



Pride Centre Room and Event Space

Terms and Conditions

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Agreed terms

The Pride Centre has agreed that the Hirer may use the Hired Area on the Booking Date and during the Booking Time on and subject to these Terms and Conditions.

1. Definitions

1.1 Defined terms

In these Terms and Conditions, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Associated Persons means:

- (a) the employees, contractors, agents, invitees, licensees and guests of the Hirer;
- (b) without limiting paragraph (a), all artists, performers, musicians, dancers, sports participants, players, assistants, producers, technicians and other persons in any way engaged by, or associated with, the Hirer or involved or connected with the Booking (other than employees or agents of the Pride Centre); and
- (c) members of the general public at the Hired Area for the purposes of attending the Booking.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (as amended or replaced from time to time).

Bond means an amount which is the greater of:

- (a) \$300 (plus GST if any); or
- (b) 25% of the Hire Fee (plus GST if any),

or such other reasonable sum as determined by the Pride Centre at its discretion.

Booking means the booking of the Hirer on the Booking Date(s) and at the Booking Time approved by the Pride Centre in respect of the Hired Area.

Booking Date means the date on which the Hirer may use and occupy the Hired Area.

Booking Time means the time during which the Hirer may use and occupy the Hired Area.

Code of Conduct means the code of conduct adopted by the Pride Centre's Community Reference Group as amended from time to time.

Consumer means a consumer within the meaning of section 3 of the Australian Consumer Law.

Disability has the meaning given to that term in the *Disability Discrimination Act 1992* (Cth).

Event Space means any of the whole of ground floor / stairs ('the forum'), theatrette, courtyard rooftop terrace and/or balcony spaces within the Pride Centre Building booked by the Hirer.

Hire Application means the application made by the Hirer to, and approved by, the Pride Centre in relation to the Booking.

Hire Fee means the hire fee calculated in accordance with the amounts set out on the Pride Centre website at pridecentre.org.au (as increased or varied in accordance with these Terms and Conditions and from time to time).

Hired Area means the Event Space, Room or other area forming part of the Pride Centre Building approved by the Pride Centre for use by the Hirer in connection with any Booking of the Hirer.

Hirer means the individual or entity that agrees to be bound by these Terms and Conditions by making the Booking and, in the case of an entity, includes its successors at law and where consistent with the context includes its officers, employees, contractors, agents, volunteers and invitees.

Loss means any loss (including consequential loss) liability (whether actual, contingent or prospective), cost, damage (including damage to persons, property, plant or equipment) or expense of whatever description.

Noise and Amenity Action Plan means any *Noise and Amenity Action Plan* (as amended from time to time) prepared and submitted to the relevant authority in accordance with the *Victorian Pride Centre Incorporated Document* dated September 2018.

Operating Hours means:

- (a) Monday to Friday, 8.00am to 10.00pm;
- (b) Saturday, 8.00am to 1.00am; and
- (c) Sunday and Public Holidays, 9.00am to 7.00pm.

Pride Centre means the Victorian Pride Centre Ltd ACN 615 432 838 located at and operating from the Pride Centre Building and where consistent with the context includes its officers, employees, contractors, agents and volunteers.

Pride Centre Building means the land and any buildings located on the land contained in Certificate of Title volume 08657 and folio 065 and known as the *Victorian Pride Centre*, 79-81 Fitzroy Street, St Kilda VIC 3182.

Pride Centre Management means the CEO or a duly authorised coordinator of the Pride Centre, as the case may be.

Public Holiday has the meaning given to that term by section 6 of the *Public Holidays Act 1993* (Vic).

Purpose means the purpose specified in the Hire Application lodged on behalf of the Hirer.

Resident Organisation means those entities and organisations from time to time holding an ongoing tenancy within the Pride Centre Building pursuant to a licence, lease or tenancy agreement with the Pride Centre.

Room means any of the meeting rooms and/or activity rooms within the Pride Centre Building booked by the Hirer.

Venue Hire Agreement means a separate hire agreement between the Pride Centre and the Hirer in relation to the booking of an Event Space (if any).

1.2 Interpretation

In these Terms and Conditions, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;

- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, these Terms and Conditions, and a reference to these Terms and Conditions includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Melbourne, Australia time;
- (g) a reference to a party is to a party to these Terms and Conditions, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms and Conditions or any part of it.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Hired Area

2.1 Grant of Licence

Subject to these Terms and Conditions, the Pride Centre grants to the Hirer a non-transferable and non-exclusive licence to enter and use the Hired Area on the Booking Date and during the Booking Times.

