

## PRECINCT CONFERENCE CENTRE- TERMS AND CONDITIONS OF HIRE

The Precinct Conference Centre is managed on behalf of TechInSA by Instyle Catering. This agreement is between the person/company who is hiring the Precinct Conference Centre ('the Hirer') and TechInSA.

Please read the Terms and Conditions carefully. A TENTATIVE booking is only CONFIRMED when the Hirer provides a signed copy of these Terms and Conditions to TechInSA. These Terms and Conditions may be varied from time to time by TechInSA and confirmed in writing to the Hirer.

### 1. Booking

Tentative bookings will be held for no longer than 10 working days unless agreed otherwise by TechInSA.

All prices are as quoted by TechInSA and are inclusive of Goods and Services Tax (GST). Prices may be subject to change without notice. Quoted costs are provided on online booking system, but final post-function costs may vary if additional charges apply.

### 2. Confirmation

A TENTATIVE booking is only CONFIRMED when the Hirer provides a signed copy of these Terms and Conditions to TechInSA.

By signing this agreement, the Hirer agrees to comply with these Terms and Conditions.

TechInSA reserves the right to cancel any function which is not confirmed.

### 3. Post-function Payment

An invoice will be raised and sent post function.

The total cost of invoice/s is payable within 14 days.

If the final cost varies from the original quote, the Hirer will be advised in writing with the invoice.

### 4. Cancellations and Change of Dates

In the event of a cancellation the following amounts will remain payable by the Hirer:

- If the function is cancelled less than 7 days before the function, 100% of the total projected costs of the function.
- If the function is cancelled between 8 and 14 days before the function, 50% of the total projected costs of the function.
- If the function is cancelled between 15 and 30 days before the function, 25% of the total projected costs of the function.

Cancellations and change of dates must be advised in writing and be confirmed by TechInSA.

Change of dates must be negotiated with TechInSA. TechInSA will not be held responsible for cancellation of a function if an alternative date cannot be negotiated. At the discretion of TechInSA, any costs incurred by TechInSA due to a change of date will be at the cost of the Hirer.

In the event where any equipment or item booked through a supplier is cancelled by the Hirer, all charges associated with the cancellation will be paid in full by the Hirer to the supplier.

### 5. Room Hire

Hire charges are based on the quote provided at time of booking, but final post-function costs may vary if additional charges apply.

Available access times to the facility are specified within the quote. The Hirer may be charged additional room hire costs and/or staff costs for any function continuing beyond the confirmed conclusion time.

Additional charges will apply for functions held after hours, or on weekends.

The Hirer is required to leave the area in a clean and tidy condition after the function. If additional staffing or cleaning is required to return the area to an acceptable condition additional charges will apply.

### 6. After Hours Staffing

After hours or weekend functions will incur additional charges of \$50.00 per hour for the duration of the function. (in minimum blocks of 1 hour).

The Hirer is responsible for any additional staffing or security costs incurred by TechInSA by reason of the Hirer's actions, or the actions of an attendee, which cause the staff or security to remain at TechInSA after the scheduled finishing time of the function, or to

provide a service that is not part of their standard contract.

## 7. Attendees

Final attendee numbers are required no later than 48 hours prior to the function.

It is the responsibility of the Hirer to ensure all attendees remain in the room(s) hired, and common access areas on the ground floor.

## 8. Catering

All catering requirements are to be directed to the event manager from TechInSA. All catering must be done through TechInSA. No BYO permitted.

All catering and final numbers are to be confirmed at least 48 hours prior to event.

For any cancellations made within 48 hours, full charges will apply.

Charges will apply for any cancellations (or decrease in numbers) within 48 hours of the start of the hirer's event.

Catering will be invoiced separate to room hire payment and terms are 14 days unless otherwise agreed.

## 9. Liquor Service

All liquor service comes under Instyle Catering Licence. No BYO is permitted.

Instyle Catering staff must provide services of all beverages.

## 10. Equipment Hire & Furniture

All hired equipment and furniture must not be removed from the specified hire area. Instyle Catering will set up hired equipment before the function, and will be available for assistance with operating equipment where requested prior to the function. Any additional staffing costs incurred by TechInSA will be on-charged to the Hirer.

The Hirer will be held responsible for any missing items or repair costs for any damages incurred to equipment, furniture, facilities or other goods or property.

