The following terms of use apply to all persons who apply to book or book short terms licensed areas (“Hirer”), operated by the Translational Research Institute Pty Ltd (ACN 137 632 565) as trustee for the Translational Research Institute Trust (“TRI”). Use of short term licensed areas, including meeting rooms, seminar rooms and the auditorium (each a “Room” and together the “Rooms”), is in accordance with these terms and the terms of the License Agreement between TRI and the Hirer’s employer.

1. **Allocation of Use**
   1.1. TRI has the right to (acting reasonably) manage and allocate times for use of the Rooms.
   1.2. TRI will exercise this right so as not to allow a person to have an unreasonably regular or lengthy allocation.
   1.3. Unless otherwise permitted by TRI, a Room may not be used during any time that it is allocated for use by a third party.
   1.1. A Hirer may only use a Room and associated areas at the times and for the length of time as agreed by TRI in writing.

2. **License Fee**
   2.1. TRI reserves the right to charge a licence fee for the use of a Room and to specify the required manner of payment but any such fee will be advised when the Hirer is notified that the Room is available and the Hirer has provided such information as requested by TRI.
   2.2. In addition to the license fee for the Room (if any), the Hirer must reimburse TRI for the cost of additional labour that may be necessary in connection with provision of security, cleaning or preparing the Room for hire.

3. **Confirmation of Booking**
   3.1. The Hirer in its sole discretion, no later than two business days after being advised that a booking request is approved (which includes details of the license fee for the Room (if any)), must either confirm the booking (in which case the Hirer agrees to pay the license fee (if any)) or inform TRI that it does not require use of the Room.
   3.2. In the absence of a communication from the Hirer within the required timeframe specified in clause 3.1, it will be deemed that the Hirer does not require use of the Room and may not use it at the time originally requested.

4. **Cancellation**
   4.1. TRI reserves the right to cancel a booking it has accepted for the hire of a Room. While TRI will endeavour to give the Hirer the maximum possible notice of cancellation, the Hirer has no claim or action against TRI in connection with the cancellation.
   4.2. If TRI accepts a request for use of a Room but the Hirer subsequently cancels the booking less than three (3) clear business days before the date of the booking, the Hirer may be liable to pay TRI a cancellation fee of $50 to cover TRI’s administration costs in connection with the booking and its cancellation as well as to reimburse TRI for the costs it has already incurred or incurs as a result of cancellation for additional labour in connection with provision of security, cleaning or preparing the Room for hire.

5. **Room not Available**
   5.1. A Hirer may not make any claim against TRI (and releases TRI from any claim) if all or any part of the Room is not available for use by the Hirer during any time requested or booked by the Hirer (or otherwise).
6. **Access to Access Areas and Staff Tea Room**

6.1. Provided the Hirer complies with their obligations under these terms of use, the Hirer may, when properly using a Room in the TRI Building, use the associated access area and staff tea room (if any) during the time when the Room is booked.

6.2. The Hirer may only use the relevant access area for the purpose of access to the Room and may only use the relevant staff tea room for the purpose of a tea room and must comply with the provisions of the Access Deed Poll entered into by the Hirer’s employer in doing so.

6.3. TRI is not responsible for ensuring that access to the relevant access area or staff tea room is available and the Hirer may not make any claim against TRI (and releases TRI from any claim) with respect to that access, the availability of that access or for any loss suffered by the Hirer or any third party during or as a result of that access or as a result of the availability of that access.

6.4. The Hirer must ensure that use of the Room or a staff tea room does not disturb staff in the work area adjacent to the Room, the access area or the staff tea room.

7. **Food and Drink**

7.1. Unless otherwise agreed in writing by TRI, the Hirer must ensure that during the period of hire no food or drink is consumed in the Room.

8. **Visitors to the TRI Building**

8.1. The Hirer is responsible for ensuring that all people who will be in the Room during the period of hire do not have a swipe card for access to the TRI building (“Visitors”) sign in at reception and obtain a visitor pass. This obligation applies to the use of all of the Rooms including the auditorium and seminar rooms on level 2 of the TRI building.

8.2. With the exception of Visitors who are only entering the auditorium and seminar rooms on level 2 of the TRI building, while Visitors are within the TRI building they must be accompanied at all times by a person who has a swipe card for access within the TRI building.

9. **Reinstatement of Room’s Condition**

9.1. If TRI has expressly authorised the Hirer to rearrange furniture or other items in the Room, at the end of the hire period the Hirer must return the furniture and/or other items to their original position/condition.

9.2. At the end of the hire period, the Hirer must either remove all loose rubbish or ensure that it is placed in any bins provided.

9.3. If the Hirer fails to comply with its obligations in clause 9.1 or 9.2, TRI may make good the breach and recover its cost of doing so from the Hirer as a debt.

9.4. The Hirer must pay the cost to TRI of cleaning or repairing (or if necessary replacing) any part of the Room or the facilities in it that are dirty, damaged or destroyed during the period of hire from any cause, save for the deliberate or negligent act of TRI or an employee of TRI.

10. **Privacy**

10.1. TRI has a Privacy Policy which may be viewed at [http://www.tri.edu.au/index.php/privacy-policy](http://www.tri.edu.au/index.php/privacy-policy). The information that the Hirer provides to TRI in and in connection with this application will be dealt with only in accordance with that Privacy Policy.

11. **Joint and Several Liability**

11.1. Where the Hirer consists of two (2) or more persons, those persons are bound by these Terms of Room Hire jointly and severally.