

Venue Hire Application Form for External Clients

This Venue Hire Application Form for External Clients is to be completed in order to apply to hire a classroom, clinic room or other venue on a College campus.

Summary of cost and cancellation policy. Please refer to the Terms and Conditions of Hire (attached) for full details.

- Room/Venue Hire Fee is agreed between booking organization and ACPE representative. All fees are inclusive of reasonable cleaning fee
- Additional fees relating to other services provided by the College will be negotiated, agreed to and charged on a case by case basis
- On occasion, the College may require the Hirer to cover the costs of retaining supervisor or security personnel for safety or other purposes during the Hire Period
- Long term hire will be considered on a case by case basis
- The Hirer needs to notify the College of any cancellation at least fourteen (14) clear days before the first day of the Hire Period (as set out in Section 4 below), otherwise the full room Hire Fee for the full Hire Period will be payable
- Any no-show will attract the full Hire Fee for the full Hire Period applied for
- Separate bookings require a separate Venue Hire Application Form for each date and time.
- Fees may be paid by credit card or via EFT

1. TERMS AND CONDITIONS OF HIRE:

Definitions

Agreement- the Agreement is formed if the College accepts the Hirer's Venue Hire Application Form for External Clients by informing the Hirer in writing by email of its acceptance.

Cancellation Notice- a notice which is provided by either the College or the Hirer to the other party to cancel the Agreement.

College – the educational provider who is permitting the Hirer to use its rooms in accordance with the terms and conditions set out below. In this instance, the College is **ACPE**, ABN: 28 107 480 848, **10 Parkview Drive, Sydney Olympic Park 2127**.

Hire Fee- the Hirer is required to pay fees as set out under Clause 3 of these terms and conditions.

Hire Period- the period of hire as set under section 4 of the Venue Hire Application Form for External Clients (or Venue Hire Application form) entitled "Hire Period- Date and Time required".

Hirer- the organisation set out in section 1 of the Venue Hire Application form for External Clients (**Venue Hire Application Form**) which the College has agreed to enter into an Agreement with

Organisation- An external third party who wishes to use the College's Rooms/Venues for a specified period, and for payment of a Hire Fee and any other applicable fees.

Room or Venue – the room, space or premises which the Hirer is applying for use of as specified under section 3 of the Venue Hire Application form, entitled "Room/Venue Details".

Venue Hire Application Form for External Clients (or the "Venue Hire Application Form" or "Venue Hire Application")- the application form which an Organisation needs to complete in order to be eligible to obtain use of the College's Rooms for the Hire Period.

2. VENUE/ROOM HIRE APPLICATION PROCESS

- 2.1 The [ACPE Venue Hire Application form](#) must be completed prior to any booking.
- 2.2 The Venue Hire Application Form only constitutes an Agreement between the College and the Hirer when the College accepts the Venue Hire Application form by informing the Hirer of such acceptance.
- 2.3 The College will inform the Hirer by return email as to whether the Venue Hire Application has been accepted and an Agreement is formed.

3. AGREEMENT AND TERM

- 3.1 As stated in Clause 1.2, this Venue Hire Application Form only creates an Agreement between the College and the Hirer when the College communicates its acceptance of the Hirer's Venue Hire Application by email.
- 3.2 Once the Agreement is formed, the College grants a temporary non-exclusive licence to the Hirer to use the Room or Venue for the Hire Period set out in section 4 "Hire Period- Date and Time required" of the Venue Hire Application, and on the terms and conditions set out in this Agreement.

ACPE Limited, CRICOS Provider Code:01822J (NSW)

- 3.3 Once the Hirer receives an email from the College confirming that its Venue Hire Application has been accepted, the Hirer is bound by these terms and conditions.
- 3.4 This Agreement is to start from the date the College communicates its acceptance of the Venue Hire Application in accordance with Clauses 1.2 and 1.3. The Agreement ends on either:
- (a) the end date of the Hire period as set out in the Venue Hire Application; or
 - (b) the date on which the Agreement is cancelled in accordance with Clause 7 or Clause 10.6.

4. HIRE FEES AND ADDITIONAL CHARGES

4.1 As identified in the ACPE Venue Hire Application Form, the hire fees are:

- General Public:
 - Classrooms: \$65 per hour (excluding GST)
 - Sports Hall, Office Space and Gym: \$65 per hour (excluding GST)
 - Dance Studios: \$75 per hour (excluding GST)
- Sport NSW Members:
 - Classrooms: \$55 per hour (excluding GST)
 - Sports Hall, Office Space and Gym: \$55 per hour (excluding GST)
 - Dance Studios: \$65 per hour (excluding GST)

Additional arrangements are to be discussed between parties.

