

Academic Registrar's Division
Central Timetabling Unit

Conditions of Hire Agreement (“Agreement”)

Between University of Wollongong (“the University”) and the Organisation or Individual detailed at the end of this Agreement (“the Hirer”)

1. **Confirmation of Room Hire:** Bookings will be confirmed after the University has received and approved the Application to Hire UOW Teaching Venues Form and requested documents.
2. **Use of Facilities:** This Agreement only covers the use of facilities listed in the Application to Hire UOW Teaching Venues Form at the requested times and for the stated purpose. Any additions or variations should be advised to the Central Timetabling Unit at least 2 weeks prior to the booking.
3. **Rejection of Applications:** The University reserves the right to reject any applications for hire by any individual or organisations without providing a reason.
4. **Guideline:** The Hirer agrees to comply with the Out of Business Hours and External Client Booking Information Guideline (“Guideline”).
5. **Advertising or directional material:** The display of advertising or directional material of any kind is not permitted at the University entrances. Any unauthorised signage will be immediately removed and destroyed. The Hirer shall not display, publish or broadcast advertising material that infers that the event for which the facilities are being used is in any way connected to or endorsed by the University and the Hirer shall not reproduce or make use of any the University’s branding or logos, without obtaining prior permission to do so.
6. **Occupational Health and Safety:** The Hirer and its guests must comply with the University’s *Occupational Health and Safety Policy* which can be accessed at:
<http://www.uow.edu.au/content/groups/public/@web/@gov/documents/doc/uow016894.pdf>
7. **Indemnity:** The Hirer indemnifies the University against all actions, claims, demand, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the University) that the University may sustain or incur arising from:
 - a) an injury or death of any person; or
 - b) any damage to any property

as a result of or in connection with, whether directly or indirectly, the Hirer’s use of the facilities.

The Hirer’s liability to indemnify the University under this clause 7 shall be reduced proportionately to the extent that any such claim is a direct result of a breach of this Agreement on the part of the University, or any lawful or negligent act or omission on the part of the University contributed to the injury or damage.

The Hirer shall indemnify the University against any infringement of rights under copyright in connection with the performance, display or transmission of musical, artistic or dramatic work, as a result of or connection with the Hirers use of facilities.

8. Insurance: The Hirer must take out and keep in force for the period in which they are using the University facilities:

- a) Public Liability Insurance in the amount of not less than \$10 million in respect of each and every occurrence and unlimited in the aggregate for any one period of cover;
- b) Professional Indemnity Insurance in the amount of not less than \$10 million in respect of each and every occurrence and unlimited in the aggregate for any one period of cover; and
- c) Adequate workers compensation insurance for employees.

The above cover must be extended to any of the Hirers' subcontractors using the University's facilities.

9. Objectionable and dangerous activities: The University may at its sole discretion, prohibit, cancel or stop without notice any performance, function or activity which is objectionable, dangerous, illegal or detrimental to the reputation of the University. The University reserves the right to remove any person from the premises immediately if their behaviour is deemed by the University to be offensive, noxious, illegal, immoral, disorderly, riotous, and dangerous or in breach of any relevant law or University Policy.

10. Regulations: The Hirer is responsible for complying with all Commonwealth, State and Local government regulations in so far as they concern the use of buildings for public use. No intoxicating substances shall be consumed in the premises or grounds without the permission of the University and only in accordance with relevant State laws.

11. Smoking: Smoking is prohibited in all University buildings. The Hirer will ensure that this prohibition is observed at all times. The Hirer and its guests must comply with the University's Smoke-Free Workplace Policy which provides that:

"2. *Smoking is prohibited:*

- a. *in all University buildings;*
- b. *in all University vehicles;*
- c. *adjacent to entrances or exits of buildings;*
- d. *adjacent to any windows or intakes for air-conditioning plant;*
- e. *adjacent to any outdoor area where there are combustibles or flammables stored;*
- f. *in an enclosed public places – enclosed, in relation to public place means having a ceiling or roof and, except for doors and passageways, completely or substantially enclosed, whether permanently or temporarily.*

