

# Venue Hire Agreement



## Terms and Conditions

### 1. Venue Hire

#### 1.1 Agreement to Hire

- a) NUservices Pty Ltd (NUservices) is licensed to manage the venue hire facilities of the University of Newcastle, Australia (University).
- b) In consideration for the payment by the Hirer to NUservices of the Hire Fee, NUservices agrees to hire the Venue to the Hirer solely for the Approved Purpose between the Agreed Times on the Function Date on the terms of this Agreement.
- c) This Agreement does not create any lease or tenancy of University premises, but is merely a license to occupy the Venue during the Agreed Times.
- d) The Agreed Times include any time required by the Hirer to set up before, and clean up after, the Function.

#### 1.2 Special conditions

If the Details of this Agreement set out any special conditions, those conditions are incorporated into and form terms of this Agreement. In the event of an inconsistency, the special conditions will prevail.

#### 1.3 Deposit

- a) The Hirer must pay the Deposit to NUservices on account of the Hire Fee within 30 days after the Hirer receives an invoice for the Deposit from NUservices.
- b) The Hirer's booking is confirmed once NUservices receives the Deposit and insurances in accordance with clause 1.3(a) and clause 6.2.

#### 1.4 Balance of Hire Fee

The Hirer must pay to NUservices the hire fee less the deposit paid under clause 1.3. This invoice must be paid within 30 days after the hirer receives the invoice.

#### 1.5 Ticket sales

- a) Clause 1.5 will only apply if the Function is ticketed and a percentage amount is included in the Details for the Ticketing Fee.
- b) NUservices will charge the Ticketing Fee to the Hirer based on the number of tickets sold in respect of the Function. The Hirer must provide written evidence of the number of tickets sold to NUservices within 10 business days after the Function Date.
- c) The Hirer must pay the Ticketing Fee to NUservices within 30 days after the Hirer receives an invoice for the Ticketing Fee from NUservices.

#### 1.6 Assessment of Applications

NUservices will assess all applications for use of a Venue for an Approved Purpose in accordance with its policies and procedures and those of the University.

## **2. Cancellation or reduction in agreed times**

### **2.1 Cancellation by the Hirer**

- a) Subject to clause 2.1(b), the Hirer may cancel a confirmed booking at any time.
- b) In the event of cancellation of a confirmed booking by the Hirer, the following fees will be deducted from the Deposit by NUservices:
  - i) cancellation made 20 business days or more before the Function Date, a cancellation fee equal to 50% of the Deposit; and
  - ii) cancellation made less than 20 business days before the Function Date, a cancellation fee equal to 100% of the Deposit.
- c) The balance of the Deposit (if any) after deduction of the fees referred to in clause 2.1(b) will be refunded to the Hirer. NUservices will also refund the other 50% of the Hire Fee if already received by NUservices.

### **2.2 Cancellation by the University**

- a) NUservices may cancel a confirmed booking at any time if:
  - i) There are circumstances beyond NUservices's reasonable control, or any other event which in the reasonable opinion of NUservices, cause the Venue to be unsafe or inappropriate for the Approved Purpose;
  - ii) In NUservices's opinion, there is or is likely to be a breach of a material term of this Agreement; or
  - iii) For any other reason, subject to NUservices or the University policy and procedure.
- b) Neither NUservices or the University will be liable for any loss or damage to the Hirer or any third party in consequence of the cancellation in accordance with clause 2.2(a).
- c) In the event of cancellation of a confirmed booking by NUservices, NUservices will refund to the Hirer the Deposit or the Hire Fee amount (if already received by NUservices).

### **2.3 Reduction in Agreed Times by the Hirer**

If the Hirer reduces the Agreed Times by 25% or more after the booking is confirmed, a fee equal to 25% of the Deposit is payable by the Hirer. The Hirer must pay the fee to NUservices within 30 days after the Hirer receives an invoice for the fee from NUservices.

## **3. Conduct of the function**

### **3.1 Decorations**

- a) All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by NUservices before the Function and may be the subject of a further charge.
- b) If the Venue has specialised sound, lighting or other equipment, the equipment can only be used by a person with appropriate certification or qualification who is engaged at the Hirer's cost. The Hirer must obtain prior written approval from NUservices in this regard. NUservices can provide approved staff or contractors if requested at the Hirer's cost.

