



DAVID WILLS AUDITORIUM

Heidelberg Campus

CONTENTS

Catering Packages	3
Morning Tea / Afternoon Tea	4
Finger Food	5
Room Capacities	6
Room Hire	8
Parking / Security / Supervisor Fees	9





CATERING PACKAGES | Buffet

Half Day Package

Arrival

- Biscuits / cookies
- Continuous coffee / tea (up to 4 hrs)

Morning / Afternoon Tea

- 2 Morning Tea items
- Fresh fruit platter
- Selection of fruit juices

\$25.00pp

All Day Package 1

Arrival

- Biscuits / cookies
- Continuous coffee / tea (all day)

Morning Tea

- 2 Morning Tea items
- Fresh Fruit
- Selection of fruit juice

Lunch

- Assortment of sandwiches, wraps or baguettes (3 fillings)
- Fresh Fruit
- Selection of fruit juices

Afternoon Tea

- Biscuits / cookies

\$55.00pp

All Day Package 2

Arrival

- Biscuits / cookies
- Continuous coffee / tea (all day)

Morning Tea

- 2 Morning Tea items
- Fresh Fruit
- Selection of fruit juice

Lunch

- Assortment of sandwiches, wraps or baguettes (2 fillings)
- 2 Basic finger food items
- Fresh Fruit
- Selection of fruit juices

Afternoon Tea

- Biscuits / cookies

\$60.00pp

Please Note: Not all menu items are suitable for all group sizes and may need to be substituted for something similar. Prices listed are for catering only. Venue hire and associated fees are charged in addition.



MORNING TEA / AFTERNOON TEA

Morning Tea / Afternoon Tea Options

- Fresh seasonal fruit platter
- Mini croissants
(ham and cheese / tomato, ham and cheese)
- Warm pastries and Danishes
- Sweet slices
- Rum balls (chocolate and coconut)
- Mini muffins (assorted flavors)
- Vegetarian Frittata
- Scones with jam + cream**
- Fruit skewers
- Berry bliss balls
- Fruit salad
- Chocolate brownie
- Bircher muesli and yoghurt cups
- Assorted biscuits and Cookies
- Savory muffins
- Mini quiches
- Banana bread
- Lamingtons
- Lemon cheesecake cups**
- Zucchini Slice
- Mini tarts
- Pesto and cheese scrolls
- Strawberries dipped in milk chocolate
- Lemon Slice

\$3.50
Per Serve

Dip Platter

Assorted dip platter with fresh vegetables and crisp bread

* Minimum of 10 people

\$5.00
Per Serve

Cheese Platter

Selection of cheeses, crackers, dried fruit and nuts

* Minimum of 10 people

\$15.00
Per Serve

Please Note: Not all menu items are suitable for all group sizes and may need to be substituted for something similar.

Most of our catering options can be prepared as individual serves. Prices may vary

** Extra \$3 per serve

FINGER FOOD

Basic Finger Food Options

- Assorted mini pies
- Mini sausage rolls
- Mini pizzas (V)
- Meatballs with tomato chutney
- Moroccan lamb kofta with mint sauce
- Spinach and ricotta pinwheels (V)
- Caramelized onion and goats cheese tart (V)
- Mini dim sims with soy sauce
- Assorted mini quiches (V)
- Arancini (V)
- Vegetable frittata (V)
- Mini vegetarian pasties (V)
- Traditional tomato bruschetta (V)
- Finger sandwiches (V)
- Spinach and ricotta triangles (V)
- Chicken skewers (lemon and thyme, satay or tandori)
- Calamari rings with tartare sauce
- Tempura vegetables (V)
- Mini samosa with chutney (V)
- Salt and pepper calamari with herb dipping sauce
- Mini quiches (V)
- French fries

