

# REIQ Event Facilities Booking Application



**Please note:** All booking applications are subject to the REIQ's approval and availability. The completion and submission of this application form does not guarantee the booking. A booking is not confirmed until written confirmation is sent by the REIQ.

## ITEM 1- HIRER DETAILS

**Name of Hirer:** (eg. ABC Pty Ltd)

**ABN / ACN:**

**Trading Name:**

**Address of Hirer:**

**Contact Person:**

**Contact Phone Number:**

**Contact Email Address:**

**REIQ Accredited agency member number (if applicable)**

## ITEM 2 – EVENT DETAILS

**Event date:**

**Event times:**

**Event purpose:** (briefly describe the purpose for which you intend to hire the Event Facilities e.g. Staff meeting):

**Event delivery:** (please state the name of the person/s delivering the session):

## ITEM 3 – SITE AND EVENT FACILITIES:

(please tick the Event Facilities you wish to hire)

- Brisbane – 50 Southgate Avenue CANNON HILL     Room 1     Room 2     Room 3
- Gold Coast - Third Floor, Connaught Centre, 26 Marine Parade SOUTHPORT     Room 1     Room 2
- Sunshine Coast - Unit 3 / 37 Dalton Drive MAROOCHYDORE

## ITEM 4 – REIQ ROOM HIRE AND EQUIPMENT FEES (REIQ MEMBERS RECEIVE \$50 OFF ALL ROOM HIRES & FREE AV HIRE)

Region	Room	Room Capacity (classroom style)	Room Capacity (Theatre style - no tables)	Hire Fee		
				Half day (3 hrs) inc GST	Full day inc GST	
Brisbane	Room 1	Rooms 1 & 2 can be combined into 1 room with a capacity of 150 (theatre style)	52	86	\$300	\$400
Brisbane	Room 2		36	64	\$250	\$350
Brisbane	Room 3		24	40	\$200	\$300
Gold Coast	Room 1		50	N/A	\$200	\$300
Gold Coast	Room 2		24	N/A	\$175	\$275
Sunshine Coast	Training Room		40	N/A	\$175	\$275
All regions	Equipment Fee				\$ 50	\$ 50
All regions	Seating Reconfiguration Fee				\$120	\$120
Brisbane only	After Hours & Weekend Hire Surcharge				\$100	\$200





# REIQ EVENT FACILITIES HIRE AGREEMENT

## TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Defined terms

In this Agreement, unless the contrary intention is apparent or the context otherwise requires:

“**After Hours and Weekend Hire Fee**” means the fee specified in Item 4 of the Booking Application Form;

“**Agreement**” means this agreement and includes the Booking Application Form and the annexures (if any) attached to this Agreement;

“**Cancellation Notice Address**” means the address specified in Item 6 of the Booking Application Form;

“**Delegates**” means all the persons who attend the Site and the Event Facilities at the invitation of the Hirer or otherwise in connection with the Event;

“**Event**” means the event described in Item 2 of the Booking Application Form;

“**Event Facilities**” means the facilities located within the Site the Hirer is permitted to use for the Hire Term for the Event;

“**Equipment Fee**” means the fee specified in Item 4 of the Booking Application Form;

“**GST**” has the same meaning as in the GST Law;

“**GST Law**” has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“**Hire Fee**” means the fee specified in Item 4 of the Booking Application Form;

“**Hire Term**” means the term specified in Item 2 of the Booking Application Form;

“**Reconfiguration Fee**” means the fee specified in Item 4 of the Booking Application Form;

“**REIQ Equipment**” means the audio and visual equipment specified in Item 4 of the Booking Application Form;

“**Representatives**” means the employees, officers, servants, agents, invitees, licensees, contractors and sub-contractors of the relevant entity and any other person working under the direction or control of that entity;

“**Booking Application Form**” means the document entitled ‘REIQ Event Facilities Booking Application Form’ which must be completed and submitted to REIQ to apply to hire the Event Facilities;

“**Site**” means the premises described in Item 3 of the Booking Application Form in which the Event Facilities are located;

#### 1.2 Interpretation

1.2.1 a reference to this Agreement is a reference to this Agreement as amended, varied, novated, supplemented or replaced from time to time;

1.2.2 a reference to any legislation or any contribution of any legislation includes all regulations, orders or instruments issued under the legislation or provision; and

1.2.3 any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;

1.2.4 Words or expressions:

(a) importing the singular include the plural and vice versa;

(b) importing a gender include the other genders;

(c) denoting individuals include corporations, firms, unincorporated bodies, authorities and instrumentalities;

(d) given meaning in the Introduction have the same meaning in the body of this Agreement;

(e) a reference to a Party includes the Party’s executors, administrators, successors and permitted assigns;

(f) where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning;

(g) a reference to a \$ or dollars is a reference to Australian dollars;

(h) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement.

