

The Avenue Co-Space is a vibrant community hub for local residents to connect, collaborate and enjoy a variety of activities and events in a welcoming environment, located at 'The Avenue Sales Centre', 13 Manhattan Concourse, Hilbert (**Facility**). Street parking is located around the Facility.

If you would like to book the Facility for an activity or an event, please complete this Booking Form and return it (including the Annexure A) by email to The Avenue Estate Marketing Team at theavenueestate@peet.com.au.

Please note the following:

- The Facility operates as a sales centre during the following days, and it will not be possible to facilitate a booking during these hours:
 - Monday – Wednesday: 1pm – 5pm
 - Saturday – Sunday: 1pm – 5pm
- Completing this Booking Form does not guarantee a booking or access to the Facility. It is an offer by you to Peet to use the Facility on the terms of:
 - The completed Booking Form; and
 - The terms and conditions in Annexure A, (together **Terms of Use**).

Peet will act reasonably in considering your offer. You will only be able to use the Facility, on the Terms of Use, if acceptance of your offer by Peet is communicated to you. Peet may do this sending you an email, confirming acceptance, or verbally. Upon communication by Peet of acceptance of your offer, there will exist a binding agreement between you and Peet for the use of the Facility on the Terms of Use.

- Even after an agreement has been formed, Peet may, at any time, cancel, vary or otherwise limit any booking and/or deny/refuse access to and/or use of the Facility. Peet will always act reasonably in doing this.
- Peet may, at any time, close the Facility and/or stop taking bookings.
- In this form, **Peet** means Peet Oakford Land Syndicate Limited (ACN 073 466 118).

USER DETAILS:

Name of User (include ACN/ABN, if applicable)

(User, you)

Contact person for User
(include full name and position (if applicable))

Address of User

Phone number of User

Email address of User

Is the User a registered business?	Yes	No
Is the User an incorporated body?	Yes	No
Is the User a registered charity?	Yes	No
Is the User a not-for-profit organisation? <i>(Required)</i>	Yes	No
Does the User have Public Liability Insurance?	Yes	No

BOOKING INFORMATION:

Proposed Event Date (Event Date)

Proposed Event Time (Event Time)
(include set up and pack down time)

Proposed Event, including a description
of what will take place

(Event)

What areas of the Facility do you propose
to use for the proposed Event?

Inside area
Grassed area behind the Facility
Toilet access

Number of people expected to attend
the proposed Event

Please select any additional items you would
like to add to your requested booking
for the proposed Event

Trestle tables
Chairs

If you would like to make this a regular booking
for the proposed Event, please specify
the dates and times

PEET CONTACT DETAILS:

Peet Head Office: 9420 1111
The Avenue Estate Marketing Team: 0434 769 106

SIGNED BY YOU:

I acknowledge and agree that I have read, understood, accept and agree to the Terms of Use.
If the User is an association or a corporation, I have the authority to bind the User to the Terms of Use.
Yes

Signature

Name

Date

ANNEXURE A - TERMS AND CONDITIONS

1. Definitions

In this document:

- (a) **Authorisation** includes any consent, certificate, licence, approval, permit, authority or exemption issued by any Authority;
- (b) **Authority** includes any governmental, semi-governmental, statutory, local or public authority exercising under any law, any control or jurisdiction over and/or power in connection with, the Facility, the owner and/or occupier of the Facility and/or the Event;
- (c) **Booking** means your booking for access to and use of the Facility for the hosting and running of the Event on the Event Date during the Event Time in accordance with the terms and conditions of this document;
- (d) **Booking Form** means the 'Booking Form - The Avenue Co-Space' for the Booking;
- (e) **Estate** means 'The Avenue Estate', being the estate in which the Facility is located;
- (f) **Event** means the event described in the Booking Form;
- (g) **Event Date** means the event date described in the Booking Form;
- (h) **Event Time** means the event time described in the Booking Form;
- (i) **Facility** means 'The Avenue Sales Centre', 13 Manhattan Concourse, Hilbert;
- (j) **Guests** means all of your guests, members, invitees, employees, agents, contractors, service suppliers and other visitors at the Facility and any other person who is at the Facility with your approval, authorisation or consent;
- (k) **Loss** includes any losses, liabilities, damages, costs, charges or expenses (including lawyers' fees and expenses on a full indemnity basis) and fines and penalties (however arising);
- (l) **Person** includes a natural person, a firm, a body corporate, an unincorporated association or other entity;
- (m) **we, us, our** are references to Peet Oakford Land Syndicate Limited (ACN 073 466 118);
- (n) **you, your** are references to the "User" described in the Booking Form.

2. Booking, access to and use of the Facility

- (a) Subject to:
 - (i) us notifying you, in writing, that the Booking is confirmed;
 - (ii) you signing and returning the Booking Form to us and otherwise complying with our requirements; and
 - (iii) the terms and conditions of this document;
 you are permitted to access and use the Facility on the Event Date, during the Event Time, for the purposes of hosting and running the Event, on the terms and conditions set out in this document.
- (b) You acknowledge and agree that:
 - (i) your access to and use of the Facility is non-exclusive;
 - (ii) you have no right, title or interest in the Facility or the land the subject of the Facility;

