

Perron Place – Room Hire - Terms

1. Booking Agent

The Hirer acknowledges that all Room bookings are applied for and Hire Fees are paid to the Booking Agent and the Hirer agrees that it is subject to the terms and Privacy Policy of the Booking Agent to the extent they are not inconsistent with these Terms.

2. Government direction

- (a) The Hirer acknowledges and agrees to adhere to any and all directions given by Perron Place in accordance with any government mandate such as mask wearing, social distancing, registering attendance via the SafeWA App (or any such similar app) and vaccination requirements.
- (b) Perron Place may impose additional restrictions beyond those mandated by government and the Hirer acknowledges and agrees that it will adhere to any and all additional restrictions.
- (c) The Hirer acknowledges and agrees that:
 - (i) it is the Hirer's responsibility to ensure that all of its Permitted Persons are made aware of any directions given by Perron Place pursuant to this clause 2.
 - (ii) if it or any Permitted Person breaches any directions given such to this clause 2 may result in an immediate termination of the Hirer's booking and forfeiture of the Hire Fee in full, at the discretion of Perron Place.

3. Application and Confirmation

3.1 Minimum Hire Period

The Hirer acknowledges that all room Hire Periods are for a minimum time of one hour, with 15-minute increments thereafter.

3.2 Application for Room hire

- (a) The Hirer acknowledges that a submission of a booking room form via the Booking Agent is an "application" to hire the Room (**Application**), approval of the Application is subject to review and approval by Perron Place.
- (b) The Hirer must include in the Application time for set up and pack away. The Hirer acknowledges that it will not be granted access to the Premises or the Room before or after the requested time in the Application and confirmed in the Confirmation Email.
- (c) The Hirer confirms that the Application provides a clear, true and accurate description of the purpose for which the Room is intended to be hired.
- (d) By submitting an Application, the Hirer agrees to be bound by these Terms.

3.3 Confirmation of Room hire

Subject to receipt of a Confirmation Email, Perron Place grants to the Hirer for the Hire Period the Room for the Permitted Use subject to these Terms.

3.4 Refusal to accept request for Room hire

Perron Place may in its absolute discretion for any reason refuse to accept and confirm any Application. If an Application is refused the Booking Agent will refund the Hire Fee in accordance with its terms.

3.5 Use of Equipment

Perron Place may provide Equipment within the Room, provided that the Hirer must reimburse Perron Place for any costs and loss arising from inadequate or improper use of the Equipment.

3.6 Cancellation prior to Hire Period

- (a) Subject to clause 3.6(b), the Hirer must provide written notice to Perron Place of cancellation of its Application (whether the Application has been confirmed or not) at least 14 days prior to the commencement of the Hire Period (**Cancellation Date**).
- (b) On or before the commencement of the Hire Period, the Hirer may cancel its booking, by written notice to Perron Place, if the Hirer is prevented from attending its booking due to a Force Majeure event.
- (c) Except in circumstances of clause 3.6(b), if a cancellation notice is received after the Cancellation Date the Hirer acknowledges that it will not receive a refund of the Hire Fee.

3.7 Subsequent year bookings

Bookings for a Room in the next calendar year will open in:

- (a) November for Regular Hirers; and
- (b) December for Ad hoc Hirers.

4. Ad hoc Hirer - Hire Fees

4.1 Payment of Hire Fee

The Ad hoc Hirer must pay the Hire Fee to the Booking Agent at the time of submitting the Application.

4.2 Third party Booking Agent

The Ad hoc Hirer acknowledges that the Hire Fee is set by Perron Place (and current rates are available [here](#)).

4.3 Security

- (a) The Ad hoc Hirer agrees to provide details of a valid Credit Card (that must be valid for at least 4 weeks after the end of the Hire Period) at the time of making its Application.
- (b) The Ad hoc Hirer confirms and authorises Perron Place to charge to the Credit Card any and all fees due and payable in accordance with these Terms.

