

Terms and Conditions of Use of Facilities

Application Form for Hire and Use of University Facilities

The Application Form for Hire and Use of University Facilities must be used and completed to ensure booking is considered. The form can be found at <http://roombookings.curtin.edu.au/> or by contacting the Class Management Office on (08) 9266 1301.

Confirmation of Bookings

No bookings will be validly made until the University has received and approved the Application Form and requested documents (e.g. Risk Management, Certificate of Currency, Liquor License). Bookings must then be confirmed by the user and appropriate fees paid prior to the function.

Use/Hire of rooms (Lecture Theatres, Seminar Rooms)

The University does not accept applications for the hire of rooms/theatres from any external body, where the proposed activity conflicts with the University Academic Curriculum or with courses conducted by Curtin Consultancy Services.

The University may prohibit or halt any activity which in its opinion is objectionable, dangerous, unlawful, infringes the intellectual property rights of third parties or which is potentially detrimental to Curtin's reputation and may close any Venue accordingly.

The University reserves the right to refuse any application without giving reason.

The consumption of food and drink in any teaching area is prohibited without the approval of the Executive Director, Properties or his authorised representative.

Intoxicating Liquor

Permission to bring intoxicating liquor onto the campus at/or for any function must be obtained by submitting a Hire and Use of University Facilities Application Form to the Class Management Office. This must be done at least 25 days prior to the function. The liquor must be consumed only within the premises specified on the application. The supply or service of liquor or its consumption must be strictly in accordance with the provisions of the Liquor Control Act.

Occasional Licence (Liquor Licence)

An Occasional Licence is required when it is intended to sell liquor either separately or by way of an inclusive charge i.e.;

- a) When an admission fee is to be charged;
- b) A fee is charged in any way on the day and alcohol is being consumed.

The provider must submit a copy of the Occasional Liquor Licence prior to final

approval being granted by the Class Management Office. Please allow 14-21 days for your application to be processed by the Department of Racing, Gaming & Liquor. Contact details, Department of Racing, Gaming & Liquor, 1st Floor Hyatt Centre, 87 Adelaide Terrace, East Perth WA 6004. Telephone: 08 9425 1888, Facsimile: 08 9325 1041 Website: www.rgl.wa.gov.au. Upon completion and approval from the Office of Corporate Risk and Compliance the Class Management Office will confirm or deny the booking. Further information available at:

<http://corporaterisk.curtin.edu.au/>

The Class Management Office will provide, for and on behalf of the University, a letter to accompany the application, if it considers that the activity or use of alcohol appropriate.

Responsible sale, supply or service of Liquor

Whether liquor is sold or not, the supply or service of liquor on the University campus or function, must be carried out in a responsible way by a person holding a valid certificate of training in responsible liquor practices. Responsible service of liquor includes a requirement NOT to serve or supply liquor to juveniles or permit intoxication (drunkenness) as defined under the Liquor Control Act. Any anti-social behaviour is also not permitted.

Risk Assessment

If the proposed event/function is considered to be a risk to the University the applicant will be advised to contact the Office of Corporate Risk and Compliance for advice or if required completion of a Risk Management plan. Upon completion and approval from the Office of Corporate Risk and Compliance the Class Management Office will confirm the booking. Further information available at:

<http://corporaterisk.curtin.edu.au/>

Expected Number of Attendees

The following table is a guide to Number of Crowd Controllers that may be required for a function or event. If a proposed event/function will have more than 100 attendees, crowd controllers will be required.

Number of Attendees	Number of Crowd Controllers Required
1 - 99	To be assessed
100 - 199	2
200 - 299	3
300 - 399	4
400 - 499	5
500+	1 controller per 100 attendees

Functions in the Student Guild Tavern

Approval is required for all functions conducted by a student body whether it is held in the Guild Tavern or any other venue on campus.

Responsible Behaviour

All persons, organisations or groups hiring or using University Facilities are reminded that every member of the University community is required to observe the principles of Equal Opportunity Legislation. Curtin has also developed Guiding Ethical Principles which detail the minimum standards of behaviour expected of all individuals at Curtin University of Technology. A copy of the Guiding Ethical Principles can be found at <http://www.policies.curtin.edu.au/documents/geps.doc>

Protection of Buildings

The driving of tacks, nails or screws etc into any of the woodwork or walls or any part of the building, furniture, or fixtures is strictly forbidden. Decorations other than plant or floral will not be permitted either internally or externally without the written permission of the University.

Users may not, without the express permission of the University move plant, furniture, or equipment within the immediate precincts of the halls, lecture theatres or other hired facilities.

Any intoxicated person or any person using profane or improper language or misbehaving in any manner whatsoever shall not be permitted to enter or remain on any part of University property.

The User shall ensure that all attendees maintain and keep good order and decent behaviour within the University property and shall be solely and entirely responsible for the carrying out and compliance with the requirements of these conditions and shall be liable for any damage howsoever caused.

Any authorised representative of the University shall at any time be permitted free access and shall be given every authority for the enforcing of these conditions.

Fire and Safety

Access to exit doors must not be blocked by furniture, fittings, etc.

