

Vennu Guest Terms of Use

Definitions

"Hirer" means the person or organisation that books the Selected Venue.

"Selected Venue" means the venue selected by the Hirer via Vennu and includes all the facilities therein.

"Listing" means the listing for the Selected Venue, as set out on Vennu.

"Mirvac" means Mirvac Real Estate Pty Limited

"Vennu" means the online booking platform used to take enquiries about hire of the Selected Venue.

"Vennu Guest Terms" means the terms and conditions set out at

<https://www.vennu.com.au/infos/terms#GuestTnC>.

By submitting a booking for a Selected Venue via Vennu, each Hirer agrees to the following Terms of Use:

1. General Conditions of Use

1.1. These Terms of Use are to be read in conjunction with the Vennu Guest Terms. To the extent of any inconsistency, these terms shall prevail in respect of any Selected Venue.

1.2 The Hirer undertakes that in connection with the use or occupation of the premises the Hirer will not use the space for any illegal purpose.

1.3. The Hirer acknowledges that it is responsible for the behaviour of all persons attending the premises at any time in connection with the Hirer's booking.

1.4. The Hirer must be at least 18 years of age.

1.5. The hiring is personal and not transferable. The premises cannot be assigned or sub-let.

1.6. Mirvac does not accept any responsibility for the loss or damage to the Hirer's equipment, furniture or personal possessions in any of the centres.

2. Hirer's Obligations

2.1 Selected Venues may only be used for the purposes shown on the Listing.

2.2 Usage of the Selected Venue does not give the Hirer any right to use any other part of the Mirvac owned or managed premises in which the Selected Venue is located, unless expressly advised otherwise in writing.

2.3 The Hirer must not make any changes, additions or building works to the Selected Venue without prior written consent of Mirvac.

2.4 The Hirer is responsible for ensuring that children are in the company of a responsible adult at all times.

2.5 The Hirer must in relation to the use of the Venue:

- (1) comply with the rules and regulations of the Centre in which the Venue is located;
- (2) not do anything which is annoying or offensive or which is liable to cause interference, annoyance, hindrance or inconvenience to other users of or visitors to the Centre in which the Venue is located;
- (3) not undertake any unlawful activity and must adhere to all laws;
- (4) not use or obstruct any part of the common areas of the Centre in which the Venue is located except with the prior approval of Mirvac; and
- (5) not erect any signs or advertising which are visible from outside the Space except with the prior approval of Mirvac.

3. Bookings

3.1. For all bookings, the Hirer is required to place a booking via Vennu. Acceptance of a booking is deemed acceptance of these terms of use.

3.2. Any changes or cancellations in regards to bookings are subject to the Vennu Guest Terms.

3.3. The Hirer also consents to the collection of their personal information, which will be handled, used and stored in accordance with the Mirvac Group Privacy Policy. The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how Hirers may request access to and correction of personal information Mirvac holds about them, or to make a complaint about an alleged breach of the Australian Privacy Principles. Mirvac may disclose personal information about Hirers to third party agents and service providers to assist Mirvac in the operation of its business.

4. Period of Hire

4.1. The requesting duration of the booking ("hire period") must allow time for set up, pack up and cleaning. Any exception to this is to be approved prior in writing by Mirvac.

4.2. Early entry or failure to vacate a Selected Venue at the end of the hire period will incur a penalty fee as set out on the Listing.

4.3. Bookings must be in accordance with any minimum period set out on the Listing.

4.4. Selected Venues available for hire during the hours and days as listed on Listing.

5. Fees and Payments

5.1. Hire fees must be paid in accordance with the Vennu Guest Terms.

5.2. If payment is not completed in accordance with the Vennu Guest Terms, the booking will be cancelled.

6. Emergency Procedures and Safety

6.1. The Hirer must be aware and familiarise themselves with and observe the Emergency Evacuation Plan for the premises, as notified to them by Mirvac.

6.2. Hirers are responsible for evacuating the premises in the case of an emergency.

6.3. The Hirer must take direction from representatives of Mirvac in the case of an emergency, when such officer is present.

6.4. The Hirer must ensure that all exit doors and access to fire equipment are kept clear.

6.5. The Hirer is responsible for ensuring that firefighting equipment is not discharged, used or interfered with for any reason other than its designated purpose.

6.6. Any accidents/near accidents should be reported to Mirvac within 24 hours in writing, providing full particulars of the incident including the contact names, numbers and addresses of witnesses and the injured person.

6.7. Any seating capacities stated on a Listing must not be exceeded and Mirvac reserves the right to cancel any booking when this capacity is exceeded.

6.8. The Hirer must not place or use any substance on the floors or walls that would damage or alter the surface.

7. Equipment and Fittings

7.1. Hirers are responsible for setting up and packing away of any furniture and equipment used during their hire period.

7.2. The Hirer must not remove or permit the removal of, any furniture, equipment or contents from the Selected Venue without the written permission of Mirvac.

7.3. All electrical equipment brought in by Hirers must display a current tag that the item has been tested and tagged by a qualified electrician. Any untagged items left in the Selected Venue will be removed.

7.4. If the Hirer requires additional furniture and equipment to those available then it is the Hirer's responsibility to organise however the Hirer must ensure this additional furniture and equipment can fit through the access points.

7.5. It is the Hirer's responsibility to ensure that all furniture and equipment brought in by the

Hirer is removed prior to the end of the hire period. Failure to remove furniture and equipment may result in Mirvac removing it at cost to the Hirer.

