



MONASH UNIVERSITY VENUE SERVICES STANDARD CONDITIONS OF HIRE

Monash University
Wellington Road, Clayton, Victoria.

1. APPLICATION

- 1.1 An application for hire shall be addressed to Monash University Venue Services (**University**) upon the online General Booking Enquiry Form supplied and shall be signed by the person or for and on behalf of the organisation or body of persons making the application (**Hirer**) stating the purpose for which the Venue is required and the days and times during which it is to be occupied.
- 1.2 When the Hirer specified in the application 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. An email will be sent by the University to the Hirer (**Email of Quote**). The times stated in the Email of Quote represent the earliest time the Venue will be opened 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.
- 1.4 The Hirer must sign and return these Standard Conditions of Hire at which point a written confirmation (**Email of Confirmation**) from the University must be given before a legally binding agreement to the hire of the Venue on the terms of the Email of Confirmation and the terms and conditions of this document will be created between the University and the Hirer (**Hire Agreement**). 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 5.1.
- 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 prior to a decision being made by the University in its absolute discretion as to whether the application should be approved.

1.7 The Hirer must be eighteen (18) years of age or over.

2. DEPOSITS AND PAYMENT

2.1 A holding deposit of fifty (50) percent of the venue hire fee shall be paid by the Hirer within ten (10) working days of the date of the Email of Confirmation.

2.2 Bookings made within twenty-one (21) days of the date requested require the entire estimated venue hire fee including any extra expenses as the event requires to be paid no later than seven (7) working days of the date of Email of Confirmation.

2.3 Hirers are required to pay the balance of the venue hire fee within twenty-one (21) working days of the Email of Confirmation or as specifically set out in the Email of Confirmation.

2.4 The University has the discretion to:

2.4.1 Waive the need for a deposit, or call for a higher deposit up to the amount of the estimated venue hire fee and extra expenses, when the booking is made or at any time between the making of the booking and the date of the event.

2.4.2 To charge an additional session rate if the event continues beyond the confirmed Hire Period.

2.5 The Hirer shall be liable on demand by the University to pay any further amount to meet the full cost of any damage to, or abnormal cleaning of, the Venue or any University property after the conclusion of the event.

2.6 All prices are exclusive of GST. A valid tax invoice will be sent before or after the event, at the University's discretion. Accounts are payable 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.

2.7 Future bookings may be refused to any societies or groups who fail to pay outstanding accounts promptly on request.

3. BOOKINGS

3.1 A tentative booking for hiring a Venue shall not be held for more than fourteen (14) days without written confirmation forwarded to the University.

3.2 The Hirer shall not issue to any persons in advance any publicity relating to the use of the Venue prior to the Email of Confirmation from the University.

3.3 No event will be accepted without the Hirer supplying the appropriate documentation required by the University from time to time, including but not limited to Job Safety Analysis, Liquor Licence and proof of Third Party Inductions, where required, at least six (6) weeks prior to an event.

3.4 The Hirer may access the Venue at the commencement of the setting up time for the event (**Bump-In Time**) and must vacate the venue at the conclusion of the packing up time for the event (**Bump-Out Time**). If the Venue is not vacated and left in the condition required by these Standard Conditions of Hire 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 a contract of hire for an extended period as determined by the University in its absolute discretion.

4. CANCELLATIONS BY THE HIRER

The Hirer may request a change to, or cancel, a venue hire booking in accordance with this clause 4.

- 4.1 Where written notification of cancellation from the Hirer is received by the University less than twenty-one (21) days prior to the event the Hirer will incur the full room hire fee if the room/space is not re-booked by the University.
- 4.2 If the University receives a written request from the Hirer to change the date or time of the Hire Period:
 - 4.2.1 at least twenty-one (21) days before date the Hire Period, 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 that deposit or hire fee paid by the Hirer (but not any other fees or expenses incurred or paid by the Hirer); or
 - 4.2.2 less than twenty-one (21) days before the Hire Period, 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:
 - 4.2.2.1 retain its booking for the original Hire Period; or
 - 4.2.2.2 cancel its booking, in which case clause 4.1 will apply.

