



**Space Hire Contract**

**Reference Schedule**

<b>Date of Contract:</b>	
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<b>Space Hire Details - Note: If Space Hire is for a regular Hire Period see Attachment A for details of scheduling</b>			
	Hired Area	Hire Period	Max. Capacity
Booking 1			

<b>Description of Event:</b>
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<b>University</b>	Name	Western Sydney University
	Address	Locked Bag 1797 Penrith NSW 2751
	Contact	Renee Kuncio
	Telephone	02 9852 5092
	Facsimile	02 4570 1833
	Email	<a href="mailto:r.kuncio@westernsydney.edu.au">r.kuncio@westernsydney.edu.au</a>

<b>Hirer</b> <i>Note:                  This is the person or entity who is legally responsible for the hire. This Contract must be signed by the Hirer or the legally authorised representative of the Hirer</i>	Event Name	
	Hirer Name	
	Address	
	Contact Name	
	Telephone	
	Email	
	ABN	



**Space Hire Contract**

Hire Fees	Description	Amount	Please be advised your payment details will be outlined on your invoice. Thank you.
	<b>Sub Total</b>		
	GST		
	Security Bond		
	<b>TOTAL</b>		

<p><b>Invoice Due Date</b> <i>Note: The booking will not be confirmed until the University receives satisfactory evidence of payment.</i></p>	<ul style="list-style-type: none"> <li>Where the Event occurs more than 30 business days after the Date of Contract, then the Invoice Due Date is 20 business days from the Date of Contract;</li> <li>Where the Event occurs more than 5 but less than 30 business days after the Date of Contract, then the Invoice Due Date is 10 business days before the Event; and</li> <li>Where the commencement of the Hire Period occurs less than 5 days after the Date of Contract, then the Invoice Due Date is 12 hours before the Event.</li> </ul>
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SAMPLE



## Space Hire Contract

### Terms and Conditions

This **Space Hire Contract** comprises of, in order of precedence: the Reference Schedule; these Terms and Conditions; and any documents attached to these Terms and Conditions.

#### 1. Hire

The University, in consideration of the Hirer paying to the University the Hire Fee, agrees to hire the Hired Area to the Hirer, for the Hire Period specified subject to the terms and conditions of this Space Hire Contract.

#### 2. Hirer's acknowledgment as to condition and suitability for use

The Hirer acknowledges that the University makes no representation or warranty about:

- a) the condition of the Hired Area or any equipment, or
- b) the suitability of the Hired Area for the particular purposes of the Hirer's Event.

#### 3. Hirer's responsibility to inspect Hired Area

The Hirer agrees that:

- a) it is the Hirer's responsibility to first inspect the Hired Area and any equipment before the Hirer confirms their booking so as to check the suitability and condition of the Hired Area for the Event;
- b) the Hirer hires the Hired Area on an "as is" basis as inspected; and
- c) the University is not liable, under any circumstances, if the Hirer is not satisfied with the condition of the Hired Area or equipment, or if the Hired Area is not suitable for the purposes of the Hirer's Event.

#### 4. Confirmation of Bookings

- a) The University is unable to provide final confirmation of any booking until the University receives:
  - i. A completed Space Hire Contract signed by the Hirer or a legally authorised representative of the Hirer;
  - ii. All Hire Fees have been paid;
  - iii. the Security Bond (if any) has been paid;
  - iv. all required Insurances have been effected and evidence provided to the University;
  - v. any required Risk Management Plan has been provided and approved by the University; and
  - vi. any other requirements notified by the University to the Hirer have been provided.
- b) No binding agreement is created between the University and the Hirer until the University receives the items noted in clause 4(a) and the University provides the Hirer with final confirmation of the booking. All bookings up to that point are tentative only;
- c) The University may hold a tentative booking for up to 30 calendar days, but any tentative booking will be deemed to be cancelled if the items noted in clause 4(a) are not provided by the Invoice Due Date.

#### 5. Payment of Hire Fee

- a) The Hirer must pay the Hire Fee in full prior to the Invoice Due Date and in the manner directed by the University.
- b) The Hire Fee does not include, unless specified in this Space Hire Contract:
  - i. audio visual, stage lighting equipment or provision of log-in details to utilise University PC and internet;
  - ii. removal or replacement of furniture or equipment;
  - iii. catering services/facilities;
  - iv. cleaning fees;
  - v. parking fees;
  - vi. late departure fees; or
  - vii. additional security services.

