

## Hired Space(s) and Events Agreement – Terms and Conditions

### 1. Introduction and Interpretation

1.1 This document forms part of the Agreement relating to Hired Space(s) and Events and contains the General Terms applicable.

1.2 In this Agreement, unless the contrary intention appears:

**'Agreed Period'** means the period of the Agreement and which commences at the arrival date and time and ends at the departure time and time listed in the Event Details.

**'Agreement'** means this agreement including the Event Details, these General Terms and any schedules or attachments

**'Business Day'** means a day that is not a Saturday or a Sunday or a public holiday or a bank holiday in the State of Victoria, Australia'

**'Cancellation Fee'** means the percentage of the Total Estimated Charges payable by the Client for cancellation or postponement as specified in the Client Specifications;

**'Client'** means the person or organisation entering into this Agreement with LTU in connection with the Event;

**'Client's Associates'** means the officers, employees, contractors, agents, guests and invitees of the Client;

**'Deposit'** means 20 percent of the Invoice amount payable as a first instalment in accordance with clause 3.1.

**'Deposit Schedule'** means the schedule for payment shown in this Agreement in the Event Details above.

**'Emergency Services'** means any public or private organisation incorporated in and operating within Victoria, which is charged with responding to and dealing with emergencies when they occur, including but not limited to, ambulance service, police and fire brigade.

**'Event'** means the event, function or conference to be held at the Complex (or any area substituted by LTU) that is the subject of this Agreement and includes accommodation, where applicable;

**'Event Risk Management Plan'** has the same meaning in clause 6.1.

**'Government Agency'** means: (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law;

**'Health and Safety Policy'** refers to the LTU policy of the same name and its related procedures.

**'Hired Space'** refers to the space within LTU set out in the Event Details above.

**'LTU'** means La Trobe University (ABN 64 804 735 113), of Kingsbury Drive, Bundoora, Victoria 3086, Australia, a statutory body corporate under the La Trobe University Act 2009 (Vic.) and includes, where appropriate, LTU's employees, agents and contractors;

**'Material(s)'** has the same meaning in clause 6.6.

**'Minor'** means a person under the age of 18 years of age.

**'Privacy – Personal Information Policy'** means the LTU policy and procedure of the same name.

**'Purpose'** means the proposed use, event, function or conference for which the client wishes to book the Hired Space(s) within LTU (or any area substituted by LTU) described in the Event Details under this Agreement.

**'Occupational Health and Safety Laws'** collectively refers to the Occupational Health and Safety Act 2004 (Vic) and the Occupational Health and Safety Regulations 2017 (Vic) as amended from time to time.

**'Original Condition'** means the exact state of the Hired Space(s) immediately prior to the commencement of its hire including any trees, plants and garden beds within or attached to the Hired Space(s);

**'Third-Party Provider'** has the same meaning in clause 7.1 of this Agreement; **'Security Officer(s)'** means security guards or personnel provided by LTU to provide security within LTU.

**'Special Conditions'** means the special terms and conditions set out in the Event Details above.

**'Total Estimated Charges'** means the total amount estimated to be payable to LTU in connection with the Event (as determined by LTU), including anticipated requirements for food, beverage, Third-Party Service Providers, accommodation and room hire, and as set out in the Event Details above. The Total Estimated Charges amount is an estimate only, and it may be amended in writing from time to time by agreement between the parties; and

**'University Grounds'** means any of the campuses or premises owned and operated by La Trobe University.

1.3 In these terms and conditions, unless the context requires otherwise, a reference to the singular includes the plural and vice versa, a reference to currency is to Australian currency, and a reference to time is to time in the State of Victoria at the time of year in which the Event is to take place (i.e. AEDT or AEST).

1.4 Any Special Conditions set out in the Event Details take precedence over the Terms and Conditions in the event of inconsistency.

### 2. Hired Space(s)

2.1 LTU grants to the Client a non-exclusive licence to use and occupy the Hired Space(s) for the Agreed Period for the Purpose, subject to these General Terms and any Special Conditions.

