

Standard Conditions of Hire

BUSINESS CENTRE at 30 Collins Street, Melbourne, Victoria

**Business Operations Support Team, Monash Business School, Building H, Level 8, 900
Dandenong Road, Caulfield, Victoria**

1. APPLICATION

1.1 Application for Hire shall be addressed to the Business Operations Support Team upon the form supplied and shall be signed by the Hirer stating the purpose for which the Business Centre is required and the days and times during which it is to be occupied.

1.2 When application is made on behalf of an organisation or body of persons, the Hirer shall state the name of such organisation and the authority of the person making the application (hereinafter included in the term "the Hirer"). At the time of making the booking the Hirer may be required to produce 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 Business Operations Support Team that the Business Centre is available for hire at a particular time does not constitute a reservation or booking for that time. A Business Centre booking confirmation form, (hereinafter called the "Booking Confirmation") will be sent by the Business Operations Support Team to the Hirer. The times stated in the Booking Confirmation represent the earliest time the Business Centre 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 the terms of these Standard Hire Conditions whereupon a written Booking Confirmation from the Business Operations Support Team must be given before this agreement becomes legally binding on the parties.

1.5 The Business Operations Support Team reserves the right to refuse any booking without assigning a reason.

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

1.7 It is the responsibility of the Hirer to create a Safety Management Plan which can be done via the [SARAH](#) portal.

2. BOOKINGS

2.1. A tentative booking for hiring the Business Centre shall not be held for more than 10 working days after which time the reservation will be released.

2.2. The Hirer shall not issue to any persons in advance any publicity relating to the use of the Business Centre prior to receiving the electronic confirmation from the Business Operations Support Team.

2.3. The Hirer shall take possession of the Business Centre at the commencement of the setting up time for the Event (bump-in time) and shall give up such possession at the conclusion of the packing up time for the Event (bump-out time). If vacant possession of the Business Centre is not given on the last date of 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.

3. CANCELLATION BY THE HIRER

3.1. Event cancellations are free of charge if written notification is received by the Business Operations Support Team more than four (4) weeks in advance of the event start date. Where written notification of cancellation is received less than four (4) weeks prior to the event start date, the Hirer will incur half (50%) of the original hire fee. Where written notification of cancellation is received by the Business Operations Support Team less than two (2) weeks prior to the event start date, the Hirer will incur the full (100%) of the original hire fee.

4. CANCELLATIONS BY THE BUSINESS OPERATIONS SUPPORT TEAM

4.1. The Business Operations Support Team has the discretion to prohibit any event which is objectionable or dangerous or which would be detrimental to the reputation of the Business Centre or the University.

4.2. While every effort will be made by the Business Operations Support Team to ensure venue allocations are consistent with those communicated at the time of the booking, the Business Operations Support Team reserves the right to assign an alternative venue where possible if the original venue is inappropriate or unavailable due to circumstances beyond the Business Operations Support Team's control. The Hirer will be notified of such a change.

4.3. The Hirer hereby agrees to accept and to be held to have consented to any cancellation pursuant to Clauses 3.1 and to have no claim at law or in equity for loss or damage as a consequence thereof.

4.4. The Business Operations Support Team may cancel events where the Hirer fails to meet the conditions stated by the Business Operations Support Team.

4.5. The Business Operations Support Team 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 Business Operations Support Team verbally to do so.

4.6. The Business Operations Support Team may retain the entire Hire Fee in the event that the Booking is terminated in accordance with Clause 3.1 as above.

5. SAFETY PROCEDURES

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

5.1.1. The Hirer must complete a Job Safety Analysis and Risk Analysis where required by the Business Operations Support Team. This must be completed by the Hirer or the Hirer's employees, agents or subcontractors, as appropriate, within a reasonable time before the event.

5.1.2. The Business Centre, as a workplace, is subject to the latest Occupational Health and Safety 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 these standards are adhered to and that where necessary consult with the University's Occupational Health and Safety Officer or representative for direction or assistance to ensure that these standards are maintained.

5.1.3. If requested by the Business Operations Support Team to do so, the Hirer must nominate a technician to attend the Business Centre, at least a week before the event, and to review the equipment to be used at the Business Centre.

5.1.4. Any additional electrical equipment brought into the Business Centre must have a current test tag attached. It is the Hirer's responsibility to ensure any additional electrical equipment brought into the SKY Room has a current test tag attached.

5.1.5. Lit candles and naked flames of any description will be permitted only if written permission is obtained from the Business Operations Support Team. 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 Business Centre.

5.1.6. The Hirer shall be responsible for payment of the cost of any fire emergency alarms which result in Emergency Services attendance at the Business Centre where the alarms have been caused by the Hirer, its employees, servants, agents or invitees.

