Agreement for Hire of Campus Facilities

Conditions for Hire of Halls, Lecture and Meeting Rooms, Courtyards and Facilities

For the purposes of this agreement the term facilities refers to any part of the University premises which the University agrees to hire under this agreement.

1. The Hirer must complete the University of Notre Dame Australia External Functions and Events Application Form and have nominated a representative who will be attending the function and will be held responsible for adherence to these conditions.

2. A security of no less than $500 must be deposited with the University Fees office at the time of submitting the Application Form. Depending on the nature of the event the University may require further security to be deposited prior to the event. Provided that no damage is done to the facilities the security will be refunded in full within 7 days of the completion of the function. In the event of damage the Campus Services Manager may refuse to refund all or part of the security.

3. The University reserves the right to refuse the hire of the facilities, if the purpose for which it is used is contrary to the University’s objects. The Hirer must not use the facilities for a purpose that results in the reputation of the University being brought into question or for any purpose other than the purpose agreed by the University. If any money has been paid prior to the University’s decision to refuse the hire of the facilities, the University will refund the money.

4. Unless otherwise agreed the Hirer shall pay the total hire charge to the University at least 14 days prior to the date of hire. The Hirer may be liable to pay a cancellation fee of 100% of the hire charge if less than 24 hours notice is provided to the University advising of cancellation.

5. The University makes no warranty or representation to the Hirer about the condition of the venue or facilities or their suitability for the Hirer’s purpose. Further, the Hirer acknowledges that they have inspected the facilities and warrants that the facilities are suitable for the Hirer’s purposes.

6. The Hirer will be responsible for the maintenance of good order in the facilities and for any part of the University’s premises affected by the hiring. The University reserves the right to direct the Hirer to implement appropriate security arrangements during the hire period and to charge a cleaning fee where special cleaning services are required as a result of the facility being hired by thehirer.

7. The Hirer must comply with all directions and requests made by authorised University officers.

8. The Hirer must take out and maintain for the duration of the hire period:
   a) public liability insurance of at least $20,000,000.00;
   b) statutory workers compensation insurance only if the hirer intend to employ workers to work at the facility; and
   c) deliver statements of currency for the insurance policies to the University at the time of entering this agreement.

The policy of insurance must be acceptable to the University. Failure to deliver an acceptable policy prior to the event will result in cancellation of the hire agreement.

9. The Hirer occupies and uses the facilities at its own risk. The Hirer shall be liable for and shall indemnify the University, its officers, employees and agents from any claim for damage, loss, injury or death made against them by any person:
   a) whether or not it is caused by the Hirer’s negligence or default if it:
      i. Occurs in the facilities during the period of the hire; or
      ii. Arises out of or is a consequence of the use of the facilities by the Hirer; and
   b) If it arises from the negligence or default of the Hirer or the Hirer’s employees.

10. The Hirer shall not do or permit to be done anything that may invalidate any policy of insurance or affect the right of the University to claim under a policy. If the Hirer is in breach of this condition then the Hirer indemnifies the University against all damages losses and costs which the University may incur as a result of such act.

11. It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities that may be required to be obtained for the planned
activities. If entertainment is to be provided the Hirer must ensure they do not transmit any performance which may infringe copyright. The Hirer must obtain the relevant performance licences and comply with local council requirements in relation to noise and nuisance. A copy of any licences obtained must be provided to the University prior to the event. The Hirer agrees to indemnify the University against any claim arising out of excessive noise, disturbance or nuisance by people attending the facilities during the hire period.

12. If the Hirer intends to serve alcohol, approval must be sought from the Vice Chancellor (or delegate) at first instance. If the Vice Chancellor (or delegate) approves the serving of alcohol the Hirer shall be responsible for applying for and obtaining the relevant liquor licences. The Hirer must provide evidence of these licences prior to the event and ensure that alcohol is served in a responsible manner. The University reserves the right to place any conditions on the Hirer in relation to the serving and consumption of alcohol in the facilities. Under no circumstances shall liquor be sold. Alcohol must not be served to persons under the age of 18 years.

13. The Hirer must ensure that nothing is attached in any manner to any part of the interior or exterior of the facilities. The Hirer will be responsible for the costs of making good any damage to buildings, fixtures, furnishings, equipment or any other property as a result of the hiring.

14. The facilities, including any appliances used, must be left in a clean and tidy condition. No food or drink may be left on the premises and all bottles and rubbish must be removed from the premises and placed in the appropriate clearly marked bins.

15. The Hirer must observe their responsibilities and obligations with regard to the health and safety of persons using the facility. The Hirer must be aware of the University’s Emergency Evacuation Procedures. Instructions must be posted within the facilities.

16. Sales of any kind are not permitted without prior approval.

17. The Hirer must not use the name of the University or the University logo in any advertising or promotional material or make any statement that implies that the University is in any way connected to the function or the Hirer.

18. Sub-Letting of facilities is never permitted.

19. In case of any disputes arising, the decision of the University’s authorised officer will be final.

20. The Hirer of the venue and guests are confined to the venue booked and its accompanying facilities and this does NOT extend to the remainder of the University’s grounds.

21. Smoking is not permitted within any buildings or courtyard on the university campus.

I/we agree to comply with all the conditions above

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Approved and Signed on behalf of the University of Notre Dame Australia

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Please forward this completed form to the Venue Coordinator, Events Office.

Email: fremantle.venuehire@nd.edu.au
Phone: 9433 0572

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1 Name of organisation / company or person
2 Signature of authorised person
3 Signature of authorised person

2 The University of Notre Dame Australia Agreement for Hire of Campus Facilities