

1 Definitions

In these Terms and Conditions:

- (a) 'Application' means the form titled 'Central Learning Spaces – Public Booking Request' submitted by the Hirer and received by UQ.
- (b) 'Approvals' means licences, permits, approvals, certificates and other required authorisations of any Authority.
- (c) 'Authority' means any governmental, semi-governmental, regulatory or statutory authority with jurisdiction over or in respect of the University of Queensland's campus and/or the Room
- (d) 'Hirer' means the legal entity, including any corporation, natural person(s) or persons who are the legal representatives of an organisation, whose Application is received and accepted by UQ.
- (e) 'Hire Period' means the date(s) and time(s) UQ agrees to hire the room to the Hirer.
- (f) 'Legal Requirement' means any statute, regulation, by-law or similar enactment of the Commonwealth, a State or a Territory (**Laws**) and the principles of law or equity established by decisions of Australian courts and the requirements of any Approval and the requirements of any Authority.
- (g) 'Permitted Use' means access to and lawful use of the Room for the purpose or reason specified in the Application, or as otherwise agreed between the Hirer and UQ.
- (h) 'Room' means the room or other space within, or portion or portions of, UQ's buildings or premises allocated to the Hirer by UQ, for the Hire Period.
- (i) 'UQ' means the University of Queensland ABN 63 942 912 684.
- (j) 'UQ Rules' means any, rules, policies and procedures of UQ that may be made, promulgated amended, cancelled and replaced by UQ from time to time.
- (k) 'Room Hire Fee' means the fee charged by UQ as calculated in accordance with the rates listed on the Central Learning Spaces– Public Booking Request form, from time to time.

2 Agreement

- (a) The proposed hirer must lodge a properly completed Application with UQ.
- (b) The proposed hirer must notify UQ in the Application if the proposed use includes an area for consumption of food and beverages. UQ may increase the Room Hire Fee if the Hirer requires an area for food and beverage consumption.
- (c) UQ may refuse any Application in its absolute discretion and without assigning reasons thereto.
- (d) The Application does not:
 - (i) form an agreement between the proposed hirer and UQ; or
 - (ii) constitute a reservation or booking for a Room on the date(s) or at the times, requested by the proposed hirer.
- (e) An agreement is not formed unless and until UQ notifies the Hirer in writing, that the Hirer's Application has been accepted.
- (f) The Hirer acknowledges that UQ may have to assign an alternate room where the Hirer's preferred Room is required for UQ purposes or that Room is inappropriate or unavailable due to circumstances beyond UQ's control.
- (g) Upon the formation of an agreement, UQ grants a temporary, non-exclusive, revocable and conditional licence to the Hirer to use the Room:
 - (i) during the Hire Period;
 - (ii) for the Permitted Use; and
 - (iii) on the terms set out in these Terms and Conditions ('**Agreement**').

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- (h) The rights granted to the Hirer are in the nature of a short term conditional licence only. Nothing in this Agreement grants the Hirer any tenancy or the right to exclusive possession or occupation of the Room.
- (i) The Hirer acknowledges:
 - (i) this Agreement does not create any relationship of employment, partnership or joint venture or landlord and tenant;
 - (ii) it is not entitled to any employee benefits or entitlements; and
 - (iii) it has no authority to act as UQ's agent or on UQ's behalf.
- (j) The Hirer agrees:
 - (i) the Hirer has satisfied itself as to all risks associated with the Room and the Permitted Use (without reliance upon any information provided by or on behalf of UQ); and
 - (ii) the Hirer will have no claim against UQ except to the extent expressly stated in this Agreement.

3 Deposit and Room Hire Fee

- (a) UQ may require the Hirer to pay a deposit for the Room hire.
- (b) If UQ requires payment of a deposit, the Hirer must pay the amount on the date specified by UQ. If no date is specified, the Hirer must pay the deposit not later than three (3) clear business days before the beginning of the Hire Period.
- (c) Subject to the Hirer complying with this Agreement to the satisfaction of UQ, UQ must:
 - (i) refund the deposit amount to the Hirer within seven (7) days of the end of the Hire Period; or
 - (ii) set off any amount owing by the Hirer to UQ against the deposit paid by the Hirer.
- (d) UQ will issue a tax invoice to the Hirer before or after the Hire Period, at UQ's discretion.
- (e) In consideration of UQ agreeing to grant the Hirer a licence to use the Room (as described in clause 2(e) above), the Hirer must pay to UQ:
 - (i) the Room Hire Fee; and
 - (ii) the deposit; and
 - (iii) all other fees or charges imposed by UQ,by the date specified by UQ in the tax invoice issued to the Hirer, or otherwise within seven (7) days of demand by UQ.
- (f) If requested by UQ, the Hirer must reimburse UQ the cost of:
 - (i) additional labour that may be necessary in connection with the provision of security or preparing the Room for hire; or
 - (ii) any damage to, or abnormal cleaning of, the Room or any UQ property after the conclusion of the Hirer's use of the Room.
- (g) UQ may in its sole discretion:
 - (i) waive the need for a deposit; or
 - (ii) require a higher deposit up to the amount of the Room Hire Fee and extra expenses, including when the Agreement is made or at any time between the making of the Agreement and beginning of the Hire Period; and
 - (iii) charge an additional sessional rate if the Hirer's use of the Room continues beyond the Hire Period.

