



**Southern Cross
University**

Studio Hire

Terms & Conditions

1. Definitions and interpretations

Fees	means all monies paid by the Hirer to the University for the use of the Venue;
Venue	means the area described in the Studio Hire Contract;
University	means Southern Cross University ABN 41 995 651 524
Hirer	means the entity or persons proposing to use University Venues;
Period	means time the Venue will be hired to the Hirer by the University;
Cancellation Fee	means \$100 or otherwise stipulated on the Studio Hire Contract;
Studio Hire Contract	means the contract entered into between the University and the Hirer for the hire of the Venue, which incorporates these Terms and Conditions;
Studio Booking	means the recording, rehearsal, production or other studio activity for which the Venue is hired, as specified in the Studio Hire Contract;

2. The Studio Hire Contract

2.1. Entering into the Studio Hire Contract

- The University agrees to provide the Venue to the Hirer for the Studio Booking during the Period and the Fees specified in the Studio Hire Contract and under the conditions specified below;
- The hiring of the Venue does not create any lease or tenancy of University premises, but is merely a licence to occupy the Venue during the Period for the Studio Booking;
- The Period may include any time required by the Hirer to set up before, and clean up after, any Studio Booking;
- The Hirer must pay the Fees in full no later than the due date specified on the Studio Hire Contract;
- The laws of NSW govern the Terms and Conditions.

2.2. Notices

To confirm the reservation of the Studio Booking, the Hirer must:

- Within 7 days of making the reservation, confirm by return email the Hirer's acceptance of the reservation, and include all relevant details of the Studio Booking including expected numbers and any requirements of equipment, at which time the University will issue a Studio Hire Contract;
- Within 7 days of confirming the reservation, pay the University a deposit equal to 10% of the Fee or \$250, whichever is the lower;
- If the reservation is placed within 7 days of the Period, a payment guarantee by way of either a credit card authority to charge or full upfront payment must accompany the confirmed booking;
- If the Hirer does not abide by the timeline in Clause 2 then the University may cancel the reservation without notice. If the Hirer pays the deposit, it will be taken that the Hirer agrees to be bound by these Terms and Conditions;

3. Use of venue

The Hirer must agree that when making a Studio Booking with the University, the Hirer will:

- a) Not use the Venue for any purpose except the purpose of the Studio Hire Contract for which the Venue is hired;
- b) Not exceed the maximum capacities specified in the Studio Hire Contract. The University reserves the right to alter the maximum capacities in its absolute discretion;
- c) Not promote or use the Venue for any public meeting or entertainment unless the University has agreed the Venue may be used for that purpose;
- d) Not cause any nuisance or damage to the Venue, or any fixtures, fittings or equipment located in it;
- e) Pay to the University on demand any expense the University incurs if the Hirer leaves the Venue, or any fixture, fitting or equipment in it, in an unclean or damaged condition;
- f) Not assign these terms and conditions to any other entity;
- g) Not park any vehicle in or around the Venue unless the Hirer first obtains the University's permission;
- h) Observe all signs located in or around the Venue;
- i) Not provide any catering or beverages to the Venue that have not been approved, or provided, by the University. In particular, no food or drink is to be brought into studio control rooms or near recording equipment without express permission;
- j) Not sell or serve alcohol in or around, or allow alcohol to be brought onto, the Venue or any building within which the Venue is located, without the University's permission;
- k) Not smoke in the Venue, or any building within which the Venue is located;
- l) Not bring onto, or store in or around, the Venue any toxic or flammable substances;
- m) Comply with the University's requirements concerning access, indemnity, insurance, parking and safety;
- n) Observe any direction the University may give, or any authorised officer of the University;
- o) Not promote the Hirer as being associated with the University, unless permission is provided by the University;
- p) Ensure that the Hirer's employees, agents, and all other persons permitted by the Hirer to enter the Venue, are aware of these obligations;
- q) Vacate the Venue by the end of the Period;
- r) Accept that the University may re-allocate the Venue area should an unexpected circumstance occur, prior to consulting with the Hirer;
- s) Comply at all times with the University's policies and procedures. Please advise if the Hirer would like a soft copy of University policies and procedures;
- t) Unless the Studio Hire Contract permits the Hirer access at other times, the Hirer may only have access to the Venue during the Period;
- u) Obtain all licences, approvals or certificates required by law to conduct the Studio Booking;
- v) The specific application of clauses 3(b), 3(c), 3(g), 3(i) and 3(j) may be varied by the University in its discretion, as confirmed on the Studio Hire Contract. All other obligations in this clause 3 apply to every Studio Booking.

4. Use of equipment

If the Hirer requires equipment for use within the Venue that is owned by the University the Hirer must:

- a) Use the equipment in a proper, safe and prudent manner and only for the purpose and capacity for which it was designed;
- b) Ensure all equipment is returned or ready for collection by the University in a clean, dry and properly packed condition and if being collected, is readily accessible;
- c) Pay for all cleaning or drying costs and for any damage resulting from not properly drying, cleaning and/or packing the equipment;
- d) If equipment is lost, breaks down or is damaged, the Hirer must immediately notify the University;
- e) In the event that the equipment breaks down or becomes unsafe to use, the Hirer must immediately stop using the equipment and take all necessary steps to prevent the equipment from sustaining any further damage and must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the equipment and must not repair or attempt to repair the equipment without the University's prior written consent;
- f) If the equipment is lost or damaged and the loss of or damage to the equipment is caused by the Hirer's negligence or wilful act or the breach of any of these terms and conditions the Hirer shall without limitation be liable for any costs incurred by the University for repairing or replacing the equipment, any hire charges for the equipment until the equipment is replaced or repaired, and any other costs whatsoever incurred or loss suffered by the University as a result of the damage to or loss of the equipment;