TechInSA accepts no responsibility for injury to the Hirer, the Hirer's representatives, or attendees incurred while lifting furniture.

## 11. Electrical Equipment

It is assumed that the Hirer's electrical equipment has been tested by an approved external tester before it is used on site.

All such items of equipment must bear the appropriate tagging verifying current testing.

## 12. Security, Damage & Loss of Property

Security of the rooms and all attendee's belongings or Hirer's equipment prior, during and after functions is the responsibility of the Hirer. TechInSA does not accept any responsibility for any items placed into its care by the Hirer or attendees.

TechInSA, its employees, agents or servants reserves the right, without liability, at TechInSA's discretion, to remove or manage attendees who breach these terms and conditions, or any policies or laws or regulations whilst on TechInSA's property.

TechInSA will have after-hours security on the site. In consultation with the Hirer, TechInSA reserves the right to hire security above and beyond this security for a function. The Hirer is responsible for the cost of any additional security.

## 13. Storage & Waste Removal

All deliveries to TechInSA are to be advised in advance and are to be marked clearly with the date and name of the function. TechInSA will not accept responsibility for the damage or loss of such goods. Goods left without prior arrangement will be deemed abandoned and will be disposed of accordingly.

The return of any goods (including hired goods) at the conclusion of the function is the responsibility of the Hirer.

The Hirer is responsible for any additional waste removal charges which are incurred by TechInSA by reason of a Hirer's actions, or the actions of an attendee, which require waste removal above and beyond what would normally be required.

## 14. Cleaning

The Hirer is responsible for any additional cleaning charges which are incurred by TechInSA where the Hirer's function has caused cleaning to be above and beyond normal general cleaning.

#### 15. Workplace Health & Safety / Fire Precautions

The Area Warden (from Instyle Catering) will provide the Hirer with details of what should occur in the event of an evacuation.

It is the Hirer's responsibility to provide all attendees with evacuation information.

Smoking is strictly not permitted in the Precinct Conference Centre, Incubator building, external deck areas and undercover parking areas.

Should emergency services personnel need to attend the building as a result of the actions of the Hirer or attendee(s), the Hirer is responsible for the full cost of such an attendance and any other associated costs.

All emergency exit doors must be left unlocked and unobstructed, and fire fighting equipment must not be tampered with.

#### 16. Insurance

The Hirer must have in effect their own public liability and property insurance to cover any personal injury, or death, arising by accident to any person whomsoever and to cover any injury, loss or damage whatsoever arising by accident to property belonging to TechInSA. This cover is to include the full period of the booking including setting-up and dismantling times and is to remain current until the building and grounds have been fully vacated.

The Hirer's responsibility for insurance shall be limited to the extent of its liability for any act or omission that gives rise to a claim for loss or damage caused by the Hirer, its employees, agents or servants.

TechInSA shall have a public liability insurance policy in relation to any act or omission that gives rise to a claim for loss or damage caused by TechInSA, its employees, agents or servants.

#### 17. Indemnity

The Hirer indemnifies TechInSA and its employees, agents or servants against and in respect of all and any actions, claims, demands, losses, damages, costs and expenses which TechInSA or any of its employees, agents or servants may incur arising from the death of or injury to any person whomsoever or loss or damage to TechInSA or any property owned by TechInSA or any other person arising from or out of any occurrence in or about the TechInSA building or use of TechInSA's facilities by the Hirer except to the extent that such incident arises as a result of the negligence or omission of TechInSA.

#### 18. General

No item or signage should be placed on any door, wall or other part of the building without TechInSA's prior permission.

The Hirer is responsible for the cost of teleconference calls.

Prior permission is required to use the TechInSA logo in print or Audio Visual display, or any form of media or medium, and TechInSA must approve final publication.

Music, public address systems and noise volume will remain at an acceptable level and TechInSA, its employees, agents and servants reserves the right to disable or reduce any music, systems or noise at its discretion.

#### 19. Force Majeure

TechInSA will not be liable for any non-performance of its obligations under this agreement in the event of fire, storm, flood, explosion, accident, labour disputes, government regulations, or any other force majeure events.

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I, the undersigned, being the authorised representative of 'the hirer' agree to the Precinct Conference Centre terms and conditions

\_\_\_\_\_  
Name of Authorised Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date