



**University of New England
Estate & Built Environment
Event Management**

University of New England
Armidale NSW 2351
Ph: (02) 6773 2467

GENERAL CONDITIONS OF HIRE

Between

University of New England ABN 75 792 454 315 of Elm Avenue, Armidale, NSW, 2351
(UNE)

and

The party named in the Venue Hire Agreement Details as the hirer (**The Hirer**)

Background

UNE has a number of venues available for general hire. These venues are managed by Estate & Built Environment (EBE) for UNE. EBE are able to offer a broad range of services to assist in the coordination and management of events on the University campus. The following provides a list of services available from EBE:

- Licensed Events –Management of conditions of sale/service of alcohol, approval required.
- Security Services – Escorts, crowd control and parking control.
- Event Parking – Signage and coordination.
- Access Control – Programming of electronic access, issuing of ID cards, after-hours access.
- Custodians – To oversee workplace health & safety compliance and sections of the Building Code of Australia relevant to theatres and halls at an Event.
- Audio Visual – Tech support & equipment – via an approved external supplier.
- Sound & Lighting – Technical support & equipment - via an approved external supplier.
- Venue Set-Up – Specific seating configurations (Lazenby Hall only), i.e., flat floor, half seating, full seating, tables & chairs.
- Supply of Furniture – tables, chairs, lecterns etc.
- Cleaning – During events, after events or outside normal business hours.
- Waste – Recycling bins, waste bins, collections and disposal.
- Grounds – Mowing, gardening, leaf blowing etc.
- Fire Safety – Alarm isolations, fire danger assessment.
- Concert Piano – Subject to approval, use and management of instrument.
- Air conditioning – Heating or cooling.

Agreed Terms

1. Hire Agreement

1.1 This Hire Agreement is made up of:

- a) the Venue Hire Agreement Details;
- b) the Special Conditions;
- c) these General Conditions of Hire;
- d) Alcohol Events Registration and Risk Assessment Form; and
- e) UNE's Custodial Duties Procedure.

If there is an inconsistency between the parts referred to in paragraphs (a) to (e) above, then the provision in the part higher on the list prevails to the extent of the inconsistency.

2 Term

2.1 In consideration for the payment by the Hirer to UNE of the Hire Fee, UNE agrees to hire the Venue to the Hirer for the Hire Period on the terms and conditions of this Hire Agreement.

2.2 A booking will not be considered confirmed until all documents required to be completed and returned as part of the Hire Agreement have been provided by the Hirer to UNE.

3 Hire Costs

3.1 Venue Hire Fee

- a) The venues available for hire and their associated costs are set out in Schedule 1 of this Hire Agreement.
- b) UNE will determine the Hire Fee based on the Venue chosen for hire by the Hirer and the Hire Period.
- c) The Hirer agrees to pay the Hire Fee to UNE by the date stated on UNE's invoice.

3.2 Discount on Hire Fee

The Hirer may request a discount off the Hire Fee in cases where the Hirer can demonstrate financial assistance will be of benefit to a charitable organisation or the local Armidale community. Applications for a discount are to be submitted to UNE through EBE. The request must be in writing and provide evidence that no financial gain shall be sought or obtained by the Hirer in relation to the Event. Each application will be considered on its own merit with any Hire Fee discount being granted at the discretion of EBE.

3.3 Additional Costs

Additional costs may apply for the provision of required or additional services as set out in Schedule 2 of this Hire Agreement. These additional charges will be quoted and provided by EBE.

4. Use of the Venue

4.1 Permitted Use

- a) The Hirer can use the Venue for the Permitted Use only for the Hire Period.
- b) Nothing in this Hire Agreement gives the Hirer any exclusive rights over the Venue or any of the Equipment and Facilities.

4.2 No warranty as to use

- a) UNE does not represent or warrant that the Venue will be adequate or suitable as a venue for the Hirer's purposes.
- b) The Hirer acknowledges that before entering into this Hire Agreement, the Hirer has been provided with an opportunity to view the Venue in order assess the suitability of the Venue and is satisfied the Venue is fit for the Permitted Use.
- c) UNE will not be liable to the Hirer for any loss suffered by the Hirer as a consequence of the Venue or the Equipment and Facilities or Services not being adequate for the Hirer's purposes.

