

Venue Facilities Hire Agreement

This Agreement is made on this day **DD Month Year** and currently incorporates a **Guest & Visitors COVID-19 Declaration** as required under current Victorian Government guidelines - Refer to Clause 2 (b)



Between the PARTIES

OC CONNECTIONS LIMITED (ABN 91 480 733 899) OF 773 WARRIGAL ROAD, OAKLEIGH, VICTORIA 3166

AND

COMPANY NAME (ABN XXXXXXXXXX) OF ADDRESS ALL IN CAPITALS (HIRER)

- A. OC Connections controls the Venue, and makes the Venue and the Facilities available for hire from time to time in accordance with the terms and conditions of this Agreement.
- B. The Hirer wishes to hire the Venue and/or Facilities in accordance with the terms and conditions of this Agreement.

SCHEDULE

1.	Hirer Details	Contact Person: NAME Company: COMPANY Email: email address Tel: mobile number or main number Contact Details of the Person staying at the Venue (if different from above): Required under current Victorian Government COVID-19 Guidelines and Mornington Peninsula Shire Short Stay Rental Accommodation Local Law Name: Mobile Number:
2.	Venue	Tootgarook Holiday House - 56 Morris Street, Tootgarook, Victoria, 3941
3.	Facilities	Whole Venue
4.	Hiring Purpose	Holiday
5.	Period of Hire	Check in 3:30pm on Day Date Month Year Check out by 10am on Day Date Month Year
6.	Fees	\$660.00 – (Inclusive of GST) per night/ minimum 2 night stay x = \$
7.	Linen Order	\$55.00 per person per seven night stay x XX (number of people) = \$
8.	Deposit	Web Booking ID XXX - \$660.00
9.	Surety against Damage	The Hirer is required to provide valid credit card details which will be actioned in the event of proven damage to the property or facilities on the part of the Hirer

EXECUTION

The Parties hereby agree to be bound by **this Agreement** and to **Check-in via the OC Connections COVID-19 Guest & Visitor QR Code located at the entrance to the property on arrival**. Where the Hirer is a corporate entity (company or incorporated association) the person signing below on behalf of the Hirer warrants that he/she is authorised by the Hirer to execute this Agreement on its behalf.

Signed for and on behalf of OC Connections by its authorised representative:		Signed for and on behalf of the Hirer by its authorised representative:	
Name		Name	
Position		Position	
Signature		Signature	
Date		Date	

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TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

(a) In this Agreement:

Agreement means this agreement, comprising these terms and any schedules and annexures;

Deposit means the amount set out in item 8 of the Schedule;

Facilities mean the whole or part of the facilities located at the Venue and set out in item 3 of the Schedule, including associated fixtures, fittings and equipment, together with areas adjacent to the Facilities designed to service the Facilities, or to provide access to the Facilities;

Fees means the total sums payable by the Hirer to OC Connections as set out in items 6 and 7 of the Schedule;

Hiring Purpose means the purpose for which the Hirer is permitted to use the Venue and the Facilities during the Period of Hire as set out in item 4 of the Schedule;

Hirer means the party defined as such on the first page of this Agreement and the Participants using the Venue.

OC Connections means OC Connections Limited;

Participants mean the persons who:

- (i) Enter the Facilities during the Period of Hire; and
- (ii) Have engaged the services of the Hirer, or are, or should be, otherwise under the Hirer's supervision or control during the Period of Hire;

Period of Hire means the date or dates and time or times during which the Hirer is entitled to use the Facilities as set out in item 5 of the Schedule and/or as varied in accordance with clause 3;

Short Stay Rental Accommodation (SSRA) Local Law is a local law that provides clear guidelines on the required standards for the operation of short stay accommodation within the Municipal District of the Mornington Peninsula Shire;

The objectives of the SSRA Local Law are to;

- i) Regulate and control the use of Short Stay Rentals;
- ii) Ensure an appropriate standard of management and presentation of such accommodation;
- iii) Minimise the risk of such accommodation affecting the peace of the neighbours;
- iv) Implement a registration requirement;
- v) Provide for a Code of Conduct under the Local Law.

Tootgarook House Policy and **House Rules Booklet** are information documents written in accordance with the Terms and Conditions set out below and give full information and details to Hirer's regarding their stay including house rules and local laws which must be adhered to. See Clause 7 entitled Hirer's Obligations;

Venue means the premises located at the address set out in Item 2 of the Schedule, and includes any fixtures, fittings, buildings, improvements and chattels at such venue.