#### 6. Security Bond

- a) The Hirer must pay to the University the Security Bond as detailed in the Reference Schedule of this Space Hire Contract as security for performance of the obligations of the Hirer under this Space Hire Contract;
- b) The University may draw on the Bond without notice to the Licensee:
  - i. To pay the costs and expenses for the repair of any damage caused to the Hired Area as a result of the Event;



## Space Hire Contract

- ii. To pay the costs of any additional cleaning required;
  - iii. To pay the costs of any additional security required;
  - iv. To pay any other costs incurred by the University as a result of the Hirer failing to comply with its obligations.
- c) Following completion of the Event, the University will conduct an inspection of the Hired Area and refund such part of the Security Bond that is not required to be applied by the University in accordance with this clause (if any) within 10 business days following completion of the Event;
- d) Where the Hirer has booked the Hired Area for more than one Event for future dates, the Security Bond may be retained by the University as security for the future Events. The Hirer must ensure that at all times the amount of the Security Bond is maintained at the amount nominated in this Space Hire Contract.

### 7. Cancellation of booking by the Hirer and cancellation fees

- a) Any cancellation of a confirmed booking by the Hirer is not effective until received by the University in writing. If the Hirer cancels a confirmed booking for any reason (including a deemed cancellation pursuant to clause 4(c)), then the following cancellation charges apply:
- i. in all cases 25% of the Hire Fee will be retained by the University;
  - ii. for cancellations made less than 20 business days before the Event, then 50% of the Hire Fee will be retained by the University;
  - iii. for cancellations made less than 5 business days before the Event, then 100% of the Hire Fee will be retained by the University.
- b) The Hirer bears all risk associated with the conduct of the Event. The University has no responsibility, and will have no obligation to refund any part of the Hire Fee should the Event be cancelled for reasons beyond the University's control, including, but not limited to such matters as inclement weather or lack of patronage.

### 8. Cancellation of booking and termination of the Space Hire Contract by the University

- a) The University may cancel a confirmed booking if, in the reasonable opinion of the University, it becomes apparent that the nature of Event will cause undue interference, inconvenience, disruption or risk to the health and safety of the University staff, students or attendees to the Event;
- b) Where the Hirer has confirmed a regular booking for the Hired Area for Events to take place on nominated dates in the future, the University may cancel any future confirmed booking if, in the reasonable opinion of the University, it is not the interests of the University for the future Events to continue having regard to any complaints, interference, disturbance or other adverse reaction arising out of the conduct of previous Events by the Hirer.
- c) Where an Event has commenced and, in the reasonable opinion of the University, the Event should not continue due to:
- i. an undue risk to the health and safety of the University staff, students or attendees to the Event, or
  - ii. an undue risk of damage to the University's property; or
  - iii. it clear that the Event is not being conducted in accordance with the previous representations as to the nature of the Event, or
  - iv. the Hired Area is being used for an improper purpose; or
  - v. if continuing the Event would otherwise be in breach of the Space Hire Contract;
- Then the University may direct the Hirer to cancel the Event and direct attendees to vacate the Hired Area.
- d) This Space Hire Contract terminates immediately on the University giving notice of such cancellation of the Event or future Event and the University will have no further obligation under this Space Hire Contract other than set out in this clause.
- e) If the University cancels a booking or Event in accordance with this clause the University will not be obliged to refund and part of the Hire Fee paid by the Hirer as at the date of cancellation. The University may refund to the Hirer such part of the Security Bond that has not been allocated in accordance with clause 6.

### 9. Food and Beverage

- a) The Hirer must not bring any food and beverage of any kind on to the Hired Area or engage any Contractor for the provision of food and beverage services without the prior written consent of the University which may be withheld in the University's absolute discretion; and
- b) The Hirer may obtain food and beverage services by contacting the University's catering supplier, Chartwells who can be contacted by emailing [wsufunctions@chartwellsedu.com.au](mailto:wsufunctions@chartwellsedu.com.au)



## Space Hire Contract

### 10. Signage

- a) All signage relating to the Hirer's Event must be approved by the University in writing.
- b) The Hirer may erect directional signage around the campus for guidance purposes only subject to the directions of the University's authorised staff.
- c) The Hirer must remove all signage at the end of the Event.

### 11. Parking

Parking and management of vehicles is to be in accordance with the directions given by the duty security staff and in accordance with the University's parking rules, policies and fees. Vehicles will be subject to infringement notices, fines and proceedings for any breach. The University will advise the Hirer about the parking areas designated for the Hirer's Event and loading/unloading areas. The Hirer must not access restricted car parking zones (marked by red, blue, orange, green and white parking zones).

