

Poa Banyul Community Hub Room Hire Terms and Conditions



1. Definitions

Act of Default: occurs if either party:

- i. commits a material breach of these Conditions of Hire;
- ii. is unable to pay its debts as and when they fall due;
- iii. commits an act of bankruptcy, enters into any composition or arrangement with its creditors or does anything which would make it liable to be put into liquidation; or
- iv. has a receiver, other form of insolvency administrator or statutory or official manager appointed over any of its assets.

ACL: Australian Consumer Law.

Application: the application form for the Casual Hire or Regular Hire of the Facility in the form specified by Meli Community from time to time.

Bond: the security bond specified in the Booking Confirmation required to secure a Booking.

Booking Confirmation: is the booking confirmation (approving the Application) which may include:

- i. a booking number;
- ii. the Booking Date;
- iii. the Hire Period;

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- iv. clean up and exit times (if any);
- v. the Hirer details;
- vi. the Bond and/or Fees;
- vii. Special Conditions;
- viii. details of the areas of the Facility being hired; and
- ix. such other information required by Meli Community from time to time.

Booking: means a booking for Casual Hire or Regular Hire of the Facility set out in a Booking Confirmation.

Booking Date: the agreed date(s) for a Booking specified in the Booking Confirmation.

Casual Hire: a once-off or irregular booking that does not occur more than six times per year.

Casual Hirer Permitted Activity is either:

- i. A one-off social activity or private event (such as a meeting, birthday party, anniversary celebration or other such like activity);
or
- ii. An activity held by a not-for-profit organisation whose primary purpose is to provide a service to the community or an underprivileged or disadvantaged sector of the community and who does not have the capacity to generate significant income through the provision of its activities or services.

Conditions of Hire: is these terms and conditions of hire (as amended from time to time).



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COVID-19 Event: a COVID-19 coronavirus related event that is beyond the control of the parties, including Commonwealth, State or Local Government mandated restrictions such as lockdowns, stay at home orders and restrictions on the movement or operation of business and people.

Equipment: means any equipment at the Facility owned or leased by Meli Community.

External Equipment: is described in clause 18.

Facility: Poa Banyul Community Hub, located at 110-122 Unity Drive, Mount Duneed VIC 3217, including the external grounds.

Fees: the fees or charges (other than the Bond) payable in respect of a Booking, specified in the Booking Confirmation or as otherwise provided in these Conditions of Hire.

Fittings: means any floors, walls, doors, windows, curtains, fixtures or fittings at the Facility.

Force Majeure Event: an event beyond the reasonable control of the parties and includes a COVID-19 Event.

GST: means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).

Hire Period: means the hire period specified in the Booking Confirmation.

Hirer: an individual or organisation that has an Application approved by Meli Community to use part or all of the Facility.

Intellectual Property Rights: means includes all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered.

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Laws:

- i. any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State or local or other government in force in the State of Victoria, irrespective of where enacted; and
- ii. lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of a law.

Meli Community: BCYF – Bethany Limited (ACN 057 582 733) trading as Meli Community.

Meli Policies: means all policies of Meli Community applicable to the use of the Facility as supplemented, varied and replaced from time to time.

Personnel: means a party's employees, secondees, directors, officers, contractors, professional advisers and agents.

PLI: public liability insurance.

Regular Hire: a booking with a regular occurrence such as weekly, fortnightly, or monthly (minimum of six occurrences per year).

Reserved Rights: means the right to:

- i. reasonably remove any person, including the Hirer or any of the Hirer's Personnel from the Facility or any part of it at any time; and
- ii. access any part of the Facility.

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Special Conditions: any special terms or conditions contained in the Application which are specific to a particular Booking.

Taxes: means taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency other than GST or any tax imposed on, or calculated having regard to, net income.

2. Application for use

These Conditions of Hire apply to all Bookings. Each Booking is a separate agreement between the Hirer and Meli Community and incorporates these Conditions of Hire and any Special Conditions.

The Application shall be made online and must be lodged **at least fourteen (14) days prior** to the intended Booking Date.

A quoted price is exclusive of all Taxes (other than GST, which will be included) unless otherwise specified.

