MONASH UNIVERSITY VENUES
Venue Hire Policy

A. VENUE CONDITIONS

1. BOOKING PROCESS

1.1 At the time of making the Booking Request the Hirer may be required to produce to the University evidence of the aims and objectives of the club for which the Booking Request is made.

1.2 Where the Venue is available for hire, the University will send the Email of Confirmation to the Hirer. The times stated in the Email of Confirmation represent the earliest time the Venue may be available to the Hirer and the latest time by which the Hirer is expected to have cleared the Venue. Occupation by the Hirer outside these times may incur additional charges. For the avoidance of doubt, provision of the Booking Quote by the University does not constitute a booking or reservation for the Hire Period. There will be no formal booking or reservation unless and until the Email of Confirmation is provided by the University to the Hirer.

1.3 The Hirer warrants that it has not issued to any persons in advance any publicity relating to the use of the Venue prior to receiving the Email of Confirmation from the University.

1.4 The Hirer must supply appropriate and accurate documentation, including but not limited to Safe Work Method Statement, Liquor Licence and proof of Third Party Inductions where required, at least 2 weeks, 10 working days prior to the Hire Period commencing.

2. DEPOSITS AND PAYMENT

2.1 A valid tax invoice for the Hire Fee and any Extra Fee (Invoice) will be sent before or after the Hire Period, at the University's discretion. The unpaid balance of the amount Invoiced is payable by the Hirer to the University within thirty (30) days of receipt. Any dispute regarding an Invoice must be notified to the University within seven (7) days of issue of the Invoice.

2.2 Future bookings may be refused to any clubs and societies, who fail to pay outstanding Invoices promptly on request.
3. CANCELLATIONS BY THE HIRER

3.1 Any cancellations or changes to the meeting room requests must be advised to the Monash University Venues office meeting rooms are in high demand.

3.2 If the Hirer were to need to change the Hire Period:

3.2.1 the University will attempt to accommodate a new Hire Period for the Venue or an alternate venue that may be suitable, subject to availability, but gives no assurances in this regard.

4. VENUE SAFETY PROCEDURES

4.1 The Hirer must complete a safe work method statement and risk analysis when required by the University. This must be completed by the Hirer or the Hirer’s Personnel, as appropriate, within a reasonable time before the Hire Period commences.

4.2 If the Hirer is to engage an external contractor for the Event, the Hirer must:

4.2.1 advise the University of the contractor’s name and type at least 2 weeks, 10 working days before the Hire Period commences; and

4.2.2 ensure that the contractor:


(b) completes the occupational health and safety and site-specific online induction program in accordance with the instructions at http://adm.monash.edu/fsd/contractor/ no later than 3 business days prior to coming onto the Venue; and

(c) takes out and maintains for the Hire Period public liability insurance (including making all premium payments and disclosures at the times required) with a minimum cover of $10 million, which must include covering an “Occupier’s Liability” for all claims for property damage or personal injury linked to the Hirer’s use of the Venue. Confirmation of appropriate cover must be supplied to the University at least 2 weeks, 10 working days prior to the start of the Hire Period.

4.3 If the external contractor does not satisfy the matters set out in clause A.4.2.2, the University may terminate the Agreement.

5. VENUE SET-UP

5.1 Hirers requiring audio and/or visual facilities shall submit a list of these requirements to the University, through the on line booking form The University must approve the rigging of the requirements in clause A.1.1.

5.2 When required by the University to do so, the Hirer must nominate a technician and supporter to come to the Venue, at least 5 business days before the Hire Period commences, to review the equipment to be used at the Venue. The Hirer is to ensure that nothing is loaded onto the computers in the Venue by anyone other than the University computer technician approved by the University.
5.3 No additional electrical equipment shall be brought into the Venue without prior approval of the University. Any electrical equipment brought into the Venue must have a current test tag attached.