4.3 Compliance with law and Requirements

- a) The Hirer must comply with and observe all laws and Requirements:
 - i. in relation to the carrying out of the Permitted Use at the Venue; and
 - ii. in relation to or arising as a result of the use or occupation of the Venue,whether or not those laws or Requirements are addressed to or are required to be complied with by either or both of UNE and Hirer or by any other person using the Venue.
- b) The Hirer warrants to UNE that it has obtained any consent or approval from any Authority which may be necessary for the lawful conduct of the Event at the Venue.

5. Hirer's Obligations

5.1 The Hirer will:

- a) on request, supply to UNE a copy of the Hirer's program detailing what will occur at the Event during the Hire Period;
- b) during the Hire Period, comply with any and all instructions given by UNE as to the use of, and access to and from, the Venue;

- c) carry out the Event in such a way so as to avoid any interference (by way of sound or other distraction) with normal UNE activities of the adjoining buildings and areas;
- d) notify UNE immediately on becoming aware of any damage or loss to the Venue or its Equipment and Facilities, or of any injury to any person in or around the Venue;
- e) obtain all licences or permissions required from any copyright holder or copyright collection agency such as AMCOS, PPCA, APRA or CAL in relation to any activities that form part of an Event including to the playing, showing or otherwise of mediums such as music, songs, photos or videos. The Hirer indemnifies UNE in relation to any breach of copyright claim brought or made by a third party and must produce evidence of such licence or permission to UNE when requested;
- f) be responsible for the maintenance of good order at the Venue and any other part of UNE's premises affected by the hiring;
- g) adequately supervise, control and be responsible for all persons attending the Event during the Hire Period, including children;
- h) ensure that all entrances, exits (including exit doors) passageways and aisles are kept clear and available for use by the public at all times when the Venue is occupied and that all exit lights remain visible during all Events;
- i) service its own first aid needs including the provision of a suitable first aid kit;
- j) supply its own tickets, box office staff, ushers and front of house staff;
- k) be responsible for promoting the Event and must provide all promotional materials to UNE for prior approval. The Hirer indemnifies UNE for any liability resulting from its marketing and promotional activities;
- l) arrange with and obtain approval from UNE for any deliveries for the Event prior to delivery;
- m) obtain prior approval from UNE for the use of any signs, banners and decorations connected with the Event;
- n) not use nails, screws, adhesives or fastenings in any of the walls, doors, glass, floors, furniture, curtains, drapery, fittings and equipment;
- o) vacate the Venue at the conclusion of the Hire Period. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee as set out in Schedule 1; and
- p) not bring in heavy equipment that may overload the floors.

5.2 The Hirer will not without the prior written consent of UNE:

- a) allow any animal in the Venue, with the exception of registered guide dogs or assistance animals;

- b) carry out any alterations or additions to the Venue;
- c) allow any Event or part of an Event to take place outside of the Venue;
- d) permit any advertisement to be placed upon any UNE property;
- e) permit any third party to use the Venue except for the Hirer's Associates to the extent necessarily required;
- f) deface or allow to be defaced any part of the Venue including the fixing of any paper or other objects to any part of the Venue;
- g) decorate or placard any part of the Venue;
- h) alter or remove any part of the seating in the Venue;
- i) use UNE's name, logo, crest or any part thereof in any advertising or promotional material or make any statement that implies or might imply that UNE is in any way connected to the Event;
- j) provide any additional fittings, curtains, decorations, furnishings, lighting or sound systems;
- k) suspend or permit to be suspended from any ceiling or wall of the premises any object; and
- l) permit any film projection or other exhibition or similar entertainment or photography of any kind within the Venue or UNE property. Any consent will be subject to the Hirer complying with any copyright provisions.

5.3 The Hirer will not:

- a) use the Venue in a way other than for the Permitted Use;
- b) permit any person to smoke or vape within the Venue, any other UNE building or other UNE designated no smoking area;
- c) exceed the maximum occupancy and seating capacity of the Venue or allow aisles and emergency exits to be obstructed at any time;
- d) do or permit to be done anything which breaches UNE's health and safety policies and procedures;
- e) use any Venue for any purpose that may be considered contrary to the function or reputation of UNE;
- f) permit any flame, explosive, or fuel or other dangerous or flammable substance to be brought into or used in the Venue, except in such circumstances as are approved by UNE. Possession of firearms or replicas of firearms (including ammunition or magazine), or other weapons is strictly prohibited. The intended use of any replica weapon as a prop in any performance or simulation must be brought to the attention of UNE for risk assessment and approval;

- g) only use an Appurtenance for the purpose to which they were designed and not place in any of them any substance which they were not designed to receive;
- h) not interfere with any air-conditioning or fire alarm system of UNE that is installed in the Venue nor obstruct or hinder access to it; and
- i) use or allow to be used the accessible lift, if any at the Venue, for any purpose other than for the use of accessible access to parts of the Venue.

