

VENUE HIRE AGREEMENT

College of Law
ABN 61 138 459 015
Level 1, 555 Bourke Street, Melbourne, 3000
Phone 03 8689 8600 **email** vicadmin@collaw.edu.au



Schedule: Key Agreement Details

Hirer/Company Name:

ABN:

Billing Address:

Contact Name:

Phone:

Email:

Event Details

Event Name:

Number attending: Catering needed: Yes No

Start Date: Time:

End Date: Time:

Room: *(Please tick all rooms that you would like to hire)*

	Warren Room	Cummins Room	Bryant Room	O'Shea Room
	Falla Room	Teague Room	Meeting Room	
Room set up for:	Theatre	U-Shape	Cluster / Cafe	Boardroom

Reason for use:

Signed Acceptance

I have read, understand and accept the terms and conditions of the Venue Hire Agreement which includes the schedule and following "Terms and Conditions of Venue Hire". SIGNED for and on behalf of the Hirer by its authorised representative:

Hirer/Company Name:

Name of authorised representative:

Position:

Signature:

Date:

Room Hire Fees

See separate Venue Hire Brochure for detailed pricing.

Cancellations

The Hirer must provide College of Law Ltd with at least 48hrs notice in the event of a cancellation.

Opening Hours

College of Law Ltd business hours are Monday to Friday 9:00am - 5:00pm.

Additional Charges

- Catering is not included but can be provided at an extra charge.
- A fee of \$70 per hour will be charged for air conditioning if hiring the rooms after 6pm Monday - Friday and / or all day Saturday and Sunday
- Subject to staff availability, the office can be opened out of business hours Monday to Friday with an additional fee of \$55 (incl. GST) per day and on Saturday and Sunday with an additional fee of \$100 (including GST) per day.

Terms and Conditions of College of Law Ltd Venue Hire

1. Venue Hire Agreement

- (a) The Schedule and these standard terms and conditions form the Venue Hire Agreement (Agreement) between College of Law Ltd and the Hirer. No other terms and conditions or other documents are relevant unless expressly acknowledged and referenced in and attached to this document.
- (b) The Hirer agrees to hire the Venue, Facilities and/or Equipment on the terms and conditions of the Agreement, and the payment for such Venue, Facilities and/or Equipment, and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgment and acceptance by the Hirer of these terms and conditions.

2. Hire Fee

- (a) The Hirer must pay the Hire Fee specified for hire of the Venue, Facilities and/or Equipment by the Date/s for Payment. All invoices are due within 7 days of the invoice date.
- (b) College of Law Ltd expressly reserves the right to revise its fees and charges and shall not be liable in any way for loss or damage incurred due to the exercise of this right. However, once a booking is made and confirmed no revision to Hire Fee will occur unless the conditions of hire are altered.

3. Hirer's Obligations

The Hirer agrees:

- (a) to be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and/or in the course of the Hirer's Event;
- (b) to obtain prior approval from College of Law Ltd for the use of any signs, banners and decorations connected with the Event. No nails, screws, adhesives or fastenings may be driven into or attached to the walls, doors, glass, floors, furniture, fittings and equipment
- (c) not to carry on any activity at the Venue which is dangerous, noxious, offensive, illegal, noisy or objectionable;
- (d) not to allow the Venue to be used for any purpose other than that for which it is designed and to which College of Law Ltd has agreed to;
- (e) to vacate the Venue at the conclusion of the agreed hire time set out in our written confirmation. Any extension of time or

failure to vacate the premises at the agreed time shall incur an additional fee (based on an hourly rate);

- (f) not to bring into the Venue any heavy equipment or machinery without the prior written consent of College of Law Ltd;
- (g) to remove from the Venue all equipment brought by the Hirer onto the Venue and make good any damage to the Venue caused by the removal;
- (h) to leave the premises in clean condition, failure to do so will incur additional cleaning charges;
- (i) to be responsible for the conduct and behaviour of all employees, agents and invitees of the Hirer;
- (j) to comply with all applicable laws, including health and safety regulations, liquor licensing laws and fire regulations;
- (k) to comply with any directions and/or general venue use information provided by College of Law Ltd;
- (l) to comply with any relevant public health orders in place at the time of the Event;
- (m) not to connect the College of Law Ltd or its premises to the event without the College's prior written consent.
- (n) the agreement is transferable and no sub-letting is permissible
- (o) not admit attendees in excess of the agreed amount without prior consent of College of Law Ltd