5.4 In some cases the University may be able to provide staff to assist the Hirer with its obligations under this clause A.5. This must be arranged in advance and the Hirer must pay the University full costs of any staff provided.

5.5 The Hirer must ensure any trees, plants and garden beds are not damaged in any way as a result of the hiring of the Venue.

5.6 Marquees are not to be set up with pegs and stakes. Sandbags and water barrels must be used.

5.7 No placard, poster or other advertisement relating to the Event shall be placed or affixed anywhere at the University's premises inside or outside the Venue except upon the notice boards provided for this purpose and specifically assigned to the Hirer by the University.

6. **CATERING**

6.1 The Hirer must ensure that no food or beverage is to be provided or consumed in any teaching-related Venue without the prior written consent of the University.

6.2 The Hirer must ensure that appropriate plastic sheeting is placed under any BBQs before use to prevent spillage of grease or fat and that all rubbish is placed in bins provided and not stacked alongside.

6.3 The Hirer must obtain the prior written consent of the University if:

6.3.1 external caterers will be engaged for the Event;

6.3.2 the Hirer will provide its own catering; or

6.3.3 alcohol will be served at the Venue.

6.4 The Hirer must ensure that all necessary Approvals are obtained in respect of serving or selling food (eg Hot and Cold Food Permit) and/or alcohol at the Venue.

6.5 Food and drink shall be consumed only in those parts of the Venue as are authorised by the University.

6.6 The Hirer must ensure that any caterer it engages is registered and licensed for the purpose of providing catering services at the Venue for the Hire Period.

6.7 The Hirer must provide the University with a copy of:

6.7.1 at least 7 days before the Hire Period commences, all Approvals relating to serving of food and/or alcohol at the Venue; and

6.7.2 upon request, all other applicable Approvals.

7. **GOOD ORDER AND SECURITY**

7.1 Should security personnel become necessary, the Hirer shall arrange for crowd control guards through the University's security services at the Hirers cost.

7.2 If alcohol is consumed at the Venue, the number of security officers as stipulated by the University must be in attendance.
7.3 The Hirer acknowledges that where security officers are required by the University, they must be in attendance at the Venue until the end of the Event.

7.4 If reasonably required, the Venue manager or another person delegated by the University may arrange for police attendance or direct the Hirer to do so at the cost of the Hirer.

8. TRADING

8.1 All rights to trading in the Venue are retained by the University and no sale of goods, programmes, services or business of any kind may be conducted unless prior written permission has been given by the University.

8.2 No food or beverage shall be sold at the Venue unless it is in accordance with clause A.6 and prior written consent has been given by the University.

9. MUSIC

9.1 Unless otherwise agreed by the University, music is only permitted between the hours of 1pm and 2pm to avoid disrupting lectures and offices in the surrounding area, and should be limited to 80 decibels.

10. EVENTS

10.1 RUNNING TIMES

10.1.1 The Hirer, or the Hirer’s representative, must be in attendance at the Venue for the entire Hire Period.

10.2 CONTENT OF EVENT

It shall be at the discretion of the University to require the Hirer to supply either a full detailed written or printed statement or program or a synopsis not less than fourteen (14) days prior to the Hire Period commencing showing precisely what is to be done and to take place during the Hire Period.
B. UNIVERSITY CONDITIONS

1. DEFINITIONS AND APPLICATION

1.1 In these Standard Conditions:

1.1.1 Agreement means the agreed terms between the University and the Hirer as set out in these Standard Conditions the Booking Request, and the Email of Confirmation;

1.1.2 Approval means any permit, licence or consent required by Law;

1.1.3 Attendees means any persons who at any time are in or upon the Venue with the consent (express or implied) of the Hirer (including its Personnel) except for persons who are separately in or upon the Venue with the express consent of the University;

1.1.4 Booking Confirmation means a written notification from the University to the Hirer confirming the University's entry into the Agreement, such as a letter of confirmation;