5. Regular Hirer – Hire Fees

5.1 Hire Fee

The Regular Hirer acknowledges that the Hire Fee is the fee as published at the time of the Application is submitted to the Booking Agent. For the avoidance of doubt, if Perron Place increases the Hire Fee for a Room at any time after the Application is submitted, the Hire Fee for the relevant Room will not increase.

5.2 Payment of Hire Fee

- (a) The Regular Hirer must, and agrees to, pay the Hire Fee to the Booking Agent in accordance with this clause 5 unless directed in writing otherwise.
- (b) Perron Place will issue a tax invoice to the Regular Hirer within 5 Business Days of the end of each calendar month, for the preceding months Room(s) hired.
- (c) If the Regular Hirer fails to pay the Hire Fee within 14 days of the Invoice Date, Perron Place may charge a Late Payment Fee and may in its absolute discretion cancel any and all future bookings of the Regular Hirer or a Permitted Person of the Regular Hirer.
- (d) The Regular Hirer acknowledges and agrees to pay any and all Late Payment Fees that are due and payable in accordance with these Terms.

5.3 Security Bond

- (a) The Regular Hirer acknowledges and agrees to pay the Security Bond to Perron Place in accordance with their email instructions .
- (b) The Regular Hirer must submit to Perron Place a “Bond Return Form”, such form will be provided to the Hirer by Perron Place, requesting return of the Security Bond.
- (c) Perron Place will review the Bond Return Form and:
 - (i) return the Bond in full or part; or
 - (ii) provide the Regular Hirer with a reason for not returning the Bond within 14 Business Days of receipt of the Bond Return Form.
- (d) The Regular Hirer agrees to pay on or before the first Hire Period the Key and Equipment Bonds to Perron Place in accordance with their email instructions.

6. Other Fees and payment terms

6.1 Lost keys or swipe cards fee

- (a) If a Hirer or any Permitted Person loses a key or a swipe card, for any reason, Perron Place is authorised to charge / deduct (as the case may be) the Lost Key Fee and the Lost Swipe Card Fee (as the case may be):
 - (i) if an Ad hoc Hirer, to the Credit Card provided with the Application; or
 - (ii) if a Regular Hirer, from the Security Bond, and the Regular Hire must pay the amount so deducted to Perron Place on demand by Perron Place.
- (b) The Hirer agrees and confirms that it will pay any and all Lost Key Fee or Lost Swipe Card Fee imposed by Perron Place.

6.2 Emergency call out fee

The Hirer agrees and confirms that it will pay any and all fees, fines and costs incurred by Perron Place for the attendance of any emergency or security services attendance at the Premises as a result of the acts of the Hirer or a Permitted Person.

6.3 Excess amounts

To the extent that any amount that is due and payable by the Hirer in accordance with these Terms exceeds the amount of the Security Bond or the available Credit Card limit (as the case may be) (hereafter referred to as the **Shortfall**), the Hirer will pay the Shortfall to Perron Place within 5 Business Days of the date of issue of a notice notifying the Hirer of the Shortfall.

6.4 GST Liability

- (a) The expressions “**GST**”, “**input tax credits**”, “**tax invoice**” “**tax period**”, and “**taxable supply**” have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (“**the GST Act**”).
- (b) The Parties acknowledge that GST is payable in respect of each taxable supply made under these Terms.
- (c) The Hire Fee and all other amounts payable by the Hirer to or on behalf of Perron Place under any provision of these Terms (other than a Hirer reimbursement for any GST inclusive payment or outgoing made by Perron Place and in respect of which Perron Place is entitled to an input tax credit) are expressed in amounts that do include the GST payable.
- (d) In respect of a taxable supply made under these Terms (other than a Hirer reimbursement for any GST inclusive payment or outgoing made by Perron Place and in respect of which Perron

Place is entitled to an input tax credit) the Hirer must, in lieu of and in substitution for any amount(s) otherwise required to be paid under these Terms (“Hirer Payment(s)”), pay an amount or amounts equal to those Hirer Payment(s) increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

- (e) Perron Place must issue valid tax invoices to the Hirer for taxable supplies under these Terms.
- (f) Any review of the Hirer Fee, other than a review under this clause, must take into account that GST is required to be paid by the Hirer by adjustment of Hirer Payments under this clause and must take account of any adjustment to the Hirer Payments which has already been or is required to be determined, under the provisions of this clause.