8. Damage/Loss of Property

8.1. It is the responsibility of the Hirer to inspect the Selected Venue at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Noticeable damage to the premises is to be reported to Mirvac immediately, otherwise it will be assumed that this damage occurred during the course of the booking. Any untidiness or issues with the premises prior to the booking must also be reported to Mirvac.

8.2. All reasonable steps must be taken by the Hirer to satisfy themselves that there is no reasonable risk of injury to any person participating in the Hirer's activities.

8.3. The Hirer must report immediately to Mirvac any damaged or dangerous electrical fittings and ensure that steps are taken to prevent use of the same until repaired.

8.4. The Hirer is responsible for the full cost of any damage caused to the premises, grounds, furniture or fittings during the course of the Hirer's use of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.

8.5. The Hirer is not permitted to use any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces.

9. Alcohol

9.1. It is the responsibility of the Hirer to obtain any necessary or appropriate liquor licence to serve alcohol at their function. If a Hirer wishes to serve alcohol at their function a temporary liquor licence is required.

9.2. The sale, supply and/or consumption of alcohol to or by minors is prohibited in or on the grounds of the premises. The Hirer must comply with all relevant legislation and control in respect of the supply of liquor.

10. Cleaning

10.1 Hirers are responsible for ensuring that the hired space is left clean and is ready for the next user.

10.2 Rubbish is to be placed in any bins provided. Bin liners are to be tied and full rubbish bags are to be placed in external bins. Should the exterior waste bins be full, the Hirer is responsible for removing their waste or any overflow from the Selected Venue.

10.3 If an additional cleaning charge is applicable this will be stated on the Listing.

11. Noise Control

11.1. Noise generated by music and/or human activities (shouting, vehicles etc.) must be kept to a maximum of 5DB over ambient level noise and not cause an annoyance to neighbouring businesses or residences. Failure to reduce noise levels at the request of either a representative or agent of Mirvac official or the police will result in the activity being stopped.

12. Access

12.1 A representative of Mirvac will meet the Hirer at the commencement of the booking to provide access to the Selected Venue.

13. Advertising

13.1. Temporary banners can only be erected by the Hirer during the hire period within the Selected Venue but must be in accordance with any written instructions of Mirvac.

14. Decorations

14.1. The Hirer is not permitted the use of any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces. Nails, screws or any other fastenings must not be driven into or attached in any way to the walls, floors, timberwork,

furniture or fittings.

14.2. Confetti, glitter or similar products are not permitted in a Selected Venue unless expressly stated otherwise in writing. The Hirer is liable to Mirvac for full restoration and repair costs in connection with any damage resulting from this action.

14.3. The Hirer should not attach decorations (balloons, streamers etc.) or any other material to any fans, heaters or electrical fittings.

14.4. Limited and restricted use of candles requires approval. If permitted, strict guidelines of use will be provided. Candles on birthday cakes are permitted under the direct supervision of the Hirer.

15. Prohibited Items

17.1. Open flames, fireworks, flammable or combustible liquids, toxic or corrosive chemicals of any kind, kerosene or spirit-type lamps are not allowed.

15.2. There is no smoking is permitted on the premises, including enclosed grounds.

16. Public Liability and Indemnity

16.1. The Hirer must effect insurance in respect of its use of the Selected Venue on an occurrence based policy against public liability for not less than \$20 million for a single claim. The policy must be in the name of the Hirer and note the interests of Mirvac. The Hirer must provide evidence of the insurance to Mirvac prior to the commencement of the Hire Period].

16.2. The Hirer is responsible for ensuring any service provider or contractor they engage has public liability insurance for a minimum of \$20M.

16.3. The Hirer must effect and maintain workers' compensation insurance if required by (and, if so, in accordance with) relevant laws.

16.4. They must immediately notify Mirvac of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Mirvac informed of developments concerning the claim.

16.5. The Hirer releases Mirvac and the owner of the Centre in which the Selected Venue is located (**Owner**) from any claim, demand, suit, injury, loss, cost, liability, action or proceeding (**Claim**) which the Hirer may have against Mirvac or the Owner in connection with the Hirer's use of the Selected Venue.

16.6. The Hirer indemnifies and must keep each of Mirvac and the Owner indemnified against all Claims arising as a consequence of the Hirer's use of the Venue, fraud, misconduct, dishonesty, breach of any law, breach of these Terms of Use, default or negligence.

16.7. The release and indemnity in **clauses 16.5 and 16.6** do not operate to the extent a Claim arises because of the default or negligence of Mirvac or the Owner.

16.8 The Hirer will occupy and/or use the Selected Venue at his/her own risk.

16.9. The Hirer expressly agrees that these terms are not be construed or interpreted as either a lease or licence.

17. Security Deposit

(a) The Hirer must pay the Security Deposit to Mirvac prior to the commencement of the Hire Period.

(b) The Security Deposit will be held by Mirvac as security for performance by the Hirer of its obligations under these Terms of Use.

- (c) If the Hirer does not observe an obligation after reasonable notice from Mirvac, Mirvac may perform that obligation and recover its reasonable costs of doing so from the Hirer. Mirvac may draw upon the Security Deposit to meet the costs.
- (d) Mirvac must refund the Security Deposit (or so much of it as has not been drawn upon) within a reasonable time after the end of the Hire Period, but only if there are no outstanding breaches of any of the Hirer's obligations.
- (e) **"Security Deposit"** means the amount set out on the Listing.