

Agreement of Entry To



Embracing All Abilities Care PTY LTD

“OUR SPACE” at 91-93 Ogilvie Ave

Echuca Victoria 3564

GENERAL:

Embracing All Abilities Care PTY LTD (EAAC p/l) agrees for to entry of “Our Space” for the purpose noted in section three of this agreement.

Management permits the hirer to use the “Our Space” for the hire period only.

The contract of entry does not create any lease or tenancy of the “Our Space” but is merely a license to entry of “Our Space” for the agreed/specified period.

Management reserves the right to remove any agents, employees, invitees, contractors of the entry of “Our Space” and its grounds in the event that those person/s break any obligations of their entry or engage in any conduct objectionable to EAAC p/l, its staff or clients.

Management reserves the right to cancel any entry bookings should the need arise.

CHARGES:

The charges payable for the entry shall be those set out by EAAC p/l. Management holds the right to change the charges at any time without notification.

Invoices will be issued on a 10-week blocks unless prior arrangements are agreed to with management.

The director/plan managed or self-managed shall pay the fee/fees within seven days of the date the invoice was issued.

The director/plan managed or self-managed acknowledges that the entry fee only includes the use of the following and any additional requirements will incur additional charges to be levied to the entry fee.

All utilities, fresh bottled A 'quality water from a dispenser, chemicals and printing/ink is all included in the entry fee.

OPTIONS:

A) Full access & entry to "Our Space" which includes tea & coffee facilities including urn, refrigerator to place drinks, lunchbox and food stuffs, fully accessible bathroom facilities including toilet and shower, 2 smart tv's with applications eg: Foxtel, Stan, Netflix etc, sensory toys, sensory room, card & board games. All utilities, fresh bottled A 'quality water from a chilled dispenser, chemicals and printing is included in the entry fee of \$9.99 per day (prices are subject to change)

A + B) Full access & entry to "Our Space" which includes, full kitchen facilities, including stove, dishwasher, all cooking & baking accessories eg: baking pans, hand blender/mixer, baking paper, glad wrap & aluminum foil,(when cooking or baking own containers for leftovers will need to be bought in by participant/carers) staple ingredients will be supplied including dry ingredients, milk & butter \$12.50 per day (prices are subject to change)

A + B + C) Full access & entry to "Our Space" which includes art & craft activities, scrapbooking (must supply own scrapbook), stickers, scrapbooking paper, poster paper, resin art, laminating, painting, tie dying (must supply own fabric to dye), candle making (must supply own candle making product), coloring in sheets and pencils, texta's, poster paint, diamond art (must supply own diamond art) \$14.99 per day (prices are subject to change)

CANCELLATIONS:

If the participant cancels their booking with less than 7 day's notice, prior to the time agreed to enter "Our Space" the full entrance fee will be paid by the participant, EEAC p/l shall not be liable for the interference, disruption or enforced cancellation of any part of a booking which is caused by civil disturbance, industrial action, terrorism, act of God or any circumstances which is beyond our control of "Our Space" at EAAC p/l.

"Our Space" at EAAC p/l is under no obligation to settle any industrial dispute which, if settled, would enable the activity for which the booking was made to continue to settle any industrial dispute which if settled, would enable the activity for which the booking was made could continue.

EAAC p/l at its discretion, may prohibit any participant/carer entry which in sole opinion is considered objectionable or dangerous or which contrary to law or which would be detrimental to the good standing and reputation of "Our Space" at EAAC p/l. In any such case the entry of participant/carer shall be deemed to have consented to the prohibition and "Our Space" EAAC p/l shall not be liable for any loss or damages suffered by the entry of participant/carer direct or indirectly EAAC p/l.

INSURANCE:

The entry of participant/carer indemnifies and keeps EAAC p/l protected against all losses, expenses, liabilities, claims and damages incurred as a result or arising out of entry into the premises of "Our Space" at EAAC p/l caused by any act or omission of the entry, its servants, agents or invitees.