2.2 The Client acknowledges that it has made its own assessment regarding the suitability of the Hired Space(s) for the Purpose and has not relied on any representation, assurance or statement made by or on behalf of LTU.

2.3 The grant of licence to use and occupy the Hired Space(s) is in no way to be construed to create a tenancy nor to confer on the Client the right to exclusively possess the Hired Space(s).

2.4 This Agreement may not be transferred, assigned, or sublet to another person or organisation or the Agreed Period amended without the written consent of LTU.

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### 3. Payment

- 3.1 Upon execution of this Agreement, LTU shall issue an invoice for the Deposit. The Client agrees that to secure the Hired Space(s), the Client must pay the Deposit equal to at least 20% of the Invoice amount no later than 10 business days from the Invoice date, and in any event no later than 10 Business Days prior to the Venue Hire Date. LTU may issue multiple invoices for the Deposit.
- 3.2 Payment in full of the Invoice residue must be received no later than 10 Business Days prior to the Venue Hire Date.
- 3.3 Any additional goods or services requested by the Client or required as part of these – or other specified – General Terms after the payment of the initial invoice through to the end of the Agreed Period will be invoiced to the client as soon as reasonably practicable after the Event. Payment in this instance must be received no later than 10 Business Days post the date specified on the invoice.
- 3.4 The Client acknowledges that LTU has entered into this Agreement with the Client on the basis that the Event and the details of the Event put to LTU have been approved by LTU. The Client must notify LTU of any intended change to the details of the Event previously put to LTU as soon as practicable (i.e. changes to the Arrival Date/Time, Departure Date/Time, changes to the floor plan, changes to Third Party Providers, etc.). The Client will be liable for any costs incurred by LTU associated with changes to the Event.

### 4. Termination, Cancellation or Postponement

- 4.1 LTU may terminate this Agreement immediately by written notice to the Client if:
- (a) the Client fails to comply strictly with this Agreement (including, without limitation, payment under clause 3);
  - (b) the Purpose for which the Hired Space(s) was booked was not in LTU's reasonable opinion properly or adequately disclosed, or if the Purpose changes in any respect which LTU reasonably considers to be material;
  - (c) the Client becomes bankrupt or insolvent;
  - (d) there is a serious likelihood that damage may be caused to the Hired Space(s) or where LTU considers that an emergency exists; or
  - (e) LTU's name or reputation in its sole opinion is or may be brought into disrepute by any act or omission of the Client or the Client is involved in or has been charged with any illegal conduct or activity.
- 4.2 Should the Client decide to cancel the Event and/or the Hired Space(s), the Client must notify LTU in writing and:
- (a) LTU will retain any Deposit paid
  - (b) the Client will be liable for:
    - i. total costs (including any amount LTU has expended on behalf of the Client for the Event, whether the Invoice has been issued or not to the Client, provided the Client has not paid said Invoice in full); and
    - ii. cancellation fees determined by the following schedule:

Time Prior to Arrival Date	Event Cancellation Fee
Upon signature of Agreement to 91 Days	25% of Total Estimated Charges
90 – 15 Days	50% of Total Estimated Charges
14 – 0 Days	100% of Total Estimated Charges