### 2. ACCESS TO THE SITE AND USE OF EVENT FACILITIES

2.1 Subject to these terms and conditions, REIQ permits the Hirer and its Representatives to:

(a) use of the Event Facilities for the Event during the Hire Term;

(b) have access to the other parts of the Site that REIQ, in its reasonable opinion, considers necessary in connection with the Event.

2.2 In its absolute discretion REIQ may, upon request by the Hirer, grant the Hirer early or later access to the Event Facilities.

2.3 The Hirer must not enter or use any other parts of the Site other than those reasonably required to obtain access to Event Facilities.

2.4 REIQ may from time to time notify the Hirer of schedules for the use and sharing of services and other facilities of the Site, schedules for access to the Site, and restrictions on use and access. The Hirer must comply with those schedules and restrictions.

2.5 REIQ and its Representatives will at all times have unrestricted access to all parts of the Site, including the Event Facilities, for purposes including, but not limited to, security, maintenance and cleaning.



### 3. HIRE FEE

3.1 The Hirer agrees and understands that the Hire Fee is based upon the existing configuration of the Event Facilities. The Hirer may request an alternative configuration subject to REIQ's approval and payment of the Reconfiguration Fee.

### 4. CANCELLATIONS

4.1 In the event the Hirer wishes to cancel the hire of the Event Facilities for the Hire Term, the Hirer must make the cancellation in writing and forward it to the Cancellation Notice Address.

4.2 The Hirer agrees to pay the following cancellation fees according to the number of days written notice given by the Hirer prior to the first day of the Hire Term under clause 4.1:

Cancellation fee	Period of notice of cancellation
Cancellation fee - 25% of Hire Fee	28 days or less
Cancellation fee - 50% of Hire Fee	14 days or less
Cancellation fee - 100% of Hire Fee	7 days or less

### 5. APPROVALS AND PERMITS

5.1 The Hirer shall at its own expense obtain and maintain during the Hire Term all approvals and permits required in connection with the Event, if any.

### 6. HIRER OBLIGATIONS

6.1 During the Hire Term, the Hirer and its Representatives:

- (a) must comply with any relevant or applicable legal requirements, industry standards and the reasonable directions of REIQ;
- (b) must not knowingly do or permit anything to be done that would cause or could cause REIQ to suffer any loss or damage, or to breach any legal requirements or any permit, approval, licence, consent or authority held in relation to the Event Facilities or the Site;
- (c) must maintain a high standard of quality and professionalism, using best industry practice;
- (d) not erect anything in the Site or in the Event Facilities or make any alterations to the Event Facilities or the Site without REIQ's prior written approval.

### 7. EQUIPMENT

7.1 The Hirer is responsible for the installation of audio and visual equipment used by the Hirer in connection with the Event (including ensuring compatibility with the Event Facilities). REIQ will not provide the Hirer with any technical assistance.

7.2 Subject to clause 7.3 and availability, REIQ will upon request, permit the Hirer to use the REIQ Equipment for all or part of the Hire Term.

7.3 In the event the Hirer wishes to use the REIQ Equipment, the Hirer must pay the Equipment Fee at the time the Hirer submits the booking Application Form or at such other time as agreed between the parties.

### 8. CAR PARKING

In the event that car parking is available at the Site, the Hirer, its Representatives and its Delegates may use the car parking facilities subject to availability. Motor vehicles and contents left in the car park are at the owner's risk. REIQ does not accept responsibility for any loss or damage. Notwithstanding that car parking facilities may be available at the Site the Hirer acknowledges that car parking is not guaranteed.