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4 GST

- 4.1 (GST Inclusive) Unless otherwise expressly stated, all amounts related to the hire of the Room are inclusive of GST.
- 4.2 (GST on Reimbursements) Where a party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability suffered or incurred by that other party ('**Reimbursable Liability**') the party shall pay the aggregate of:
- (a) the Reimbursable Liability net of input tax credits available to the other party in respect of the Reimbursable Liability; and
 - (b) GST (if any) incurred by the other party in respect of the taxable supply in respect of which the Reimbursable Liability is payable.
- 4.3 (No Other Claims) No other provision of this Agreement shall operate to give the Hirer any claim in connection with GST.
- 4.4 (Tax Invoices) Despite any other provision of this document, UQ shall not be obliged to pay the Hirer any amount payable in respect of a taxable supply, until the Hirer has provided to UQ a tax invoice in respect of the amount payable.

5 Hirer's covenants

5.1 Use of the Room

The Hirer must:

- (a) not allow any smoking in the Room;
- (b) not allow any food or beverage, with the exception of water, to be consumed in the Room during the Hire Period, unless expressly permitted by UQ.

If the Hirer requires an area for food and beverage consumption:

- (i) the Hirer must notify UQ in its Application so that UQ can determine if a suitable room or venue together with bins, can be provided during the Hire Period; and
 - (ii) UQ may increase the Room Hire Fee;
- (c) not allow the consumption of alcohol unless expressly authorised to do so and in compliance with the conditions of the relevant liquor licence.

If the Hirer intends to allow consumption of alcohol during the Hire Period, it must:

- (i) notify UQ and obtain UQ's prior written consent to the consumption of alcohol;
 - (ii) obtain and provide evidence of any permits for the consumption or sale of alcohol required by law, or as otherwise required by UQ; and
 - (iii) only serve alcohol to adults or persons who are 18 years or over, and
 - (iv) comply with UQ's policy [PPL 2.60.01 Alcohol and Other Drugs](#);
- (d) not carry on any activity at the Room which is dangerous, offensive, illegal, noisy or objectionable;
- (e) not allow the Room to be used for any purpose other than:
- (i) the purpose specified in the Application, or as otherwise agreed by UQ; and
 - (ii) that for which the Room is designed;
- (f) not rearrange or remove furniture or other items in the Room without first requesting and obtaining UQ's consent; and
- (g) at the end of the Hire Period:
- (i) vacate the Room by the conclusion of the Hire Period;
 - (ii) remove all of the Hirer's property and return the furniture and/or other items in the Room to their original position; and
 - (iii) remove all loose rubbish or ensure it is placed in appropriate bins provided for that purpose.

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5.2 Compliance with regulations

- (a) The Hirer acknowledges and agrees that it is responsible for the conduct and behaviour of all its employees, contractors, invitees and agents.
- (b) The Hirer must ensure that its employees, contractors, invitees and agents comply with:
 - (i) UQ Rules relevant to the access to and use of the Room;
 - (ii) UQ Rules about car parking;
 - (iii) the reasonable directions of UQ regarding the use and security of the Room and the safety of persons in and around the Room and on campus; and
 - (iv) all Legal Requirements in relation to use of the Room including those regarding the sale of liquor, smoking and noise restrictions and limits.
- (c) Any failure by the Hirer to comply with clause 5.2(b) will be a breach of these Terms and Conditions by the Hirer and be treated as a default under clause 6.