2.2 Hirer acknowledgments

The Hirer acknowledges and agrees that:

- (a) the Hired Area is fit for the Purpose; and
- (b) the Pride Centre retains possession of the Hired Area at all times.

2.3 No lease

The Hirer acknowledges and agrees that:

- (a) the Hirer is not entitled to exclusive occupation of the Hired Area;
- (b) the Pride Centre may use, or permit other parties to use, the Hired Area;
- (c) neither these Terms and Conditions nor any Venue Hire Agreement (as applicable):
 - (i) create any estate or interest in or over any part of the Pride Centre Building or the Hired Area, other than a contractual right;
 - (ii) constitute a lease at law and the Hirer will not claim before a court or tribunal that these Terms and Conditions nor any Venue Hire Agreement (as applicable) constitute a lease at law; and
 - (iii) create any relationship between the Hirer and Pride Centre other than that of licensee and licensor; and
- (d) in the event that a court or tribunal determines that these Terms and Conditions or any Venue Hire Agreement (as applicable) is a lease at law, the Pride Centre may, at its option, terminate these Terms and Conditions and/or any Venue Hire Agreement (as applicable) by written notice to the Hirer.

2.4 Excluded facilities and services

- (a) The Hirer is responsible for ensuring, at its own cost, that it has obtained all other facilities, services and equipment it requires for the Purpose and the Booking.
- (b) Where the Booking, the permitted use of the Hired Area and/or the Purpose requires the consent or approval of any governmental authority, the Hirer must obtain that consent or approval at its own cost.

2.5 Bookings generally

Despite any other term or provision in these Terms and Conditions, the Hirer acknowledges and agrees that the Pride Centre may accept or reject a Booking in its absolute discretion.

3. Booking Dates and Times

3.1 Operating Hours

- (a) The Hirer acknowledges and agrees that it may only make a Booking during the Operating Hours, unless agreed otherwise by Pride Centre Management.
- (b) The Hirer must not make a Booking on a Public Holiday except as follows:
 - (i) in the case of a Room, the Hirer is a Resident Organisation; or
 - (ii) in the case of an Event Space, the Hirer has obtained the prior written consent of Pride Centre Management.

3.2 Minimum Booking times

- (a) The Hirer acknowledges and agrees that the Booking Time(s) includes any time required to set up and clean up (in accordance with clause 7.1) the Hired Area for the purposes of the Booking.
- (b) The Hirer's Booking is subject to the minimum booking requirements for each Hired Area as prescribed in the table set out below (**Minimum Booking Requirement**).

Hired Area	Minimum Booking Requirement
Meeting rooms on ground floor, mezzanine or level 1	1 hour

Hired Area	Minimum Booking Requirement
Level 1 activity space	1 hour
Whole ground floor/stairs ('the forum')	3 hours
Theatrette	3 hours
Courtyard	2 hours
Level 1 balcony	3 hours
Rooftop terrace	4 hours

- (c) After expiration of the respective Minimum Booking Requirement, the Hired Area is available to the Hirer for hire:
- (i) in the case of a Room, in 30 minute blocks; and
 - (ii) in the case of an Event Space, in one hour blocks.

4. Payment of Hire Fee

- (a) The Hirer agrees to pay the Hire Fee (as increased or varied in accordance with these Terms and Conditions) to the Pride Centre at the time and in the manner specified in clause (b), unless the Pride Centre agrees otherwise.
- (b) If the Hirer is a Resident Organisation, the Hirer must pay the Hire Fee to the Pride Centre in the following manner:
 - (i) the Hirer will be invoiced monthly for a Booking made in the previous calendar month. The Hirer must pay that invoice within 14 days of the date of invoice; and
 - (ii) the Hirer makes a Booking request via the Pride Centre's booking management system (Priava or similar), the Booking will be confirmed automatically by the booking management system for the purposes of invoicing, unless the Booking is cancelled, postponed or terminated in accordance with these Terms and Conditions.
- (c) If the Hirer is any other person, the Hirer must pay the Bond and the Hire Fee at the time and in the manner as prescribed in the table set out below.

Hired Area	Time for payment	Manner of payment
Room	Immediately upon confirmation of the Hirer's Booking.	By credit card, or bank transfer to the account details set out in the invoice provided to the Hirer for the Booking.
Event Space	In accordance with the executed Venue Hire Agreement.	In accordance with the executed Venue Hire Agreement.

