

# FACILITY HIRE AGREEMENT

## Facility Hire Agreement Conditions

### General

1. James Cook University (JCU) will provide the Hirer with access and use of the approved Facilities once the Hirer has executed the Hire Agreement, and satisfied all conditions of the Hire Agreement.
2. JCU may require the Hirer, at any time, to supply a detailed written description of all activities to be conducted in the Facilities during the Hire Period.
3. JCU reserves the right at all times to revoke any approval for use of Facilities, in its absolute discretion.
4. James Cook University (JCU) agrees to hire the Facilities and the Hirer agrees to accept the hire of the Facilities for the Purpose noted in the Online Facility Hire Application Form.
5. JCU permits the Hirer to use these Facilities for the Hire Period and to access JCU's grounds.
6. This Hire Agreement does not create any lease or tenancy of the Facilities but is merely a non-exclusive license to utilise the Facilities for the Hire Period.
7. At all times, JCU reserves the right to remove any agents, employees, invitees, contractors of the Hirer from the Facilities and JCU grounds in the event that those persons not abide by any obligations of the Hirer or engage in any conduct objectionable to JCU (acting in its absolute discretion).
8. JCU reserves the absolute right to relocate bookings to comparable Facilities should the need arise.
9. Sub-letting of the facility is not permitted.
10. JCU accepts no responsibility for private property left in the facility.
11. JCU does not operate as a Convention Centre and the Hirer accepts they are hiring the Facilities only.

### Charges

12. The charges payable by the Hirer shall be those set out by JCU as listed in the schedule of charges.
13. It is important the Hirer selects the right category as outlined in the hire charges.
14. A tax invoice will be processed on completion of the event. Hirer's will be asked to pay the invoice within 30 days post receipt.
15. The Hirer shall pay the Hire Fee and any additional charges within 30 days after the date the invoice was issued.
16. The Hirer acknowledges that the Hire Fee does not include the following services, and if some or all of those services are required, then additional charges will be payable by the Hirer:
  - a) audiovisual equipment (video conferencing) and assistance;
  - b) wifi, internet and computer software;
  - c) catering;
  - d) cleaning (beyond general cleaning requirements);
  - e) security, other than specified below; or
  - f) surplus furniture requirements and set-up/set-down labour costs.
17. If JCU requires payment of a non-refundable deposit, the Hirer must pay to JCU the amount specified by the date specified by JCU.

### Cancellation

18. If a Hirer cancels a booking less than 24 hours prior to time set for the use of the Facilities, 100% of the Hire Fee and any additional charges for the hire of the Facilities shall be paid by the Hirer to JCU in accordance with the timeframe detailed above.
19. JCU shall not be held liable for any interference, disruption or enforced cancellation of any part of a booking which is caused by civil disturbance, industrial action, terrorism, Act of God or any circumstance which is beyond the control of JCU.

20. JCU, at its absolute discretion, may prohibit any performance or function which in its sole opinion is considered objectionable or dangerous or which is contrary to law or which would be detrimental to the good standing and reputation of JCU. In any such case the Hirer shall be deemed to have consented to the prohibition and JCU shall not be liable for any loss or damage suffered by the Hirer in direct or indirect consequence of JCU's prohibition of any performance or function of the Hirer.
21. Notwithstanding anything to the contrary contained in this Hire Agreement, JCU may, in its absolute discretion, elect to terminate this Hire Agreement with the Hirer upon the provision of 30 days' prior written notice to the Hirer. JCU shall not be liable for any loss or damage suffered by the Hirer in direct or indirect consequence of JCU's termination.

## Insurance

22. The Hirer indemnifies and agrees to keep indemnified JCU against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the Facilities caused by any act or omission of the Hirer, its servants, agents or invitees.
23. The Hirer must take out or hold a current Public Liability Insurance Policy in the name of the Hirer in the amount of no less than twenty (20) million (current for the entire length of the Hire Period). A copy of the certificate of currency must be attached to the completed Online Facility Hire Application Form before it is submitted.
24. The Hirer must provide a copy of Workers Compensation Certificate of currency (if applicable).

## Facility Hire Obligations and Provisions

### Publicity

25. Unless otherwise agreed, the Hirer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the Facilities are hired is conducted or promoted by JCU. For the avoidance of doubt, the address of the Facility may be displayed but shall not include JCU's name, logo or other related trademarks unless otherwise agreed between the parties.
26. JCU, acting reasonably, reserves the right to request amendments to the Hirer's marketing and publicity paraphernalia to ensure such event is not directly or indirectly affiliated with JCU.
27. The Hirer shall not display any poster or advertisement in any part of the Facilities of JCU without having first obtained the written approval from the Estate Directorate. This will be coordinated by the JCU Timetable Team.

### Observance of Laws

28. The Hirer shall comply with all rules and policies of JCU, and with the provisions of all legislative requirements applicable to the Hirer, and shall indemnify and keep indemnified JCU against all losses, expenses, liabilities, claims and damages incurred as a result of the Hirer's breach of any such legislative requirements.
29. The Hirer agrees to indemnify JCU against loss or damage it suffers if the Hirer, or a person admitted to the Facilities during the Period of Hire (except JCU staff):
  - a) Damages or destroys any property;
  - b) Injures any person;
  - c) Fails to observe any of the Hirer's obligations under this Hire Agreement.
30. The Hirer shall not admit patrons to the Facilities in excess of the estimated attendance, as specified in the Reference Schedule.

