

BIRKENHEAD POINT

Terms of Use: Birkenhead Point Marina Club Lounge

Definitions

"Hire Fee" means the fee charged by Mirvac for the booking of the Meeting Room.

"Booking Fee" means the fee set out on Rezdy as applicable to the booking.

"Hirer" means the person or organisation that books the Meeting Room

"Meeting Room" means the meeting room located at Birkenhead Point Marina, 19 Roseby Street, Marina Promenade, Drummoyne and includes all the facilities therein.

Mirvac means Mirvac Birkenhead Point Pty Ltd, the party responsible for hiring out the Meeting Room.

Rezdy means the online booking platform used to take enquiries about hire of the Meeting Room.

These terms need to be agreed to because a booking is confirmed. If there is anything you do not agree with or do not understand in these Terms please do not accept them and contact us at Birkenhead Point Brand Outlet on info@birkenheadpoint.com.au or (02) 9812 8800.

1. General Conditions of Use

- 1.1. 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.
- 1.2. 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.
- 1.3. The Hirer must be at least 18 years of age.
- 1.4. The hiring is personal and not transferable. The premises cannot be assigned or sub-let.
- 1.5. 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 The Hirer must advise Mirvac via the booking form in Rezdy ("**Booking Form**") of the purpose of hire of the Meeting Room. The Meeting Room should only be used for the purpose shown on the completed Booking Form.
- 2.2 Usage of the Meeting Room does not give the Hirer any right to use any other part of the Birkenhead Point Marina premises.
- 2.3 The Hirer must not make any changes, additions or building works to the Meeting Room 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.



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3. Bookings

- 3.1. For all new bookings for the Meeting Room, the Hirer is required to fill in the Booking Form which requires input of details of the booking including, time, date, duration, purpose of booking, number of attendees. Hirers will also be asked to provide credit card details to secure the booking.
- 3.2. The Hirer will be advised via email within 48 hours of completing the Booking Form if the booking has been accepted.
- 3.3. Acceptance of a booking is deemed acceptance of these term of use.
- 3.4. 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. Personal information may also be held in secured offshore databases managed and administered on behalf of Mirvac.

4. Period of Hire

- 4.1. The requesting duration of the booking (“**hire period**”) must allow time for set up, pack up and cleaning within the times stated on the Booking Form. Any exception to this is to be approved prior in writing by Mirvac.
- 4.2. Early entry or failure to vacate the facility at the end of the hire period will incur a penalty fee of \$200 plus a minimum of 1-hour hire.
- 4.3. Bookings are a minimum of [2 hours] unless written approval is granted by Mirvac.
- 4.4. The Meeting Room is available for hire during the hours of 9.00am to 3.00pm Monday to Friday and during the hours of 10.00am to 10.00pm Saturday and Sunday.

5. Cancellation of Bookings

- 5.1. Mirvac reserves the right to refuse any confirmed booking or request or to cancel a booking.
- 5.2. A Hirer must give a minimum of 48 hours’ notice in writing to cancel a booking.
- 5.3. There is no refund of the Hire Fee for cancellation within 48 hours of the booking. If a booking is not cancelled at least 48 hours prior to the beginning of the hire period, a cancellation fee of the entire Hire Fee will be charged on the credit card details provided at time of booking.
- 5.4. Any change to booking information must be made in writing to Mirvac.

6. Termination of Agreement

- 6.1. Failure to comply with any of these conditions will result in your booking being cancelled by Mirvac. Any breach of the terms and conditions including providing misleading or



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incorrect information on the Booking Form may result in immediate termination and forfeiture of the full Hire Fee.

7. Fees and Payments

- 7.1. The Hire Fee will be debited from the credit card provided at the time of booking 48 hours prior to the start of the booking.
- 7.2. If payment is not completed by the Hirer 48 hours prior to booking, the booking will be cancelled.

8. Emergency Procedures and Safety

- 8.1. The Hirer must be aware and familiarise themselves with and observe the Emergency Evacuation Plan for the premises.
- 8.2. Hirers are responsible for evacuating the premises in the case of an emergency.
- 8.3. The Hirer must take direction from representatives of Mirvac in the case of an emergency, when such officer is present.
- 8.4. The Hirer must ensure that all exit doors and access to fire equipment are kept clear.
- 8.5. The Hirer is responsible for ensuring that firefighting equipment is not discharged, used or interfered with for any reason other than its designated purpose.
- 8.6. 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.
- 8.7. The seated capacity of the room is 20 people and the standing capacity of the room is 30 people. These capacities must not be exceeded and Mirvac reserves the right to cancel any booking when this capacity is exceeded.
- 8.8. The Hirer must not place or use any substance on the floors or walls that would damage or alter the surface.

9. Equipment and Fittings

- 9.1. Hirers are responsible for setting up and packing away of any furniture and equipment used during their hire period.
- 9.2. The Hirer must not remove or permit the removal of, any furniture, equipment or contents from the Meeting Room without the written permission of Mirvac.
- 9.3. 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 Meeting Room will be removed.
- 9.4. 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.



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9.5. 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.

10. Damage/Loss of Property

10.1. It is the responsibility of the Hirer to inspect the Meeting Room 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.

10.2. 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.

10.3. 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.

10.4. 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.

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

11. Alcohol

11.1. 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. This is obtainable from Liquor & Gaming NSW - phone 1300 024 720 or visit www.liquorandgaming.nsw.gov.au.

11.2. 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 the Liquor Act 2007 and all relevant legislation and control.

12. Cleaning

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

12.2. Rubbish is to be placed in 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 Meeting Room.

12.3. If additional cleaning is required after the hire period the cleaning charge per hour will be charged. The cleaner is not responsible for tidying.



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12.4 An extra charge for litter bins/rubbish collection per bin may apply if additional bins are required.

13. Noise Control

13.1.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.

14. Access

14.1 A representative of Mirvac will meet the Hirer at the commencement of the booking to provide access to the Meeting Room.

15. Advertising

15.1.Temporary banners can only be erected by the Hirer during the hire period within the Meeting Room but not on the adjacent Marina.

16. Decorations

16.1.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.

16.2.Confetti, glitter or similar products are not permitted in the Meeting Room. The Hirer is liable to Mirvac for full restoration and repair costs in connection with any damage resulting from this action.

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

16.4.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.

17. 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.

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



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18. Public Liability and Indemnity

- 18.1. Mirvac recommends public liability insurance of at least \$20M for all Hirers not covered by Mirvac's insurance. Hirers not covered by Mirvac's insurance are all non-Mirvac employees.
- 18.2. The Hirer is responsible for ensuring any service provider or contractor they engage has public liability insurance for a minimum of \$20M.
- 18.3. The Hirer must effect and maintain workers' compensation insurance if required by (and, if so, in accordance with) relevant laws.
- 18.4. 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.
- 18.5. The Hirer indemnifies Mirvac against liability or loss arising from and cost incurred in connection with damage, loss, injury or death to the extent caused or contributed to by the act, negligence or default of the Hirer.
- 18.6. The Hirer releases Mirvac from and agrees that the Mirvac is not liable for the liability or loss arising from and costs incurred in connection with damage, loss, injury or death to the extent caused or contributed to by the act, negligence or default of the Hirer.
- 18.7. The Hirer will occupy and/or use the Meeting Room at his/her own risk.
- 18.8. The Hirer expressly agrees this Agreement is not be construed or interpreted as either a lease or licence.