\$3.50
per serve

Gourmet Finger Food Options

- Salmon fingers wrapped in prosciutto
- Roast beetroot, goats cheese and walnut tart (V)
- Prawn twists with sweet sauce
- Smoked salmon with cream fraiche and dill on cucumber
- Chicken drumettes
- Rice paper rolls with hoisin dipping sauce (V)
- Gourmet Shepherd's Pies
- Fish goujons with caper mayonnaise
- Salmon blinis
- Quesada with salsa (V)
- Assorted sushi with soy sauce and wasabi (V)
- Spanish chicken shashlik
- Pork buns
- Mini pork banh mi roll
- Chilli prawns with tomato and avocado salsa
- Sliders (Beef, pulled pork, chicken schnitzel or mushroom) (V)**
- Assorted wraps / baguettes / bagels

\$4.00
per serve

(V) Vegetarian dish or can be modified to become vegetarian

5 | ** Extra \$1 per serve

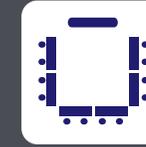




Theatre



Boardroom



U-shape



Cabaret Style

ROOM CAPACITIES / EQUIPMENT

HEIDELBERG

Data projector, screen and built in audio

David Wills Auditorium

Sq.M

Ht.M

Theatre

Boardroom

U-shape

Cabaret Style

Cocktail

309

3

150

50

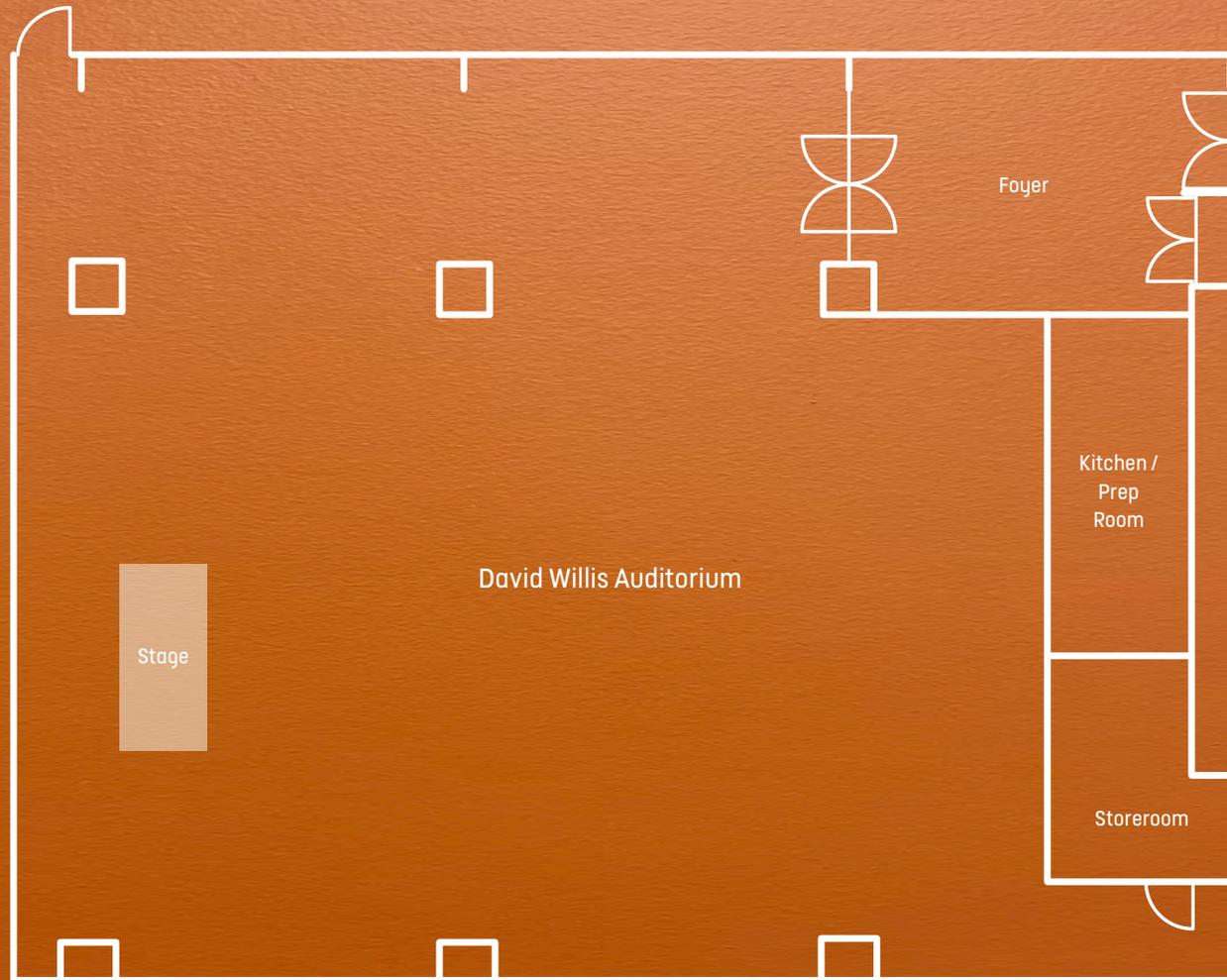
40

80

100



HEIDELBERG — DAVID WILLIS AUDITORIUM



*Not to scale

ROOM HIRE

	½ Day Up to 4 hours	Full Day Up to 8 hours
HEIDELBERG		
David Wills Auditorium	\$600	\$950

Penalty Rates

Evenings

- All bookings after 6pm are charged at the full day rate.
- An event supervisor and security are required for evening functions at an additional cost.

Weekends and Public Holidays

- Half day bookings are charged at the full day rate.
- An event supervisor and security are required at an additional cost.
- Saturday bookings incur a 15% surcharge. Sunday and public holidays incur a 30% surcharge.