- 4.1 AUSDance (NSW Member hire charge)
- 4.2 Additional fees relating to other services provided by the College will be negotiated, agreed to and charged on a case by case basis.
- 4.3 On occasion, the College may require the Hirer to cover the costs of retaining supervisor or security personnel for safety or other purposes during the time frame of the hire.
- 4.4 Long term hire will be considered on a case by case basis.
- 4.5 The Hirer needs to notify the College of any cancellation at least fourteen (14) clear days before the first day of the Hire Period (as set out in Clause 7.3 below), otherwise the full room Hire Fee for the full Hire Period will be payable.
- 4.6 Any no-show will attract the full Room/Venue Hire Fee for the full Hire Period applied for.
- 4.7 Separate bookings require a separate Venue Hire Application Form for each Hire Period.
- 4.8 Fees may be paid by credit card or via EFT.

5. ROOM ACCESS

- 5.1 Room access will be provided to the Hirer on the first day of the Hire Period as set out in section 4 "Hire Period- Date and Time required" of the Venue Hire Application Form. There may be slight variations in how this is provided per campus.
- 5.2 Security cards will not be provided to the Hirer. All Security Cards must be returned to ACPE within 24 hours of the final booking.
- 5.3 The Hirer must ensure that during the Hire Period no food or drink is consumed in the Room. Catering requirements may be negotiated outside of this requirement.

6. CAR PARKING

- 6.1 The Hirer acknowledges that the Hirer, its employees, contractors, invitees and customers are not entitled to use of car parks on the campus under the terms of this Agreement.
- 6.2 If car parking is required, the Hirer, its employees, contractors, invitees and customers must comply with all College Rules in relation to the use of car parking on the campus.

7. DEPOSIT AND HIRE CHARGES

- 7.1 If the College requires payment of a deposit, the Hirer must pay to the College the amount specified by the date specified by the College or otherwise no later than fourteen (14) clear days before the date of the first day of the Hire Period.
- 7.2 Subject to Clause 6.1, if the Hirer complies with the terms of this agreement to the satisfaction of the College acting reasonably, then the College must refund the deposit amount to the Hirer within seven (7) clear days of the first day of the Hire Period.
- 7.3 The Hirer acknowledges and accepts that the Hirer will be liable to pay to the College a Hire Fee for the use of the Room, calculated in accordance with the rates listed in Clause 3.
- 7.4 In addition to the Hire Fee for the Room/Venue, the Hirer must reimburse the College the cost of additional labour that may be necessary in connection with provision of security or preparing the Room for hire.
- 7.5 The Hirer must pay to the College any and all fees or charges imposed by the College by the date specified in a tax invoice issued to the Hirer or otherwise within seven (7) days of the date noted on any letter of demand issued by the College to the Hirer.
- 7.6 Unless otherwise expressly stated, all amounts within this Agreement are exclusive of GST and the Hirer must pay an additional amount equal to the GST payable on or for the taxable supply at the same time as payment for the taxable supply or otherwise as required by law.
- 7.7 The College may set off any amounts owing by the Hirer to the College against any amount due for payment by the College to the Hirer.
- 7.8 Any bookings that fall outside business hours (Mon-Fri 8.00am-6.00pm) will cost an additional \$40 if air con is required.

8. CANCELLATION

- 8.1 The College reserves the right to cancel a booking it has accepted for the hire of a Room. The right to cancel can be exercised at any point in the time leading up to the Hire Period, or during the Hire Period if the College becomes aware that the Hirer has breached these terms and conditions.
- 8.2 The College will provide a Cancellation Notice to the Hirer. While the College will endeavour to give the Hirer the maximum possible notice of cancellation, the Hirer has no claim or action against the College in connection with the cancellation.
- 8.3 If the College accepts this Venue Hire Application but the Hirer subsequently wishes to cancel the booking it must send a written Cancellation Notice to gkennedy@acpe.edu.au not less than fourteen (14) clear days before the first day of the Hire Period.
- 8.4 If the Hirer cancels the booking but does not do so in the manner or within the time specified by Clause 7.3 or if the College cancels the booking as a result of the Hirer not complying with Clause 10.3, then a cancellation fee equal to 100% of the Hire Fee for all of the date/s of the booking is payable by the Hirer to the College within seven (7) days of the first date of the Hire Period or otherwise within seven (7) days of the date noted on any letter of demand issued by the College to the Hirer.
- 8.5 As to Clauses 7.1, 7.2, 7.3, 7.4 and 10.6, the Cancellation Notice will be deemed served at the date and time indicated on the sent email. Cancellation will take effect from this date and the Agreement will terminate on this date.
- 8.6 The College has the right to refuse to accept a new Venue Hire Application Form for any Room/Venue from the Hirer unless and until all debts, including all cancellation fees, are paid by the Hirer to the College.