### 9. INSURANCE

9.1 The Hirer must effect and maintain, with a reputable insurer and on terms acceptable to REIQ:

- (a) a policy of Public and Products Liability insurance which:
  - (i) insures against all risks of physical loss or damage to property of every kind and description owned by REIQ or for which REIQ may be responsible, or of any third party, where the occurrence happens during the Hire Term or any other period in which REIQ agrees to grant the Hirer or its Representatives access to the Event Facilities;
  - (ii) insures against all risks of personal injury or property damage to any person at, in or upon the Event, the Event Facilities or the Site, where the occurrence happens during the Hire Term or any other period in which REIQ agrees to grant the Hirer or its Representatives access to the Event Facilities;
  - (iii) is for a limit of liability, for Public Liability insurance, of \$20,000,000 for any one occurrence, and for Products Liability insurance, of \$20,000,000 in the aggregate;
- (b) a Workers' Compensation or equivalent policy of insurance which complies with all relevant statutory or other legal obligations.

9.2 The requirement for Hirer to effect and maintain insurance will not limit the liabilities or obligations of the Hirer under any other provision of this Agreement.



## 10. INDEMNITY

- 10.1 The Hirer indemnifies REIQ and its Representatives from and against any and all loss or damage whether direct or indirect (including loss of profits, damage to reputation and/or legal fees), arising out of:
- (a) any breach by the Hirer or the Hirer's Representatives of the Hirer's obligations under this Agreement;
  - (b) the Hirer failing to proceed with all or some of the hiring of the Event Facilities for the Hire Term;
  - (c) the Hirer failing to comply with a request or direction made or given by REIQ under this Agreement;
  - (d) the Hirer's or its Delegates' use of the Event Facilities and the Site during the Hire Term or any other period in which REIQ agrees to grant the Hirer or its Representatives or Delegates access to the Event Facilities;
  - (e) claims by any person against REIQ or its Representatives in respect of personal injury or death, or loss of or damage to any property, caused by the Hirer's use of the Event Facilities or the Site;
  - (f) any infringement or alleged infringement of intellectual property rights by the Hirer or a Hirer's Representative;
  - (g) the information provided in the Booking Application Form not being true and correct in all respects; and
  - (h) the Hirer failing to complete a contract with a third party; unless such loss, damage or liability is caused by the negligence of REIQ or its Representatives, in which case Hirer's liability to indemnify REIQ will be reduced proportionately to the extent (if any) that the negligence of REIQ or their Representatives has caused or contributed to the loss, damage or liability.

## 11. RELEASE

- 11.1 The Hirer uses and occupies the Site and Event Facilities at the risk of the Hirer. The Hirer releases to the full extent permitted by law, REIQ and its Representatives from any and all liability resulting from:
- (a) any accident, loss, damage or injury to persons or property occurring on the Site or in the Event Facilities while occupied or used by the Hirer under this Agreement; or
  - (b) any loss or damage suffered by any person or persons arising out of the exercise by REIQ of any right or discretion under this Agreement

## 12. RESPONSIBILITIES OF HIRER

- 12.1 The Hirer is responsible as occupier and user of the Event Facilities for:
- (a) anything done in or to the Event Facilities or the Site by the Hirer or its Representatives; and
  - (b) anything constructed or brought into the Event Facilities or the Site for or in connection with the Event.

## 13. NO RESPONSIBILITY

REIQ is not responsible for any damage to any property or person or theft arising from or in connection with the Hirer's use of the Event Facilities.

## 14. SECURITY SAFETY AND CONTROL

- 14.1 The Hirer must:
- (a) comply with all requirements and directions of REIQ from time to time for security and crowd control in the Site and emergency evacuation from the Site;
  - (b) ensure its Delegates and Representatives do not consume alcohol in the Event Facilities or on the Site except where REIQ's written approval has been granted;
  - (c) ensure its Delegates and Representatives do not smoke in the Event Facilities or on the Site;
  - (d) not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency services or any authorised security officers in the exercise of their duties or powers in or near the Site;
  - (e) maintain all passages in and exits from the Event Facilities free from obstruction and keep exits locked or unlocked as REIQ directs;
  - (f) ensure that fire alarms and fire extinguishers in the Event Facilities are easily accessible;
  - (g) not by any act or omission, damage the Event Facilities, the Site or anything in them;
  - (h) not do or bring into the Site anything that, in the reasonable opinion of REIQ, is dangerous, flammable, volatile, explosive, toxic, disorderly, noisome, offensive, immoral, unlawful or inconsistent with the purpose for which this Agreement was made or the purpose of the Site; and
  - (i) not bring any animal into the Site.

