

Venue booking request

Contact Details

Company/club/organisation Name: _____

First name: _____ Last name: _____

Address: _____

Mobile: _____ Phone: _____

Email address: (Confirmation and Invoice will be sent to this email address) _____

Booking Details

Date & Time From: _____ am pm To: _____ am pm

Room/s required	No of attendees	Setup style	Additional resources (AV, furniture)

Date & Time From: _____ am pm To: _____ am pm

Room/s required	No of attendees	Setup style	Additional resources (AV, furniture)

Do you require internet access? yes no
 (please note: name, email address and phone numbers of those accessing the internet will be required by Federation University Australia ITS)

Are you intending to play music in the foyer of our venue? yes no

Hire Agreement

As the Hirer, I acknowledge that I have read these Conditions of Hire and agree to be bound by them and to fully comply with them from the date of signing below.

Signature: _____ Date: _____

1. Venue / Room Hire

- a) Subject to these Conditions of Hire, the University agrees to permit the Hirer's non-exclusive use of the Venue during the Term and the Hirer agrees to pay the Fees to the University.

2. Term of Hire

- a) The Term of Hire is for the period specified in the Schedule.
- b) Any extension of the Term beyond this period will be at the sole discretion of the University.

3. Pricing and Payment

- a) The Hirer must pay the Fees to the University on the terms specified in the University's invoice.
- b) A Hirer's obligation to pay GST is subject to a valid Tax Invoice being delivered to the Hirer by the University.
- c) The Fees are non-refundable.
- d) A 10% deposit will be required to secure and confirm your booking.

4. Risk and Liability

- a) The Hirer's use of the Venue is solely at the Hirer's own risk. The Hirer acknowledges and agrees that the University has no liability for any claims, damages, losses, costs, and expenses arising out of or connected to the Hirer's use of the Venue.
- b) Before using the Venue the Hirer must assess the risks associated with the use of the Venue and implement appropriate risk control measures.
- c) The Hirer shall be responsible for and shall pay to the University the cost of any damage beyond fair wear and tear to the University's property, fittings, furniture, curtains and equipment caused as the result of the Hirer's use of the Venue. The extent of any such damage will be determined by the University's Representative.
- d) The Hirer must maintain the Venue in a neat and tidy condition at all times during the Term.
- e) No floors, walls, or any parts of the Venue may be broken or pierced by nails, screws, or other means.
- f) No scenery, fittings, decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung or displayed in the Venue without the prior consent of the University's Representative.

5. Occupational Health and Safety

- a) The University is committed to ensuring the safety of all employees, contractors, students and visitors. The Hirer must support this commitment by ensuring that it does not pose any unusual or unexpected risks for people on the University's premises.
- b) The Hirer must comply with all requirements of the Occupational Health and Safety Act 2004 and all University policies and procedures relating to occupational health, safety and security in effect at the Venue. This obligation extends to all procedures which are notified to the Hirer by the University or which might reasonably be inferred by the University in all the circumstances. The Hirer shall obey any safety direction provided by a member of the University staff or agent thereof.
- c) The Hirer must not admit persons to the Venue in excess of any normal capacity numbers specified in the Schedule.
- d) The use of open flames is strictly prohibited. The Hirer must not light matches, lighters, candles or lanterns inside any University building.
- e) The Hirer must complete the University's Incident Report form for all accidents or injuries that occur within any part of the Venue during the Term and submit it to the University's Representative within 24 hours of the accident or injury.

6. Venue Access

- a) The University will grant the Hirer access to the Venue during the Term.

- b) During that part of the Term when patrons are admitted all doors of the Venue must be kept unlocked and ready for use as escape doors in case of emergency evacuation.
- c) During that part of the Term when patrons are not admitted all doors other than those essential to the operation of the Venue shall be kept locked in the interest of security.
- d) The University's Representative and any person or persons duly appointed by him/her shall at all times be entitled to free access to every part of the Venue.
- e) The Venue is equipped with a security monitoring system. The University's Representative will inform the Hirer about the operation of the security monitoring system at the Production Meeting.
- f) Should the Hirer accidentally set off an alarm that results in the fire brigade attending these charges will become the responsibility of the Hirer.

7. Catering

- a) If catering is required the Hirer will need to make arrangements with University caterers. External catering is not permitted without permission from the University's Representative.

8. Alcohol and Smoking

- a) No alcoholic or intoxicating liquor or beverages shall be brought into or consumed within the Venue without the prior written consent of the University's Representative and then only in accordance with the conditions of that consent.
- b) Should the Hirer plan a function requiring the dispensing of alcoholic beverages he/she is required to obtain a liquor licence from the relevant authority. Such licence must be produced to the University's Representative before the function will be permitted.
- c) Smoking is not permitted in any University building. All signs relating to smoking must be observed by the Hirer.

9. Legal Compliance and Permits

- a) The Hirer's use of the Venue must comply with all applicable Laws.
- b) The Hirer must, at the Hirer's cost, obtain all applicable permits, approvals and licences applicable to the Hirer's use of the Venue.
- c) The Hirer must pay all royalty fees or other charges to any person or body in relation to the Hirer's use of the Venue.
- d) Performance of music may require the hirer to seek licensing, contact onemusic.com.au for information

10. Production Meeting

- a) The Hirer and the University's Representative may be required to attend a Production Meeting at the Venue prior to the commencement of the Term.

11. Insurance

- a) The Hirer must not neglect to do or permit to be done anything which will affect the University's insurance policies in relation to theft, fire or public risk.

12. Indemnities

- a) The Hirer irrevocably and unconditionally indemnifies and agrees to keep indemnified the University and its officers, employees, consultants and students:
 - i. from and against any breach of these Conditions of Use and all liability, loss, harm, damage, cost or expense, including legal fees on an indemnity basis, which the University may suffer or sustain as a result of any act or omission by the Hirer or any of its officers, employees, members, volunteers consultants, clients, customers or patrons, except to the extent that the liability, loss, harm, damage, cost or expense arises from the University's negligent or unlawful acts or omissions; and

- ii. from and against any infringement of copyright or performance rights in connection with the performance of any musical, literary, or dramatic work at the Venue.

13. Car Parking

- a) Hirers and their patrons must observe signs relating to parking. The provisions of the Road Safety Act 1986 applies to University campuses and the University has power to issue infringement notices to drivers who do not observe such signs.
- b) It is the Hirers responsibility to inform patrons of University parking regulations.
- c) It is understood that parking on any grassed areas is prohibited.

14. COVID-19 Requirements

- a) The Hirer must provide the University with a detailed COVIDSafe plan prior to a booking being confirmed
- b) The Hirer must ensure COVIDSafe practices are implemented and actively promoted throughout the Term
- c) It is the Hirers responsibility to ensure that all patrons check-in using the QR codes located within the Venue on arrival
- d) The Venue will operate in line with current government COVID capacity restrictions

15. Definitions:

- “Fees” means the fees payable by the Hirer to the University as outlined in the Schedule.
- “Hirer” means the Party identified as the Hirer in the Schedule.
- “Law” means any requirement of any statute, rule, regulation, proclamation, ordinance or local law, whether State, Federal or otherwise.
- “Parties” means the Hirer and the University.
- “Party” means the Hirer or the University.
- “Production Meeting” means the meeting between the Hirer and the University’s Representative prior to the commencement of the Term.
- “Term” means the period of hire as outlined in the Schedule.
- “University” means Federation University Australia.
- “University’s Representative” means the person appointed by the University to act on its behalf as identified in the Schedule.
- “Venue” means the facility requested by the Hirer as identified in the Schedule.