- 4.3 The Client acknowledges that the Event Cancellation Fee(s) set out under clause 4.2 is not a penalty but a genuine pre-estimate of the loss and damage likely to be suffered by LTU in the event the Client cancels the Event and/or the Hired Space(s) after the return of the Agreement and prior to the Arrival Date.
- 4.4 If an event is postponed at the client's request, LTU will roll over any Deposit to the revised booking, associated costs, administration fees and Event Cancellation Fees payable by the Client may apply.
- 4.5 In the event of unforeseen circumstances, LTU reserves the right to change the Hired Space(s) and associated events at its discretion. All reasonable effort will be made by LTU to advise the Client of any changes and source another Hired Space(s) on the University Grounds for its use and occupation for the Event.
- 4.6 If the Event is cancelled by LTU due to unforeseen circumstances arising that are outside LTU's reasonable control, or if LTU is unable to source another Hired Space(s) on the University Grounds for use and occupation by the Client for the Event, LTU will attempt to reschedule the Event or where that is not possible, LTU will provide a full refund of the amounts paid to the Client.
- 4.7 LTU shall not be held liable for any cancellation of the Event which is caused by any circumstance beyond the control of LTU, and to the extent permitted by law, the Client releases and indemnifies LTU, its employees, officers, contractors, agents and related corporate bodies (if any) from and against any liability arising from the cancellation of the activities or events proposed to be undertaken by the Client.
- 4.8 The Client shall bring no claim or action for loss or damages against LTU, its employees, officers, contractors, agents, and related corporate bodies (if any) arising from the matters contemplated under clause 4.

### 5. LTU's Rights

- 5.1 LTU has the exclusive rights to:
- a) control access to the Hired Space(s);
  - b) subject to clause 7.4, supply food and drink and catering services through LTU's caterer;
  - c) provide audio-visual and associated technical services;
  - d) prescribe acceptable sound limits for any Event;
  - e) supply security, cleaning, technical support, replacement, or repair costs, with such costs to be invoiced to the Client;
  - f) charge to the Client and demand payment for any costs associated with restoring any Hired Space(s) to its Original Condition; and

