

## 1 TERMS AND CONDITIONS

- 1.1 La Trobe University's wildlife sanctuary, indigenous plant nursery and associated services are provided by La Trobe University (Australian Business Number 64 804 735 113), Victoria 3086 (**LTU** or **us** or **we** or **our**), through its Nangak Tamboree Wildlife Sanctuary (**NTWS**).
- 1.2 LTU provides temporarily hire of space(s) within LTU's NTWS (**Hired Space(s)**) as set out in the corresponding booking form issued by LTU (**Booking Form**) to the person specified in the 'Client' section of the Booking Form (**You** or **Your**).
- 1.3 By signing the Booking Form, You agree to these clauses 1 to 11. Upon LTU's receipt of Your signed Booking Form, the Booking Form together with these clauses 1 to 11 form an agreement between you and LTU with respect to your use and occupation of the Hired Space(s) (**Contract**).
- 1.4 The Contract continues until the time specified in the 'Departure Time' section of the Booking Form (**Departure Time**).
- 1.5 In connection with your use and occupation of the Hired Space(s) as detailed in the Booking Form (**Booking**), You accept responsibility for:
  - (a) all Your officers, employees, contractors, agents, guests, students, invitees and any guardians and carers of the foregoing that attend our premises in connection with the Booking (together, the **Invitees**)
  - (b) obtaining all necessary information or consents (including any parental or guardian consent) of Invitees required for their attendance at LTU for purposes of the Booking; and
  - (c) ensuring all Invitees' compliance with the Contract.
- 1.6 LTU may display rules and conditions about entry to and use of its facilities and services at its premises (**Rules**). These Rules form part of these Terms and you agree to follow, and ensure each Invitee follows, these Rules at all times when using those facilities or services.
- 1.7 LTU may, acting reasonably, at any time refuse or cancel access to any LTU facilities or services if You fail to comply with this Contract.
- 1.8 In this Contract, a reference to an Invitee includes You and vice versa.

## 2 LICENCE AND GUIDELINES

### *Licence*

- 2.1 Subject to clause 3.1, LTU grants to You a non-exclusive licence to use and occupy the Hired Space(s) from the 'Start Time' specified in the Booking Form (**Start Time**) until the Departure Time on the 'Booking Date' specified in the Booking Form (**Booking Date**), for the proposed use, event, function, activity or conference for which You wish to book the Hired Space(s) as described in the Booking Form (if any) (**Purpose**) within LTU (**Licence**).
- 2.2 You acknowledge and agree that the grant of the Licence is in no way to be construed to create a tenancy nor confer on You the right to exclusively possess the Hired Space(s).
- 2.3 You acknowledge and agree that You have made Your own assessment regarding the suitability of the Hired Space(s) and Equipment for the Purpose, and have not relied on any representation, assurance or statement made by or on behalf of LTU that is not contained in the Contract.
- 2.4 You must notify LTU by emailing [wildlife@latrobe.edu.au](mailto:wildlife@latrobe.edu.au) of any intended change to the Purpose.

### *Guidelines*

- 2.5 Your use and occupation of the Hired Space(s) must be consistent with LTU's *Facility Use Guidelines* as amended,

modified, re-enacted or replaced from time to time

(**Guidelines**). You acknowledge and agree that:

- (a) You have received and read a copy of the Guidelines
- (b) Your booking is a 'Non-LTU booking' for purposes of the Guidelines; and
- (c) You must use and occupy the Hired Space(s) in accordance with the Guidelines, and a failure to do so may result in You being liable to pay LTU additional fees in accordance with the Guidelines.

- 2.6 If there is any inconsistency between the provisions of the Contract and Guidelines, the provisions of the Contract will prevail to the extent of the inconsistency.

## 3 CHARGES AND PAYMENT

- 3.1 In consideration for the Licence, you agree to pay to LTU the amounts specified in the 'Charges' section of the Booking Form (**Charges**) in accordance with clause 3.
- 3.2 The Charges must be paid by You prior to the Booking Date. To facilitate payment of the Charges, LTU will at its election:
  - (a) submit invoices to You for amounts payable and You undertake to pay such amounts within 30 days and in any case prior to the Booking Date
  - (b) accept cash payment; or
  - (c) accept payment via electronic means, including debit or credit card payment through an EFTPOS or online facility of LTU.
- 3.3 You may be required to pay LTU fees in addition to the Charges for any:
  - (a) additional goods and/or services provided to you as set out in the Guidelines (other than those specified in the Booking Form)
  - (b) additional charges incurred by you as set out in the Guidelines; and/or
  - (c) loss, damage cost or expense incurred by LTU as a result of Your breach of this Contract, in which case LTU will invoice You for amounts payable and you must pay such amounts within 30 days of receipt of such invoice.

