



GENERAL CONDITIONS FOR HIRE OF FACILITIES AT THE UNIVERSITY OF QUEENSLAND

BACKGROUND

UQ has received an application from you applying to hire the Hired Area and agrees to hire the area to you for the Hire Period applied on the terms and conditions of this Agreement.

GENERAL CONDITIONS OF HIRE

1. Definitions and interpretation

1.1 In this Agreement:

- Deposit means the deposit (if any), set out in the Schedule to this hire Agreement;
- Event means the event approved by the UQ Contact under Clause 2;
- Facilities means the facilities set out in the Schedule to be hired other than the Hired Area;
- GST Taxable supply and Tax Invoice have the same meanings as is given to those expressions in the A New Tax System (Goods and Services) Act 1999;
- Hire Charges means the charges for the hire of the Hired Area for the Hire Period as set out in the Schedule;
- Hired Area means the area identified in the Schedule and includes the Facilities;
- Hirer means the organisation which has entered into this Agreement and a reference to 'You' and 'Your' includes, where the context admits, the Hirer, the Hirer's officers, employees, agents and subcontractors and successors;
- Hire Period means the period of hire set out in the Schedule;
- UQ means The University of Queensland;
- UQ Contact means the person in charge of the Hired Area;

1.2 In this Agreement the singular includes the plural and vice versa.

2. Approval of functions

At least 30 days prior to the start of the Hire Period, you must provide the UQ Contact with details of your Event including its nature, a program and timetable and expected level of attendance.

3. Hire

3.1 In consideration of UQ's agreement to hire the Hired Area to you, you agree to pay the Hire Charges and any additional charges payable under this Agreement to UQ.

3.2 Your use of the Hired Area is not exclusive.

4. Payment by the Hirer

4.1 Unless otherwise agreed with the UQ Contact and recorded in the Schedule you must pay the Hire Charges as follows:

- (a) the Deposit must be paid on signing this Hire Agreement; and
- (b) the Hire Charge must be paid on signing this Agreement or 7 days before the start of the Hire Period whichever is later.

4.2 Should the Event continue for longer than the Hire Period, UQ may impose additional charges. You agree to pay such additional charges within 7 days of receipt of an invoice.

- 4.3 The Hire Charge is inclusive of cleaning, and use of specific equipment and other costs as set out in the schedule. All other costs are additional and must be paid by you including but not limited to catering, staging, entertainment, floral arrangements and parking.
- 4.4 The Deposit is non-refundable should you cancel your hire of the Hired Area less than 7 days before the start of the Hire Period.
- 4.5 Unless otherwise stated in the Schedule, the Hire Charges are exclusive of GST. Payment of any additional amounts of GST must be made at the same time as payment for the Taxable Supply is required to be made under this Agreement.
- 4.6 UQ will provide you with a valid Tax Invoice at the time of payment.

5. *Use of Hired Area and facilities*

- 5.1 You must use the Hired Area in a safe manner and must immediately comply with any direction of the UQ Contact in respect of such use.
- 5.2 If you wish to use your own sound, lighting or other electrical devices and mechanical equipment, such items must be approved by the UQ Contact before placement in the Hired Area.
- 5.3 You must not exceed the maximum seating capacity of the Hired Area.
- 5.4 You must notify the UQ Contact immediately on becoming aware of any damage or loss to the Hired Area or of any injury to any person in or around the Hired Area.
- 5.5 At the end of the Hire Period or the earlier termination of this Agreement, you must, to the satisfaction of the UQ Contact.
- (a) leave the Hired Area in a clean, safe condition; and
 - (b) restore at your own cost, all sound, lighting and staging equipment to the original settings.

6. *Security and Safety*

- 6.1 You are responsible for the safe conduct of the Event and for the safe use of the Hired Area by the Event attendees.
- 6.2 You must comply with all instructions given to you by UQ regarding security and emergency evacuation of the Hired Area.
- 6.3 You must not cause any passages and means of exit from the Hired Area to be obstructed or unavailable for use as exits nor must you do anything which would prevent Event attendees from raising an alarm if an emergency should occur.
- 6.4 You must not and, you must ensure that Event attendees do not do or omit to do anything which may cause damage to the Hired Area, the areas surrounding the Hired Area or any property of UQ.

7. *Catering and Alcohol*

- 7.1 You agree not to bring any food or beverages onto the Hired Area without the written agreement of the UQ Contact.
- 7.2 If you require catering at the Event, UQ reserves the right to supply the catering itself or through its agents subject to payment of an agreed tariff.
- 7.3 You must comply with the requirements of the Liquor Act (Qld) 1992 including the responsible serving of alcohol.