- (b) In this Agreement any references to the singular include the plural and vice versa, to any gender includes all genders, to persons include all bodies and associations both incorporated and unincorporated, to any legislation or regulation includes all amending and succeeding legislation and regulations, to the word "including" must be construed without limitation, to a "clause" means a clause in this Agreement, and paragraph headings are for reference purposes only.

2. AGREEMENT FOR HIRE

(a) Subject to the payment of the Fees by the Hirer OC Connections will provide the Facilities for the Hirer's use on the terms of this Agreement.

(b) **The Hirer and all members of the party staying have "Checked-In" via the QR Code displayed at the front door to the property and agree to follow current Victorian Government COVID-19 guidelines whilst staying at the Venue.**

(c) Nothing in this Agreement gives the Hirer any exclusive rights over, or exclusive access to, the Venue or the Facilities.

3. CHANGES TO PERIOD OF HIRE

(a) The Hirer may make a request to OC Connections to vary the Period of Hire from time to time.

(b) OC Connections reserves the right to accept or reject the Hirer's request to vary the Period of Hire in its absolute discretion.

(c) OC Connections will confirm acceptance of the request for variation in writing within seven working days of the receipt of the request. If it fails to do so then the request is deemed to be rejected.

(d) OC Connections reserves the right to charge the Hirer a surcharge in addition to the Fees if the Hirer has not checked out by 10am on the day of departure as set out in Item 5 of the Schedule unless agreed by both parties prior to arrival. This is to recover costs in engaging extra cleaners to make good the property ready for the next guests arriving. The current surcharge is \$100 per hour or part hour in hourly increments. Any additional charges must be paid by the Hirer to OC Connections within 14 days of demand by OC Connections or will be drawn from the credit card provided as a Surety against damage.

4. PAYMENT

(a) The Hirer must pay the Fees to OC Connections within 14 days of the date of a tax invoice issued by OC Connections and sent to the Hirer in order to have the booking confirmed. **If the booking is made less than 30 days before the start of a Period of Hire the invoice must be paid in full prior to the start of the Period of Hire.**

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(b) If the Hirer disputes the amount specified in a tax invoice, the parties must promptly engage in good faith discussions to resolve the dispute.

5. CANCELLATION OF BOOKING

(a) If the Hirer cancels an agreed booking less than twenty one (21) days prior to the commencement of a Period of Hire, save for Clause 3, and the Hirer has paid a Deposit, the Hirer forfeits this deposit as a genuine and reasonable pre-estimate of the loss suffered by OC Connections in relation to the cancelled booking. **If the booking is during a Peak Period** (Victorian School Holidays and Victorian Public Holidays), **then 75% of the Total Stay Amount** will be forfeited as a genuine and reasonable pre-estimate of the loss suffered by OC Connections in relation to the cancelled booking.

(b) If OC Connections cancels an agreed booking more than twenty one (21) days before the commencement of a Period of Hire, OC Connections will refund to the Hirer the whole of the Deposit and any other Fees paid by the Hirer with respect to that Period of Hire as at the date of cancellation.

6. CLOSURE BY OC CONNECTIONS

The Hirer acknowledges that OC Connections may close the Venue, including the Facilities, at any time without prior notice to the Hirer, if in OC Connections' reasonable opinion:

- (i) There is a public safety reason to do so;
- (ii) The Venue and/or the Facilities is/are unfit for use; or
- (iii) The Venue and/or the Facilities requires urgent maintenance or repair.

In the event that the Venue is closed for any of the above reasons the Hirer will be compensated for payment made for the unused part of the Period of Hire.

7. HIRER'S OBLIGATIONS

(a) The Hirer must, at all times:

- (i) Comply with any and all instructions given by OC Connections as to the use of, and access to and from, the Facilities and/or the Venue as per the Tootgarook House Policy, details included in the House Rules Booklet and instructions displayed around the Venue;
- (ii) Comply with any and all procedures that OC Connections requires the Hirer to follow in relation to the use of, and access to, the Facilities including instructions for the use of equipment provided at the Venue;
- (iii) Properly supervise all Participants during the Period of Hire;
- (iv) Ensure that the Hirer, and each person engaged by the Hirer, has the appropriate qualifications, training, experience and licences to supervise the Participants and/or teach the Participants (as applicable);