### *GST*

- 3.4 In this clause, words used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Law**) have the same meaning given to them in the GST Law. Amounts referred to in this Contract are expressed exclusive of GST unless otherwise stated. If GST is imposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

## 4 BOOKING CHANGES, CANCELLATION & TERMINATION

### *Cancellation and changes*

- 4.1 To cancel Your Booking, you must notify LTU in writing by emailing [wildlife@latrobe.edu.au](mailto:wildlife@latrobe.edu.au). Where You cancel Your Booking:
  - (a) no later than 5:00 PM (in the time of Victoria, Australia) on the second business day prior to the Booking Date, LTU will refund You any amounts You have paid to LTU in respect of the Booking; or
  - (b) after 5:00 PM (in the time of Victoria, Australia) on the second business day prior to the Booking Date, LTU will refund You any amounts you have paid to LTU in respect of the Booking, minus a \$50.00 administration fee representing the expenses and the



loss of bookings LTU may incur as a result of such cancellation. Where You have not already paid LTU any Charges to the value of or exceeding \$50.00, You must pay LTU the balance of such administration fee within 30 days of Your Booking cancellation.

- 4.2 In the event of unforeseen circumstances or circumstances beyond the control of LTU that adversely impact Your Booking, LTU will, acting reasonably and in consultation with You:
- change any of the Hired Space(s), Booking Date, Equipment, Start Time and Departure Time, subject to Your prior agreement to any such change (in which case this Contract will accordingly be varied to reflect any such change); or
  - cancel Your Booking, in which case:
    - this Contract is terminated at the time such cancellation is notified to You; and
    - LTU will refund You any amounts You have paid to LTU in respect of the Booking.

#### **Termination**

- 4.3 A party may by written notice to the other immediately terminate this Contract if:
- required by law
  - the other party commits a breach of this Contract
  - there is a serious likelihood that damage may be caused to the Hired Space(s) or Equipment as a result of any act or omission by You
  - LTU considers that an emergency exists; or
  - LTU's name or reputation is or may be brought into disrepute by any act or omission of You.
- 4.4 If this Contract is terminated pursuant to clause 4.3, You must, to the extent practicable and as soon as possible:
- vacate the Hired Space(s)
  - in accordance with the Guidelines, return the Hired Space(s) to the exact state of the Hired Space(s) immediately prior to the Start Time (**Original Condition**); and
  - yield to LTU the Equipment in good working order and repair.
- 4.5 If LTU terminates this Contract pursuant to clause 4.3(a) or (d), LTU will, acting reasonably and in consultation with You, cancel your Booking in accordance with clause 4.2.
- 4.6 Clauses 2.2, 3.3, 4.1(b), 5.6, 5.10, 6, 7.1, 7.2, 7.3, 8, 10, 11.1(c), 11.3, 11.4 and this clause survive the termination or expiration of this Contract.

## **5 EQUIPMENT AND PROPERTY**

#### **LTU Equipment**

- 5.1 LTU may make equipment belonging to or under the control of LTU available to You in connection with Your use and occupation of the Hired Space(s), including the barbeque, fire pit and any keys or access cards used to access the Hired Space(s) (**Equipment**).
- 5.2 You acknowledge that LTU is the owner of Equipment and You must not dispose of or deal with the Equipment in any way which is inconsistent with LTU's rights.
- 5.3 You must use any Equipment in a proper, safe and prudent manner and only for its intended purpose and within the capacity for which it was designed.
- 5.4 You must not alter, remove, modify or in any other way change the nature and operating method or mechanism of the Equipment without the prior written approval of LTU.
- 5.5 You are responsible at Your own cost for maintaining the Equipment in good repair and condition during the Booking.
- 5.6 You shall yield to LTU the Equipment in good working

order and repair as of the Departure Time or earlier termination of this Contract.

#### **Your equipment**

- 5.7 Except for the Hired Space(s) and Equipment, You are responsible for supplying all equipment and other property You may require at Your own cost.
- 5.8 You must ensure any property You bring onto LTU premises is safe, secure and complies with all applicable laws and LTU policies notified to you.
- 5.9 You are responsible for the repair, maintenance and security of Your property and must not leave your property unattended. We accept no responsibility for lost or stolen items.
- 5.10 You agree to remove any of Your property from LTU grounds upon reasonable request of LTU, or otherwise upon the Departure Time or earlier termination of this Contract. Property left behind after the Departure Time may be disposed of by LTU acting reasonably at its discretion.

## **6 LTU'S RIGHTS IN RESPECT OF HIRED SPACE(S)**

- 6.1 You acknowledge and agree that LTU and its personnel, acting reasonably, have the exclusive rights to:
- control access to and enter the Hired Space(s) at any time
  - supervise Your use of the Hired Space(s) in accordance with the Guidelines
  - place and store materials belonging to LTU in the Hired Space(s)
  - prescribe acceptable sound limits in the Hired Space(s); and
  - restrict or halt the use of the barbeque or fire pit at any time.