6. Facilities and Equipment

6.1 In relation to the use of Equipment:

- a) Venue hire includes the use of the Equipment and Facilities at the Venue only, as determined by UNE. This excludes the operation of audio visual or sound and lighting equipment by UNE;
- b) the Hirer is to notify UNE of any specific facility and equipment requirements prior the commencement of the Hire Period;
- c) if the Hirer wishes to make use of the Venue's technical equipment a suitably trained person must be provided;
- d) the Hirer is responsible for maintaining the Equipment and Facilities in the same condition as at the commencement of the hiring period; and
- e) if the Hirer wishes to use their own sound, lighting or other electrical devices and mechanical equipment, such items must be approved by UNE before placement in the Venue.

7. Theatre Craft – Building / Painting/ Displays

- 7.1 The building and painting of sets and props is restricted to the loading dock areas as nominated by UNE.
- 7.2 Assembling/set-up of sets and props on the stage itself or in the wings must be carried out with total respect and care for the stage surface, borders, legs, travellers, tabs, projection screens, lanterns and all other fixtures, fittings and equipment.
- 7.3 The use of painting equipment of any description is forbidden.
- 7.4 No nails, screws, staples or other such fastening devices are to be used to attach sets, braces or floor cloths to the stage surface without prior approval from UNE. Further, it is the responsibility of the Hirer to ensure that the stage surface is suitable for the Hirer's needs prior to the commencement of the Hire Period.
- 7.5 Under no circumstances are fasteners, (pins, clips etc.) of any description to be used on any drapery.
- 7.6 The foyer and auditorium areas must be kept clean and clear at all times. Exterior paved or cemented areas must not be used for painting.

- 7.7 Static displays and any alteration to furniture or existing displays requires the prior approval of UNE. No nails, screws, staples or other such fastening devices are to be used to attach displays or hanging points to wall or ceiling areas. No adhesives such as glue, blue-tac or sticky tape are to be used to fasten displays to walls or ceiling areas. Any damage created by the use of fastening materials will be repaired at cost to the Hirer. Any cleaning costs associated with the removal of glues or adhesive residue will be passed to the Hirer.

8. Consumption of Food and Drink in Venues

- 8.1 Unless otherwise approved in writing by UNE, the Hirer must not sell or bring liquor, beverages, food or refreshments onto the Venue.
- 8.2 UNE shall have absolute discretion in relation to:
- a) whether or not to allow the sale, supply or consumption of alcohol at the Venue; and
 - b) the conditions attached to any decision to allow the sale, supply or consumption of alcohol including whether it must occur pursuant to a liquor licence held by UNE, a UNE controlled entity, or the Hirer's or a third party's liquor licence.
- 8.3 In the event UNE approval is given under clause 8.1, the Hirer must abide by any conditions imposed by UNE.
- 8.4 Where, with the prior consent of UNE, the sale, supply or consumption of alcohol will occur at the Venue, the Hirer must:
- a) comply with all of the requirements of the *Liquor Act 2007* (NSW) and the *Liquor Regulation 2018* (NSW) including the responsible service of alcohol to the extent they are applicable to the Hirer;
 - b) where required by UNE, use the services of external caterers who hold the appropriate Responsible Service of Alcohol certification and also carry the appropriate liquor licence to supply and serve alcohol; and
 - c) provide UNE with copies of the relevant certification and a valid and appropriate liquor licence prior the commencement of the Hire Period where the sale, supply or consumption of alcohol is undertaken in accordance with the Hirer's or a third party's liquor licence
- 8.5 The Hirer must comply with all applicable health and safety rules and regulations in relation to the provision of food and drink including under the *Food Act 2003* (NSW).

9. Repair and Maintenance

- 9.1 Repair obligations
- a) The Hirer accepts the Venue on an 'as is, where is' basis and agrees that the Venue was in good repair and condition at the commencement of the Hire Period.

