## **CAIRNS BUSINESS HUB**

## ABN 80 622 539 459

Level 1, 59 McLeod Street Cairns City Queensland

## **Terms and Conditions of Hire**

This is a non-exclusive licence agreement for shared office space and/or facility hire. It is not a tenancy agreement. The agreement between Complete Business Solutions (QLD) Pty Ltd as the licensor and the hirer as the licensee is subject to the terms and conditions contained below.

- 1. The Hirer shall pay the amount specified for hire of the space, facilities and any fees and charges arising from the hire by the agreed dates. Full payment is required to secure the hire booking.
- 2. Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub expressly reserves the right to revise its fees and charges. However, once a deposit is paid against an invoice no revision to fees will occur unless the conditions of hire are altered.
- 3. Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub shall not be liable in any way for loss or damage incurred due to the exercise of its rights under clause 2 (above). Whilst no compensation is applicable, Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub may at its own discretion refund any portion of amounts paid on account of fees.
- 4. The Hirer agrees to comply with all requirements of the Local Government Act and any other relevant Commonwealth, State or Local act, by-laws, rules or regulations, and shall be liable for any breach of any such acts, by-laws, rules or regulations.
- The Hirer shall be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and/or in the course of the Hirer's function. (it is recommended the hirer secure specific insurance against deliberate or accidental damage to the hirers property)
- 6. The Hirer shall vacate the premises by the agreed time set out in our written confirmation. Specific arrangements to extend must be confirmed by the facility manager in attendance. Any extension of time or failure to vacate the premises at the agreed time may incur an additional fee (based on an hourly rate).
- 7. The Hirer must leave the premises in clean condition. Failure to do so will incur additional cleaning charges. Self-catered hire will incur additional cleaning fees.
- 8. Smoking, smoke machines, dangerous or hazardous substances, naked flame, animals and helium balloons are not permitted within the facility buildings.
- 9. Any goods, properties or materials brought in by or on behalf of the Hirer or their attendees, are the responsibility of the hirer. Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub accepts no responsibility for damage or loss of goods or materials left at the premises prior to, during or after the hire period or event. All deliveries or collections for the hire period or event must be arranged with and approved by Event Management prior to delivery or collection.
- 10. Signs, banners and decorations connected with the hire period or event must be approved by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub prior to the function. No nails, screws, adhesives or fastenings may be driven into or attached to the walls, doors, glass, floors, furniture, fittings and equipment without the express consent of the Venue Manager.

- 11. All sound, electrical and lighting requirements must be approved by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub prior to the hire period or event. Interference with, or alteration of any of the electrical installations, lighting, sound systems, or other property is prohibited. The Hirer must not handle, cover or endanger Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub's exhibitions or property.
- 12. All portable electrical equipment brought onto the facility premises must have a current test and tag certificate attached.
- 13. A representative of Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub will be on-site for the duration of the hire period or event. Any instructions given by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub's representative in relation to the conduct of the booking or event must be followed immediately. Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub's representative to terminate the booking hire or event should any reasonable instruction or contract conditions not be observed.
- 14. Cancellation Fees

Either party reserves the right to terminate the contract. If the Hirer terminates the contract more than 5 days prior to the hire booking date, through no fault or breach of the contract by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub, the Hirer will forfeit 25% of the full venue hire charge for that hire. If the Hirer terminates the contract between 1 and 5 days before the event through no fault or breach of the contract by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub the hirer will forfeit 50% of the full venue hire charge for that event. If the Hirer terminates the contract by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub the hirer will forfeit 50% of the full venue hire charge for that event. If the Hirer terminates the contract by Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub the Hirer will forfeit 100% of the full venue hire charge for that event. If Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub terminates the contract through no fault or breach of the contract by the Hirer, Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub terminates the contract through no fault or breach of the contract by the Hirer, Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub terminates the contract through no fault or breach of the contract by the Hirer, Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub terminates the contract through no fault or breach of the contract by the Hirer, Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub will refund all monies receipted from the Hirer for that hire period or event.

- 15. All fees and charges referred to in this Agreement are exclusive of and net of any taxes, duties and/or levies imposed by any Local, State or Federal Government including but not limited to any value-added goods and services and or transactions tax currently in force or introduced after execution of this agreement.
- 16. The Hirer is liable for themselves, their employees, and any contractors whom they may engage in relation to the event and indemnifies Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub. The hirer may become liable or suffer in respect of damage to Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub's property or injury or death of persons arising out of any wilful, unlawful, or negligent act or omission of the hirer, its employees, agents, or subcontractors in connection with this event. It is the responsibility of the Hirer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured.
- 17. Where alcohol is to be served at an event, at least one hirer representative must hold a current Responsible Service of Alcohol Certificate, be on site during the service of alcohol and provide a copy of the Certificate to the on-site venue manager upon request.
- 18. Complete Business Solutions (QLD) Pty Ltd trading as Cairns Business Hub's facilities are hired on the rules and conditions above mentioned, and the payment for such facilities, and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgment and acceptance by such person of the conditions herein contained.