The entry of participant/carer indemnifies and keeps indemnified at "Our Space" at EAAC p/l against losses, expenses, liabilities, claims and damages incurred as a result of or arise out of entering "Our Space" EAAC p/l caused by any act or omission of the hirer, its servants, agents and invitees.

The entry of participant/carer must take out or hold a public liability insurance policy in the name of company/business participant/carer is supported/supporting through as at the period of the entry, In "Our Space" EAAC p/l requires a copy of the Certificate of Currency showing Public Liability Insurance held, to be submitted along with the completed entry of agreement before bookings can be confirmed.

PUBLICITY:

Unless agreed, the entry of participant/carer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the Premises are entered is conducted or promoted by "Our Space" at EAAC p/l.

The entry of participant/carer must not display any poster or advertisement in any part of the Premises of "Our Space" at EAAC p/l without first obtaining the written approval of EAAC p/l.

OBSERVANCE OF LAW:

The entry of participant/carer shall comply with all rules and policies of “Our Space” at EAAC p/l without first, and with the provisions of all Acts and Regulations applicable to the entry of participant/carer, and shall indemnify and keep indemnified the “Our Space” at EAAC p/l against losses, expenses, liabilities, claims, and damages incurred as a result of entry of participant/carer breach of any such Act, Statutes, Rules and Regulations.

The entry of participant/carer agrees to indemnify “Our Space” at EAAC p/l against loss or damages it suffers if the participant/carer, or a person admitted to the

Premises during the Period of entry participant/carer:

A) damages or destroys any property:

B) injuries to any person

C) fails to observe any of the participants/carer’s obligations under this agreement.

The hirer shall not admit patrons to the Premises more than the Estimated Attendance, as specified in the Reference Schedule.

The participant/carer shall not transfer or sublet a right of hire/entry under this agreement to another person.

CLEANING:

Cleaning is the participants/carers responsibility, rooms, benches, and tables to be left clean, tidy and sanitized, with all rubbish placed in the bins provided and excess wastage removed from site. Any kitchen spaces to be cleaned including washing, drying and putting away dishes and food items in the commercial fridge all to be in date. Additional cleaning fees will be charged if the participant/carer has created requirements above and beyond normal cleaning. The hirer shall be responsible for leaving the “space” clean and tidy at the conclusion of the hire and EAAC p/l may carry out at the expense of the hirer such cleaning or other work as may be required to restore the “space” to a satisfactory condition.

SECURITY:

Unless agreed access to “Our Space” EAAC p/l will only be permitted during entry period.

Authorised EAAC p/l staff/clients may be in attendance in and around the premises of “Our Space” during agreed entry period.

Authorised staff have the authority to remove a person/persons from or refuse entry to the premises or terminate an activity if, in his or hers reasonable judgement, the person/s that are not adhering to the conditions of the agreement or premises are being used for a purpose other than that specified in this agreement.

In & around our premises of "Our Space" EAAC p/l is live & recorded 24/7 security cameras 2 external 2 internal for the safety of our premises, participants, staff and visitors.

SECTION 2 - TO BE COMPLETED BY BUSINESS/COMPANY DIRECTOR

Purpose of entry:

Start Date: __/__/____

Finish Date: __/__/____

Start Time: __: __ am/pm

Finish Time: __: __ am/pm

Estimated attendance days:

Monday

Tuesday

Wednesday

Thursday

Friday

SIGNED FOR AND ON BEHALF OF BY PARTICIPANT/CARER

NAME: _____

PARTICIPANT

CARER

Position _____

Signature _____

Date: __/__/____

Phone: _____

Organisation: _____

ABN: _____

Address: _____

Phone no: _____ Mobile: _____

Email: _____

Contact person: _____

Public Liability Certificate of Currency attached. **YES** **NO**

INVOICING DETAILS:

Organisation: _____

ABN: _____

Address: _____

Phone no: _____ Mobile: _____

Email: _____

Contact person: _____

Participants NDIS no: _____

Section 3: -

TO BE COMPLETED BY EMBRACING ALL ABILITIES CARE PTY LTD REPRESENTATIVE

Office use only:

Name: _____ Position: _____

Phone: _____

Signature: _____ Date: __/__/____

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