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- g) charge to the Client for the costs associated with cancelling future bookings of Hired Space(s) where that booking must be cancelled on account of the Client failing to restore the Hired Space(s) to its Original Condition.
- 5.2 The Client acknowledges that the Client's Associates are subject to any conditions of entry relevant to Hired Space(s) and which may be amended or varied from time to time in the absolute discretion of LTU. LTU reserves the right, upon request, to require the Client's Associates to open for inspection any bag, package, or other item (whether or not cloaked) which is in the possession of the Client's Associates when entering, leaving or at any time within the Hired Space(s). The Client agrees to act in accordance with the directions of LTU in this regard.
- 5.3 LTU has the right to carry out any acts necessary to ensure compliance with this Agreement, protect the Hired Space(s) from damage or to protect any person from possible injury or risk. This may include the control (or in some cases, the suspension) of the Event or imposition of certain conditions or restrictions in relation to the conduct of the Event. LTU may regulate admission, including to refuse admission to, or eject from, the Hired Space(s) and University Grounds any person who in LTU's opinion is not conducting themselves in a proper, orderly, or lawful manner.
- 5.4 To the extent permitted by law, the liability of LTU and its employees, contractors, or agents for a breach of any warranty or liability which by law cannot be excluded, restricted, or modified, or under any express warranty, is limited, at LTU's option, to:
- a) replacement, repair, or reimbursement for goods or a suitably determined equivalent; and/or
  - b) provision or reimbursement for services or a suitably determined equivalent.
- 5.5 LTU may require the attendance and invoice the Client for any costs associated with Emergency Services attendance caused by the Client, its employees, servants, agents, or invitees.
- 5.6 LTU maintains exclusive rights to the sale of goods and services on campus. No sale of goods, programmes, services, or business of any kind may be conducted by the Client or associates within the Hired Space(s) without LTU's prior written consent.
- 6. Client's Obligations**
- 6.1 The Client will complete an Event Risk Management Plan where required by LTU and will comply with all LTU policies, procedures and guidelines deemed relevant, including (but not limited to the):
- (a) Occupational Health and Safety Policy;
  - (b) OHS Emergency Control Procedure; and
  - (c) OHS Incident / Hazard Reporting And Investigation Procedure,
- all of which are available at <http://policies.latrobe.edu.au> or upon request from LTU.
- 6.2 The Client must comply with any Special Conditions unique to the Hired Space(s) and/or intended use.
- 6.3 Third party providers may only be engaged as per the requirements of clause 7 below.
- 6.4 The Client must ensure that the number of attendees in the Hired Space(s) does not exceed capacity. LTU will advise the Client of the capacity of the Hired Space(s). LTU will not be held liable under Occupational Health and Safety Laws if the Client allows the number of attendees to exceed capacity.
- 6.5 The Client must not store or use and hazardous substances in the Hired Space(s) and ensure that the Client has adequate systems in place to assess and eliminate all hazards at the Hired Space(s), or if the hazards cannot be eliminated ensure the hazards are adequately controlled in a way that meets the standard required by the *Occupational Health and Safety Act 2004* (Vic) and the *Occupational Health and Safety Regulations 2017* (Vic).
- 6.6 All advertising material, invitations, decorations, signage, exhibits, equipment and displays (collectively '**Materials**') which the Client intends to use in Hired Space(s) and/or advertise an Event – regardless of format - must be submitted to LTU for approval prior to the use of the Materials. LTU shall, in its absolute discretion, determine whether the Materials are appropriate for use. The Materials are at the Client's sole risk and must only be brought into and taken from LTU in the manner directed by LTU.
- 6.7 The Client acknowledges that LTU may place Materials in Hired Space(s) relating to LTU.
- 6.8 The Client uses and occupies the Hired Space(s) at its sole risk (subject to law and LTU's obligations) and assumes full responsibility for the conduct of all persons in attendance and the orderly function of any Event.
- 6.9 The Client is responsible for lost or damaged goods or property belonging to LTU during or as a result of the Event and bears the cost of replacing same.
- 6.10 The Client must cease (including on the direction of LTU) any activity that presents a risk to the health or safety of any person, as reasonably determined by LTU. The Client must immediately, or as soon as practicable, notify LTU of any accident or injury occurring in connection with the Event.
- 6.11 The Client is responsible for obtaining any permits or licences relevant to Hired Space(s) and/or associated activities. Relevant permits or licences may include (but are not limited to):
- a) Australasian Performing Right Association (APRA);
  - b) Australasian Mechanical Copyright Owners Society (AMCOS);
  - c) Phonographic Performance Company of Australia (PPCA); and/or
  - d) The Victorian Commission for Gambling and Liquor Regulation).
- 6.12 No photography or recording of any kind – or by any means - is permitted outside the Hired Space(s). Except for the use of personal cameras within the Hired Space(s), the Client must not take, make, or allow to be taken or took a photograph, film, sound or television recording or broadcast in the Function Room without prior authorisation in writing from LTU.
- 6.13 LTU engages an appropriately licenced contract agency to provide alcohol where required. All staff provided for Functions and Events have completed an approved

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Responsible Service of Alcohol (RSA) program. The client agrees to comply with all requests pertaining to RSA from contract agency staff at all times. LTU encourages the Client and the Client's Associates who consume alcohol to do so responsibly. LTU discourages the consumption of alcohol, which results in:

- (a) Intoxication and drunkenness; and/or
- (b) Disruptive, offensive, aggressive or dangerous behaviours.

LTU reserves the right to stop supply of alcohol and have any security services retained for the Event eject any person from the Hired Space(s) who is intoxicated.

