

Student Room Booking Agreement

GENERAL TERMS AND CONDITIONS

Introduction

- 1.1 This document forms part of the Agreement relating to Hired Space(s) and Events and contains the General Terms and Conditions applicable. The meaning of any capitalised terms are set out in clause 10.
- 1.2 Applications made on behalf of an organisation or body of persons shall be between La Trobe University and that organisation or body of persons. La Trobe University may require evidence of the aims and objectives of the body or organisation for which the booking is made and/or proof of incorporation.
- 1.3 Applications may not be transferred, assigned or sublet to another person or transferred to another date without the consent of La Trobe University.

Hired Space(s)

2. La Trobe grants to the Client a licence to use and occupy the Hired Space(s) as described in this Agreement for the agreed period of time on the approved Hired Space(s) and Events Agreement subject to these General Terms and Conditions and any required Specific Terms and Conditions. The Client acknowledges that it has made its own assessment regarding the suitability of the Hired Space(s) for the intended purpose and has not relied on any representation, assurance or statement by La Trobe.

Payment

- 3.1 La Trobe may require payment in full, or a deposit amount as determined at the time of quote and a Purchase Order to confirm a Hired Space(s) Agreement at its discretion.
- 3.2 Payment in full must be received no later than 10 business days prior to the specified date.
- 3.3 Any additional goods or services requested by the Client or required as part of these – or other specified - Terms and Conditions after the payment of the initial invoice through to the end of the agreed period will be invoiced to the client as soon as reasonably practicable after the Event. Payment in this instance must be received no later than 10 business days post the date of invoice.

Termination, Cancellation or Postponement

- 4.1 La Trobe may terminate this Agreement if:
 - a) The Client fails to comply strictly with this Agreement (including, without limitation, payment under clause 3);
 - b) The intended use of Hired Space(s) changes in any respect which La Trobe, at its sole discretion, considers to be material;
 - c) The Client is likely to become bankrupt or insolvent;
 - d) There is a serious likelihood that damage may be caused to the Hired Space(s) or where La Trobe considers that an emergency exists; or
 - e) La Trobe's name or reputation in its sole opinion is or may be brought into disrepute by any act or omission of the Client or the Client is involved in or has been charged with any illegal conduct or activity.

- 4.2 Should the Client decide to cancel the event and/or the Hired Space(s) after the return of a signed Agreement, La Trobe University will retain any deposit amounts paid and the Client will be liable for total costs and cancellation fees determined by the following schedule;

Time Prior to Arrival Date	Event Cancellation Fee
Upon signature of Agreement to 91 Days	25% of Total Estimated Charges*
90 – 61 Days	50% of Total Estimated Charges*
60 – 15 Days	75% of Total Estimated Charges*
14 – 0 Days	100% of Total Estimated Charges*

- 4.3 If an event is postponed at the client’s request, La Trobe will roll over any deposit amount to the revised booking, associated costs, administration fees and penalties payable by the Client may apply.
- 4.4 In the event of unforeseen circumstances, La Trobe reserves the right to change the Hired Space(s) and associated events at its discretion. All reasonable effort will be made by La Trobe to advise the Client of any changes.
- 4.5 If an event is cancelled due to events outside La Trobe’s reasonable control, La Trobe will attempt to reschedule the event. Where that is not possible, La Trobe will provide a full refund.
- 4.6 La Trobe shall not be held liable for any interference or enforced cancellation of the activities or events proposed to be undertaken by the Client which is caused by any circumstance beyond the control of the University.

