



TERMS AND CONDITIONS of HIRE

By Monash University ABN 12 377 614 012 ("University")

Name of Event: **Date of Event:**
(For Signage Purposes)

1. APPLICATION

- 1.1. Application for Hire shall be addressed to the Monash Conference Centre (hereinafter referred to as "MCC") upon the form supplied and shall be 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.
- 1.2. When application is made on behalf of an organization or body of persons, the Hirer shall state the name of such organization and the authority of the person making the application (hereinafter included in the term "the Hirer").

2. ROOM HIRE

- 2.1. A four hour minimum booking applies
- 2.2. For Monash personnel only - A two hour minimum booking applies
- 2.3. Access to the room is available at the start time indicated on the Booking Confirmation Sheet unless an alternative time has been agreed prior to the event. Access outside the standard ½ hour post event time, will be at an additional cost.

3. EVENT CONFIRMATION

- 3.1. A signed copy of these Terms and Conditions must be received within 14 days of the booking being made or the booking will be released.
- 3.2. In the instance that the venue is booked under 2 weeks to the event date, if the signed paperwork is not received within 48-hours, the booking will be released
- 3.3. No event will be accepted without the signed Booking Confirmation Sheet and the signed Terms and Conditions.

4. CANCELLATIONS

- 4.1.1. Cancellations prior to the date of your event will incur the full room hire fee (as set out on the Booking Confirmation Sheet) as follows:-
 - 4.1.1.1. **Less than 14 days' notice for single room bookings; and**
 - 4.1.1.2. **Less than 30 days' notice for multiple room bookings.**
- 4.1.2. Services and equipment hired from external suppliers will be subject to the terms and conditions of the supplier
- 4.1.3. Where there are repairs or alterations in progress to the Conference Centre, the Contract of Hire is subject to cancellation or to any reduction of available area or to sufferance by the Hirer and those using the Conference Centre of any and all inconveniences, which may arise in consequence of such works. The University will notify the Hirer as soon as reasonably practicable of any such repairs and

alterations and whether the Contract of Hire is to be cancelled or the space or services available are to be reduced.

- 4.1.4. 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.
- 4.1.5. 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:
 - 4.1.5.1. be unlawful;
 - 4.1.5.2. pose a security risk;
 - 4.1.5.3. compromise the University's duties to staff, students and visitors;
 - 4.1.5.4. be inconsistent with, or not aligned to, the objects of the University as defined in Section 5 of the Monash University Act 2009 (Vic);
 - 4.1.5.5. unreasonably disrupt the operations or activities of the University;
 - 4.1.5.6. interfere with staff and students' enjoyment of their education, research, and/or employment; and/or
 - 4.1.5.7. involve the advancement of theories or propositions that fall below scholarly standards.
- 4.1.6. If the University exercises its right under clause 4.1.5, 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.
- 4.1.7. 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 original venue is inappropriate or unavailable due to circumstances beyond the University's control. The Hirer will be notified of such a change.
- 4.1.8. The University may immediately terminate the Booking during the Hire Period if it reasonably believes these Conditions of Hire are being breached and the Hirer has not remedied the breach after being directed by the University verbally to do so.

5. CATERING

- 5.1.1. External catering is not permitted
- 5.1.2. Catering requirements must be confirmed 3 working days prior to the scheduled event
- 5.1.3. For catering purposes, final delegate numbers are required 3 working days prior to the function. This figure will be the minimum number charged appearing on the final account.
- 5.1.4. Catering arrangements not made within 3 working days of the event may eventuate in your specific requirements cannot be guaranteed
- 5.1.5. Due to seasonal or supplier shortages the University reserves the right to alter or adapt menus or services

6. PRICES

- 6.1.1. Rates and Prices are inclusive of GST
- 6.1.2. All prices are correct at time of printing and are quoted on current costs. These may vary at any time.
- 6.1.3. Due to seasonal or supplier shortages the University reserves the right to alter or adapt menu prices

7. RESPONSIBILITY / ITEMS NOT COLLECTED

- 7.1.1. The person/s signing the booking sheet on behalf of the Hirer may be held responsible for costs resulting from damage to the University's property and equipment
- 7.1.2. The University is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the Venue during the Hire Period as a result of any theft
- 7.1.3. Items left in the centre will be held for a period of fourteen (14) days after which they will be disposed of

8. SET UP and DELIVERY

- 8.1.1. All deliveries to the Conference Centre must be arranged with the University's staff at the Conference Centre prior to the delivery. All parcels must be clearly marked with the name and date of the event.
- 8.1.2. The Hirer, with consultation of the Staff at the Monash Conference, is responsible for the booking of adequate set up/down time for an event
- 8.1.3. No adhesive tape of any type is to be placed on the walls, fixtures, fittings or artwork within the Monash Conference Centre
- 8.1.4. Any posters or pages must be adhered to the walls with Blu Tac Only
- 8.1.5. Any electrical wiring, leads and plugs for use in the Monash Conference Centre must comply with the relevant Australian Standards
- 8.1.6. All equipment, fittings or materials for use in the Monash Conference Centre should be free from defects and in good working condition.
- 8.1.7. The Hirer must comply with all University OHSE policies
- 8.1.8. The Hirer and persons within the Monash Conference Centre shall forthwith obey all directions or orders given by the University's Staff at the Monash Conference Centre as to the management of the Monash Conference Center and functions being conducted therein.

