



## EA NORTHERN ROOM HIRE 2018

### Venue Hire Agreement

#### Engineers Australia Northern

Ground Floor, 9 Cavenagh Street, Darwin NT 0800

Phone 08 8914 1702 / e-mail: nt@engineersaustralia.org.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: / / 2018 Time: \_\_\_\_\_

End Date: / / 2018 Time: \_\_\_\_\_

Auditorium  Boardroom

Room set up for Auditorium:  U-Shape  Theatre  Classroom

Tea / Coffee: Yes  No

#### Equipment Hire

Interactive Whiteboard & Projector (Auditorium)

Projector / TV screen (Boardroom)

Crockery / Cutlery hire

## 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 \_\_\_\_\_

Name of authorised representative \_\_\_\_\_

Position of authorised representative \_\_\_\_\_

Signature of authorised representative \_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

### Room Hire Fees

Please see separate document 'Room Hire Charges' for detailed pricing.

### Cancellations

Please provide Engineers Australia staff at least 48hrs notice in the event of a cancellation. If a room hire deposit has been paid, this is non-refundable.

### Opening Hours

Engineers Australia Northern's business hours are Monday to Thursday 9:00am - 4:30pm and Friday 9:00am - 4:00pm. 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 (incl. GST) per day.

### Additional Charges

- A fee of \$60 (incl. GST) will apply if extra cleaning is required.
- Toilets are locked on the Ground floor. Organisers will receive 1 x male and 1 x female key upon arrival. A fee of \$100 per key (incl. GST) will apply if the toilet keys are not returned.
- A fee of \$60 (incl. GST) per hour will apply if the organiser wants to use the air conditioning in the kitchen area on Saturdays and/or Sundays.

### Responsibility, Access and Damage

- Engineers Australia Northern will not accept any responsibility for damage or loss of items left in the premises prior, during or after the function. It is recommended organisers arrange their own insurance and/or security.
- With the room hire agreement you get access to the booked room and the kitchen area. The office area including equipment like copier, phones, water station etc. is reserved for Engineers Australia staff and is not to be used.
- Nothing is to be nailed, screwed, stapled or adhered to any wall, door or any other surface or part of the building. Organisers are financially responsible for any damage sustained to Engineers Australia Northern or its equipment by the organiser's guests or subcontracted labour, invitees or person attending the function, whether in the room or any part of Engineers Australia Northern's premises. Any breakages, additional cleaning fees or damages will be charged at cost.

## Terms and Conditions of Engineers Australia Northern Venue Hire

### 1. Venue Hire Agreement

- (a) The Schedule and these standard terms and conditions form the Venue Hire Agreement (Agreement) between Engineers Australia 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, otherwise Engineers Australia reserves the right to cancel the booking and allocate the Venue to another person.
- (b) Where Engineers Australia provides other Services to the Hirer in association with the Hire, the Hirer shall be invoiced by Engineers Australia for such Services separately and must pay such invoice within seven (7) days of receipt.
- (c) Engineers Australia 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 deposit is paid against an invoice 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 Engineers Australia 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 without the express consent of Engineers Australia;
- (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;
- (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 Engineers Australia;
- (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; and
- (k) to comply with any directions and/or general venue use information provided by Engineers Australia.

### 4. Provision of services

- (a) (Catering, security and cleaning) Engineers Australia is responsible for providing all catering, security and cleaning services required in connection with the hire of the Venue and the Hirer must not provide any such services without the prior written consent of Engineers Australia.
- (b) (Sound, electrical and lighting) All sound, electrical and lighting requirements must be approved by Engineers Australia 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; and
  - (ii) send all presentations with embedded videos to Engineers Australia 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**

Engineers Australia 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 licence to supply and serve alcohol.

## **6. Shared Facility**

- (a) The Hirer acknowledges that the Engineers Australia 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) Engineers Australia reserves the right to re-assess the Venue hire and make a room change at any time prior to the Event, it is therefore recommended that the Hirer not use room names on any printed material for the Event.

## **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 Engineers Australia, and their employees, agents and any contractors, against any claims, actions losses, demands, damages and expenses for which Engineers Australia, its employees, agents and contractors shall or may become liable or suffer in respect of damage to Engineers Australia'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.
- (c) Any goods, properties or materials brought in by or on behalf of the Hirer, are the responsibility of the Hirer. Engineers Australia 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 Engineers Australia prior to delivery or collection.
- (d) In no event shall Engineers Australia be liable for loss of profit or consequential damages, whether based on breach of contract, warranty or otherwise.

## **8. Termination**

Either party reserves the right to terminate the Agreement on the following terms:

- (a) If the Hirer terminates the Agreement more than thirty (30) days prior to the event through no fault or breach of the Agreement by Engineers Australia, the Hirer will forfeit 50% of the full Hire Fee for that event.

(b) If the Hirer terminates the Agreement less than thirty (30) days before the event through no fault or breach of the Agreement by Engineers Australia, the Hirer will forfeit 100% of the full Hire Fee for that event.

(c) If Engineers Australia terminates the contract through no fault or breach of the Agreement by the Hirer, Engineers Australia will refund all monies received from the Hirer for that event.

(d) Engineers Australia may terminate this Agreement immediately upon giving notice to the Hirer if:

(i) the Hirer breaches any material provision of this Agreement;

(ii) the Hirer substantially alters the purpose for which the Venue is hired without the prior written consent of Engineers Australia; or

(iii) Engineers Australia becomes aware of conditions under which the holding of the function for which the Venue is hired could jeopardize public safety, public order or involve an unacceptable risk of personal injury or damage to property.

## **9. Force majeure**

Performance of this Agreement is contingent upon the ability of Engineers Australia to complete the same and Engineers Australia 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 Engineers Australia.

## **10. Warranty**

Engineers Australia 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. Engineers Australia 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.