All vehicles must display the University's valid parking permit. The University charges for parking at its various campuses. Charges are \$7.00 per day per vehicle and tickets are to be bought on site. Parramatta South Campus charges are \$9.00 per day per vehicle and parking is in blue spaces only on this campus.

There is no parking on site at Western Sydney University CBD campuses.

### 12. Security and Access

The Hirer agrees that:

- a) unless the Space Hire Contract permits the Hirer access at other times, the Hirer may only have access to the Hired Area during the Hire Period;
- b) any authorised officer of the University has full and irrevocable authority to remove any person from, or to prevent them from entering the Hired Area if, in the reasonable opinion of the authorised officer:
  - i. the Hirer, or an employee, agent, invitee or Contractor of the Hirer causes a nuisance;
  - ii. the Hirer, or an employee, agent, invitee or Contractor of the Hirer is intoxicated or is engaging in behaviour that the University determines is disruptive or anti-social;
  - iii. the capacity specified in Space Hire Contract is, or appears, to have been exceeded;
  - iv. there is any actual or suspected emergency that warrants evacuation of the Hired Area;
  - v. or any other reason that the University determines warrants action to ensure the safety of the University staff, students or attendees to the Event.

### 13. Smoking

- a) Smoking is prohibited on all of the University's campuses from January 1<sup>st</sup> 2014. For details of the University's policy in this regard please visit: [https://www.westernsydney.edu.au/whs/smoke-free\\_campuses](https://www.westernsydney.edu.au/whs/smoke-free_campuses).
- b) The Hirer must ensure that all attendees at the Event and the Hirer's contractors are informed of the prohibition and the University policy.

### 14. Hirer's general obligations

In addition to the Hirer's other obligations under this Space Hire Contract, the Hirer must:

- a) not use the Hired Area for any purpose except for the Event specified in the Space Hire Contract and approved by the University;
- b) not exceed the maximum capacity specified in the Space Hire Contract;
- c) comply with all laws relating to the conduct of the Event;
- d) not access any areas other than the Hired Area;
- e) not cause any nuisance or damage to the Hired Area, or any fixtures, fittings or equipment located in it;
- f) pay the University on demand any expense incurred by the University if the Hirer or the Hirer's employees, invitees or Contractors leave the Hired Area, or any fixtures, fittings or equipment located in it, in an unclean or damaged condition;
- g) not assign, novate or sub-license the Hirer's rights or obligations under this Space Hire Contract;
- h) not park any vehicle in or around the Hired Area otherwise than in accordance with this Space Hire Contract;
- i) leave the Hired Area in a clean and tidy condition and in the same state of repair as at the commencement of the Event;
- j) ensure no animals of any kind are brought on to the Hired Area;
- k) observe all signs located in or around the Hired Area;



## Space Hire Contract

- l) not bring onto, or store in or around, the Hired Area any toxic or flammable substances including candles;
- m) observe and co-operate with our security and safety arrangements, in compliance with all provisions of the *Work Health & Safety Act 2011*;
- n) observe all directions given by the University or any authorised officer of the University;
- o) not promote the Hirer as being associated with the University or any related entity of the University, nor promote the Event for which the Hired Area is being used as being associated with or conducted by the University or a related entity, without the separate written consent of the University which may be withheld in the University's absolute discretion;
- p) not engage in any conduct or advertising relating to the Event that is misleading or deceptive;
- q) not bring any food or beverage into any venue, without prior written approval; and
- r) ensure, and take all reasonable steps to ensure, that the Hirer's employees, agents, invitees, contractors and attendees at the Event, observe these obligations.
- s) Do not alter or move any of the furniture or equipment within the Hired Area. A logistics fee will apply.

### 15. Insurance

- a) The Hirer must effect and maintain the following insurances:
- b) a public liability insurance policy with an insurer satisfactory to the University in the Hirer's name, covering the use of the Hired Area and all risks arising out of the Hirer's Event, in the sum of \$20,000,000 in respect of death or injury for any single event and in the sum of \$20,000,000 in respect of damage to property for any single event;
- c) workers compensation insurance as may be required by law; and
- d) any other insurance the University considers prudent having regard to the nature of the Hirer's Event.
- e) The Hirer must provide the University evidence of the insurance s referred to in this clause as required in clause 4(a).

### 16. Risk Management Plan

If the University notifies the Hirer that a Risk Management Plan is required, the Hirer must provide the University, in a form approved by the University, an appropriate Risk Management Plan outlining details of the proposed management of the Hirer's Event on the Hired Area. The Hirer must not access the Hired Area until such plan is approved in writing by the University. The Hirer must comply with the Risk Management Plan including any requirements or restrictions imposed by the University.

