

VET DEVELOPMENT CENTRE

FACILITY HIRE TERMS & CONDITIONS

1. **ACCESS** - VDC facilities open at 8.30am and close at 4.30pm (unless otherwise agreed). Access to the room is available at the entry start time indicated on the signed Quote for Service Letter unless an alternative time has been agreed prior to the event.

Access outside the standard 10-minute post event time as indicated on the Venue Booking Form, will be at an additional cost.
2. **FACILITY HIRE CHARGES** - Facility hire rates quoted are based on ½ or full day hire. Catering can be included at an additional charge (see Catering Booking Form).
3. **TENTATIVE BOOKING** - A booking will be considered tentative pending approval of the submission of the completion of the Venue Booking Form and signed Quote for Service Letter. VDC will confirm the booking within two (2) business days.
4. **CONFIRMATION OF BOOKING** - The booking will be considered confirmed on receipt signed Quotation within ten (10) business days of receiving the Quotation. Once this period has elapsed, VDC reserves the right to cancel an unconfirmed booking and, without further notice, re-allocate the facility to other enquirers. VDC will not be liable to the Client for any loss or damage suffered or incurred by the Client in the event of cancellation under this clause.
5. **ATTENDANCE** - The final number of guests attending must be confirmed to VDC by five (5) business days prior to the event. A list of attendee names should also be provided to VDC for security purposes.
6. **PAYMENT** - Full payment to be made upon receipt of invoice raised by VDC. Payments must be made in accordance with the terms included on the invoice.
 - 6.1. Government Departments - Purchase orders will be accepted from government departments for the estimated amount of the function at least ten (10) business days prior to the function.
 - 6.2. Goods and Services Tax (GST) - GST is applicable to Facility Bookings and Catering charges in accordance with GSTR 2001/1
 - 6.3. The recipient of a supply under a contract shall pay any applicable Goods and Services Tax at the same time as paying for the supply under the contract.
 - 6.4. An additional cleaning charge will be incurred by the client and invoiced accordingly, if *Clause 13* is breached by the client or their attendees.
7. **CANCELLATION AND REFUND POLICY** - In the event the VDC cancels a facility booking, VDC will notify the Client as early as possible and offered the opportunity to transfer to the next suitable date.
 - 7.1. Cancellation of facility booking initiated by the Client must be made in writing, cancellations prior to the date of your event will incur the full room hire fee as follows:
 - 7.1.1. Less than 14 days' notice for single room bookings; and
 - 7.1.2. Less than 30 days' notice for multiple room bookings.
 - 7.2. While every effort will be made by VDC to ensure venue allocations are consistent with those communicated at the time of the booking, VDC reserves the right to assign an alternative space where the original space is unavailable due to circumstances beyond VDC's control. The Client will be notified of such a change.
 - 7.3. VDC may immediately terminate the booking during the hire period if it reasonably believes these Terms and Conditions of Hire are being breached and the Client has not remedied the breach after being directed by the VDC verbally to do so.
8. **CHANGE OF DATE** - If the Client needs to change the date of the function VDC will use reasonable endeavours to accommodate such change subject to the following conditions:

- 8.1. the change is notified to VDC not less than 10 business days prior to the function date identified on the signed Quote for Service Letter;
- 8.2. the facility is available for the proposed new date;
- 8.3. the change of date is within the same calendar year; and
- 8.4. one date change will be allowed per each individual booking (unless otherwise agreed in writing by VDC).

If the date change is requested less than 10 business days prior to the function date identified on the signed Quote for Service Letter, then the change will be treated as a cancellation client and the client will be liable under the cancellation clause.

