



# CONDITIONS FOR HIRING UNIVERSITY PREMISES

1. (a) In these conditions the words have the following meaning:
  - 'Application Form' means the form titled 'Application for the Hire of Teaching Venue University Premises' completed by the Hirer and accepted by the University.
  - 'Equipment Hire Fee' means the equipment hire fee specified in the Application Form;
  - 'Hirer' means the organisation/person/persons whose application for the hire of the Venue is accepted by the University;
  - 'Venue' means that portion of the University premises stated in the Application Form and the normal means of access thereto and the adjoining conveniences;
  - 'Venue Hire Fee' means the venue hire fee specified in the Application Form.
  - 'Total Fee' means the total fee payable under the contract for the hire of the Venue including the Equipment Hire Fee, the Venue Hire Fee and any additional fees payable.
- (b) Where the Hirer consists of two or more persons those persons will be bound by these conditions jointly and severally and will be jointly and severally liable for any liability arising from these conditions or otherwise arising in respect of the hiring of the Venue.
2. Subject to clause 10, the University will hire the Venue to the Hirer for the purpose or purposes expressed in the Application Form for the hire of the Venue.
3. At the time the University notifies the Hirer that its application has been accepted, the University will provide the Hirer with a quotation outlining the Equipment Hire Fee, Venue Hire Fee and any additional fees payable.
4. On the Hirer's acceptance of the Quotation, a contract is formed between the Hirer and the University that includes:
  - > these terms;
  - > the Application Form; and
  - > the Quotation.
5. At the time the Hirer accepts the Quotation, the Hirer must pay the University a deposit equal to 50% of the Venue Hire Fee.
6. If the Hirer cancels or terminates the hire of the Venue fourteen (14) days or more prior to the scheduled hire of the Venue, the Hirer must pay the University (or forfeit any deposit or payment to an equivalent amount) an amount equal to 10% of the Venue Hire Fee.
7. If the Hirer cancels or terminates the hire of the Venue less than fourteen (14) days prior to the scheduled hire of the Venue, the Hirer must pay the University (or forfeit any deposit or payment to an equivalent amount) an amount equal to 50% of the Venue Hire Fee.
8. Any arrangement or contract for the hire of the Venue may, at any time before the date for which the Venue is hired, be cancelled by the University and, upon returning to the Hirer all moneys paid, the University will not be liable to the Hirer for damages or otherwise. Subject to clause 13, regarding notification of timeframes.

For further information or reference to ANU Policies, Procedures, Rules and Standards please refer to the following links:

<http://about.anu.edu.au/governance-structure/legislation/statutes>

<https://policies.anu.edu.au/ppl/index.htm>

<http://about.anu.edu.au/governance-structure/legislation/rules>

9. The Hirer will use the Venue only for the purpose or purposes expressed in the Application Form for the hire of the Venue and will not sublet the whole or any part of the Venue. The hire of the Venue does not entitle the Hirer to use or enter the Venue at any time other than on the dates set out in the Application Form unless prior arrangements have been made in writing with an authorised member of the University.
10. Amounts additional to the Venue Hire Fee, Equipment Hire Fee, and additional costs referred to in clause 11, may be charged for damage to the Venue, the University's property or grounds, for any cleaning required at the Venue or for any security or fire brigade call outs to the Venue due to an act or omission of the Hirer or its invitees. Such additional amounts will be payable to the University on demand within fourteen (14) days of receipt of the relevant invoice.
11. The Venue Hire Fee does not include any costs other than Venue hire costs, and the Equipment Hire Fee does not include any costs other than for equipment requested by the Hirer in the Application Form. The Hirer may incur additional costs, including but not limited to costs associated with extra cleaning of Venue, police, security, parking, setup, telephone, supplied keys, photocopier use provided by the University or costs associated, catering and any hire equipment from external suppliers.
12. The Hirer acknowledges and agrees that the University is entitled to access the Venue at all times.
13. Alteration to the Hirer's event may occur if the event conflicts with and prevents a projected activity of the University's teaching timetable, provided that the University first notifies the Hirer in writing not less than 4 weeks prior to the Hirer's event of the need to be transferred.
14. The Hirer must procure all necessary licences and permissions for the right to perform any work in which intellectual property subsists at its expense and must, if so required by the University, produce evidence to the satisfaction of the University that such licences and permissions have been granted. The acceptance by the University of and application for the hire of the Venue will not be construed as a permission to use the Venue for the performance of a copyright work without the consent of the owner of the copyright.