5. Bond

- (a) If the Pride Centre determines at its absolute discretion that a Bond is payable by the Hirer in connection with the Booking, the Hirer must pay the Bond to the Pride Centre at the same time as the Hire Fee, or if the Hire Fee has already been paid, at any time before the Booking Date. The Bond will either be included in the invoice issued by the Pride Centre to the Hirer in relation to the Booking, or the Pride Centre will issue a separate invoice in respect of this amount.
- (b) The parties acknowledge and agree that the amount payable to the Pride Centre on account of the Bond payment is a reasonable amount in light of the potential of any Loss

or damage to the Pride Centre Building or any equipment of the Pride Centre in connection with the Booking or any Loss suffered by the Pride Centre in connection with a breach of these Terms and Conditions by the Hirer.

- (c) The Hirer acknowledges and agrees that the Pride Centre may use or set off any amount of the Bond against any Loss or damage to the Pride Centre Building or any equipment of the Pride Centre in connection with the Booking or any Loss suffered by the Pride Centre in connection with a breach of these Terms and Conditions by the Hirer (such Loss to include, for the purposes of this clause 5(c), any consequential loss or loss of revenue of the Pride Centre).
- (d) Without limiting the Pride Centre's rights under these Terms and Conditions or otherwise arising under law or equity, in the event the Bond is not sufficient to cover the amount of any Loss contemplated in clause 5(c) above, the Hirer agrees to pay the amount of any shortfall to the Pride Centre on demand and within 10 business days of any request made in writing for payment by the Pride Centre.
- (e) The Pride Centre will refund the Bond to the Hirer within 10 business days after the Booking Date, less any reasonable amount required by the Pride Centre to repair or clean the Hired Area, or to recover any reasonable costs incurred by the Pride Centre due to a breach of these Terms and Conditions by the Hirer.

6. Use of Hired Area

6.1 Permitted use

The Hirer must and must ensure that the Associated Persons:

- (a) use the Hired Area for the Purpose specified in the Hire Application and must not use the Hired Area for any other purpose;
- (b) only use the Hired Area on the Booking Date(s) and during the Booking Time(s) specified in the Hire Application;
- (c) not permit the number of the people in the Hired Area at any one time to exceed the maximum number of people specified in the Hire Application; and
- (d) comply with all Pride Centre policies, requirements of, and all reasonable directions given by, the Pride Centre in relation to the use of the Hired Area.

6.2 Fit for purpose

The Hirer is responsible for inspecting the Hired Area and / or making reasonable enquiries about the Hired Area before any Booking, to ensure that the Hired Area is suitable for the Purpose or for any of the purposes or uses of the Hirer.

6.3 Compliance with laws

The Hirer must, and must ensure that the Associated Persons, comply with all laws and any requirements of any authority in connection with the Hired Area, the Hirer's use and occupation of the Hired Area or the conduct of any person using the Hired Area.

6.4 Licences and permits

The Hirer must, and must ensure that the Associated Persons, obtain, maintain and comply with all licences, permits and consents required for the Hirer's use of the Hired Area, copies of which must be provided to the Pride Centre before any Booking.

6.5 Code of conduct

The Hirer must, and must ensure that the Associated Persons, comply with the Code of Conduct at all times while within the Pride Centre Building.

6.6 Damage to the Hired Area

- (a) The Hirer must not damage, and must ensure that any Associated Person does not damage, any part of the Hired Area or the Pride Centre Building.
- (b) The Hirer must not, and must ensure that the Associated Persons do not, interfere, misuse or overload any services running through or servicing the Hired Area and must comply with, and ensure that the Associated Persons comply with, any requirements of the Pride Centre with respect to such services.
- (c) The Hirer must seek the prior written consent of the Pride Centre, which may be withheld at the absolute discretion of the Pride Centre, before displaying, affixing or otherwise using (or allowing the same to be displayed, affixed or otherwise used by any Associated Person) any flags, streamers, glitter or other decorations to or on any part of the Pride Centre Building including the Hired Area.
- (d) If the Pride Centre provides consent in accordance with clause 6.6(c), the Hirer must not, and must ensure that the Associated Persons do not, use any form of adhesive tape, BluTak or any equivalent on the floor or on any painted surface forming part of the Pride Centre Building.

6.7 Nuisance and noise

- (a) The Hirer must not, and must ensure that the Associated Persons do not, engage in any:
 - (i) riotous, disorderly, drunken, offensive or improper conduct;
 - (ii) act, matter or thing which may injure or prejudice the reputation of the Pride Centre, the Hired Area or the Pride Centre Building; or
 - (iii) action which may have the effect of causing or threatening to cause loss of life or injury or danger to persons or destruction or damage to property, including damage to the Pride Centre Building or Hired Area, or any equipment, facilities, fixtures, fittings, furniture or other items in the Pride Centre Building and Hired Area.
- (b) The Hirer must ensure that its use of the Hired Area, and that each Associated Person's use of the Hired Area, at all times complies with the requirements of any Noise and Amenity Action Plan, *Environmental Protection (Residential Noise) Regulations 2018* (Vic) and *State Environment Protection Policy (Control of Music Noise from Public Premises) No. N-2*.
- (c) The Pride Centre shall provide a copy of any applicable Noise and Amenity Action Plan to the Hirer upon request (acting reasonably).

