



# Conditions of Use Disclaimer

The Event Coordinator agrees to the following:

## 1. Insurance

- 1.1 With reference to the event (“Event”) named in the Event Plan the Event Coordinator is responsible for effecting and maintaining the following insurances with an APRA approved insurer:
  - 1.1.1 Public Liability cover of \$20Million for each and every claim; and
  - 1.1.2 Product Liability cover of \$10Million for each and every claim arising from any product(s) sold or provided at the Event; and
  - 1.1.3 Insurance cover which given the nature of the Event would be commercially prudent for the Event Coordinator to have in place.
- 1.2 The insurance policies at clause 1.1 are required to name The University of Queensland (“UQ”) as a party to whom the insurance cover extends.
- 1.3 A certificate of currency must be attached to the UQ Event Planner as evidence that the insurances required at clause 1.1 are in place.

## 2. Indemnity

- 2.1 In consideration of UQ agreeing to permit the Event Coordinator to hold the Event on a UQ campus the Event Coordinator agrees:
  - 2.1.1 that use of the area of the UQ campus utilised for the Event (“UQ Area”) is at the Event Coordinator’s risk;
  - 2.1.2 to use its best endeavours to ensure that UQ is afforded the benefit of any release (if any) provided by attendees at the Event; and
  - 2.1.3 to release indemnify and hold UQ harmless from all claims, demands and proceedings associated directly or indirectly with the Event. This release and indemnity continues forever and binds the Event Coordinator’s successors and assigns.

## 3. No warranty and limitation of liability

- 3.1 UQ does not represent or warrant that the UQ Area will be adequate or suitable as a venue for the Event.
- 3.2 The Event Coordinator acknowledges that before entering into this Agreement they have been provided with an opportunity to view the UQ Area so as to assess the suitability of the UQ Area as a venue for the Event.



- 3.3 UQ will not be liable to the Event Coordinator in contract, tort or otherwise for loss of profit, production, anticipated savings or business opportunities or any type of indirect, economic or consequential loss even if this loss or damage was reasonably foreseeable or whether or not they have been advised of the loss or damage arising.
- 3.4 The liability of UQ due in respect of each occurrence giving rise to an action will be limited to an amount equal to the value of the fee charged by UQ for the planning and coordination of the Event, except in relation to liability due to UQ's negligence for:
- 3.4.1 personal injury (including sickness and death) ; or
- 3.4.2 loss of, or damage to, tangible property.

#### **4. Compliance with UQ policies and procedures**

- 4.1 The Event Coordinator will comply with:
- 4.1.1 all statutes and regulations, government and local authority rules and regulations relating to the Event and the use of the UQ Area;
- 4.1.2 all UQ statutes and rules relevant to use of, and activities undertaken in, the UQ Area;
- 4.1.3 The Handbook of University Policies and Procedures (HUPP) 2.30.17 Alcohol, Tobacco Smoking and other Drugs Policy and the subsequent policy upon completion of its review being Policy and Procedures Library (PPL) 2.60.01 Alcohol, Tobacco Smoking and other Drugs;
- 4.1.4 PPL 7.30.01 Event Approval and Control;
- 4.1.5 PPL 7.10.04 Display of Banners; and
- 4.1.6 all reasonable directions of the University relating to the security of the UQ campus and the safety of persons in and around the UQ campus.

#### **5. Risk Management**

- 5.1 The Event Coordinator agrees:
- 5.1.1 that they are responsible for managing risk related to the Event;
- 5.1.2 to undertake a comprehensive risk assessment for the Event;
- 5.1.3 to develop a comprehensive risk management plan for the Event and attach a copy to the UQ Event Planner ; and
- 5.1.4 to monitor and review the risk assessment regularly to identify new risks and update the risk management plan accordingly.

#### **6. General**

- 6.1 The failure by either part to exercise any of its rights for any breach under this Agreement does not operate as a waiver of that party's rights for any subsequent breach by the other party.
- 6.2 This agreement may only be varied by written agreement signed by authorised representatives of both parties.



- 6.3 If interruption due to strike, civil disturbance, war or act of God (force majeure occurrence) prevents UQ or you from performing their respective obligations arising under this Agreement then the parties are relieved of these obligations for the duration of the occurrence.
- 6.4 This Agreement is governed by, and construed in accordance with the laws of Queensland. The parties agree that the courts of Queensland have jurisdiction to entertain any action in respect of, or arising out of, this Agreement and hereby irrevocably submit themselves to the jurisdiction of the courts of Queensland.

I have read and understood the Conditions of Use, Event Planner and attachment/s appended or referred to, and I agree to and accept them.

**Duly authorized, for and on behalf of** .....("Event Coordinator")

Signed: ..... Position: .....

Name of Authorized Representative ..... Date: .....

**Witnessed by:**

Signed: .....

Name of Witness..... Date: .....