David Wills Auditorium (HB208) | Building B HEIDELBERG

PARKING / SECURITY / SUPERVISOR FEES

Car Parking Attendant / Security

**Cost per hour -
minimum of 4 hours**

(Monday – Friday) 6am – 6pm	\$55.00
-----------------------------	---------

(Monday – Friday) 6pm – 6am	\$65.00
-----------------------------	---------

Saturday	\$75.00
----------	---------

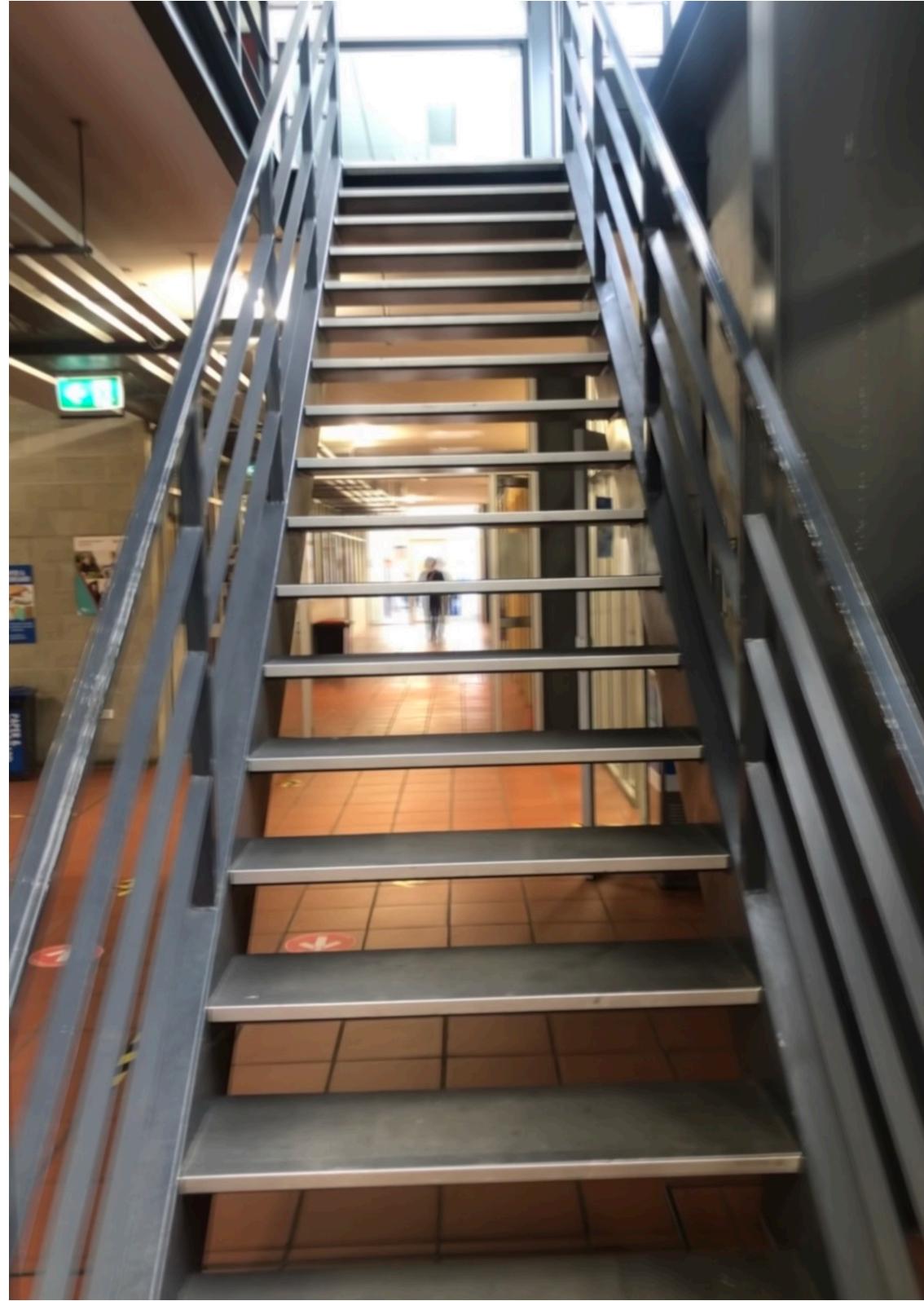
Sunday / Public Holidays	\$120.00
--------------------------	----------

Event Supervisor

**Cost per hour -
minimum of 4 hours**

Monday - Friday (6pm - 6am)	\$45.00
-----------------------------	---------

Weekends / Public Holidays	\$55.00
----------------------------	---------





TERMS & CONDITIONS OF HIRE

1. Term

The Agreement commences on the date the Client submits an application under clause 3.1 and continues until the Client's completion of its obligations under the Agreement to MP's reasonable satisfaction, unless terminated earlier under its terms.

2. Centre hire

2.1 The Client hires, and MP grants the Client a licence to use, the Centre for the Occasion for the Hire Period.

2.2 The Client may exercise the following rights during the Hire Period: the right to use the Centre for the Hire Period for the Occasion; and the right of the Client, its Personnel and invitees to enter and leave the Centre.

2.3 Unless agreed otherwise in writing, the Client must supply all equipment and other items or materials necessary for its use of the Centre.

3. Applications for Centre hire

3.1 The Client must submit to MP an application to apply to hire the Centre, in the format and containing the information required by MP. Upon submission of an application that meets all of MP's requirements, the Client will have made a Tentative Booking.

3.2 MP will provide the Client the Tentative Booking details in writing.

3.3 Tentative Bookings will be held by MP for no more than 10 Business Days from the date of the Client's original booking enquiry (Tentative Booking Period).

3.4 For the Client's Tentative Booking to become a confirmed booking, the Client must:

3.4.1 sign and return the Agreement where indicated; and

3.4.2 pay a deposit of 25% of the Fee (Deposit) in cleared and settled funds in the manner and to the account required by MP, within the Tentative Booking Period.

3.5 If the Client does not meet the requirements of clause 3.4 within the Tentative Booking Period, the Tentative Booking will automatically expire, MP will have no further obligations to the Client and MP may accept other tentative bookings or confirmed bookings for the Centre.

