

UNIVERSITY OF SOUTH AUSTRALIA

APPENDIX 2

CONDITIONS OF HIRE OF FACILITIES

APPLICATIONS FOR THE USE OF FACILITIES SHOULD BE DIRECTED TO THE DESIGNATED CAMPUS OFFICER.

THE HIRER IS RESPONSIBLE FOR ENSURING THAT THE CONDITIONS OF HIRE, STATUTES AND BY-LAWS OF THE UNIVERSITY OF SOUTH AUSTRALIA ARE OBSERVED. ADDITIONAL CONDITIONS MAY APPLY TO SPECIFIC FACILITIES SUCH AS SWIMMING POOLS, GYMNASIUMS ETC. THESE CONDITIONS WILL BE SUPPLIED BY THE DESIGNATED CAMPUS OFFICER.

1. DEFINITIONS

- (a) In these conditions the words 'The Hirer' shall mean the person or persons whose application for the hire of the premises is accepted by the University.
- (b) Where the hirer consists of two or more persons those persons shall be bound by these conditions jointly and severally and shall be jointly and severally liable for any liability arising from these conditions or otherwise arising in respect of the hiring.
- (c) The premises in these conditions shall be that portion of the University premises stated in the letter of application for hire of University premises and the normal means of access thereto and the adjoining conveniences.

2. HIRE CHARGE

All charges include reasonable cleaning.

Fees to be paid by the hirer for the use of the University of South Australia facilities (hereinafter called "The Facilities") are set in accordance with the guidelines approved by the University of South Australia Council and are administered by the Designated Campus Officer.

If the hirer fails to vacate the premises by the time stated for the expiration of the hiring they shall be liable for such further hiring charges as the University may determine.

3. CARE OF THE FACILITIES, AND DAMAGE

- (1) The hirer shall, in addition to the agreed hire charge, meet the cost of any additional labour including security and/or cleaning which may be necessary to prepare the facilities before use or to place the facilities in a proper order after use.
- (2) The hirer shall be liable for and make good all damage done to the facility of any furniture, fittings or fixtures, equipment or other effects belonging to the University of South Australia caused by default or neglect of the hirer, or any member or associate thereof, or any person connected with the organisation.
- (3) The hirer shall satisfy the Designated Campus Officer, prior to the hiring period with respect to arrangements for the proper care of the facilities during the hiring period.
- (4) No other activity other than that stated in the Letter of Application is to be held, and no other facility used without prior approval of the Designated Campus Officer.
- (5) A deposit ranging from \$50 to \$300, to be determined by the Designated Campus Officer, may be required, from the hirer to cover damage and abnormal cleaning requirements.

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4. ALTERATION TO PREMISES

No additions or alterations (however temporary) may be made to the building; furnishings or equipment without prior agreement with the Designated Campus Officer.

5. TECHNICAL EQUIPMENT

- (1) The hirer should specify equipment needs, and subject to availability, these may be provided for a fee.
- (2) Express approval of the Designated Campus Officer is required where hirer's equipment is intended to be used.
- (3) Hirers should familiarise themselves with the facilities prior to the hire date.

6. SECURITY AND ACCESS

- (1) Prior to use of the facilities, acceptable arrangements must be made between the hirer and the Designated Campus Officer regarding the locking of premises and other security. The University of South Australia takes no responsibility for personal security of the hirer, or any member or associate thereof (refer section 6 below).
- (2) The University of South Australia shall not be responsible for any property which any member of the hiring organisation or other persons connected with the organisation may bring into the University.
- (3) The use of facilities will at all times be in the control of the University staff, and the hirer and associates thereof shall obey all directions given by or on behalf of the Designated Campus Officer of the University of South Australia in all respects.
- (4) Unless special approval is given by the Designated Campus Officer, all facilities must be vacated when Security staff are not on duty. Costs for Security outside the normal duty hours will be charged to the hirer.
- (5) Arrangements to gain access for setting up must be made with the Designated Campus Officer at least THREE days before the event.
- (6) Some facilities require the attendance of a University of South Australia officer or specialised technicians during the hire period. The Designated Campus Officer will inform the hirer of these requirements and the associated charges and the hirer must ensure that the appropriate arrangements are made.

