**PRESENTER / VENUE HIRER**

 **RENTAL AGREEMENT**

**BETWEEN**

**Shambhala Centre Pty Ltd.** ABN 60 366 289 217, as trustee for Shambhala Trust trading as Shambhala Centre, of Suite 1 / 14 Salmon St, Port Melbourne, Vic 3207.

**AND**

**The Presenter / Venue Hirer / Practitioner (known further as the “Hirer”)**

It is acknowledged that Shambhala Centre at Suite 1 / 14 Salmon St, Port Melbourne, Vic 3207, has consultancy and course rooms available for rent on various terms. It is agreed that Shambhala Centre and the Hirer will enter into this agreement for rental at Shambhala Centre (“the premises”) on the following terms.

**The Hirer agrees that:**

1. They will use the identified areas of the premises as outlined in the correspondence applicable to their hire.
2. Their use of the premises is for the period detailed in the correspondence.
3. They will pay to Shambhala the rental amount specified, including payment of any deposit amount specified, upon request by Shambhala Centre. It is acknowledged that the rental fee is calculated in accordance with the current Shambhala Room Hire Rates or as amended, in writing, on the booking details form.
4. They acknowledge the status of the following items is current and can provide evidence of currency, if required:
	1. ABN (if applicable);
	2. Certified copies of their qualifications to provide the services identified in the booking registration.
	3. Professional indemnity insurance relevant to the services provided.
5. They are responsible for all administration and any resourcing required with respect to the provision of their services, including all payments.

***Shambhala Centre prefers not take any payments*** for the Hirer.

*(In special circumstances, payments will be taken on behalf of the presenter/Venue Hirer. A 5% admin fee will be applied to* ***all*** *payments handled. All card payments require an invoice issued to Shambhala Centre by the responsible party for any balance to be transferred into a nominated account).*

1. They are responsible for the health and safety of their clients and/or course participants whilst on the premises. They acknowledge that Shambhala is not responsible for the property of either the Hirer or their clients / course participants, left on the premises. Items will be held for one (1) month, for retrieval, after which they will be removed from Shambala Centre.
2. They will respect all furniture and fittings within the premises, and will leave the premises in the manner in which it was originally presented to them. The Hirer on invoice will pay for Shambhala Centre equipment damaged in the course of their hire.
3. They will not smoke, or permit smoking to occur, on the premises.
4. They will make any complaint in relation to their use of the premises in accordance with Shambhala Dispute Resolution Policy.

**Shambhala agrees**:

1. To offer a clean, safe and confidential environment for the Hirer to work in.
2. To provide a person at reception who is able to assist Hirers and course participants with their requests.
3. To notify of, hold confidentially and deliver to the Hirer any correspondence received on their behalf.
4. Wherever practicable, to give as much notice as is possible of any impact upon their scheduled use of the premises.
5. To offer a photocopying service, at the current rates advertised in house.
6. To respond to any complaint in accordance with their Dispute Resolution Policy.
7. To hold an updated public liability insurance policy to the value of, or in excess of, twenty million dollars ($20,000,000).

**Shambhala and the Presenter/Venue Hirer agree that:**

1. Either party in accordance with the terms of the Cancellation Policy may terminate this agreement.
2. This agreement may be modified or altered by agreement, in writing, between the parties.
3. This agreement is subject to the rules of law in Victoria, Australia at any relevant time.
4. Both parties are interested and invested in supporting the ongoing wellbeing and viability of each other’s business, and will do everything possible to assist the success of each other’s business.

**INDEMNIFICATION:**

The Venue Hirer, shall indemnify, defend and save harmless Shambhala Centre, its officers, agents and employees from and against any and all loss, cost (including attorneys’ fees), damage, expense and liability (including statutory liability) in connection with claims, judgments, penalties, fines, liabilities, losses, suits or administrative proceedings, arising out of any act or neglect by the Venue Hirer, its agents, employees, contractors, invitees or representatives, in or about Shambhala Centre premises. This indemnity shall survive the termination of this Agreement. The Venue Hirer hereby releases Shambhala Centre from any and all liability or responsibility to the Venue Hirer or anyone claiming through or under the Venue Hirer by way of subrogation or otherwise, for any loss or damage to equipment or property of the Venue Hirer covered by any insurance then in force.