4. Payment

4.1 The Client must pay:

4.1.1 the Fee (less the Deposit, if and to the extent already paid); and

4.1.2 any other amount payable under the Agreement, to MP five Business Days prior to the Hire Date or as otherwise agreed in writing by MP.

4.2 The Client acknowledges and agrees that:

4.2.1 the Deposit is non-refundable; and

4.2.2 during the Hire Period, a 15% surcharge applies to all Saturdays and a 30% surcharge applies to all Sunday or any public holidays.

4.3 Where any additional amounts or surcharges payable under the Agreement have not been included in an invoice, the Client agrees that MP may seek payment of any additional amounts by issuing subsequent invoices. The Client must pay any additional invoices amounts on the later of:

4.3.1 five Business Days prior to the Hire Date; and

4.3.2 seven Business Days from the date of any later invoice.

5. Use of Centre

5.1 The Client must (and must ensure its Personnel and invitees must):

5.1.1 only use the Centre and not any other MP premises;

5.1.2 not occupy the Centre for any longer than the Hire Period;

5.1.3 ensure that the Hire Period includes any time required for bump-in or bump-out;

5.1.4 comply with all MP requirements in connection with the Centre;

5.1.5 ensure good order is maintained in the Centre and any other part of MP property affected by the Client's use of the Centre; and

5.1.6 comply with all directions given by MP in relation to using, preparing to use, or ceasing use of, the Centre.

5.2 The Client must not (and must not allow its Personnel or any invitees to):

5.2.1 do or omit to do anything which may damage, bring into disrepute or ridicule MP's name, business, messages or reputation (Business);

5.2.2 attract public or media attention which may be prejudicial or otherwise detrimental to MP's Business;

5.2.3 permit the number of people in the Centre at any one time to exceed the Capacity;

5.2.4 supply or allow any person to bring or supply into the Centre any food or beverage of any kind;

5.2.5 do anything in connection with the Centre which may cause a nuisance or interfere with any other person or equipment in the Centre or on MP property;

5.2.6 damage the Centre or MP property or equipment; and

5.2.7 interfere with, misuse or overload any Network Services and must comply with any MP requirements with respect to such Network Services.

5.3 The Client must not (and must not allow its Personnel or any invitees to) without MP's prior written consent:

5.3.1 allow any animals (other than an assistance animal) into the Centre or onto MP property;

5.3.2 bring or allow any person to bring on or near any MP property any explosive or inflammable liquids or other substances;

5.3.3 permit any advertisement to be placed on or near the Centre or any MP property;

5.3.4 deface or allow to be defaced any part of the Centre or MP property or any area near MP property, including the fixing of any paper or other objects to any part of the Centre or MP property;

5.3.5 decorate or placard any part of the Centre or on or near MP property;

5.3.6 alter or remove any part of the seating in the Centre; or

5.3.7 suspend or permit any object to be suspended from any ceiling or wall of the Centre or any MP property.

6. Function Details

6.1 The Client must confirm all Function Details in writing to MP no later than a full 10 days prior to the Hire Date.

6.2 Where MP has not received the Function Details within the timeframes in clause 6.1, MP or its Personnel may determine the Function Details in their absolute discretion.

6.3 MP and its Personnel have the right to make reasonable adjustments to the Function Details (including menu selection).

7. Access, safety and equipment

7.1 When using the Centre, the Client must:

7.1.1 comply with all laws in connection with the Centre and the Client's use of the Centre, including complying with any occupational health and safety requirements;

7.1.2 obtain any necessary licences, registrations, approvals, permits and authorisations which may be necessary with respect to the Client's use of the Centre;

7.1.3 protect and maintain the security of MP's Network Services, premises and facilities and comply with all MP policies and procedures (including MP's internet usage, occupational health and safety, fire safety and emergency procedures);

7.1.4 ensure that every exit, passage, and immediate approaches to and from any exit are kept free of any obstructions; and