7. INSURANCE

- (1) The University of South Australia or its Council shall not be held liable for any injury or loss relating to the hirer, or any employee of the hirer or any person on the premises by invitation or with the authority or permission of the hirer.
- (2) Cover for public liability and property damage to ensure full protection in case of injury to persons or damage to University of South Australia or private property must be arranged by the hirer.

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8. REFRESHMENTS

- (1) No food or drink may be taken into the facilities without the prior express approval of the Designated Campus Officer. The hirer is responsible for ensuring that members comply with this condition.
- (2) Smoking is not permitted in any of the hired facilities.

9. GENERAL

- (1) Any unusual incident relating to the hire of the facilities is to be reported to the Designated Campus Officer on the first working day after the day of hire.
- (2) Excessive noise is prohibited.
- (3) Children must be under strict supervision at all times.
- (4) Any arrangement or contract for the hire of the premises may, at any time prior to the date for which the premises are hired, be cancelled as determined by the University and, upon returning to the hirer all moneys paid by them, the University shall not be liable to the hirer for damages or otherwise.
- (5) The acceptance by the University of an application for the hire of the premises shall not be construed as permission to use the premises for the performance of a copyright work without the consent of the owner of the copyright.
- (6) An authorised officer of the University shall at all times have free access to any part of the premises.
- (7) Any person not complying with these conditions, committing any nuisance or offence, or in any way misconducting themselves, may be summarily expelled from the premises by an authorised officer of the University.

10. PAYMENT OF HIRE CHARGE

The hire charge is normally due and payable as a confirmation of the booking prior to the date of the hire period. Cancellation, in writing, by the hirer will be accepted and the full amount of the hire charge will be refunded less any cost incurred by the University on behalf of the hirer.

11. OCCUPATIONAL HEALTH SAFETY & WELFARE

The hirer must comply with all relevant Parts, Sub-sections and Regulations of the South Australian Occupational Health, Safety and Welfare Act, 1986.

12. FIRE SAFETY

Hirers must be aware of and conform with the fire safety regulations. Every exit, passage, gangway and the immediate approaches to and from any exit door shall be kept entirely free from obstruction, whether permanent or temporary.

All carpets, matting or other floor and stair coverings in aisles or traffic ways shall be securely fixed to the floor.

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All curtains covering doors, or in passages, must be hung so as not to reach the floor. While the facility is in use, all exit doors must be able to be readily opened without the use of a key from the side towards which a person would approach the door seeking egress.

At the termination of the function all appropriate entrances and exit doors must be fully opened and the audience must be permitted to leave the place of entertainment through these doors.

13. NAME OF VENUE

The hirer must ensure that the correct name of the facility: UNIVERSITY OF SOUTH AUSTRALIA, is used when identifying the venue in publicity material and advertisements.

All advertisements and public announcements concerning functions to be held in University premises shall include the name of the organisation or person responsible for the arranging of the function.

The name of the University of South Australia shall not be used alone, the specific facility name should be used in conjunction, eg. Brookman Building, City East Campus, University of South Australia.

The hirer shall make no statement in an advertisement which might imply that the function is conducted by or is any way connected with the University.

14. STATE AND COMMONWEALTH LAW

In signing the letter of application for hire, hirers are undertaking not to engage in any activity which will contravene a State or Commonwealth law and are agreeing to obtain all necessary licences, exemptions, permits, consents or manner of thing as may be required by law.

IN CONSIDERATION of the hire to me by the University of South Australia of the facilities, furniture and equipment listed below and/or in the attached Schedule, I HEREBY AGREE TO INDEMNIFY and hold harmless the University of South Australia against all actions, proceedings, claims, demands, damages and costs whatsoever which may be taken or made against the said University of South Australia, arising out of, or in respect of the use of the said facilities, furniture and equipment while on loan to me whether such action, claim, demand, damages or costs should arise from the manner of use of the said facilities, furniture and equipment or from a defect in the said facilities, furniture and equipment and whether such defect is known or unknown to the said University of South Australia, or in any other way whatsoever AND I FURTHER AGREE to pay the cost of any repairs to the said facilities, furniture and equipment which is, in the opinion of the Designated Campus Officer or any authorised person of the University of South Australia, rendered necessary as a consequence of the misuse or neglect of the said facilities, furniture and equipment while on hire to me.

Hirer's signature: _____ Dated: _____

Hire approved: _____
(Administrative Services Officer for Campus Facilities Manager)

<http://www.unisa.edu.au/adminfo/policies/corp/condhire.doc>