

Terms and Conditions of Hire

Last updated 25 August 2020

Definitions

- **Attendee** means any person permitted or authorized by the Hirer to be present at the Hire Facility.
- **Booking Confirmation** means the email from CDU to the Hirer with details of the Hire Facilities, time/s and date/s booked, and additional inclusions.
- **Booking Request** means the enquiry from a potential Hirer to CDU about availability of any Hire Facility for an event.
- **CDU** means Charles Darwin University and its authorized representatives.
- **Event Contract** means the agreement between CDU and the Hirer for the provision of facilities as outlined in the agreement and shall include all correspondence relating to that hire from the Booking Request through to a Booking Confirmation and any subsequent revisions (if required).
- **Hire Facility** means CDU premises stated in the Event Contract including those rooms, venues, furniture, fittings, fixtures, equipment and other effects located within them.
- **Hirer** means any person or organization who has an Event Contract with CDU.
- **Provisional Offer** means the response from CDU to the prospective Hirer with details of available Hire Facilities, any additional inclusions and fees applicable.
- **Terms and Conditions of Hire** means this document.

1. Event Contract and Relationship

- 1.1. Nothing in the Event Contract confers on the Hirer any rights as a tenant.
- 1.2. The relationship between CDU and the Hirer is one of licensor and licensee.
- 1.3. The Hirer is responsible for ensuring that nothing in relation to the event shall imply that the event is conducted by or is any way endorsed by CDU.
- 1.4. The Event Contract will only be executed once CDU has sent the Hirer the Booking Confirmation following the acceptance of the Provisional Offer.
- 1.5. The Hirer is responsible for ensuring Hire Facilities are appropriate for the intended purpose prior to accepting the provisional offer.
- 1.6. The Hirer must notify CDU in the booking request of any invited VIP's, including but not limited to any Governor-General, Ministers of the Crown, Heads of State or dignitaries.
- 1.7. CDU reserves the right to have nominated representatives attend any event and receive any VIP.
- 1.8. The Hirer may not sublet or allow any third party to use the Hire Facilities.
- 1.9. The Hirer must ensure booking requests include sufficient time for setup (bump in), reset and pack down (bump out) of Hire Facilities.
- 1.10. CDU does not offer any storage– the Hirer is responsible for delivering and removing any items for their event to and from the Hire Facilities within the time booked.
- 1.11. CDU may require additional cleaning and/or security for certain events.
- 1.12. Any additional cleaning, security and/or other services as advised shall be at additional cost to the Hirer.

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2. Conduct

- 2.1. All persons on CDU premises are required to abide by the CDU by-laws, rules and policies available at <https://www.cdu.edu.au/governance/doclibrary/index.php>.
- 2.2. The Hirer is not to engage in any activity which will contravene any Territory, State or Commonwealth law.
- 2.3. The Hirer agrees to obey all necessary licenses, exemptions, permits, consents or manner of things as may be required by law or instruction by CDU.
- 2.4. Audio/amplification equipment must not be used without prior written consent by CDU.
- 2.5. The Hirer must take reasonable measures to prevent disturbance, nuisance or offence to CDU staff, students and visitors or neighbours of CDU premises.
- 2.6. Any person not complying with these conditions, committing any nuisance or offence, or misconducting themselves in any way may be summarily expelled from the Hire Facilities and CDU premises.
- 2.7. The Hirer shall be liable for all hire and associated fees if the Hirer or any of its Attendees are expelled from the Hire Facilities or CDU premises.