7. Hirer’s Obligations and conduct

7.1 Use of Room

- (a) The Hirer must only use the Room for the Permitted Use.
- (b) The Hirer acknowledges and agrees that it will use the Room and any Equipment in accordance with the directions of Perron Place, including any “instructions” or “rules” published within Perron Place.
- (c) The Hirer must notify Perron Place by email, including photographic evidence, of any breakages / damages/ issues in the Room or to the Premises within 24 hours of the end of the Hire Period.
- (d) The Hirer acknowledges and agrees that:
 - (i) it, and the Permitted Persons, may only use the keys and other security devices that will be provided / are provided in accordance with any reasonable directions of Perron Place from time to time; and
 - (ii) it must not, and it must ensure that no Permitted Person, copy any key or other security devices and must return all keys and security devices to Perron Place at the end of the Hire Period.
- (e) If the end time of the Hire Period is outside the Operating Hours, the Hirer must ensure that the Premises is fully secured prior to departing the Premises.
- (f) The Hirer acknowledges and agrees that it will not permit:
 - (i) the use of naked flames (e.g. candles, gas stoves);
 - (ii) the use of smoke machines;
 - (iii) animals (except formally recognised Assistance Dogs),on or within the Premises by it or any of its Permitted Persons without the prior written consent of Perron Place, which permission may be withheld in its absolute discretion.
- (g) The Hirer acknowledges and agrees to supervise, or procure the supervision of, any and all Permitted Persons who are under the age of 18 years.

7.2 Alterations to Room

- (a) The Hirer must not:
 - (i) make or permit to be made any alterations or additions in the construction or arrangement of the Room or the Premises or cut, hole or damage any wall, partition, timber, door, floor or ceiling of it; or
 - (ii) interfere with, alter, make or remove any existing Utilities in or on the Room or the Premises;unless the Hirer:
 - (iii) has first obtained Perron Place’s prior written consent, which:

- (A) may be granted or withheld at Perron Place's absolute discretion;
 - (B) may be given conditionally or unconditionally in all cases.
- (b) The Hirer acknowledges and agrees that if it carries out any alteration or addition to the Room or the Premises that does not meet any condition or standard of Perron Place, then Perron Place may, at the Hirer's cost, take any action Perron Place considers necessary to remove or rectify the alteration or addition, and the costs incurred by Perron Place in doing so will be a liquidated debt payable by the Hirer on demand and recoverable in a court of competent jurisdiction.

7.3 Food and beverages

- (a) The Hirer may bring onto the Premises food and drinks (including alcoholic beverages) as the Hirer requires.
- (b) The Hirer acknowledges that any recommendation of a service provider is a recommendation and not an endorsement of any kind. Perron Place does not guarantee the quality of the service provider that may be recommended, and the Hirer acknowledges that it is responsible for entering into any agreement with a service provider for and on its own behalf.
- (c) The Hirer acknowledges and confirms that it is responsible for procuring any and all licences / permits that may be necessary for the serving of food and drinks at the Premises.
- (d) The Hirer agrees and confirms that it will ensure that any alcoholic beverage is served and consumed in accordance with responsible service of alcohol provisions in the *Liquor Control Act (1988)* (WA) (or such similar legislation that may be enacted from time to time).
- (e) The Hirer indemnifies and keeps indemnified Perron Place for any and all loss, expense, liability, cost and fine that Perron Place may incur as a result of the Hirer's failure to procure a licence / permit in accordance with this clause 7.3.

7.4 Storage of tools, furniture, equipment or materials

- (a) Unless agreed in writing otherwise, the Hirer acknowledges that no tools, furniture, equipment or materials (**Hirer Equipment**) are to be left at the Premises, and any Hirer Equipment that remains at the Premises, is at the risk of the Hirer.
- (b) Perron Place is not liable for, and will not maintain any insurance for, any damage that may be caused to the Hirer Equipment that remains at the Premises.

