

# ROOM HIRE TERMS AND CONDITIONS

## **1. AGREEMENT**

- 1.1 This Application does not form an agreement between UQ and the Hirer unless and until UQ accepts this Application by informing the Hirer of such acceptance.
- 1.2 On formation of an agreement, UQ grants a temporary non-exclusive licence to the Hirer to use the Room on the specified Date/s and at the specified Time/s for the purpose specified and on the terms set out in this agreement.

## **2. DEPOSIT AND HIRE CHARGES**

- 2.1 If UQ requires payment of a deposit, the Hirer must pay to UQ the amount specified by the date specified by UQ or otherwise no later than three (3) clear business days before the date of the booking.
- 2.2 Subject to clause 6.1, if the Hirer complies with the terms of this agreement, to the satisfaction of UQ acting reasonably, then UQ must refund the deposit amount to the Hirer within seven (7) days of the Date of the booking.
- 2.3 The Hirer acknowledges and accepts that if the Hirer imposes a charge (by way of admission fee, registration fee or otherwise) on attendees, the Hirer will be liable to pay to UQ a hire charge for the use of the Room, calculated in accordance with the rates listed at <http://www.uq.edu.au/teachingspace/additional-room-information-and-services>.
- 2.4 In addition to the hire fee for the Room, the Hirer must reimburse UQ the cost of additional labour that may be necessary in connection with provision of security or preparing the Room for hire.
- 2.5 The Hirer must pay to UQ any and all fees or charges imposed by UQ by the date specified in a tax invoice issued to the Hirer or otherwise within seven (7) days of demand.
- 2.6 Unless otherwise expressly stated, all amounts within this agreement are exclusive of GST and the Hirer must pay an additional amount equal to the GST payable on or for the taxable supply at the same time as payment for the taxable supply or otherwise as required by law.
- 2.7 UQ may set off any amounts owing by the Hirer to UQ against any amount due for payment by UQ to the Hirer.

## **3. FOOD AND DRINK**

- 3.1 The Hirer must ensure that during the period of hire **no** food or drink is consumed in the Room.

## **4. CANCELLATION**

- 4.1 UQ reserves the right to cancel a booking, it has accepted for the hire of a Room in which case this agreement is immediately terminated. While UQ will endeavour to give the Hirer the maximum possible notice of cancellation, the Hirer has no claim or action against UQ in connection with the cancellation.
- 4.2 If UQ accepts this Application but Hirer subsequently wishes to cancel the booking it must send an email to that effect to [roombookings@uq.edu.au](mailto:roombookings@uq.edu.au) not less than three (3) clear business days before the date of the booking.
- 4.3 If the Hirer cancels the booking but does not do so in the manner or within the time specified by clause 4.2 or if UQ cancels the booking as a result of the Hirer not complying with clause 11.3, then a cancellation fee of 50% of the hire charge for all of the Date/s of the booking is payable by the Hirer to UQ within seven (7) days of the first Date of the booking or otherwise within seven (7) days of demand.
- 4.4 UQ has the right to refuse to accept a new booking for any room from the Hirer unless and until all debts, including all cancellation fees, are paid by the Hirer to UQ.

## **5. REINSTATEMENT OF ROOM**

- 5.1 The Hirer must not rearrange or remove furniture or other items in the Room or use the Room in a specific manner without the express authority of UQ.
- 5.2 At the end of the Date/s and time/s of hire of the Room, the Hirer must:
  - (a) Remove all of the Hirer's property;
  - (b) Return the furniture and/or other items in the Room to their original position; and
  - (c) Either remove all loose rubbish or ensure that it is placed in any bins provided.

## **6. DAMAGE AND DEFAULT**

- 6.1 If the Hirer does not comply with the terms of this agreement, then UQ is entitled to retain the deposit amount in addition to any other rights of UQ under this agreement or at law.
- 6.2 If, in UQ's reasonable opinion the Room or any facilities or furniture within the Room are damaged or destroyed or missing during the period that the Hirer has access to the Room, from any cause, the Hirer must pay the cost to UQ of repairing (or if necessary replacing) the damaged or destroyed or missing property. The Hirer's liability under this clause does not extend to damage or destruction directly caused by the deliberate or negligent act of UQ or an employee of UQ.