- b) At UNE's discretion, the Hirer must at its cost immediately make good any damage to the Venue or the Equipment and Facilities that is caused or contributed to by any act or omission of the Hirer or of the Hirer's Associates or by its or their use or occupancy of the Venue or by the installation, use or removal of any property of the Hirer brought onto the Venue.

9.2 Alterations

The Hirer must not carry out any work, alteration, addition or installation in to or on the Venue, other UNE premises, Equipment and Facilities or any works affecting the Services.

9.3 Cleaning and maintenance

The Hirer must:

- a) keep the Venue clean, tidy and free of rubbish; and
- b) keep the Equipment and Facilities clean and in good order and condition.

9.4 Notice to UNE of damage, accident etc

The Hirer must immediately notify UNE of any:

- a) damage, accident or defects to or on the Venue or Equipment and Facilities; and/or
- b) circumstances likely to cause any damage or injury to occur at the Venue of which the Hirer has notice (actual or constructive).

10. UNE's Right of Entry

10.1 UNE and any employee, agent, invitee or contractor of UNE has the right to enter the Venue at any time for any purpose including to:

- a) ensure the Hirer's compliance with the terms of this Hire Agreement;
- b) safety, security or operational reasons;
- c) to view the state of Venue and if necessary to carry out maintenance or repairs; or
- d) to comply with any legislation or notice of any Authority.

11. Risk and Indemnity

11.1 Exclusion of UNE's liability

- a) All property in the Venue is at the sole risk of the Hirer.
- b) UNE, its employees and agents are not liable for any Claim that the Hirer or the Hirer's Associates or any person claiming by, through or under the Hirer may incur or make or which arises from:

- i. any fault in the construction or state of repair of the Venue or any part of it;
 - ii. any defect in any Service or any Appurtenance; or
 - iii. water, air-conditioning or other sources of energy or fuel.
- c) The Hirer releases UNE and its employees and agents from liability in respect of:
 - i. any Claim relating to any property of the Hirer or any other person at the Venue or any part of it; and
 - ii. damage or injury to any person or property at or near the Venue.

11.2 Hirer's indemnity

The Hirer indemnifies and agrees to keep indemnified UNE and its officers, employees, agents and contractors for and against all Claims in connection with:

- a) any negligent or unlawful act or omission by the Hirer and/or the Hirer's Associates in connection with this Hire Agreement;
- b) any breach of this Hire Agreement by the Hirer and/or the Hirer's Associates;
- c) any damage to the Venue or Equipment and Facilities or other property of UNE caused or contributed to by an act or omission of the Hirer or Hirer's Associates; or
- d) any injury or loss suffered by any person, including but not limited to the Hirer's Associates, howsoever caused by the Hirer or Hirer's Associates.

The Hirer's obligation to indemnify UNE under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission or breach of this Hire Agreement by UNE, its officers, employees, agents or contractors contributed to the relevant Claim.

12. Insurance

- 12.1 The Hirer and its contractors will hold the following policies in full force and effect throughout the term of this Hire Agreement at its sole expense:
 - a) Public Liability Insurance to the value of ten million dollars;
 - b) Worker's Compensation insurance where required by applicable law; and
 - c) Any other insurance policy reasonably required by UNE as notified to the Hirer from time to time.
- 12.2 Evidence of the insurance required under clause 12.1 must be provided to EBE at least two (2) days prior the commencement of the Hire Period.
- 12.3 UNE accepts no responsibility for the property of the Hirer. This extends to equipment hired from external sources by the Hirer or on behalf of the Hirer.

- 12.4 The Hirer must not do or permit to be done anything which may invalidate any policy of insurance or affect the right of UNE to claim under any policy. If the Hirer is in breach of this condition then the Hirer indemnifies UNE against all damages, losses and costs which UNE may incur as a result of such act or omission.
- 12.5 The Hirer must not do or permit to be done any act upon the Venue which will or could increase the rate of insurance premium payable to UNE and will upon demand pay to UNE any such increased premium whether notice of such increase has been received by UNE before or after the hiring.

13. GST

- 13.1 The parties agree that:
- a) unless expressly stated otherwise, all amounts payable by the Hirer to UNE under this Hire Agreement are inclusive of GST;
 - b) if a supply under this Hire Agreement is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, then the party receiving the supply must pay to the party making the supply an additional amount equal to the amount of the consideration multiplied by the applicable GST rate;
 - c) the additional amount is payable at the same time as the consideration for the supply is payable;
 - d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and
 - e) if a party is entitled to be reimbursed or indemnified under this Hire Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

14. Security

- 14.1 The security personnel employed by the UNE will conduct their duties as required by Safety, Security and Information Management. Security personnel are not to be relied upon to provide access or escort to a venue unless previously arranged by the Hirer through communication with EBE.
- 14.2 Any additional security measures required by the Hirer must be agreed to by UNE through EBE.