9. **CONDUCT & VALUES** - VDC Staff are expected to act professionally, actively demonstrating VDC's values of Ethics, Integrity and Respect in their work (refer <https://vdc.edu.au/about-us>). It is expected that all Clients and their staff and attendees conduct themselves in a manner that upholds VDC values and does not put the health, safety or wellbeing of others, including VDC staff, at risk. At no time will the following be tolerated:

- Disrespectful behaviour towards others, including VDC staff
- Bullying
- Violence (physical or verbal)
- Sexual harassment
- Discrimination
- Harassment and Vilification
- Corruption and fraud
- Unsafe acts

To ensure VDC is able to provide a high level of service in a safe, healthy and pleasant environment for all, visitors must comply with the following conduct. Entry will be refused, or a person requested to leave VDC if the person:

- is abusive or uses offensive language or whose behaviour is threatening, and/or
- is under the influence of alcohol, non-prescriptive drugs, or other illegal substances.

10. **SET UP** - The Client, with consultation of VDC staff, is responsible for the booking of adequate set up/down time for an event.

- 10.1. VDC staff will conduct a housekeeping and safety speech at the commencement of each event.
- 10.2. Upon arrival, a VDC staff member will advise the trainer/coordinator of time allocations for applicable breaks, i.e., morning tea/lunch/afternoon tea; these times must be strictly adhered to.
- 10.3. No adhesive tape of any type is to be placed on the walls, fixtures, fittings or artwork within VDC.
- 10.4. Any posters or pages must be adhered to the walls with 'blu tac' only.
- 10.5. Any electrical wiring, leads and plugs for use at VDC must comply with the relevant Australian safety standards.
- 10.6. All equipment, fittings or materials for use at VDC should be free from defects and in good working condition.
- 10.7. The Client must comply with VDC's OH&S policies.
- 10.8. The Client and attendees within VDC shall obey all directions or orders given by VDC's Staff as to the management of the functions being conducted therein.
- 10.9. The Client shall also be responsible and shall pay to VDC the cost of extra cleaning incurred by the action of the Client or its attendees over what would be determined by VDC to be the normal requirement.
- 10.10. Entry to VDC must be through the main reception door of VDC.

10.11. All doors must be kept unlocked and ready for use as escape doors in case of alarm from fire or other cause.

11. **ANIMALS** - No animals shall be permitted at VDC without written consent of VDC with the exception of guide and hearing dogs, which are permitted in public places at all times.
12. **LIMIT OF HIRING** - The Client shall only be entitled to use the particular part or parts of the facility hired and VDC reserves the right to let any other portion of the facility for any other purpose or purposes at the same time.
13. **POST-USE CLEANING** - The Client will leave the facility in a tidy condition and all fixtures in good working order and condition, and immediately place all rubbish and waste matter, in plastic bags within the garbage bins provided.
14. **INDEMNITY** - The Client is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, including the provision of food, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the Client hereby forever releases, discharges, indemnifies, and holds harmless VDC, its servants, officers, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith, including but not limited to any legal liability whatsoever arising from the use by the Client; any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said use; and all loss or damage to any property, buildings, equipment or materials of VDC and/or any other persons due to the use; any and all loss, damage, injury or illness, including death, sustained or incurred by the Client and/or any person associated with the Client arising in any manner from the use.
15. **OBSERVANCE OF LAWS** - The Client shall conform to the requirements of the Occupational Health and Safety Act, Local Government Act, Food Act 1984 and any other relevant Act, relevant by-laws, rules or regulations made thereunder (together, the Laws) and shall be liable for any breach of any Laws.
 - 15.1. The Client is responsible for ensuring the number of attendees at VDC does not exceed the capacity as listed in the Event Details in the signed Quote for Services Letter. VDC will not be held liable under any Laws if the number of attendees exceeds the capacity of VDC.
 - 15.2. The Client must make themselves familiar with and work within VDC's policies and procedures.
 - 15.3. The Client shall and shall procure that any Third Party will comply with the Safety Laws and will not do anything or fail to do anything that would cause VDC to be in breach of its obligations under Safety Laws. For the purposes of this clause Third Party means any employee, agent, invitee, visitor or sub-contractor of the Client. Safety Laws means all work health and safety statutes, by-laws and regulations, codes of practice, advisory standards or relevant policies or procedures as in force from time to time in the relevant jurisdiction affecting or in any way relating to the hire of VDC.
 - 15.4. All exits must be free from obstructions and accessible at all times.
 - 15.5. Noise levels must be kept to a reasonable level at all hours to avoid disrupting meetings and events in the surrounding areas.
16. **PRIVACY** - VDC collects information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed.

