

2. DEPOSITS AND PAYMENT

- 2.1 A holding deposit of fifty percent of the venue hire shall be paid by the Hirer within ten working days of the date of the Letter of Offer.
- 2.2 Bookings made within twenty-one (21) days of the date requested require the entire estimated hire charge including any extra expenses as the event requires to be paid no later than seven (7) working days of the date of Letter of Offer.
- 2.3 Hirers are required to pay the balance within twenty-one (21) working days of the Letter of Confirmation or as specifically set out in the Letter of Confirmation.
- 2.4 MUV 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 hire charges 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 were to continue beyond the confirmed booking time.
- 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 or abnormal cleaning.
- 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 14 days without written confirmation forwarded to MUV.
- 3.2 The Hirer shall not issue to any persons in advance any publicity relating to the use of the Venue prior to receiving the Letter of Confirmation from the University.
- 3.3 No event will be accepted without the Hirer supplying the appropriate documentation, including but not limited to Job Safety Analysis, Liquor License and proof of Third Party Inductions, where required, at least 6 weeks prior to an event.
- 3.4 The Hirer shall take possession of the Venue 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 Venue 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.

4. CANCELLATIONS BY THE HIRER:

- 4.1 Where written notification of cancellation is received by MUV 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 MUV.
- 4.2 If the Hirer were to need to change the date of the function, where written notification of this change is received by MUV 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 rebooked by MUV, the University would attempt to roll over the event date or change the Venue, subject to availability. If a deposit had already been received it would be transferred to the new date or apply it to the new venue.

5. CANCELLATIONS BY THE UNIVERSITY:

- 5.1 The University may prior to the event cancel any reservation previously made, notwithstanding that monies may have been paid in connection therewith and return to the Hirer all monies so paid which the Hirer hereby agrees to accept 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.
- 5.2 The University has the discretion to prohibit any event which is objectionable or dangerous or which would be detrimental to the reputation of the Venue or the University. It shall also be in the University's discretion to direct the return to the Hirer of any monies paid in respect of the 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 original 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 MUV 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, 5.2 and 5.4 and to have no claim at law or in equity for loss or damage as a consequence thereof.
- 5.6 The MUV Office may cancel events where the Hirer fails to meet the conditions stated by the University.
- 5.7 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.
- 5.8 The University may retain the entire Hire Fee in the event that the Booking is terminated in accordance with Clause 5.1, 5.2 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 a Job Safety Analysis and Risk Analysis when required by the University. This must be completed by the Hirer or the Hirer's employees, agents or subcontractors, as appropriate, within a reasonable time before the event.
 - 6.1.2 The Hirer must ensure that any of the Hirer's contractors coming onto University premises view the Safety Induction CD and are aware of its purpose before the event.
 - 6.1.3 The Venue, as a workplace, is subject to the Occupational Health and Safety Act of 2004. 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.
 - 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 MUV at least fourteen days prior to the first day of the hire period.
 - 6.1.5 The University must approve the rigging of these requirements.
 - 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 a 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 a 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 the University Computer technician approved by MUV.
 - 6.1.7 No additional electrical equipment shall be brought into the Venue without prior approval of the University. Any electrical equipment brought into the Venue must have a current test tag attached.
 - 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 MUV 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.
 - 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.
- 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 costs or damages arising as a direct or indirect result of the works.
- 6.6 In the event of a declared emergency the University requires the Hirer to immediately evacuate the Venue.

7. TRANSFER, ASSIGNING OR SUBLETTING OF HIRING

- 7.1 No hiring shall be transferred, assigned or sublet to another person or transferred to another date without the prior consent in writing of MUV.

8. OBSERVANCE OF LAWS

- 8.1 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.
- 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; available at <http://fsd.monash.edu.au/environmental-sustainability/environmental-issues/food-monash>
 - And
 - 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; available at <http://www.policy.monash.edu/policy-bank/management/its/it-use-policy-staff-and-authorized.html>.

- 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 Occupational Health and Safety Laws 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 MUV, 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. 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 (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.

10. INSURANCE

- 10.1 Prior to the first date of hire, 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 linked to the Hirer's use of the Venue for which they are legally liable. Confirmation of appropriate cover to a minimum of \$20Million must be supplied to MUV at least twenty one (21) days prior to the first day 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 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.
- 10.3 In arranging their internal insurance, 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 you require an area for food, please discuss with MUV so that a suitable venue can be provided and bins arranged for your use. If BBQs are used, please ensure that plastic sheeting is placed under the BBQ to prevent spillage of grease or fat. Please ensure that all rubbish is placed in bins provided and not stacked alongside.
- 11.2 The Hirer must advise MUV 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. (Please note that if selling food, a Hot and Cold Food Permit will be required).
 - 11.2.3 The Hirer will be serving alcohol.

- 11.3 Food and drink shall be consumed only in those parts of the Venue as are authorised by MUV.
- 11.4 The Hirer must ensure that any caterer engaged is registered and licensed for the purpose of providing catering services at the event.
- 11.5 The Hirer or the caterer must obtain a Liquor License if alcohol is being served. A copy of the license must be forwarded to the MUV 7 days prior to the event.

