

# VENUE HIRE AGREEMENT 2020



## TERMS AND CONDITIONS

### 1. VENUE HIRE

#### 1.1 Agreement to Hire

- a) In consideration for the payment by the Hirer to the University of the Hire Fee, the University 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.
- b) 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.
- c) 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 the University on account of the Hire Fee within 30 days after the Hirer receives an invoice for the Deposit from the University.
- b) The Hirer's booking is confirmed once the University receives the Deposit in accordance with clause 1.3(a).

#### 1.4 Balance of Hire Fee

At least 10 business days before the Function Date, the Hirer must pay to the University the Hire Fee less the Deposit paid under clause 1.3. The University will issue an invoice to the Hirer in respect of this amount.

#### 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) The University 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 the University within 10 business days after the Function Date.
- c) The Hirer must pay the Ticketing Fee to the University within 30 days after the Hirer receives an invoice for the Ticketing Fee from 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 the University:
  - 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. The University will also refund the other 50% of the Hire Fee if already received by the University.

#### 2.2 Cancellation by the University

- a) The University may cancel a confirmed booking at any time if there are circumstances beyond the University's reasonable control, or any other event which in the reasonable opinion of the University, causes the Venue to be unsafe or inappropriate to hold the Function.

- b) The University is not 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 the University, the University will refund to the Hirer the Deposit or the Hire Fee amount (if already received by the University).

### **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 the University within 30 days after the Hirer receives an invoice for the fee from the University.

## **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 the University 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 the University in this regard. The University 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 University management and staff whilst on the Venue premises.

### **3.5 Deliveries**

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

### **3.6 Invitees**

The University 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.

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

- a) Unless otherwise approved by the University, 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 the University.
- 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 University's prior written consent.
- c) The Hirer must not interfere with or alter any of the University'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 the University's 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, without obtaining the University's prior written permission to do so.
- h) The Hirer will not reproduce or make use of any of the University's branding or logos in marketing material or otherwise, without obtaining the University's prior written permission to do so.

### **3.11 Objectionable or dangerous activities**

- a) The University may at its sole discretion, prohibit, cancel or stop without notice any performance, function or activity which is objectionable, dangerous, illegal or detrimental to the reputation of the University.
- b) The University reserves the right to remove any person from the Venue immediately if their behaviour is deemed by the University to be offensive, illegal, disorderly, riotous, dangerous or in breach of any relevant law.

### **3.12 Capacity**

The University 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.

## **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 the University's site induction before entering it; and
- b) all entrances, exits (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 the University 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 the University for any reasonable out-of-pocket expenses that may be incurred 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) The University 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 University'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 the University which is immediately due and payable.

## **6. INDEMNITY AND INSURANCE**

### **6.1 Hirer's indemnity**

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

- a) damage to the University's 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 the University;

- 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 the University;
- 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.

## **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 the University to make a claim under any of the University's or the Hirer's insurance policies.
- c) The Hirer must give to the University certificates of currency for the insurance policies required by this Agreement at least 14 days before the Function Date.

## **6.3 Exclusion of liability**

The University accepts no responsibility for any loss or damage to the property of the Hirer or any third party.