6.8 Smoking and alcohol

- (a) The Hirer must not permit any Associated Person to smoke in or on the Pride Centre Building including the Hired Area.
- (b) The Hirer must not, and must ensure that the Associated Persons do not, sell any alcohol or allow any alcohol to be consumed in the Hired Area unless:
 - (i) the Hirer has obtained the prior written consent of the Pride Centre;
 - (ii) a valid liquor licence has been obtained from the relevant authority;

- (iii) if required, consent has been obtained from Port Phillip City Council in relation to the hours and / or patron numbers relating to the sale and consumption of liquor; and
- (iv) the use of the Hired Area for the sale and consumption of alcohol complies with all requirements of the Noise and Amenity Action Plan.

6.9 Deliveries, supplies and catering

- (a) Notwithstanding clause 3.2(a), the Hirer must receive and take delivery of all deliveries during the Booking Time unless otherwise agreed with the Pride Centre.
- (b) If the Pride Centre agrees that deliveries may be received or taken outside the Booking Time under clause 6.9(a), the Pride Centre reserves the right to increase the Hire Fee and the Hirer agrees to pay any reasonable increase to the Hire Fee.
- (c) The Hirer is responsible for all supplies, unless otherwise agreed with the Pride Centre before any Booking and paid for in advance by the Hirer.
- (d) If the Hirer wishes to use catering services, the Hirer:
 - (i) may request that the Pride Centre provide contact details for the preferred caterer(s) of the Pride Centre (**Preferred Caterer**); and
 - (ii) must not use any caterer that is not a Preferred Caterer if the Pride Centre at its absolute discretion informs the Hirer that such caterer is not permitted, whether in the Hire Application or otherwise.

6.10 Equipment

- (a) The Hirer is responsible for any equipment brought into the Hired Area and must obtain the Pride Centre's prior written consent before bringing any heavy equipment or inflammable substances into the Hired Area.
- (b) If the Hirer wishes to use any equipment of the Pride Centre (**VPC Equipment**), the Hirer:
 - (i) subject to clause 6.10(d), must obtain the prior written consent of the Pride Centre at its absolute discretion to use the VPC Equipment other than any VPC Equipment that the Pride Centre retains within the Hired Area for use by the Hirer including but not limited to any televisions, videoconferencing equipment, tables or chairs;
 - (ii) if required by the Pride Centre at its absolute discretion, must (or one or more suitable Associated Persons of the Hirer must):
 - (A) attend and complete to the reasonable satisfaction of the Pride Centre an induction on the safe and responsible use of the VPC Equipment prior to the Booking Date; and
 - (B) use a suitably qualified technician approved by the Pride Centre (unless, acting reasonably, the Pride Centre requires the Hirer to use a technician of its choice) to operate the VPC Equipment at the Hirer's cost; and
 - (C) comply with any other reasonable conditions or requirements imposed by the Pride Centre in connection with the use of the VPC Equipment; and
 - (iii) agrees that the Hirer, and not the Pride Centre, is responsible for any theft of, or damage to, the VPC Equipment and any equipment brought into the Hired Area by the Hirer and its Associated Persons or any Loss or injury in connection with the VPC Equipment and any equipment brought into the Hired Area by the Hirer and its Associated Persons while in the Hirer's or an Associated Person's possession

or control, except to the extent caused or contributed to by an act or omission of the Pride Centre.

- (c) The Rooms are available in a standard meeting room set up at no additional cost. The Hirer may arrange at the time of making the Booking to set up the Room in an alternative arrangement with the prior agreement of the Pride Centre. Any alternative set up is the responsibility of the Hirer and at the end of the Booking, the Hirer must ensure the Room is returned to the condition it was in at the start of the Booking (including with respect to the set-up of furniture and equipment).
- (d) If the theatrette at the Pride Centre Building constitutes part of the Hired Area, the Hirer (or one or more suitable Associated Persons of the Hirer) must satisfy each matter contained in sub clauses 6.10(b)(ii)(A) to (C) (inclusive).

