

# Flinders University

# Facilities Hire

# Conditions



inspiring achievement

## 1 HIRE

- 1.1 The University agrees to grant the Hirer a non-exclusive licence to use the specified University buildings, equipment and facilities (“the Facilities”) for the purpose of the specified activities or events on times and dates set out in this Agreement.
- 1.2 The licence in clause 1.1 is granted on the condition that the Hirer provides evidence of insurance as required under clause 4.3.
- 1.3 The Hirer must pay the rates, including any deposits and cancellation fees, for hire of the Facilities as advised by the University from time to time.
- 1.4 If GST is imposed on any supply made under this Agreement, the recipient must pay to the supplier an additional amount equal to the GST payable for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Any reimbursement of expenses under this Agreement will be net of input tax credits (if any) to which the party is entitled.

## 2 PERMITS

- 2.1 The Hirer must obtain all necessary consents, approvals or permits required from time to time by any authority in relation to the use of the Facilities by the Hirer. The Hirer must comply with the terms and conditions of any consent, approval or permit.
- 2.2 The Hirer must comply with all applicable legislation.
- 2.3 No alcoholic beverages will be brought on or consumed on University land except in accordance with the University By-laws and Rules and with the prior written approval of the University.

## 3 INDEMNITIES

- 3.1 The Hirer agrees to release and indemnify and keep indemnified the University from and against:
  - any and all injuries, actions, claims, losses, damages, costs, penalties and expenses of whatsoever kind and nature arising from or out of the use of the Facilities by the Hirer or its servant, agents or invitees;
  - all loss and damage to any building, facility, equipment or other part of the University caused by the Hirer, its servants, agents or invitees.
- 3.2 Clause 3.1 of this Agreement continues in full force and effect notwithstanding the expiry or termination of this Agreement.
- 3.3 The University shall not be held liable for any interference or enforced cancellation of the activities or events proposed to be undertaken by the Hirer which is caused by any circumstance beyond the control of the University.
- 3.4 The Hirer agrees to use the Facilities at its own risk and without limitation agrees that all property brought on to the Facilities by the Hirer or its servants, agents or invitees shall be at the sole risk of the Hirer. Neither the University nor its servants or agents shall be liable for any thefts or losses incurred by the Hirer, its servants, agents or invitees or for any items remaining on the University after the end of the occupancy.

## 4 INSURANCE

- 4.1 The Hirer must provide and maintain a public and products liability insurance policy during the term of this Agreement for an amount of not less than \$10,000,000.
- 4.2 The Hirer must provide and maintain any other insurance reasonably required by the University.
- 4.3 Prior to the commencement date of this Agreement the Hirer shall provide certificates or currency of the insurance required under clauses 4.1 and 4.2.
- 4.4 Clauses 4.1, 4.2 and 4.3 will not apply where the Hirer is an individual hiring the Facilities for private and non-commercial purposes.

## 5 THE HIRER'S OBLIGATIONS

### The Hirer MUST:

- 5.1 ensure that its servant agents and invitees take all reasonable care to avoid damaging the Facilities or any other improvements on University land and immediately report any such damage to the University;
- 5.2 provide adequate security controls and ensure generally the good order and conduct of the activities;
- 5.3 ensure that its servants, agents and invitees do not smoke in buildings on University land;
- 5.4 ensure that its servants, agents and invitees do not consume food or beverages except in designated areas;
- 5.5 notify the University by the end of the next working day of any damages or breakages caused to the Facilities by the Hirer or its servants, agents or invitees or as a result of a failure by the Hirer to lock a room or building after use, and pay the cost of repairing such damages or breakages;
- 5.6 at the expiration of the occupancy remove all rubbish and waste from the Facilities and ensure the Facilities are left in the same condition as at the commencement date of this Agreement;
- 5.7 advise the University of all electrical equipment to be used in advance of the occupancy;
- 5.8 follow the University's instructions of fire evacuation procedures and use of electrical equipment as advised to the Hirer from time to time;
- 5.9 if required by the University, use the services of University staff and pay the cost of those services at the rates advised by the University from time to time.
- 5.10 comply with any other terms and conditions required for hire of the Facilities as advised by the University.

### The Hirer MUST NOT:

- 5.11 use, or permit the Facilities to be used in any noxious or offensive manner or do or permit on the Facilities or at the University anything which in the opinion of the University may be or become a nuisance or disturbance or cause damage to the University;
- 5.12 alter, drill, mark or deface any part of the Facilities; nor may seating be altered or removed without prior approval of an authorized officer. Gangways, passageways, aisles, fire fighting equipment and exits must be kept free of obstructions at all times.
- 5.13 misuse, overload or interfere with the connection, fittings or equipment for the supply of any service;
- 5.14 permit naked flames in any building.

## 6 REMEDYING OF DEFAULT

- 6.1 The University may remedy a default by the Hirer under this Agreement at any time without notice. If the University elects to remedy a default by the Hirer all reasonable costs and expenses incurred by the University in remedying a default must be paid by the Hirer to the University within 14 days of the University notifying the Hirer of the amount.

## 7 TERMINATION

- 7.1 The University may terminate this Agreement, by notice in writing to the Hirer, if in the reasonable opinion of the University, the Hirer is in breach of the terms of this Agreement.
- 7.2 The University may terminate this Agreement without notice if the Hirer engages in any activity, which, in the opinion of the University, is objectionable, dangerous, contrary to the law, or detrimental to the reputation of the University.

## 8 UNIVERSITY

- 8.1 Employees and agents of the University shall be entitled to enter the Facilities at any time to ensure compliance with the terms of this Agreement.
- 8.2 The University reserves all rights in regard to the sale of refreshments in the Facilities.
- 8.3 The University reserves the right to screen advertising material the Hirer publishes for the event. The Hirer must produce the material upon request by the University.

## 9 SUB-LICENCE

- 9.1 The Applicant shall not sub-licence the Facilities and the Facilities must not be used by any organisation other than that named in this Agreement.