



TRAINING CENTRE HIRE AGREEMENT

All Bookings are Subject to our Standard Terms and Conditions below

1 GRANT OF LICENCE

- (a) Subject to the provisions of this Agreement, and to the special conditions (if any) set out in the Schedule, Concept Dental grants the Hirer a licence to use the Selected Training Facilities for the purpose only of holding the Event at the Event Times and on the Event Dates only.
- (b) Nothing in this Agreement grants to the Hirer any estate or interest in the Selected Training Facilities and except for the rights conferred on the Hirer under this Agreement, the Selected Training Facilities remain in the possession and under the control of Concept Dental.
- (c) The Hirer must not sub-let or part with possession of any part of the Selected Training Facilities without the prior permission of Concept Dental.
- (d) The Hirer must not assign its interest in the subject matter of this Agreement or any right under this Agreement.
- (e) The Hirer must not access any areas of the Concept Dental facilities or premises other than the Selected Training Facilities for any aspect of conducting the Event, except with the prior approval of Concept Dental.

2 PAYMENT

- (a) In consideration of Concept Dental agreeing to grant to the Hirer a licence and authority to use the Selected Training Facilities, the Hirer must pay to Concept Dental the Hire Fee by the date set out in this Agreement.
- (b) The Hirer acknowledges and agrees that Concept Dental may deduct fees and other sums from the Security Bond (if any) in accordance with the terms of this Agreement.

3 CANCELLATION OR POSTPONEMENT OF EVENT DATES

If for any reason (but excluding any default on the part of Concept Dental), the Hirer is unable to proceed with the Course on the Course Dates:

- (a) the Hirer must immediately notify Concept Dental in writing of that fact.
- (b) the Hirer's liability to pay the Hiring Fee upon cancellation of Course Dates will be as follows:
 - (i) if the cancellation is notified more than 30 days prior to the first Course Date, the entire Deposit will be refunded to the Hirer;
 - (ii) if the cancellation is notified within 30 days and 7 days prior to the first Course Date, 50% of the Deposit will be forfeited to Concept Dental;



(iii) if the cancellation is notified less than 7 days prior to the first Course Date, the Deposit will be forfeited to Concept Dental.

(c) If the cancellation is notified less than 7 days prior to the first Course Date, the Hirer must also pay the balance of the Hire Fee as if the Course took place on the Course Dates.

4 DEPOSIT AND SECURITY BOND

(a) The Hirer agrees that:

(i) this Agreement is conditional upon the Deposit being paid by the Hirer to Concept Dental on or before the date specified in this Agreement and any failure to pay the Deposit by that date will allow Concept Dental to vacate the Course Dates; and

(ii) the Deposit is not refundable in the case of cancellation by the Hirer other than as set out in clause 3(b).

(b) If, in the opinion of Concept Dental:

(i) there is a heightened risk of damage to the Concept Dental premises by reason of the nature of the Course;

(ii) the Course or any Course Dates may not proceed as scheduled;

(iii) the Hirer may not discharge its obligations under this Agreement; or

(iv) the Hirer may not be in a position to pay to Concept Dental all monies payable under this Agreement as and when due;

Concept Dental may (in its discretion) require the Hirer to lodge with Concept Dental a Security Bond in the amount set out in the Schedule. Concept Dental may utilise the Security Bond to compensate Concept Dental for any costs, losses, expenses or damages incurred or payable by Concept Dental by reason of any breach of the Hirer's obligations under this Agreement, but prior to doing so, must give written notice to the Hirer of the breach and the amount claimed. Within 30 days after the last Course Date, Concept Dental must repay to the Hirer the balance, if any, of the Security Bond not utilised by Concept Dental.

5 WARRANTIES AND OBLIGATIONS

The Hirer warrants and covenants, at the time of entering into this Agreement and at all times during its continuance that:

(a) the Hirer has properly informed itself as to the suitability of the Selected Training Facilities and the Selected Training Facilities for the presentation of the Course and has not relied upon any representation or advice of Concept Dental, its employees or agents;

(b) the Hirer has obtained all necessary authorisations, licences, consents, releases and waivers from third parties to enable the Course to be promoted and conducted;