4. Provision of services

- (a) (Catering, security and cleaning) The Hirer must not provide any such services without the prior written consent of College of Law Ltd.
- (b) (Sound, electrical and lighting) Any sound, electrical and lighting requirements must be approved by College of Law Ltd prior to the Event. Interference with, or alteration of any of the electrical installations, lighting, sound systems, or other property is prohibited.
- (c) (Testing of equipment) It is the responsibility of the Hirer to:
- (i) schedule a test of any technical equipment to ensure compatibility of systems at the Venue (for example for planned live streaming events such as webinars). The test should be scheduled at least a week prior to the

actual Event to allow for any work around measures to be implemented if needed. The Hirer should contact the College of Law Ltd to arrange a suitable time; and

- (ii) send all presentations with embedded videos to College of Law Ltd 48 hours before any presentation, to allow for it to be tested with the onsite audio visual equipment. We also strongly suggest that the presentation is tested by the Hirer 30 minutes prior to any Event.

5. Service of alcohol

College of Law Ltd is not a licensed venue. If alcohol is to be consumed at the Venue, the Hirer must use the services of external caterers who hold the appropriate Responsible Service of Alcohol certification and also carry sufficient license to supply and serve alcohol. College of Law Ltd requires evidence of this license prior to the Event commencing.

6. Shared Facility

- (a) The Hirer acknowledges that College of Law Ltd premises are a shared facility and that there may be other events or meetings being held in the various rooms in and around the hired Venue.
- (b) College of Law Ltd reserves the right to re-assess the Venue hire and make a room change at any time prior to the Event as long as the alternative room is of equitable size and has the same facilities, it is therefore recommended that the Hirer not use room names on any printed material for the Event.
- (c) With the room hire agreement the Hirer gets access to the booked room and the lounge/kitchen area only, please do not spread out to additional rooms.

7. Liability

- (a) The Hirer is liable for themselves, their employees, agents, invitees and any contractors whom they may engage in relation to the Event, and indemnifies College of Law Ltd, and their employees, agents and any contractors, against any claims, actions losses, demands, damages and expenses for which College of Law Ltd, its employees, agents and contractors shall or may become liable or suffer in respect of damage to College of Law Ltd's property or injury or death of persons arising out of any wilful, unlawful or negligent act or omission of the Hirer, its employees, agents, invitees or subcontractors in connection with this event.
- (b) It is the responsibility of the Hirer to obtain and keep current insurance against such liability (as set out in clause 7(a) above) during the term of this Agreement and ensure that all contractors under their direction are similarly insured. College of Law Ltd will require evidence of this insurance prior to the Event commencing.
- (c) The Hirer and its subcontractors and contractors will hold the following policies in full force and effect throughout the term of this Agreement at its sole expense:
 - (i) Public Liability Insurance to the amount of \$1,000,000 naming The College of Law Limited as a person to whom the benefit of cover extends and covering claims for personal injury (including bodily injury and death) and property;

- (ii) Workers' Compensation insurance as required by applicable law;
- (iii) Personal Accident, theft and breakage insurances; and
- (iv) Any other insurance policy reasonably required by The College of Law Limited as notified to the Hirer from time to time.

- (d) The Hirer agrees that it will produce adequate evidence of the currency of the required Insurance Policies prior to the commencement of the Period, or at any other time those policies are requested by College of Law Limited.
- (e) Any goods, properties or materials brought in by or on behalf of the Hirer, are the responsibility of the Hirer. College of Law Ltd accepts no responsibility for damage or loss of goods or materials left at the Venue prior to, during or after the Event. All deliveries or collections for Events must be arranged with and approved by College of Law Ltd prior to delivery or collection.
- (f) In no event shall College of Law Ltd be liable for loss of profit or consequential damages, whether based on breach of contract, warranty or otherwise.

8. Termination

Each party reserves the right to terminate the Agreement.

9. Force majeure

Performance of this Agreement is contingent upon the ability of College of Law Ltd to complete the same and will not be liable to the Hirer for any failure to provide the Venue or any of the services herein due to causes which are beyond the reasonable control of College of Law Ltd

10. Warranty

College of Law Ltd gives no warranty that the Venue or any of its facilities, equipment or services will be suitable for the purpose for which the Venue is intended to be used by the Hirer and the Hirer agrees that it will satisfy itself as to these matters. College of Law Ltd will not be liable to the Hirer for any loss suffered by the Hirer as a consequence of the Venue or the facilities, equipment or services not being adequate for the Hirer's purposes.

11. Law

This Agreement shall be governed by the laws of the State or Territory in which the Venue is located and that of the Commonwealth of Australia and the parties agree to submit to the respective relevant jurisdiction.

Office Use Only

Copy of Public Liability Certificate Received

Catering booked, if required

Invoice raised and emailed

Total amount to be charged \$