- (v) Ensure that the number of guests does not exceed the maximum number of guests as stated on the Schedule;
- (vi) Be responsible for the maintenance and preservation of good order in the Facilities throughout the Period of Hire;
- (vii) Reinstate the Facilities to a condition equivalent to its condition prior to the commencement of each Period of Hire, fair wear and tear appropriate to the nature of the Hirer's use excepted;
- (viii) Ensure that any equipment belonging to OC Connections and used during each Period of Hire is returned to its original location as at the commencement of each Period of Hire;
- (ix) Comply with:
 - (A) All relevant occupational health and safety standards, legislation and guidelines;
 - (B) All relevant laws and regulations relating to the use and access of the Facilities and access to the Venue; and
 - (C) The terms of any licences granted to the Venue;
- (x) Adhere to the Code of Conduct of the *Short Stay Rental Accommodation (SSRA) Local Law* which is clearly displayed at the Venue.

It is the responsibility of the Hirer to ensure that they or any person that they commit to supporting at the venue abide by the SSRA Law. This includes the responsibility not to engage in loud yelling, screaming and arguing and aggressive behaviour. Permitting these behaviours by the Hirer may result in early termination of the Period of Hire.

OC Connections provides off street parking for all Hirers' motor vehicles. This information is provided prior to arrival and in the House Rules Booklet.

Additional accommodation is not allowed on site by way of tents, caravans, campervans or similar facilities.

Outdoor areas including swimming pools, spas, outdoor decking and balconies are not to be used between the hours of 11.00 pm to 7.00 am. on any day.

OC Connections informs the Hirer of required waste disposal arrangements.

- (xi) Be responsible for all persons in or around the Facilities during the Period of Hire (including for their safety and wellbeing); and
- (xii) If requested by OC Connections procure the execution of a release, indemnity and waiver, in a form determined by OC Connections from time to time, by any Participant.

(b) The Hirer will not without express written approval of OC Connections:

- (i) bring, or permit to be brought, any animal into the Venue and/or the Facilities with the exception of registered guide dogs and service dogs;

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- (ii) allow any person, not subject to the direction and control of the Hirer, to use or access the Facilities;
 - (iii) conduct any alterations or additions to the Venue or Facilities;
 - (iv) alter, move or remove any fixture or fitting in the Venue or Facilities; or
 - (v) bring or permit to be brought into the Venue any dangerous goods.
- (c) During the Period of Hire the Hirer agrees in the event of an emergency to follow the Evacuation Procedures as directed by the Emergency Services and follow guidelines as set out in the Tootgarook Emergency Bushfire, Management and Evacuation Plan available at the Venue.

8. SURETY FOR DAMAGE

- (a) The Hirer must provide valid credit card details to OC Connections at least seven days before the commencement of the Period of Hire as a Surety against damage.
- (b) Reparation refers to making good any loss or damage suffered by OC Connections in relation to the Hirer's use of the Facilities and/or Venue.
- (c) In the event that damage is identified and is proven to arise out of the Hirer's use of the Venue the Hirer agrees to pay to OC Connections the cost of repairing damage or covering loss
- (d) OC Connections reserves the right to charge the Hirer a surcharge to recover costs in engaging contractors to make good the damage, if it considers the Hirer's make good obligation under clause 7 (vii) has not been adequately satisfied. Any additional charges must be paid by the Hirer to OC Connections within 14 days of demand by OC Connections or will be drawn from the credit card provided reference 8(a).

9. FITNESS FOR HIRING PURPOSES

The Hirer acknowledges that it is satisfied that the Facilities are fit for the Hiring Purpose, and acknowledges that OC Connections does not warrant that the Facilities are fit for the Hiring Purpose.

10. EXCLUSION OF LIABILITY AND INDEMNITY

- (a) All express or implied guarantees, warranties, representations or other terms relating to this Agreement or its subject matter, not expressly set in this Agreement, are excluded from this Agreement to the maximum extent permitted by law.
- (b) Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited.
- (c) If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under applicable legislation and cannot be excluded (**a Non-Excludable Provision**), and OC Connections is able to limit the Hirer's remedy for a breach of the Non-Excludable Provision, the liability of OC Connections for breach of the Non-Excludable

Provision is limited to supplying of the hire services again, or the payment of the cost of having the services supplied again.