The workflow for Booking confirmation is as follows:

1. **Unconfirmed:** when Hirer submits an Application.
2. **Confirmed:** when Hirer receives Booking Confirmation.
3. **Invoicing:** invoice will be emailed shortly after the Booking Confirmation is received (other than for Bookings associated with Regular Hires).
4. **Final:** payment of the Bond and all outstanding Fees paid by the Hirer in full.

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It shall be at Meli Community's absolute and sole discretion to approve or decline an Application. Meli Community will notify the Hirer if an Application is declined.

If the Hirer is not a natural person:

- The Hirer warrants that any person that places an Application on the Hirer's behalf is authorised to do so and will also do so as agent for each of the Hirer's related entities; and
- The Hirer must procure that its Personnel comply with these Conditions of Hire and the Hirer takes responsibility for the acts and omissions of its Personnel.

The Hirer will endeavour to ensure that its Personnel, guests, members, patrons and invitees comply with these Conditions of Hire, and accepts that as between the Hirer and Meli Community, the Hirer will be responsible for all loss and damage suffered by Meli Community by the Hirer's Personnel, guests, members, patrons and invitees.

3. Meli Community rights

Except as expressly limited by these Conditions of Hire, Meli Community reserves and retains the right to exercise all rights and benefits as owner or occupier of the Facility, including the Reserved Rights.

The Hirer acknowledges and agrees that Meli Community is not responsible for administering first-aid to the Hirer's Personnel, guests, members, patrons and invitees if a first aid incident occurs at the Facility.

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4. Changes to Booking

The hirer may request changes to a Booking after Booking Confirmation by emailing Meli Community, and Meli Community will use reasonable endeavours to meet such requests but is not required to do so. The Hirer agrees that changes, upgrades or amendments may incur additional Fees.

Meli Community may notify the Hirer of a change to the room(s) or area(s) of the Facility associated with a Booking up to 2 hours before the Hire Period commences. In these circumstances, the Hirer may:

- if the Hirer does not wish to proceed with the Booking, request a refund of all Fees paid and the Bond; or
- negotiate a separate Booking Date and Hire Period (in which case the Fees held by Meli Community will be applied to amounts due to Meli Community from the Hirer in relation to the re-scheduled Booking).

5. Cancellations

Cancellation by Meli Community

Notwithstanding any other termination rights specified in these Conditions of Hire:

- Meli Community reserves the right to cancel a Booking for convenience at any time. In these circumstances, Meli Community will refund all Fees and the Bond paid by the Hirer.
- Meli Community may cancel a booking if the Hirer commits an Act of Default which is not remedied within seven (7) days of Meli Community providing written notice to do. In these circumstances, all Fees (not already paid) will immediately become due and payable, however the Bond will be refunded.

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Cancellation by Hirer

Cancellation of Casual Hire Bookings by the Hirer must be advised to Meli Community **at least seven (7) days prior** to the Booking Date, and:

- if cancellation is more than seven (7) days before the Booking Date, the Booking will be cancelled, and the Fees (already paid) and the Bond refunded by Meli Community to the Hirer; or
- if cancellation is less than seven (7) days before the Booking Date, the Booking will be cancelled and the Bond refunded, however 50% of the Fees (not already paid) will immediately become due and payable (acknowledging that this is reasonable and in proportion to Meli Community's losses).

Cancellation of Regular Hire bookings by the Hirer must be advised **at least three (3) days prior** to a Booking Date (in which case the individual Booking will be cancelled and the Fees (already paid) refunded), however no more than **25 percent** of recurring Regular Hire Bookings may be cancelled (no matter how much notice given), otherwise the Hirer will forfeit any Bond or Fees paid (or be invoiced an equivalent amount by Meli Community).

If Meli Community commits an Act of Default which is not remedied within seven (7) days of the Hirer providing written notice to do so. In these circumstances, Meli Community will refund all Fees and the Bond paid by the Hirer.

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6. Fees, Bond and discounts

General hire rates for the Facility will be determined by Meli Community and may vary from time to time.