7.1.5 ensure that persons using the Centre for the Occasion do not smoke within 5 meters of any MP building entrances in accordance with MP's Alcohol, Drugs and Smoking policy (as may be updated from time to time)

8. COVID-19

8.1 The Client acknowledges and agrees that the Capacity and any other health related requirements (including as may be set out in the Quote) must be strictly followed by the Client, its Personnel and invitees, according to:

8.1.1 MP's interpretation of any directions, prohibitions, restrictions or similar of the Victorian State or Federal Governments (Regulatory Measures); and

8.1.2 MP's COVID-19 related plans and policies (as updated from time to time).

8.2 As the Regulatory Measures are subject to change with short notice, MP will notify the Client of any changes to the applicable capacity or other limitations or requirements in respect of the Centre's hire as soon as practicable.

8.3 Any change to any Regulatory Measures will not impact the Fees or amounts payable under the Agreement.

9. Liability

9.1 The Client:

9.1.1 hires and uses the Centre at the Client's own risk (and at the risk of its Personnel, invitees and any other person for whom the Client is responsible);

9.1.2 releases MP and its Personnel (together, the Indemnified) from all Loss (including Loss incurred or sustained in connection with a third party Claim) in connection with the Client's use (and the use by its Personnel or any other person for whom the Client is responsible) of the Centre, including for any theft, damage to property or for any personal injury or death sustained by any person occurring in or around the Centre or MP property; and

9.1.3 indemnifies the Indemnified against all Loss (including Loss incurred or sustained in connection with a third party Claim) incurred or sustained by the Indemnified in connection with the Client's (and its Personnel, invitees and any other person for whom the Client is responsible) hire and use of the Centre, including for any damage caused to the Centre, an Indemnified's property, fittings, equipment or furniture or for any loss, injury or death to any person in or around the Centre or MP property.

9.2 The indemnity in clause 9.1.3 is a continuing obligation separate and independent from the other obligations of the Client and does not limit any other right of an Indemnified or require an Indemnified to incur a cost or expense or make any payment before enforcing the right of indemnity.

9.3 The obligation under clause 9.1.3 will be reduced proportionally to the extent that a negligent act or omission of MP or its Personnel caused the Loss.

9.4 Notwithstanding any other provision of the Agreement, in no circumstances will either party be liable to the other party for any Consequential Loss.

9.5 The Client enters into the Agreement both in its own capacity and also, in respect of clauses 9.1 to 9.4 only, as agent for each of its Personnel, its invitees and any persons for whom the Client is responsible).

10. No warranty

The Client acknowledges and agrees that MP makes no warranty or representation to the Client about the suitability of the Centre.

11. Insurance

11.1 The Client is responsible for and must maintain public liability insurance to the minimum value of \$10 million.

11.2 The Client must provide MP with certificates of currency evidencing its compliance with this clause 11 prior to the Hire Period.

12. Cancellation and termination

12.1 Cancellation of a booking must be advised by either party to the other as soon as possible in writing and prior to the Hire Date.

12.2 The Client agrees that, if the Agreement is cancelled by the Client under clause 12.1: with more than 30 full days from the Hire Date, the Deposit will be forfeited and retained by MP;

12.2.1 The Client agrees that, if the Agreement is cancelled by the Client under clause 12.1: with more than 30 full days from the Hire Date, the Deposit will be forfeited and retained by MP;

12.2.2 within 30 and more than 14 full days from the Hire Date:

(a) the Deposit will be forfeited and retained by MP;

(b) the Client must pay on demand an amount equal to 10% of the total Fee; and

(c) the Client acknowledges that MP may waive part of the payment due under clause 12.2.2(c) if the Centre is rebooked by the Client;

12.2.3 within 14 and more than 7 full days from the Hire Date:

(a) the Deposit will be forfeited and retained by MP; and

(b) the Client must pay 50% of the total Fee; and

12.2.4 within 7 days prior to the Hire Date, the Client must pay the total Fee.

12.3 Following cancellation under clause 12.1 and to the extent applicable, MP will promptly refund to the Client the Fee previously paid by the Client, less the Deposit and any amount of the Fee paid or payable under clause 12.2.

