

TITLE: SV SPACE HIRE LICENCE TERMS & CONDITIONS

December 2023

Grant of space hire licence (**the Licence**)

On submission of the booking request made by the space hirer (**the Hirer**), and subsequent confirmation by Sustainability Victoria (**SV**), SV grants a non-exclusive licence to the Hirer, to use the requested space, for the selected hire period (**the Space Hired**), at SV's offices at level 12, 321 Exhibition Street, Melbourne, Victoria (**the Premises**), subject to these Terms and Conditions. You acknowledge that you have read and agree to these Terms and Conditions.

1) Licence Fee

- a) Unless paid at time of booking, the Hirer will pay SV the space hire fee (**Licence Fee**) within 30 days of the date of the tax invoice issued by SV. The Licence Fee will be published by SV on the online booking request form available on SV's website, or otherwise communicated to the Hirer at the time of making the booking.
- b) Any use by the Hirer outside of the Space Hired requires prior approval from SV and will be subject to payment of all reasonable costs imposed by SV or SV's Landlord in addition to the Licence Fee. SV will take reasonable steps to provide notice of any additional costs at the time the request for approval is made.
- c) The following additional "after hours" fees apply (except where SV has agreed to an alternative arrangement with the Hirer), for use after 5:15pm:
 - i) \$100 per 15 minutes or part thereof when the Hirer or its guests remain onsite after 5:15pm.
- d) Access to the building is only permitted between the hours of 8.30am and 8.30pm.

2) Access and catering

- a) The Hirer will have access to all furniture and AV technology placed in the Space Hired, SV Guest wi-fi, photocopying facilities (including paper), bathroom facilities, kitchen area, and egress areas.
- b) SV tea and coffee machine are available at \$5pp per day.
- c) SV catering information is available at <https://www.sustainability.vic.gov.au/about-us/space-hire/plan-your-event/catering> and all catering must be delivered through the loading dock.
- d) A \$2pp cleaning fee is chargeable, to the maximum of \$100 per event, when using offsite caterers.

3) Information and Communications Technology (ICT)

- a) The Licence does not include any information and communication technology (ICT) outside of technology installed within the Space Hired, nor any helpdesk support or other ICT support.

4) Hirer's obligations

- a) The Hirer must, and must procure that its agents, employees, contractors and guests:
 - (i) occupy only the Space Hired for the time agreed. Additional fees are payable for additional usage in accordance with clause 1 of these Terms;
 - (ii) comply with all reasonable directions from SV regarding use of and access to 321 Exhibition Street, the Space Hired and common areas;
 - (iii) comply with SV's [ICT acceptable usage policy for external users | Sustainability Victoria](#);
 - (iv) keep the space hired and all equipment within it in good repair and condition having regard to their state of repair and condition at the start of the space hire;
 - (v) inform SV of any faulty service or damage to the space hire, equipment and common areas or emergency immediately the Hirer becomes aware of it;

- (vi) maintain appropriate insurance to cover the Hirer's property and any liabilities under the Licence, including public liability and workers compensation insurance where relevant; and provide SV with a copy of the policy information upon request.

- b) The Hirer must not (and must procure that its employees, agents, contractors and guests must not):
 - (i) restrict SV's right of access to the Space Hired or the Premises;
 - (ii) use the Space Hired for anything other than its intended purpose;
 - (iii) alter SV's property or remove it from the Space Hired or the Premises;
 - (iv) copy or retain any keys, access cards or similar devices for the space hired, the Premises or equipment given to it SV.

5) Indemnity

- a) Subject to clauses 5(c) and 5(d), the Hirer indemnifies SV from and against all damages, expenses, actions, claims or demands of any nature howsoever arising in connection with:
 - i) the Hirer's, and its employees', agents', contractors' and guests', use of:
 - (1) the space hired;
 - (2) any equipment;
 - (3) SV's offices and 321 Exhibition Street; and
 - (4) ICT system;
 - ii) the death of or injury to any person or property caused by or contributed to in any way by the Hirer, its employees, agents, contractors and guests, or the Hirer's (or its employees', agents', contractors' and guests') property;
 - iii) the breach of these Terms by the Hirer,

in connection with the Licence.

- b) Subject to clauses 5(c) and 5(d), the Hirer is liable for any loss or damage (including to third parties occupying the Premises) caused by it, its agents, employees, contractors and guests to:
 - (i) the Licensed Area/s;
 - (ii) any equipment;
 - (iii) The Premises and 321 Exhibition Street; and
 - (iv) ICT system

in connection with the Licence.