- (iii) the Facility may be used by various other users at different times for different events;
- (iv) the Facility may not be supervised or monitored by us between different events, and accordingly, we do not have control over the access to and the condition of the Facility at all times;
- (v) we make no representation or warranty as to the state or condition of the Facility, whether the Facility is fit for any particular purpose, including the Event or whether the key for the Facility will be available prior to the Event;
- (vi) the Booking, access to and/or use of the Facility is not guaranteed;
- (vii) we may, at any time:
 - (A) cancel, vary or otherwise limit the Booking; and/or
 - (B) deny/refuse access to and/or use of the Facility, even if the Booking is confirmed by us. We will, however, always act reasonably in taking any action of this nature;
- (viii) we may, at any time, close the Facility and/or stop taking bookings; and
- (ix) we otherwise make no representation or warranty in connection with the Booking, access to and/or use of the Facility.
- (c) You:
 - (i) release us from all claims, actions, demands and Losses in connection with any matter referred to in clause 2(b); and
 - (ii) have no right to, and must not, make any claim or demand, or take any action, in connection with any matter referred to in clause 2(b).
- (d) You represent and warrant to us that:
 - (i) all of the details in the Booking Form are true and accurate in all respects; and
 - (ii) if you are a body corporate or association, you are solvent as at the date of this document and will be solvent for the duration of the Event, including on the Event Date and during the Event Time.

3. General terms of access and use

- (a) You must only use the Facility on the Event Date, during the Event Time, for the purposes of hosting and running the Event.
- (b) If the use to which you put the Facility (including for the Event) requires any Authorisation under any law, you must obtain and comply with that Authorisation, ensure that Authorisation is kept in full force and effect and provide a copy of that Authorisation to us.
- (c) You must comply with all laws and the requirements of any Authority in its access to and use of the Facility and in the hosting and running of the Event.
- (d) You must not use the Facility for any activity which is offensive, illegal or immoral or which is or may become a nuisance to anyone or do any activity which may cause harm to anyone or anything.

- (e) You must not do anything to cause or contribute to any injury to any person at or near the Facility.
- (f) You must not do anything to cause or contribute to any damage to the Facility, the property at the Facility or any property near the Facility.
- (g) You must not remove anything from or make any alteration or addition to the Facility.
- (h) You must repair and make good any damage caused or contributed to by you or the Guests to the Facility, any property at the Facility or any property near the Facility, to our satisfaction.
- (i) You must allow and permit entry and access to the Facility by us and by our employees, contractors, agents, consultants, invitees and other authorised representatives at all reasonable times and for any purpose.
- (j) You must not interfere with or obstruct the operation of or access to the services at or near the Facility and must not use any facilities at or near the Facility for any improper purpose.
- (k) You must not sell or consume, or allow the sale or consumption, of alcohol at or near the Facility.
- (l) You must comply with our reasonable directions in relation to the Booking, the Event, access to the Facility, use of the Facility and the matters contemplated by this document.
- (m) You must ensure that the Guests comply with each of your covenants and obligations in this clause 3 as if the Guest were you.
- (n) You must immediately notify us of any breach of this clause 3 and comply with our reasonable requirements in connection with that breach, including with respect to damage to the Facility, the property at the Facility or any property near the Facility.

4. Make good

- (a) You must keep the Facility in a clean and tidy condition for the duration of the Event, including on the Event Date, during the Event Time.
- (b) You must, prior to the expiry of the Event Time, reinstate the Facility to a clean and tidy condition, remove all of your property, any the property of any Guests and otherwise leave the Facility in the same condition as at the commencement of your access to and use of the Facility for the Event.

5. Insurance

- (a) Unless you are a natural person, you must, at your cost, effect and keep in force at all times for the duration of the Event, including on the Event Date and during at the Event Time, the following policies of insurance with an insurer authorised to carry on insurance business under the *Insurance Act 1973* (Cth):
 - (i) a public liability policy for an amount of indemnity of not less than \$20,000,000 for a single claim, including damage to property or injury or death to any person at the Facility or any adjoining or nearby property; and
 - (ii) any other insurance required under any relevant law or which is reasonably required by us, on terms and conditions reasonably acceptable to us.

- (b) You must provide a certificate of currency for any insurance required under clause 5(a) at the time of returning the Booking Form to us.
- (c) You acknowledges and agrees that we may cancel the Booking and/or deny/refuse access to and/or use of the facility if you do not comply with clauses 5(a) and 5(b).

6. Safety

- (a) You agree that you are solely responsible for:
 - (i) the security of the Facility for the duration of the Event, including on the Event Date and during the Event Time; and
 - (ii) the health, safety and supervision of you and the Guests.
- (b) You agree that you have sole control of the Facility for the duration of the Event, including on the Event Date and during the Event Time, and that you must ensure that you and the Guests are not exposed to any risk or injury as a result of the access to or use of the Facility. You must not create any danger or risk to anybody else.
- (c) You are responsible for the security of all your personal belongings and the personal belongings of the Guests.

7. Keys and access

- (a) The key for the Facility is located in a lockbox attached to the pillar directly in front of the main sliding door entry at the Facility (**Lock Box**). You must contact us prior to the Event to obtain the access code for the Lockbox.
- (b) You must return the key to the Lockbox to us immediately after the Event (and in any event prior to the expiry of the Event Time on the Event Date). You must reimburse us on demand for Losses suffered or incurred by us in replacing the key to and/or the locks on the doors to the Facility and if you fail to comply with this clause 7(b).
- (c) If you have selected, on the Booking Form, the use of additional items (ie trestle tables and/or chairs), these items are located in a separate store room.

8. Confidentiality

You must keep the terms of this document and all communications with us in connection with this document (including the access code to the Lockbox) confidential and must not disclose or make them available to any person (except to the extent you are required to do so by law).

9. General

- (a) This document, the Booking and your access to and use of the Facility is personal to you and cannot not be assigned, transferred or novated to any other person. You agree that any attempt to do so is void.
- (b) This document is governed by the laws of Western Australia.