7.5 No general nuisances

- (a) The Hirer must not do or permit to be done in the Room or to the Premises anything which may be a nuisance or annoyance to Perron Place or to any other users or occupiers of the Premises.
- (b) The Hirer acknowledges and agrees to comply with the [Environmental Protection \(Noise\) Regulations 1997](#) (WA).

7.6 Smoke Free

The Hirer acknowledges that the Premises is a smoke free zone and the Hirer, and the Hirer will procure that none of the Permitted Persons, will not smoke within the Smoke Free Area.

7.7 Clean and tidy

- (a) The Hirer must at the end of the Hire Period clean and tidy the Room and remove any rubbish, trade waste, cartons, boxes, containers or produce and all furniture must be returned to its "original" place.
- (b) If the Hirer does not leave the Room in a satisfactory condition, at Perron Place's absolute discretion, then a Cleaning / Restoration Fee may be charged by Perron Place to the credit card

on file or taken from the Security Bond (as the case may be) for the cost of Perron Place to clean / restore the Room or the Premises.

- (c) The Hirer acknowledges and confirms that if it does not leave the Room in a satisfactory condition at Perron Place's absolute discretion, it agrees and authorises Perron Place to:
- (i) if an Ad hoc Hirer, charge to the Credit Card provided with the Application the Cleaning / Restoration Fee; or
 - (ii) if a Regular Hirer, deduct from the Security Bond the Cleaning / Restoration Fee, and the Regular Hirer must pay the amount so deducted to Perron Place on demand by Perron Place.

7.8 Perron Place's right to view

The Hirer acknowledges and agrees that Perron Place and its employees, agents and independent contractors may at any time during the Hire Period enter the Room to ensure that the Room is being used for the Permitted Purpose.

7.9 Perron Place not responsible for other users

The Hirer acknowledges and confirms that Perron Place is not liable for any loss, damage or injury caused to the Hirer, Hirer Equipment, any Permitted Person, or any Permitted Person Property.

7.10 Comply with legislation and regulations

- (a) The Hirer must use the Room and the Premises only for lawful purposes.
- (b) The Hirer must punctually comply with and observe at the Hirer's expense all present and future Laws, and requirements which relate to its use of the Room and the Premises.

7.11 Work Health and Safety Act 2020

- (a) The Hirer agrees that for the purposes of the *Work Health and Safety Act 2020 (WA)*, the Hirer has control of the Room during the Hire Period.
- (b) Except to the extent caused by Perron Place, the Hirer releases and indemnifies and agrees to keep indemnified Perron Place from and against all Claims in respect of which Perron Place is or may be or become liable by reason of the *Work Health and Safety Act 2020 (WA)*, in respect of the Room or the Permitted Use.

7.12 Signage

- (a) The Hirer must not display from or affix any signs, notices or advertisements in the Room or the Premises without the prior written consent of Perron Place.
- (b) Perron Place may grant, withhold or condition its consent under clause 7.12(a) at Perron Place's absolute discretion.

8. Insurance and Indemnity Provisions

8.1 Regular Hirer's Insurance

- (a) The terms of this clause 8.1 apply only to Regular Hirers unless stated otherwise.
- (b) A Regular Hirer must before the commencement of the Hire Period take out and keep in force with an Approved Insurer for each Hire Period, the following insurances to the satisfaction of Perron Place:
 - (i) a general public liability insurance policy for the Insured Amount:
 - (A) covering liability for loss of or damage to property; and

- (B) covering liability for the death of or injury to a person, arising out of or in connection with the use of the Room, the Premises, or the Equipment; and
 - (ii) a workers' compensation insurance policy in the form and for the amounts required by Law, including covering liability under statute and common law for death or injury to any employees of the Hirer;
 - (iii) professional indemnity insurance as would reasonably be expected to be held by a Hirer providing services of a similar nature for the Insured Amount; and
 - (iv) any other insurance reasonably required by Perron Place.
- (c) A Regular Hirer must ensure that Perron Place has a copy of the certificate of currency for the insurance policies taken out in accordance with Clause 8.1(b) before the commencement of the Hire Period.