9. REINSTATEMENT OF ROOM

- 9.1 The Hirer must not rearrange or remove furniture or other items in the Room or use the Room in a specific manner without the express authority of the College.
- 9.2 At the end of the Hire Period of the Room/Venue, the Hirer must:
 - (a) remove all of the Hirer's property;
 - (b) return the furniture and/or other items in the Room/Venue to their original position; and

(c) either remove all loose rubbish or ensure that it is placed in any bins provided

10. DAMAGE AND DEFAULT

- 10.1 Hirers will be liable for all replacement or repair costs relating to equipment and Room damage relating to the agreed Room/Venue hire.
- 10.2 If the Hirer does not comply with the terms and conditions of this Agreement, then the College is entitled to retain the deposit amount agreed upon under Clause 6.1 in addition to any other rights of the College under this Agreement or at law.
- 10.3 If, in the College's reasonable opinion the Room or any facilities or furniture within the Room are damaged or destroyed or missing during the Hire Period from any cause, the Hirer must pay the cost to the College of repairing (or if necessary replacing) the damaged or destroyed or missing property. The Hirer's liability under this clause does not extend to damage or destruction directly caused by the deliberate or negligent act of the College or an employee of the College.
- 10.4 If the Hirer does not remove its property from the Room on last day of the Hire Period or such other date agreed with the College, the College may treat that property as abandoned and may remove or otherwise deal with it as it sees fit, in its absolute discretion and at the Hirer's cost.
- 10.5 In addition to any other right under this Agreement, the College may recover all costs and expenses, including cancellation fees, to the College as a result of the Hirer's default of any term of this agreement as a liquidated debt. Such amount is payable by the Hirer within seven (7) days of the date noted on any letter of demand issued by the College to the Hirer.
- 10.6 Termination of this Agreement by the College does not prejudice the College's right to recover damages at law or equity, or otherwise affect the College's rights at law or in equity.
- 10.7 Lost or damaged access card to be charged at \$30 per card replacement fees

11. INDEMNITY AND INSURANCE

- 11.1 To the extent permitted by law, the College excludes any and all liability to the Hirer for any loss, damage or expense suffered by the Hirer which arises out of or relates to access to, or use of, the Room/Venue. The expression "liability" includes liability in contract, tort, pursuant to legislation or otherwise whatsoever.
- 11.2 The Hirer's obligation to indemnify the College will be reduced to the extent that any claim, action, loss or damage arises out of a direct and negligent act or omission of the College, its students, officers, employees or invitees.
- 11.3 If the Hirer is not affiliated with the College it must take out public liability insurance with a reputable insurer in an amount of at least ten (10) million dollars in connection with its intended use of the Room ("public risk cover") and provide to the College a certificate of currency for the public risk cover at the time of making a booking for the Room/Venue.
- 11.4 The College is not obligated to accept a booking if the Hirer does not comply with Clause 10.3.
- 11.5 Even if the College notifies the Hirer of acceptance of the booking, it is a condition of this agreement that the Hirer provide a certificate of currency for the public risk cover to the College at least fourteen (14) days before the first Date of Hire Period.
- 11.6 If the Hirer does not comply with Clauses 10.3 and 10.5, the College has the right to cancel the booking by sending a Cancellation Notice. A cancellation fee equal to 100% of the Hire Fee for all of the date/s of the booking is payable by the Hirer to the College within seven (7) days of the first date of the Hire Period or otherwise within seven (7) days of the date noted on any letter of demand issued by the College to the Hirer.

12. PRIVACY

- 12.1 The College has a Privacy Policy which may be viewed at <https://www.acpe.edu.au/privacy-policy>
- 12.2 The information the Hirer provides to the College in, and in connection with, this Venue Hire Application will be dealt with only in accordance with that Policy.

13. CONFIDENTIALITY

- 13.1 In this clause, 'Confidential Information' means any information about this Agreement, including the terms of this Agreement, or any information that is by its nature confidential, or is designated by the College as confidential or the Hirer knows or ought to know is confidential.
- 13.2 The Hirer must not, except as expressly authorised by the College or required by law, disclose to any third party any Confidential Information provided by the College in connection with this Agreement.

14. COMPLIANCE WITH REGULATIONS

- 14.1 In this clause, 'College Rules' means any statutes, rules, policies and procedures of the College that from time to time may be amended, cancelled, added to or suspended by the College. For Hirers external to the College, the term 'College Rules' extends to those College Rules that the Hirer has become or is made aware of by the College.
- 14.2 The Hirer acknowledges that the safety and security of the College staff, students and invitees is paramount.
- 14.3 The Hirer must, at its own cost, ensure that the Hirer, its employees, contractors, invitees and agents comply with:
- (a) all laws in relation to the use of the Room;
 - (b) College Rules relevant to the access to and use of the Room; and
 - (c) the reasonable directions of the College regarding the use and security of the Room and the safety of persons in and around the Room and on the campus.
- 14.4 Any failure by the Hirer to comply with any College Rules specified in Clause 13.3 will be a breach of the terms of this Agreement by the Hirer and considered a default under Clause 9.

15. ADVERTISING AND PROMOTION

- 15.1 Use of College brands or logos is **not** permitted in any form without prior review, and written consent from the College.
- 15.2 The College is a CRICOS registered provider and as such any advertising or promotional materials with a College brand or logo has restrictions in place under the Education Services for Overseas Students Act 2000 (ESOS Act).

16. ENTIRE UNDERSTANDING

- 16.1 This Agreement contains the entire understanding between the Parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of NSW.
- 17.2 Each Party irrevocably agrees that the courts of the State of NSW and the Commonwealth of Australia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
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