## VET DEVELOPMENT CENTRE FACILITY HIRE TERMS & CONDITIONS



**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).

**TENTATIVE BOOKING** – A booking will be considered tentative pending approval of the submission of the completion of the "Booking Form" and signed "Acceptance of conditions". VET Development Centre (VDC) will confirm the booking within two (2) business days.

**CONFIRMATION OF BOOKING** – The booking will be considered confirmed on receipt of full payment. This should be paid within 5 business days of making the booking. 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.

**CANCELLATION FOR FAILURE TO PAY** – VDC reserves the right to cancel the booking if payment is not received from the Client within the prescribed time.

**CANCELLATION AND REFUND POLICY** – Room Hire - 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 or receive a full refund of any payments made for this booking. No refunds are given for non-attendance.

Cancellation of facility booking initiated by the Client must be made in writing, the following cancellation fees will apply:

MORE THAN TEN BUSINESS DAYS (10) DAYS PRIOR TO THE FUNCTION	10 percent (10%) of the total hire fee will be retained by VDC
TEN (10) BUSINESS DAYS OR LESS BEFORE THE FUNCTION	One hundred percent (100%) of the total facility hire fee is to be paid by the Client.

**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:

- a. the change is notified to VDC not less than 10 business days prior to the function date identified on the Facility Booking Form;
- b. the facility is available for the proposed new date;
- c. the change of date is within the same financial year; and
- d. 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 Booking Application Form, then the change will be treated as a cancellation by the client and the client will be liable under the cancellation clause. **PAYMENT** – Bank cheques are accepted only when received ten (10) business days prior to the function.

**CREDIT CARD PAYMENT** – Payment by credit card may be effected by completing, in full, the credit card payment section on the VDC invoice or the Booking Form. Full prepayment will be processed in advance and a copy of the invoice supplied to the client.

**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.

**GOODS AND SERVICES TAX (GST)** – GST is applicable to Facility Bookings and Catering charges in accordance with GSTR 2001/1

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.

**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

**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.

**BREACH OF CONDITIONS OF HIRE** – Any person committing a breach of any one or more of these conditions of hire may be expelled from the facility.

**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.

**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.