### **3.2 Attendance**

The Hirer must be in attendance at the Venue at all times during the Function.

### **3.3 Supervision**

The Hirer is responsible for ensuring that at all times its agents, contractors, employees, licensees and invitees are properly supervised and under the control of a representative of the Hirer.

### **3.4 Directions**

The Hirer must comply with the directions of NUservices management and staff whilst on the Venue premises.

### **3.5 Deliveries**

All deliveries for the Function must be arranged with and approved by NUservices prior to delivery.

### **3.6 Invitees**

NUservices reserves the right to refuse entry to the Venue premises to any of the Hirer's invitees.

### **3.7 Animals**

No animals are permitted on the Venue premises unless they are service animals and or arranged and approved with NUservices prior to event.

### **3.8 Liquor, refreshments and smoking**

- a) Unless otherwise approved by NUservices, the Hirer must not sell or bring liquor, beverages, food or refreshments onto the Venue premises.
- b) In the event approval is given, the Hirer must abide by any conditions imposed by NUservices.
- c) The Hirer must ensure that smoking is not permitted inside the Venue premises or anywhere on the University's campus.
- d) The Hirer must comply with all applicable health and safety rules and regulations, including under the Food Act 2003 (NSW) and any associated regulations.

### **3.9 Vacation of Venue premises**

The Hirer must:

- a) vacate the Venue by the end of the Agreed Times;
- b) promptly remove any goods or materials brought onto the Venue premises by or on behalf of the Hirer; and
- c) leave the Venue premises in an undamaged, clean and tidy condition.

### **3.10 Restrictions**

- a) The Hirer must not use the Venue for any purpose other than the Approved Purpose.
- b) The Hirer must not affix any sign, decoration or other item to any part of the Venue, without the NUservices's prior written consent.
- c) The Hirer must not interfere with or alter any of NUservices's electrical systems, lighting or sound systems within the Venue.
- d) The Hirer must not bring onto the Venue premises or the University's campus any flammable liquids, explosive, illegal substance or potentially harmful substance.
- e) The Hirer must not cover, handle or endanger any artworks or furnishings within the Venue.
- f) The Hirer must not re-hire, sub-let or licence any part of the Venue premises.
- g) The Hirer must not display, publish or broadcast advertising material that infers that the Function is in any way connected to or endorsed by the University or NUservices, without obtaining NUservices's prior written permission to do so.
- h) The Hirer will not reproduce or make use of any of NUservices or the University's branding or logos in marketing material or otherwise, without obtaining the NUservices's prior written permission to do so.

### **3.11 Unacceptable Conduct or Activities**

- a) NUservices or the University may at its sole discretion, prohibit, cancel or stop without notice any performance, function or activity or anything else associated with the use of the Venue, which is, or is likely to be:
  - i) Inconsistent with the Approved Purpose;
  - ii) A health and safety risk;
  - iii) Unlawful;
  - iv) Prejudicial to the fulfilment by the University of its duty to foster the wellbeing of staff and students (as that expression is defined in the University's Code for the Protection of Freedom of Speech and Academic Freedom (Code));
  - v) Or otherwise inconsistent with University or NUservices policies and procedures.
- b) NUservices or the University reserves the right to remove any person from the Venue immediately if their behaviour is deemed by NUservices to be unlawful, disorderly, riotous, a health and safety risk; or in breach of the terms of this Agreement.

### **3.12 Capacity**

NUservices reserves the right to restrict entry to the Venue once the legal occupancy capacity has been reached and to put in place at the cost to the Hirer any systems required to enforce legal occupancy capacities.

### **3.13 Parking**

- a) The Hirer must comply with all parking rules, fees and charges on the University's campus.
- b) The Hirer must inform all persons who perform work on the Venue premises on behalf of the Hirer and all other attendees at the Function that they must comply with all parking rules, fees and charges on the University's campus.

