

# Terms and Conditions of Hire

## 1. Conditions and Agreement

The term *Hirer* will include the applicant and the applicant's organisation. Regional Business HQ agrees to hire to the Hirer the Venue/s together with any equipment in accordance with the Terms and Conditions set out in the Hire Agreement and any attached additional documents.

The Hirer agrees to be bound by the Terms and Conditions of Hire and by any additional conditions which Regional Business HQ may notify to the Hirer prior to the commencement of hire.

## 2. Responsible Officer

Unless agreed to the contrary in writing, the Hirer must nominate an attendant aged 18 years or more and who will be present for the duration of the function/training and who will take responsibility to ensure compliance with statutory safety requirements and the Hire Agreement.

## 3. Charges and Deposits

The charges payable by the Hirer shall be those set by Regional Business HQ and be those in force at the time of the Hirer's use of premises. At the discretion of Regional Business HQ's Executive Manager, the Hirer may be required to pay a deposit of fifty per cent (50%) of total quoted price. Deposits will be shown as a credit on the final tax invoice. Deposits are to be sent to Regional Business HQ with the signed Hire Agreement in order to secure/confirm the booking.

## 4. Cancellations

A booking for which a deposit has been requested but not received within 7 working days from the date of the Invoice may be cancelled by Regional Business HQ.

**Regional Business HQ has the right not to accept or to cancel a booking at any time.**

The Hirer shall notify Regional Business HQ of cancellations in writing not less than 10 working days prior to commencement of hire, failing which Regional Business HQ may impose a cancellation fee of up to 25% of the total quoted price. Less than 5 days' notice may incur a charge of 50% of hire fee. Less than 2 days' notice, the full hire fee, plus any additional expenses incurred may be charged, at Regional Business HQ's sole discretion.

## 5. Indemnity

The Hirer shall indemnify and keep indemnified Regional Business HQ against all losses, expenses, liabilities, claims and damages incurred as a result of, or arising out of, the hiring of the premises, whether caused by any act of omission of the Hirer, its servants agents or invitees, or any other person whomsoever.

## 6. Insurance

All users of Regional Business HQ venues must be covered by an appropriate public liability insurance policy. The Hirer must provide a Certificate of Currency for public liability insurance for an amount not less than \$10m. The Certificate of Currency must be forwarded to Regional Business HQ along with the signed Hire Agreement.

Regional Business HQ takes no responsibility for the condition of products provided by the Hirer. It is the Hirer's responsibility to ensure that all materials used in Regional Business HQ's premises are delivered to the venue in good condition.

## 7. Duty of Care

The Hirer is responsible for the adherence to general workplace health & safety standards. If beverages are to be consumed the Hirer must ensure that spillage is immediately cleaned up and take any action required to avoid possible injury by slipping. The Hirer must ensure adequate cleaning implements are on hand for potential hazards. Areas that can not be cleaned immediately should be cordoned off.

The Hirer is responsible for leaving the premises clean and tidy at the conclusion of the period of hire. Regional Business HQ may carry out, at the expense of the Hirer, such cleaning or other work as may be required to restore the premises to a satisfactory condition.

Excepting fair wear and tear, the Hirer shall be liable to Regional Business HQ for any damage to premises or to any fittings, equipment, furniture, carpets or other property therein, which occurs during the period of hire. The Hirer must **immediately** notify Regional Business HQ management of any damage.

## 8. Good Order

The Hirer shall be responsible for the maintenance of good order in and around the premises during the period for which the premises are hired. The Hirer shall comply with any instruction by Regional Business HQ management or any officer of Regional Business HQ relating to the maintenance of good order and compliance with these terms and conditions of the Hire Agreement in and around the premises.

## 9. External Displays

Hirer's wishing to utilise external spaces i.e. hallways, for displays or activities must seek written permission from Regional Business HQ management.

## 10. Regional Business HQ Representatives / Security Personnel

If more than 50 persons are likely to attend the function, Regional Business HQ may, in its absolute discretion, appoint one or more Regional Business HQ representative/s or security personnel at the Hirer's cost to ensure the Regional Business HQ's interests are protected.

## 11. Publicity

The Hirer shall not issue any advance publicity of the use of the premises before receipt of an acceptance of the booking by Regional Business HQ.

The Hirer shall not make any statement in any advertisement, which directly or indirectly implies that the event for which the venue is hired is conducted or promoted by Regional Business HQ.

The Hirer shall not issue any tickets, posters, advertisements, programs or other literature containing any Regional Business HQ logo unless the printers or other proof thereof has been approved in writing by Regional Business HQ.

The Hirer shall not display any poster or advertisement in any part of the premises of Regional Business HQ without having first obtained the written approval of the Regional Business HQ manager.