12. GOOD ORDER

- 12.1 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 Venue 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 Venue and its environs throughout the whole duration of the hiring period.
- 12.2 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 Venue.
- 12.3 Should Security personnel become necessary, the Hirer shall employ crowd control guards through University Security.
- 12.4 If alcohol is consumed, the numbers of security officers as stipulated by MUV must be in attendance.
- 12.5 Security officers are required to be in attendance at the Venue until the end of the vacate time of the event.
- 12.6 The Manager may arrange for police attendance or direct the Hirer to do so at the cost of the Hirer.

13. FACILITY USAGE & DAMAGE TO BUILDING AND EQUIPMENT

- 13.1 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 hiring period.
- 13.2 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 MUV to be the normal requirement.
- 13.3 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.
- 13.4 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 MUV. Should such activity result in the need for additional insurance the premium will be the responsibility of the Hirer.
- 13.5 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.

- 13.6 The Hirer will replace any University property, which is deemed by MUV to be damaged beyond reasonable repair.
- 13.7 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 Facility 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.
- 13.8 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.
- 13.9 Marquees are not to be set up with pegs and stakes. Sandbags and water barrels must be used.
- 13.10 Fax, photocopying and phone usage will incur additional fees
- 13.11 Audiovisual equipment supplied by the University will incur hire fees
- 13.12 Additional fees for Duty Officers and/ or Security Guards for staffed events will need to be discussed and agreed to by the Hirer.

14. LIABILITY AND INDEMNITY

- 14.1 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.
- 14.2 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.

15. EVENTS

15.1 RUNNING TIMES

- 15.1.1 For a public event, the Hirer will give MUV four 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 MUV.
- 15.1.3 The Hirer, or the Hirer's representative, must be in attendance at the Venue for the entire hire period.

15.2 CONTENT OF EVENT

It shall be at the discretion of MUV 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.

16. ACCESS TO THE VENUE

16.1 ENTRY TO THE VENUE

- 16.1.1 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.
- 16.1.2 The public shall only be permitted into the Venue during the running time of the specific event (Staging Time).
- 16.1.3 It shall be at the discretion of MUV 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 hire of the Venue, from the commencement of the Bump-In Time to the conclusion of the Bump-Out Time.

16.2 ACCESS BY UNIVERSITY OR REPRESENTATIVE

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

16.3 ACCESS BY THE HIRER

- 16.3.1 Notwithstanding any hiring the building will always remain under the control of the University and MUV 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.

17. PHOTOGRAPHS AND RECORDINGS

- 17.1 Any photography or recording by any means in the Venue is not permitted without the prior written consent of MUV.

18. TOUTING, HAWKING AND CANVASSING

- 18.1 Calling out aloud, spruiking or touting in relation to any entertainment or engagement shall not be permitted inside or within the environs of the Monash University, except by permission in writing from MUV.
- 18.2 Hawking and canvassing on University property is prohibited, except where the prior written approval has been given by an authorised University representative.

19. GAMBLING

- 19.1 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.
- 19.2 No raffle may be conducted in the Venue without prior approval in writing from MUV and then only if appropriate registration with Casino and Gaming Authority has been obtained by the Hirer and sighted by MUV.

20. ADMITTING PERSONS IN EXCESS OF CAPACITY

- 20.1 The Hirer shall under no circumstances, admit persons to the Venue in excess of its normal capacities. MUV has the discretion to prevent the commencement of or halt the event should the capacity be exceeded or the doorways not be clear.

21. ADVERTISEMENTS

- 21.1 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 MUV.
- 21.2 The University reserves the right to reject any display that does not conform to a reasonable standard of presentation or which MUV judges in their absolute discretion, to be unacceptable.
- 21.3 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 Venue of the activity.
- 21.4 The University reserves the right to view all advertising material prior to publication.

22. DISPUTES

- 22.1 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.

23. ANIMALS

- 23.1 No animals shall be permitted in the Venue 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.

24. VARIATIONS TO THESE CONDITIONS

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

25. FOYER TRADING

- 25.1 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 written permission has been given by MUV.
- 25.2 No food or refreshment shall be sold at the Venue unless in accordance with Clause 11 of these conditions without consent

26. SMOKING

- 26.1 The University has adopted a smoke-free policy. A total ban on smoking applies in the Venue and in all University buildings and in all University vehicles. Smokers are asked not to stand in the vicinity of any building entrances, exits or air intakes to buildings. Smokers have the responsibility of disposing of cigarette butts in an environmentally friendly manner and where possible to use the receptacles that the University provides for this purpose. Please advise your attendees of these requirements.

27. PRIVACY

- 27.1 The University is collecting the information on the application for the purpose 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 University, except as required by law and in particular will not be disclosed to others for marketing purposes.

28. MANAGEMENT OF VENUE

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

29. BREACH OF CONDITIONS

- 29.1 The University may expel from the Venue any person who breaches any of these Conditions of Hire and the Hirer must indemnify the University for any cost incurred as a result.