For a Booking to proceed, a Bond and the Fees shall be paid at least **fourteen (14) business days** prior to the Booking Date or otherwise in accordance with the payment terms specified in an invoice.

The Bond will be refunded to Hirer no earlier than fourteen (14) days after the Hire Period provided that Meli Community may:

- expend some or all of Bond in making good any breach of these Conditions of Hire by the Hirer (including any damage to the Facility, Equipment or Fittings or additional cleaning costs, including as set out in clause 5(e), 7, 8 and 30); and
- where Bond has not been provided or is insufficient to make good such breach, invoice the Hirer within thirty (30) days of the Hire Period the amount due for additional Fees.

Any discount to the Fees or Bond is granted at the absolute and sole discretion of Meli Community. Should a discount be granted, it is done so on the basis that the Hirer abides by the arrangements made as per the Booking Confirmation and that the Conditions of Hire are met. Failure to meet these expectations will render the discount invalid and the Hirer will be invoiced for the applicable full hire rate.

Please note: any discount approval is only for a single event unless otherwise stipulated. Discounts are given on a case-by-case basis, dependant on the nature of each individual booking. Therefore, any future events will also require Hirer to apply for discount.



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As a requirement of discounted Fees or Bond for the Facility, if requested by Meli Community, the Hirer agrees to acknowledge Meli Community and the City of Greater Geelong as supporters in advertising and promotional material.

All invoices must be paid in accordance with the payment terms specified in an invoice. A charge of **\$7** will be applied to invoice reprints requested by the Hirer. Any questions or concerns regarding invoices must be raised with Meli Community before the due date of the invoice otherwise invoiced Fees will stand. For information on how to pay an invoice, please contact accounts@meli.org.au.

If the Hirer fails to make full payment of the Fees by a due date, Meli Community may:

- cancel the Booking(s); and
- Impose interest on any overdue amounts at 10% per annum, calculated daily.

Time is of the essence in respect of the Hirer's obligation to pay Fees. If Meli Community incurs costs of collection of any amount the Hirer has failed to pay by the due date, the Hirer agrees to indemnify Meli Community against such costs.

Expressions used in this clause have the same meanings as when used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). To the extent that a party makes a taxable supply in connection with these Conditions of Hire to the other party then, except where express provision is made to the contrary, the amount payable by the recipient of that supply is a GST exclusive amount and the recipient of that taxable supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable. A party's right to payment of the GST is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

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7. Responsibilities and Limit of hiring

The Hirer must:

- only use the Facility for the purposes of the Booking during the Hire Period;
- not access the Facility outside the Hire Period or otherwise approved by Meli Community;
- vacate the Facility by the agreed time stated on the Booking Confirmation;
- comply with the maximum patron numbers which apply in relation to a Booking at the Facility as specified in the Booking Confirmation, as required by Meli Community, or as otherwise imposed by Law;
- set up and clear away all Equipment to its original location at the Facility unless other arrangements have been made with Meli Community;
- dispose of all rubbish (including food scraps and bottles) in the bins provided and then empty those bins;
- only use the areas of the Facility specified in the Booking Confirmation;
- have made all reasonable enquiries as to the suitability of the Facility for the proposed Booking;
- collect and return the Facility keys and/or passes;

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- supervise and remain at the Facility whilst the Hirer's Personnel, guests, members, patrons and invitees are at the Facility;
- keep the Facility (or area of the Facility) locked when unoccupied;
- be responsible for orderly conduct and safety of patrons;
- maintain the Facility in a clean and safe condition during the Hire Period;
- ensure its Personnel do not drill, nail, affix, attach or erect any structures in or on Fittings or the Facility; and
- be responsible for payment of charges by Meli Community's security company should the Hirer activate an alarm requiring the attendance of the security company.

If the Hirer uses the Facility outside the Hire Period, the Hirer may be charged additional Fees, including any cleaning, security and other charges generated due to over-stay.

The Hirer shall comply with all Laws in relation to its use of the Facility in relation to a Booking and shall be liable for any breaches of such Laws. Failure to comply with this clause 7 may result in full loss of Bond or additional Fees being made against the Hirer.