8.2 Hirer's Liability and Insurance

- (a) The Hirer is responsible for all of its equipment, assets, property and other items held in the Room or in storage and Perron Place recommends, but does not require, that the Hirer also obtain insurance for all these items held in the Room or in storage.
- (b) The Hirer acknowledges that Perron Place accepts no responsibility, to the extent permitted by Law, for the theft, loss or damage to any items, including Hirer Equipment and Permitted Person Property, held in the Room.

8.3 Hirer's Indemnity

- (a) Except to the extent that any loss or damage is caused or contributed to by any negligent act or omission of Perron Place or its employees, agents and contractors, the Hirer will indemnify and keep indemnified Perron Place from and against all Claims made against Perron Place in respect of all or any of the following:
 - (i) any loss or damage to property, or death or injury of any nature or kind and however or wherever sustained, caused or contributed to by the:
 - (A) use by the Hirer or by any Permitted Person of the Room, the Premises, or the Equipment; or
 - (B) the access to Premises by the Hirer or any Permitted Person, the Premises, or the Equipment; or
 - (ii) resulting from any act of default or omission by the Hirer under these Terms; or
 - (iii) resulting from any notice, claim or demand to perform any obligation to be performed by the Hirer under these Terms except however to the extent that Perron Place is obliged under the provisions of these Terms to pay for or contribute to the cost of it,

whether occurring before, after or during the Term.

- (b) The Hirer indemnifies Perron Place against all loss and damage suffered by Perron Place or the Hirer and caused by:
 - (i) the Hirer or any Permitted Person's negligent use or misuse, waste or abuse of water, gas or electricity supplied to the Room, or the Equipment;
 - (ii) faulty wiring, fittings or parts of the Hirer Equipment or Permitted Person's Property; or
 - (iii) the Hirer or any Permitted Person's negligent use or misuse of the Room, Equipment, Hirer Equipment or Permitted Person's Property,

whether the loss or damage occurs before, after or during the Term.

8.4 Produce policies and receipts for premiums

The Hirer must, at least 7 days prior to the Hire Period, produce to Perron Place certificates of currency issued by an Approved Insurer for any policies of insurance required to be taken out by the Hirer under these Terms, and at any time on demand during the Term, produce updated certificates of currency for them.

8.5 Perron Place's insurances

Perron Place will obtain and maintain for the duration of the Hire Period appropriate and adequate:

- (a) public liability insurance in respect of the Premises;
- (b) damage and destruction insurance for the Premises and the contents of the Premises (including the Equipment but excluding the equipment, assets and property of the Hirer) for full replacement value;
- (c) worker's compensation insurance for all staff engaged by Perron Place; and
- (d) any other insurance required by law.

8.6 Increase in Perron Place's insurance premiums

If the Hirer or a Permitted Person does or permits to be done any act which has the effect of invalidating or avoiding any policy of insurance taken out by the Perron Place, then without limiting any other right of Perron Place, the Hirer will be responsible for, and must pay and discharge on demand, any damage or loss which Perron Place suffers as a result.

9. Perron Place's obligations and reservations

9.1 No warranties

- (a) Perron Place does not expressly or impliedly warrant that:
 - (i) the Room is now, or will remain suitable or adequate for all or any of the purposes of the Hirer, or for the Permitted Use; and
 - (ii) that any fixture or fitting in them is or will remain in working order and condition.
- (b) Any warranties as to suitability and adequacy of the Room implied by Law are denied.

9.2 Perron Place may carry out remedial work following termination

- (a) Following Termination, Perron Place has the right to carry out any repairs or maintenance which the Hirer has failed to undertake in accordance with the Hirer's Obligations and otherwise remedy any outstanding default.
- (b) If the repairs or maintenance would have been the responsibility of the Hirer in accordance with the Hirer's Obligations, then the cost of those repairs or maintenance are payable by the Hirer to Perron Place upon demand and is recoverable from the Hirer notwithstanding the Terms has ended.