La Trobe’s Rights

- 5.1 La Trobe has the exclusive rights to:
- a) Control access to Hire Space(s);
 - b) Supply food and drink and catering services;
 - c) Provide AV and associated technical services;
 - d) Prescribe acceptable sound limits for any Event;
 - e) Supply – and charge – Security, cleaning, technical support, replacement or repair costs; and
 - f) Charge for any costs associated with restoring any Hired Space(s) to its original condition.
- 5.2 The Client acknowledges that their Associates are subject to any Conditions of Entry relevant to Hire Space(s) as determined by La Trobe. La Trobe reserves the right, upon request, to require the Client’s Associates to open for inspection any bag, package or other item (whether or not cloaked) which is in the possession of the Client’s Associates when entering, leaving or at any while within the Hire Space(s). The Client agrees to act in accordance with the directions of La Trobe in this regard.
- 5.3 La Trobe has the right to carry out any acts necessary to ensure compliance with this Agreement, protect the Hired Space(s) from damage or to protect any person from possible injury or risk. This may include the control (or in some cases, the suspension) of the Event or imposition of certain conditions or restrictions in relation to the conduct of the Event. La Trobe may regulate admission, including to refuse admission to, or eject from, the Hired Space(s) and University any person who in La Trobe’s opinion is not conducting themselves in a proper, orderly or lawful manner.
- 5.4 To the extent permitted by Australian Consumer Law, the liability of La Trobe and its employees, contractors or agents for a breach of any warranty or liability which by law cannot be excluded, restricted or modified, or under any express warranty, is limited, at La Trobe's option, to:
- a) Replacement, repair or reimbursement for goods or a suitably determined equivalent; and/or
 - b) Provision or reimbursement for services or a suitably determined equivalent.
- 5.5 La Trobe may need to collect personal information regarding the Client and the Client’s Associates. If you do not provide this information, we may not be able to provide you with required or full services. La Trobe may disclose

this information to third parties including, without limitation, to related entities, contractors and agents of La Trobe (and its related companies, if any), in accordance with its privacy Policy and Procedure. The Client and the Client's Associates may request access to such information or make a complaint about a privacy breach in writing to La Trobe's Privacy Officer.

- 5.6 La Trobe may require the attendance – and invoice the Client for any costs associated with - Emergency Services attendance caused by the Client, its employees, servants, agents or invitees.
- 5.7 La Trobe may invoice the Client for costs associated with cancelling future bookings of Hired Space(s) where that booking must be cancelled on account of the Client failing to restore the Hired Space(s) to its original condition.
- 5.8 La Trobe maintains exclusive rights to the sale of goods and services on campus. No sale of goods, programmes, services or business of any kind may be conducted by the Client or associates without written permission.
- 5.9 The University may alter these Conditions of Hire at any time without prior notice.