15. Cancellation and Termination

15.1 Cancellation by UNE

UNE may at any time and for any reason before the commencement of the Hire Period or during the Hire Period cancel the hire and upon refunding any Hire Fees (if already received by UNE) to the Hirer, UNE will not be liable to the Hirer for any damages for such cancellation.

15.2 Cancellation by Hirer

The Hirer may cancel a booking at any time in which case the following fee will apply:

- a) where cancellation occurs 7 business days or more prior the commencement of the Hire Period, no fee is payable; or
- b) where cancellation occurs less than 7 business days before the commencement of the Hire Period, the cancellation fee set out in Schedule 1 applies.

15.3 Termination for cause

UNE may terminate this Hire Agreement immediately on notice to the Hirer if:

- a) the Hirer breaches this Hire Agreement; and
- b) the breach is not capable of remedy; or
- c) the breach is capable of remedy and the Hirer fails to remedy the breach within 10 Business Days, or such longer time as UNE states, of receiving notice from UNE requiring the breach to be remedied; or
- d) the Hirer becomes Insolvent.

15.4 Obligations on termination

- a) The Hirer must by the last day of the Hire Period remove all of the Hirer's Property from the Venue.
- b) The Hirer must, subject to fair wear and tear:
 - i. use its best endeavours not to cause or contribute to any damage to the Venue in the removal of the Hirer's Property, and must make good any damage;
 - ii. return the Venue to the condition as at the date the Hirer first took possession; and
 - iii. leave the Venue in good repair and in a clean and tidy state and condition.
- c) If the Hirer fails to comply with the clauses 15.4a) or 15.4b) UNE may:
 - i. make good and/or clean the Venue at the Cost of the Hirer and recover from the Hirer the Cost of the make good/clean as a liquidated debt payable on demand;
 - ii. cause the Hirer's Property to be removed and stored in the manner the UNE in its absolute discretion thinks fit at the risk and at the Cost of the Hirer; and

- iii. treat the Hirer's Property as if the Hirer had abandoned its interest in them and they had become the property of UNE, and deal with them in the manner the UNE thinks fit without being liable in any way to account to the Hirer for them.
- d) The Hirer indemnifies UNE in respect of:
 - i. the removal and storage of the Hirer's Property; and
 - ii. all Claims which UNE may suffer or incur at the suit of any person (other than the Hirer) claiming an interest in the Hirer's Property by reason of UNE acting in any manner permitted under clause 15.4c); and
 - iii. must pay to UNE as a liquidated debt on demand any Costs incurred by UNE in exercising its rights under clause 15.4c).

16. Disputes

16.1 Dispute Notice

Either party may give written notice of a Dispute to the other party (**Dispute Notice**). A party giving a Dispute Notice must provide details of the history and circumstances of the Dispute and give reasons for why the party is disputing the issue.

16.2 Process

If the Dispute has not been settled within 5 Business Days from the date of the Dispute Notice:

- a) the Dispute will be referred to the parties' respective senior management at a level deemed appropriate by each party given the nature of the Dispute; and
- b) if the Dispute remains unresolved after a further 5 Business Days, or other such period as is agreed, the parties may refer the Dispute to mediation by a single mediator in accordance with the procedure described below.

16.3 Mediation

If the parties agree to refer a Dispute to mediation, the mediation will be administered by the Australian Disputes Centre (**ADC**) and will be conducted in accordance with the ADC Mediation Guidelines (**Guidelines**) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated into this Hire Agreement.

16.4 Right to terminate and interlocutory relief

This clause does not affect either party's rights to:

- a) terminate this Hire Agreement under clause **Error! Reference source not found.** or otherwise; or

- b) commence court proceedings seeking interlocutory relief.

16.5 Parties to continue to perform

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this Hire Agreement.

17. Compliance with Privacy Requirements

17.1 Each Party will:

- a) comply with the UNE Privacy Policies;
- b) comply with Privacy Laws as if it were regulated by those laws.