6.11 Signs and promotional material

- (a) The Hirer must seek the prior written consent of the Pride Centre before displaying or affixing any signs, advertisements or notices to any part of the Hired Area.
- (b) Any signage affixed or displayed pursuant to clause 6.11(a) must not in any way suggest that the Pride Centre endorses or supports any view, event or thing referred to therein.
- (c) The Hirer must seek the prior written consent of the Pride Centre to use any imagery, logo or other intellectual property of the Pride Centre in any advertising or promotional material associated with or in connection to the Booking.
- (d) For the avoidance of doubt, the Hirer is responsible for erecting and maintaining all signage relating to the sale of liquor and patron behaviour in accordance with applicable laws and regulations.

6.12 Emergencies

The Hirer must:

- (a) not obstruct any emergency exit doors or passageways on the Hired Area and ensure that they remain clear and unobstructed at all times, including by Associated Persons;
- (b) inform itself of all emergency exits at the Pride Centre Building;
- (c) comply with, and ensure all Associated Persons comply with, all emergency procedures communicated to it by the Pride Centre and nominate a person to be responsible for complying with the emergency procedures on behalf of the Hirer in the event of an emergency or safety concern; and
- (d) pay all costs associated with emergency services call-outs, including the fire brigade or ambulance, resulting from a call to emergency services by the Hirer or from the Hirer's use of the Hired Area.

6.13 No interference with other parties

If any other party has been authorised by the Pride Centre to use, access or occupy part of the Pride Centre Building, the Hirer and the Associated Persons must not disturb or interfere with that party's use, occupation or access to the Pride Centre Building.

6.14 Accessibility

The Hirer must use reasonable endeavours to ensure that it provides equal opportunity of access and use to the Hired Area to any person with a Disability.

6.15 Hirer to inform Pride Centre Management in certain cases

The Hirer must promptly inform Pride Centre Management in writing of:

- (a) any damage to the Hired Area or the Pride Centre Building; or
- (b) any complaint or incident in connection with the Booking including, but not limited to, any injury, food poisoning, allegation of theft or criminal activity, security risk or any matter reasonably likely to cause controversy or have a negative impact on the reputation of the Pride Centre.

6.16 Entry by Pride Centre

The Pride Centre and its authorised representatives may enter and remain on the Hired Area at any time without notice.

7. Hirer's obligations at the end of Booking

7.1 Hirer's obligations

At the end of the Hirer's occupation of the Hired Area, the Hirer must, and must ensure the Associated Persons:

- (a) vacate the Hired Area and leave the Hired Area clean and tidy at the Hirer's cost, including:
 - (i) removing all rubbish and recycling from the Pride Centre Building or to the appropriate bin(s), to the standard specified by the Pride Centre;
 - (ii) wiping down all tables and cleaning all whiteboards;
 - (iii) washing, drying and stacking within the kitchen area of the Pride Centre Building, any crockery or cutlery of the Pride Centre used by the Hirer (if applicable); and
 - (iv) removing any left-over food or beverages brought into or on the Pride Centre Building including the Hired Area;
- (b) return the Hired Area to the same condition it was in prior to the Hirer's period of occupation of the Hired Area;
- (c) remove any property of the Hirer including all signs, decorations and promotional material (**Hirer's Property**) and reinstate the Hired Area to the condition the Hired Area was in prior to the installation of the Hirer's Property including making good any damage or Loss caused by the Hirer's Property or its removal; and
- (d) return to the Pride Centre all keys and other security devices provided to the Hirer for the purposes of obtaining access to the Hired Area (if any).

7.2 Failure to vacate

If the Hirer fails to vacate the Hired Area at the end of any Booking in accordance with clause 7.1, the Pride Centre reserves the right to increase the Hire Fee at an hourly rate in proportion to the Hire Fee together with any reasonable costs of the Pride Centre (including the cost of additional staff and/or security), and the Hirer agrees to pay on demand by the Pride Centre any reasonable increase to the Hire Fee in accordance with this clause 7.2.

7.3 Inspection by Pride Centre

The Pride Centre will inspect and report on the condition of the Hired Area after the use of the Hired Area by the Hirer before the Bond may be refunded.

7.4 Hirer's Property Left in Hired Area

The Hirer acknowledges and agrees that:

- (a) the Pride Centre is not responsible or liable for any personal property left by the Hirer on the Hired Area at the end of the Hirer's occupation; and
- (b) anything left in the Hired Area, or removed to a different location within the Pride Centre Building, and not claimed within 7 days will be deemed to be abandoned by the Hirer and will become the property of the Pride Centre and may be removed by the Pride Centre at the Hirer's cost and at the Hirer's risk and the parties agree that this clause 7.4(b) is an agreement about the disposal of uncollected goods for the purposes of section 56(6) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

