

## ECU Venue Hire Terms and Conditions

*PLEASE READ BEFORE COMPLETING THE VENUE HIRE APPLICATION*

### **Bookings and Payment of account**

- Hirer must comply and ensure that its employees, agents, contractors, and attendees comply with these Venue Hire Terms and Conditions ("Terms and Conditions").
- A booking is not confirmed until Hirer receives written confirmation from Edith Cowan University ("ECU").
- The ECU Academic Timetable requirements take precedence over external customer booking requests, ECU may relocate bookings at its discretion.
- All customers must pay for the venue hire in full before the booking will be confirmed.
- The hire fees payable by Hirer for a venue are set out in the Venue Hire Rates. Following a confirmed booking for an existing Hirer, ECU will invoice Hirer for the hire fees and Hirer must pay the invoice within 30 days of the invoice date.
- In addition to the hire fee, Hirer must pay on demand (a) the extra costs for any labour, equipment or services used or deemed necessary by ECU in addition to those booked (b) the labour, materials and contractor's costs of cleaning, repair and restoration of the venue, its fixtures, fittings, equipment, furniture, carpets or other property necessary because of Hirer's breach of these Terms and Conditions and (c) such further charges as may be determined by ECU if Hirer fails to vacate the venue at the end of the booked hire period.
- Equipment (such as sound, lighting, AV or pianos) is not automatically included as part of the ECU venue hire and must be organised separately and additional hire charges may apply.
- Some venues may require ECU staff to be present for the duration of the hiring. Additional charges for these will apply (including requisite after hour charges) and will be advised at the time of booking.
- Hirer must not use the venue or permit the venue to be used for any purpose other than the purposes specified in the Venue Hire Application.
- The Hirer must ensure the booking time allows sufficient bump in and out time and be in attendance in person or by a representative at least one hour before the commencement of the function and carry out all requests and directions of ECU staff.
- Hirer must comply with the maximum capacity for each venue.

### **General**

- Hirer must behave in a respectful and courteous manner, and not in a way that could cause harm, create a hazard or be of nuisance to other patrons or ECU personnel.
- Hirer must abide by, and use reasonable endeavors to ensure that their attendees abide by:
  - ECU's values of integrity, respect, rational inquiry, courage and personal excellence.
  - the ECU Lands and Traffic By-Laws, and any applicable ECU rules, regulations or policies, including ECU's parking restrictions, and those published at <https://www.ecu.edu.au/centres/strategic-and-governance-services/our-services/policy-and-legislation>; and
  - any reasonable rules or directions issued by relevant ECU personnel.
- Hirers are responsible for ensuring the security of their personal belongings while using the facilities. ECU accepts no responsibility for lost, damaged or stolen items.
- Smoking (or equivalent, including vaping and the use of e-cigarettes) is prohibited on ECU grounds.
- Persons under 18 years must not use the Venue unless accompanied and supervised for the entire period by a person over 18 years who is entitled to use the Venue, unless otherwise approved by relevant ECU personnel.
- ECU reserves the right to refuse entry or participation for any person (without refund or compensation) from the Venue or prohibit them from using the Venue if that person's behaviour is considered dangerous, unacceptable, or contrary to these terms, or if it would otherwise cause harm or detriment to ECU's reputation.

### **Other acts requiring ECU consent**

- Without limiting any other term, Hirers will not, without ECU's prior consent:
  - allow any animal in the Venue;
  - allow any explosive or inflammable liquids or like substances in the Venue; or
  - permit the supply or use of alcohol in the Venue.

### **Insurance**

- Hirer must have a current public liability insurance policy to the value of not less than \$20 million and must present a certificate of currency for the policy to ECU upon application.
- If Hirer does not have adequate public liability insurance, and Hirer is a non-commercial, unincorporated body, or is an irregular user of ECU facilities, they may be able to cover under ECU's insurance. If an incident occurs that could result in a claim under the ECU public liability insurance policy, Hirer must advise ECU as soon as possible and Hirer agrees to pay to ECU the \$1000 policy excess.
- Hirer acknowledges that if for some reason Hirer is not indemnified under this insurance, Hirer is personally liable for any claims arising out of Hirer's use of the venue.
- ECU insurance does not protect against the loss or damage of Hirer's business and personal items and assets.

For further information, contact [insurance@ecu.edu.au](mailto:insurance@ecu.edu.au).

### **Audio visual equipment**

- The hourly rate for some of ECU venues includes the use of permanently installed audio visual equipment. This equipment is provided on an "as is" basis and onsite support is limited to general set up and troubleshooting during normal business hours.
- ECU is not liable for any losses or damages incurred as a result of audio-visual equipment not being in good working order or condition.
- ECU is unable to provide internet access to Hirers.

### **All advertising materials and handouts must:**

- Be approved in advance by ECU.

- Contain the following disclaimer: *"This event is sponsored by [Hirer's name] and any views expressed at the event do not necessarily reflect the views of Edith Cowan University."*
- Not represent expressly or by implication that ECU is associated with the event other than in the capacity of providing the venue for hire, and must not contain ECU's logo, name or photographs of the campus, other than to give the location of the event.