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- 6.3 If the Hirer does not remove its property from the Room within seven (7) days of expiry of the Date/s of hire or such other date agreed with UQ, UQ may treat that property as abandoned and may remove or otherwise deal with it as it sees fit, in its absolute discretion and at the Hirer's cost.
- 6.4 In addition to any other right under this agreement, UQ may recover all costs and expenses, including cancellation fees, to UQ as a result of the Hirer's default of any term of this agreement as a liquidated debt. Such amount is payable by the Hirer within seven (7) days of demand by UQ.
- 6.5 Termination of this Agreement by UQ does not prejudice UQ's right to recover damages at law or equity, or otherwise affect UQ's rights at law or in equity.

### **7. PRIVACY**

- 7.1 UQ has a Privacy Policy which may be viewed at <http://www.uq.edu.au/privacy>. The information the Hirer provides to UQ in and in connection with this Application will be dealt with only in accordance with that Policy.

### **8. CONFIDENTIALITY**

- 8.1 In this clause, 'Confidential Information' means any information about this agreement, including the terms of this Agreement, or any information that is by its nature confidential, or is designated by UQ as confidential or the Hirer knows or ought to know is confidential.
- 8.2 The Hirer must not, except as expressly authorised by UQ or required by law, disclose to any third party any Confidential Information provided by UQ in connection with this Agreement.

### **9. COMPLIANCE WITH REGULATIONS**

- 9.1 In this clause, 'UQ Rules' means any statutes, rules, policies and procedures of UQ that from time to time may be amended, cancelled, added to or suspended by UQ. For Hirer's external to UQ, the term 'UQ Rules' extends to those UQ Rules that the Hirer has become or is made aware of by UQ.
- 9.2 The Hirer acknowledges that the safety and security of UQ staff, students and invitees is paramount.
- 9.3 The Hirer must, at its own cost, ensure that the Hirer, its employees, contractors, invitees and agents comply with:
- (a) All laws in relation to the use of the Room;
  - (b) UQ Rules relevant to the access to and use of the Room; and

(c) The reasonable directions of UQ regarding the use and security of the Room and the safety of persons in and around the Room and on the campus.

- 9.4 Any failure by the Hirer to comply with any UQ Rules specified in clause 9.3 will be a breach of the terms of this Agreement by the Hirer and considered a default under clause 6.

### **10. CAR PARKING**

- 10.1 The Hirer acknowledges that the Hirer, its employees, contractors, invitees and customers are not entitled to the use of any car parks on the campus under the terms of this agreement.
- 10.2 If car parking is required, the Hirer, its employees, contractors, invitees and customers must comply with all UQ Rules in relation to the use of car parking on the campus.

### **11. INDEMNITY AND INSURANCE**

- 11.1 To the extent permitted by law, UQ excludes any and all liability to the Hirer for any loss, damage or expense suffered by the Hirer which arises out of or relates to the access to or use of the Room. The expression "liability" includes liability in contract, tort, pursuant to legislation or otherwise whatsoever.
- 11.2 The Hirer's obligation to indemnify UQ will be reduced to the extent that any claim, action, loss or damage arises out of a direct and negligent act or omission of UQ, its students, officers, employees or invitees.
- 11.3 If the Hirer is not affiliated with UQ it must take out public liability insurance with a reputable insurer in an amount of at least ten (10) million dollars in connection with its intended use of the Room ("public risk cover") and provide to UQ a certificate of currency for the public risk cover at the time of making a booking for the Room.
- 11.4 UQ is not obligated to accept a booking if the Hirer does not comply with clause 11.3.
- 11.5 Even if UQ notifies the Hirer of acceptance of the booking, it is a condition of this agreement that the Hirer provide a certificate of currency for the public risk cover to UQ at least three (3) business days before the first Date of hire of the Room.
- 11.6 If the Hirer does not comply with clause 11.5, UQ has the right to cancel the booking in which case the 50% cancellation fee applies in accordance with clause 4.3.