6 Cancellation

6.1 Termination by UQ

- (a) Notwithstanding the Hirer's payment to UQ, UQ may withdraw its permission or refuse permission for the use of the Room or terminate this Agreement:
 - (i) if the Hirer breaches any material provisions of these Terms and Conditions including without limit, by failing to obtain insurance as required under clause 13;
 - (ii) if the use of the Room is, or is likely to:
 - (A) be unlawful;
 - (B) pose a security risk, jeopardise public safety or order or involve an unacceptable risk of personal injury or damage to property;
 - (C) compromise UQ's duties to staff, students and visitors;
 - (D) be inconsistent with, or not aligned to, the objects of UQ as defined in section 5 of the *University of Queensland Act 1998* (Qld);
 - (E) disrupt the operations or activities of UQ;
 - (F) interfere with staff and students' enjoyment of their education, research and/or employment;
 - (G) cause reputational damage to UQ, in UQ's opinion, acting reasonably; or
 - (H) involve the advancement of theories or propositions that fall below scholarly standards;
or
 - (iii) if without the prior written consent of UQ, the Hirer substantially uses the Room for a purpose other than the Permitted Use,
by notifying the Hirer.
- (b) If UQ terminates this Agreement under clause 6.1(a) because of the default of the Hirer:
 - (i) the termination takes effect immediately; and
 - (ii) UQ may, without limiting any other remedy available under this Agreement or the law:
 - (A) retain any deposit and/or any other monies paid by the Hirer and the Hirer will have no claim against UQ in respect thereof; and
 - (B) refuse any further Application by the defaulting Hirer.

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6.2 Room allocation

- (a) UQ will endeavour to arrange room allocations that are consistent with those communicated at the time this Agreement was formed.
- (b) However, UQ may assign an alternate room where the Room is required for UQ purposes or the Room is inappropriate, unsafe or unavailable due to circumstances beyond UQ's control.
- (c) UQ will notify the Hirer of any change to room allocations.

6.3 The Hirer agrees to accept and consent to any cancellation or room change made in accordance with clauses 6.1 or 6.2 and to have no claim against UQ under this Agreement or at law or in equity for loss or damage as a consequence thereof.

6.4 Termination for Convenience

- (a) UQ may at any time for any reason (including for UQ's convenience where there is no default by the Hirer) terminate this Agreement by two (2) days' prior notice in writing to the Hirer in which case:
 - (i) UQ shall pay the Hirer any deposit provided in accordance with the hire prior to the date of termination under sub-clause (a) above;
 - (ii) the Hirer shall have no claim against UQ whatsoever under this Agreement or at law or in equity for any inconvenience, harm or loss including loss of profit, damages or other amounts; and
 - (iii) any rights of UQ arising from prior breaches by the Hirer shall not be affected where UQ terminates this Agreement under this clause.

6.5 Cancellation by the Hirer

- (a) The Hirer may cancel a hire accepted by UQ by notifying UQ by email to roombookings@uq.edu.au not less than three (3) clear business days before the beginning of the Hire Period.
- (b) If:
 - (i) the Hirer cancels the hire but does not do so in accordance with clause 6.5(a) above; or
 - (ii) UQ cancels the hire as a result of the Hirer failing to comply with clause 13 below,the Hirer must pay to UQ a cancellation fee of 50% of the Room Hire Fee within seven (7) days of the first date of the Hire Period, or otherwise within seven (7) days of UQ's demand.
- (c) UQ may reject any new Applications for any room from the Hirer unless and until the Hirer pays all monies due and owing under this Agreement, including all cancellation fees, to UQ.

7 Legal and Contractual Compliance

The Hirer must:

- (a) At all times while in the Room or on UQ's campus, comply and ensure that in carrying out the Permitted Use it complies, with all:
 - (i) policies of UQ (notified to the Hirer); and
 - (ii) all Legal Requirements;
- (b) obtain all required Approvals for the Permitted Use; and
- (c) pay all fees, taxes, duties and other charges relating to the Permitted Use.

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8 Existing Campus

The Hirer agrees that the Room is part is a major operating university campus and that, except as expressly provided in this Agreement:

- (a) the Campus will remain operational; and
- (b) UQ's staff, students and researchers occupying, using or accessing any parts of the Campus other than the Room during the Hire Period, must be allowed uninterrupted occupation or access, throughout the Hire Period.

9 Safety

Without limiting any other provision in this Agreement, the Hirer must:

- (a) maintain appropriate safety precautions and programs, so as to prevent injury to persons or damage to property in, on, about or adjacent to the Room, while carrying out the Permitted Use or arising from the business or undertaking of the Hirer;
- (b) implement and comply with all necessary security requirements for the Room;
- (c) ensure that the Permitted Use is carried out in a safe and orderly manner;
- (d) ensure that all equipment is maintained in a safe working order and if UQ considers that any equipment is unsafe, UQ may direct the Hirer to:
 - (i) stop using the equipment until it has been brought into a safe working order; or
 - (ii) replace the equipment with equipment which is in a safe working order;
- (e) if required by UQ, have in the Room at all times appropriate first aid facilities and a member of its staff or some other suitable person, fully qualified and experienced in occupational health and safety and first aid;
- (f) ensure that all the Hirer's staff complete a satisfactory site induction program in accordance with any requirements of UQ and Work Health and Safety Law before commencing any work on the Room or in connection with the Permitted Use;
- (g) immediately comply with any direction in respect to site safety issued by:
 - (i) an Authority having jurisdiction over the Room or the Permitted Use; or
 - (ii) UQ; and
- (h) notify UQ of any:
 - (i) work related illness;
 - (ii) injury;
 - (iii) dangerous event; or
 - (iv) direction of any Authority or worker's representative in relation to health and safety, which occurs in the Room as soon as possible but not later than 12 hours after such occurrence.