8. *Set up of Hired Area*

You must –

- (a) obtain UQ's written approval of the set up Event before undertaking any set up; and
- (b) undertake any set up of the Hired Area for the Event at your own cost; and
- (c) undertake set up of the Hired Area strictly in accordance with the requirements of UQ as set out in the Schedule.

9. *Publicity*

In any publicity material issued by you in respect of the Event, you must ensure that the Hired Area is correctly represented as the venue for the Event and that your organisation is responsible for the convening of the Event.

10. *Insurance*

- 10.1 You are responsible for effecting and maintaining the following insurances with an APRA approved insurer.
 - 10.1.1 Public Liability cover of \$20Million for each and every claim; and
 - 10.1.2 Product Liability cover of \$10Million for each and every claim arising from any product(s) sold or provided at the Event; and
 - 10.1.3 Insurance cover which given the nature of the event it would be commercially prudent for you to put in place.
- 10.2 Prior to the commencement of the Hire Period you must provide to UQ, a copy of the certificate of currency evidencing that the required insurances are in place.
- 10.3 In particular and without limiting the general application of this Clause, you are solely responsible for all risks associated with property and equipment brought onto the Hired Area.

11. *Indemnity*

- 11.1 Your use of the Hired Area is at your own risk.
- 11.2 You indemnify and hold harmless UQ and its employees and agents (“the indemnified”) from and against all claims, actions, demands, losses, damages, costs and expenses for and in respect of which those indemnified may become liable in connection with or arising from the Event.
- 11.3 The indemnity set out above will apply in all circumstances including without limitation those in which liability arises because of any action, failure to act, breach of contract or of statutory duty by you or any event attendee and whether or not founded in negligence.

12. *No warranty and limitation of liability*

- 12.1 UQ does not represent or warrant that the Hired Area, will be adequate or suitable as a venue for the Event.
- 12.2 You acknowledge that before entering into this Agreement, you have been provided with an opportunity to view the Hired Area so as to assess the suitability of the Hired Area as a venue for the Event.
- 12.3 UQ will not be liable to you, 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 you have been advised of the loss or damage arising.
- 12.4 The liability of UQ in respect of each occurrence giving rise to an action will be limited to an amount equal to the value of the Hire Charges, except in relation to liability for:
 - (a) personal injury (including sickness and death); or
 - (b) loss of, or damage to, tangible property.

13. *Terminating this Agreement*

- 13.1 This Agreement may be brought to an end by UQ:
 - 13.1.1 if you breach this Agreement and fail to make good the breach within a period of 14 days following the date of any notice requiring you to do so;
 - 13.1.2 If in UQ’s reasonable opinion:
 - (i) there is a likelihood that damage will be caused to the Hired Area or any property of UQ;
 - (ii) any applicable standards will not be met; or
 - (iii) material damage will be caused to UQ’s standing in the community.
- 13.2 This Agreement will automatically terminate if:
 - (a) you become bankrupt or have a liquidator or provisional liquidator appointed over all or parts of your business;
 - (b) you cancel the Event and/or do not pay the Deposit or Hire Charge at least 7 days before the start of the Hire Period.
- 13.3 UQ may terminate this Agreement without cause at any time prior to the commencement of the Hire Period.

14. *Effect of Termination*

- 14.1 If this Agreement is terminated by UQ under Clause 13.1 or 13.2 within 7 days of the start of the Hire Period then UQ may retain any Hire Charges and Deposit paid by you and held by UQ at the effective date of termination and you must reimburse to UQ any additional charges incurred by UQ upon your instruction, in respect of the Event.

14.2 If this Agreement is terminated by UQ under Clause 13.3 then your Deposit and any of the Hire Charges paid will be fully refunded to you.

15. Interest

If you fail to make any payment due to UQ under this Agreement then, without prejudice to any other remedies UQ may have in the event of breach, UQ may charge interest on the balance outstanding, accruing from day to day at the rate of two per cent (2%) above the Commonwealth Bank of Australia Base Rate from time to time in force compounded annually as at 31 December.

16 Force Majeure

16.1 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.

16.2 The Hire Period will not be extended as a result of a force majeure occurrence.

17. Waiver

The failure by either party 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.

18. Notice

A notice given under this Agreement must, if:

- (a) for the Hirer be addressed to the Hirer and delivered by hand, prepaid post, or facsimile to the address set out in the Schedule; or
- (b) for UQ be addressed to the UQ Contact and delivered by hand, prepaid post, or facsimile transmission to the address set out in the Schedule:

19. Law and Jurisdiction

19.1 This Agreement is governed by, and construed in accordance with, the laws of Queensland.

19.2 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.

SCHEDULE
to be completed by local area before issue

Items for inclusion

1. Amounts of Hire Charges and Deposit.
2. Facilities to be hired other than Hired Area.
3. Hire Period
4. Hired Area
5. Specific Equipment and other costs included in hire
6. Requirements for set up
7. Addresses for notices