#### **Parking and directional signs**

- For car park locations please refer to ECU [campus maps](#). For further information on parking areas, by-laws and permits please contact ECU's Security and Traffic Services on 6304 2460 or visit the [parking](#) website. Vehicles parked on ECU grounds are parked at the owner's and/or user's risk and ECU is not and shall not be liable, or responsible in any way for loss or theft or damage or for the safe custody of a vehicle or its contents.
- If Hirer wishes to erect directional signs for an event, stand-alone signs may be erected on ECU grounds subject to location and approval by ECU's Campus Support Office but must be removed immediately after the event.
- No posters or brochures may be attached to any infrastructure on ECU grounds. Signage frames may be available from Campus Support Office.

#### **Furniture, equipment and cleaning of venue**

- Furniture and equipment must not be moved within the venue without ECU's approval. If approval is given, it will be on the understanding that the furniture and equipment will be returned to the same position as before the event. Hirer must pay any charges incurred by ECU if a venue needs to be reconfigured once the event has concluded.
- Furniture and equipment must not be moved outside the venue. Hirer must pay any repair or replacement costs if furniture or equipment is damaged during an event.
- Hirer must leave the venue clean and tidy after their event and must pay additional cleaning costs if a venue is not left cleaned and tidy at the end of an event.

#### **Security and damage to property**

- Hirer must maintain good order in the vicinity of the venue and ensure ECU's property in and around the venue is not damaged. Hirer must reinstate the venue to its original condition immediately after use. Hirer must pay the cost of layout, materials, cleaning, repairs and restoration of the venue, its fixtures, fittings, equipment, furniture, carpets and any other property which have been removed or damaged as a result of the hire.
- ECU may require the employment of ECU or other personnel at an event as are deemed necessary for security or safety reasons. Any costs incurred by ECU in providing such personnel will be payable by Hirer.

#### **Fire safety precautions:**

- At all times when the Venue is occupied, Hirer must ensure that all passageways and exit doors are kept free, unobstructed, and available for use by the public, and that all exit lights are illuminated. ECU will provide information on emergency procedures to Hirer.
- Hirer must never place or wrap foil or flammable materials around lights.
- Combustible materials must not be placed over electrical items, speakers, power boards or power points and there must be sufficient air space around the equipment to prevent overheating.

#### **Work Health and Safety (WHS):**

- In this paragraph:
  - "Hazard" means any circumstance of which Hirer becomes aware, and which is likely to result in injury to a person, result in harm to the health of a person, or cause any damage or danger, to the venue or to any person on or in the venue.
  - "WHS Incident" means any actual or suspected breach of any requirement under WHS Law; incidence of personal injury or harm to health; and an event that gives rise to a risk to health and safety of persons whether or not such person is involved in any event that is notifiable under WHS Law, relating, directly or indirectly, to the venue or Hirer's use of the venue.
  - "WHS Law" means all of the Work Health and Safety laws, including regulations and codes of practices, which are applicable to the parties, venue and the use of the venue.
- Hirer must:
  - comply with its obligations under the WHS Law; and
  - ensure all employees, agents, contractors, invitees, and all attendees for whom Hirer is responsible, or over whom Hirer is capable of exercising control, comply with their respective obligations under WHS Law.
- Each party agrees to consult, cooperate and coordinate their respective activities, in so far as practicable and as is required by WHS Law, with the other party and any other person who concurrently with the parties has a duty under WHS Law relating to the same matter, to identify and address any overlapping Work Health and Safety responsibilities aimed at ensuring the health and safety of both parties' employees, agents, contractors, invitees, and customers. This clause does not however detract from Hirer's primary responsibility for the management of health and safety at the venue.
- Hirer must as soon as practicable:
  - notify ECU of any Hazard arising in or on the venue that under the terms of this Terms and Conditions or at law ECU may have an obligation to remedy; and
  - remediate any Hazard arising in or on the venue that under the terms of this Terms and Conditions or at law the Hirer would have an obligation to remedy.
- Without limiting any other obligations of Hirer under this Terms and Conditions or WHS Law, where a WHS Incident occurs, Hirer must:
  - immediately report to ECU and provide ECU with copies of any communications, notices or reports provided to or received from the regulator regarding the WHS Incident, if any;
  - provide ECU with such other information as ECU may reasonably require to satisfy its obligations under WHS Law;
  - take all reasonable steps to cooperate with ECU in the investigation and management of any WHS Incident;
  - provide ECU or its representatives with full access to investigate the incident; and
  - not disclose to any third party or authority any information, documentation, reports or material that is owned or has been created by ECU without ECU's prior written authority, unless compelled by law or court order, and do everything possible to maintain and not waive ECU's entitlement to legal professional privilege relating to a WHS Incident.