## **7 YOUR OBLIGATIONS**

- 7.1 You agree to:
- follow any reasonable direction of LTU staff, including in respect of any health, safety, security or related matters
  - take care to use LTU's facilities and Equipment safely and properly, and to ask our staff if unsure; and
  - in occupying the Hired Space(s), comply with all laws, and any applicable statutes, regulations, policies, procedures and guidelines of LTU notified to You.
- 7.2 You must, no later than the Departure Time:
- return the Hired Space(s) to its Original Condition which includes returning to LTU any Equipment in good working order; and
  - vacate the Hired Space(s), and You may be liable to pay any LTU any loss, damage cost or expense incurred by LTU as a result of Your failure to do so.
- 7.3 You agree to respect our staff and others at all times and not to behave in an inappropriate, disruptive, harassing, threatening or offensive manner or in any manner that may cause harm or injury. You agree that we may eject You or suspend or terminate Your access to LTU facilities at any time for such behaviour, or if you refuse to vacate the Hired Space(s) at or following the Departure Time.
- 7.4 Any decoration of the Hired Space(s) by You must be conducted in accordance with the Guidelines.
- 7.5 You must:
- take proper care when attending and using our facilities and not damage our facilities and Equipment
  - use the fire pit and barbeque strictly in accordance with the Guidelines



- (c) as soon as practicable, notify LTU of damage occurring to the Hired Space(s) or Equipment; and
- (d) ensure that Your Invitees do not smoke in any area of LTU other than designated smoking areas set out on LTU's website at:  
<https://www.latrobe.edu.au/about/vision/smoke-free-la-trobe>.

**7.6** You must not:

- (a) conduct photography or videography of any kind other than within the Hired Space(s)
- (b) damage the Hired Space(s) or Equipment, or any other LTU property, premises or land
- (c) consume alcohol at or bring alcohol onto LTU premises unless otherwise agreed by LTU in writing
- (d) use, or permit the Hired Space(s) to be used, in any noxious or offensive manner
- (e) other than in accordance with this Contract, alter, drill, mark, decorate or deface any part of the Hired Space(s)
- (f) interfere with the fauna or flora of LTU
- (g) bring or permit to be brought onto LTU any balloons
- (h) permit animals other than assistance dogs to be in the Hired Space(s) or its environs without prior written consent of the LTU; and
- (i) other than using the barbeque or fire pit in accordance with the Guidelines, engage in any activity that would result in the generation of naked flames, or have the capacity to contaminate, disable or activate any fire detector system.

**8 THIRD PARTY SERVICE PROVIDERS**

- 8.1** You may use third party services providers to deliver additional services to the Hired Space(s) (**Third-Party Providers**), provided that You first obtain the prior written consent of LTU.
- 8.2** You are responsible for all actions of, and costs and expenses associated with, the Third-Party Provider (including any equipment provided by the Third-Party Provider).
- 8.3** You acknowledge and agree that LTU's caterer shall have the first right of refusal with regards to providing third-party catering services to the Hired Space(s) in connection with the Booking. Where LTU's caterer is unable or unwilling, or LTU does not wish to retain its caterer, to provide catering services to the Hired Space(s) in connection with the Booking, Your catering Third-Party Provider may cater to the Hired Space(s) in connection with the Booking.

**9 PRIVACY**

- 9.1** We require You to provide us with certain personal information and health information in order for us to provide You the Licence and associated services, including any such information provided by you in the Booking Form.
- 9.2** You consent to LTU (or a third party authorised by LTU, including any third-party catering or other service provider engaged by LTU), using any personal information and health information supplied by or on Your behalf to LTU, for the primary purpose of supplying You the Hired Space(s) and associated services in connection with the Booking.
- 9.3** LTU handles personal information and health information in accordance with its privacy policy available at: [www.latrobe.edu.au/privacy](http://www.latrobe.edu.au/privacy).

**10 LIABILITY**

- 10.1** Except to the extent of LTU's negligence, You agree to use the Hired Space(s) and Equipment at Your own risk and agree that all property brought onto the Hired Space(s) by You or Your Invitees shall be at Your sole risk.
- 10.2** To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on You or LTU (**implied terms**) are excluded from this Contract. This does not apply to LTU's negligence.
- 10.3** If any implied terms cannot be lawfully excluded from this Contract, such implied terms are deemed to be included in this Contract provided that yours or LTU's liability for a breach of those implied terms (as applicable) is, at the option of the breaching party, limited to the supply of the Hired Space(s) and associated services in connection with the Booking again (if possible) or the cost of supplying the Hired Space(s) and associated services in connection with the Booking again.

**11 GENERAL**

- 11.1** This Contract:
  - (a) constitutes the entire agreement between You and LTU in connection with the Booking
  - (b) may only be varied by the further written agreement of You and LTU or otherwise in accordance with clause 4.2; and
  - (c) is governed by the laws of Victoria and under the exclusive jurisdiction of the courts of Victoria.
- 11.2** At all times during this Contract You and LTU will cooperate with each other and act in good faith to resolve any dispute or disagreement concerning this Contract.
- 11.3** If the person specified in the 'Client' section of the Booking Form consists of more than one person, those persons shall be jointly and severally bound under this Contract.
- 11.4** Any provisions of this Contract which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the Contract and the validity of the remaining provisions shall not be affected.
- 11.5** LTU and You are independent contractors without authority to bind the other. Neither LTU or You nor the respective personnel of each are agents or employees of the other by virtue of this Contract.