- 6.14 The Client must allow LTU, its employees, contractors, and agents free and unlimited access to Hired Space(s) at all times.
- 6.15 The Client must not modify any structural aspect or installation of the Hired Space(s). The Client must restore the Hired Space(s) to the Original Condition. Any property not removed may be disposed of at LTU's discretion. Any additional cleaning, repairs or maintenance costs will be invoiced to the Client.
- 6.16 LTU is under no obligation to provide car parking for the Event even if it is held at location at which LTU does maintain its own car parks.
- 6.17 If the Client's proposed use of the Hired Space(s) poses any, special, unusual, or increased risk, LTU reserves the right to have security officers present at the Event.
- 6.18 The Client must not engage in any activity that would result in the generation of naked flames, or have the capacity to contaminate, disable or activate the fire detector system except where permitted in Special Conditions.
- 6.19 No additional electrical equipment shall be brought into the Hired Space(s) without prior written approval of LTU. Any electrical equipment brought into the Hired Space(s) must have a current test tag attached.
- 6.20 No animals shall be permitted in the Hired Space(s) or its environs without written consent of the LTU except for guide and hearing dogs, which are always permitted in public places.
- 6.21 In support of the City of Darebin's recently introduced ban on balloons in public spaces, and out of respect for our Wildlife Sanctuary fauna, helium filled balloons are not permitted on LTU grounds.
- 6.22 The Client must provide a list of attendees no later than fifteen (15) days prior to check in on the template supplied by LTU.
- 6.23 The Client must notify LTU prior to signing the Agreement if Minors will attend LTU as part of the Hired Space(s) booking. LTU will be required to provide an environment in which children are safe, it does not accept responsibility for monitoring or supervising residents/delegates under the age of 18 years. The Client agrees to confirm in writing with LTU at least 2 clear weeks prior to the agreed date of arrival at the Hired Space(a) the 'delegate to supervisor ratio' (the ratio) in cases where any of the delegates are under the age of 18. A minimum ratio of 1:15 is required by LTU. LTU retains the right to cancel the Event if the information required is not supplied in the appropriate time and or if the information regarding the ratio may

cause LTU to form a reasonable view that it would cause LTU to breach any statutory or other legal codes of law or behaviour if the booking were to proceed. Acceptance of Minors is always at the discretion of LTU.

### 7. Third Party Service Providers

- 7.1 The Client may use third party services providers to deliver additional services to the Hired Space(s) (**Third-Party Providers**), provided that the Client first obtains the prior written consent of LTU. Such providers may include but not limited to caterers, freight forwarders, couriers, or logistics companies.
- 7.2 The Client acknowledges that it has made its own inquiries as to the quality, capacity, qualifications, and suitability of the Third-Party Provider and any proposal made by the Third-Party Provider prior to the delivery of any services. The Client is responsible for all costs and expenses associated with the Third-Party Provider and agrees it is responsible for any equipment provided by the Third-Party Provider.
- 7.3 The Client is responsible for compliance requirements and obligations linked to any third-party services providers it retains. The Client is responsible for and indemnifies LTU from and against all loss or damage to all property used or on site for the hire period.
- 7.4 The Client acknowledges that LTU's caterer shall have the first right of refusal with regards to provide catering services for the Event. Where:
  - (a) LTU's caterer is unable to provide catering services for the Event; or
  - (b) LTU, in its absolute discretion, does not wish to retain its caterer to provide catering services for the Event; or
  - (c) the Client wishes to retain its own catering services provider (**Client's Caterer**), and LTU in its absolute discretion consents,

the Client's Caterer will cater the Event.

### 8. Health and Safety Procedures and COVID-19

- 8.1 The Client must, whilst using the Hired Space(s), comply (and ensure the Client's Associates comply) with all relevant and applicable Health and Safety Procedures in force and as amended from time to time including, but not limited to the Health and Safety Procedure – Covid-19 Vaccination policy and procedure (**COVID-19 Policy**).
- 8.2 In addition to the COVID-19 Policy, the Client (including the Client's Associates) must comply with any health directions issued by a Government Agency or its Chief Health Officer (**Government Directions**).
- 8.3 LTU reserves the right to refuse entry onto the Hired Space(s) or immediately terminate this Agreement in the event the Client or any of the Client's Associates fail to provide evidence that they are either Fully Vaccinated or Medically Exempt, or LTU in its absolute discretion resolves that the Client or the Client's Associates have failed to properly adhere to any Government Directions.
- 8.4 The Client releases and indemnifies LTU from and against any liability, damage, loss, or expense arising from its failure, or the failure of the Client's Associates to adhere to any of the Health and Safety Procedures, including the Health and Safety Procedure – Covid-19 Vaccination.