### Cleaning

31. All Facilities are to be left clean and tidy with all rubbish placed in the bins provided and excess waste removed from site. Any kitchen or similar spaces are to be cleaned including washing, drying and putting away dishes and the fridge emptied of all items. Catering equipment such as trays and utensils are the responsibility of the Hirer and must be removed from the venue and returned, JCU will not be responsible for items left in rooms or kitchens. General cleaning costs are included in the Hire Fee, but additional cleaning fees may be charged if the Hirer has created cleaning requirements above and beyond general cleaning requirements.
32. There is no catering allowed in teaching spaces. Hirer's will need to ensure a suitable foyer space or external area is also booked if catering is offered.

### Good Order

33. The Hirer shall be responsible for maintaining good order in and around the Facilities during the period for which the facility is hired.
34. The Hirer shall comply with any instruction by any officer of JCU as to the maintenance of good order and compliance with these conditions in and around the Facilities.

35. The Hirer shall take all reasonable steps to ensure all persons admitted to the Facilities during the Hire Period observe these obligations at all times.

### **Distinguished Visitors**

36. To ensure that JCU's protocols may be observed, the Hirer shall give JCU advance notice in writing of the attendance at any function of Regal or Vice-Regal visitors, Heads of Government or persons representing them.

### **Staff**

37. JCU may employ, on behalf of and at the expense of the Hirer, such staff as JCU thinks necessary for the Purpose of the hiring.
38. No setting up or dismantling of JCU equipment shall be carried out by the Hirer except in the presence of a member of the staff of JCU who is authorised to supervise such activities.

### **Alterations to Seating and Stage Settings**

39. Any alteration of the normal seating or stage setting of any Facilities shall be made only with the prior written consent of JCU, and at the expense of the Hirer.

### **Reinstatement of Facilities and Damage to Equipment**

40. The Hirer must not rearrange or remove furniture or other items in the Facility or use the Facility in specific manner without the expressed authority of JCU.
41. At the end of the Date/s and time/s of hire of the Facility, the Hirer must:
- a) Remove all of the hirer's property;
  - b) Return the furniture and/or other items in the Facility to their original position; and
  - c) Either remove all loose rubbish or ensure that it is placed in any bins provided.
42. Excepting fair wear and tear, the Hirer shall be liable to JCU for any damage to Facilities or to any fittings, equipment, furniture, carpets or other property, which occurs during the Hire Period.

### **Alcohol, Refreshments and Smoking**

43. Unless otherwise approved, the Hirer shall not bring or sell alcohol beverage, food or refreshments onto JCU grounds.
44. In the event approval is given, the Hirer shall abide by any conditions stated by JCU.
45. The Hirer is to ensure that the JCU smoke-free campus policy is adhered to by all persons associated with the Hire.
46. If alcohol is to be consumed the Hirer is to ensure an "Application for Function – Alcohol Consumption form" is completed and submitted by email once the booking has been approved and the Hirer has been notified in writing.

### **Security**

47. The Hirer acknowledges:
- a) Unless otherwise agreed, access to the Facilities will only be permitted during the Hire Period.
  - b) Authorised JCU staff may be in attendance in and around the Facilities during the Hire Period.
  - c) Authorised JCU staff have authority to eject a person or persons from or refuse entry to the Facilities or terminate an activity if, in his/her reasonable judgement, the person or persons are not adhering to the conditions of this Hire Agreement or the Facilities are being used for a purpose other than that specified in this Hire Agreement.
  - d) If required by the Hirer, JCU may at the Hirer's expense, provide additional security for the Facilities.

### **Work Health and Safety**

48. Hirers may be required to complete a risk management plan for activities being carried out (NOTE: risk management plan is not required for lecture style events unless catering is being provided). A copy of the risk management plan must be submitted to JCU on request. The plan may include: WHS risks specific to the activities, fire prevention, security, noise, working with children, safety requirements for equipment brought to JCU sites, etc.).
49. All accidents, injuries and incidents must be reported to JCU within 24 hours of the event occurring.
50. Any accident, injury and incident that results in emergency services being called, must be reported immediately to JCU.

51. The Hirer is responsible for ensuring the event host/speaker completes the WHS checklist prior to, during and after the event.
52. The Hirer is responsible for the supply and treatment of all first aid incidents throughout the duration of their booking.
53. Evacuation routes, exit doors, fire safety equipment must be kept clear at all times.
54. JCU evacuation procedures must be followed in the event of an emergency.
55. Steps should be undertaken to ensure the building is not overcrowded. Occupancy limits apply. Stairwells should be kept clear.
56. Hazards identified are to be immediately made safe and reported to JCU.
57. Hirers are required to adhere to room signage (e.g. no food and drinks, enclosed footwear) and reasonable instructions from JCU staff.