

MILDURA CAMPUS FACILITIES AGREEMENT
 For booking/hire of University buildings & facilities

Event Organiser Contact Details:	Organisation:			
	Postal Address:			
	Contact Person:			
	Phone:	Mobile:	Fax:	
	Email:			

University Contact:	Name:	Position:			
	Phone:	Mobile:	Fax:		
	Email:				
The University is unable to provide administration support to events; this is the responsibility of the event organiser.					

Event Details:	Name of Event:											No. Expected to Attend:			
	Full description of Event:														
	Purpose of hire of facilities/equipment:											Campus / Location:			
	Day:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
	Date:														
	Start Time:														
	Finish Time:														

					ROOM RATES (Please Circle)			
Room Required: all these venues are teaching venues. Food or beverages are not to be consumed in any University teaching venues.	Room Name	Capacity	Room Facilities	Tick	Rate 1 st Hour	Per additional hour	Full Day (8 Hours)	Total Cost
	Brian Grogan Seminar Room 1	40	Data projector, DVD, chairs/tables, internet, lectopia, video conferencing, video projector, video VCR, visualiser, OHP		\$45	\$25	\$220	
	Brian Grogan Seminar Room 2	22	Data projector, DVD, chairs/tables, internet, lectopia, video conferencing, video projector, video VCR, visualiser, OHP		\$35	\$20	\$175	
	Brian Grogan Lecture Theatre	137	Data projector, desk microphone, DVD, fixed furniture, internet, lectopia, video conferencing, video projector, video VCR, visualiser, OHP		\$120	\$70	\$610	
	Sunraysia Lake Theatre	88	Data projector, fixed furniture, internet, lectopia, video conferencing,		\$55	\$35	\$300	
	Sunraysia Lake Seminar Room	30	Data projector, chairs/tables		\$45	\$25	\$220	
	Deakin Avenue Lecture Room	50	Data projector, DVD, chairs/tables, internet, lectopia, video conferencing, video projector, video VCR, visualiser, OHP, whiteboard		\$55	\$35	\$300	
	Deakin Avenue Seminar Room	20	Data projector, DVD, chairs/tables, internet, lectopia, video conferencing, video projector, video VCR, visualiser, OHP, whiteboard		\$35	\$20	\$175	
	Deakin Avenue Tutorial Room	20	Data projector, DVD, chairs/tables, internet, lectopia, video conferencing, video projector, video VCR, visualiser, OHP, whiteboard		\$35	\$20	\$175	
Non-Teaching:	Brian Grogan Lecture Theatre Foyer	30	Kitchenette facilities: dishwasher, sink, hot & cold water, fridge		\$50	\$20	\$190	
	Undercover area outdoors/Eco Garden	80-100	Outdoor undercover area in front of lecture		\$50	\$20	\$190	
	Please note: Room configuration arrangements are to be organised and completed by event organiser and approved by Campus Management. The Venue needs to be returned to its original configuration by the applicant on completion of event.					Cleaning Fee	\$120.00	
						TOTAL HIRE CHARGES		

Special Facility & Equipment Requirements:		Tick		Tick		Tick		Tick
	Video Conferencing		Electronic Whiteboard		OHP		Data Projector	
	DVD/VCR		Computer /s		Internet		Whiteboard/Smartboard	
	Videoconferencing services are not included in the room hire charges and must be sourced from the AV Services Department who have separate rules and usage charges. Training of equipment will be required prior to event. Any additional support on day of booking will incur a charge to be determined.							
	Lectern		Flipchart board		Disabled Access			
	Kitchen Facilities		Trestle Tables		Tour of Campus prior to booking			
	Catering		Please note: Catering needs to be approved by Campus Management at the time of booking and is to be organised entirely by the event organiser. No food or beverages can be consumed in any University teaching venue.					
	Other Requirements: Cleaning & Security Fees to be advised.							
Permits:	Is a police permit or any other permit of licence or consent required?			No/Yes (if yes, please attach)				

University Use:	Task	Responsibility	Date completed	Task	Responsibility	Date completed
	Event & Safety Plan	EO		Campus cleaning	EO	
	Risk Assessment	EO		Electrical test & tag	EO	
	OHS event checklist	EO		Acknowledgement letter	EO	
	Room & facilities booked	AO		Induction pack	EO	
	Security Organised	EO		Insurance Certificate Attached	EO	
	Heating & Cooling – afterhours access	EO		Permits / Consents Attached	EO	
	Isolation of fire alarm	EO		Audiovisual & AV Services Training	IT	

It is agreed that the booking/hire is subject to the terms and conditions attached:		
Name:	Signature:	Date:

TERMS AND CONDITIONS

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. If the Applicant does not have public liability insurance or has cover for less than \$10,000,000, the University can arrange such cover, if requested.
- 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 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;

5.1.5 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.

5.2 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;

5.2.3 misuse, overload or interfere with the connections, fittings or equipment for the supply of any service;

5.2.4 use the name "La Trobe University" in promoting the activities of the Applicant except with the prior approval of the University.

6 Remedy of Default

6.1 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.

7 Termination

7.1 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.

7.2 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.

8 University

8.1 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.

8.2 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.

9 Sub-Licence

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