1.1.5 Booking Quote means a written notification from the University to the Hirer (such as a letter of offer, a letter of quote, an event sheet or a tentative booking sheet) stating:

(a) that the Venue is available for hire;

(b) the proposed Event, including the anticipated number of Attendees;

(c) the proposed Hire Period for the purposes of the Event;

(d) the proposed Hire Fee; and

(e) any Extra Fee applicable in respect of the proposed hire of the Venue for the purposes of the Event;

1.1.6 Booking Request means the standard application form supplied by the University to persons who wish to hire a venue at the premises of the University, as completed by such persons;

1.1.7 Bump-In Time means the period of time allowed by the University for preparing the Venue for the Event;

1.1.8 Bump-Out Time means the period of time allowed by the University for restoring the Venue to its original condition following the Event;

1.1.9 Event means the event to be held by the Hirer at the Venue pursuant to the Agreement, including its purpose, the event type and the anticipated number of Attendees as identified in the Booking Request and the Booking Quote;

1.1.10 Extra Fee means the amount representing any additional fees over and above the Hire Fee, payable by the Hirer, in respect of the Event, including for the provision of catering services, cleaning services, fax, photocopying and phone usage, equipment (including audio-visual equipment, video conference units, laptops, electronic whiteboards, flip charts and videocassette recorders), furniture, staffing for preparing the Venue and for restoring the Venue to its original condition and duty officers and security guards for staffed events, as specified in the Booking Quote and/or otherwise communicated to the Hirer from time to time;
1.1.11 **Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

1.1.12 **Hire Fee** means the amount representing the hiring fee payable by the Hirer to the University for the hire of the Venue for the purposes of the Event as specified in the Booking Quote and/or otherwise communicated to the Hirer;

1.1.13 **Hire Period** means the period of hire for the Venue as specified in the Booking Quote or otherwise in the Booking Request and includes the Bump-In Time and Bump-Out Time;

1.1.14 **Hirer** means the applicant as identified in the Booking Request;

1.1.15 **Law** means:

(a) principles of law or equity established by decisions of courts;

(b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency; and

(c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law;

1.1.16 **Personnel** means the employees, officers, agents and contractors of a person (including any such personnel acting in a voluntary capacity);

1.1.17 **Standard Conditions** means these standard conditions of hire comprising Parts A and B;

1.1.18 **University** means Monash University ABN 12 377 614 012; and

1.1.19 **Venue** means the premises (including rooms, theatres, performance spaces, laboratories, facilities and function areas) as specified in the Booking Request or as otherwise advised to the Hirer by the University.

1.2 The Booking Request shall be submitted to the University and, if applicable, signed by the Hirer stating the purpose for which the Venue is required and the days and times during which it is to be occupied.

1.3 When the Booking Request is made on behalf of an organisation or body of persons, the Hirer shall be that organisation or body of persons as well as the individual who actually completes the Booking Request and submits it to the University (and that individual is hereinafter included in the term “the Hirer”). By submitting a Booking Request on behalf of an organisation or body of persons, the individual responsible for the submission warrants that he or she has the authority to submit the Booking Request on behalf of the organisation or body of persons and that he or she also consents to enter into the Agreement personally.

1.4 The University reserves the right to refuse any Booking Request and/or signed Standard Conditions it receives without assigning a reason.

1.5 Where the Hirer is a natural person, he or she must be eighteen (18) years of age or over. The Booking Request may only be submitted by a person eighteen (18) years of age or over.
2. **BOOKING LICENCE**

2.1 Subject to the provisions of the Agreement, the University grants to the Hirer a non-exclusive licence to enter and use the Venue, during the Hire Period, for the sole purpose of undertaking the Event, including, during any Bump-In Time and Bump-Out Time for the sole purpose of respectively preparing the Venue for the Event and returning the Venue to its original condition following the Event.

2.2 Subject to the provisions of the Agreement and pursuant to the licence granted under clause B.2.1, the Hirer may during the Hire Period allow Attendees to enter and use the Venue for the purposes for which the Hirer is permitted to use the Venue.