17.2 The Hirer will:

- a) comply with UNE directions about the Hirer's compliance with UNE Privacy Policies and Privacy Laws as relates to this Hire Agreement; and
- b) co-operate with UNE in the resolution of any complaint alleging a breach of the UNE Privacy Policies or Privacy Laws.

17.3 This clause 17 survives the termination of this Hire Agreement.

18. Access to Information

18.1 The Hirer acknowledges that UNE is subject to the GIPA Act and agrees that UNE may disclose any part or all of this Hire Agreement on its nominated website established for GIPA Act disclosures. The Hirer irrevocably consents to UNE acting in accordance with this clause.

18.2 To the extent that section 121 of the GIPA Act applies, the Hirer must, on receipt of a written request from UNE, provide UNE with immediate access to information referred to in section 121(1) of the GIPA Act (but excluding information referred to in section 121(2) contained in records held by the Hirer at the Hirer's expense and in such medium as UNE may reasonably require.

19. Parking

19.1 The Hirer must comply will all parking rules, fees and charges applicable to the UNE campus where the Venue is located.

19.2 The Hirer must inform all persons who perform work on behalf of the Hirer at the Venue and all other attendees at the Event, of the requirement to comply with all parking rules, fees and charges.

20. General

20.1 **Relationship.** The Parties acknowledge that the relationship between them is that of client and independent contractor and nothing in this Hire Agreement creates an agency, partnership, joint venture or employment relationship between the Parties or any of their respective officers, employees or contractors.

- 20.2 **Discretion in exercising rights.** A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Hire Agreement expressly states otherwise.
- 20.3 **Partial exercising of rights.** If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 20.4 **No liability for loss.** A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Hire Agreement.
- 20.5 **Remedies cumulative.** The rights and remedies provided in this Hire Agreement are in addition to other rights and remedies given by law independently of this Hire Agreement.
- 20.6 **Indemnities.** The indemnities in this Hire Agreement are continuing obligations, independent from the other obligations of the parties under this Hire Agreement and continue after this Hire Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Hire Agreement.
- 20.7 **Construction.** No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Hire Agreement or any part of it.
- 20.8 **Assignment and Sub-Licensing.** Neither Party may assign the benefit of or its rights under this Hire Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld. The Hirer is not permitted to sub-license or hire out any part of the Venue.
- 20.9 **Entire Agreement.** This Hire Agreement embodies the entire understanding and agreement between the Parties. All previous agreements, negotiations, understandings, representations, warranties, memoranda, promises or undertakings not expressly set out in this Hire Agreement will have no force or effect.
- 20.10 **Variations.** This Hire Agreement may be varied by the Parties at any time but such a variation is not to be binding on the Parties unless it is in writing and signed by or on behalf of the Parties.
- 20.11 **Severability.** If all or any part of any clause of this Hire Agreement is illegal or unenforceable, it will be severed from this Hire Agreement and will not affect the continued operation of the remaining provisions.
- 20.12 **Waiver.** The failure of a Party at any time to insist on performance of any obligation of the other Party under this Hire Agreement is not a waiver of its right:
- a) to insist on performance of, or claim damages for breach of, that obligation unless that Party acknowledges in writing that such failure is a waiver; or

- b) at any other time to insist on performance of that or any other obligation under this Hire Agreement.
- 20.13 **Costs.** Each Party must pay its own legal costs associated with preparing and finalising this Hire Agreement.
- 20.14 **Joint and Several Liability.** All parties to this Hire Agreement are bound by it jointly and severally.
- 20.15 **No Tenancy Created.** The hire of the Venue does not create any tenancy or partnership agreement between the Hirer and UNE. The legal right to possession and control over the Venue remains vested in UNE. UNE retains the right to enter the Venue at any time and eject the Hirer for any breach of this Hire Agreement.
- 20.16 **Notices.** Any notice, approval, consent, report or other communication under this Hire Agreement given by one Party on the other will be sufficiently given if sent by prepaid post, facsimile or electronic mail to the office of the Party as set out in the Venue Hire Agreement Details. A Party that changes its address, facsimile number or electronic mail address must give notice of this change to the other Party.
- 20.17 **Governing law.** The proper law of this Hire Agreement is the law of the State of New South Wales and the Parties submit to the jurisdiction of the courts of that State.
- 20.18 **Counterparts.** This Hire Agreement may be signed in any number of counterparts which together will constitute one agreement.
- 20.19 **Digital Execution.** This Hire Agreement may be signed by applying the signatures of their respective authorised representative to any counterpart electronically and neither Party will challenge the validity or enforceability of this Hire Agreement on the basis that a signature was applied electronically. A Party may retain only an electronic version of this Hire Agreement signed by the Parties.