On occasion, VDC may take photographs and/or video footage of its facilities for marketing purposes, this may result in the Client and/or Client's attendees/guests being captured in images and/or video footage. Please advise VDC in advance if you do not want this to occur.
17. **SAFETY** - The Client shall be responsible for payment of the cost of any fire emergency alarms which result in emergency services attendance VDC where the alarms have been set off by the Client, its employees,

attendees or guests. The Client is responsible for loss or damage to all property used or on site for the event linked to the hire period.

In an effort to increase safety and security within the building, please ensure that your key on-site contact is aware of these Terms and Conditions and that will be required to follow certain procedures upon visiting VDC. These guidelines are as follows:

- 17.1. If it is the trainer/coordinator's first time on the premises, please advise VDC Staff so that safety and evacuation procedures etc. can be covered off upon arrival.
- 17.2. VDC rooms are not lockable, therefore it is strongly advised that attendees take any valuables from the room during breaks and at the end of each day. VDC will not be held liable for any loss or damage to personal items.
- 17.3. In the event of an emergency or evacuation, all attendees will be required to follow the instructions of VDC staff adhering to emergency procedures in place and on the advice of building and local authority.
18. **SMOKING** - VDC has a smoke-free policy, including all types of cigarettes and e-cigarettes/vapes. Smokers must not stand in the vicinity of building entrances/exits or air intakes to buildings. Smokers have the responsibility of disposing of cigarette butts in an environmentally friendly manner. The Client must make all attendees aware of this policy.
19. **TERMS AND CONDITIONS OF HIRE** - Clients are advised that VDC may alter these Terms and Conditions of Hire at any time without prior notice.
20. **BREACH OF CONDITIONS OF HIRE** - It is the responsibility of the Client to ensure that all onsite staff/trainers and attendees are informed of these Terms and Conditions of Hire. Any person committing a breach of any one or more of these conditions of hire may be removed from the facility.

CATERING SERVICES

1. **FOOD AND BEVERAGE** - The Client and their attendees are not permitted to provide food and beverage, nor consume food or beverage other than those supplied via the VDC unless otherwise agreed.
2. **FOOD AND BEVERAGE PRICING** - Packages and pricing will be quoted based on the Clients requirement.
3. **FOOD AND BEVERAGE CONFIRMATION** - Details are to be finalised five (5) business days prior to the event. Catering arrangements not made within five (5) working days of the event may mean that your specific requirements cannot be guaranteed. Due to seasonal or supplier shortages VDC reserves the right to alter or adapt menus or services.
4. **FINAL ATTENDANCE** - The final number of guests attending must be confirmed to VDC by five (5) business days prior to the event together with a list of names and dietary requirements.
5. **PAYMENT** - Full payment to be made upon receipt of invoice raised by VDC. Payments must be made in accordance with the terms included on the invoice.
6. **FOOD ALLERGIES AND ADVERSE REACTIONS** - Levels of reactions to allergens vary; with some reactions being simply due to proximity (airborne) and others occurring only after consumption of the allergen. VDC is therefore unable to guarantee there are no allergens in the food and beverages served during the function. VDC and the Client will discuss the Client's food and beverage requirements in this regard with a view to minimising the likelihood of reactions.

For further information refer to www.allergy.org.au and/or www.aifst.asn.au (the Australian Institute of Food Science and Technology Incorporated).



VET DEVELOPMENT CENTRE

Level 8, 379 Collins Street, Melbourne VIC 3000

T 1300 917 150 | E info@vdc.edu.au | W www.vdc.edu.au

 VET Development Centre
 @vetdevelopmentcentre
 @VDCeduau