2.3 The Hirer must ensure that the Attendees vacate the Venue by the end of the time allotted for the Event and that it vacates the Venue by the end of any Bump-Out Time. If the Venue is not vacated as such, the Hirer shall be liable to pay to the University an additional hiring fee equivalent to such part of the fee as would be applicable had the Hirer entered into a contract of hire for the extended period.

2.4 The parties acknowledge that the Agreement:

2.4.1 creates rights in contract only;

2.4.2 does not create a tenancy or any other estate or interest in or over any part of the Venue; and

2.4.3 does not create any relationship between the University and the Hirer other than that of licensor and licensee.

3. **CANCELLATIONS BY THE UNIVERSITY**

3.1 The University may prior to the Hire Period commencing terminate the Agreement, notwithstanding that monies may have been paid in connection therewith, and return to the Hirer all monies so paid.

3.2 The University has the discretion to terminate the Agreement if it deems the Event to be objectionable or dangerous or detrimental to the reputation of the Venue or the University. It shall also be in the University’s discretion to direct the return to the Hirer of any monies paid in respect of the Agreement, less any expenditure undertaken on the Hirer’s behalf.

3.3 While every effort will be made by the University to ensure venue allocations are consistent with those communicated at the time of the Booking Request, the University reserves the right to assign an alternative venue where the nominated venue is inappropriate or unavailable due to circumstances beyond the University’s control. The Hirer will be notified of such a change.

3.4 Where the payment of an outstanding account by the Hirer pursuant to the Agreement has not been received by the University less than seven (7) days prior to the Hire Period commencing, the University has the discretion to terminate the Agreement. The Hirer will remain liable to pay any outstanding account it owes to the University.

3.5 The Hirer hereby agrees to accept and to be held to have consented to any termination pursuant to clauses B.3.1, B.3.2 and B.3.4 and to have no claim at law or in equity for loss or damage as a consequence thereof.

3.6 The University may cancel any part of the Event where the Hirer fails to meet its obligations under the Agreement.
3.7 The University may immediately terminate the Agreement, even during the Hire Period, if it reasonably believes the Agreement has been or is being breached and the Hirer has not remedied the breach within the time period nominated by the University after being directed by the University, verbally or otherwise, to do so.

3.8 Other than in relation to clause B.3.1, the Hirer will be liable to the University for the entire Hire Fee plus any Extra Fee in the event that the Agreement is terminated in accordance with this clause B.3.

4. UNIVERSITY SAFETY PROCEDURES

4.1 The Hirer agrees to comply with and observe the following safety procedures:

4.1.1 The Venue, as a workplace, is subject to the Occupational Health and Safety Act 2004 (Vic). This act places the onus on the University’s management to provide and maintain a working environment that is safe and without risks. The Hirer shall at all times ensure that the requirements under the Occupational Health and Safety Act 2004 (Vic) are adhered to and where necessary consult with the University’s Occupational Health and Safety Officer or representative for direction or assistance to ensure that such requirements are adhered to.

4.1.2 Lit candles and naked flames of any description will not be permitted at the Venue unless prior written permission is obtained from the University. Where such permission is obtained, the Hirer shall be liable for the cost of an additional technician to supervise the safety of Attendees, equipment and the Venue.

4.1.3 The Hirer shall be liable for the entire cost of any fire emergency alarms which result in emergency services attendance at the Venue where the alarms have been caused by the Hirer or any Attendees (including, for the avoidance of doubt, the Hirer’s Personnel assisting during any Bump-In Time and Bump-Out Time).

4.1.4 The Hirer agrees, and will ensure that all Attendees agree, to abide by any conditions of entry to the Venue, which are on display in the Venue. The Hirer will support the University and University staff and where necessary apply the rules as required ensuring that Attendees observe and respond to these conditions, particularly where they relate to public safety requirements.

4.2 In the event of a declared emergency, the University may require the Hirer and the Attendees to immediately evacuate the Venue.

4.3 The Hirer must ensure that all exits at the Venue are free from obstructions and accessible at all times.

5. TRANSFER OR ASSIGNING OF HIRING

5.1 The Hirer shall not transfer or assign the Agreement or any part of it to another person without the prior consent in writing of the University. The University may assign the Agreement or any part of it to any other person at any time.

5.2 The Agreement binds and benefits the parties and their respective successors and permitted assigns under clause B.5.1.

5.3 The parties agree that the University may delegate its rights under the Agreement to an authorised representative and that any consents, instructions and notices provided by such authorised representative in respect of the Agreement are deemed to be provided by the University.
6. OBSERVANCE OF LAWS

6.1 The Hirer shall ensure that the Event is conducted in accordance with:


6.1.2 all guides and policies of the University applicable to the Venue, which may include:


(b) Information Technology Use policy, particularly with regard to audio-visual PC and the need for any specialised software to be re-installed on daily basis, available at http://www.policy.monash.edu/policy-bank/management/its/it-use-policy-staff-and-authorised.html; and


For the avoidance of doubt, in conducting the Event the Hirer must not engage in any conduct which, if engaged in by the University, would breach any of the Laws, Approvals, guides or policies referred to in this clause B.6.1.

7. INFRINGEMENT OF COPYRIGHT

7.1 The Hirer shall indemnify the University against any infringement of copyright or performance rights in connection with the performance or sharing of any musical, literary, dramatic or any other work in the Venue and its environs. If any copyright work is used, reproduced, displayed, broadcast or performed at the Venue, the Hirer must ensure that an appropriate licence from the relevant entity, such as the Australasian Performing Right Association or the Phonograph Performance Company of Australia Ltd, is obtained. If a Hirer chooses to use any other copyrighted material the Hirer must obtain the relevant permission from the owner of the copyright before the Hire Period commences.

8. INSURANCE

8.1 Prior to the start of the Hire Period, the Hirer shall take out and maintain (including making all premium payments and disclosures at the times required) public liability insurance for the Hire Period with a minimum cover of $10 million, which must include covering an “Occupier’s Liability” for all claims for property damage or personal injury linked to the Hirer’s use of the Venue. Confirmation of appropriate cover must be supplied to the University at least twenty one (21) days prior to the start of the Hire Period. The Hirer acknowledges that the University’s public liability insurance is only to cover claims against the University, not the Hirer and the Attendees.

8.2 The Hirer is responsible for Work Cover and/or all other obligations relating to its Personnel at the Venue and for the Event. Likewise the Hirer is liable for loss or damage to all property used or on site at the Venue.
8.3 In arranging its insurance, the Hirer is advised to consider its liabilities under clauses B.8.1 and B.8.2.

9. **VENUE USAGE & DAMAGE TO BUILDING AND EQUIPMENT**

9.1 The Hirer must ensure any Bump-In Time and Bump-Out Time allow for adequate set-up and break-down time and that the Venue is left in the condition in which it was before the Hirer first gained access to the Venue. The Hirer shall be responsible for the maintenance and preservation of good order in the Venue and its environs throughout the whole duration of the Hire Period.

9.2 The Hirer must ensure that noise levels at the Venue are kept to a reasonable level at all hours.

9.3 The Hirer must not:

9.3.1 interfere with the electrical, lighting or audio installations at the Venue;

9.3.2 interfere with any structural aspect of the Venue;

9.3.3 undertake any other work (Works) at the Venue without prior written consent of the University in relation to the Works to be conducted and the Personnel to be used to undertake such Works.

9.4 The Hirer must comply with any conditions imposed by the University in relation to the Works.

9.5 The Hirer must at the end of the Hire Period return the Venue to the state it was in prior to any Works being undertaken, subject to any prior written agreement with the University to the contrary.

9.6 The Hirer indemnifies the University from any costs or damages arising as a direct or indirect result of the Works.

9.7 The Hirer shall be responsible for and liable to pay to the University on demand any costs incurred by the University (including cost of labour, materials and replacement equipment):

9.7.1 in making good any damage to the Venue or other equipment, facilities or services provided by the University, including any property, floors, fittings, fixtures, furniture, curtains and any other equipment (mechanical, electrical or otherwise) (Venue Damage); and

9.7.2 for any cleaning required, as a result, directly, or indirectly, of use of the Venue by the Hirer or the Attendees.

9.8 The Hirer must ensure that:

9.8.1 no floors, walls, or any parts of the Venue may be broken or pierced by nails, screws or other means, or damaged by sticking posters or placards to them; and

9.8.2 no scenery, fittings, smoke machines, pyrotechnic devices, slide or film projection apparatus, electrical or TV installation, decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung or displayed in or on the Venue without the prior written consent of the University.
The Hirer will be liable to pay the University for any additional insurance, and increase in any of the University's insurance premiums, resulting from such activity.

9.9 The Hirer will replace, at the Hirer's cost, any University property that is deemed by the University to be damaged beyond reasonable repair as a result, directly, or indirectly, of use of the Venue by the Hirer.

9.10 In the event that the Venue Damage is to such an extent that it affects another hirer's use of the Venue or requires another booking to be cancelled, the Hirer will be liable for all costs and losses incurred by the University (in addition to those described in clauses B.9.7 to B.9.9) including refunds of deposits, hiring fees and other loss of revenue.

9.11 The Hirer is required to leave the areas used, including entry areas, car parks and surrounding areas in a clean and tidy condition prior to vacating the Venue. The Hirer is required to respect the amenity of nearby staff and residents when leaving the Venue by keeping noise to a minimum and by not leaving any rubbish in the vicinity.

10. LIABILITY AND INDEMNITY

10.1 Subject to this clause B.10, the University (including its Personnel) is not liable to the Hirer or the Attendees for:

10.1.1 any interference, disruption or enforced cancellation of any part of the Event, which is caused by any civil disturbance, industrial action, act of God or any circumstance, which is beyond the control of the University; or

10.1.2 any accident, death, injury, loss or damage to any property or person occurring in or about the Venue, except to the extent that the accident, damage, loss, death or injury was caused by the University's negligence or wilful act respectively.

10.2 The Hirer shall indemnify the University against all claims and liabilities suffered or incurred by the University by reason of, in relation to or arising from the entry to or use of the Venue by the Hirer or the Attendees or the failure of the Hirer to perform its obligations under the Agreement.

10.3 Subject to this clause B.10, the maximum aggregate liability of the University for all proven losses, damages and claims arising out of the Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of the amounts paid by the Hirer to the University under the Agreement.

10.4 Any representation, warranty, condition, guarantee or undertaking that would be implied in the Agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by Law.

10.5 Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Hirer by the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.

10.6 To the fullest extent permitted by Law, the liability of the University for a breach of a non-excludable consumer guarantee referred to in clause B.10.5 is limited, at the University's option, to:

10.6.1 the supplying of the Venue again; or

10.6.2 the payment of the cost of having the Venue supplied again.
11. ACCESS TO THE VENUE

11.1 ENTRY TO THE VENUE

11.1.1 During that part of the Hire Period when Attendees are admitted, the Hirer must ensure that all doors are kept unlocked and ready for use as escape doors in case of alarm from fire or other cause.

11.1.2 The Hirer must ensure that the public (other than the Hirer's Personnel involved in setting up for and packing up after the Event) is not permitted into the Venue during any Bump-In Time and Bump-Out Time.

11.1.3 Without limiting any of the requirements in clause B.6, where the Event is publicised as being open to all members of the public, the Hirer must not deny any member of the public from attending the Event unless such attendance breaches or will breach the Agreement.

