



General Conditions of Hire of a Venue

1. Provision of Services

Murdoch will:

- (a) hire the Venue to the Customer for the Booking Duration; and
- (b) provide any Additional Services to the Customer.

2. Limitations

- (a) The Customer must only use the Venue for the Event.
- (b) Any advance delivery of equipment, storage of equipment after completion of the Event, or set-up or pack-up outside of the Booking Duration, must be arranged with Murdoch's contact person specified in the Booking Confirmation. Murdoch will not be responsible for any loss or damage of equipment while being stored.
- (c) Animals may only be brought on campus with Murdoch's written approval.
- (d) The Customer must comply with any regulations, and any reasonable requirements of Murdoch, in respect of sound levels.
- (e) Murdoch must approve any signs or advertising to be erected on campus. The Customer must repair any damage caused by installation or removal of such material.
- (f) Raffles, lotteries and gambling activities must not be conducted on campus.
- (g) The Customer must not imply that Murdoch is associated with the Event, other than by providing the Venue.
- (h) The Customer must comply with any smoking restrictions on campus. Smoking is prohibited in all Murdoch buildings.

3. Payment

- (a) The Customer will pay:
 - (i) the Price for the hire of the Venue; and
 - (ii) the Service Fee for any Additional Services.
- (b) Payments are due at the time specified in the Booking Confirmation.
- (c) If the Customer continues to occupy the Venue at the conclusion of the Booking Duration, Murdoch may charge the Customer an additional, pro-rata sum.
- (d) If requested by Murdoch, the Customer must pay interest on all overdue amounts, calculated from the due date for payment until (but not including) the actual day of payment, at the rate payable under the Rules of the Supreme Court on unpaid judgments.

4. Cancellation

- (a) The Customer may cancel the Venue hire by written notice at any time. If this occurs then Murdoch will be paid, or will be entitled to retain: (i) 50% of the Price; plus (ii) reimbursement for any expenses incurred by Murdoch prior to cancellation relating to the provision of Additional Services.
- (b) Murdoch may cancel the Venue hire by written notice:
 - (i) if the Customer does not make necessary payments on time;
 - (ii) if the Customer breaches this Agreement;

- (iii) if it becomes aware of aspects of the Event not previously disclosed to Murdoch as would have caused Murdoch not to accept the booking;
- (iv) if it reasonably considers that the Event will breach a law or any requirement of a local authority (including any noise restriction code);
- (v) if it reasonably considers that the Event will lead to a breach of a warranty contained in clause 11; or
- (vi) if it reasonably considers that the behaviour of attendees or management of the Event is so poor as to pose an unacceptable risk of injury to any person or material damage to property.

If cancellation occurs under this clause 4(b) then Murdoch will be paid, or will be entitled to retain: (i) 50% of the Price; plus (ii) reimbursement for any expenses incurred by Murdoch prior to cancellation relating to the provision of Additional Services.

- (c) Murdoch may cancel the Venue hire by written notice and do all that is reasonable to provide an alternative, suitable venue if:
 - (i) an alternative venue better suits the Event;
 - (ii) an internal booking means that the Venue is unavailable (internal bookings have priority); or
 - (iii) if the Venue becomes unavailable due to events beyond Murdoch's reasonable control (for example power failure).

If Murdoch cannot provide an alternative, suitable Venue then it will refund any payments made for the Venue hire.

- (d) If the Customer has booked the *McCusker Conference Centre (Room 390.2.006)* and there is a critical incident at or relating to Murdoch while the Customer is using that room, then the Customer may be required to immediately vacate the room to allow Murdoch's *Critical Incident Management Team* to coordinate incident management actions from that room. Murdoch will do all that is reasonable to provide a suitable, alternative venue, and will refund any payments made for the Venue hire if it cannot do so.

5. Protection

- (a) The Customer may only alter the Venue with Murdoch's written consent. In particular, no tacks, nail, screws or the like may be driven into any of the walls, doors, furniture or fixtures at Murdoch's premises. Decorations other than plant or floral are not permitted either internally or externally without Murdoch's written permission.
- (b) The Customer must obtain Murdoch's permission before moving plant, furniture, or equipment within the immediate precincts of the Venue.
- (c) Any intoxicated person or any person behaving in an objectionable manner will not be permitted to enter or remain on any part of Murdoch's property.
- (d) Any equipment that the Customer wants to bring on site for the purpose of the Event must be approved by Murdoch, in good working order and installed in a professional manner.

6. Liability

- (a) The Customer indemnifies Murdoch, its officers, employees and agents against all Claims and/or Damages resulting from:
 - (i) any unlawful or negligent act or omission; or

(ii) any breach of copyright, of the Customer or its employees, agents or contractors.