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18th birthday parties

All 18th birthday parties must be:

- declared at the time of Application and made by an adult/parent/guardian; and
- registered by the Hirer with the police via the [Victoria police party safe](#) website.

18th birthday parties:

- must not be advertised on social media;
- cannot serve alcohol; and
- are required to have a registered security firm working at the door (at the Hirer's cost) in accordance with clause 13; and
- may be subject to other conditions and requirements deemed necessary by Meli Community.

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8. Decorations and advertisements

The use of confetti, streamers or similar articles of decoration or amusement is prohibited at the Facility.

No tape, adhesives, pins etc, are to be attached to surfaces or flooring.

Blue tac must only be used on glass or timber surfaces.

All decorations must be removed at the end of the Booking. If this is not carried out, the costs of removing the decorations will be deducted from the Bond.

No notice, sign, advertisement or scenery or fittings of any kind shall be erected in the Facility building or attached to or affixed to the Fittings without prior consent of Meli Community.

9. Hirer's barbeque

Barbeque or spits owned or hired by the Hirer are not to be used at the Facility.

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10. Access pass

Hirers who have a Regular Hire Booking for a minimum of **six months** may request an access pass to the Facility. Each eligible Regular Hire Hirer may request one access pass at no cost, however there will be a charge for each additional access pass. The associated cost will depend on the type of access required and will be added to an invoice.

By submitting a request for an access pass, the Hirer agrees to the following conditions:

- The Hirer and the Hirer's Personnel, guests, members, patrons, and invitees may only access the Facility during the Hire Period or as otherwise approved by Meli Community.
- The pass remains the property of Meli Community.
- The Hirer is personally responsible for the security of the pass.
- In the instance of a lost pass, the Hirer will be liable for the cost to replace all necessary passes and costs associated with the cancellation of lost passes.
- Meli Community reserves the right to cancel a Hirer's access pass at any time without notice.
- The Hirer must return the pass immediately to Meli Community upon request and/or upon completion of the Booking.
- Costs associated with the allocation of the access pass are non-refundable.

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11. Damage and theft

The Facility, Fittings or Equipment shall not be damaged, misused or broken (including being pierced by nails, pins or screws) and must be kept in good working order. The Hirer will be liable for the full replacement cost of replacing or repairing any Fittings or Equipment that is damaged due to misuse, that is stolen or that goes missing during a Booking.

Any damage to the Fittings, Equipment or Facility shall be reported to Meli Community the same or the following business day.

The Hirer or its Personnel shall be liable for any loss or damage sustained by the Hirer, the Hirer Personnel or any person, firm or corporation entrusted to or supplying any equipment to the Hirer by reason of any such equipment or thing being lost, damaged or stolen.

The Hirer hereby indemnifies Meli Community against any claim by its Personnel or any such person, firm or corporation in relation to lost, damaged or stolen equipment, including the Equipment and Fittings.

12. Good order

The Hirer shall be responsible for the full observance of these Conditions of Hire and for the maintenance and preservation of good order of the Facility during the Hire Period.

The Hirer shall:

- Leave the Facility, including the Fittings, Equipment, toilets, and kitchen areas in a clean and tidy state and dispose of all rubbish.

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- Fittings and Equipment must be left in the position it was prior to the Booking or as arranged with Meli Community.
- Fridges are to be used during the Booking only and no food is to be left in the fridge between Bookings. Any food or drink left behind may be thrown out.
- Remove all property or equipment belonging to the Hirer.

Any extra cleaning charges incurred by Meli Community will be an additional charge to the Hirer.

The Hirer acknowledges and agrees that public toilets at the entire venue are for all members of the public, including those attending in relation to a Booking, and must remain open to the public at all times.

13. Security services

Meli Community reserves the right to request external security for functions (at the Hirer's cost). The Hirer agrees to use the preferred security firm and personnel notified by Meli Community.

14. Emergency Services attendance

Should the Hirer request attendance of emergency services at the Facility during a Booking, the Hirer shall be responsible for all expenses in connection with such attendance. The Hirer is required to immediately notify Meli Community of emergency services' attendance at the Facility.