All teaching rooms have maximum capacities. The capacity of each room is on the main door and must be adhered to.

Protocol

In the case of major functions where Ministers of the Crown, the Governor or similar dignitaries, senior educational/industrial or commercial executives are to attend, this information must be recorded on the application.

The University reserves the right for the Chancellor, Vice-Chancellor or Deputy Vice-Chancellor to meet such representatives.

Safety and Security Protocols for Visitors

See Safety and Security Protocols for Visitors at:

[http://policies.curtin.edu.au/local/docs/Safety and Security Protocols for Visitors.doc](http://policies.curtin.edu.au/local/docs/Safety_and_Security_Protocols_for_Visitors.doc)

Advertising and Use of Curtin logo

Curtin may need to specify protocols and directives for the advertising of any of the User's promotional, publicity or sponsorship materials whilst using Curtin's Facilities.

Authorisation and Release of the Logo

The Logo as a registered trademark is protected from unauthorised use. The Logo may only be released for use by another agency, upon approval of the Director, University Marketing.

Requests for the use of the Logo must be addressed to the Director, University Marketing in writing. In making a case the applicant for the use of the Logo must state:

- the purpose of the use of the Logo,
- the proposed format of the use of the Logo,
- the date(s) or periods when the Logo will be used.

Permission to use the Logo is usually granted within two days of lodging the request. The Director University Marketing must sight and approve the artwork where the Logo is to be applied. Approval or further requests for alteration is usually granted within two days of lodging the artwork.

Inappropriate Use of the Logo

The inappropriate or unauthorised use of the Logo will be regarded as a breach of these procedures. The Director University Marketing will review the breach and undertake a course of action to correct the inappropriate use within one working week of being notified.

The Director University Marketing may seek assistance from the General Manager, Corporate Communications on the course of action to undertake to correct the inappropriate use within two working weeks.

The Director University Marketing may request assistance from senior managers in relation to corrective action where the inappropriate use has occurred as a result of a person or group, internal or external that are associated with that Area.

Once the course of action to correct the inappropriate use has taken place, the person or group responsible for non-compliance must take reasonable steps to meet compliance within one working week. Where, in the opinion of the Director University Marketing, the person or group has not taken reasonable steps to reach

compliance within the specified time, a report shall be written and the matter referred to the Vice-Chancellor for action. The booking may be cancelled.

Indemnities

(a) The User indemnifies and must keep Curtin, its officers, employees, agents and contractors indemnified and held harmless from and against all legal liability, actions, claims, loss or demand howsoever arising or incurred in any way including legal fees ("Claim") for personal injuries (including death) or property loss or damage to others arising out of or in any way connected directly or indirectly with the use of the facilities by the User, its employees, agents, contractors and visitors or another person or entity using the Facilities with the User's approval.

This indemnity in Clause - (a):

1. is a separate and independent obligation of the User under this Agreement;
2. survives termination or expiry of this Agreement;
3. includes Curtin's legal and other expenses on a full indemnity basis; and
4. includes any obligation under this Agreement that is performed by an employee, contractor, agent or visitor of the User.

(b) Curtin shall not be held responsible in any manner whatsoever for any legal liability, actions, claims, loss, demand or expenses whatsoever which may arise in respect of any:

1. death or personal injury (including disease or illness) to the User and any person including an employee, student, representative or visitor of the User or the User; and
2. loss of or damage to any property whatsoever of the User and any person including an employee, student, contractor or representative or visitor of the User whilst the user is occupying or using the Facilities.

Insurance

The User shall for the term of the Hire and Use of the Facilities as specified in these Terms and Conditions of Use effect and maintain current insurance as follows:

1. Workers compensation for an amount required by Western Australian legislation;
2. Public liability insurance for a sum of not less than \$10,000,000 for each and every occurrence against any and all public liability.

The User shall provide Curtin with a certificate of currency of such insurance from a reputable insurance company prior to the commencement of the Hire of the Facilities under this Agreement.

Public Performance

The Australasian Performing Right Association Limited (APRA) grants licences to users for ‘public performance’ and ‘communication’ to the public of musical works (live and recorded). Please note that even if your concert, festival, dance party or event is free to the public, you will still require an APRA licence to play copyright music. APRA’s licences cover the music created by both Australian and overseas creators.

For further information, please refer to APRA’s website at <http://www.apra-amcos.com.au/>

Music in Business

You may play recorded music for various reasons to support your functions (eg. the delivery of fitness classes, to create an inviting atmosphere etc). In all such instances (not including public performance), a licence is required both from APRA and the Phonographic Performance Company of Australia Limited (PPCA). This is because there are at least two copyrights in most recordings and music videos:

1. the copyright in the song (lyrics, composition etc.) – licences available from APRA;
2. the copyright in the recording and/or music video of the song (a particular recorded performance) – ‘blanket’ licences available from PPCA, or individual licences are available from the copyright holders.

For further information, please refer to PPCA’s website at <http://www.pcca.com.au>. If you have any further queries in relation to Public Performance and Music in Business, please contact the Copyright and Compliance Officer on (08) 9266 7494.