5. Marketing And Acknowledgement

If the Hirer requires equipment for use within the Venue that is owned by the University the Hirer must:

- a) Provide the University with the opportunity to display signage at the Event;
- b) Acknowledge the University in any advertising, any media, and any social media for the Event if approved by the University Chief Marketing Officer.
- c) Acknowledge the University during the Event;
- d) Provide the University with the opportunity to provide a guest speaker for the Event if appropriate;
- e) Provide the University with the opportunity to provide promotional items for attendees of the Event, if appropriate;

6. Cancellation by client

The Hirer may cancel the hiring of the Venue at any time prior to the Period, but the Hirer must pay the University the Cancellation Fee;

7. Cancellation by the university

The University may terminate the hiring of any Venue immediately at any time, without notice to the Hirer, if the Hirer:

- a) Does not pay the Fees on time;
- b) Becomes bankrupt or insolvent;
- c) Does not observe another obligation under these Terms and Conditions when asked to do so by the University;
- d) Hirer's activities may bring the University into disrepute, the decision of which will be at the sole discretion of the University;

If the University terminates the hiring of the Venue under Clause 7, the Hirer cannot hold the University liable for, and agrees to release the University from, any claim, loss or expense the Hirer may incur as a direct or indirect consequence of the termination;

8. Force majeure

If the Studio Booking is not held on the contracted date due to the occurrence of a Force Majeure, then the parties will mutually agree on a new date for the Studio Booking and any amounts paid by the Hirer as deposit or otherwise shall be applied as follows: first, to reimburse the University for any actual, out-of-pocket expenses incurred in anticipation of the Studio Booking, and second, as prepayment for the Studio Booking to occur on the new Studio Booking date, in accordance with Clause 2.

9. Insurance and indemnity

- 9.1 The Hirer must indemnify the University against any claim, expense, loss or damage the University suffers if the Hirer, or any employee, agent or invitee of yours, directly or indirectly, and wilfully or negligently:
- 9.2. The University may, at its absolute discretion, waive the requirement for the Hirer to hold public liability insurance for Studio Bookings assessed by the University as presenting a lower risk profile. Factors the University may consider include:
 - a) the number of persons who will attend the Venue during the Studio Booking;
 - b) whether the Studio Booking is open to the public;
 - c) the nature of the activities to be undertaken;
 - d) whether a University staff member will be present for the duration of the Studio Booking.
- 9.3 Where the University waives the requirement for public liability insurance under Clause 9.2, the Hirer acknowledges and agrees that:
 - a) the University's casual hirers liability policy may provide limited coverage, subject to and in accordance with its terms and conditions;
 - b) the Hirer remains fully liable under the indemnity at Clause 10;
 - c) it is in the Hirer's interest to obtain independent advice regarding its own insurance arrangements; and
 - d) the waiver of the insurance requirement does not limit or reduce the Hirer's obligations or liability under these Terms and Conditions.
- 9.4. The University reserves the right to require public liability insurance for any Studio Booking, regardless of the risk assessment, and will notify the Hirer of this requirement at the time of booking.

10. Indemnity

The Hirer must indemnify the University against any claim, expense, loss or damage the University suffers if the Hirer, or any employee, agent or invitee or other person permitted by the Hirer to enter the Venue, directly or indirectly, and wilfully or negligently:

- a) Damages or destroys any property of the University's, or of another person located within the Venue or any of the University's buildings at any time the Hirer has access to the Venue for the purposes of this Agreement; or
- b) Injures, or causes the death of, any person within the Venue or any of the University's buildings or grounds at any time the Hirer has access to the Venue;
- c) This indemnity is a continuing and independent obligation, survives termination or expiry of the Period and includes any expense the University may incur on a full indemnity basis;
- d) The Hirer acknowledges that it has been made aware of the nature and value of the studio equipment and facilities and accepts the risk of liability for any damage to or loss of such equipment arising from the Studio Booking.

11. Health and Safety

11.1. University staff have full and irrevocable authority to remove any person from, or to prevent them from entering the Venue, if, in the staff member's reasonable opinion:

- a) The Venue is being used for a purpose other than that listed in the Studio Hire Contract;
- b) The Hirer or invitees of the Hirer engages in conduct that the University, acting reasonably, considers is (or is likely to be) a nuisance, or compromise the University's safety or security procedures;
- c) The capacity of people specified in the Studio Hire Contract is, or appears to have been exceeded;
- d) There is any actual or suspected emergency that warrants evacuation of the Venue;

11.2. **The Hirer will pay the cost of any security required at their Studio Booking, as notified by the University in the Studio Hire Contract;**

12. Rehearsal Room Restrictions

12.1. The University's rehearsal rooms are located in proximity to spaces leased to educational providers, including providers that deliver services to children. Accordingly, the following restrictions apply to all rehearsal room bookings:

- a) Rehearsal room bookings will only be accepted for periods outside school operating hours, being before 8:00am and after 4:00pm on school days, and at any time during school holidays and weekends;
- b) The University may vary these hours from time to time by notice on the Studio Hire Contract;
- c) The Hirer must not access rehearsal rooms outside the permitted hours specified in the Studio Hire Contract;
- d) For the avoidance of doubt, this clause does not apply to bookings of Studio A, Studio B, or the Radio/Podcast Studio, which may be booked during or outside school operating hours.

12.2. The Hirer acknowledges that the University campus is a shared environment and agrees to conduct all activities with due regard for other campus users, including maintaining appropriate noise levels when entering and exiting the Venue.