8. Cancellation or postponement of the Booking

8.1 Cancellation or Postponement by the Pride Centre

- (a) The Pride Centre reserves the right to cancel or postpone a Booking for any reason not within the Pride Centre's reasonable control. The Pride Centre may also cancel or postpone a Booking for any other reason by giving the Hirer reasonable notice in writing.
- (b) If the Pride Centre cancels a Booking under clause 8.1(a), it will repay to the Hirer any Hire Fee previously paid by the Hirer in respect of any occupation period of the Hired Area which has not yet passed, less any amounts which the Hirer owes to the Pride Centre under these Terms and Conditions.
- (c) If the Pride Centre postpones a Booking under clause 8.1(a), the parties will use their reasonable endeavours to find a suitable alternative date and time for the Booking. If the parties are unable to agree on a suitable alternative date and time for the Booking, the Pride Centre may cancel the Booking and repay the Hire Fee to the Hirer in accordance with clause 8.1(b).
- (d) If:
 - (i) the Hirer materially breaches these Terms and Conditions; or
 - (ii) the Hirer or any Associated Person engages in any misconduct in connection with the Pride Centre, the Pride Centre Building or the Hired Area (as determined by the Pride Centre acting reasonably),

then the Pride Centre may interrupt, cancel or postpone the Booking immediately and without notice to the Hirer, and the Pride Centre will repay to the Hirer any Hire Fee previously paid by the Hirer in respect of any occupation period of the Hired Area which has not yet passed, less any amounts which the Hirer owes to the Pride Centre under these Terms and Conditions.

8.2 Cancellation or Postponement by the Hirer

- (a) The Hirer may cancel or postpone any Booking by giving reasonable written notice to the Pride Centre at bookings@pridecentre.org.au.
- (b) If the Hirer is a Resident Organisation and cancels or postpones the Booking for a Room:
 - (i) 48 hours or more prior to the Booking Time, the Hire Fee and any Bond will be refunded to the Hirer; or
 - (ii) subject to clause 14.1(a) and the Australian Consumer Law, if the cancellation or postponement is less than 48 hours prior to the Booking Time, the whole of the Hire Fee will be forfeited to the Pride Centre and any Bond will be refunded to the Hirer; or
- (c) If the Hirer is any other person and cancels or postpones the Booking for a Room:

- (i) seven (7) days or more prior to the Booking Time, the Hire Fee and any Bond will be refunded to the Hirer; or
 - (ii) subject to clause 14.1(a) and the Australian Consumer Law, if the cancellation or postponement is less than seven (7) days prior to the Booking Time, the whole of the Hire Fee will be forfeited to the Pride Centre and any Bond will be refunded to the Hirer.
- (d) The Hirer may only cancel or postpone a Booking for an Event Space in accordance with the Venue Hire Agreement relating to the Event Space Booking.

8.3 Cancellation generally

- (a) The Pride Centre reserves the right to refuse to accept or approve any additional or future booking requests made by the Hirer if:
- (i) the Pride Centre cancels or postpones a Booking of the Hirer for any reason under this clause 8;
 - (ii) the Hirer breaches a material term of these Terms and Conditions; or
 - (iii) the Hirer owes any outstanding fees or charges in connection with its Booking including any part of the Hire Fee (as increased or varied in accordance with these Terms and Conditions).
- (b) The Pride Centre does not provide future credit to Hirers or prospective Hirers in respect of any cancelled or postponed Bookings (whether cancelled or postponed in accordance with this clause 8 or not).
- (c) Notwithstanding anything in this clause 8, any Booking and the cancellation or postponement of any Booking is subject to the Australian Consumer Law and to the cancellation policy (if any) of the Pride Centre as amended from time to time.

9. Inclement weather

- (a) The Hirer acknowledges and agrees that the Pride Centre is not required to provide alternative arrangements or relocate the Hirer within the Pride Centre Building if the Hired Area is impacted or unable to be used due to inclement weather, unless otherwise agreed with the Pride Centre.
- (b) If the Hired Area is unable to be used due to inclement weather in the reasonable opinion of the Pride Centre, the parties agree that the Hirer is not entitled to a refund of any part of the Hire Fee or the Bond unless the Pride Centre determines otherwise at its absolute discretion.
- (c) The Pride Centre encourages any prospective Hirer to plan accordingly for inclement weather and to consider booking the theatre within the Pride Centre Building.

10. Compliance with occupational health and safety laws

- (a) The Hirer must comply with:
- (i) the *Occupational Health and Safety Act 2004 (Vic)* and any other occupational health and safety law, regulation or by-law that applies to the Hirer's use of the Hired Area; and
 - (ii) the health and safety policies of the Pride Centre (if any) as amended from time to time.