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### 9. Confidentiality and Privacy

- 9.1 The terms of this Agreement are confidential and neither party may disclose such terms (unless required by law) to any third party without the prior written consent of the other party.
- 9.2 LTU may need to collect personal information regarding the Client and the Client's Associates, in connection with the Event (including for reasons of security and the health and safety of guests). If you do not provide this information, we may not be able to provide you with these services. LTU may disclose this information to third parties including, without limitation, to related entities, contractors and agents of LTU (and its related companies, if any), in accordance with its privacy policy which is available at <http://policies.latrobe.edu.au> or upon request. The Client and the Client's Associates may request access to such information or make a complaint about a privacy breach in writing to LTU's Privacy Officer.

### 10. Insurance and Indemnity

- 10.1 The Client must effect and maintain a Public liability insurance for \$10 million for any one occurrence and in the aggregate, including cover for property in the insured's physical or legal control for a minimum of \$100,000. The insurance must be held with an insurer with a minimum financial strength rating of A/Stable (Standard & Poor's). The Client must provide a certificate of currency for these insurances to LTU prior to the approval of any Hired Space(s) and at any time upon request.
- 10.2 The Client releases and indemnifies LTU, its employees, officers, contractors, agents and related corporate bodies (if any) from and against any loss, claim, demand, liability or damage whatsoever however arising (including liability or damage caused by any negligent act or omission) in connection with the Event (including, without limitation, in connection with any Third Party Service Providers, Materials and advertising by Client), except to the extent that such loss, claim, demand, liability or damage is directly due to the negligence, unlawful act or wilful misconduct of LTU, its employees or agents.

### 11. Dispute Resolution

- 11.1 At all times during this Agreement, the parties must cooperate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Agreement or the parties' respective obligations under this Agreement.
- 11.2 In the event of a dispute or disagreement arising between the parties, either party may issue to the other a notice of dispute (**Notice**). In the event the dispute cannot be resolved within 30 days after the party issuing the Notice to the receiving party, either party may refer the dispute to a mediator (agreed by the parties). If the parties cannot agree about who should be the mediator within 40 days after the receiving party receives the Notice (or within such

further period as the parties agree), either party may ask the President or Senior Office-bearer of the Law Institute of Victoria to appoint a mediator. The President or Senior Office-bearer's appointment of mediator shall be final and binding.

- 11.3 The parties agree to attend any mediation arranged under clause 11.2 and to endeavour in good faith to settle the dispute by mediation before having recourse to arbitration or litigation.
- 11.4 Unless otherwise agreed between the parties in writing, the parties are equally liable for the costs of the mediation. However, each party must bear its own costs associated with attending the mediation.
- 11.5 This clause 11 does not affect the right of a party to take legal proceedings under this Agreement for urgent interlocutory relief.
- 11.6 Despite the existence of any dispute, the parties must continue to perform their obligations under this Agreement.
- 11.7 This clause 11 does not affect the rights of the parties to terminate this Agreement under clause 4.

### 12. General

- 12.1 This Agreement:
- (a) is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria
  - (b) represents the entire agreement between the Client and LTU concerning its subject matter and supersedes all prior negotiations, representations and agreements, either written or oral, in connection with the Hired Space(s) and intended use; and
  - (c) may only be varied by a written document signed by both parties.
- 12.2 To the extent that any provision contained in any other part of this Agreement and these General Terms conflict with each other, these General Terms prevail.
- 12.3 Any provision of this Agreement which is invalid or unenforceable and is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision ;shall be deemed to have been severed.
- 12.4 All of the terms of this Agreement which are capable of having effect after the expiration, or the termination, of all or any part of this Agreement shall then remain in full force and effect. The termination of the whole or any part of this Agreement will be without prejudice to any right of either the Client or LTU against the other which accrued prior to the time of termination or which otherwise relates to any breach of obligations under this Agreement which arose prior to the time of termination.