15. Any person not complying with these conditions, committing any nuisance or offence, or in any way misconducting themselves, may be summarily expelled from the Venue by an authorised officer of the University.
16. The Hirer will observe and comply with the provisions of all Acts, Statutes, Rules, Orders, Policies and Procedures which are applicable to the Hirer in respect of the use of the Venue or which are relevant to the purpose for which the premises Venue is used by the Hirer. The Hirer must comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at the Venue (including the University's smoke free workplace policy), whether specifically drawn to the attention of the Hirer or as might reasonably be inferred from the circumstances.
17. The Hirer must use the Venue in conformity with all applicable laws, regulations or by-laws of the Commonwealth, Australian Capital Territory and University, including those relating to liquor (see the University's Liquor Statute 2007 at <http://www.anu.edu.au/cabs/statutes/liquorstatute> and must not allow any behaviour to take place which in the view of the University is unsuitable, objectionable or dangerous. <http://facilities.anu.edu.au>
18. Facilities in all theatres are available to the Hirer. Additional equipment can be hired from the Co-Ordinator, Hire Centre, Audio Visual Services on (02) 612 51619.
19. The campus is no smoking. No eating or drinking is allowed in any theatre or room hired, (exemption to some venues) with certain morning and afternoon teas served on verandas or in foyers. Catering facilities are not provided. Lunches, morning and afternoon teas should be arranged through any of the residential Colleges, external caterers, University House, Student's Union Refectory or University Functions.
20. The Hirer must be mindful when obtaining Venue hire within the University of excessive noise so as to not impact core teaching and research activities of the University.
21. The floors, walls or any part of the Venue must not be written on or cut, broken, or pierced by nails, screws or other contrivances, and the Venue will not be decorated or placard without the approval of an authorised officer of the University.
22. No material will be used on the floor of the Venue unless that material has been approved by an authorised venue hire officer of the University.
23. No person will alter or remove any part of the seating of the Venue without the permission of an authorised venue hire officer of the University.
24. The Hirer is responsible for all of its invitees to the Venue and for any property placed in the Venue by the Hirer or its invitees to the Venue. The University is expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the hire of the Venue.
25. The Hirer will pay for any damage done to the Venue during the period of the hiring and for any damage done to fittings, furnishings and fixtures therein as a result of improper or negligent use by any person. Any such damage may be repaired or any damaged articles replaced by the University at the expense of the Hirer. The University, at its discretion may ask the Hirer to take out Public Risk Insurance. Please see <https://services.anu.edu.au/files/guidance/hiring-of-anu-premises-by-organisations-external-to-the-anu>
26. The Hirer will, by the conclusion of the hiring or within such reasonable time thereafter as the University may allow, restore the Venue to a reasonably clean and tidy condition, provided that the University may, at its option, carry out at the expense of the Hirer such work as it may deem necessary to restore the Venue to the order and condition herein before mentioned.
27. If the Hirer fails to vacate the Venue by the time stated for the expiration of the hiring it will be liable for such further hiring charges as the University may determine.
28. All advertisements and public announcements concerning events to be held in University premises will include the name of the organisation or person responsible for arranging the event.
29. The Hirer must not use the University's name, logo or contact details in any advertisement of the event to be held in the Venue without obtaining prior approval of the University (other than the address and location of the Venue where reasonably required to notify attendees of the Venue).
30. The Hirer will make no statement in an advertisement which might imply that the function is conducted by, endorsed by or is in any way connected with the University.
31. The Hirer must maintain current relevant insurance policies and indemnities and will keep indemnified the University, its officers, employees and agents from and against all actions, claims, demands, costs and expenses (including the cost of defending or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to any person (including death) or loss or damage to property which may arise from or be a consequence of any act or omission of the Hirer, its officers employees or agents reasonably connected with the hire of the Venue.
32. The Hirer is responsible to provide relevant and timely information to the University to assist selection of a fit for purpose venue respective to Access and Inclusion requirements. Teaching venues typically include ground floor or level floor access, entrance width is compliant and the podium is not raised. A number of venues have been retrofitted to support special needs, meaning wheelchair specific locations including assistance railings that are fitted with raised power outlets and carer seating / location (if required). Where requested the University provides raised stools (similar to bar stools) for those who may need to sit / lean while delivering a lecture and a lowered table at some venues that only have standing height lectern space.
33. The entity/person booking the room/venue agrees to use the room/venue for the purpose as identified in the booking form. If the room/venue is found to be used for an activity that is not in line with that agreed, the entity/person making the booking may be banned from booking any room/venue for a period as determined by the Director of Facilities and Services.