5. CANCELLATIONS BY THE UNIVERSITY

- 5.1 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 University land and/or facilities is, or is likely to:
 - 5.1.1 be unlawful;
 - 5.1.2 pose a security risk;
 - 5.1.3 compromise the University's duties to staff, students and visitors;
 - 5.1.4 be inconsistent with, or not aligned to, the objects of the University as defined in Section 5 of the *Monash University Act 2009* (Vic);
 - 5.1.5 unreasonably disrupt the operations or activities of the University;
 - 5.1.6 interfere with staff and students enjoyment of their education, research and/or employment; and/or
 - 5.1.7 involve the advancement of theories or propositions that fall below scholarly standards.
- 5.2 If the University exercises its right under clause 5.1, it may direct the return to the Hirer of any monies paid in respect of the hiring, less any expenditure undertaken 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 in consequence thereof.
- 5.3 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 a change.

- 5.4 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.
- 5.5 The Hirer hereby agrees to accept and to be held to have consented to any cancellation pursuant to Clauses 5.1 and 5.4 and to have no claim at law or in equity for loss or damage as a consequence thereof.
- 5.6 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 this document).
- 5.7 The University may immediately terminate the Hire Agreement during the Hire Period if it reasonably believes this Hire Agreement is being breached and the Hirer has not remedied the breach after being directed by the University verbally to do so.
- 5.8 The University may retain the entire venue hire fee in the event that the booking is terminated in accordance with Clause 5.1 and 5.4 as above.

6. SAFETY PROCEDURES

- 6.1 The Hirer agrees to comply with and observe the following safety procedures:
 - 6.1.1 The Hirer must complete, and procure that its contractors and suppliers engaged to provide services at the event complete a Job Safety Analysis and Risk Analysis when required by the University before the date of the event.
 - 6.1.2 The Hirer must ensure that any of the Hirer's contractors and suppliers coming onto University premises complete the University's Online Safety Induction and are aware of its purpose before the start date of the Hire Period.
 - 6.1.3 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 Occupational Health and Safety Officer or representative for direction or assistance to ensure that the OHS Act is not breached.
 - 6.1.4 Hirers requiring audio and/or visual facilities shall submit a list of these requirements to the University, through its Teaching Facility Support Unit or through the University at least fourteen days (14) prior to the start of the Hire Period.
 - 6.1.5 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.
 - 6.1.6 When required by the University to do so, the Hirer must nominate a technician and supporter to come to the University, at least one (1) week before the event, and to review the equipment to be used at the Venue. For the hire of computer laboratories, the Hirer must contact a University technician at least one (1) month before the event, to check that the software requirements and other technical set up is suitable for the Hirer's purposes. The Hirer is to ensure that nothing is loaded on to the computers in the Venue by anyone other than a computer technician approved by the University.

- 6.1.7 No additional 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.
- 6.1.8 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.
- 6.1.9 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 to supervise the safety of personnel, equipment and the Venue.
- 6.1.10 The Hirer shall be responsible for payment of the cost of any fire emergency alarms which result in emergency services attendance at the Venue where the alarms have been caused by the Hirer, its employees, servants, agents or invitees.
- 6.1.11 The Hirer agrees 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.
- 6.2 The Hirer must not:
- 6.2.1 Interfere with the electrical, lighting or audio installations at the Venue;
- 6.2.2 Interfere with any structural aspect of the Venue; or
- 6.2.3 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.
- 6.3 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.
- 6.4 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, subject to any written agreement with the University to the contrary.
- 6.5 The Hirer indemnifies 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.
- 6.6 In the event of any emergency the University will require the Hirer and its employees, servants, agents, invitees and attendees to immediately evacuate the Venue.
- 7. TRANSFER, ASSIGNING OR SUBLETTING OF HIRING**
- 7.1 No hiring of the Venue shall be transferred, assigned or sublet to another person or transferred to another date without the prior consent in writing of the University.
- 8. OBSERVANCE OF LAWS**
- 8.1 The Hirer must comply with the requirements of the OHS Act, *Local Government Act 1989 (Vic)*, *Monash University Act 2009 (Vic)*, *Liquor Control Reform Act 1998 (Vic)*, *Food Act 1984 (Vic)* and any other relevant Act, relevant by-laws, rules or regulations made thereunder (together, the **Laws**), and shall be liable for any breach of any such Acts, by-laws, rules or regulations.

- 8.2 The Hirer must make themselves familiar with and work within the following University guides and policies:-
- 8.2.1 Monash sustainable events guide;
 - 8.2.2 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;
 - 8.2.3 Monash University remote piloted aircraft and drone policy;
 - 8.2.4 Monash University filming and photo shoots on campus guide; and
 - 8.2.5 Monash University working with children checks and procedure.
- 8.3 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.
- 8.4 All exits must be free from obstructions and accessible at all times.
- 8.5 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.