### **Consumption of food, beverages and liquor**

- Food, beverages and other refreshments may not be served or consumed inside a venue.
- Hirer may obtain permission from ECU to serve food, beverages or refreshments in certain circumstances. Where permission is granted, Hirer agrees to comply with any additional terms and conditions imposed, including relevant licence conditions, and meeting any local food regulations.
- For catering options ECU has on-Campus Cafes: see <https://intranet.ecu.edu.au/staff/campus-life/campus-facilities/food-cafes-and-bars>
- Hirer must comply with ECU's Alcohol and other Drugs Management policy. Hirer must submit evidence of the Liquor Permit to ECU for approval at least 21 days prior to the event. Written authority from ECU to consume liquor must be carried with Hirer on the day of the event together with the ECU booking confirmation letter.

### **Intellectual Property**

- If Hirer intends to play any music on ECU's premises or otherwise in connection with the event where doing so would constitute a public performance of material subject to copyright protection or would otherwise involve the exercise of an exclusive right of a copyright holder other than Hirer ("Protected Dealing"), Hirer must, no later than 14 days prior to the intended date of the Protected Dealing, obtain and present ECU with evidence of a licence (for example an APRA/AMCOS licence if applicable) which permits that Protected Dealing or other evidence, which is satisfactory to ECU, of its right to undertake the Protected Dealing.
- Hirer must not transmit by television or radio broadcast any performance which may infringe copyright or otherwise undertake any activity which might involve the infringement of intellectual property rights including, without limitation, rights under the *Copyright Act 1968* (Cth), *Trademarks Act 1995* (Cth) and *Patents Act 1990* (Cth).
- Hirer must not, without ECU's prior approval, permit any film projection or other exhibition or similar entertainment or photography of any kind within the venue or on ECU grounds. For the avoidance of doubt, any approval granted by ECU does not, unless expressly stated in writing, indicate that ECU has obtained for Hirer the right to exercise any exclusive rights of any third party.
- Hirer warrants it has the right to use any intellectual property belonging to third parties during venue hire.

### **ECU may, without liability for loss or damage to Hirer:**

- Cancel a confirmed booking for any reason, and if so, will refund to Hirer all monies paid to ECU.
- Close a venue during an event if in ECU's opinion, the event is objectionable, unsafe, unlawful, infringes the intellectual property rights of third parties or is potentially detrimental to the reputation or welfare of ECU.
- Interfere with or cancel an event in a venue due to civil disruption, industrial action, terrorism, act of god, or any circumstances beyond the control of ECU and ECU will not be obliged to settle any dispute or control any disruption which has been caused.

### **Academic Freedom and Freedom of Speech**

- ECU assesses all applications to hire a venue on a case-by-case basis taking into account the principles defined in the University's [Statement on Academic Freedom and Freedom of Speech](#).
- ECU seeks to achieve a balance between the promotion and protection of academic freedom and the need to uphold ECU's values, maintain consistency with evidence-based approaches to teaching and research, and protect ECU's reputation.
- Where refusal of a request to hire a venue is being considered on any of these grounds, the matter will be referred to the Director of Facilities and Campus Services, in their capacity as an Authorised Officer (as defined by the University's [Lands and Traffic By-Laws](#)) for consideration and a decision, noting the Director may refer the matter to Legal Services for advice.

### **Hirer may cancel a confirmed booking:**

- If Hirer cancels a confirmed booking up to 2 weeks prior to the event, no cancellation charges will be payable.
- Hirer may cancel a confirmed booking by giving written notice to ECU and pay the corresponding cancellation charges:
  - Any cancellation of a booking made within 2 weeks prior to the date of a confirmed booking will be charged \$50;
  - Any cancellation of a booking made less than 5 days prior to the date of a confirmed booking will be charged to Hirer at 25% of the hire fee: and
  - Any cancellation of a booking made less than 48 hours prior to the date of a confirmed booking will be charged to Hirer at 50% of the hire fee

### **Hirer indemnifies ECU against:**

- Claims, losses, actions, damages, costs and expenses, personal injury, death or damage to property arising from or in connection with the use of the venue and any equipment used during the hiring caused or contributed to by any act or omission of Hirer, or Hirer's agents, employees, contractors, invitees, or any other person directly or indirectly associated with Hirer's use of venue, or by Hirer's failure to comply with any of its obligations under these Terms and Conditions. This indemnity does not apply to the extent that any liability is caused by the negligence of ECU or any of its agents, employees or contractors.

### **Hirer must comply with:**

- All relevant laws applicable to Hirer hiring the venue.
- ECU's University Statutes, Rules and By-Laws and the reasonable directions of the relevant ECU personnel regarding use of equipment, facilities, parking, access and security. Copies of the University Statutes, Rules and By-Laws can be found at <https://www.ecu.edu.au/centres/strategic-and-governance-services/our-services/policy-and-legislation>.

### **Protocol**

- Hirer must give ECU advance notice if high-profile guests, VIPs, Ministers of the Crown, Heads of State, and senior educational or commercial executives are to attend or persons representing any of them so that security arrangements and protocol may be observed.

### **Application of the Terms and Conditions**

- ECU may at its absolute discretion, amend or delete any of the Terms and Conditions as outlined above or add extra conditions by giving notice to Hirer. ECU reserves the right to permit any person to use any venue on any terms stipulated by ECU whether different to these Terms and Conditions or not.
- Hirer may not assign any part of its rights or obligations under these Terms and Conditions.