

1. General

- 1.1. These terms and conditions (**Rules**) apply to the hire of the Venue.
- 1.2. The Rules and the completed Online Application Form to the Rules together form the Hire Agreement.
- 1.3. If the Hirer or any Guests (or both) do not comply with these Rules, Melbourne Innovation Centre reserves the right to ask the Hirer or Guest (or both) to leave the Venue, deny access to the Venue, or if the breach of any of these Rules is considered by Melbourne Innovation Centre to be a serious breach, terminate this Hire Agreement immediately resulting in the forfeiture of all amounts paid by the Hirer to Melbourne Innovation Centre under the Hire Agreement.
- 1.4. Melbourne Innovation Centre may change the Hire Agreement from time to time if Melbourne Innovation Centre considers it is necessary to do so and will notify the Hirer of any changes by email.

2. Definitions

- 2.1. "Online Application Form" means the completed application form attached to the Rules containing further details of the Hirer's Event.
- 2.2. "Event" means any function or gathering that is of 'business' orientation (refer to clause 3).
- 2.3. "Guest" means any attendee, registered persons, suppliers or Event staff, in relation to the Hirer's Event.
- 2.4. "Hirer" means any company or person who requests to hire the Venue, including any facilities and equipment that may also be supplied.
- 2.5. "Hirer's Event" means the Event organised by the Hirer at the Venue the details of which are contained in the Hire Agreement.
- 2.6. "Regular Business Hours" means 9am to 5pm, Monday to Friday (excluding public holidays in Victoria).
- 2.7. "Melbourne Innovation Centre Email" means incubator@melbourneinnovation.com.au
- 2.8. "Supplier" means any supplier engaged by the Hirer in relation to the Hirer's Event.
- 2.9. "Venue" means the Melbourne Innovation Centre located at Building B, 61 Civic Drive, Greensborough Victoria.
- 2.10. "Venue Hire Fee" means the fee required to be paid by the Hirer for hire of the Venue.

3. Event Type

- 3.1. The types of Events that are appropriate to be held in the Venue will be solely at Melbourne Innovation Centre's discretion and Melbourne Innovation Centre retains the right to refuse or decline any offer from a Hirer to hire the Venue.
- 3.2. The Hirer is solely responsible for all catering and beverage services for any Event at the Venue. The Hirer must inform Melbourne Innovation Centre of expected arrival times of all deliveries and persons under this clause 3.2.

4. Use of the Venue

- 4.1. The Hirer will be met at the reception by an MIC staff member to assist with checking in.
- 4.2. All guests of hirer must be accompanied by the hirer at all times.
- 4.3. All guests who enter the building must complete sign in and sign out at the front reception.
- 4.4. No one is permitted under any circumstances to bring or consume illegal drugs (of any description) in and around the Venue.
- 4.5. Smoking is strictly prohibited in the Venue at all times. Melbourne Polytechnic Campus is a smoke free campus, smoking is not permitted anywhere on the grounds.
- 4.6. No one is permitted under any circumstances to bring or consume alcohol in and around the Venue without prior written approval from Melbourne Innovation Centre.
- 4.7. The Hirer is responsible for the cost of all damage or loss suffered by Melbourne Innovation Centre, including without limitation damage to the Venue including any facilities or equipment at the Venue, caused by the Hirer, Guests or Suppliers.
- 4.8. The Hirer, Guests and Suppliers must not leave their belongings or equipment unattended at the Venue and must remove their belongings or equipment from the Venue after the Event.
- 4.9. Melbourne Innovation Centre is not responsible for any lost or stolen belongings, materials, supplies or equipment before, during or after any Event. Lockers may be provided for the Hirer and Guests during the Event, but Melbourne Innovation Centre will not be responsible for any loss, theft or damage to items stored in those lockers and the Hirer and Guests assume all risk by using a locker at the Venue.
- 4.10. The Hirer must ensure that the Venue is kept clean and tidy at all times. Charges may apply if not left in a reasonable state.
- 4.11. The Hirer and Guests are not permitted to engage in any illegal activities or conduct any business activity that may be considered by Melbourne Innovation