- 8.1.9. The Hirer shall conform to the requirements of the Occupational Health and Safety Act, Local Government Act, Monash University Act, Liquor Control Act and any other relevant Act, relevant by-laws, rules or regulations made there under, and shall be liable for any breach of any such Acts, by-laws, rules or regulations.
- 8.1.10. The Hirer shall also be responsible 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 Manager to be the normal requirement.
- 8.1.11. No fittings, projection apparatus, electrical or TV installations, decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung or displayed in or on the building without the previous written consent of the Manager. Should such activity result in the need for additional insurance, the premium will be the responsibility of the Hirer.
- 8.1.12. Public entry to the Monash Conference Centre is through the main front door of Level 7 of the building. During that part of the hiring period when patrons are admitted, all doors must be kept unlocked and ready for use as escape doors in case of alarm from fire or other cause.
- 8.1.13. During that period of hire when patrons are not admitted, doors other than those essential to the conduct of the Venue or activity therein shall be kept locked in the interest of security.

9. ADDITIONAL FEES

- 9.1.1. Fax, photocopying and phone usage will incur additional fees.
- 9.1.2. Audiovisual equipment supplied by the University at the Monash Conference Centre will incur hire fees.
- 9.1.3. Duty officer fees for staffed events which have been discussed with and agreed to by the Hirer.

10. SMOKING

- 10.1.1. The University has adopted a smoke-free policy. A total ban on smoking applies in all University buildings. Smokers must not stand in the vicinity of building entrances/exits or air intakes to buildings. Smokers have the responsibility of disposing of cigarette butts in an environmentally friendly manner. You must make all attendees aware of this policy.

11. SAFETY

- 11.1.1. The Hirer shall be responsible for payment of the cost of any fire emergency alarms which result in Emergency Services attendance at the MCC where the alarms have been caused by the Hirer, it's employees, servants agents or invitees.

12. PUBLIC LIABILITY

- 12.1.1. Prior to the first date of hire, the Hirer shall 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 linked to

the Hirer's use of the Venue for which they are legally liable. Confirmation of appropriate cover to a minimum of \$10M must be supplied to the Manager, if requested. The University's public liability insurance is only to cover claims against the University, not the performer or event organizer.

- 12.1.2. Hirers are responsible for Work Cover and/or other obligations linked to their servants, contractors or voluntary workers who support the Hirer in any capacity during the period of hire. Likewise the Hirer is responsible for loss or damage to all property used or on site for the event linked to the hire period.

13. PRIVACY

13.1.1. 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.

13.1.2. 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](#).

14. ANIMALS

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

15. SECURITY

15.1.1. Security Officers may be required to be in attendance at the Monash Conference Centre until the vacate time of the event.

15.1.2. It shall be at the discretion of the Manager of the Monash Conference Centre to decide to employ such security officers, as the Manager may deem fit and appropriate for the event.

15.1.3. If security officers are required, they shall be persons nominated and employed by the University and the costs will be paid for by the Hirer.

16. RELEASE AND INDEMNITY

16.1.1. The Hirer's use of University premises is entirely at the Hirer's risk and by signing this Agreement, the Hirer releases the University absolutely and to the full extent permitted by law from all claims and demands of every kind from any accident damage or injury occurring on University Premises, unless expressly due to the University's negligence.

16.1.2. The Hirer remains liable for and indemnifies the University at all times against all liability for loss or damage (including injury and death) wholly or partly due to or arising out of an incident occurring on the University Premises, the Hirer's use or occupation of the Monash Conference Centre, the Hirer's faulty property or the entry into or escape from the Monash Conference Centre of water, gas, electricity or other similar substance, except to the extent to which the loss or damage is due to the negligence of the University.

17. ADVERTISING

17.1.1. Users of University premises or facilities must not couple the name of the University with any promotional sales or advertising without the express written permission of the University other than naming the Monash Conference Centre as the venue for the activity.

18. INFRINGEMENT OF COPYRIGHT

18.1.1. 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 MCC and its environs. If a Hirer chooses to play copyright music at a Venue, the Hirer must obtain a licence from APRA (Australasian Performing Right Association Ltd phone 1300 852 388), and PPCA (Phonograph 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.

19. OBSERVANCE OF LAWS

- 19.1.1. The Hirer shall conform to the requirements of the Occupational Health and Safety Act, Local Government Act, Monash University Act, Liquor Control Act, Food Act 1984 and any other relevant Act, relevant by-laws, rules or regulations made thereunder, and shall be liable for any breach of any such Acts, by-laws, rules or regulations.
- 19.1.2. All exits must be free from obstructions and accessible at all times.
- 19.1.3. Noise levels must be kept to a reasonable level at all hours to avoid disrupting meetings and events in the surrounding areas.

20. ACCOUNTS

- 20.1.1. It is the University's policy that all accounts are to be settled in full by cheque, corporate credit card or cash 10 working days after the receipt of the invoice.

21. DISPUTES

- 21.1.1. In the event of any dispute or differences arising as to the interpretation of this agreement 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.

22. NO ASSIGNMENT

- 22.1.1. No hiring shall be assigned to another person or transferred to another date without the consent in writing of the Manager.

23. TERMS AND CONDITIONS OF HIRE

- 23.1.1. Hirers are advised that the University may alter these Terms and Conditions of Hire at any time without prior notice

***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: _____

*The return of this document with the Booking Confirmation Sheet confirms your Event
Via email to conferencecentre@monash.edu*