### 17. Damage to Hired Area by Hirer

If the Hired Area or any other of the University's property is damaged by the Hirer or the Hirer's employees, agents, contractors, or attendees at the Event, the Hirer must make good the damage at the Hirer's cost, or the University may choose to make good the damage and the Hirer must pay the University all costs incurred in doing so on demand. This clause does not apply to reasonable wear and tear.

### 18. Hirer's Contractors

- a) The Hirer must not engage any Contractors in relation to the event without the written approval of the University which may be withheld in the University's absolute discretion;
- b) All Contractors approved by the University must:
  - i. Provide evidence of appropriate public liability insurance;
  - ii. Provide evidence of appropriate workers compensation insurance;
  - iii. Provide evidence of any necessary licenses or other regulatory requirements relating to their industry including subcontractor statements as required;
  - iv. Undergo any induction or training that the University may direct;
  - v. At all times, comply with all reasonable directions of the University's authorised staff to ensure the safe conduct of the Event.
  - vi. Such other requirements that the University may direct in regard to the nature of the Contractor's services.



## Space Hire Contract

### 19. Risk and Indemnity

- a) The Hirer's use of the Hired Area and the conduct of the Event is at the Hirer's sole risk and the Hirer agrees that the University is not liable for, and releases the University from all liability in respect of, any claim relating to any property of the Hirer or any other person in the Hired Area or any damage or injury to any person or property in the Hired Area, except to the extent that the claim, damage or injury results from the negligence of the University.
- b) The Hirer agrees to indemnify the University against any claim, expense, loss or damage the University suffers if the Hirer, or any employee, agent, invitee or licensee of the Hirer, directly or indirectly, and wilfully or negligently:
  - i. damages or destroys any property of the University, or of another person located within the Hired Area or any of the University's buildings at any time you have access to the Hired Area for the purposes of this Space Hire Contract;
  - ii. injures, or causes the death of, any person within the Hired Area or any of our buildings or grounds at any time you have access to the Hired Area for the purposes of this Space Hire Contract: or
  - iii. does not observe an obligation of the Hirer as set out in this Space Hire Contract.
- c) The Hirer must immediately notify the University of any injury, damage or other incident arising out of the Event.

### 20. Compliance with the University's directions and policies

The Hirer must at all times comply with any reasonable directions given by the University, and any policy of the University which can be viewed at [https://www.westernsydney.edu.au/policy/policy\\_dds](https://www.westernsydney.edu.au/policy/policy_dds), including, without limitation:

- a) a direction or policy relating to space hire, the environment, health, safety, probity, personal conduct, security, or privacy;
- b) a direction to vacate the Hired Area where it is considered, in the reasonable opinion of the University, necessary or appropriate to do so for the health or safety of any person or property; or any direction or policy relating to, or arising out of, the University's support and promotion of gender equality and compliance with the University's obligations under the *Sex Discrimination Act 1984* and the University's *Discrimination, Harassment, Vilification and Victimisation Prevention Policy*. In that regard, the Hirer acknowledges that the University does not support the segregation of men and women at any event or public forum on University campuses and the Hirer must not take any action, either directly or indirectly, and whether written or verbal, that results in 'directed segregation' at any event conducted on the Hired Area. The Hirer must ensure that all persons attending, or responsible for the conduct of the event, are informed of the requirements of this provision.

### 21. Counterparts

This Space Hire Contract may be executed in counterparts.

### 22. Definitions

Unless defined separately, capitalised terms used in these Terms and Conditions have the meaning set out in the Reference Schedule.

**PLEASE RETURN SIGNED ORIGINAL CONTRACT TO WESTERN SYDNEY UNIVERSITY'S VENUES TEAM**



## Space Hire Contract

EXECUTED as an agreement.

### Hirer Signs here if an Individual

SIGNED by

\_\_\_\_\_  
*[Insert name and ABN (if applicable)]*

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Hirer

\_\_\_\_\_  
Name of witness

### Hirer Signs here if a Company

SIGNED for and on behalf of

\_\_\_\_\_  
*[Insert Company Name and ABN/ACN]*

pursuant to section 127 of the Corporations  
Act 2001 (Cth):

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director/secretary

\_\_\_\_\_  
Name of director

### Execution by University

SIGNED for and on behalf of **WESTERN  
SYDNEY UNIVERSITY ABN 53 014 069 881** by  
its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of the University's  
authorised delegate

\_\_\_\_\_  
Position of authorised delegate