Terms and Conditions for hire of the Melbourne Innovation Centre Meeting Room & Event Space/s

- Centre to be against any law. A breach of this clause will result in immediate termination of the Hire Agreement.
- 4.12. The Hirer, Guests and Suppliers must ensure they take all appropriate safety precautions while at the Venue and follow all reasonable safety directions from Melbourne Innovation Centre representatives.
- 4.13. A Melbourne Innovation Centre representative will be available at the Venue to assist the Hirer and Guests during Regular Business Hours and during the period of the Hirer's Event.
- 5. Use of Equipment**
- 5.1. All equipment and furniture in the Venue must be in the same condition and position as when the Hirer entered the Venue. If any equipment or furniture is required to be moved, it must be placed back in its original position by the Hirer at the end of the Event.
- 6. Venue Hire Requests**
- 6.1. The Hirer must submit the Online Application Form request to Melbourne Innovation Centre via <https://melbourneinnovation.com.au>, for hire of the Venue (Venue Hire Request).
- 6.2. Melbourne Innovation Centre will respond to Venue Hire Requests within 2 Business days and may accept or reject Venue Hire Requests in its absolute discretion.
- 6.3. Full details of the type(s) of Event, estimated number of Guests, layout and requirements must be disclosed at the time a Venue Hire Request is made.
- 7. Quotations & Details**
- 7.1. If Melbourne Innovation Centre accepts the Venue Hire Request it will provide a confirmation email with payment processing information the Hirer (**Booking Confirmation**). The booking fee must be paid within 24 hours of receiving booking confirmation to secure the booking.
- 7.2. The Hirer must confirm that all details provided on the booking requests are correct. This includes: date(s) of the Event, estimated number of Guests, preferred room layout, Supplier details, equipment requirements, cleaning arrangements and any additional resources or requirements before the Venue Hire Fee can be issued to the Hirer (**Venue Hire Invoice**).
- 7.3. Minimum duration of Venue Hire is half day or full day during Business Hours.
- 7.4. Any changes to the Venue Hire Request (whether advised or not) may result in the fee being revised.
- 7.5. The Venue can host no more than 50 Guests for any single Event.
- 7.6. Maximum numbers need to be confirmed by the Hirer at least 2 working days before the Event Date.
- 8. Confirmation of Bookings**
- 8.1. Venue Hire Requests are considered to be confirmed when the booking fee is paid.
- 8.2. Failure to pay the booking fee in accordance with clause 8.1 will result in the Hirer's booking lapsing.
- 8.3. The Hirer must confirm final Guest numbers no later than 2 Business days before the Hirer's Event.
- 9. Invoicing and Payments**
- 9.1. Melbourne Innovation Centre will issue an invoice for the Venue Hire Fee within 5 Business Days of receipt of confirmation from the Hirer under clause 7.2 (**Venue Hire Invoice**).
- 9.2. The Venue Hire Invoice is required to be paid during the booking process.
- 9.3. If the Venue Hire Invoice is not paid in full in accordance with clause 9.2, Melbourne Innovation Centre may cancel the Hirer's Event.
- 9.4. All payments required to be made by the Hirer to Melbourne Innovation Centre must be made via bank deposit or credit card. For credit cards payments, this will incur additional charges.
- 10. GST**
- 10.1. All fees include the goods and services tax (GST). Melbourne Innovation Centre reserves the right to change hiring fees to ensure that it keeps up with any Government GST increases or other changes.
- 10.2. Melbourne Innovation Centre agrees that to the extent it makes taxable supplies under these Rules, it will issue a tax invoice to the Hirer.
- 10.3. If a supply made under these Rules is treated as not subject to GST but is, or becomes, a taxable supply, Melbourne Innovation Centre may charge and recover from the Hirer, in addition to any other consideration paid or payable, an amount equivalent to the GST payable on that taxable supply.
- 11. Booking cancellations and charges**
- 11.1. The Hirer must provide notice to Melbourne Innovation Centre of any cancellations (**Cancellation Notice**).
- 11.2. All notices required to be provided by the Hirer (including Cancellation Notices) must be in writing and must be sent to the Melbourne Innovation Centre Email: incubator@melbourneinnovation.com.au.