5.1.7. The Hirer agrees to abide by any conditions of entry to the Business Centre. The Hirer will support the Business Operations Support Team where necessary apply the rules as required ensuring that attendees observe and respond to these conditions, particularly where they relate to public safety requirements.

5.2. The Hirer must not:

5.2.1. Interfere with the electrical, lighting or audio installations at the Business Centre.

5.2.2. Interfere with any structural aspect of the Business Centre.

5.2.3. Undertake any other work at the Business Centre without prior written consent of the Business Operations Support Team in relation to any works being undertaken, subject to any written agreement with the Business Operations Support Team to the contrary.

5.3. The Hirer must at the end of the Hire Period return the Business Centre to the state it was in prior to any works being undertaken, subject to any written agreement with the Business Operations Support Team to the contrary.

5.4. The Hirer indemnifies the Business Operations Support Team from any costs or damages arising as a direct or indirect result of the works.

5.5. In the event of a declared emergency, the Business Operations Support Team requires the Hirer to immediately evacuate the Venue.

6. TRANSFER, ASSIGNING OR SUBLETTING OF HIRING

6.1. No hiring shall be transferred, assigned or sublet to another person or transferred to another date without the prior written consent of the Business Operations Support Team.

7. OBSERVANCE OF LAWS

7.1. The Hirer shall conform to the requirements of the latest Occupational Health and Safety Act, Local Government Act, Monash University Act, Liquor Control Act, Food Act 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.

7.2. The Hirer must make themselves familiar with and work within the following University guides and policies:

7.2.1 Monash Sustainable Events Guide – <https://www.monash.edu/environmental-sustainability/campus-initiative/food-and-events>.

7.2.2 [Monash University Information Technology Acceptable Use policy](#), particularly with regard to audio-visual laptops and the need for any specialised software to be re-installed on a daily basis.

7.3. The Hirer is responsible for ensuring the number of attendees in the Business Centre does not exceed the capacity of the Business Centre. The Business Operations Support Team will not be held liable under Occupational Health and Safety Laws if the number of attendees at a function exceeds the capacity of the Business Centre.

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

7.5. Noise levels must be kept to a reasonable level at all hours to avoid disrupting offices in the surrounding area, and should be limited to 80db's.

8. INFRINGEMENT OF COPYRIGHT

8.1. 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 Business Centre and its environs. If a Hirer chooses to play copyright music at the Business Centre, the Hirer must obtain a licence from APRA AMCOS (Australasian Performing Right Association Ltd and Australasian Mechanical Copyright Owners Society – Vic/Tas – Ph: 9426 5200), and PPCA (Phonographic Performance Company of Australia Ltd – Ph: (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. FOOD AND ALCOHOL

9.1. The Hirer must advise the Business Operations Support Team if any of the following occur:

9.1.1. External caterers are to be used.

9.1.2. The Hirer will be serving alcohol.

9.2. Food and drink shall be consumed only in those parts of the Business Centre as are authorised by the Business Operations Support Team.

9.3. The Hirer must ensure that any caterer engaged is registered and licensed for the purpose of providing catering services at the event and has received a full induction of the Business Centre and its catering facilities.

9.4. The Hirer or the caterer must obtain a Liquor License if alcohol is being served.

9.5 The Hirer must ensure the caterer engaged has completed and be able to present a COVID-safe plan of which the Hirer must keep a copy on file.

10. GOOD ORDER

10.1. The Hirer is responsible for ensuring the booking allows for adequate set-up and break-down time. The Hirer is responsible for ensuring that the Business Centre is left in the condition in which it was before the Hirer took possession of it. The Hirer shall be responsible for the maintenance and preservation of good order in the Business Centre and its environs throughout the whole duration of the hiring period.

10.2. The Hirer is responsible for ensuring the trees, plants and garden beds are not damaged in any way as a result of the hiring of the Business Centre.

10.3. Should Security personnel become necessary, the Hirer shall employ crowd control guards through University Security.

10.4. The Business Operations Support Team may arrange for police attendance or direct the Hirer to do so at the cost of the Hirer.

11. FACILITY USAGE & DAMAGE TO BUILDING AND EQUIPMENT

11.1. The Hirer shall be responsible for and shall pay to the University the cost of any loss of or damage to equipment either mechanical or electrical therein beyond fair wear and tear to the Business Centre, its property, fittings, furniture, curtains and, caused by and incurred during the hiring period.

11.2. 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 Business Operations Support Team to be the normal requirement.

11.3. No floors, walls or any parts of the building may be broken or pierced by nails, screws or other means, or damaged by sticking posters or placards to them.

11.4. 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 Business Operations Support Team. Should such activity result in the need for additional insurance, the premium will be the responsibility of the Hirer.