9. FILM, MEDIA AND INFRINGEMENT OF COPYRIGHT

- 9.1 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 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 PPCA (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.
- 9.2 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 on or before the date on which the Hirer pays the balance of the hire fee under clause 2.3
- 9.3 If the Hirer fails to provide the University with a certificate of classification on or before the date on which the Hirer pays the balance of the hire fee under clause 2.3 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.

10. INSURANCE

- 10.1 The Hirer shall 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 must be supplied to the University at least twenty-one (21) days prior to the start of the Hire Period. The University's public liability insurance is only to cover claims against the University, not the presenters, attendees or event organiser.
- 10.2 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.

- 10.3 In arranging their insurances, Hirers are advised to consider their liabilities under items 10.1 and item 10.2.

11. FOOD AND ALCOHOL

- 11.1 Under no circumstances is food or beverage to be consumed in any teaching venue or theatre. If the Hirer requires an area for food, the University must be notified 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.
- 11.2 The Hirer must advise the University if any of the following occur:
- 11.2.1 External caterers are to be used;
 - 11.2.2 The Hirer will provide its own catering; and/or
 - 11.2.3 The Hirer will be serving alcohol.
- 11.3 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 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/>).
- 11.4 Food and drink shall be consumed only in those parts of the Venue as are authorised by the University.
- 11.5 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.
- 11.6 If alcohol is being served at the Venue:
- 11.6.1 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
 - 11.6.2 the Hirer and the caterer must comply with the liquor licence, all Laws, and the requirements, policies and directions of the University regarding the supply of alcohol from the Venue.

12 OUTDOOR VENUE

- 12.1 If the event will be held in a Venue that is outdoors, the Hirer must ensure that:
- 12.1.1 the Venue and the campus are left clean and tidy, and trees, plants and garden beds are not damaged in any way;
 - 12.1.2 the Hirer and its employees, servants, agents, contractors, suppliers, attendees and invitees do not disrupt or otherwise interfere with other persons or occupants on campus;
 - 12.1.3 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 as the case may be at the Venue without the University's prior written consent; and

12.1.4 where the Hirer requires an electricity supply, it notifies the University of the requirement as soon as is reasonably practical.

12.2 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, and provides the executed mobile food vending agreement and supply the relevant documentation to the University at least seven (7) days before the event.

13. EXTERNAL CONTRACTORS AND SUPPLIERS

13.1 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:

13.1.1 are reputable, qualified and approved by the University;

13.1.2 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;

13.1.3 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;

13.1.4 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 3.3;

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

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

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

14. GOOD ORDER

14.1 The Hirer is responsible for:

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

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

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

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

14.2 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.

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

14.4 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.

15. FACILITY USAGE & DAMAGE TO BUILDING AND EQUIPMENT

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 The Hirer will replace any University property, which is deemed by the University to be damaged beyond reasonable repair.
- 15.7 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.
- 15.8 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.
- 15.9 Marquees are not to be set up with pegs and stakes. Sandbags and water barrels must be used.
- 15.10 Fax, photocopying and phone usage will incur additional fees
- 15.11 Audiovisual equipment supplied by the University will incur hire fees
- 15.12 Additional fees for duty officers and/or security guards for staffed events will need to be discussed and agreed to by the Hirer.

16. LIABILITY AND INDEMNITY

- 16.1 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, act of God or any circumstance, which is beyond the control of the University.
- 16.2 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.

17. EVENTS

17.1 RUNNING TIMES

- 15.1.1 For a public event, the Hirer will give the University four (4) weeks' notice of the advertised starting time and proposed finishing time.
- 15.1.2 Changes to such details within seven (7) days of the hire are subject to confirmation with the University.
- 15.1.3 The Hirer, or the Hirer's representative, must be in attendance at the Venue for the entire Hire Period.

17.2 CONTENT OF EVENT

It shall be at the discretion of the University to require the Hirer to supply synopsis not less than fourteen (14) days prior to the date of the occupancy showing precisely what is to be done and to take place therein.

18. ACCESS TO THE VENUE

18.1 ENTRY TO THE VENUE

- 18.1.1 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.
- 18.1.2 The public shall only be permitted into the Venue during the running time of the specific event.
- 18.1.3 It shall be at the discretion of the University to require the Hirer to supply a full detailed written or printed statement or program at least fourteen (14) days prior to the event, showing precisely what is to be done and take place during the period of hire of the Venue, from the commencement of the Bump-In Time to the conclusion of the Bump-Out Time.

