



**Southern Cross
University**

Venue hire and catering

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 Event Contract;
University	means Southern Cross University ABN 41 995 651 524
Hirer	the entity or persons proposing to use University Venues;
Period	time the Venue will be hired to the Hirer by the University;
Cancellation Fee	means \$100 or otherwise stipulated on the Event Contract;
Event Contract	as detailed in Clause 6;
Event	the purpose for which the Venue is hired;

2. The event contract

2.1. Entering into the Event Contract

- a) The University agrees to provide the Venue to the Hirer for the Event during the Period and the Fees specified in the Event Contract and under the conditions specified below;
- b) 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 Event;
- c) The Period may include any time required by the Hirer to set up before, and clean up after, any Event;
- d) The Hirer must pay the Fees in full no later than the due date specified on the Event Contract;
- e) The laws of NSW govern the Terms and Conditions.

2.2. Notices

To confirm the reservation of the Venue, the Hirer must:

- a) Within 7 days of making the reservation, confirm by return email the Hirer's acceptancy of the reservation, and include all relevant details of the Event including expected numbers and any requirements of equipment, at which time the University will issue an Event Contract;
- b) Within 7 days of confirming the reservation, pay the University a deposit equal to 10% of the Fee or \$250, whichever is the lower;
- c) If the reservation is placed within 7 days of the Period, a payment guarantees by way of either a credit card authority to charge or full upfront payment must accompany the confirmed booking;
- d) 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 hiring a Venue from the University, the Hirer will:

- a) Not use the Venue for any purpose or Event except the purpose or Event for which the Venue is hired;
- b) Not exceed the maximum capacities specified in the Event 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 us on demand any expense we incur if you leave 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 you first obtain 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;
- 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) Bring onto, or store in or around, the Venue any toxic or flammable substances;
- m) Comply with the University's requirements concerning access, 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) Obtain public liability for claims of personal injury or death, and damage to property, arising in respect of the Hirer's obligations, with such insurance providing cover in respect of each and every occurrence for an amount not less than \$20,000,000 and in respect of public liability must be unlimited as to the number of claims which can be made and any third-party liability insurance, evidence of which must be supplied to the University prior to the Period;
- q) Ensure that your employees, agents and invitees are aware of these obligations;
- r) Vacate the Venue by the end of the Period;
- s) Accept that the University may re-allocate the Venue area should an unexpected event occur, prior to consulting with you;

- t) Comply at all times with the University's policies and procedures. Please advise if you would like a soft copy of University policies and procedures;
- u) That unless the Event Contract permits the Hirer access at other times, the Hirer may only have access to the Venue during the Event Contract Period;
- v) Obtain all licences, approvals or certificates required by law to host or run the Event;
- w) The above Clauses listed (v) to (a) are at the University's discretion and will be confirmed on the Event Contract.

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. Sponsorship and in-kind support

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; and
- 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 Hirer's Event 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 Event 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 Event, and second, as prepayment for the Event to occur on the new Event date, in accordance with Clause 2.

9. Insurance and 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 of yours, 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 Hire Period and includes any expense the University may incur on a full indemnity basis;

10. Health and safety

- 10.1.** 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 or Event other than of that listed in the Event 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 our safety or security procedures;
 - (c) The capacity of people specified in the Event Contract is, or appears to have been, exceeded;
 - (d) There is any actual or suspected emergency that warrants evacuation of the Venue;
- 10.2** The Hirer will pay the cost of any security required at their Event, as notified by the University in the Event Contract;