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15. Health and Safety

The Hirer shall comply in every respect with regulations under any occupational health and safety Laws including the *Occupational Health and Safety Act 2004* (VIC) and regulations in respect of a Booking and use of the Facility.

All Hirer Personnel, guests, members, patrons and invitees are to remain in areas of the Facility hired as part of a Booking. Passageways and communal areas at the Facility are not hireable spaces and should only be used to travel to and from the space or bathrooms hired as part of a Booking. In some circumstances, Hirer Personnel, guests, members, patrons, and invitees may wait quietly in the Facility's waiting areas prior to the Hire Period, however noise must be kept to a minimum. Any person causing issues (at Meli Community's discretion) shall be removed from the Facility. For situations where this may be difficult for the Hirer to control, Meli Community suggests Hirer Personnel, guests, members, patrons and invitees wait outside the Facility.

16. Child Safety

Without limiting its obligations to comply with Meli Policies, where a Booking will involve child-related work, the Hirer must comply with, and must procure that the Hirer Personnel comply with the *Child Wellbeing and Safety Act 2005* (Vic) and the Child Safe Standards and requirements for a Working with Children Check.

The Hirer must on request provide Meli Community with evidence of its compliance with the *Child Wellbeing and Safety Act 2005* (VIC) and Child Safe Standards.

17. Restrictions

The Facility cannot in any way be 'sub-let' or allowed to be used by any other user other than the Hirer named on the Booking Confirmation.

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18. Equipment

The Hirer must request permission from Meli Community to use any audio visual, electrical or mechanical equipment (**External Equipment**), other than that supplied as part of a Booking. Jumping castles, smoke machines and pyrotechnics are not permitted at the Facility.

The Hirer must ensure all External Equipment is tested and tagged as per electrical safety standards (AS/NZ 3760:2003).

The physical condition of all External Equipment (including cords) must be checked for signs of damage prior to use, and damaged items must not be used where damaged or not fit for purpose. Extension leads are not to exceed 25 metres in length.

If Equipment becomes non-operational during a Booking, Meli Community will not be responsible for its immediate replacement. It is the Hirers' responsibility to seek pre-approval from Meli Community in accordance with this clause 18 if External Equipment is required.

19. Meli Community representative

Any reference in these Conditions of Hire to action by Meli Community shall include authority for its representatives to act in a similar capacity.

20. Non-smoking provisions

Smoking is not permitted at any time anywhere on the Facility.

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21. Noise

If in Meli Community's opinion the Hirer allows any unreasonable noise to be emitted within the Facility (including the external grounds of the Facility) and the Hirer fails to stop the unreasonable noise following Meli Community's request, Meli Community may request (at the Hirer's cost) the intervention of security in accordance with clause 13.

In an instance where multiple Hirers are using a Facility at one time, noise should be kept to a reasonable level and respect shown to all parties.

An unreasonable noise is one where noise is clearly audible in any other room within the Facility and/or within neighbouring properties.

22. Liquor

No alcohol is to be sold, purchased, or consumed at the Facility, including the external grounds of the Facility.

23. Performing rights

The Hirer must not infringe or allow to be infringed, any third-party copyright, performing right or other industrial or Intellectual Property Rights, including any Intellectual Property Rights owned by Meli Community in relation to a Booking or its use of the Facility. The Hirer must not use any logo, mark or other Intellectual Property Rights owned by Meli Community without the prior written consent of Meli Community. The Hirer hereby indemnifies Meli Community against any claim for breach of copyright, performing right or other industrial or Intellectual Property Rights.

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24. Management of Facility

The Hirer and persons under their direction shall obey all directions or orders given by Meli Community Personnel in relation to the Facility.

The Hirer must observe and comply with all Meli Policies (made available to the Hirer) in relation to its use of the Facility.

25. Disputes

If a dispute arises in relation to these Conditions of Hire, the party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute and the parties will attempt to negotiate a resolution in good faith. If a dispute persists for more than fourteen (14) days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally.

Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute until resolution by mediation has been attempted.