- (b) The Hirer must not cause the Pride Centre to be in breach of the *Occupational Health and Safety Act 2004* (Vic) through the Hirer's acts or omissions.
- (c) The Hirer must notify the Pride Centre if it becomes aware of the existence of any potential health and safety issue in relation to the Hired Area.

11. Child safety

11.1 General

The Pride Centre is committed to be a child safe organisation. It recognises its legal and moral responsibilities in keeping children safe from abuse and harm including in respect of any Booking or use of the Hired Area.

11.2 Working with Children Checks

- (a) This clause 11.2 applies to the Hirer if the Hirer's activities at the Hired Area involve persons engaged in 'child-related Work' within the meaning of the *Working with Children Act 2005* (Vic) (**WWCA**).
- (b) Without limiting the Hirer's obligations concerning compliance with all laws and requirements of any authority in connection with the Hired Area and the Hirer's use and occupation of the Hired Area, the Hirer must:
 - (i) ensure that all the Hirer's employees and volunteers over the age of 18 years hold a valid working with children check under the WWCA (**Check**) before entering into the Hired Area;
 - (ii) ensure that any employee, contractor, agent or invitee who does not hold a valid Check does not enter the Hired Area; and
 - (iii) provide the Pride Centre with such evidence of the Hirer's compliance with this clause 11.2 as may be required by the Pride Centre, within five (5) business days of a request being made by the Pride Centre.

11.3 Child safety procedures and standards

- (a) If the Booking involves children who are not in the company of parents or guardians, the Hirer must ensure that:
 - (i) children are safe and not at risk while participating in programs and activities of the Hirer that occur in the Pride Centre Building including on the Hired Area; and
 - (ii) the Hirer undertakes adequate supervision of children and that children are not left unattended.
- (b) Without limiting the Hirer's obligations concerning compliance with all laws and requirements of any authority in connection with the Hired Area and the Hirer's use and occupation of the Hired Area, the Pride Centre encourages the Hirer to comply with the child safety standards published in the Victoria Government Gazette on 31 December 2015 by the Minister for Families and Children pursuant to the *Child Wellbeing and Safety Act 2005* (Vic), as amended from time to time.

12. Goods and services tax

12.1 Interpretation

Unless the context otherwise requires, words or expressions used in this clause 12 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

12.2 GST gross up

- (a) Any consideration payable or to be provided for a supply made under or in connection with these Terms and Conditions, unless specifically described in these Terms and Conditions as 'GST inclusive', does not include any amount on account of GST.
- (b) If GST is payable on any supply made under or in connection with these Terms and Conditions (not being a supply the consideration for which is specifically described in these Terms and Conditions as 'GST inclusive'), the recipient of the supply must pay to the supplier, an additional amount equal to the GST payable on the supply provided that the supplier gives the recipient a tax invoice for the supply.

12.3 Reimbursements (net down)

If a payment to a party under these Terms and Conditions is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled for that loss, cost or expense.

12.4 Adjustments

If an adjustment event occurs in relation to a taxable supply made under or in connection with these Terms and Conditions then:

- (a) if the adjustment event gives rise to an increase in the GST payable by the supplier in relation to the supply, a payment equal to that increase will be made by the recipient to the supplier;
- (b) if the adjustment event gives rise to a decrease in the GST payable by the supplier in relation to the supply, a payment equal to that decrease will be made by the supplier to the recipient;
- (c) the supplier must issue an adjustment note to the recipient within 7 days of the adjustment event occurring or otherwise as soon as it becomes aware of the adjustment event; and
- (d) any payment under clauses 12.4(a) or 12.4(b) must be paid to the supplier or recipient (as the case may be) within 15 days of the adjustment note being issued by the supplier.

13. Insurance

13.1 Public Liability

In respect of a Booking by an entity or individual that is not a Resident Organisation, the Hirer must take out and maintain with a reputable insurer, public liability insurance in the amount of \$10 million providing coverage for any Loss or damage to the Pride Centre Building or any VPC Equipment and death or injury to any person arising from the acts or omissions of the Hirer in relation to the Booking and their use of the Hired Area.

13.2 Production of policies

The Hirer must produce to the Pride Centre copies of the certificate of currency with any Hire Application.

13.3 Not invalidate policies

The Hirer must not do or fail to do, and must ensure the Associated Persons do not do or fail to do, anything which may make any insurance effected by the Pride Centre or the Hirer invalid,

capable of being cancelled or rendered ineffective, or which may increase the premiums for any insurance effected by the Pride Centre.