10. Default and termination

10.1 Default

- (a) If a Party is in breach of an obligation under these Terms (**Defaulting Party**), the other Party (**Non-defaulting Party**) may give notice to the Defaulting Party which requires the Defaulting Party to remedy the breach within 10 Business Days.
- (b) The Non-defaulting Party may by further notice to the Defaulting Party terminate these Terms if the Defaulting Party has not:

- (i) remedied the breach within that 10 Business Day period; or
 - (ii) made arrangements within that 10 Business Day period, which reasonably satisfy the Non-defaulting Party in respect of the breach.
- (c) The Non-defaulting Party's right to terminate is without prejudice to any other rights or remedies it may have in respect of the default.

10.2 Insolvency

A Party may terminate a booking immediately by written notice to the other Party if the other Party is subject to an Insolvency Event.

10.3 Immediate termination

If Perron Place reasonably suspects that the Room will not be, or is not being, used for the Permitted Use, Perron Place may terminate the booking (and any future bookings) immediately and the Hirer Fee may be forfeited in full as a reasonable estimate of the costs to Perron Place to clean the Room and repair any damage.

11. Force Majeure

11.1 Force Majeure event

- (a) Perron Place is not liable for a delay or failure to perform its obligations during the time and to the extent that a Force Majeure prevents it (**Affected Party**) from performing its obligations.
- (b) Perron Place may cancel, by written notice to the Hirer, a confirmed Application at any time if Perron Place is unable to perform its obligations under these Terms due to a Force Majeure event.

11.2 Accrued Rights

Termination under this clause 11 is without prejudice to any rights which have accrued to a Party before the date of termination.

12. Dispute Resolution

- (a) If a Dispute arises between the Parties then either Party may give the other Party a Dispute Notice and the Parties are required to discuss the Dispute in good faith and explore the resolution of this Dispute.
- (b) If for any reason the Parties have not resolved the Dispute within five (5) Business Days after the Dispute Notice will be dealt with as set out in this clause.
- (c) Following service of a Dispute Notice and failure to agree the resolution of the Dispute within five (5) Business Days after the Dispute Notice was given, representatives of each Party, appointed for that purpose, must meet to attempt to resolve the Dispute.
- (d) If the Dispute cannot be resolved at the meeting held in clause 12(c) in a manner that is satisfactory to both Parties, the parties may refer the dispute to litigation.
- (e) Compliance with clause 12(c) will be a condition precedent to a Party's entitlement to commence legal proceedings in relation to any dispute arising out of or in connection with these Terms.

13. Notices

13.1 Delivery

- (a) Subject to a written document which expressly states that the Parties may communicate in a different way, the Parties must communicate in writing by email.

- (b) A Party must send a notice to the other Party's email address as stated in the Confirmation Email.
- (c) A Party may vary its email address by sending a written notice to the other Party.
- (d) The Hirer is responsible for ensuring the secure, cyber-secure and confidential receipt and storage of any information Perron Place sends the Hirer.
- (e) The Hirer is responsible for managing its own internal communications so that the correct people receive the correct information.
- (f) The Hirer authorises Perron Place to reply on any electronic communication which purports to be from someone authorised to instruct Perron Place, without investigating its authenticity. This includes any instruction to deduct or refund fees.
- (g) Except to the extent that Perron Place is found to have acted fraudulently, Perron Place does not accept any liability for the Hirers loss it may suffer as a result of any matter referred to in subclauses 13.1(d), (e) or (f), and the Hirer releases Perron Place from all related claims.

13.2 Effect and delivery

- (a) A notice takes effect at the time stated in the notice.
- (b) If no time is stated then a notice sent by post is deemed to be received:
 - (i) three days after posting if within Australia; and
 - (ii) seven days after posting if posted to or from a place outside Australia.
- (c) If no time is stated, a notice sent by email is deemed to be received:
 - (i) at 5.00pm on the Business Day that the notice is sent; or
 - (ii) if sent after 5.00pm, then on the next Business Day.