12.4 If MP terminates the Agreement due to a breach by the Client, the Client must pay the total Fee.

12.5 Any amounts payable by the Client under clause 12 will be a debt due by the Client to MP and will be invoiced by MP to the Client for payment in the timeframes set out in clause 4.3.

13. Survival

13.1 Clauses 4, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19 and 20 survive termination of the Agreement.

14. Client obligations at end of Hire Period

14.1 At the end of the Hire Period, the Client must:

14.1.1 have vacated, and caused its Personnel and invitees to vacate, the

14.1.2 return the Centre to MP in the same condition it was in prior to the Hire Date, including cleaning the Centre and removing all rubbish and anything belonging to the Client, its Personnel and invitees;

14.1.3 immediately after the Concluding Time return any keys and security passes to MP; and

14.1.4 notify MP of any injuries or damages.

14.2 If MP considers:

14.2.1 that clause 14.1 has not been complied with; or

14.2.2 the Centre or MP property has been damaged in any way by the Client (or its and any Personnel, invitees or persons for whom the Client is responsible), MP may charge the Client a cleaning, replacement or repair of damage fee (as the context requires) in addition to the Fee.

14.3 The Client is not permitted to have access to the Centre at any time following the Concluding Time.

14.4 The Client acknowledges and agrees that MP is not responsible or liable for any personal property, equipment or any other materials, whether physical or digital (Materials) left in the Centre at the end of the Hire Period, including if those Materials are discarded by MP after the Concluding Time.

15. Right of entry and supervision

15.1 MP and its authorised representatives may enter and remain in the Centre at any time during the Hire Period.

15.2 MP retains control of and access to the Centre at all times.

15.3 If any part of the Hire Period is outside standard business hours during a weekday or on the weekend, MP security may be present at all relevant times.

16. Publicity

The Client must not without MP's prior written consent use MP's name or logo or any part thereof in any advertising or promotional material or make any statement that implies or might imply that MP is in any way connected to the activities undertaken in the Centre during the Hire Period.

17. GST

17.1 Words and expressions used in this clause that are not defined in the Agreement have the meanings given in the GST Law.

17.2 Unless expressly stated otherwise, all consideration payable under the Agreement in relation to any supply is GST inclusive.

17.3 If GST is payable in respect of any supply made under the Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the supply, subject to the recipient receiving a tax invoice in respect of the supply. Payment will be made at the same time and in the same manner as the consideration for the supply is provided.

18. General

18.1 The Agreement comprises the following, which will be read in the following decreasing order of precedence:

18.1.1 any special conditions specified in the Quote (if any);

18.1.2 the Quote (other than the special conditions); and

18.1.3 these clauses 1 to 20.

18.2 The Agreement may be executed in counterparts, all of which taken together constitute one document.

18.3 The Agreement may only be varied by a document executed by the parties.

18.4 The Agreement contains the entire understanding between the parties about the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded and cancelled by the Agreement and have no effect.

18.5 If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

18.6 If the doing of any act, matter or thing under the Agreement is dependent on MP's consent or approval or is within MP's discretion, MP's consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld in MP's absolute discretion unless express provision to the contrary is made.

18.7 The failure of a party at any time to insist on performance of any provision of the Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of the Agreement.

18.8 The Client must not assign, novate or otherwise transfer any of its rights or obligations under the Agreement without MP's prior written consent.

18.9 Without limiting clause 9.5, no party to the Agreement has the power to obligate or bind the other party to the Agreement.

18.10 Nothing in the Agreement is to be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between MP and the Client.

18.11 The rights and remedies conferred on a party by the Agreement are in addition to all other rights and remedies of that party.

18.12 This is an Agreement for the casual hire of the Centre and will not be deemed to provide to the Client any lasting rights of possession or other tenure over the Centre.