18.2 ACCESS BY UNIVERSITY OR REPRESENTATIVE

- 18.2.1 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.

18.3 ACCESS BY THE HIRER

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

19. PHOTOGRAPHS AND RECORDINGS

- 19.1 Any photography or recording by any means in the Venue is not permitted without the prior written consent of the University.
- 19.2 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 and Monash Media.

- 19.3 The Hirer must not and must not allow, any video recording, filming or photography to occur in the Venue or on campus unless:
- 19.3.1 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
- 17.3.2 the University has granted its approval to the video recording, photography or filming.
- 19.4 The Hirer must otherwise comply with any other requirement of the University in relation to photography or recording in the Venue or on campus.

20. TOUTING, HAWKING AND CANVASSING

- 20.1 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 permission in writing from the University.
- 20.2 Hawking and canvassing on University property is prohibited, except where the prior written approval has been given by an authorised University representative.

21. GAMBLING

- 21.1 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.
- 21.2 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.

22. ADMITTING PERSONS IN EXCESS OF CAPACITY

- 22.1 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.

23. ADVERTISEMENTS

- 23.1 No placard, poster or other advertisement relating to the Hirer's attraction shall be placed or affixed anywhere at University inside or outside the Venue except upon the notice boards provided for this purpose and specifically assigned to the Hirer by the University .
- 23.2 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.
- 23.3 Hirers must not couple the name of the University with any promotional material sales or advertising without the express permission of the University, except for naming the Venue of the activity.
- 23.4 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.
- 23.5 The University reserves the right to view and approve all advertising material prior to publication.

24. DISPUTES

24.1 In the event of any dispute or differences arising as to the interpretation of this document, or as to any matter or thing herein contained, or as to the meaning of any of these terms and conditions, the decision of the University thereon shall be final and conclusive.

25. ANIMALS

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

26. VARIATIONS TO THESE CONDITIONS

26.1 The University may alter the terms of this document from time to time without prior notice.

27. FOYER TRADING

27.1 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.

27.2 No food or refreshment shall be sold at the Venue unless in accordance with Clause 11 of these conditions without the University's written consent.

28. SMOKING

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

28.2 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.

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

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

29. PRIVACY

29.1 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.

29.2 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](#).

30. MANAGEMENT OF VENUE

30.1 The Hirer and persons within the Venue shall forthwith obey all directions or orders given by the University as to the management of the Venue and events being conducted therein.

31. DRONES

- 31.1 The Hirer will comply with the University's requirements for remote piloted aircraft (RPA) and drones as amended from time to time.
- 31.2 Where the Hirer proposed to use an RPA in the Venue or on campus, the Hirer must first obtain the University's prior written approval 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.

32. CHILDREN

- 32.1 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.
- 32.2 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 (ie 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)).
- 32.3 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,
- 32.4 The Hirer must ensure that where required under the *Working with Children Act 2005 (Vic)*, the Hirer, its employees, servants, agents and invitees have obtained and hold current working with children checks at all times.

33. BREACH OF CONDITIONS

- 33.1 If at any time the Hirer commits or is in breach of any term of this document, the University may terminate the Hire Agreement and expel from the Venue and campus the Hirer and all other persons in the Venue.
- 33.2 The Hirer is liable for and indemnifies the University against any liability loss, costs or damage incurred in connection with:
 - 33.2.1 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;
 - 33.2.2 any breach by the Hirer of the terms and conditions of this document or anything the Hirer is required to do under this document but which has not been properly done;
 - 33.2.3 any breach or non-compliance by the Hirer with any Law; or
 - 33.2.4 any event or occurrence in the Venue or on the Campus not caused by the University.



Name of Event: _____

_____ @ _____ Campus

(Name of Monash Venue, herein referred to as the "Venue" and "Campus")

Date and start and end time of Venue booking:

(Herein referred to as the "Hire Period")

The Terms and Conditions as outlined in this document are accepted for and on behalf of the Hirer:

COMPANY/ORGANISATION: _____

By PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Return signed copy via email: venueservices@monash.edu

*The return of this document confirms your event to Monash University Venue Services, as well as the adherence by the signatory and all members of the organisation to these terms for all future events until **December 31st 2020***