

## IHBI SEMINAR ROOM AND ATRIUM External Conditions of Hire Agreement

**Q Block at the Kelvin Grove Campus of QUT is home to the IHBI headquarters and is a high security building with access via proximity card.**

- Use of facilities:** The Hirer may only use the IHBI Seminar Room (Q.430), Atrium (Q.433) and the kitchen located on level 4, Secretariat/Meeting Room (Q.432) and may only use them for the purpose for which they were intended, or for which hire was approved. The Hirer will comply with instructions given by authorised personnel regarding parking on QUT grounds.
- Visitor parking:** Parking in the IHBI building is not available. Hirer is advised to utilise pay & display parking, taxi and/or public transport. Brisbane City Council street parking (2 hours limit) is available.
- Public nuisance:** The use of the facilities is not to create or contribute to any public nuisance and the IHBI Research Services Manager is able to specify a time at which the level of any live or pre-recorded sound is to be reduced in consideration of the Institute community and local residents.
- Services provided by the Institute:** The Institute will provide electricity for light and power and water and toilets for the duration of the hire period, provided the supply is available from public utilities.
- Responsibility for damage to Institute property:** The facilities hired will be left clean and undamaged. All damage to Institute property which, in the opinion of the IHBI Research Services Manager arises from either abuse or negligence or both by the Hirer or persons under the control of the Hirer, or attending the Hirer's event, will be the responsibility of the Hirer. If, in the opinion of the IHBI Research Services Manager extra cleaning is required to return the facilities to an acceptable condition following the hire, the cleaning will be undertaken by contractors on a cost recovery basis or Institute Staff at overtime rates. The IHBI Research Services Manager's decision as to the cost of cleaning or rectification of damages to facilities will be final. All money expended will become a charge to the Hirer, payable within twenty one (21) days or receipt of the Institute's invoice.
- Advertising or directional material:** The display of advertising or directional material of any kind is not permitted within the IHBI building except with permission of the IHBI Research Services Manager. The Hirer shall not display, publish or broadcast advertising material which infers that the event for which the facilities are being used is in any way connected to the Institute.
- Changes to the Hire Agreement:** Any changes, by either the Institute or the Hirer, to either the time of hire or the facilities hired will be seen as cancellations and the provisions of clause 8 will apply. QUT Security personnel are not authorised to make changes to the Hire Agreement at the request of the Hirer or invitees. If the premises are not vacated by the time specified on the Hire Agreement, an additional charge may be payable at the discretion of the IHBI Research Services Manager.
- Cancellation:** Cancellation of the Hire Agreement by the Hirer will be advised in writing to the Institute. Provided that the written cancellation is received at the Institute no less than four (4) weeks prior to the first date of hire, all of the hire charge will be waived except for a non refundable booking fee of \$50. If advice of cancellation is received less than four (4) weeks prior to the first day of hire, the Hirer may still be liable for 50% of the hire charge or \$50 (whichever is the greater). If Hirer fails to advise IHBI of cancellation, the Hirer will be liable for 100% including the non-refundable booking fee.

The Institute may prohibit, or halt any activity which in its opinion is objectionable, dangerous, unlawful, or infringes the intellectual property rights of third parties and may close the venues accordingly. **In the event of circumstances arising which could potentially be detrimental to the Institute, the Institute reserves the right to cancel the Hire Agreement at any time.**

- Smoking:** Smoking is prohibited in all QUT Buildings. The Hirer will ensure that this prohibition is observed at all time.
- Consumption of alcoholic beverages:** Alcoholic beverages may not be sold for consumption on QUT property unless an appropriate liquor license is obtained. A copy of the licence must be lodged with the IHBI Research Services Manager not less than 24 hours before the commencement of the hire. The Hirer will ensure that all alcoholic beverages are consumed only within the facilities and times nominated in the Hire Agreement and only within the terms of the license. The Hirer is required to comply with the University Regulations Concerning the use of Alcohol at Functions (copy provided on request).
- Security:** The Institute will arrange for QUT Security to be present for the duration of hire (including post-event cleaning until the Hirer has vacated the building) and the security cost will be met by the Hirer. Only QUT Security staff will provide access to the facilities listed on the Hire Agreement. Hire of the Institute facilities for functions where alcohol will be available is on the condition that the Hirer provides adequate security measures to ensure the safety of Institute property and staff. The Hirer will not engage paid security staff to carry out duties in the Institute building without the approval of the IHBI Research Services Manager.
- Indemnity:** The Hirer will indemnify the University against all actions, claims, demands, losses, damages, costs and expenses for which the University may become liable in respect of loss, damage, or injury to persons or property as a result of the Hirer's use of the facilities. The Hirer's liability for any claim arising from personal injury or death of any person or loss or damage to property will be reduced to the extent that such a claim is a direct result of a breach of this Hire Agreement on the part of the University, or any negligent act or omission of the University, its employees, agents, contractors or sub-contractors.
- Insurance:** The Hirer is required to provide evidence (Certificate of Currency) of Public Liability insurance of at least \$5m. If unable to provide, the Hirer will be required to contribute an amount of \$100 plus GST to be covered under the QUT's insurance policy to the extent of \$5m for any occurrences and in aggregate.
- Evacuation procedures:** In the event of an emergency the Hirer is responsible for the orderly evacuation of the facilities specified on the laminated instructions near the lectern in the IHBI Seminar Room. QUT Security Officer will act as a fire warden. The Hirer is required to advise attendees of the evacuation procedure at the beginning of the event.
- Changes of conditions of hire:** Conditions of hire may be waived wholly or in part by the IHBI Research Services Manager provided that application is made in writing by the Hirer and approved by the Institute prior to the date of hire.
- Booking endorsement:** The Institute reserves the right to refuse a booking if the booking has not been endorsed by the relevant Institute Domain Leader.
- Goods and Services Tax (GST):** Prices quoted are inclusive of GST. Where a tax invoice is to be supplied by the Institute this document will be GST compliant and shall provide the recipient of the supply, or where different the payer, with the necessary documentation as shall enable or assist that party in claiming or verifying any input tax credit, rebate or refund in relation to the GST payable under these arrangements.

I agree to the above conditions of hire for IHBI facilities and understand my responsibilities and obligations under QUT regulations and as contained in the IHBI External Hire Conditions of Use. I understand that IHBI will assess the condition of the Facility with the Hirer after the event and will charge the Hirer a Cleaning/Set up Fee if required.

Signature (Hirer): \_\_\_\_\_ Date: \_\_\_\_\_