- (b) Any damage to the Venue, or damage to or theft of Murdoch's property within the Venue, during the hire period will be charged to the Customer. This includes (but is not limited to) where such damage or theft is caused by a guest of the Customer. However, the Customer will not be charged to the extent that such damage or theft was caused by Murdoch's negligence.
- (c) The Customer should ensure that the Venue is restored to the same condition as existed prior to the commencement of the Event, failing which Murdoch may charge the Customer for cleaning or repair costs.
- (d) Murdoch is not responsible for the safety or security of the Customer's property, except in the case of loss or damage caused by Murdoch's negligence.
- (e) Murdoch may carry out any reasonably necessary action in respect of the Event that the Customer is obliged to carry out but fails to carry out. In such a case the cost of so doing will be borne by the Customer.

7. Access by Murdoch

Any authorised representative of Murdoch will at all times be permitted free access to the Venue.

8. Dignitaries

The Customer will advise Murdoch if a government minister, Governor or other dignitary will be attending the Event.

9. Insurance

The Customer must have public liability insurance of at least \$10million for each and every occurrence. The policy must be with a reputable insurer, and a certificate of currency must be provided to Murdoch. Any "claims made" policy must be maintained for seven years after the end of the Event.

10. Safety

- (a) The Customer must use all reasonable endeavours to ensure that the Event does not injure any person.
- (b) Access to exit doors must not be blocked.
- (c) The total capacity of each room is on the main door and must be adhered to.
- (d) The Customer must comply with Murdoch's reasonable requirements in respect of safety (e.g. evacuation procedures).
- (e) Murdoch may require that the Customer provide crowd controllers if more than 75 attendees are expected.
- (f) Dangerous substances must not be brought on campus without Murdoch's written consent.

11. Warranties

- (a) The Customer warrants that the Venue will not be used for any activity of an objectionable or indecent character.
- (b) The Customer warrants that the Venue will not be used for the performance of any material in breach of copyright. Murdoch may prohibit the screening of any cinematograph film if the Customer cannot prove that any necessary licences are in place.

12. Alcohol

- (a) The Customer agrees it will adhere to the generally accepted principles for responsible sale, supply and service of alcohol, and will comply with any reasonable directions issued by Murdoch regarding such principles.
- (b) If the description of the Event contained in the Booking Confirmation refers to the serving of alcohol then alcohol may be served, provided that food is also served. Alcohol must only be consumed within the Venue.

- (c) The Customer bears responsibility for obtaining any necessary liquor licences.

13. Laws and Permits

The Customer must comply with all laws, regulations and by-laws in respect of the Event, and bears responsibility to obtain any permits necessary to conduct the Event. It must also bear the cost of any payments necessary to third parties (e.g. licence fees) in order to conduct the Event.

14. General

- (a) A Party cannot assign any of its rights or obligations under this Agreement without the written permission of the other Party.
- (b) The Agreement is governed by the laws applicable in Western Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts.
- (c) Clauses 6, 9 and 13 survive expiry or earlier termination of this Agreement.
- (d) Any alterations to the Venue hire arrangements between the Parties must be by subsequent, written agreement.
- (e) If any part of this Agreement is or becomes void, voidable or otherwise invalid or unenforceable, that part: (a) will be read down, if possible, so as to be valid and enforceable; or (b) will be severed from this Agreement so that the remainder of this Agreement will remain in full force and effect and unaffected by such severance.
- (f) Nothing in this Agreement will be construed so as to constitute one Party a partner, employee, agent or tenant of another.

15. Interpretation

In these conditions, unless the context otherwise requires:

Agreement means this agreement, consisting of these conditions and the Booking Confirmation.

Additional Services means the services to be provided by Murdoch to the Customer specified in the Booking Confirmation.

Booking Confirmation means the completed booking confirmation that is executed by both Parties and incorporates these conditions.

Booking Duration means the period of the Venue hire as specified in the Booking Confirmation.

Claims and/or Damages includes:

- (a) all claims, demands, suits or actions of any kind, no matter how arising, whether at law or in equity;
- (b) any liabilities, damages, losses or expenses; and
- (c) any legal costs,

including but not limited to claims, demands, suits, actions, liabilities, damages, losses, expenses or costs in connection with injury or death.

Customer means the customer identified in the Booking Confirmation.

Event means the event described in the Booking Confirmation, for which the Venue is being hired.

Murdoch means Murdoch University, a body corporate established pursuant to section 4 of the Murdoch University Act 1973 (WA).

Party means a party to this Agreement.

Price means the price specified in the Booking Confirmation.

Service Fee means the service fee specified in the Booking Confirmation.

Venue means the venue specified in the Booking Confirmation.