## 15. HIRER RESPONSIBLE FOR SAFETY

The Hirer has sole responsibility for the safe and proper use of the Event Facilities and the conduct of the Event.

## 16. WORKPLACE HEALTH AND SAFETY

- 16.1 The Hirer must comply with and perform its obligations under the Work Health and Safety Act 2011 (Qld) as an employer, person in control of a workplace or otherwise in respect of the Event and the Event Facilities for the Hire Term.



16.2 The Hirer indemnifies REIQ and its Representatives from and against all liabilities which may be imposed under, or which may arise out of the enforcement of, the Work Health and Safety Act in respect of the Event or the Hirer's use of the Event Facilities.

#### **17. REFUSAL OF ADMISSION**

REIQ and its Representatives may refuse admission to, or cause to be removed from, the Event Facilities or the Site, any person whose behaviour is objectionable, disorderly, improper or undesirable.

#### **18. INTEREST AND DEBT RECOVERY COSTS**

18.1 Any money due but unpaid to REIQ under this Agreement may be subject to interest calculated daily and compounded monthly on the Commonwealth Bank Corporate Overdraft rate plus 2% per annum.

18.2 The Hirer must fully reimburse REIQ for any and all costs reasonably incurred in connection with REIQ taking steps to recover money due under this Agreement.

#### **19. NO REPRESENTATION AS TO SUITABILITY**

19.1 REIQ does not warrant or represent that the Venue Facilities or the Site will be adequate or fit for the purposes of the Hirer or the Event. It is the responsibility of the Hirer to determine the suitability of the Venue Facilities and the Site.

19.2 The Hirer acknowledges and agrees that it has had the opportunity to inspect the Event Facilities and the Site and has either:

- (a) inspected the Event Facilities and the Site and is satisfied with them; or
- (b) has made a decision not to inspect the Event Facilities and the Site.

#### **20. HIRER NOT TO MAKE REPRESENTATIONS**

The Hirer must not make any written or verbal representations which state, suggest or may infer:

- (a) the Hirer and REIQ are in a contractual relationship of any kind other than as contemplated by this Agreement;
- (b) REIQ endorses, approves or supports the Event in any way;
- (c) REIQ endorses, approves or supports the Hirer and the activities it is involved in.

#### **21. GST**

All prices in this Agreement are GST inclusive.

#### **22. GENERAL EXCLUSION**

Any terms, conditions, liabilities or warranties not appearing in this Agreement are expressly excluded, other than those that by law cannot be excluded.

#### **23. ASSIGNMENT**

The Hirer must not assign any rights or obligations under this Agreement without the prior written consent of REIQ.

#### **24. SUCCESSORS**

Reference to a party to this Agreement includes any executor, administrator or successor in title of that party.

#### **25. SEVERANCE**

If any clause of this Agreement is, or is found to be, illegal, invalid, void or voidable, the legality or validity of the remainder of this Agreement will not be affected and will continue in full force and effect.

#### **26. FORCE MAJEURE**

Neither party will be liable for any failure to perform or observe any term of this Agreement if performance has been delayed, hindered, restricted or prevented by a circumstance not within the direct control of that party.

#### **27. REMEDIES ARE CUMULATIVE**

The rights provided under this Agreement are cumulative and not exclusive of any other rights provided by law.

#### **28. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties in respect of the Event and supersedes and prevails over any prior agreement, offer or negotiations between the parties, if any.

#### **29. GOVERNING LAW**

This Agreement is governed by the law that applies in Queensland, Australia. The parties irrevocably submit to the non exclusive jurisdiction of the courts of Queensland and waive any objection they may have to the jurisdiction of those courts.

#### **30. AUTHORITY**

Every person who signs this Agreement, or any notice given or required under this Agreement, on behalf of the Hirer, by so doing represents and warrants that he or she is duly authorised so to do on behalf of the Hirer.