Client's Obligations

- 6.1 The Client will complete an **Event Risk Management Plan** where required by La Trobe University and will comply with all La Trobe policies, procedures and guidelines deemed relevant, including:
 - a) Occupational Health and Safety Policy;
 - b) OHS Emergency Control Procedure;
 - c) OHS Incident / Hazard Reporting And Investigation Procedure;
- 6.2 The Client must comply with any Specific Terms and Conditions unique to the Hired Space(s) and/or intended use.
- 6.3 Third party providers may only be engaged as per the requirements of clause 7 below.
- 6.4 The Client must ensure that the number of attendees in the Hired Space(s) does not exceed capacity. The University will not be held liable under Occupational Health and Safety Laws if the number of attendees exceeds capacity.
- 6.5 Products, substances or chemicals classified as hazardous substances or dangerous goods the relevant Material Safety Data Sheet must be approved by La Trobe University prior to being brought onto university grounds.
- 6.6 All advertising material, invitations, decorations, signage, exhibits, equipment and displays to occupy Hired Space(s) and/or advertise an Event – regardless of format - must be submitted for approval. The Materials are at the Client's sole risk and must only be brought into and taken from the University in the manner directed by La Trobe.
- 6.7 The Client acknowledges that La Trobe may place materials in Hired Space(s) relating to La Trobe.
- 6.8 The Client uses and occupies the Hired Space(s) at its sole risk (subject to law and La Trobe's obligations) and assumes full responsibility for the conduct of all persons in attendance and the orderly function of any Event.
- 6.9 The Client must cease (including on the direction of La Trobe) any activity that presents a risk to the health or safety of any person, as reasonably determined by La Trobe. The Client must immediately, or as soon as practicable, notify La Trobe of any accident or injury occurring in connection with the Event.
- 6.10 The Client is responsible for obtaining any permits or licences relevant to Hired Space(s) and/or associated activities. Relevant permits or licences may include (but are not limited to):
 - a) Australasian Performing Right Association (APRA);
 - b) Australasian Mechanical Copyright Owners Society (AMCOS);
 - c) Phonographic Performance Company of Australia (PPCA); and/or
 - d) The Victorian Commission for Gambling and Liquor Regulation).
- 6.11 No photography or recording of any kind – or by any means - is not permitted outside the Hired Space(s). Except for the use of personal cameras within the Hired Space(s), the Client must not take, make or allow to be taken or made a photograph, film, sound or television recording or broadcast in the Function Room without prior authorisation from La Trobe.
- 6.12 La Trobe engages an appropriately licenced contract agency to provide alcohol where required. All staff provided for Functions and Events have completed an approved Responsible Service of Alcohol (RSA) program. The client agrees to comply with all requests pertaining to RSA from contract agency staff at all times.
- 6.13 The Client must allow La Trobe, its employees, contractors and agents free and unlimited access to Hired Space(s) at all times.
- 6.14 The Client must not modify any structural aspect or installation of the Hired Space(s). The Client must restore the Hired Space(s) to the condition in which it was at the commencement of any associated activities. Any property not removed may be disposed of at La Trobe's discretion. Any additional cleaning, repairs or maintenance will be invoiced to the Client.

- 6.15 La Trobe is under no obligation to provide car parking for the Event even if it is held at location at which La Trobe does maintain its own car parks.
- 6.16 If the Client's proposed use of the Hire Space(s) poses any particular, special, unusual or increased risk, La Trobe reserves the right to have Security Officers present at the Event. Security Officers will be included in the provided invoice and/or balance invoice as appropriate.
- 6.17 The Client must not engage in any activity that would result in the generation of naked flames, or have the capacity to contaminate, disable or activate the fire detector system except where permitted in Specific Terms and Conditions.
- 6.18 No additional electrical equipment shall be brought into the Hired Space(s) without prior approval of the University. Any electrical equipment brought into the Venue must have a current test tag attached.
- 6.19 The Client must notify La Trobe of any intended change to the start and end time as soon as practicable. The Client will be liable for any costs associated with changes to start and/or end times.
- 6.20 No animals shall be permitted in the Hired Space(s) or its environs without written consent of the University with the exception of guide and hearing dogs, which are permitted in public places at all times.

Third Party Service Providers

- 7.1 The Client may require third party services providers to deliver additional services to the Hired Space(s). Any such providers must be approved by La Trobe University by completing and submitting a **Request for Third Party Services** form. Such providers may include but not limited to Freight Forwarders, couriers or logistics companies.
- 7.2 The Client acknowledges that it has made its own inquiries as to the quality, capacity, qualifications and suitability of the Third Party Provider and any proposal made by the Third Party Provider prior to the delivery of any services. The Client is responsible for all costs and expenses associated with the Third Party Provider and agrees it is responsible for any equipment provided by the Third Party Provider.
- 7.3 Clients are responsible for compliance requirements and obligations linked to their servants, contractors or voluntary workers. The Client is responsible for loss or damage to all property used or on site for the hire period.