## 12. Distinguished Visitors

The Hirer shall give Regional Business HQ advanced notice of the attendance of any Regal, Vice Regal or Government representatives or any other dignitaries to enable Regional Business HQ to ensure observance of appropriate protocols.

### 13. Relocation

Regional Business HQ reserves the right to relocate a booking to a suitable alternative venue if circumstances arise beyond Regional Business HQ's control.

Official Regional Business HQ events and bookings by full paying clients take precedence over "free of charge" or "base cost" bookings. Regional Business HQ reserves the right to relocate a "free of charge" or "base cost" booking to an alternative venue at its discretion.

### 14. Booking Requests

All booking requests must be submitted to Regional Business HQ. A Booking Request Form stipulating the Hirer's information, dates, times, spaces, and set-up required for each event will be completed where necessary in conjunction with Regional Business HQ staff. At the time of booking, Hirers must reveal all relevant information relating to the use of the venues including any sponsors sought or secured. Failure to reveal all information may result in the cancellation of the booking. All bookings must include set up and pull down time not just the delivery time.

### 15. Booking Confirmation

Once the Hirer has provided all information relating to the booking, Regional Business HQ staff will provide a copy of the Hire Agreement including conditions of hire. These must be checked, signed and returned along with a 50% deposit (where requested) for booking confirmation.

Confirmation of booking will only occur on receipt of the signed Hire agreement, and 50% of the total fee as deposit (where requested) from the Hirer.

### 16. Booking Alterations

All alterations to the booking and agreement information must be agreed to by Regional Business HQ management. Any request for changes, i.e. number of attendees, catering requirements etc. must be received, in writing by Regional Business HQ at least 3 days prior to the booking date.

Charges may apply to booking alterations, e.g. catering, when insufficient time is provided.

### 17. Alterations to Seating and Furniture Settings

Any alteration to the normal seating or furniture setting of Regional Business HQ facilities may be made only with the consent of Regional Business HQ and at the Hirer's expense.

Before vacating the premises, the Hirer shall restore all furniture and equipment to the same location and configuration as it was at the commencement of the Hirer's occupation of the premises, failing which Regional Business HQ may carry out, at the expense of the Hirer, such work as may be required to restore the premises to a satisfactory condition.

The Hirer shall not admit patrons to the premises in excess of the number of seats available or for a purpose not advised to and agreed by Regional Business HQ.

### 18. Liquor and Refreshments

The Hirer shall not bring, serve, or sell any liquor, beverage, food or refreshments on any part of the premises hired unless specifically approved by Regional Business HQ. Liquor shall not be sold the premises.

Hirers must inform Regional Business HQ management of any events at which alcohol will be served. Regional Business HQ management approval must be obtained before the commencement of the hire.

## 19. Catering

The Hirer is normally expected to arrange catering through Regional Business HQ. A minimum of 3 days' notice prior to the booking is required to change catering numbers. Less than three days' notice will result in full payment for the original catering ordered.

Other caterers may not be used without Regional Business HQ's prior approval. Should you provide your own catering a cleaning surcharge of \$30 will apply. The Hirer is responsible for providing all plates, cutlery, napkins etc.

## 20. Final Payment

Final payment will be invoiced to the Hirer after the event or after 2 days of the commencement of the hire, and is to be paid within 14 days of the issue of the invoice. Payment can be made via cash, eftpos or direct deposit (EFT). If payment is not received by the due date shown on the invoice a late payment fee of 5% per month of the total invoice amount may apply.

Any breaches of the conditions included in the Conference, Training and Meeting Booking Request Form and Hire Agreement will incur fees or charges and/or suspension of use of the venue. All cancellations must be made in writing to Regional Business HQ.

## 21. External equipment requirements and deliveries

Hirer's must obtain approval from Regional Business HQ management to utilise any external equipment in the venues. The cost of hire, delivery, removal and installation of external equipment will be borne by the Hirer.

All equipment and print products for client bookings must be delivered to the venue no earlier than 5 days before and no later than 1 working day prior to the hire.

## 22. Legal - Classification and Copyright

For all works to be shown at the Regional Business HQ venue, the Hirer is to ensure that all legal responsibilities relating to classification and copyright of works are appropriately acquitted.

## 23. Smoking

**SMOKING** is **NOT** permitted in any of the venue rooms, corridors, or on the Regional Business HQ premise. This includes a 5 metre area at all external doorways on the footpath.

## 24. Disputes

Any disputes between the Hirer and Regional Business HQ arising from, or in relation to, any hiring of premises or from the terms of the Hire Agreement, shall be submitted to arbitration by a person appointed by the Board of Regional Business HQ. The decision of the arbitrator shall be binding on the Hirer and Regional Business HQ.

## 25. Operating Hours

The Regional Business HQ office is open from 8:30am to 5.00pm - Monday to Friday. Additional charges may apply for after hours and public holidays if Regional Business HQ support is required.