21. Definitions

In this Hire Agreement the following definitions apply:

- 21.1 **Appurtenance** includes any basin, drain, sink or toilet.
- 21.2 **Authority** includes any government in any jurisdiction, whether federal, state, territorial or local, any provider of public utility services and any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities in respect of this Hire Agreement.
- 21.3 **Claim** means any allegation, debt, cause of action, liability, losses, damages, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or ascertained, actual or contingent whether at law, in equity, under statute or otherwise.
- 21.4 **Confidential Information** means information that:
- a) is by its nature confidential;
 - b) is designated by the Discloser as confidential;

- c) the Recipient knows or ought to know is confidential;

but does not include information that:

- a) is in, or comes into, the public domain other than as a result of a breach of any requirement to keep the information confidential;
- b) is acquired by the Recipient from a third Party who was not otherwise prohibited from providing that information to the Recipient;
- c) the Recipient can prove was independently created by the Recipient without use of Confidential Information.

21.5 **Consequential Loss** means loss of profit, loss of revenue, loss of goodwill, loss of business opportunity, loss of anticipated savings, loss of contract and special or punitive damages.

21.6 **Cost** includes any cost, charge, expense, ongoing payment or other expenditure of any nature, including where appropriate all legal fees on a full indemnity basis or solicitor/client basis, whichever is the greater.

21.7 **Custodial Duties Procedure** means UNE's Custodial Duties Procedure as updated or replaced from time to time.

21.8 **Discloser** means a Party to this Hire Agreement who discloses Confidential Information to a Recipient.

21.9 **Dispute** includes any dispute, controversy, difference or claim arising out of or in connection with this Hire Agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

21.10 **EBE** means the Estate and Built Environment department of UNE.

21.11 **Equipment and Facilities** means the plant and equipment, fittings, fixtures, furnishings, facilities and chattels of UNE provided at the Venue.

21.12 **Event** means any event, function or program of any description to be conducted at a Venue.

21.13 **Force Majeure Event** means an event beyond UNE's reasonable control including but not limited to:

- a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) pandemic;
- e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to UNE Personnel; or
- f) acts or threats of terrorism.

- 21.14 **GIPA Act** means the *Government Information (Public Access) Act 2009* (NSW).
- 21.15 **GST** has the meaning given to it in the GST Act.
- 21.16 **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.
- 21.17 **Hirer** means the party stated as the hirer in the Venue Hire Agreement Details.
- 21.18 **Hirer's Associates** means each of the Hirer's officers, employees, contractors, agents, customers, guests, attendees and invitees.
- 21.19 **Hire Agreement** means as described at clause 2.1 of these General Conditions of Hire.
- 21.20 **Hire Fee** means the cost of hire based on the Venue required by the Hirer, the Hire Period and any additional costs calculated under clause 3.3.
- 21.21 **Hirer's Property** means the plant and equipment, fittings, fixtures, furnishings, facilities, articles, disposables, supplies and chattels which are not owned by UNE and which are brought onto the Venue by the Hirer or Hirer's Associates.
- 21.22 **Hire Period** means the date(s) and time(s) during which the Hirer is entitled to use the Venue as set out in the Venue Hire Agreement Details.
- 21.23 **Input Tax Credit** has the meaning given to it in the GST Act.
- 21.24 **Loss** means damages, costs, expenses, liabilities, or claims actually suffered or incurred.
- 21.25 **Parties** means collectively UNE and the Hirer and Party means either one of them.
- 21.26 **Permitted Use** means the use of the Venue for the Event set out in the Venue Hire Agreement Details and permitted by UNE.
- 21.27 **Personnel** means employees, contractors, officers and agents of a Party.
- 21.28 **Privacy Laws** means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW).
- 21.29 **Recipient** means a Party to this Hire Agreement to whom Confidential Information is disclosed and includes their executors, administrators, successors and permitted assigns.
- 21.30 **Requirement** includes any requirement, notice, order, direction, recommendation, stipulation or similar notification received from or given by any authority or under any law, whether in writing or otherwise and regardless of whom it is addressed or directed.
- 21.31 **Safety, Security and Information Management** means the safety, security and information office and services provided by UNE Life to UNE.
- 21.32 **Services** means all services from time to time provided to the Venue or available for use by the Hirer.

