



CONDITIONS FOR SHORT TERM HIRE, AND OTHER USE OF UNIVERSITY PREMISES AND FACILITIES

(In Accordance with University regulation 14.1(2), paragraph 4)

This form should be used for all Short Term Hires or Use of University Premises/Facilities.
This form must be completed, signed and returned to your University's Events booking officer.

1. At the time of making application, the hirer shall disclose all information deemed necessary by the Chief Operating Officer including:
 - a description of the nature of the occasion;
 - whether or not the occasion involves the provision of alcohol or the conduct of games of chance;
 - details of any musical performance;
 - details of any equipment, decorations or advertising material to be brought onto the campus;
 - details of any activities that may impact on the fire alarms/emergency detection equipment (ie smoke alarms);
 - details of any visitors or aspects of the event that may necessitate additional security, or that may compromise the safety or reputation of the University.
2. The hirer shall be entitled to use only the premises or facilities defined in the application with necessary access to the same.
3. The hirer shall be responsible for any loss or damage to property caused by any person using any part of the premises or facilities of the University in connection with and during the currency of the hiring, and the hirer agrees to indemnify the University against all claims and demands made or costs or expenses incurred in connection therewith, unless the damage arises from or by reason of any defect in the buildings or other property hired.
4. Officers, employees and agents of the University having reasonable cause shall at all times have free and uninterrupted access to any and every part of any premises hired.
5. The hirer shall comply with any and all reasonable instructions or requests of the Chief Operating Officer or person in receipt of written delegation from that officer, in connection with the hiring.
6. The hirer shall comply with the provisions of all relevant Acts of Parliament and regulations there under and the requirements of the Australian Performing Rights Association and shall be liable for any breach of any of those provisions or requirements.
7. The hirer or a person or persons nominated by the hirer, shall be in attendance at the premises or facility throughout the period of hire.
8. The floors, walls, curtains, floor coverings and any other part of the buildings, fittings and furniture shall not be broken or pierced by nails or screws or otherwise damaged.
9. All University buildings and undercover spaces are designated no-smoking areas and this policy should be strictly adhered to.
10. All decorations which may have been permitted shall be removed by the hirer from the premises at the conclusion of the booking or before noon on the day following the day of the hiring and the hirer shall leave the premises hired and the approaches thereto in a clean and tidy condition and shall report to an authorised officer responsible for those premises any damage which may have occurred during the hiring or in connection therewith.
11. Any function held within the buildings or grounds shall end not later than 1.30am on the day following the hiring, and the premises hired shall be vacated not later than 3am on the day following the hiring.
12. Any person committing a breach of any of these conditions may be summarily expelled from the premises hired, notwithstanding that such person may have paid for admission to those premises.
13. The hirer shall be responsible for the observance of each and all of these conditions, and for the maintenance and preservation of good order in and about the premises hired and the approaches thereto, throughout the duration of the hiring or in connection therewith.
14. The contract of hire may be terminated at any time by the Chief Operating Officer in his or her absolute discretion.
15. If a contract is terminated under section 14 prior to the commencement of the hiring period all monies paid to the University by the hirer shall be refunded.
16. The Hirer undertakes to pay the charges for security services, insurance, cleaning and any other costs incurred by the University in connection with the use of the premises.
17. Any group/organisation which does not honour a prior booking will remain liable for full payment unless seven (7) days notice is given, in writing, of cancellation. Deposits paid are non-refundable.
18. The Hirer must prove with current documentation, they have adequate Work Cover and Public Liability Insurances in relation to their activities.

19. Persons entering University premises must observe and are bound by all Statutes, Regulations and Rules of the University and must comply with any direction given by a person authorised under such Statutes, Regulations and Rules or any sign or notice erected in accordance with such Statutes, Regulations and Rules. Deakin University requires Hirers to conform with all Statutes, Regulations and Rules including any local regulations relating to the hire.
20. The University seeks to provide a positive work and study environment conducive to high levels of satisfaction for all members of the University community, and does not accept any form of harassment or unlawful discrimination. Hirers are expected to comply with University policy in this matter in all their dealings with staff, students and the public whilst on university premises.
21. It is the responsibility of the Hirer to advise Deakin University of any changes to particulars provided in accordance with these terms and conditions, such as address and insurance details.
22. All employees on site must hold appropriate licences and permits and be appropriately trained in site safety procedures.
23. The Hirer is responsible for any equipment, machinery and materials under their control. The University shall not be responsible for any loss or damage to any of the Hirer's equipment, machinery or materials.
24. The Hirer shall be responsible for the coordination of deliveries in consultation with the University's booking officer. Where deliveries occur that may disrupt traffic flow during university hours, two working days prior notice to the Facilities Management Services Division's representative is required.
25. It is the Hirer's responsibility to ensure that appropriate safety standards and codes of practice are followed. This includes the supply and use of all necessary safety equipment to all personnel.
26. The Hirer must take all necessary measures to ensure the security and safety of all patrons, and of the site both inside and externally adjacent to the boundary. The Hirer shall be responsible for erecting all safety barriers, lighting and other safety measures as required to prevent physical or property damage. These measures must be in accordance with the Hirer's work safety plan (where required) and be approved by the Facilities Management Services Division's representative.
27. All food and drink distributed (freely, sold or sampled) on campus requires a temporary food act registration (or equivalent) with the relevant local City or Council authority. The Hirer must ensure all food is prepared, handled, cooked and stored in conditions that comply with the Food Act. The Hirer must also supply a copy of this document and/or Food Safety Plan upon request to the Facilities Management Services Division's representative.
28. All plant used in the performance of the works shall comply with all appropriate statutes, codes and standards, and be subject to the approval of the Facilities Management Services Division's representative. Should any of the plant used by the Hirer be considered unsatisfactory or dangerous by the Facilities Management Services Division's representative, he/she shall give notice thereof to the Hirer, and the Hirer shall forthwith modify, strengthen and test the same to the satisfaction of the Manager or remove the same from the work site.
29. All electrically powered equipment brought on site must have RCD protection. Tagging of electrical goods must conform with the following standard AS/NZS 3760.
30. Where site huts, temporary structures or fittings are required to be erected by the Hirer, they must be positioned in a location coordinated with the Facilities Management Services Division's representative.
31. The Hirer must take appropriate action to ensure oils, solvents, soaps, detergents, wastes or any other pollutant materials are not dumped on the premises/site or will enter stormwater or sewerage systems.
32. The Hirer shall make Facilities Management Services Division aware of hazardous materials brought on to the site. On request the Facilities Management Services Division representative will supply the name of Deakin University's OH&S representative who must be consulted as to the location of hazardous materials.
33. Other conditions (specified).

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| I/we (please print) | |
| Of (please print) | |
| acknowledge that this booking is subject to these conditions of hire which I/we have read and understand | |
| Dated: | |
| Signed: | For and on behalf of: |
| Signed: | For and on behalf of Deakin University |