

SECTION 1 – HIRE AGREEMENT CONDITIONS

GENERAL

- The University agrees to hire the Premises for the Purpose noted in the Reference Schedule (section 3).
- The University permits the hirer to use those Premises for the Hire Period and to access the Premises.
- The contract of hire does not create any lease or tenancy of University Premises but is merely a license to occupy the Premises for the agreed period.
- The University reserves the right to remove any agents, employees, invitees, contractors of the hirer from the Premises and the University grounds in the event that those persons break any obligations of the hirer or engage in any conduct objectionable to the University.
- The University reserves the right to relocate bookings to a comparable space should the need arise.

CHARGES

- The charges payable by the hirer shall be those set out by the University. The University has the right to change the charges at any time without notification.
- Invoices will be sent monthly.
- The hirer shall pay the Hire Fee and Additional Charges within 30 days of the date the invoice was issued.
- The hirer acknowledges that the Hire Fee does not include the following services and if some or all of those services are required Additional Charges will be levied to the hirer:
 - a) audiovisual equipment and assistance;
 - b) catering;
 - c) security, other than specified below; or
 - d) surplus furniture requirements and set-up/set-down labour costs.

CANCELLATION

- If a hirer cancels a booking less than 24 hours prior to time set for the use of the Premises, the full Hire Fee and Additional Charges for the hire of the Premises shall be paid by the hirer to the University.
- The University 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 the University. The University is under no obligation to settle any industrial dispute which, if settled, would enable the activity for which the booking was made to continue.
- The University, at its 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 the University. In any such case the hirer shall be deemed to have consented to the prohibition and the University shall not be liable for any loss or damage suffered by the hirer in direct or indirect consequence of the University's prohibition of any performance or function of the hirer.

INSURANCE

- The hirer indemnifies and keeps indemnified the University against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the Premises caused by any act or omission of the hirer, its servants, agents or invitees.
- The hirer must take out or hold a public liability insurance policy in the name of the hirer current as at the Period of Hire, the University requires a copy of the Certificate of Currency showing Public Liability Insurance held to be submitted along with the completed Hire Agreement and Booking Application form before bookings can be confirmed.

SECTION 2 – OBLIGATIONS AND PROVISIONS

PUBLICITY

- Unless otherwise agreed, the hirer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the Premises are hired is conducted or promoted by the University.
- The hirer shall not display any poster or advertisement in any part of the Premises of the University without having first obtained the written approval of the University.

OBSERVANCE OF LAWS

- The hirer shall comply with all rules and policies of the University, and with the provisions of all other Acts and Regulations applicable to the hirer, and shall indemnify and keep indemnified the University against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any such Act, Statutes, Rules or Regulations.

The hirer agrees to indemnify the University against loss or damage it suffers if the hirer, or a person admitted to the

- Premises during the Period of Hire (except University staff):
 - a) damages or destroys any property;
 - b) injures any person;
 - c) fails to observe any of the hirer's obligations under this agreement.
- The hirer shall not admit patrons to the Premises in excess of the Estimated Attendance, as specified in the Reference Schedule.
- The hirer shall not transfer or sub-let a right of the hirer under this agreement to another person.

CLEANING

- Cleaning is the hirers' responsibility, rooms 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 room hire fee, but additional cleaning fees may be charged if the hirer has created cleaning requirements above and beyond normal cleaning.

GOOD ORDER

- The hirer shall be responsible for the maintenance of good order in and around the Premises during the period for which the Premises are hired.
- The hirer shall comply with any instruction by any officer of the University as to the maintenance of good order and compliance with these conditions in and around the Premises.
- The hirer shall take all reasonable steps to ensure all persons admitted to the Premises during the hire period observe these obligations at all times.

DISTINGUISHED VISITORS

- So that University protocol may be observed, the hirer shall give the University advance notice of the attendance at any function of Regal or Vice-Regal visitors, Heads of Government or persons representing them.

STAFF

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

ALTERATIONS TO SEATING AND STAGE SETTINGS

- Any alteration of the normal seating or stage setting of any Premises shall be made only with the written consent of University and at the hirer's expense.

ALTERATIONS TO PREMISES AND EQUIPMENT

- The hirer shall be responsible for leaving the Premises clean and tidy at the conclusion of the hiring and the University may carry out, at the expense of the hirer, such cleaning or other work as may be required to restore the Premises to a satisfactory condition.
- Excepting fair wear and tear, the hirer shall be liable to the University for any damage to Premises or to any fittings, equipment, furniture, carpets or other property, which occurs during the period of hiring.

LIQUOR, REFRESHMENTS, SMOKING

- Unless otherwise approved, the hirer shall not bring or sell liquor, beverage, food or refreshments onto the Premises.
- In the event approval is given, the hirer shall abide by any conditions imposed by the University.
- The hirer is to ensure that smoking is not permitted inside the Premises and occurs only in designated smoking areas.

SECURITY

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

SECTION 3 - TO BE COMPLETED BY THE HIRER

Purpose of Use: _____

Period of Hire: _____

Start Date: _____ Finish Date: _____

Start Time: _____ Finish Time: _____

Rooms Required: _____

Estimated Attendance: _____

Is consumption of Alcohol Required? _____

If Alcohol is to be consumed please ensure an "Application for Function – Alcohol Consumption form "is completed and submitted to alcoholconsumptioncairns@jcu.edu.au or alcoholconsumptiontownsville@jcu.edu.au when booking is confirmed.

An Application for Function – Alcohol Consumption form can be found on the JCU website or by following the below link.

https://www.jcu.edu.au/data/assets/pdf_file/0019/115741/jcuprd_055271.pdf

Signed for and on behalf of the hirer:

NAME: _____

POSITION: _____

SIGNATURE: _____

DATE: _____ PHONE NO: _____

Hirer details (for invoicing):

ORGANISATION: _____

ADDRESS: _____

PHONE NO: _____ EMAIL: _____

CONTACT PERSON: _____

SECTION 4 - TO BE COMPLETED BY THE UNIVERSITY'S REPRESENTATIVE

Office use ONLY

NAME: _____ POSITION: _____

PHONE NO: _____

SIGNATURE: _____ DATE: _____

DETAILS: _____

HIRE FEE: _____