- 11.3. If a Cancellation Notice is given in accordance with clause 11.2 more than 30 Days before the Event, the payment will be refunded in full.
- 11.4. If a Cancellation Notice is issued less than 5 Business Days before the Event you have the option for MIC to hold this as credit valid for 3 months for future Hire.
- 11.5. If a Cancellation Notice is issued less than 1 Business Days before the Event the entire fee will be forfeited.

12. Running times and surcharges

- 12.1. If the Event runs longer than the hours paid for in the Venue Hire Invoice then an additional fee will be applied for each additional hour at the applicable room rate.
- 12.2. Access times to the Venue will be listed in the Booking Confirmation issued by Melbourne Innovation Centre.

13. Security

- 13.1. For security purposes please use the sign-in sheet to sign in and out all Guests, Suppliers and function staff.
- 13.2. Expenses related to any additional Melbourne Innovation Centre staff or security resources is the responsibility of the Hirer and all related costs will be advised to the Hirer in the Venue Hire Invoice or Final Invoice.

14. Privacy

- 14.1. Melbourne Innovation Centre will collect Hirer and Guest personal information to provide services and access to the Venue.
- 14.2. Melbourne Innovation Centre maintains security records in order to manage access to the Venue, assets and information at the Venue. The information collected and held by Melbourne Innovation Centre is accessed by Melbourne Innovation Centre and contractors authorised by Melbourne Innovation Centre to provide the services at the Venue as well as security that Melbourne Innovation Centre wishes to offer to Guests.
- 14.3. Melbourne Innovation Centre uses surveillance equipment (including cameras or electronic device tracking technology) to monitor and record activity, both inside and around the Venue for security and analytical purposes.
- 14.4. Melbourne Innovation Centre monitors activity to provide a safe and secure environment for all users, Melbourne Innovation Centre staff, contractors, Hirers and Guests (otherwise visitors) and to understand how Melbourne Innovation Centre can develop its services and provide a better experience at the Venue.
- 14.5. As your personal information is gathered and disclosed by Melbourne Innovation Centre, it will be handled in accordance with the Melbourne Innovation Centre

Privacy Policy which explains how to access and/or correct your personal information, or make a privacy-related complaint.

- 14.6. You may contact Melbourne Innovation Centre, 61 Civic Dr, Greensborough VIC 3088 for privacy related queries. For more information and a copy of our privacy policy, please go to <https://www.melbourneinnovation.com.au/privacy-policy>

15. Contacting Melbourne Innovation Centre

- 15.1. Melbourne Innovation Centre may contact the Hirer from time to time via email, phone or post about matters associated with the Event.
- 15.2. The Hirer can contact Melbourne Innovation Centre for the same reason via email to the Melbourne Innovation Centre Email.
- 15.3. The Hirer can also speak to a Melbourne Innovation Centre representative during business hours by calling 1300 855 976.

