

Standard Conditions of Hire

SKY ROOM at 30 Collins Street, Melbourne, Victoria

**Managed by the Business Operations Support Team (Clayton),
Monash Business School.**

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 Sky Room is required and the days and times during which it is to be occupied.

1.2. When an 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 Sky Room is available for hire at a particular time does not constitute a reservation or booking for that time. A Sky Room 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 Sky Room 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 agree to 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 or cancel 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 Sky Room shall not be held for more than 10 working days after which time the reservation will be released without notice or written confirmation.

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

2.3. The Hirer shall take possession of the Sky Room 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 Sky Room 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. 10 business day cooling off period where the booker can cancel without a charge, after which (50%) of the booking fee will be charged in the billing month that the event was cancelled. Where written notification of cancellation is received less than four (4) weeks prior to the event start date, the Hirer will incur (100%) of the 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 Sky Room or Monash 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 any event without assigning a reason 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 to do so either verbally or in writing.

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. CANCELLATIONS DUE TO COVID-19 GOVERNMENT RESTRICTIONS

5.1. If an event is required to be rescheduled to be compliant with COVID-19 government restrictions we will work with the hirer to find a mutually available date to reschedule to and transfer all fees to the new date. There are no transfer or rescheduling fees. If a mutually agreed date cannot be decided on, the hirer can opt to cancel the booking at no charge.

6. PURPOSE OF HIRE

6.1. The Hirer must not use the venue for any other purpose other than the event it has been booked for without prior written consent from the Business Operations Support Team.

7. SAFETY PROCEDURES

7.1. 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 at least one week prior to the event. In the case of last minute booking this must be completed by the Hirer or the Hirer's employees, agents or subcontractors at least 24 hours prior to the event commencement.

7.2. As a workplace the Sky Room 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.

7.3. It is the Hirer's responsibility to ensure any additional electrical equipment brought into the Sky Room has a current test tag attached.

7.4. 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 persons, equipment and the Sky Room.

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

7.6. The Hirer agrees to abide by any conditions of entry to the Sky Room including Government mandates. 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.

7.7. The Hirer must not interfere with the electrical, lighting or audio installations at the Sky Room.

7.8. The Hirer must not interfere with any structural aspect of the Sky Room.

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

7.10 Events that run on weekends, public holidays or on weekdays after 5:00 PM require the event organiser to book a security officer. Security officers are booked through SCOUT or by contacting security on Ext. 27777 or security@monash.edu.

8. TRANSFER, ASSIGNING OR SUBLETTING OF HIRING

8.1. 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.

9. OBSERVANCE OF LAWS

9.1. 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 Acts, relevant by-laws, rules or regulations made thereunder, and shall be liable for any breach of any such Acts, by-laws rules or regulations.

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

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

9.2.2 The Hirer must adhere to [Monash University Information Technology Acceptable Use policy](#) particularly with regard to audio-visual laptops and the need for any specialised software.

9.3. The Hirer is responsible for ensuring the number of attendees at the event does not exceed the capacity of the Sky Room. 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.

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

9.5. 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.

10. INFRINGEMENT OF COPYRIGHT

10.1. 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 Sky Room and its environs. If a Hirer chooses to play copyright music at the Sky Room, 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 PCCA (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.

11. FOOD AND ALCOHOL

11.1. Only caterers from the Approved Caterers List provided may be employed for events within the Sky Room. These service providers:

- Are registered and licensed for the purpose of providing catering services.
- Hold a Liquor Licence and staff have Responsible Service of Alcohol certification.
- Have received a full induction of the Sky Room and its catering facilities.
- Have completed a COVID-safe plan which the Business Operations Support Team has on file.

11.2. Only caterers with RSA certification are permitted to serve alcohol.

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

11.4. Any event that runs after 5:00 PM where alcohol is served will require the event organiser to book a security guard. Security guards can be booked through SCOUT or by contacting security on Ext. 27777 or security@monash.edu.