14. General

14.1 Governing law and jurisdiction

The law of Western Australia governs these Terms.

14.2 Severance

- (a) If a provision of these Terms is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of these Terms.
- (b) The remaining provisions of these Terms remain in full force and effect.

14.3 No waiver

- (a) A Party granting a waiver of a right under these Terms must give written notice of that waiver, to the Party, which benefits from the waiver.
- (b) A Party's failure, partial failure or delay in exercising a right relating to these Terms is not a waiver of that right.
- (c) A Party may not claim that another Party's delay or failure to exercise a right relating to these Terms.
 - (i) constitutes a waiver of that right; or
 - (ii) is a defence to its own action or inaction.
- (d) The Parties may not waive or vary this clause.

14.4 No Merger and survival

- (a) A Party's rights and obligations under these Terms do not merge at Termination.
- (b) To the extent that a Party has not satisfied an obligation, or it is a continuing obligation, that obligation survives Termination.

14.5 Entire agreement

These Terms constitutes the entire agreement between the Parties and supersedes all prior discussions, undertakings and documents.

14.6 Relationship

Except where these Terms expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

14.7 No assignment

The Hirer must not assign, dispose of, or otherwise deal with its rights and interests under these Terms.

14.8 Special Conditions

Any Special Conditions are to be incorporated in and read as a part of these Terms and, to the extent that there is any inconsistency between the terms of these Terms and the Special Conditions, the Special Conditions will prevail.

15. Definitions and interpretation

15.1 Definitions

Ad hoc Hirer means any person who is not a Regular Hirer.

Application has the meaning given to that term in clause 3.2(a).

Approved Insurer means an insurance company authorised to carry on business under the *Insurance Act 1973* (Cth) and, with respect to insurance to be taken out by the Hirer, an insurer who is reputable and reasonably acceptable to Perron Place.

Authority means any government, statutory, public or other authority or body having jurisdiction over the Premises or any matter or thing relating to it.

Booking Agent means [SpacetoCo](#) or such other agent as used by Perron Place.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are generally open for business in the State.

Cancellation Date has the meaning given to that term in clause 3.6(a).

Claims includes claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination but does not include any indirect or consequential costs, charges, expenses or losses.

Cleaning / Restoration Fee means the higher of:

- (a) \$50; or
- (b) the amount incurred by Perron Place to clean / restore the Premises.

Confirmation Email means the email from Perron Place addressed to the Hirer confirming hire of the Room.

Dispute means any dispute under these Terms.

Dispute Notice means a notice identifying the particulars of the Dispute.

Equipment means the equipment that is located within the Premises and is not Hirer Equipment or Permitted Person Equipment.

Force Majeure means an event or circumstance beyond the reasonable control of either Party, including flooding, either natural or man-made; cyclone, earthquake or fire; act of God; acts of vandalism or sabotage; pandemic or epidemic; or war or terrorist act or other emergency.

Hire Period means the period of time specified in the Confirmation Email, as being the date and time that the Hirer has use of the Room.

Hire Fee means the fee payable under clause 4.1 as confirmed in the Confirmation Email. For the avoidance of doubt, the Hire Fee will be the Hire Fee for the Room at the time the Application is submitted to the Booking Agent.

Hirer means, a Regular Hirer or an Ad hoc Hirer, the person named and described in the Confirmation Email as such.

Hirer Equipment has the meaning given to that term in clause 7.4(a).

Hirer's Obligations means the several obligations contained or implied in these Terms and on the part of the Hirer to be observed or performed.

