

Hire Conditions - Albury-Wodonga

1 Licence and GST

- 1.1 The Applicant will have a non-exclusive licence to use the specified University buildings, equipment and facilities ("the Facilities") for the purpose of the specified activities or events on the times and dates set out in this Agreement.
- 1.2 The grant of the licence in clause 1.1 is subject to and conditional upon receipt of evidence of insurance as required under clause 4.3.
- 1.3 In this clause terms which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as those terms have in that Act. The fees payable and any other consideration under this Agreement are exclusive of GST. If GST is imposed on any supply made under this Agreement, the recipient must pay to the supplier an additional amount equal to the GST payable for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Any reimbursement of expenses under this Agreement will be net of input tax credits (if any) to which the party is entitled. The recipient may be required to withhold from any payment it is to make to the supplier such amount required by section 12-190 of Schedule 1 to the Taxation Administration Act 1953 unless the supplier has, on or before the time payment is due, provided the recipient with an invoice or other document quoting the supplier's correct ABN.

2 Permits

- 2.1 The Applicant must obtain all necessary consents, approvals or permits required from time to time by any authority in relation to the use of the Facilities by the Applicant. The Applicant must comply with the terms and conditions of any consent, approval or permit.
- 2.2 The Applicant must comply with all applicable legislation.
- 2.3 No alcoholic beverages will be brought on or consumed on University land except in accordance with State laws and with the prior written approval of the University.

3 Indemnity

- 3.1 The Applicant agrees to release and indemnify and keep indemnified the University from and against:
 - 3.1.1 any and all injuries actions claims losses damages costs penalties and expenses of whatsoever kind and nature (whether arising under contract tort or statute) arising from or out of the use of the Facilities by the Applicant or its servant, agents or invitees;
 - 3.1.2 all loss and damage to any building, facility, equipment or other part of the University caused by the Applicant, its servants, agents or invitees;
 - 3.1.3 any infringement of intellectual property or performers' rights in connection with the activities undertaken by the Applicant.
- 3.2 Clause 3.1 of this Agreement continues in full force and effect notwithstanding the expiry or termination of this Agreement.
- 3.3 The University shall not be held liable for any interference or enforced cancellation of the activities or events proposed to be undertaken by the Applicant which is caused by any circumstance beyond the control of the University.
- 3.4 The Applicant agrees to use the Facilities at its own risk and without limitation agrees that all property brought on to the Facilities by the Applicant or its servants, agents or invitees shall be at the sole risk of the Applicant. Neither the University nor its servants or agents shall be liable for any thefts or losses incurred by the Applicant, its servants, agents or invitees or for any items remaining on the University after the end of the occupancy.

4 Insurance

- 4.1 The Applicant must provide and maintain a public and products liability insurance policy during the term of this Agreement for an amount of not less than \$10,000,000.
- 4.2 The Applicant must provide and maintain any other insurance reasonably required by the University.
- 4.3 Prior to the commencement date of this Agreement the Applicant shall provide certificates of currency of the insurance required under clauses 4.1 and 4.2.
- 4.4 Clauses 4.1, 4.2 and 4.3 will not apply where the Applicant is an individual hiring the Facilities for domestic purposes.

5 The Applicant's Obligations

5.1 The Applicant MUST:

- 5.1.1 ensure that its servant agents and invitees take all reasonable care to avoid damaging the Facilities or any other improvements on University land and immediately report any such damage to the University;
- 5.1.2 provide adequate security controls and ensure generally the good order and conduct of the activities;
- 5.1.3 ensure that its servants, agents and invitees do not smoke in buildings on University land;
- 5.1.4 ensure that its servants, agents and invitees do not consume food or beverages in any University Theatre or related areas;
- 5.1.5 pay the cost of repairing any damage caused to the Facilities by the Applicant or its servants, agents or invitees or as a result of a failure by the Applicant to lock a room or building after use;
- 5.1.6 At the expiration of the occupancy remove all rubbish and waste from the Facilities and ensure the Facilities are left in the same condition as at the commencement date of this Agreement.
- 5.1.7 Follow the University's instructions on fire evacuation procedures and use of electrical equipment as advised to the Applicant from time to time;
- 5.1.8 If required by the University, use the services of University staff (such as AudioVisual Technician) and pay the cost of those services at the rates advised by the University from time to time.

5.2 The Applicant MUST NOT:

- 5.2.1 use, or permit the Facilities to be used in any noxious or offensive manner or do or permit on the Facilities or at the University anything which in the opinion of the University may be or become a nuisance or disturbance or cause damage to the University;
- 5.2.2 alter, drill, mark or deface any part of the Facilities; nor may seating be altered or removed without prior approval of an authorised officer. Gangways, passageways, aisles, fire fighting equipment and exits must be kept free of obstructions at all times.
- 5.2.3 misuse, overload or interfere with the connections, fittings or equipment for the supply of any service;
- 5.2.4 permit naked flames in any building
- 5.2.5 use the name "La Trobe University" in promoting the activities of the Applicant except with the prior approval of the University.

6 Cancellation of bookings

- 6.1 Bookings cancelled within SEVEN DAYS of the event - 50% of the cost will apply;
- 6.2 Non notification of cancellation - 75% of the original cost will apply

7 Remedying of Default

- 7.1 The University may remedy a default by the Applicant under this Agreement at any time without notice. If the University elects to remedy a default by the Applicant all reasonable costs and expenses incurred by the University in remedying a default must be paid by the Applicant to the University within 14 days of the University notifying the Applicant of the amount.

8 Termination

- 8.1 The University may terminate this Agreement, by notice in writing to the Applicant, if in the reasonable opinion of the University, the Applicant is in breach of the terms of this Agreement.
- 8.2 The University may terminate this Agreement, immediately, if the Applicant engages in any activity, which, in the opinion of the University, is objectionable, dangerous, contrary to the law or detrimental to the reputation of the University.

9 University

- 9.1 Employees and agents of the University shall be entitled to enter the Facilities at any time to ensure compliance with the terms of this Agreement.
- 9.2 The University reserves the right to screen advertising material the Applicant publishes for the event. The applicant must produce the material upon request by the University.

10 Sub-Licence

- 10.1 The Applicant shall not sub-licence the Facilities and the Facilities must not be used by any organisation other than that named in this Agreement.