12. TECHNICAL SUPPORT

12.1. It is the responsibility of the hirer to arrange any technical support required with [eSolutions](#) prior to the event by calling 03 99051777 or emailing servicedesk@monash.edu. It is recommended any technical support be arranged a minimum of one week prior to the event.

12.2. If urgent assistance is required during an event eSolutions Audio Visual Priority Support can be contacted by dialling extension 55155 on the internal phone.

13. GOOD ORDER

13.1. The Hirer must at the end of the hire period return the Sky Room to the state it was in prior to the event, unless a written agreement to the contrary has been obtained from the Business Operations Support Team.

13.2. The Hirer indemnifies the Business Operations Support Team from any costs or damages arising as a direct or indirect result of any action undertaken by or at the behest of the Hirer.

13.3. 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 Sky Room is left in the condition in which it was before the Hirer took possession of the space. The Hirer shall be responsible for the maintenance and preservation of good order in the Sky Room and its environs throughout the whole duration of the hiring period.

13.4. 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 Sky Room.

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

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

14. FACILITY USAGE & DAMAGE TO BUILDING AND EQUIPMENT

14.1. 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 Sky Room, its property, fittings, furniture, curtains and, caused by and incurred during the hiring period.

14.2. The Hirer shall be responsible for and pay to the University the cost of extra cleaning incurred by the action of the Hirer or the Hirer's employees, servants, agents or invitees over what would be determined by the Business Operations Support Team to be the normal requirement.

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

14.4. 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 written 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.

14.5. The Hirer will be liable for any costs incurred by the University in repairing any damage and/or any non-routine cleaning of the Sky Room, its fixtures, fittings and any other piece of equipment contained therein.

15. ACCESS TO THE VENUE

15.1. 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.

15.2. The attendees shall only be permitted into the Sky Room during the running time of the event staging time.

15.3. 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 Sky Room, from the commencement of the bump-in time to the conclusion of the bump-out time.

15.4. Access by University or Representative. 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 Sky Room.

15.5. Access by the Hirer. Notwithstanding any hiring, the building will always remain under the control of Monash 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.

16. WASTE DISPOSAL

16.1. 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 Sky Room.

16.2. The Hirer must ensure that waste and recycling facilities are used correctly ensuring all materials are disposed into the correct waste and recycling receptacles and that all cardboard is flattened prior to placing into recycling bins.

16.3. To avoid contamination of recycling, please ensure no soft plastic or food items are disposed into recycling bins.

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

17. TOUTING, HAWKING AND CANVASSING

17.1. Calling out aloud, spruiking or touting in relation to any entertainment or engagement shall not be permitted within the Sky Room and/or its outside spaces except by permission in writing from the Business Operations Support Team.

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

18. GAMBLING

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

18.2. 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.

19. ADVERTISEMENTS

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

19.2. 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.

19.3. 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 Sky Room for the activity.

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

20. ANIMALS

20.1. No animals shall be permitted in the Sky Room 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. DISPUTES

21.1. 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.

22. FOYER TRADING

22.1. All rights to trading in the Sky Room 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 the Business Operations Support Team.

22.2. No food or refreshment shall be sold at the Sky Room without prior written consent from The Business Operations Support Team.

23. SMOKING

23.1. The University has adopted a smoke-free policy. A total ban on smoking applies in all University buildings, grounds and in all University vehicles. This applies to the Sky Room and all facilities at 30 Collins St including balconies. 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 obey all directions or orders given the Business Operations Support Team as to the management of the Sky Room and events being conducted therein.

26. BREACH OF CONDITIONS

26.1. The Business Operations Support Team may expel from the Sky Room at any time without warning any person who breaches any of these Conditions of Hire and the Hirer must indemnify the University for any cost incurred as a result.

27. VARIATIONS TO THESE CONDITIONS

27.1. The University may alter these 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.

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.