- (c) the Hirer must comply with the provisions of any statutes, regulations, by-laws or other requirements of any government, municipal or statutory authority applying to the Selected Training Facilities;
- (d) the Hirer will not cause or allow any danger or nuisance to arise or to continue to arise or to issue from the Selected Training Facilities, nor will the Hirer use or allow the Selected Training Facilities to be used for any unlawful or illegal purpose;
- (e) the Hirer agrees that it will not move or remove any of Concept Dental's property without the prior permission of Concept Dental;
- (f) the Hirer will not damage the Selected Training Facilities and if the Hirer or anyone it is responsible for does so, the Hirer must immediately inform Concept Dental in writing and pay for the repair or replacement of the damaged item;
- (g) the Hirer will leave all parts of the Selected Training Facilities clean and tidy, and will have removed any property owned or leased by the Hirer and brought into the Selected Training Facilities for the purposes of the Course, by the end of hire period, or any other time specified by Concept Dental, at the Hirer's cost;
- (h) the Hirer agrees that it is responsible for any equipment, which it (or anyone in its control) brings into the Selected Training Facilities including any equipment supplied by a third party for the Course and Concept Dental will have no liability to the Hirer for any loss of or damage to any such equipment unless the loss or damage is caused by the negligence of Concept Dental;
- (i) the Hirer will at all times comply with all lawful directions of Concept Dental in relation to any rights reserved to Concept Dental;
- (j) any cater engaged by the Hirer must meet all quality assurance standards and regulations pursuant to any legislation affecting food and must provide evidence of a current public liability insurance policy for not less than \$10 million;
- (k) where a caterer is engaged by the Hirer or Concept Dental, the Hirer is responsible for the operation and cleaning of the kitchen and associated facilities and the standard of services (including the cost of breakages or damage to any equipment);
- (l) If kitchen facilities are used by the Hirer, all appliances must be left in a clean and tidy condition. No food or drink may be left in the kitchen area, refrigerator or freezer and all bottles and rubbish must be removed from the premises and placed in the appropriate bins;
- (m) The Hirer must not attach anything to the walls, floors or any part of the buildings, nor shall signs, displays etc be erected without the prior permission of Concept Dental.
- (n) Approval for the consumption of alcohol must be obtained at the time of booking the Selected Training Facilities. The Hirer must not under any circumstances consume or allow any consumption of alcohol in any Clinical Area.
- (o) The Hirer must not under any circumstances smoke or permit any person to smoke in the Selected Training Facilities or in or on the grounds of the Concept Dental premises.



6 CLINICAL AREAS

The following terms and conditions will apply to the Hirer's use of any Clinical Area:

- (a) The Hirer agrees that a Clinical Area may only be hired as an adjunct to a course utilising the Training Centre Conference Room or Training Centre Suite;
- (b) The Hirer agrees that hire of the Clinical Area, will include the hire of the use of only the dental chair, digital radiography, routine dental hand-instruments & handpieces, computer, hand-washing facilities, gloves, masks & gowns, standard clinical emergency equipment and one clinical support staff member or dental chair assistant. Clinical tutor/s, Additional Staff, Materials & Consumables, Models, Medicaments, Laboratory Requirements & Specialist Equipment must be provided by the Hirer or by Concept Dental if prior agreement has been made;
- (c) The Hirer agrees that it will not permit any person who does not hold an appropriate AHPRA registration to operate in a Clinical Area.
- (d) The Hirer must, within 30 days prior to the commencement of the first Event Date, provide to Concept Dental evidence in the form of a Certificate of Currency for AHPRA registration & Medical Indemnity Insurance for all practitioners operating in a Clinical Area;
- (e) The Hirer must ensure that those practitioner/s must abide by all national guidelines and laws in their use of the Clinical Areas;
- (f) The Hirer agrees to disclose comprehensive patient details for any persons receiving treatment within a Clinical Area in order for accurate records to be maintained.
- (g) The Hirer agrees to obtain the patient's consent under the Privacy Act 1988 (Cth) from any person receiving treatment within a Clinical Area which consent must include a right for the Hirer to provide the sensitive information to Concept Dental and be in a form acceptable to Concept Dental. A copy of the consent is to be provided to Concept Dental on or before the commencement of the hire period.
- (h) The Hirer agrees to have any persons receiving treatment within a Clinical Area at Concept Dental to complete a Concept Dental comprehensive medical history questionnaire and consent to treatment which will remain the property of Concept Dental.
- (i) The Hirer agrees that appropriate records must be generated on any person/s receiving treatment within a Clinical Area at Concept Dental and that these records remain the property of Concept Dental however a digital copy of said records may be requested in writing by the attending clinician for appropriate patient transfer.
- (j) The Hirer agrees that it will take all reasonable steps required by the Privacy Act 1988 (Cth) to secure all sensitive information provided to the Hirer by the patient or Concept Dental and must comply with Concept Dental's privacy policy (as applicable from time to time).

7 RIGHTS OF CONCEPT DENTAL

- (a) Concept Dental reserves the exclusive right to grant to any other person or to retain for itself the right to:



- (i) provide the security and cleaning services at the Selected Training Facilities;
- (ii) designate technical and facilities staff to assist in delivering the Course.
- (b) Concept Dental reserves for itself the right:
 - (i) to have access to all areas of the Selected Training Facilities at all times;
 - (ii) to determine in its absolute discretion acceptable sound limits in respect of the Course;
 - (iii) to refuse admission to or to remove from the Selected Training Facilities at any time any person whom the Hirer is otherwise responsible for;
 - (iv) to suspend the Course if in the reasonable judgment of Concept Dental it is not in accordance with this Agreement;
 - (v) to authorise the Course Co-ordinator to exercise on behalf of Concept Dental and at his own discretion, the rights reserved to Concept Dental under this Agreement.

8 OPENING OF TRAINING FACILITIES

Concept Dental will make arrangements with the Hirer for a member of the Concept Dental staff to assist in the opening and orientation of the Training Centre during the Event Dates. Concept Dental's working hours for the main area of Concept Dental are from 7.30am to 5.30pm Monday to Thursday, 7.30am to 4pm on a Friday, and 7.30am to 12noon on a Saturday. These times are subject to change by Concept Dental.

9 INSURANCE

- (a) The Hirer must take out and keep current during the Course Dates, public liability insurance to cover its own legal liability and noting the interest of Concept Dental for an amount of not less than \$10million for any one occurrence and provide evidence of currency of insurance at least 7 days prior to the first Course Date.
- (b) The Hirer must not do or permit any of person in its control to do anything which would render in any way unenforceable against the insurer any insurance effected by Concept Dental or the Hirer.

10 INDEMNITY

- (a) The Hirer hereby agrees to indemnify and to keep indemnified, and save harmless Concept Dental, its employees and agents, from and against Claims which may be incurred directly or indirectly by reason of or in relation to the use of the Selected Training Facilities or the Concept Dental premises by the Hirer or anyone it is responsible for, including without limitation, Claims arising out of or in connection with any breach by the Hirer of this Agreement or breach of a third party's intellectual property rights, except to the extent of any Claims that arise out of any act or omission of Concept Dental or any of its employees, agents or contractors.
- (b) To the maximum extent permitted by law, Concept Dental will not be liable to the Hirer for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained



at the Selected Training Facilities for any cause whatsoever, save where any such death, injury or damage results from a negligent act or omission of Concept Dental, its agents or employees;

(c) The Hirer must immediately notify Concept Dental if any damage is caused to the Selected Training Facilities or any part of them.

(d) The Hirer agrees to occupy and use the Selected Training Facilities at its own risk and releases Concept Dental from all claims and demands of any kind and from any liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Selected Training Facilities, unless caused by an act or omission of Concept Dental (except where acting on instructions of the Hirer).

(e) To the maximum extent permitted by law, Concept Dental will not be liable to the Hirer for any special, indirect, incidental or consequential damages (including loss of use, data, business or profits) arising out of or in connection with the use of the Selected Training Facilities.

(f) If the Hirer is entitled to a statutory right (including under the ACL) that may not be excluded but may be limited or modified the liability of Concept Dental to the Hirer at the option of Concept Dental is limited to supplying the services again or payment of the cost of having the services supplied again.

11 GENERAL

(a) The law of this Agreement is the law of Western Australia.

(b) The parties submit themselves to the jurisdiction of the Courts of Western Australia for all proceedings arising from this Agreement.

(c) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

(d) The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.

(e) The variation or waiver of a provision of this Agreement, or a party's consent to a departure from a provision by another party, will be ineffective unless in writing, executed by the parties.

(f) This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting the subject matter of this Agreement are merged in and superseded by this Agreement and are of no force or effect and no party is liable to any other party in respect of those matters.

12 DEFINITIONS AND INTERPRETATION

In this Agreement unless the contrary intention appears:

(a) ACL or Australian Consumer Law means Schedule 2 of Competition and Consumer Act 2010 (Cth) as applied under Subdivision A of Division 2 of Part XI of that Act.



- (b) Claims means all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever;
- (c) Clinical Area means the clinical area(s) of the Selected Training Facilities;
- (d) Concept Dental means C Burger Pty Ltd ACN 159 177 036 trading as Concept Dental ABN 22 159 177 036;
- (e) Deposit means the amount referred to this Agreement which the Hirer must pay to Concept Dental on or before the date referred to this Agreement;
- (f) Event means the event described in the Schedule;
- (g) Event Dates means the dates specified in the Schedule;
- (h) Event Times means the times specified in the Schedule;
- (i) Hire Fee means the amount payable by the Hirer to Concept Dental as specified in this Agreement;
- (j) Selected Training Facilities means the Training Centre Suite, Conference Room and/or Clinical Area (as the case may be) which will be used by the Hirer pursuant to the terms and conditions of this Agreement and includes any of Concept Dental's fixtures, fittings or property within those facilities;
- (k) Security Bond means the security bond referred to in clause 4(b);
- (l) Schedule means the Hire Details Schedule to this Agreement;
- (m) this Agreement means this Agreement between Concept Dental and the Hirer.