3. *Adjacent to building means the smoking activity is not in the physical proximity of the building which:*

- a. *require people using the entrance or exit to pass through smoke;*
- b. *allows the smoke to enter the building".*

The complete policy can be accessed at:

<http://www.uow.edu.au/content/groups/public/@web/@gov/documents/doc/uow058720.pdf>

12. Public Nuisance: Noise levels for all activities conducted in common teaching venues are to be kept at an acceptable level. The use of the facilities is not to create or contribute to any public nuisance. Any complaints received will be directed to Campus Security who will assess the situation and speak to the Hirer to ask that the noise or public nuisance be reduced in consideration of the campus community and local residents. The University reserves the right to evict the Hirer from the facilities if noise continues after the first warning.

13. Group Organiser and Children under 18: A group organiser must be nominated by you. The group organiser is responsible for the conduct of all guests in the group, including all guests under the age of 18. The group organiser is responsible for familiarising themselves with the University's *Children in the Workplace and Study Environment Policy*.

<http://www.uow.edu.au/content/groups/public/@web/@gov/documents/doc/uow058657.pdf>

14. Teaching Facilities: The floors, walls, or any part of the premises shall not be written on or pierced by nails or other contrivances and the facilities shall not be decorated or place carded, nor can any seats be altered or removed without prior approval of the University. Gangways and passageways shall be kept free of obstructions at all times.

15. Out of Hours Evacuation procedures: In the event of an emergency the Hirer is responsible for the orderly evacuation of the facilities specified in the Guideline.

16. Fees: The fees payable by the Hirer shall be in accordance with the appropriate rates established from time to time by the University. These rates can be found in the Guideline.

Thirty percent (30%) of the total fee due to the University will be required to be paid by credit card as a deposit at least one month prior to event date. The Hirer is required to submit the EFTPOS Venue Hire Deposit Transaction Form with the relevant credit card details upon signing this Agreement.

The Hirer will receive an invoice after the completion of the Hirer's event for the remainder of the fee. The deposit amount will be taken off the total fee due.

In the event of cancellation prior to the event, the total deposit cost paid by the Hirer will be refunded. In the event of cancellation by the University after the commencement of the event pursuant to clause 9, the deposit cost paid by the Hirer will not be refunded.

17. Additional fees:

- a) The University accepts normal wear and tear of its facilities. The Hirer agrees to indemnify the University for any loss or damage to facilities other than normal wear and tear that occurs during the Hirer's use of the facilities. On this basis, the Hirer agrees to pay additional charges imposed for repair of any damage, beyond normal wear and tear caused to buildings, furnishing or equipment or for the removal of unwanted materials left after occupancy.
- b) In addition to clause 17(a), the Hirer agrees to re-imburse the University for any reasonable "out-of-pocket" expenses that may be incurred in relation to the Hirer's use of facilities beyond that reasonably anticipated by the University, e.g. extra cleaning services, or overtime for an attendant or security.

18. GST: Prices quoted are inclusive of GST. Where a tax invoice is to be supplied by the University this document will be GST compliant and shall provide the recipient of the supply, or where different the payer, with the necessary documentation as shall enable or assist that party in claiming or verifying any input tax credit, rebate or refund in relation to the GST payable under these arrangements.

19. Audio Visual Equipment: Since audio visual equipment is available in most rooms which will be offered for hiring, no extra charges for the use of this equipment are proposed unless the University is required to incur additional costs for operator's time in accordance with clause 17(b). The Guideline contains further information on audio visual equipment.

DECLARATION

I have read and understood the above information and agree to be bound by these Conditions of Hire and the information provided by the University in the event of this application being accepted.

I agree to pay the prescribed fee and additional charges, as per the Pricing Information contained in the Guideline and clause 16.

If the booking is made on behalf of any organisation, then I warrant that I am duly authorised by the organisation to bind the organisation to these Conditions of Hire.

(Please sign the appropriate block)

Individual	Organisation
Name: _____	Company/Group Name: _____
Signature: _____	ABN/ACN (if applicable) _____
Date: _____	Name of Authorised Person: _____
	Signature of Authorised Person: _____
	Date: _____