### 3.14 Freedom of Speech and Academic Freedom

- a) NUservices will have regard to the Code when assessing venue hire applications
- b) The Hirer agrees that no invited visiting speaker or external visiting speaker may speak at the Venue where the content of the speech is, or is likely to:
  - i) be unlawful; or
  - ii) prejudice the fulfilment by the University of its duty to foster the wellbeing of staff and students.
- c) The Hirer agrees that no external visiting speaker may speak at the Venue where the content of their speech is or is likely to involve the advancement of theories or propositions which purport to be based on academic study or research that falls below scholarly standards (such as the requirements of the Australian Code for the Responsible Conduct of Research) to such an extent that would be detrimental to the University's reputation as an institution of higher learning.
- d) For the purpose of this clause, 'invited visiting speaker' means any person who has been invited by NUservices or the University, to speak on the University's land, through the use of University facility or facilities, or through the use of a facility or facilities provided by NUservices and 'external visiting speaker' means any person who is not an invited visiting speaker and for whom permission needs to be sought for them to speak on the University's land, through the use of University facility or facilities, or through the use of a facility or facilities provided by NUservices.

## 4. Safety

- 4.1 All leads, **power** tools and electrical equipment must be inspected and tagged by a qualified person prior to their use on the Venue premises.
- 4.2 The Hirer is responsible for ensuring that:
  - a) all persons who perform work on the Venue premises on behalf of the Hirer (including employees, contractors, agents and others) complete NUservices's/the University's (as applicable) site induction before entering it; and have provided all relevant insurances prior to event.
  - b) all entrances, exists (including exit doors), passageways and aisles at or around the Venue are kept clear and available for public use, and all exit signs remain visible, at all times when the Venue is occupied.

## 5. Additional Fees

### 5.1 Damage other than normal wear and tear

The Hirer agrees to pay additional charges imposed by NUservices for repair of any damage, beyond normal wear and tear, caused to the Venue, furnishing or equipment in the Venue, or for the removal of unwanted materials left after the Function.

### 5.2 Reasonable out of pocket expenses

In addition to clause 5.1, the Hirer agrees to reimburse NUservices for any reasonable out-of-pocket expenses that may be incurred (whether such expenses are incurred by NUservices or the University) in relation to the Hirer's use of the Venue, such as extra cleaning services, or overtime for an attendant or security.

### 5.3 Payment

- a) NUservices will issue an invoice to the Hirer in respect of any additional charges or reasonable out of pocket expenses. The Hirer agrees to pay the NUservices's invoice in full within 30 days of receipt of the invoice.
- b) A failure of the Hirer to comply with clause 5.3(a) of this Agreement will be deemed to be a debt to NUservices which is immediately due and payable.

## 6. Indemnity and insurance

### 6.1 Hirer's indemnity

The Hirer is liable for and indemnifies NUservices and the University from and against all actions, claims, demands, losses, damages and expenses for which NUservices or the University may be or become liable or suffer in respect of:

- a) damage to the University or NUservices property arising out of or in the course of the Function, except to the extent it is caused or contributed to from the negligence or default of NUservices;
- b) injury to or death of any persons arising out of or in the course of the Function, except to the extent it is caused or contributed to from the negligence or default of NUservices;

- c) damage or injury caused or contributed to by the acts or omissions of the Hirer's contractors;
- d) any infringement of rights under copyright in connection with the performance, display or transmission of musical, artistic or dramatic work, as a result of or in connection with the Hirer's use of the Venue;
- e) any breach of any law by the Hirer in connection with the Function; and
- f) any breach of this Agreement by the Hirer.

The Hirer agrees that the University may enforce its right to be indemnified under clause 6.1 of this Agreement directly against the Hirer in any context, setting or avenue, as if it was a party to this Agreement or, at its discretion, permit NUservices to enforce its rights on its behalf.

## **6.2 Insurance**

- a) The Hirer must obtain the following insurance:
  - i) insurance covering liability for claims for personal injury or death, and damage to property, arising in respect of the Hirer's obligations under this Agreement, however caused, with such insurance providing cover in respect of each and every occurrence for an amount not less than \$20,000,000, and in respect of public liability must be unlimited as to the number of claims which can be made; and
  - ii) workers' compensation insurance as required by law or workplace personal injury insurance.
- b) The Hirer must not do, or permit to be done, anything which may invalidate or affect the rights of NUservices or the University to make a claim under any of NUservices's, the University's or the Hirer's insurance policies.
- c) The Hirer must give to NUservices certificates of currency for the insurance policies required by this Agreement at least 14 days before the Function Date.

## **6.3 Exclusion of liability**

Neither NUservices or the University accept any responsibility for any loss or damage to the property of the Hirer or any third party.