Insolvency Event means the happening of any of these events:

- (a) in the case of an incorporated body (except to reconstruct or amalgamate while solvent):
 - (i) an application is made to a court for: an order or an order is made that the incorporated body be wound up; an order is made appointing a liquidator or provisional liquidator to the incorporated body; or
 - (ii) a liquidator, provisional liquidator administrator, manager or manager and receiver is appointed (in any other manner) to the incorporated body; or
 - (iii) the incorporated body enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them, or takes steps to obtain protection or is granted protection from its creditors under any applicable legislation; or
 - (iv) the incorporated body resolves to wind itself up, or otherwise dissolves itself, or gives notice of its intention to do so; or
 - (v) the incorporated body is or states that it is unable to pay its debts when they fall due; or
 - (vi) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), it is taken to have failed to comply with a statutory demand; or
 - (vii) it is or makes a statement from which it may be reasonable deducted by a reasonable person that it is, the subject of an event described in section 459(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
 - (viii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction; and
- (b) in the case of an individual:
 - (i) the individual proposes or enters into a deed of arrangement, composition with or deed of assignment or an assignment for the benefit of all or any of the individual's creditors or any class of creditors; or
 - (ii) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act 1966* (Cth); or

- (iii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Insurance Premiums means the premiums for all insurance effected by Perron Place that Perron Place reasonably requires including brokers' and consultants' fees.

Insured Amount means the amount specified as the policy limit in the relevant policy, which policy limit is to be agreed between the Regular Hirer and Perron Place taking into account the purpose for which the Premises are hired by the Regular Hirer and the Regular Hirer's ability to take out insurance in that amount.

Invoice Date means the date stated on the Perron Place tax invoice issued to a Regular Hirer.

Late Payment Fee means the amount of \$50.

Law means any statute, rule, regulation, proclamation, ordinance or by-law present or future of Western Australia and, where applicable, the Commonwealth, and any amendment or re-enactment of them for the time being in force.

Lost Key Fee means the fee of \$150 per lost key or such other amount that is published on the Website at the time submitting the Application.

Lost Swipe Card Fee means the fee of \$50 per lost swipe key or such other amount that is published on the Website at the time submitting the Application.

month means calendar month.

Operating Hours means Monday to Friday, 8.30 am to 4.30 pm (AWST) excluding a day that is a Public Holiday, but as amended and published [here](#) from time to time.

Party means Perron Place or the Hirer according to the context and **Parties** means them collectively.

Permitted Person means any agent, employee, contractor, member or officer of the Hirer and includes any invitee or customer of any Permitted Person or the Hirer.

Permitted Person Property means any tools, equipment, goods, personal items or other property owned, possessed or in the control of a Permitted Person.

Permitted Use means the use specified in the Confirmation Email.

Perron Place means Everability Group Limited (ACN 604 293 209).

Premises means 61 Kitchener Avenue, Victoria Park WA more accurately described as Lot 501 on Deposited Plan 51370 being all of the land in Certificate of Title Volume 2688 Folio 994.

Regular Hirer means a person with a "Verified User" account issued by the Booking Agent and who regularly hires a Room from Perron Place.

Room means that room in the Premises named and described in the Confirmation Email.

Security Bond means the amount as notified in an email from Perron Place to the Regular Hirer.

Smoke Free Area means the Premises, including any and all outdoor areas, and an area of 5 metres around the Premises.

Special Conditions means any special conditions specified as such in the Confirmation Email.

State means the State of Western Australia.

Termination means the expiry of the Hire Period or termination in accordance with these Terms.

Terms means this document (including any Schedules or Annexures) as amended.

Utilities means all utilities and services supplied to or in the Premises or Room (as applicable) including gas, water, drainage, waste collection, electricity and telecommunications (if any).

Website means the Perron Place website (as updated from time to time) accessible here.

15.2 Interpretation

In these Terms, unless inconsistent with the context:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes any gender;
- (d) headings are for convenience only and do not affect interpretation;
- (e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to these Terms;
- (f) the word “includes” is not a word of limitation and does not restrict the interpretation of a word or phrase in these Terms;
- (g) a reference to person includes a reference to:
 - (h) an individual, a body corporate, a trust, a partnership, a joint venture an, unincorporated body, governmental or agency, or other entity whether or not it is a separate legal entity;
 - (i) that person’s personal representatives, successors and permitted assigns and transferees and a person, who novates these Terms;
- (j) a reference to time is to Perth, Western Australia time;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (l) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of these Terms or any part of it;
- (m) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (n) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (o) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally.