



MONASH UNIVERSITY VENUE SERVICES STANDARD CONDITIONS OF HIRE

Monash University
Wellington Road, Clayton, Victoria.

1. PARTIES

The Parties to this Agreement are Monash University (ABN 12 377 614 012) of Wellington Road, Clayton, VIC 3800 acting through Monash University Venue Services (**University**) and the individual or legal entity whose name appears on the attached Application for Hire (**Hirer**).

2. DEFINITIONS

In these Conditions:

Application for Hire means the standard application form supplied by the University to persons who wish to hire a venue at a premises of the University, as completed by such persons.

Bump-in Time means the time which Hirer may access the Venue to set up for the Event until the commencement of the Event.

Bump-out Time means the time from when the Event is concluded until Event pack up is completed and in which case the Hirer must vacate the Venue.

Business Day means any day other than a Saturday, Sunday, Monash University holidays or public holiday under the *Public Holidays Act 1993* (Vic) observed by the University.

Conditions means these Standard Conditions of Hire.

Email of Confirmation means the communication from the University to the Hirer confirming the booking requested by the Hirer and other details of the Event.

Event means the event to be held by the Hirer at the Venue pursuant to the Hire Agreement, including its purpose, the event type and the anticipated number of patrons as identified in the Application for Hire.

GST means goods and services tax or similar valued added tax levied or imposed in Australia under the GST Act, and any penalties, additional tax or interest payable in respect of that tax.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hire Agreement means the agreed terms between the University and the Hirer as set out in these Conditions, Email of Quote, the Application for Hire and the Email of Confirmation and any appendix, attachment and/or schedule.

Hire Charges 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 Email of Confirmation or otherwise communicated to the Hirer.

Hire Period means the period of hire of the Venue as specified in the Email of Confirmation and includes a period of time allowed by the University for preparing for the Event and restoring the Venue to its original conditions following the Event.

Hirer means the organisation or body of person as identified in the Application for Hire and includes the individual who completes the Application for Hire. A Hirer must be eighteen (18) years of age or over.

Non-Refundable Administrative Fee means the amount to be paid at the time of booking. The Non-Refundable Administrative Fee is \$150.00 (exclusive of GST) as of February 2025.

Patron means any person who at any time are in or upon the Venue with the consent (written 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.

Third Party means any employee, agent, consultant, subcontractor, contractor, supplier, participating artist, performer or person that the Hirer engages to participate in the Event or come onto the Venue.

University means Monash University ABN 12 388 614 012 acting through Monash University Venue Services.

Venue means the premises (including rooms, theatres, performance spaces, facilities, function areas and including without limitation its property, fittings, furniture, curtains, and equipment either mechanical or electrical therein) as specified in Email of Confirmation or otherwise communicated to the Hirer by the University.

3. APPLICATION

- 1.1. An Application for Hire shall be addressed to the University through its online general booking enquiry form and shall be signed by the Hirer or for and on behalf of the Hirer stating the purpose, the Venue and the days and times required.
- 1.2. When the Hirer specified in the Application for Hire is an organisation or body of persons, the Hirer shall state the name of such organisation and the authority of the person making the application. At the time of making the booking, the Hirer may be required to produce to the University evidence of the aims and objectives of the body or organisation for which the booking is made and/or proof of incorporation.
- 1.3. Advice from the University that the Venue is available for hire at a particular time does not constitute a reservation or booking for that time. The University will send an Email of Quote to the Hirer. The times stated in the Email of Quote represent the earliest time the Venue can be made available to the Hirer and the latest time by which the Hirer must vacate the Venue. Occupation by the Hirer outside these times may incur additional charges.
- 1.4. The Hirer must sign and return these Conditions at which point an Email of Confirmation from the University must be given before a legally binding Hire Agreement is created. The Hirer must ensure that it has a copy of the Email of Confirmation at all times while in the Venue.
- 1.5. The University reserves the right to refuse any booking in its absolute discretion for the reasons set out in clause 7.1.

- 1.6. Where an Application for Hire is submitted by a party external to the University and is not connected to the endeavours of the University as an institute of higher education, the application will be subject to a comprehensive evaluation and review by the University in its absolute discretion.

4. DEPOSITS AND PAYMENT

- 4.1. A holding deposit of twenty (20) percent of the entire estimated Hire Charges plus the Non-Refundable Administrative Fee must be paid by the Hirer within fourteen (14) days of the date of the Email of Confirmation to secure the booking.
- 4.2. Notwithstanding any other clauses in these Conditions, bookings made within twenty-one (21) days of the date requested require the entire estimated Hire Charges together with the Non-Refundable Administrative Fee and any anticipated extra expenses to be paid no later than seven (7) days of the date of Email of Confirmation.
- 4.3. Hirers are required to pay the balance of the Hire Charges and/or any anticipated extra expenses within fourteen (14) days of the Event or as specifically set out in the Email of Confirmation.
- 4.4. The University has the discretion to:
 - 4.4.1. waive the need for a deposit or call for a higher deposit up to the amount of the estimated Hire Charges and extra expenses or the Non-Refundable Administrative Fee when the booking is made or at any time between the making of the booking and the date of the Event; and
 - 4.4.2. charge an additional session rate if the Event continues beyond the confirmed Hire Period.
- 4.5. The Hirer shall be liable on demand to the University to pay any further amount to meet the cost of any damage to, or abnormal cleaning of, the Venue or any University property after the conclusion of the Event.
- 4.6. Future bookings may be refused to any societies or groups who fail to pay outstanding accounts promptly on request.
- 4.7. All prices are exclusive of GST. A valid tax invoice will be sent prior to the Event. Accounts are payable in accordance with these Conditions, or the Email of Confirmation or otherwise specified in the invoice received. Any dispute regarding an invoice must be notified to the University in writing within seven (7) days of issue of the invoice.
- 4.8. To the extent any supply made under or in connection with the Hire Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for the taxable supply is increased by the amount of any GST payable in respect of that taxable supply. That amount must be paid either at the same time and in the same manner as the GST exclusive consideration is to be paid or provided, or, if subsequently determined to be payable, at that time.
- 4.9. To the extent that a party is required to reimburse or indemnify the other party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

5. BOOKINGS

- 5.1. A tentative booking will be held by the University for fourteen (14) days. A booking will not be confirmed until the Hirer pays the holding deposit and the Non-Refundable Administrative Fee in accordance with clause 4.1.
- 5.2. The Hirer must not conduct any publicity relating to the use of the Venue prior to receiving the Email of Confirmation from the University.

- 5.3. No event will be progressed without the Hirer supplying all appropriate documentation required by the University from time to time, including but not limited to certificate of insurance, Job Safety Analysis, liquor licence, evidence of event related licences, permits, registrations and proof of third party inductions (if applicable), at least six (6) weeks prior to an event or otherwise advised by the University. The University will not be responsible for any delay, disruption or cancellation of the Event should the Event cannot progress as planned due to the Hirer's unwilling or unable to provide the required documentation as required.
- 5.4. The Hirer may access the Venue at the commencement of Bump-In Time and must vacate the Venue at the conclusion of Bump-Out Time. If the Venue is not vacated and left in the condition required by the Hire Agreement by the Bump-Out Time, the Hirer shall be liable for an additional hiring fee equivalent to such part of the fee as would be applicable had the Hirer entered into an agreement of hire for an extended period as determined by the University in its absolute discretion.

6. CANCELLATIONS BY THE HIRER

The Hirer may request a change to, or cancel, a venue hire booking in accordance with this clause 6.

- 6.1. Where a written cancellation request is received by the University within fourteen (14) days of the date of the Event and the Venue/space is re-booked by the University for the date of the Event, the University will cancel the Hirer's booking and refund any deposit or hire fee paid by the Hirer (but not any other fees or expenses incurred or paid by the Hirer).
- 6.2. Where a written cancellation request is received by the University within fourteen (14) days of the date of the Event and the Venue/space is not re-booked by the University for the date of the Event, the University will retain all monies paid but allow the Hirer to rebook for another date and time within 6 months of the date of the original Event, in which the new event must take place within 12 months of the date of the original Event, subject to the Venue's availabilities, and apply any money paid by the Hirer to the new event. Failing which all monies paid by the Hirer are forfeited.
- 6.3. If the University receives a written request from the Hirer to change the date or time of the Hire Period:
 - 6.3.1. at least fourteen (14) days before the date of the Event, the University will use reasonable endeavours to accommodate the Hirer's request subject to availability of the Venue, failing which the University will cancel the Hirer's booking and refund any deposit or hire fee paid by the Hirer (but not any other fees or expenses incurred or paid by the Hirer); or
 - 6.3.2. within fourteen (14) days of the date of the Event, the University will use reasonable endeavours to accommodate the Hirer's request subject to availability of the Venue, failing which the Hirer may elect to:
 - 6.3.2.1. retain its booking for the original Hire Period; or
 - 6.3.2.2. cancel its booking, in which case clause 6.2 will apply.

For the avoidance of doubt, the University is not obliged to make other venues available to the Hirer should the Hirer request to change the date or time of the Hire Period even if such venue is available.

7. CANCELLATIONS BY THE UNIVERSITY

- 7.1. The University may at any time in its absolute discretion, refuse permission for, or cancel any booking (notwithstanding that monies may have been paid), where the use of the University land and/or facilities is, or is likely to:
 - 7.1.1. be unlawful;

- 7.1.2.pose a security risk;
 - 7.1.3.compromise the University's duties to staff, students and visitors;
 - 7.1.4.be inconsistent with, or not aligned to the objects of the University as defined in Section 5 of the *Monash University Act 2009* (Vic);
 - 7.1.5.be inconsistent with the University's Policies and Procedures;
 - 7.1.6.unreasonably disrupt the operations or activities of the University;
 - 7.1.7.interfere with staff and students enjoyment of their education, research and/or employment;
and/or
 - 7.1.8.involve the advancement of theories or propositions that fall below scholarly standards.
- 7.2. If the University exercises its right under clause 7.1, it must return to the Hirer of any monies paid in respect of the hiring, less any reasonable expenditure incurred on the Hirer's behalf, and the Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage suffered in consequence thereof.
- 7.3. While every effort will be made by the University to ensure venue allocations are consistent with those communicated at the time of the booking, the University reserves the right to assign an alternative venue where the Venue is inappropriate or unavailable due to circumstances beyond the University's control. The Hirer will be notified of such change.
- 7.4. Where the payment of an outstanding account for an event has not been received by the University less than seven (7) days prior to the event, the University has the discretion to cancel the event. The Hirer will remain liable to pay the outstanding account, and the Hirer will have no claim at law or in equity for loss or damage caused by the cancellation.
- 7.5. The Hirer hereby agrees to accept and to be held to have consented to any cancellation pursuant to clauses 7.1 and 7.4 and to have no claim at law or in equity for loss or damage as a consequence thereof.
- 7.6. The University may cancel events where the Hirer fails to meet any conditions of hire stated by the University (including but not limited to conditions in the Email of Quote, Email of Confirmation and these Conditions) and is unwilling or unable to rectify such failure.
- 7.7. The University may immediately terminate the Hire Agreement during the Hire Period if it reasonably believes the Hire Agreement is being breached, and the Hirer has not remedied the breach after being directed by the University to do so.
- 7.8. The University may retain or pursuit the entire Hire Charges in the event that the booking is terminated in accordance with clauses 7.1, 7.4, 7.6 and 7.7 as above.

8. SAFETY PROCEDURES

- 8.1. The Hirer agrees to comply with and observe the following safety procedures:
- 8.1.1.The Hirer must complete and procure any Third Parties to complete a Job Safety Analysis and Risk Analysis when required by the University before the date of the Event.
 - 8.1.2.The Hirer must ensure that any Third Parties engaged by the Hirer to complete the University's online safety induction and are aware of its purpose before coming onto the University land.
 - 8.1.3.The Venue, as a workplace, is subject to the *Occupational Health and Safety Act 2004* (Vic) (**OHS Act**). 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 OHS Act is adhered to and that where necessary, the Hirer consults with the University's representative for direction or assistance to ensure that the OHS Act is not breached.

8.1.4. Hirers requiring audio and/or visual facilities shall submit a list of its requirements to the University at least fourteen days (14) prior to the start of the Hire Period.

8.1.5. The University must approve the proposed rigging of the audio and/or visual facilities to be used by the Hirer before the Hirer commences installation or rigging of any audio and/or visual equipment.

8.1.6. When required by the University to do so, the Hirer must nominate a technician and supporter to come to the University at least seven (7) days before the event, and to review the equipment to be used at the Venue. For the hire of computer laboratories, the Hirer must contact the University at least one (1) month before the Event, to check the software requirements and other technical set up is suitable for the Hirer's purposes. The Hirer must ensure that nothing is loaded on to the computers in the Venue by anyone other than anything approved by the University.

8.1.7. No electrical equipment shall be brought into the Venue without prior written approval of the University. Any electrical equipment brought into the Venue must have a current test tag attached.

8.1.8. In some cases, the University may be able to provide laboratory staff to assist the Hirer. This must be arranged in advance and the Hirer must pay the University full costs of any staff provided.

8.1.9. Lit candles and naked flames of any description will be permitted only if written permission is obtained from the University. Where such permission is obtained, the Hirer shall be liable for the cost of an additional technician/staff to supervise the safety of personnel, equipment and the Venue.

8.1.10. The Hirer shall be responsible for any emergency services attendance costs at the Venue where the alarms are triggered by the Hirer, its employees, contractors, consultants, servants, agents or invitees.

8.1.11. The Hirer agrees to abide by any conditions of entry to the Venue, which a copy will be provided to the Hirer prior to the Hire Period and are on display in the Venue. The Hirer will support and assist 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.

8.2. The Hirer must not:

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

8.2.2. interfere with any structural aspect of the Venue; or

8.2.3. undertake any other work 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.

8.3. The Hirer must comply with any conditions imposed by the University in relation to the works approved by the University, to be undertaken by the Hirer at the Venue.

8.4. 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, unless otherwise requested by the University in writing.

8.5. The Hirer indemnifies and keep indemnified the University from any loss, costs or damages arising as a direct or indirect result of any works undertaken by the Hirer at the Venue.

8.6. In the event of an emergency, the University will require the Hirer and its employees, contractors, consultants, servants, agents, invitees and attendees to immediately evacuate the Venue.

9. TRANSFER, ASSIGNING OR SUBLETTING OF HIRING

The Hire Agreement is personal to the Hirer. The Hirer must not assign, novate or otherwise transfer of its rights or obligations under the Hire Agreement.

10. OBSERVANCE OF LAWS

10.1. The Hirer must comply with all applicable laws, by-laws, rules or regulations (“**Applicable Laws**”) and any permit, licence or consent required by Applicable Laws relating to the University, the Venue, the Event and the Hirer's use of the Venue, including without limitation, the *Occupational Health and Safety Act 2004* (Vic), *Local Government Act 1989* (Vic), *Monash University Act 2009* (Vic), *Liquor Control Reform Act 1998* (Vic), *Food Act 1984* (Vic), *Equal Opportunity Act 2010* (Vic), *Charter of Human Rights and Responsibilities Act 2006* (Vic), *Racial and Religious Tolerance Act 2001* (Vic), *Australian Human Rights Commission Act 1986* (Cth), *Racial Discrimination Act 1975* (Cth), *Copyright Act 1968* (Cth), *Sex Discrimination Act 1984* (Cth), *The Privacy Act 1988* (Cth), *Privacy and Data Protection Act 2014* (Vic), *Competition and Consumer Act 2010* (Vic) and *Disability Discrimination Act 1992* (Cth), and shall be liable for any breach of any Applicable Laws and any other relevant Act, relevant by-laws, rules or regulations made thereunder.

10.2. The Hirer must make themselves familiar with and work within the following applicable University guides and Policies and Procedures available at <https://www.monash.edu/policy-bank/a-to-z>, including but not limited to the following:

10.2.1. Monash sustainable events guide;

10.2.2. Monash University IT use policy, particularly with regard to audiovisual PC and the need for any specialised software to be re-installed on daily basis;

10.2.3. Monash University remote piloted aircraft and drone policy;

10.2.4. Monash University filming and photo shoots on campus guide; and

10.2.5. Monash University working with children checks and procedure.

10.3. The Hirer is responsible for ensuring the number of attendees in the Venue does not exceed the capacity of the Venue. The University will not be held liable under any Law if the number of attendees at a function exceeds the capacity of the Venue.

10.4. All exits must be free from obstructions and accessible at all times.

10.5. Noise levels must be kept to a reasonable level at all hours. 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 80db's.

10.6. The Hirer shall and shall procure that any Third Party will comply with the Safety Laws and will not do anything or fail to do anything that would cause Monash University to be in breach of its obligations under Safety Laws. For the purposes of this clause 10.6:

(a) **Safety Laws** means all work health and safety statutes, by-laws and regulations, codes of practice, advisory standards or relevant policies or procedures as in force from time to time in the relevant jurisdiction affecting or in any way relating to the hire of the Venue.

11. FILM, MEDIA AND INFRINGEMENT OF COPYRIGHT

- 11.1. The Hirer shall indemnify and keep indemnified 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 a Hirer chooses to play copyright music at the Venue, the Hirer must obtain a licence from APRA (Australasian Performing Right Association Ltd phone 1300 852 388), and PCCA (Phonographic Performance Company Ltd phone 02 8569 1100). If a Hirer chooses to use any other copyrighted material the Hirer must obtain permission from the owner of the copyright before the event.
- 11.2. Where the Hirer intends to show any film or media in the Venue, the Hirer must provide the University with the relevant film censorship certificate or exemption (as issued by the Department of Communications and the Arts) for the relevant film or media seven (7) days before the Hire Period.
- 11.3. If the Hirer fails to provide the University with a certificate of classification as required by clause 11.2 in respect of any film or media which the Hirer intends to show in the Venue, the Hirer must not show the film or media at the Venue during the Hire Period.

12. INSURANCE

- 12.1. The Hirer must take out a public liability insurance policy for the period of hire covering an "Occupier's Liability" for all claims for property damage or personal injury in connection with the Hirer's use of the Venue. Confirmation of appropriate cover to a minimum of \$20 million for each occurrence and must supply a certificate of currency to the University in accordance with clause 5.3.
- 12.2. Hirers are responsible for taking out any other insurance required by Law, including without limitation workers' compensation insurance. Likewise, the Hirer is responsible for loss or damage to all property used or on site for the event linked to the Hire Period.
- 12.3. In arranging their insurances, Hirers are advised to consider their liabilities under clauses 12.1 and 12.2.

13. FOOD AND ALCOHOL

- 13.1. Under no circumstances is food or beverage to be consumed in any teaching venue or theatre. If the Hirer requires an area for food consumption, it must notify the University in the Application for Hire so that a suitable venue can be provided and bins arranged for use during the Hire Period. If BBQs are used, plastic sheeting must be placed under the BBQ to prevent spillage of grease or fat. Rubbish must be placed in the bins provided and not stacked alongside them.
- 13.2. The Hirer must advise the University if any of the following occur:
 - 13.2.1. external caterers are to be used;
 - 13.2.2. the Hirer will provide its own catering; and/or
 - 13.2.3. the Hirer will be serving alcohol.
- 13.3. The Hirer must provide the University with copies of all licences, permits and registrations required by law in relation to the supply or sale of food or beverages at the event at least seven (7) days before the event. The Hirer acknowledges and agrees that it is responsible to familiarise and comply with all Applicable Laws and requirements regarding the sale and/or supply of food and beverage at the event. Relevant organisations the Hirer can contact include the local Council, Streatrader (<https://streatrader.health.vic.gov.au/>), and the Victorian Commission for Gambling and Liquor Regulation (<https://www.vcglr.vic.gov.au/>). If the Hirer fails to provide the University with copies of all licences, permits and registrations as required, the Hirer must not supply or sale food or beverages at the Venue during the Hire Period.

- 13.4. Food and drink shall only be consumed in those parts of the Venue authorised by the University.
- 13.5. The Hirer must ensure that any caterer engaged by the Hirer for the purpose of providing catering services for the event at the Venue, is registered and licensed under the *Food Act 1984* (Vic) and has staff with appropriate food handling qualifications.
- 13.6. If alcohol is being served at the Venue:
- 13.6.1. the Hirer or the caterer must obtain a liquor licence for the event, which must be provided to the University at least seven (7) days prior to the Hire Period; and
 - 13.6.2. the Hirer and the caterer must comply with the liquor licence, or any other Applicable Laws, and the requirements, policies and directions of the University regarding the supply of alcohol from the Venue; and
 - 13.6.3. if the Hirer fails to provide the University with copies of its liquor licence as required, the Hirer must not supply alcohol at the Venue during the Hire Period

14. OUTDOOR VENUE

- 14.1. If the event will be held in a Venue that is outdoors, the Hirer must ensure that:
- 14.1.1. the Venue and the campus are left clean and tidy, and trees, plants and garden beds are not damaged in any way;
 - 14.1.2. the Hirer and its employees, servants, agents, contractors, consultants, suppliers, attendees and invitees do not disrupt or otherwise interfere with other persons or occupants on campus;
 - 14.1.3. the Hirer notifies the University of its intention to erect any marquees, tent or other temporary structure at the Venue in the Hirer's booking application, and does not erect any marquee, tent or other temporary structure at the Venue without the University's prior written consent; and
 - 14.1.4. where the Hirer requires an electricity supply, it notifies the University of the requirement as soon as is reasonably practical.
- 14.2. If the Hirer engages a mobile food vendor, the Hirer must ensure that mobile food vendor executes the University's then current mobile food vending agreement (if applicable) and provides the executed agreement and supply the relevant documentation to the University at least seven (7) days before the event.

15. EXTERNAL CONTRACTORS AND SUPPLIERS

- 15.1. If the Hirer engages external contractors or suppliers for the event who will come onto the Venue and/or the campus, the Hirer must ensure that its contractors and suppliers:
- 15.1.1. are reputable, qualified and approved by the University;
 - 15.1.2. hold all necessary food and other licences, permits, registrations, and evidence of such licences, permits, registrations is provided to the University before the contractors and suppliers enter the Venue and campus;
 - 15.1.3. are appropriately insured for public liability and other risks, and evidence of such insurance to the University's satisfaction is provided to the University before the contractors and suppliers enter the Venue and/or the campus;

15.1.4. complete a Job Safety Analysis and the University's Online Safety Induction before the contractors and suppliers enter the Venue and/or the Campus as required by clause 5.3;

15.1.5. comply with all Applicable Laws, and the policies, requirements, and directions of the University at all times while at the Venue and/or the campus; and

15.1.6. do not do anything that would cause a breach of this document.

15.2. The Hirer acknowledges and agrees that it will be responsible for any breaches of this document by its contractors and suppliers.

16. GOOD ORDER

16.1. The Hirer is responsible for:

16.1.1. ensuring the booking allows for adequate set-up and break-down time;

16.1.2. ensuring that the Venue is left in the condition in which it was before the Hirer was permitted access to it;

16.1.3. the maintenance and preservation of good order in the Venue and its environs throughout the whole duration of the Hire Period; and

16.1.4. ensuring the trees, plants and garden beds are not damaged in any way as a result of the hiring of the Venue.

16.2. Where a security service is required, it shall be engaged by the University. The costs associated with this service will be paid for by the Hirer.

16.3. The standard of the security service required will remain at the sole discretion of the University.

16.4. Having regard to the nature of the event, the University may arrange for police attendance or direct the Hirer to do so at the cost of the Hirer.

17. FACILITY USAGE & DAMAGE TO BUILDING AND EQUIPMENT

17.1. The Hirer shall be responsible for and shall pay to the University the cost of any damage beyond fair wear and tear to the Venue, its property, fittings, furniture, curtains and equipment either mechanical or electrical therein, caused by and incurred during the Hire Period.

17.2. The Hirer shall also be responsible for and shall pay to the University the cost of extra cleaning incurred by the action of the Hirer or the Hirer's servants over what would be determined by the University to be the normal requirement.

17.3. No floors, walls, or any parts of the Venue and any building on the campus that the Venue forms part of may be broken or pierced by nails, screws or other means, or damaged by sticking posters or placards to them.

17.4. 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 previous consent of the University should such activity result in the need for additional insurance the premium will be the responsibility of the Hirer.

17.5. The Hirer will be liable for any costs incurred by the University in preparing, making good any damage and any non-routine cleaning of a Venue, its fixtures, fittings and any other piece of equipment contained therein.

- 17.6. The Hirer will replace any University property at its own cost which is deemed by the University to be damaged beyond reasonable repair.
- 17.7. In the event that the Venue or any curtains, floors, fittings, furniture or equipment is damaged to such an extent that it affects another Hirer's use of the Venue or campus or requires a booking to be cancelled, the Hirer will be liable for all costs and losses incurred by the University (as well as the costs for repairing such damage) including refunds of deposits, hiring fees and other loss of revenue.
- 17.8. 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.
- 17.9. Marquees are not to be set up with pegs and stakes. Sandbags and water barrels must be used.
- 17.10. Fax, photocopying and phone usage will incur additional fees.
- 17.11. Audiovisual equipment supplied by the University will incur hire fees.
- 17.12. Additional fees for duty officers and/or security guards for staffed events will need to be discussed and agreed to by the Hirer prior to the Hire Period.

18. LIABILITY AND INDEMNITY

- 18.1. The Hirer acknowledges that it is responsible for the Event and subject to the Hire Agreement, any loss or damage to the University or any third party arising from any breach of the Hire Agreement or negligence of the Hirer or any Third Party or Patron.
- 18.2. The Hirer indemnifies and releases the University against all liabilities, losses, costs (including reasonable legal costs), expenses, claims, demands, judgments or actions which are suffered or incurred by the University directly arising, regardless of their form, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Event, or the failure of the Hirer to perform its obligations in accordance with the Hire Agreement, except to the extent that the liability, loss, cost, expense, claim, demand, judgment or action was caused by a wilful or negligent act or omission of the University or any of its officers, servants or agents.
- 18.3. The Hirer will, following the University's reasonable substantiation of loss, pay on demand money due to the University under any indemnity.
- 18.4. The University shall not be held liable for any interference, disruption or enforced cancellation of any part of a booking, which is caused by any civil disturbance, industrial action, epidemic or pandemic (including but not limited to COVID-19), act of God or any circumstance, which is beyond the control of the University.
- 18.5. Neither the University nor any of its officers or servants shall be liable for any loss or damage of any article or thing sustained by the Hirer or any person, firm or corporation supplying such article or thing to the Hirer. The Hirer shall indemnify the University against any claim by any such person, firm or corporation in respect of the loss or damage of such article.

19. EVENTS

19.1. RUNNING TIMES

- 19.1.1. For a public event, the Hirer must give the University four (4) weeks' notice of the advertised starting time and proposed finishing time.

19.1.2. Changes to such details within seven (7) days of the Hire Period are subject to confirmation with the University.

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

19.2. CONTENT OF EVENT

The University may require the Hirer to supply detailed synopsis not less than fourteen (14) days prior to the Hire Period.

20. ACCESS TO THE VENUE

20.1. ENTRY TO THE VENUE

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

20.1.2. The public shall only be permitted into the Venue during the running time of the specific event.

20.2. ACCESS BY UNIVERSITY OR REPRESENTATIVE

The University and 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 but doing so with minimum disruption to the Hirer.

20.3. ACCESS BY THE HIRER

Notwithstanding anything else stated in these Conditions, the Venue and the building will be under the University's effective control at all times and the University has the absolute discretion to prohibit access by the Hirer to operational areas including but not limited to, bio-box, storerooms, plant rooms, workshop, offices and refreshment bars.

21. PHOTOGRAPHS AND RECORDINGS

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

21.2. The name, logo, brand and intellectual property (including but not limited to patents, copyright, designs and trademarks) of the University must not be filmed, recorded or photographed in any way unless prior written approval is received from the University.

21.3. The Hirer must not and must not allow any video recording, filming or photography to occur in the Venue or on campus unless:

21.3.1. the Hirer has submitted a Location Agreement and Adult Release Form (as found at the following link: <https://www.monash.edu/venues/forms,-guidelines-and-terms/resources#filmingoncampus>) to the University; and

21.3.2. the University has granted its written approval to the video recording, photography or filming.

21.4. The Hirer must otherwise comply with any other requirement of the University in relation to photography or recording in the Venue or on campus.

22. TOUTING, HAWKING AND CANVASSING

- 22.1. Calling out aloud, spruiking or touting in relation to any entertainment or engagement shall not be permitted inside the Venue or on campus, except by written consent from the University.
- 22.2. Hawking and canvassing on the University property is prohibited, except where the prior written approval has been given by an authorised University representative.

23. GAMBLING

- 23.1. 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.
- 23.2. No raffle may be conducted in the Venue without prior written approval from the University and then only if appropriate registration with the Victorian Commission for Gambling and Liquor Regulation has been obtained by the Hirer and sighted by the University.

24. ADMITTING PERSONS IN EXCESS OF CAPACITY

The Hirer shall under no circumstances, admit persons to the Venue in excess of its normal capacities. 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.

25. ADVERTISEMENTS

- 25.1. The Hirer must not screw, nail, staple or glue any signage to any part of the Venue, building, fitting or fixtures, without the University's express prior written consent. The Hirer will be responsible for the cost of rectifying damage caused by non-compliance with this clause.
- 25.2. No placard, poster or other advertisement relating to the Hirer's attraction shall be placed or affixed anywhere at the University inside or outside the Venue except upon the notice boards provided for this purpose and specifically assigned to the Hirer by the University.
- 25.3. 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 their absolute discretion to be unacceptable.
- 25.4. Hirers must not associate the name, logo or trademark of the University with any promotional material sales or advertising without the prior written consent of the University, except for naming the Venue of the activity.
- 25.5. Hirers delivering an education and/or training course from the Venue must explicitly state that the University is not involved in the content or delivery of the course in all of the Hirers marketing collateral.
- 25.6. The University reserves the right to view and approve all advertising material prior to publication.

26. DISPUTES

- 26.1. The parties will attempt to resolve any dispute arising under this Hire Agreement by negotiation in good faith, initiated by one party giving written notice of the dispute to the other party.
- 26.2. If a dispute remains unresolved within thirty (30) days of a party receiving written notice of the dispute, the parties will refer the dispute to mediation. The mediator will be appointed jointly by the parties or, where the parties cannot agree, nominated by the then President of the Law Institute of Victoria or if not then in operation, a like organisation to be agreed between the

parties. All costs of the mediation shall be borne equally by the parties, and the parties shall bear their own legal costs.

26.3. In the event the dispute is not resolved by mediation within twenty (20) days after the appointment of the mediator, or such further time as the parties agree in writing, a party may then commence proceedings in relation to the dispute.

26.4. Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under the Hire Agreement.

26.5. Nothing in this clause 26 shall be taken as preventing a party from commencing a proceeding for urgent interlocutory relief or from terminating the Hire Agreement.

27. ANIMALS

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

28. VARIATIONS TO THESE CONDITIONS

The University may amend these Conditions at its discretion from time to time provide that a copy of the updated version is provided to the Hire as soon as practical. The Hirer is bound by the updated Conditions when it is notified of.

29. FOYER TRADING

29.1. All rights to trading in the Venue foyers 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.

29.2. No food or refreshment shall be sold at the Venue unless in accordance with Clause 13 of these Conditions without the University's prior written consent.

30. SMOKING

30.1. To support the health of everyone at the University, the University is smoke-free on all its campuses and sites.

30.2. The Hirer must observe these restrictions and must ensure that its guests comply with the requirement to leave the campus if they wish to smoke.

30.3. This initiative has been implemented as part of a joint universities commitment to providing a healthier environment for all students, staff, contractors and visitors.

30.4. More information on the Monash Smoke-Free initiative can be provided on request.

31. PRIVACY

31.1. The University is collecting information on the Application for Hire form, including personal information, for the purposes of administering the booking, including communicating with the applicant. The University will not use any personal information provided on the form for marketing purposes.

31.2. The University values the privacy of every individual's personal information and is committed to the protection of that information from unauthorised use and disclosure except where permitted by law. More information about Data Protection and Privacy at Monash University is set out in the University's Data Protection and Privacy Procedure, with handling of

personal information in connection with this hire arrangement specifically set out in the University's Visitors and Enquirers Data Protection and Privacy Collection Statement.

32. MANAGEMENT OF VENUE

The Hirer and persons within the Venue must obey all directions or orders given by the University as to the management of the event and the Venue.

33. DRONES

The Hirer will comply with the University's requirements for remote piloted aircraft (RPA) and drones as amended from time to time.

Where the Hirer proposes to use an RPA in the Venue or on campus, the Hirer must first obtain the University's prior written approval as to the operation of the RPA which will only be granted if the Hirer submits a valid request to operate the RPA on Monash University's eForm System. The University is entitled to withdraw such approval at any time. If the University withdraws its approval, the Hirer must immediately discontinue using the RPA in the Venue and/or on campus.

34. CHILDREN

- 34.1. The Hirer must ensure that persons under the age of 18 years (**Children**) brought onto the Venue or campus are at all times under the direct supervision of an accompanying parent or caregiver.
- 34.2. Children are permitted to accompany their parents to the library, student union, student services centre or other non-teaching areas subject to particular regulations relating to the hazardous areas (i.e. laboratories, dark rooms, workshops, plant rooms, food preparation areas, areas where chemicals are stored, areas where machinery is used and any other areas designated as hazardous by the local Occupational Health and Safety Representative(s)).
- 34.3. The Hirer must ensure that at no time the presence of Children in the Venue or on campus disrupt or otherwise interfere with other person or occupants on the Campus,
- 34.4. The Hirer must ensure that where required under the *Working with Children Act 2005* (Vic), the Hirer, its employees, contractor, consultants, servants, agents and invitees have obtained and hold current working with children checks at all times.

35. BREACH OF CONDITIONS

- 35.1. If at any time the Hirer commits or is in breach of any term of the Hire Agreement and is unable to unwilling to rectify such breach, the University may terminate the Hire Agreement and vacate the Hirer and any other persons in the Venue from the Venue and campus.
- 35.2. The Hirer is liable for and indemnifies and keep indemnified the University against any liability loss, costs or damage incurred in connection with:
 - 35.2.1. any damage to, or anything in or near, the Venue or campus and any injury to or the death of any person caused or contributed to by any act, omission, damage, negligence or default of the Hirer or the Hirer's employees, agents or subcontractors;
 - 35.2.2. any breach by the Hirer or anything the Hirer is required to do under the Hire Agreement, but which has not been properly done;
 - 35.2.3. any breach or non-compliance by the Hirer with any Law; or
 - 35.2.4. any event or occurrence in the Venue or on the Campus not caused by the University,

except to the extent that such liability, loss, costs or damage was caused by a wilful or negligent act or omission of the University or any of its officers, servants or agents.

36. GENERAL

- 36.1. **Audits:** Both during the term of the Hire Agreement and after the termination of the Hire Agreement, the Hirer must, upon request, provide the University with reasonable access to all records and information relating to the Event including for the purposes of auditing and verifying invoices.
- 36.2. **Assignment:** the Hire Agreement is personal to the Hirer. The Hirer must not assign or otherwise transfer, or attempt to assign or otherwise transfer, any right or obligation arising out of the Hire Agreement, without the written consent of the University (which must not be unreasonably withheld). The University may assign part or all of its rights or obligations arising out of the Hire Agreement with immediate effect by giving written notice to the Hirer.
- 36.3. **Relationship:** Unless expressly stated otherwise, nothing in the Hire Agreement constitutes a relationship of employer and employee, principal and agent or partnership between the University and the Hirer or the University and any Patron or Third Party.
- 36.4. **Notices:** Any notice under this Agreement will be effective if made in writing and delivered by email, hand or post to the representative of the other party. A notice under this Agreement is deemed to be received by the addressee:
- 36.4.1. in the case of an email, on the Business Day on which it is sent or, if it is sent on a non-Business Day, the next Business Day;
- 36.4.2. in the case of hand delivery, when delivered; and
- 36.4.3. in the case of postal delivery, on the third Business Day after posting.
- 36.5. **Severability:** Part or all of any clause of the Hire Agreement that is illegal or unenforceable will be severed from the Hire Agreement and the remaining provisions of the Hire Agreement continue in force.
- 36.6. **Governing Law:** The Hire Agreement is governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.
- 36.7. **Survival:** Any provision which expressly or by implication is intended to survive termination or expiry of the Hire Agreement, shall survive the termination or expiry of the Hire Agreement.
- 36.8. **Electronic Signing & Counterparts:**
- 36.8.1. Each party agrees that the Hire Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by the Hire Agreement as if physical signing had occurred.
- 36.8.2. The Hire Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of the Hire Agreement by successfully transmitting an executed copy of the Hire Agreement by an electronic method to each party.

