General

- 1. James Cook University (JCU) will provide the Hirer with access and use of the approved Facilities once the Hirer has executed the Hire Agreement and satisfied all conditions of the Hire Agreement.
- 2. JCU may require the Hirer, at any time, to supply a detailed written description of all activities to be conducted in the Facilities during the Hire Period.
- 3. JCU reserves the right at all times to revoke any approval for use of Facilities, in its absolute discretion.
- 4. James Cook University (JCU) agrees to hire the Facilities and the Hirer agrees to accept the hire of the Facilities for the Purpose noted in the <u>Facility Hire Application Form</u>.
- 5. JCU permits the Hirer to use these Facilities for the Hire Period and to access JCU's grounds.
- 6. This Hire Agreement does not create any lease or tenancy of the Facilities but is merely a non-exclusive license to utilise the Facilities for the Hire Period.
- 7. At all times, JCU reserves the right to remove any agents, employees, invitees, contractors of the Hirer from the Facilities and JCU grounds in the event that those persons do not abide by any obligations of the Hirer or engage in any conduct objectionable to JCU (acting in its absolute discretion).
- 8. JCU reserves the absolute right to relocate bookings to comparable Facilities should the need arise.
- 9. Sub-letting of the facility is not permitted.
- 10. JCU accepts no responsibility for private property left in the facility.
- 11. JCU does not operate as a Convention Centre and the Hirer accepts, they are hiring the Facilities only.
- 12. The facility hire application form and all required documentation outlined in the facility application form must be submitted at least 24 hours prior to the date of hire. If received within 24 hours of the date and time of the facility hire, the booking will not be confirmed and will not be able to proceed.

Charges

- 13. The charges payable by the Hirer shall be those set out by JCU as listed in the schedule of charges.
- 14. It is important the Hirer selects the right category as outlined in the hire charges.
- 15. A tax invoice will be processed on completion of the event. Hirer's will be asked to pay the invoice within 30 days post receipt.

Good Order

- 34. The Hirer shall be responsible for maintaining good order in and around the Facilities during the period for which the facility is hired.
- 35. The Hirer shall comply with any instruction by any officer of JCU as to the maintenance of good order and compliance with these conditions in and around the Facilities.
- 36. The Hirer shall take all reasonable steps to ensure all persons admitted to the Facilities during the Hire Period observe these obligations at all times.

Distinguished Visitors

37. To ensure that JCU's protocols may be observed, the Hirer shall

Work Health and Safety

- 49. Hirers may be required to complete a risk management plan for activities being carried out (NOTE: risk management plan is not required for lecture style events unless catering is being provided). A copy of the risk management plan must be submitted to JCU on request. The plan may include: WHS risks specific to the activities, fire prevention, security, noise, working with children, safety requirements for equipment brought to JCU sites, etc.).
- 50. All accidents, injuries and incidents must be reported to JCU within 24 hours of the event occurring.
- 51. Any accident, injury and incident that results in emergency services being called, must be reported immediately to JCU.
- 52. The Hirer is responsible for ensuring the event host/speaker completes the WHS checklist prior to, during and after the event.
- 53. The Hirer is responsible for the supply and treatment of all first aid incidents throughout the duration of their booking.
- 54. Evacuation routes, exit doors, fire safety equipment must be keep clear at all times.
- 55. JCU evacuation procedures must be followed in the event of an emergency.
- 56. Steps should be undertaken to ensure the building is not overcrowded. Occupancy limits apply. Stairwells should be kept clear.
- 57. Hazards identified are to be immediately made safe and reported to JCU.
- 58. Hirers are required to adhere to room signage (e.g. no food and drinks, enclosed footwear) and reasonable instructions from JCU staff.