Insurance and Indemnities

- 8.1 The Client must effect public liability insurance for \$20 million (or such other amount or procedure as agreed by La Trobe and specified in this Agreement) for any one occurrence and in the aggregate. The insurance is to include cover for property in the insured's physical or legal control for a minimum of \$100,000 and must include La Trobe as a named insured with a cross liability clause or note La Trobe as an Interested Party. The insurance must be held with an insurer with a minimum financial strength rating of A/Stable (Standard & Poor's). The Client must provide a certificate of currency for this insurance prior to the approval of any Hired Space(s).
- 8.2 The Client releases and indemnifies La Trobe, its employees, officers, contractors, agents and related corporate bodies (if any) from and against any loss, claim, demand, liability or damage whatsoever however arising (including liability or damage caused by any negligent act or omission) in connection with the Event (including, without limitation, in connection with any Third Party Service Providers, Materials and advertising by Client), except to the extent that such loss, claim, demand, liability or damage is directly caused by La Trobe.

General

- 9.1 This Agreement is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.
- 9.2 This Agreement represents the entire agreement between the Client and La Trobe concerning its subject matter and supersedes all prior negotiations, representations and agreements, either written or oral, in connection with the Hired Space(s) and intended use.
- 9.3 To the extent that any provision contained in any other part of this Agreement and these General Terms and Conditions conflict with each other, these General Terms and Conditions prevail.
- 9.4 This Agreement may only be varied by a written document signed by both parties.
- 9.5 The terms of this Agreement are confidential and neither party may disclose such terms (unless required by law) to any third party without the prior written consent of the other party. La Trobe may need to collect personal information regarding the Client and the Client's Associates, in connection with the Event (including for reasons of security and the health and safety of guests). If you do not provide this information, we may not be able to provide you with these services. La Trobe may disclose this information to third parties including, without limitation, to

related entities, contractors and agents of La Trobe (and its related companies, if any), in accordance with its privacy policy which is available at <http://www.latrobe.edu.au/policy/search-policies> or upon request. The Client and the Client's Associates may request access to such information or make a complaint about a privacy breach in writing to La Trobe's Privacy Officer.

- 9.6 Any provision of this Agreement which is invalid or unenforceable and is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision shall be deemed to have been severed.
- 9.7 All of the terms of this Agreement which are capable of having effect after the expiration, or the termination, of all or any part of this Agreement shall then remain in full force and effect. The termination of the whole or any part of this Agreement will be without prejudice to any right of either the Client or La Trobe against the other which accrued prior to the time of termination or which otherwise relates to any breach of obligations under this Agreement which arose prior to the time of termination.

Definitions

10. In these terms and conditions:

'Original Condition' means the exact state the Hired Space(s) immediately prior to the commencement of its hire including any trees, plants and garden beds within or attached to the Hired Space(s);

'Agreement' means the Client Specifications and General Terms and Conditions and once prepared, Banquet Event Order/s;

'Cancellation Fee' means the percentage of the Total Estimated Charges payable by the Client for cancellation or postponement as specified in the Client Specifications;

'Client' means the person or organisation entering into this Agreement with La Trobe in connection with the Event;

'Client's Associates' means the officers, employees, contractors, agents, guests and invitees of the Client;

'Deposit Schedule' means the schedule for payment of the deposit(s), which is set out in this Agreement;

'Event' means the event, function or conference to be held at the Complex (or any area substituted by La Trobe) that is the subject of this Agreement and includes accommodation, where applicable;

'Force Majeure Event' means any occurrence or non-occurrence as a result of which La Trobe is prevented from or delayed in performing any of its obligations under this document and that is beyond the reasonable control of La Trobe, including forces of nature and action or inaction by a Government Agency;

'Government Agency' means: (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law;

'La Trobe' means La Trobe University (ABN 64 804 735 113), of Kingsbury Drive, Bundoora, Victoria 3086, Australia, a statutory body corporate under the La Trobe University Act 2009 (Vic.) and includes, where appropriate, La Trobe's employees, agents and contractors;

'Total Estimated Charges' means the total amount estimated to be payable to La Trobe in connection with the Event (as determined by La Trobe), including anticipated requirements for food, beverage, Third Party Service Providers, accommodation and room hire, and as detailed in this Agreement as may be amended in writing from time to time by agreement between the parties.