26. Insurance

All Hirers are required to have their own PLI. Hirers must take out and maintain PLI for the use of the Facility for cover of **not less than \$20 million**, for death or personal injury, and loss or damage to property. By making an Application to hire the Facility, the Hirer agrees to the above and that the PLI policy is in the same name as the Hirer.

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A certificate of currency of an applicant's PLI policy stating the level of cover and any exclusion clauses may be requested by Meli Community as part of the Application assessment and prior to the Booking Date. Meli Community also reserves the right to request an updated copy of the Hirer's PLI certificate of currency at any time.

Hirers making a Casual Hire booking Application for a Casual Hirer Permitted Activity may be considered to be covered under the Meli Community's public liability insurance policy for the Casual Hirer Permitted Activity. Any decision regarding such applications will be at Meli Community's absolute and sole discretion. Should such an application be approved by Meli Community, the Hirer will be required pay a premium in addition to the Fees prior to the Booking Date.

Please note: Hirers making a Casual Hire booking shall bear the first \$500 per claim arising out of any one occurrence. Meli Community's policy specifically excludes participation risk involving sporting activities and amusement rides. All accidents and/or incidents which may result in a claim being made under Meli Community's insurance policy must be reported to Meli Community **within two (2) days of the incident.**

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27. Indemnity

The Hirer agrees to indemnify and keep indemnified and to hold harmless Meli Community and its Personnel from and against any loss (including reasonable legal costs and expenses), damages or liability incurred or suffered by Meli Community or its Personnel arising from any actions, claims, demands, suits or proceedings by any person where such loss or liability arose out of, or in connection with the Hirer or the Hirer Personnel's acts or omissions, breach of these Conditions of Hire or in relation to use of the Facility.

Other than as required by Law or as provided under these Conditions of Hire, Meli Community is not responsible for:

- any theft, loss, damage or injury suffered by the Hirer, the Hirer Personnel or any guest or invitee of the Hirer, or any person entering onto the Facility in connection with a Booking;
- loss caused by the Hirer or to the extent it results from the Hirer's failure to take reasonable steps to avoid or minimise that loss;
- loss caused by events falling outside Meli Community's reasonable control; or
- indirect or consequential losses (including loss of revenue, profits, enjoyment or loss of business), or losses the Hirer might suffer as a result of unauthorised access to information we hold.

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28. Emergency exits and evacuation plan

The Hirer is responsible for the safety of all people attending and using the Facility in relation to a Booking. The Hirer agrees to the following:

- All emergency exit doorways and passageways will be clear at all times.
- The appointment of an emergency officer or warden responsible for familiarising themselves with the emergency exits and capable of directing patrons as required.
- Read and abide by the emergency evacuation plans located on the walls within the Facility and inform Personnel, guests, members, patrons and invitees of such plans.
- Familiarisation of the location of the fire extinguishers within the Facility (instructions for use are available on all extinguishers).
- In the event of an evacuation, ensure all patrons have been evacuated from the Facility and meet the fire officers attending as a response to the fire-emergency.

29. Privacy

The collection and handling of personal information is carried out in accordance with Meli Community's privacy policy.

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30. Third party contractors and suppliers

Meli Community reserves the right to require the Hirer to use Meli Community's preferred suppliers for certain services or goods required in relation to a Booking.

31. Sale of Goods (including Markets, Fairs and Exhibitions)

The Facility shall not be let for 'liquidation sales'. Applications to hire the Facility for events which involve the sale of goods will be subject to assessment by Meli Community, with assessment criteria including, but not limited to:

- Total hours open to the public shall not exceed six hours, between 8:00 am and 5:00 pm on any day, with an additional hour allowed for set-up and an hour for clean-up.
- Sale of food shall be subject to health regulations.
- No alcohol, tobacco, firearms, poisons, pornography, livestock (other than small pets, at the discretion of council) may be sold.
- Direct retailing should be incidental to the principal activity of the event (i.e., direct retailing should represent no more than 25 percent of the floor area occupied by the event).
- The event should involve a number of traders, with evidence provided to Meli Community that Geelong region traders have been given ample opportunity to participate in each event.

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- Meli Community requiring the Hirer to use preferred suppliers in accordance with clause 30.