3. Refusal and Cancellation

- 3.1. CDU reserves the right to refuse the hire of facilities to any application at its discretion without assigning any reason for such refusal.
- 3.2. CDU may cancel a booking if extraordinary or unusual circumstances warrant such action.
- 3.3. If a booking is cancelled through no fault of the Hirer, reasonable efforts will be made to find a suitable alternate Hire Facility and/or reschedule to an appropriate time and date.
- 3.4. CDU reserves the right to apply part or all hire and/or associated fees if the Hirer cancels.
- 3.5. The Hirer shall be liable for all hire and associated fees if CDU expels the Hirer and/or its Attendees

4. Promotion

- 4.1. An Event Contract must be executed with a Booking Confirmation prior to promoting or advertising the event as being held at the Hire Facility.
- 4.2. The Event Contract will specify the correct name of the Hire Facilities using CDU's standard nomenclature for rooms [Campus] [Colour Precinct (where applicable)] [Building Number].[Level].[Room Number] and for other venues [Campus] [Colour Precinct (where applicable)] [Venue Name].
- 4.3. The Hirer must ensure all communication to prospective Attendees includes the correctly named location in full to aid navigation.
- 4.4. No advertisement, poster, handbill or any other form of announcement or statement may be placed on, attached to, or written on any structure or natural feature of the campus such as doors, walls, windows, walkway, path, road, post, or other fixtures or fittings.
- 4.5. All associated costs for the removal and damage of unauthorised advertising will be charged to the Hirer.
- 4.6. Pin boards, display stands, sandwich boards (a-frames), poster stands and picture rails are the only methods used for signage.

5. Health and Safety

- 5.1. In the event of emergency, CDU representatives shall be permitted access to the Hire Facilities.
- 5.2. The Hirer must ensure the number of Attendees does not exceed the advised capacities of the Hire Facilities.
- 5.3. Evacuation diagrams and emergency procedures are posted in all buildings.
- 5.4. Every exit, passage, gangway and the immediate approaches to and from any exit door shall be kept free from obstruction.
- 5.5. Electrical equipment must be tested and tagged prior to use at Hire Facilities.
- 5.6. The Hirer must seek consent in the booking request if smoke machines, smoking ceremonies or naked flames are to be used at any Hire Facilities.
- 5.7. The production or use of smoke at a Hire Facility may activate or interfere with fire alarm systems and may automatically trigger an emergency response.
- 5.8. The Hirer shall be responsible for any costs resulting from a false alarm caused by the Hirer's actions or failure to act.
- 5.9. Smoking is not permitted at any Hire Facilities.
- 5.10. The Hirer must seek consent in the booking request for any ground penetration such as those for tents, marquees, electrical, mechanical or other equipment.
- 5.11. Children must be under strict adult supervision in all areas at all times.

6. Liability and Insurance

- 6.1. The Hirer is liable for all actions, claims, proceedings, demands, losses, damages and expenses which CDU shall or may be or become or suffer in respect of:
 - 6.1.1. damage to Hire Facilities or other property arising out of or in the course of the event except to the extent it arises from the negligence or default of CDU;
 - 6.1.2. injury to or death of any persons arising out of or in the course of the event except to the extent it arises from the negligence or default of CDU; and
 - 6.1.3. any breach of this agreement by the Hirer.
- 6.2. CDU shall not be held liable for any injury or loss relating to the Hirer or any Attendees.
- 6.3. CDU may require the Hirer to provide evidence of Public Liability Insurance cover for no less than \$10,000,000.
- 6.4. CDU takes no responsibility for personal security or property of the Hirer or Attendees.
- 6.5. The Hirer is responsible for ensuring that Hire Facilities remain in the same condition as at the commencement of use.
- 6.6. The Hirer shall be liable for any repair, additional cleaning or other services rendered necessary as a consequence of misuse or neglect by the Hirer or Attendees.
- 6.7. The Hirer must ensure that the Hire Facility and its surrounds are left in a clean and tidy condition, including proper disposal of waste generated by the Hirer and its Attendees.

7. Food and Beverages

- 7.1. The Hirer must notify CDU in the booking request if any attendee will be permitted to consume food and/or beverages within the Hire Facilities.
- 7.2. The Hirer must seek consent in the booking request if alcohol is to be made available at any Hire Facilities.