





# Hire Agreement

## CONDITIONS OF HIRE

### 1. HIRE OF VENUE AND FACILITIES

- (a) Hirer must pay College the Hire Fee, Outgoings (if any) and Bond at the time of application or as otherwise directed by College from time to time in the case of ongoing use.
- (b) Hirer agrees that it has satisfied itself as to the suitability of the Venue and Facilities for the Permitted Use. College does not provide any warranties as to the suitability of the Venue for the Permitted Use.
- (c) Any events, entertainment or activities carried out in accordance with the Permitted Use must be submitted to College for prior approval and are subject to any conditions required by College

### 2. CANCELLATION

- (a) Hirer may cancel its booking by written notice to the College at any time before the hire date.
- (b) College may cancel this hire agreement by notice to Hirer at any time if College becomes aware that anything done or proposed to be done by Hirer or its invitees is objectionable, dangerous, illegal or detrimental to College.
- (c) College may retain part or the entire Bond as a cancellation fee. The Hire Fee and Outgoings will be refunded to the Hirer on a pro rata basis following a cancellation of this hire agreement.
- (d) College reserves the right to grant to third party rights to access and use of the Venue and Facilities.

### 3. CONDITION, MAINTENANCE & CLEANING

- (a) Hirer must make good the Venue and Facilities to College's satisfaction including by cleaning, repairing any damage, properly disposing of all rubbish, and removing anything that does not belong to College or other authorised users of the Venue and Facilities.
- (b) Hirer agrees to reimburse College for the full cost of reinstatement, repairs or cleaning etc. carried out by the College that College deemed were necessary, including replacing locks in the event of lost keys.
- (c) Hirer must not make any alterations to the Venue or Facilities without the prior written approval of College including without limitation attaching anything to the walls, floors, curtains or anything else, or by erecting any signage or advertising at the Venue.
- (d) College may deduct from the Bond an amount to rectify any costs, loss or expense incurred by the College due to a failure by the Hirer to meet its obligations under this hire agreement.

### 4. ALCOHOL AND SMOKING

The consumption of alcohol and smoking is not permitted at the Venue or the Facilities.

### 5. RISK, INDEMNITY & INSURANCE

- (a) College is not liable to Hirer for any loss suffered by Hirer arising out of the use of the Venue and Facilities or this hire agreement. To the full extent permitted by law, Hirer releases College from any liability or claim made against College arising out of, in connection with, or caused by Hirer's use of the Venue and Facilities.
- (b) Hirer indemnifies College from any and all direct or indirect loss, costs expenses, actions demands or injury or death or persons, or damage or destruction of property whatsoever arising out of, in connection with, or caused by Hirer in connection with its use of the Venue and Facilities or this hire agreement. This indemnity shall be reduced proportionally to the extent that any act or omission of College contributed to the injury, death, loss or damage.
- (c) Hirer must have current public liability insurance for an amount of not less than \$10 million per occurrence during the Term and to provide a certificate of currency to College prior to commencement of the Term. Hirer must immediately notify College if an event occurs which gives rise or might give rise to a claim under, or which might prejudice, Hirer's insurance or College's insurance.

### 6. SAFETY, ACCIDENTS AND/OR FIRST AID

Hirer is responsible for taking all precautions to prevent injury and ensure the safety of all persons and property including for administering first aid. If required, Hirer will immediately notify emergency services of any accident occurring on or at the Venue. Hirer must immediately notify College upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.

### 7. SECURITY

Hirer is responsible for the security of the Venue, Facilities and Hirer's property during the Access Times. Hirer must ensure that the Venue and Facilities are secured outside of the Hirer's use. Hirer must immediately notify College of the theft, damage or destruction of any part of the Venue or Facilities.

### 8. MISCELLANEOUS

- (a) In the event of a dispute the decision of College is final.
- (b) Hirer must not deal with its rights under this hire agreement without the prior written consent of College.
- (c) Hirer must comply on time with all laws in connection with the use of the Venue and Facilities.
- (d) No rights and obligations of a party under this hire agreement merge and at all times remain in full effect. Rights accrued to a party up to the end of this hire survive the end of this document.