Meli Community shall have the sole and absolute discretion to approve an Application, and to impose Conditions of Hire as it sees fit (which may include prescribing the mix of goods to be offered for sale). Should an obligation imposed by these Conditions of Hire not be met prior to and/or at any time during the Hire Period, Meli Community require the immediate cessation of any the event and vacation of the Facility by the Hirer. Meli Community shall not be held liable for any costs or losses incurred by the Hirer or any other participant of the event.

32. Governing Law and Jurisdiction

These Conditions or Hire are governed by and is to be construed in accordance with the laws of Victoria, Australia. Both Meli Community and the Hirer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

33. Confidentiality

All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge (otherwise than through a breach of confidentiality) and must not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by law.

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34. Severability

If any portion of these Conditions of Hire are deemed by a Court of competent jurisdiction to be invalid, then the remainder of the Conditions of Hire shall remain in full force and effect and the offending provision or provisions severed.

35. Severability

Neither party may assign, novate or otherwise transfer any of its rights or obligations arising out of or under these Conditions of Hire to another person without the other party's prior written approval (which will not be unreasonably withheld).

36. Unfair Terms to be read down

To the extent permitted by Law, if any law-making unfair contract terms void or unlawful could apply to a term in these Conditions of Hire, the following rules apply to interpreting that term.

- if the law would make the term void because the term permits Meli Community to exercise a right or discretion in a way that would cause detriment to the Hirer, the term shall be read down and construed to the extent as not to permit Meli Community to exercise the right or discretion in such a way.

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- if the law would make the term void because it authorised Meli Community to recover costs or losses or damages to be calculated in a way Meli Community chooses, the term shall be read down and construed as authorising Meli Community to recover the maximum reasonable costs, losses and damages to be calculated in a reasonable way that did not cause the term to be void.

If, despite the application of this clause, the law would make the term void, the term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the term is not void. These reading down rules apply before any other reading down or severance provision in these Conditions of Hire.

37. Liability and warranties

Where the ACL applies, and the hire services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Meli Community's liability under the ACL is limited, at its option (and provided it is fair and reasonable to do so), to one or more of the following:

- re-supplying the hire services again; or
- reimbursing the Hirer the cost of having someone else supply hire services.

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If the Hirer is a consumer under the ACL, the hire services come with guarantees that cannot be excluded under the ACL and in relation to a breach of those non-excludable guarantees, the Hirer is entitled to:

- its choice of a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage;
- Meli Community's choice of having the hire services reformed or refunded if failure does not amount to a major failure. Meli Community will do this within a reasonable time.

To the extent permitted by Law, Meli Community excludes all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these Terms and Conditions or any warranty document given at the time of supply.

38. Force Majeure

Neither party may bring a claim for breach of these Conditions of Hire by the other party or incur any liability to the other party for any injury, loss or damage incurred by that other party, to the extent that a Force Majeure Event occurs and the party is prevented from performing its obligations, or performance of its obligations is substantially disrupted or hindered, by that Force Majeure Event.

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As soon as practicable after the Force Majeure Event occurs, the parties must consult with each other in good faith and use reasonable endeavours to:

- agree on appropriate terms to mitigate the effect of the Force Majeure Event including by postponing the Booking to another date; and
- facilitate the continued performance of the Booking where possible.

If the parties are unable to agree on a date for postponement of the Booking or continued performance of the Booking cannot be facilitated, then if the Force Majeure Event is continuing or its effect remains such that Meli Community is unable to comply with its obligations under these Conditions of Hire then Meli Community may cancel the Booking at its absolute discretion and will give the Hirer a refund of any Fees or Bond paid.

39. Interpretation

In these Conditions of Hire:

- headings, bold type and square brackets are for convenience only and will not affect interpretation of these Conditions of Hire;
- words in the singular include the plural and words in the plural include singular, according to the requirements of the context;

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- a reference to a legislation or other law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them;
- a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and
- terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given in that Act, unless the context otherwise requires.

40. Variations

Meli Community may amend these Conditions of Hire at any time by posting such amendments on its website. The Hirer will be bound only to the version of the Conditions of Hire in force at the time of a Booking.