10 Damage and default

- (a) In addition to any other rights of UQ under this Agreement or at law, if the Hirer does not comply with this Agreement, UQ may retain any deposit or other monies paid to UQ by the Hirer.
- (b) The Hirer must pay to UQ the costs of repairing:
 - (i) any damage to the Room or the means of access to the Room or UQ's other facilities; or
 - (ii) replacing any items of furniture within the Room that are:
 - (A) in UQ's opinion, damaged or destroyed during the period that the Hirer has access to the Room; or
 - (B) missing after the Hirer had access to the Room,from any cause.

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- (c) The Hirer's liability under this clause does not extend to damage or destruction directly caused by the deliberate or negligent act of UQ or its agents or employees.
- (d) If the Hirer does not remove its property from the Room within seven (7) days after the last date of the Hire Period, or such other date agreed to by UQ, then UQ in its absolute discretion may:
 - (i) treat that property as abandoned and remove it; or
 - (ii) otherwise deal with it as it sees fit including by donation to a third party or disposal at a refuse station,
at the Hirer's sole cost.
- (e) In addition to any other rights under this Agreement or at law, UQ may recover all UQ's costs and expenses, including cancellation fees or removal of abandoned property, as a result of the Hirer's default of any term of this Agreement as a liquidated debt. The Hirer must pay the amount of such costs and expenses to UQ within seven (7) days of demand by UQ.
- (f) Termination of this Agreement by UQ does not prejudice UQ's right to recover damages at law or equity, or otherwise affect UQ's rights at law or in equity.

11 Privacy

- (a) UQ collects information from the Application, including personal information, for the purposes of administering the hire, including communicating with the Hirer.
- (b) The information collected by UQ in connection with the Application will be dealt with in accordance with UQ's Privacy Management Policy and Procedures which may be viewed at: <https://ppl.app.uq.edu.au/content/1.60.02-privacy-management>.

12 Liability and indemnity

- (a) To the extent permitted by law, UQ excludes any and all liability to the Hirer or its employees, agents, contractors or invitees for any loss of life, personal injury or damage to or loss of property which is suffered or incurred arising out of the Hirer's use of the Room or the conduct of the function for which the Room is hired, except to the extent caused by the negligent act or omission of UQ, its employees or agents.
- (b) UQ is not liable to the Hirer or its employees, agents, contractors or invitees for any loss of profit, loss of opportunity or other consequential damages, whether based on breach of contract, warranty or otherwise.
- (c) The Hirer indemnifies UQ for any injury, loss or damage arising out of the use of the Room or the conduct of the Hirer, its employees, agents, contractors or invitees (including damage to the Room or its facilities) except to the extent such injury, loss or damage arises by reason of an act or omission of UQ, its employees or agents.

13 Insurance

- (a) The Hirer must obtain and maintain public liability insurance with a reputable insurer in an amount of at least twenty (20) million dollars in connection with its intended use of the Room ("**Public Risk Cover**") and provide to UQ a certificate of currency for the Public Risk Cover with its Application.
- (b) UQ may reject an Application or terminate this Agreement with immediate effect, if the Hirer does not comply with clause 13(a).
- (c) If the Hirer fails to provide a certificate of currency in its Application but UQ notifies the Hirer of acceptance of the Application, the Hirer must provide UQ a certificate of currency for the public risk cover at least three (3) business days before the beginning of the Hire Period.
- (d) If the Hirer does not comply with clause 13(c), UQ may terminate this Agreement and if clause 6.5(b) applies, retain a 50% cancellation fee.
- (e) The Hirer must inform UQ in writing of any occurrence that may give rise to a claim under a policy of insurance required to be maintained by the Hirer to the extent it arises from or in connection with the Hirer's presence in the Room or the Permitted Use.

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14 No Warranty

- (a) UQ gives no warranty and makes no representation that the Room will be suitable for the Permitted Use or for any other purpose.
- (b) UQ is not liable to the Hirer for any loss or inconvenience suffered by the Hirer because the Room is not suitable for the Permitted Use.
- (c) The Hirer agrees:
 - (i) the Hirer has satisfied itself as to all risks associated with the Room and the Permitted Use (without reliance upon any information provided by or on behalf of UQ); and
 - (ii) the Hirer will have no claim against UQ except to the extent expressly stated in this Agreement.

15 Law

This Agreement is governed by the laws of Queensland and the Hirer agrees to submit to that jurisdiction.