- c) The Hirer will not be liable for any loss or damage under clauses 5(a) or 5(b) to the extent caused by SV failing to take reasonable steps to mitigate any loss or damage suffered or incurred by SV as a result of any circumstances referred to in clauses 5(a) and 5(b).
- d) The Hirer is not required to indemnify SV under clause 5(a) or 5(b) to the extent that any damages, expenses, actions, claims or loss, or loss or damage, referred to in those clauses is caused or contributed to by SV's negligence, fraud, breach of law or breach of the Licence.
- e) The Hirer acknowledges that the Premises are used by Third Parties. SV is not liable for any theft, loss or damage to any property or equipment of the Hirer including anything stored in the storage locker units, except where the theft, loss or damage is caused by the negligence, fraud, breach of law or breach of the Licence of SV.

6) Termination

- a) Either party may terminate the Licence by giving the other party at least seven days' prior written notice. Refund of any Licence Fees paid in advance will be subject to clause 7 on termination.
- b) If the Hirer breaches any term of this Licence and does not remedy the breach within seven days of written notice from SV, then this Licence is terminated (without liability to SV, subject to clause 5(e)) and the parties will comply with their obligations on termination.

7) Cancellation policy

- a) All bookings cancelled within 24 hours of submitting the booking will receive a full refund of the Licence Fee from SV.

- b) Cancellations by the Hirer more than 30 days before the booked date for the Space Hired will receive a full refund of the Licence Fee paid for that booking.
- c) If the booking is cancelled by the Hirer between 30 days and 7 days of the date booked for the Space Hired, a cancellation fee of 50% of the Licence Fee is payable to SV.
- d) If the booking is cancelled by the Hirer less than 7 days of the date booked for the Space Hired, a cancellation fee of 100% of the Licence Fee is payable to SV.
- e) Upon cancellation, the Space Hired will become available for a new booking. If the Space Hired before cancellation is booked by a new client, the revenue from the replacement booking will be deducted from the cancellation fees, up to and not exceeding 100% of the original rate.
- f) If SV cancels the booking or terminates the Licence in accordance with clause 6(a), SV will refund to the Hirer any Licence Fees paid in advance of a booking that has not yet occurred, unless the cancellation or termination is made under clause 6(b).

8) **Obligations at end of space hire**

- a) At the end of the space hire period, the Hirer must remove all their items and equipment from the Space Hired and ensure they leave the space hired in a condition acceptable to SV. SV accepts no responsibility for the Hirer's items and equipment left at the Space Hired at the end of the space hire period.
- b) If the Hirer, its employees, agents, contractors or guests, has reconfigured the Space Hired (by rearranging furniture and the like) during the space hire period, they must reset the Space Hired to its standard configuration at the end of the space hire period. Failure to reset the room will result in the Hirer being liable for a reset fee of \$100 (excl. GST) per room. If non-moveable items (weighing over 10 kgs without wheels) require resetting, the fee charged will be \$400 (excl. GST) per room.

9) **Costs**

- a) The Hirer must pay to SV on demand in the case of any breach of the Licence all costs reasonably incurred by SV in accordance with the Licence, except to the extent such costs are caused or contributed to by SV's negligence, fraud, breach of law or breach of the Licence.
- b) In the event of the Hirer spilling any liquid/s or substances on the carpeted surfaces at SV's offices including but not limited to the Space Hired, the Hirer will be liable to pay SV a \$200 cleaning fee.

10) **No Warranties or Representations**

- a) SV does not make any warranties or representations in respect of:
 - i) the state of repair and condition of the equipment or the space hired (or lack of repair or condition);
 - ii) the fitness for purpose of the of the equipment or the space hired.
- b) If any consumer guarantee within the meaning of the Australian Consumer Law (meaning the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) (Consumer Guarantee) applies to any goods or services provided by SV to the Hirer, SV limits its liability for any failure to comply with such Consumer Guarantee to:
 - i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - ii) in the case of any goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- c) Nothing in clause 10 will have the effect of limiting, excluding, restricting or modifying:
 - i) SV's liability or obligations under this Licence except to the extent permitted by law; or
 - ii) the application of any Consumer Guarantee to the extent such limitation, exclusion, restriction or modification is not permitted by the Australian Consumer Law.

11) No Lease

- a) The parties agree that the grant of this Licence does not constitute a relationship of landlord and tenant between the parties.

12) GST

GST means goods and services tax, value added tax, consumption tax or a similar tax.

- (a) If GST is imposed on any supply by SV under this Licence, the Hirer must pay the amount imposed to SV at the same time as and in addition without setoff to the amount the Hirer is required to pay to SV for the supply in question or on demand by SV.

13) Privacy

- (a) For the purposes of this clause, **Personal Information** means information or an opinion (including in a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion.
- (b) The parties must, and must procure that their employees, agents, officers and subcontractors comply with any Privacy Laws that apply to it..

14) Confidentiality

- a) Each party shall keep the information of the other party which is by its nature confidential or which is described by the other party to be confidential (Confidential Information) confidential at all times, and shall not make available, communicate or disclose any Confidential Information to any person or use or allow any person to use any of the Confidential Information for any purpose without the prior consent of the other party.