

Skillset Room Hire Terms & Conditions

1. General Information

- a) In consideration of the Hirer paying the Hire Fee, Skillset grants the Hirer the right to use and occupy the Room on the date and time set out in these terms and conditions and for the purpose stated in these details.
- b) By completing the hire details above and paying a deposit, the Hirer agrees to be bound by these terms and conditions.
- c) Skillset gives no warranty that the Room will be suitable for the purpose for which it is intended to be hired by the Hirer and will not be liable to the Hirer for any loss suffered by the Hirer as a consequence of the Room proving not to be adequate for the Hirers purposes.
- d) The rights granted to the Hirer are in the nature of a licence only and nothing in these terms and conditions grants any tenancy or right to exclusive possession or occupation of the Room.
- e) A reference to the Hirer in these terms and conditions includes their employees, contractors, guests or invitees.
- f) The term 'Building' in these terms and conditions is a reference to Skillset premises located at 1 Church Street, Bathurst NSW 2795.
- g) These terms and conditions are governed by the laws of New South Wales.

2. Booking & Payment Terms

- a) Bookings for the Room are confirmed only upon receipt of a signed booking confirmation form (incorporating these terms and conditions) and payment of a **10% deposit**.
- b) Provisional bookings will be held for a maximum of **7 days**. If the signed booking confirmation form and deposit are not received within this period, Skillset may cancel the booking and allocate the Room to another person without notice.
- c) The Hirer must pay Skillset the remaining **90% balance** no later than **14 days** following the event date
- d) If the booking is made within 14 days of the date of hire, payment of the Hire Fee in full is required at the time of booking.
- e) Payment can be made via Electronic Fund Transfer (EFT). Payment details will be provided on the booking invoice, provided with the booking confirmation.
- f) Bookings will not be confirmed until the Hirer provides a valid Certificate of Currency for Public Liability Insurance as outlined in Section 5.
- g) Cancellations must be made in writing.

- h) Cancellations received more than 14 days prior to the date of hire will receive a full refund of the deposit.
- i) Cancellations within 14 days of the event will forfeit the 10% deposit.
- j) Skillset reserves the right to refuse or cancel any booking with reasonable notice in the case of emergencies, maintenance, or other unforeseen operational requirements. In the regrettable event that Skillset cancels a booking due to emergencies, maintenance, or other operational requirements, a full refund of the deposit will be provided to the Hirer. Skillset will not be liable to the Hirer for any loss suffered as a consequence of cancelling the booking under this clause.
- k) Where the Hirer requires the use of any equipment or services, a request for their use must be confirmed in writing to Skillset at least 7 days prior to date of hire.
- l) Additional costs incurred, e.g. printing, will be invoiced following the date of hire and full payment must be made within 14 days of invoice.
- m) Bookings that exceed the allocated time may, at Skillset's discretion, incur additional charges.
- n) Skillset will issue a valid Tax Invoice inclusive of GST in accordance with Australian legislation.

3. Hirer covenants

- a) The Hirer must be a responsible person aged 18 years or older.
- b) The Hirer must remain on-site for the duration of the booking and is responsible for the safety and conduct of all employees, contractors, guests or invitees.
- c) The Hirer must:
 - i. not carry on any activity which is dangerous, noxious, offensive, illegal, noisy or objectionable, including playing loud music or ball games;
 - ii. not allow the Room to be used for any purpose other than that disclosed in the details or for which it is designed;
 - iii. not bring any pets or animals into the Room (or Building) without Skillset's prior knowledge and consent (excluding assistance animals);
 - iv. not violate any statutory or regulation in or around the Room or Building;
 - v. vacate the Room at the conclusion of the hire time set out in the details;
 - vi. remove all equipment brought by the Hirer into the Room and make good any damage to the Room, the building, furniture, fittings, appliances or equipment caused by the Hirer, ensuring the Room is left in a clean and tidy condition to the satisfaction of Skillset;

- vii. not serve alcohol without the prior written consent of Skillset and without first obtaining all relevant permits and licences;
- viii. comply with safety requirements, including ensuring unobstructed access to all emergency exits and adherence to any evacuation procedures displayed on site;
- ix. adhere to the maximum number of guests permitted in the Room as specified in the booking confirmation. This limit is in place to comply with local Council regulations and fire safety standards. Exceeding the approved occupancy may result in immediate termination of the booking and forfeiture of Hire Fees paid. Any request to increase guest numbers must be approved by Skillset prior to the Date of Hire.
- x. Sub-leasing or transferring the booking to another party is not permitted without the express permission of Skillset.