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

12. ACCESS TO THE VENUE

12.1. Entry to the Venue

12.1.2. 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.

12.1.3. The public shall only be permitted into the Business Centre during the running time of the specific event (staging time).

12.1.4. It shall be at the discretion of the Business Operations Support Team to require the Hirer to supply a full detailed written or printed statement or program, showing precisely what is to be done and take place during the period of the hire of the Business Centre, from the commencement of the bump-in time to the conclusion of the bump-out time.

12.2. Access by University or Representative

12.2.1. The Business Operations Support Team and any person/s duly appointed by the Business Operations Support Team shall at all times, and notwithstanding any hiring, be allowed to access to every part of the Business Centre.

12.3. Access by the Hirer

12.3.1. Notwithstanding any hiring, the building will always remain under the control of the University. The Business Operations Support Team has the discretion to prohibit access by the Hirer to operational areas such as, but not limited to, storerooms, plant rooms, workshop, offices and catering kitchen.

13. WASTE DISPOSAL

13.1 Monash University is committed to being environmentally responsible by reducing waste to landfill and increased recycling, as such appropriate waste and recycling facilities have been installed strategically throughout various areas of the campus.

13.2 Please ensure these facilities are used correctly ensuring all materials are disposed into the correct waste/recycling bins, all cardboard is flattened prior to placing into recycling bins.

13.3 To avoid contamination of recycling, please ensure no food items are disposed into recycling bins and no soft plastic in recycle bins.

13.4 If you require additional waste/recycling bins for your event, please contact the Business Operations Support Team.

14. SUSTAINABLE EVENTS

Monash University recognises its responsibility to practice and promote behaviours that support activities which will contribute to environmental sustainability within the local, national and international community. The University is committed to providing sustainable events and activities, and we encourage you to read the attached information and consider any ways in which you can assist in making your seminar a “green” event. Being conscious of energy conservation, the University also asks that you turn off lights and equipment on leaving the Venue.

15. TOUTING, HAWKING AND CANVASSING

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

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

16. GAMBLING

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

16.2. No raffle may be conducted in the Venue without prior approval in writing from the Business Operations Support Team 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 Business Operations Support Team.

17. ADMITTING PERSONS IN EXCESS OF CAPACITY

17.1. The Hirer shall under no circumstances, admit persons to the Business Centre in excess of its normal capacities. The Business Operations Support Team has the discretion to prevent the commencement of or halt the event should the capacity be exceeded or the doorways not be clear.

18. ADVERTISEMENTS

18.1. 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 Business Centre except upon the notice boards provided for this purpose and specifically assigned to the Hirer by the Business Operations Support Team.

18.2. The University reserves the right to reject any display that does not conform to a reasonable standard of presentation or which the Business Operations Support Team judges in their absolute discretion, to be unacceptable.

18.3. Hirers must not couple the name of Monash University with any promotional material sales or advertising without the express permission of the University, except for naming the Business Centre of the activity.

18.4. The University reserves the right to view all advertising material prior to publication.

19. DISPUTES

19.1. 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 the Standard Conditions of Hire, the decision of the University thereon shall be final and conclusive.

20. ANIMALS

20.1. No animals shall be permitted in the Business Centre 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.

21. VARIATIONS TO THESE CONDITIONS

21.1. The University may alter these Conditions of Hire at any time without prior notice.

22. FOYER TRADING

22.1. All rights to trading in the Business Centre are retained by the University and no sale or goods, programmes, services or business of any kind may be conducted unless written permission has been given by the Business Operations Support Team.

22.2. No food or refreshment shall be sold at the Business Centre unless in accordance with Clause 9 of these conditions without consent.

23. SMOKING

23.1. The University has adopted a smoke-free policy. A total ban on smoking applies in the Business Centre and all University buildings, grounds and in all University vehicles. Please advise your attendees of these requirements.

24. PRIVACY

24.1. The Business Operations Support Team is collecting the information on the application for the purpose of registering the booking. The personal information included in the form will only be used to communicate with the applicant. The information will not be disclosed by the Business Operations Support Team, except as required by law and in particular will not be disclosed to others for marketing purposes.

25. MANAGEMENT OF VENUE

25.1. The Hirer and persons within the Venue shall forthwith obey all directions or orders given the Business Operations Support Team as to the management of the Business Centre and events being conducted therein.

26. BREACH OF CONDITIONS

26.1. The Business Operations Support Team may expel from the Business Centre any person who breaches any of these Conditions of Hire and the Hirer must indemnify the University for any cost incurred as a result.

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

The acknowledgment of this document confirms your event to the Business Operations Support Team as well as the adherence by the signatory and all members of the organisations to these terms for all future events until **31 December 2021**.