14. Release and Indemnity

14.1 Release and exclusion of liability

- (a) To the extent that the Hirer acquires goods or services from the Pride Centre as a Consumer, the Hirer may have certain rights and remedies (including, without limitation, consumer guarantee rights) under the Australian Consumer Law that cannot be excluded, restricted or modified by agreement. Nothing in these Terms and Conditions operates to exclude, restrict or modify the application of any provision, condition or warranty, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other applicable laws of the Commonwealth, State or Territory, where to do so would contravene those laws, or cause any part of these Terms and Conditions to be void.
- (b) Subject to clause 14.1(a), the Hirer uses and occupies the Hired Area at its own risk and, to the extent permitted by law including the Australian Consumer Law, releases the Pride Centre from all claims resulting from any damage, Loss, death or injury in connection with the Booking, the Hired Area or these Terms and Conditions.
- (c) Subject to clause 14.1(a) and to the extent permitted by law including the Australian Consumer Law, the Pride Centre will not in any circumstances be liable for any:
 - (i) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or
 - (ii) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation of loss or loss of production, which may be suffered or incurred by any person, including in connection with the Booking, the Hired Area or these Terms and Conditions.
- (d) This clause 14.1 shall not apply to the extent that any liability is caused by a breach of these Terms and Conditions by, or wilful misconduct or negligent or unlawful acts or omissions of, the Pride Centre.

14.2 Indemnity

Subject to clause 14.1(a) and to the extent permitted by law, including the Australian Consumer Law, the Hirer must indemnify and hold harmless the Pride Centre against all claims resulting from any damage, Loss, death or injury in connection with the Booking, the use of the Hired Area by the Hirer or any breach by the Hirer of these Terms and Conditions or the Venue Hire Agreement (as applicable) except to the extent that such claims are caused by a breach of these Terms and Conditions or the Venue Hire Agreement (as applicable) by, or wilful misconduct or negligent or unlawful acts or omissions of, the Pride Centre.

15. Complaints

- (a) Any complaint in relation to the Booking or the use of the Hired Area will be handled in accordance with the complaints policy of the Pride Centre in place and as amended from time to time.
- (b) The Hirer must address any complaint in relation to the Booking or the use of the Hired Area to Pride Centre Management.

16. Deemed acceptance of Terms and Conditions

The Hirer acknowledges and agrees that:

- (a) by making a Hire Application and using the Hired Area, the Hirer:
 - (i) warrants that the person or persons who submitted the Hire Application are duly authorised to submit the Hire Application on behalf of the Hirer; and
 - (ii) is deemed to accept these Terms and Conditions;
- (b) upon approval and acceptance of the Hire Application by the Pride Centre, the Hirer is contractually bound by the Booking and agrees to use the Hired Area (and ensure the Hired Area is used by Associated Persons) in accordance with these Terms and Conditions; and
- (c) the Pride Centre is entitled to accept or reject the Hire Application at its absolute discretion and subject to any conditions imposed by the Pride Centre in its absolute discretion, and if the Hire Application is:
 - (i) rejected, the Hire Application may be resubmitted with the missing information completed or amended (as required); or
 - (ii) accepted, these Terms and Conditions come into effect, and the Hirer is bound by these Terms and Conditions, on and from the date of such acceptance by the Pride Centre.

17. Event Space Bookings

If a Booking is made with respect to an Event Space, the Hirer must enter into a Venue Hire Agreement with the Pride Centre as a condition precedent to the Pride Centre being bound by these Terms and Conditions.

18. Inconsistency

In the event of any inconsistency between these Terms and Conditions and a Venue Hire Agreement, the Venue Hire Agreement prevails to the extent of the inconsistency.

19. General

19.1 Approvals and consents

Except where these Terms and Conditions expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under these Terms and Conditions.

19.2 No transfer

The Hirer must not assign, transfer or sub-licence the Booking or a right under these Terms and Conditions to any other person or organisation without the prior written agreement of Pride Centre Management.

19.3 Survival

Any indemnity or any obligation of confidence under these Terms and Conditions is independent and survives termination of these Terms and Conditions. Any other term by its nature intended to

survive termination of these Terms and Conditions survives termination of these Terms and Conditions.

19.4 Entire Agreement

These Terms and Conditions together with any Venue Hire Agreement executed by the parties in connection with a Booking constitute the entire agreement between the parties as to its subject matter, and supersedes all prior agreements, representations, negotiations, correspondence and communications.

19.5 Severability

A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from these Terms and Conditions and the remaining terms or parts of the term of these Terms and Conditions continue in force.

19.6 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

19.7 Relationship

Except where these Terms and Conditions expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

19.8 Governing law and jurisdiction

These Terms and Conditions are governed by the laws of Victoria. Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.