- 21.33 **Special Conditions** means the special conditions to this Hire Agreement, if any, set out in Schedule 3.
- 21.34 **Tax Invoice** has the meaning given to it in the GST Act.
- 21.35 **UNE Privacy Policies** means the [Privacy Management Rule](#) and notifications and consents.
- 21.36 **Venue** means that part of the UNE's premises hired to the Hirer under the terms of this Hire Agreement.
- 21.37 **Venue Hire Agreement Details** means the form of this name completed by the Hirer and submitted to UNE that sets out the Hirer's details and other particulars in relation to the hire arrangement documented by the Hire Agreement.

Schedule 1 – Venue Hire Costs

The basic hire fees for specific venues at the University of New England are:

Lazenby Hall -	\$480 per day
Lazenby Hall Annexe -	\$80 per day
Lecture Theatres -	\$250 per day
Seminar & Tutorial Rooms	\$200 per day

Where rehearsals or the Bump In / Bump Out of sets/sound/lighting/equipment requires additional days, to the Event days, these will be charged at the same daily hire rate.

Other Armidale Campus Venues - \$50 per hour or \$200 per day

including Kirby Farm & Newholme Farm

Cleaning Fee -	\$120 per day
Custodian Fee -	\$60 per person per hour (minimum 2 x hours)
Fire Isolation Fee -	\$120
Late departure fee -	\$55 (fixed fee)
Cancellation fee -	\$100 (fixed fee)
Seating Setup/Pack up Fee -	\$300 (Lazenby hall)
Supply of Tables, Chairs, lecterns -	Available upon application

Schedule 2 – Additional Costs

Additional costs include, but are not limited to, the following:

a) Cleaning Fees

A cleaning fee is applied to all bookings and includes a complete clean of the venue following each day of hire. This cleaning fee does not include cleaning between performances when multiple performances occur during a single day of hire. Additional cleaning can be provided at the request of the hirer and can be arranged by EBE. The general cleanliness of the venue following usage is the responsibility of the Hirer. If the general cleanliness is not maintained by the Hirer an additional cleaning fee will be incurred. The cleaning fee will be included in the cost estimate provided by EBE.

b) Custodian Fees

A custodian is required at events to ensure the safety and wellbeing of all attendees. A custodian trained and approved by EBE will be provided at each performance. Multiple custodians may be required when the venue is large or complex in nature or where a large number of people are in attendance. The Custodian fee will be included in the cost estimate provided by EBE.

c) Set-Up Costs

If the Hirer requires any alteration to a venue (i.e. the placement/removal of seating, tables and/or display boards etc) the costs incurred by the UNE will be passed on to the Hirer. This fee may vary due to the size or complexity of the venue and will be provided in a cost estimate by EBE.

d) Piano Hire

A piano is available in the following venues. The prices quoted are for the use of the piano per day and includes tuning and maintenance where required. Pianos are inspected for damage prior to and following each performance. The Hirer will pay for any repairs or damage caused to a piano by inappropriate or improper use or handling.

Lazenby Hall, Steinway Concert Grand Piano - \$500

Lazenby Hall, Steinway Baby Grand Piano - \$150

e) Storage Costs

All equipment, props, costumes, merchandising, etc. must be removed following each performance unless an alternative arrangement is agreed to by EBE. Any equipment or items that remain in the venue and affect the normal usage of the area will be stored by EBE and a storage fee of \$25 per day will be incurred by the Hirer.

f) Fire System Isolation Fee

Activities that may interfere with fire safety systems may require a temporary localised isolation of the fire alarm system. These activities may

include the use of theatrical smoke machines, laser lighting or the preparation/cooking of food. All details of any activity that may affect fire safety systems must be brought to the attention of EBE. If a fire system isolation is required a fee will be incurred by the Hirer. This fee will be included in the cost estimate provided by EBE.

g) Late Departure Fee

If the Hirer fails to vacate the Venue at the end of the hire period, they may be charged the Late Departure Fee.

h) Cancellation Fee

In the event of cancellation of a confirmed booking by the Hirer less than 7 business days before the commencement of the Hire Period, a Cancellation Fee will be charged by UNE in accordance with clause 15.2.

Schedule 3 – Special Conditions