4. Indemnity

- a) The Hirer indemnifies Skillset for any injury, loss or damage arising out of their use of the Room and/or access to the Building and the conduct of the Hirer (including damage to the Room, Building, furniture, fittings, appliances or equipment)
- b) Skillset shall not be liable to the Hirer for:
 - any loss of life, personal injury or damage to or loss of property which may be suffered or incurred arising out of the use of the Room by the Hirer or the conduct of the function for which the Room is hired, unless caused by the negligent act or omission of the Hirer;
 - service disruptions due to emergencies, mechanical failure, strikes, or other unforeseen events or;
 - parking fines, penalties, or infringements incurred by the Hirer. It is the sole responsibility of the Hirer to ensure compliance with all applicable parking regulations and signage in and around the Building.
- c) In no event will Skillset be liable for loss of business, loss of profit, loss of data or consequential damages, whether based on breach of contract, warranty or otherwise.
- d) The Hirer must report any issues or damage to Skillset as soon as practicable.

5. Insurance

- a) The Hirer must for the duration of the room hire hold current Public Liability Insurance with a minimum coverage of AUD \$20,000,000 per occurrence covering liability for personal injury, property damage and any other risks associated with the use of the Building, issued by an insurer acceptable to Skillset.

- b) The Hirer must provide Skillset with a Certificate of Currency confirming this coverage prior to the date of hire.
- c) Skillset's insurance does not extend to cover the activities of the Hirer.
- d) Skillset reserves the right to refuse or cancel any booking if the required insurance documentation is not provided.

6. Cleaning & Setup

- a) Skillset's Corporate Services Coordinator can assist with set-up and pack-down of furniture and equipment on request.
- b) The Hirer agrees nothing is to be fixed to internal walls without Skillset's prior consent and that no external building signage can be installed without Skillset's consent.
- c) The Room must be returned to its original condition at completion of the hire.
- d) Confetti, glitter, chewing gum, and other objectionable items are prohibited.
- e) A cleaning fee may apply if the room is left in an unsatisfactory condition.
- f) Furniture must not be removed from the Building.

7. Child Protection

- a) If the event involves children under 18, the Hirer must comply with relevant Child Protection legislation, including employment screening where applicable and provide evidence of having done so on request.
- b) The Hirer is responsible for the supervision and safety of children during the event.

8. Work Health & Safety

- a) Electrical equipment brought into the Room may be required to be tested and tagged by Skillset's Test and Tag Team.
- b) Exit doors must at all times remain clear and unobstructed.
- c) Fire extinguishers and hoses must not be tampered with or used inappropriately.
- d) No naked flames, fireworks, candles, smoke machines, sparklers, or similar items are permitted.
- e) Hirers must familiarise themselves with the venue's Evacuation Plan and follow instructions from emergency wardens or staff in the case of an emergency.
- f) Smoking and vaping are prohibited within the Building and within 10 metres of entrances or ventilation sources.

- g) Any incidents or injuries must be reported to Skillset staff immediately.

9. Catering

- a) Skillset will provide tea and coffee making facilities at no additional cost to the Hirer.
- b) Hirers may organise their own catering and utilise the servery and/or downstairs kitchen (fridge, plates, glasses, cups and saucers) at no additional cost to the Hirer.
- c) The Hirer is responsible for the safe handling and disposal of all food and waste consumed.

10. Wi-Fi Use

- a) Skillset has Wi-Fi available for use by Hirers, however its use is strictly limited to business use whilst hiring the Room. Limited private use is permitted if inappropriate sites are not accessed (e.g. pornographic, gambling, illegal content, etc).
- b) Skillset may monitor usage to ensure compliance with acceptable use policies.
- c) Skillset reserves the right to report inappropriate access to legal authorities which could lead to criminal prosecution.

11. Determination

If the Hirer is in breach of any of these terms and conditions, the Hirer understands and agrees this agreement and the Booking may be terminated by Skillset without further notice and without refund of any deposit, Hire Fees or other amounts (where applicable).

Acknowledgement and Acceptance

By signing below, I confirm that I have read, understood, and agree to abide by the Skillset Room Hire Terms & Conditions outlined above. I acknowledge that this booking is not confirmed until the signed form, a valid Certificate of Currency for Public Liability Insurance, and deposit are received by Skillset.

Name of Hirer:	
Signature:	
Date Signed:	