18.13 All notices and communications given under the Agreement must be given in writing and directed to the other party to:

18.13.1 for notices to the Client, the details specified in the Quote (or as varied by notice in writing); and

18.13.2 for notices to MP, the details notified by MP in writing to the Client from time to time.

18.14 The parties consent to the signing of the Agreement by electronic means. The parties agree to be legally bound by the Agreement signed in this way.

18.15 The parties consent to the Agreement's exchange via email.

19. Definitions

In the Agreement unless otherwise indicated:

Agreement means the agreement for the hire of the Centre, comprising the documents referred to in clause 18.1.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Capacity means the maximum number of Personnel and invitees that may attend the Centre during the Hire Period at any one time, as specified in the Quote.

Centre means the Conference Centre hired by the Client from MP under the Agreement.

Claim means any claim, allegation, cause of action, proceeding, demand, debt, liability, obligation, cost or expense of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent (whether or not the facts, matters or circumstances giving rise to that claim are known to that person or to any other person at the date of the Agreement) and whether at law, in equity, under statute or otherwise.

Commencement Time means the time on the Hire Date that the Hire Period commences, as set out in the corresponding field of the Quote.

Concluding Time means the time that the Hire Period concludes, as set out in the corresponding field of the Quote.

Consequential Loss includes:

- (a) indirect or special losses or damages of any kind;
- (b) loss of profit, loss of revenue, loss or corruption of data or indirect costs, but excludes:
 - (c) loss of business interruption;
 - (d) replacement or repair costs; and
 - (e) cleaning costs.

Client or Customer means the person hiring the Centre, as set out in the Quote.

Deposit means the deposit payable by the Client under clause 3.4.2.

Fee means the total amount payable for the Client's hire of the Centre under the Agreement, including as set out in the Quote. Fee amounts may be listed in the 'Booking Detail Confirmation' form, as may be provided by MP to the Client.

Function Details means the function details regarding the Hire of the Centre, as may be set out in a Quote and includes menu selection and dietary requirements that may be accommodated by MP by written agreement.

GST Law has the meaning given in the A New System (Goods and Services Tax) Act 1999 (Cth).

Hire Date means the date or dates the Client has agreed to hire the Centre, as set out in the Quote.

Hire Period means the period during which the Client hires the Centre commencing at the Commencement Time on the Hire Date and concluding at the Concluding Time.

Loss means any damage, liability, action, loss, charge, cost or expense.

Melbourne Polytechnic or MP means Melbourne Polytechnic ABN 50 230 165 243.

Network Services means the MP WIFI network.

Occasion means the occasion or activity for which the Centre is hired by the Client, as may be set out in the corresponding field of the Quote or as may otherwise be reasonably inferred by MP.

Personnel of a party means that party's employees, authorised agents, servants, contractors.

Quote means the quote document provided by MP to the Client, titled 'Function Details Report' (or such other document as may be provided by MP to the Client confirming the details of the Client's hire of the Centre).

20. Interpretation

20.1 The Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

20.2 In the Agreement (unless a contrary intention appears):

20.2.1 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars

20.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person;

20.2.3 a reference to the Agreement or other document includes that document as varied or replaced from time to time regardless of any change to the parties;

20.2.4 a reference to law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

20.2.5 a reference to a clause, schedule, annexure or party is a reference to a clause, schedule, annexure or party to the Agreement;

20.2.6 a reference to the singular includes the plural and vice versa;

20.2.7 headings are for convenience only and do not affect the Agreement's interpretation;

20.2.8 writing includes writing in digital form;

20.2.9 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning; and

20.2.10 the word 'includes' in any form is not a word of limitation.

20.3 Subject to clause 20.4, any provision in the Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

20.4 If it is not possible to read down a provision as required by clause 20.3, part or all of the clause that is unlawful or unenforceable will be severed from the Agreement and the remaining provisions continue in force.

Information correct at November 2022 © MELBOURNE POLYTECHNIC



MELBOURNE
POLYTECHNIC



National Provider No. 3075 | CRICOS Provider 007246 | 3915|M|111119 |