11.2 ACCESS BY UNIVERSITY OR REPRESENTATIVE

11.2.1 Any person/s duly appointed by the University shall at all times, and notwithstanding any hiring, be entitled to free access to every part of the Venue.

11.3 ACCESS BY THE HIRER

11.3.1 Notwithstanding any hiring, the building housing the Venue and surrounding areas will always remain under the control of the University and it has the discretion to prohibit access by the Hirer and the Attendees to operational areas such as, but not limited to, bio-box, storerooms, plant rooms, workshop, offices and refreshment bars.

12. PHOTOGRAPHS AND RECORDINGS

12.1 Any photography or recording by any means in the Venue is not permitted without the prior written consent of the University.

13. TOUTING, HAWKING AND CANVASSEING

13.1 Calling out aloud, spruiking or touting in relation to any entertainment or engagement shall not be permitted inside or within the environs of the University, except by permission in writing from the University.

13.2 Hawking and canvassing on the Venue and any other University property is prohibited, except where the prior written approval has been given by an authorised University representative.

14. GAMBLING

14.1 No game of chance at which either directly or indirectly money is passed as a prize shall take place in any area of the Venue.

14.2 No raffle may be conducted in the Venue without prior approval in writing from the University and then only if appropriate registration with the relevant casino and gaming Government Agency has been obtained by the Hirer and sighted by the University.

15. ADMITTING PERSONS IN EXCESS OF CAPACITY

15.1 The Hirer must ensure that the Venue contains adequate seating arrangements for the expected number of Attendees and that the number of persons in the Venue does not exceed the capacity of the Venue. The University has the discretion to prevent the
commencement of or halt the Event should the capacity be exceeded or the doorways not be clear.

15.2 To the extent permitted by Law, the University is not liable to the Hirer or to any other person under the *Occupational Health and Safety Act 2004* (Vic) if the number of attendees at a function exceeds the capacity of the Venue.

16. ADVERTISEMENTS

16.1 The University reserves the right to reject any display that does not conform to a reasonable standard of presentation or which the University judges in its absolute discretion to be unacceptable.

16.2 The Hirer must not couple the name of the University or any University trade marks (whether registered or unregistered) with any promotional material sales or advertising without the prior express permission of the University, except for naming the Venue of the Event.

16.3 The University reserves the right to view all advertising material prior to publication by the Hirer.

17. DISPUTES

17.1 In the event of any dispute or differences arising as to the interpretation of the Agreement, or as to any matter or thing herein contained, or as to the meaning of any of these Standard Conditions, the decision of the University thereon shall be final and conclusive.

18. ANIMALS

18.1 No animals shall be permitted in the Venue or its environs without prior written consent of the University with the exception of guide and hearing dogs, which are permitted in public places at all times.

19. SMOKING

19.1 The University has adopted a smoke-free policy. A total ban on smoking applies in the Venue and in all University buildings and in all University vehicles. The Hirer must ensure that smokers do not stand in the vicinity of any building entrances, exits or air intakes to buildings and that they dispose of cigarette butts in an environmentally friendly manner and, where possible, use the receptacles that the University provides for this purpose. The Hirer must advise the Attendees of these requirements.

20. PRIVACY

20.1 The University collects the information in the Booking Request for the purpose of registering the Event. The personal information included in the Booking Request will only be used to communicate with the Hirer. The information will not be disclosed by the University, except as required by law and in particular will not be disclosed to others for marketing purposes.

21. MANAGEMENT OF VENUE

21.1 The Hirer shall forthwith obey, and ensure the Attendees obey, all directions or orders given the University as to the management of the Venue and the Events being conducted therein.
22. BREACH OF CONDITIONS

22.1 The University may expel from the Venue the Hirer and any Attendees who breach the conditions of the Agreement and the Hirer must indemnify the University for any cost incurred as a result.

I have read, understood and accept these Terms and Conditions on the behalf of my Club and Society

☐