- (d) Subject to clauses 10(b) and 10(c), the parties agree that OC Connections is not liable (including in negligence) to the Hirer or any other person for:
 - (i) any loss or damage caused directly or indirectly by any fault in, or failure of, electricity supply, lighting, heating, electronic equipment, or other devices used in relation to the Facilities or the Venue, due to any cause whatsoever, except to the extent that it was caused by OC Connections' negligence;
 - (ii) any damage, injury or loss of life caused to the Hirer or Participants, except to the extent that it was caused by OC Connections' negligence; or
 - (iii) any loss of profits, loss of opportunity, loss of business, loss of revenue, or any indirect or consequential loss, arising in relation to this Agreement.
- (e) Subject to clauses 10(b) and 10(c), the parties agree that the total liability of OC Connections to the Hirer for loss or damage of any kind whether arising in tort (including negligence), contract, under statute or otherwise is limited to the total amount of Fees paid by the Hirer under this Agreement.
- (f) To the maximum extent permitted by law, the Hirer indemnifies and holds harmless OC Connections against any and all claims, losses, actions, proceedings, costs, damages, demands, expenses (including legal expenses) and liabilities arising from:
 - (i) any claims, actions or proceedings made, brought or commenced by any person in relation to the Hirer's use of the Venue and/or Facilities;
 - (ii) any act, omission or misconduct of the Hirer; or
 - (iii) any breach or non-performance of obligations under this Agreement by the Hirer.

11. INSURANCE

OC Connections has in place the necessary insurances as a provider of the Venue. It is recommended that the Hirer, for their own protection, affects relevant insurances for the Period of Hire.

12. OWN RISK AND PROPERTY

- (a) The Hirer uses, and has access to, the Facilities, and the Venue, at its own risk.
- (b) OC Connections, its officers, agents and employees are not in any circumstances responsible to the Hirer or any other person for damage to, or the loss, theft or removal of, any property brought or left by any person (including the Hirer) in or upon any part of the Venue.
- (c) Property left at the Venue by the Hirer will be deemed abandoned by the Hirer after 30 days have elapsed following the Period of Hire and may be disposed of by OC Connections.

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13. ADMISSION

- (a) OC Connections may specify the maximum number of persons permitted to use the Venue or the Facilities or any part of them, for any reason or at any time, whether during the Period of Hire or otherwise and which shall be stated in the Schedule.
- (b) OC Connections and all persons authorised by OC Connections reserve the right to enter every part of the Venue including the Facilities at any time, where appropriate having given reasonable prior notice to the Hirer, and to refuse admission to, or remove from, any person from the Venue or the Facilities.

14. TERMINATION

- (a) This Agreement may be terminated:
 - (i) by either party, by giving seven days' written notice to the other party; Refund provisions in Clauses 5) and 6) shall apply where relevant.
 - (ii) immediately by either party by written notice to the other party if the other party is insolvent, becomes, threatens to become, or is in jeopardy of becoming subject to, any form of insolvency administration, has a winding up or dissolution order made, has an administrator or provisional liquidator appointed, has a manager or receiver appointed, or ceases or threatens to cease, conducting business in the normal manner; or
 - (iii) by OC Connections, immediately by written notice to the Hirer if the Hirer fails to meet any of its obligations under this Agreement and such failure continues for more than seven days after written notice of the failure has been given to the Hirer.

15. GENERAL

- (a) This Agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes and replaces any previous agreement or arrangement between the parties in relation to its subject matter.
- (b) Any variation to this Agreement must be agreed in writing by both parties.
- (c) Any notices required to be given under this Agreement are deemed to have been given if delivered by any means to the address of each party as set out in this Agreement (or to another address notified in writing by one party to the other party). Notice may be given by OC Connections to the Hirer by email to the email address set out in Item 1 of the Schedule (or to the email address otherwise notified by the Hirer to OC Connections in writing).
- (d) Unless expressly indicated otherwise all amounts referred to in this Agreement are exclusive of GST. Where a taxable supply is made under this Agreement by a party then the consideration payable for that taxable supply must be increased by an amount equal to the prevailing rate of GST imposed on that taxable supply and that amount is payable at the same time and in the same manner as the consideration for that taxable supply.
- (e) The Hirer may not transfer or assign any of its interest, rights, obligations or benefits under this Agreement without OC Connections' prior written consent, which may be withheld at its discretion.
- (f) Any provision of this Agreement which is void or unenforceable may be severed without affecting the enforceability of other provisions.
- (g) No party is responsible or liable to any other party for any failure to perform any of its obligations under this Agreement for the period that such failure arises from circumstances beyond the control of that party.
- (h) This Agreement is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

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