16. Limitation of liability and indemnity

- 16.1. Subject to clause 17.2, Melbourne Innovation Centre excludes to the maximum extent permitted by Law, all guarantees, conditions and warranties, express or implied by law, in respect of the services, facilities and Venue supplied under these Rules to all Hirers and Guests
- 16.2. If any guarantee, condition or warranty applies or is implied into these Rules or pursuant to any Law (including the Competition and Consumer Act 2010 (Cth)), then where permitted by Law, Melbourne Innovation Centre's liability for breach of the guarantee, condition or warranty will be limited (at Melbourne Innovation Centre's option) to either resupplying the service or facility at the Venue or paying the cost of resupplying the service or facility at the Venue and otherwise shall be limited to the maximum extent permitted by Law.
- 16.3. Subject to clause 17.1 and any other clause in these Rules that specifies otherwise, Melbourne Innovation Centre will not be liable in contract, tort (including negligence), bailment or otherwise to the Hirer, or Guest, or any third party in respect of any loss whether:
 - 16.3.1. Direct;
 - 16.3.2. indirect or consequential (including loss of profits, loss of business revenue, loss of business opportunities, loss of anticipated saving or damage to goodwill); or
 - 16.3.3. arising out of, or in connection with:
 - 16.3.3.1. the provision of any service or facilities (including the Premises) under these Rules; or
 - 16.3.3.2. Melbourne Innovation Centre being a party to these Rules.

16.3.4. Clause 17.1 will not apply to any loss suffered by a Hirer, a Guest or a Supplier of the Hirer as a result of any claim arising out of an injury to, or the death of any person, to the extent that such loss was directly caused by the negligent act or omission of Melbourne Innovation Centre.

17. Insurance

17.1. The Hirer may be required to be covered under a current public liability insurance policy, underwritten by an insurer authorised to conduct insurance business in Australia for an amount not less than \$20 million. A copy of a “certificate of currency” may be requested at the time of booking confirmation.

18. Indemnity

18.1. Subject to clause 19.1 and any clause in the Rules that specifies otherwise, the Hirer indemnifies, and will keep indemnified, Melbourne Innovation Centre against any claim (including a third party claim) for loss, whether direct, indirect or consequential (including loss of profits, loss of business revenue, loss of business opportunities, loss of anticipated savings and damage to goodwill) arising out of, or in connection with:

18.1.1. any acts or omissions of Melbourne Innovation Centre (including any failure or delay in the provision of any service or facility under these Rules), or Melbourne Innovation Centre being a party to these Rules; or

18.1.2. Any breach by the Hirer, a Guest or a Supplier of the Hirer of their obligations under, or a representation or warranty made by the Hirer, Guest or Supplier of the Hirer in these Rules.

18.2. The Hirer is not obliged to indemnify Melbourne Innovation Centre under clause 19.1.1 in respect of any loss incurred as a result of any claim arising out of any injury, death of any person to the extent that such loss was caused by the direct negligent act of or omission of Melbourne Innovation Centre.

19. Application of limitation of liability and indemnity to Melbourne Innovation Centre representative

19.1. Any clause in these Rules which excludes or limits the liability of Melbourne Innovation Centre, or which provides an indemnity to Melbourne Innovation Centre in respect of any services or facilities, equipment or the Venue provided under these Rules extends to protect Melbourne Innovation Centre’s representatives and any other person or persons providing any or all of the services and facilities (including the Venue) under these Rules.

19.2. For the purpose of, and to give effect to clause 20.1, Melbourne Innovation Centre will hold the benefit of these Rules on trust for itself, its officers, employees, agents, advisers, and contractors (**Indemnified Parties**), and all Indemnified Parties will be deemed to be parties to these Rules.

20. Publicity and Marketing

20.1. Melbourne Innovation Centre may take photographs, make a film or record footage of Guests using the Venue, facilities and services for marketing purposes (**Photographs**).

20.2. The Hirer and Guests are entitled to opt out of any publicity or marketing activities by Melbourne Innovation Centre.

20.3. Melbourne Innovation Centre may use the Photographs for marketing or promotional purposes and any Hirers or Guests who do not opt out in accordance with clause 21.2 will not be able to review the Photographs before they are used or consent to Melbourne Innovation Centre using the Photographs in any way that Melbourne Innovation Centre considers appropriate.

20.4. The Hirer and Guests are permitted to take photos and/or videos during the specified hours of the Hirer’s Event.