

CAMPUS SITE LICENCE

GRIFFITH UNIVERSITY ('University') grants to ('You')

Of.....

a licence to use at Campus ('Campus') room/s

in..... Building or the area marked on the annexed plan ('Site') for the purpose of

..... ('Licensed Use')

From..... ('Term')

for the sum of \$ (GST inclusive) ('Hire Charge') subject to the conditions overleaf and the special conditions (if any) set out below.

Contact Details: Licensee's Representative Phone (0) Fax

University's Representative Phone (0) Fax

Special Conditions: (if applicable)

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Signed by You (or on Your behalf by a person who warrants that they are authorised to execute this Licence for You) in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name (Print)

.....
Date

Signed for and on behalf of GRIFFITH UNIVERSITY by its duly authorised officer in the presence of:

.....
Signature

.....
Signature of Witness

.....
Name (Print)

.....
Date

SEE OVERLEAF FOR THE CONDITIONS OF THIS LICENCE

CONDITIONS OF CAMPUS SITE LICENCE

1. **Hire Charge:** Payment terms will be advised at the time of booking. Payment will either be requested following receipt of the University's invoice, or may in some circumstances be requested on or before the last business day prior to the commencement of the Term. Amendments to bookings must be requested in writing no later than the last business day prior to the commencement of the Term.
2. **Use of Licensed Area:** You must:
 - (a) not use the Site except as authorised by this Licence and in accordance with best industry practices and to the University's reasonable satisfaction;
 - (b) comply with the University Campus Access and Use Policy, other policies of the University, any law, statute, requirement, notice or order in respect of your use of the Site and the Campus including the Griffith University Act 1998 and all directions of the University imposed from time to time;
 - (c) pay for all electricity and gas consumed and any excess water or trade waste charges arising out of your use and occupation of the Site unless exempted under the Special Conditions;
 - (d) maintain, secure and keep the Site in a clean and tidy condition for the duration of the Term;
 - (e) leave the Site in a clean, litter-free and undamaged condition. Any damage to University property, which in the opinion of the Director, Campus Life, arises from abuse or negligence shall be the responsibility of the Licensee;
 - (f) remove your property from the Site at the end of the Term and make good any damage to the Site caused during the Term or through the removal of your property. Any property which remains on the Site at the end of the Licence will be stored and removed at your cost;
 - (g) not display advertising or directional material which infers that a function or course is in any way connected with, or being operated by the University if it is not;
 - (h) not display advertising or directional material on the Site without the University's consent and comply with any requirements of the University about signage. Advertising or directional materials may only be displayed on noticeboards designated for the display of such materials. All advertising or directional materials must be removed from the University on completion of the event;
 - (i) not disturb other licensees or lessees of the building or adjacent premises, overload any services, damage the University's property or do anything that may invalidate the University's insurance;
 - (j) dispose of waste and rubbish in the designated waste or litter bins;
 - (k) not light any fires on Site;
 - (l) not disturb, damage or remove wildlife, plants, rocks, soil or firewood;
 - (m) arrange first aid care as necessary for persons who come to the Site for the Licensed Use;
 - (n) comply with all provisions and requirements of the Workplace Health and Safety Act which apply to your use of the Site;
 - (o) not alter or extend the Site or install any equipment without the University's prior written consent; and
 - (p) maintain insurance with an insurer approved by the University for public risk for at least \$10,000,000. You must give the University evidence of your insurance if the University asks for it.
3. **Alcohol Consumption:** Alcohol may only be sold or supplied from the Site with the consent of the University and under such terms as agreed by the University. You must at all times comply with the *Liquor Act 1992* and any other requirements of the University.
4. **Smoking:** University Campuses are smoke-free except in designated smoking areas.
5. **Early Termination:** The University may as its option elect to terminate this Licence at any time by giving written notice to you and returning any monies paid to the University. If You terminate this Licence, You must do so in writing at least 48 hours prior to the commencement of the Term, whereupon the University will refund to You the Hire Charge, less a \$50 administration fee. Fees are non-refundable for cancellations made with less than 48 hours notice
6. **Default:** You are in default under this Licence if you fail to pay the Hire Charge or breach a covenant expressed or implied in this Licence which is to be observed by You. In the event of a default the University may by written notice terminate this Licence or may by specifying the particular default require You to remedy the default.
7. **Catering:** Catering may be organised directly with Griffith Food Services or, for the Gold Coast campus, the Student Guild. For smaller functions (50 or less people), outside caterers may be used but it will be mandatory that they comply with the "Food Regulations", be self sufficient and able to provide all the necessary equipment to comply with the health regulations. These undertakings will be required in writing.
8. **Audiovisual Equipment:** Audiovisual equipment belonging to the University is supplied and maintained by the University's Information Technology Services. Hire costs for the use of audio visual equipment will be quoted at the time of booking. Requests for technical advice on the use of this equipment should be addressed to Information Technology Services.
9. **Screening of Films:** It is a requirement of the Classification of Films Act 1991 that the classification of a film must be exhibited prior to the public screening of any film. Failure to do so can lead to prosecution under the Act. In addition, the University reserves the right to decline any request from the group or individual involved to use University facilities in future.
10. **Indemnity:** You must indemnify the University from and against all actions, claims and losses which the University may incur arising from:
 - (a) loss, damage or injury from any cause whatsoever to property or person within the Site caused or contributed to by your neglect or default;
 - (b) your negligent use or misuse of any water, gas or electricity or other services to the Site or the Campus;
 - (c) the overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Site caused or contributed to by any of your acts or omissions;
 - (d) your failure to notify the University of any defect in any of the fire equipment or appurtenances in the Site of which you are aware or ought to be aware;
 - (e) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by your use of the Site;
 - (f) any personal injury sustained by any person in or about the Site caused or contributed to by your use of the Site; or
 - (g) your breach of this Licence.In this clause, 'you' and 'your' includes any employee, agent, contractor or other person claiming through you.
This indemnity does not apply to any act, matter or thing to the extent it arises out of the negligence or default of the University or its agents.
The University's total liability to you in respect of any loss or damage however caused in connection with the subject matter of this Licence is limited to the amount paid by you to the University pursuant to this Licence.
11. **Risk:** You occupy and use the Site at your own risk.
12. **Increased Consideration for GST:** If the University makes a supply under this Licence upon which GST is imposed, then the consideration payable or to be provided by you under this Licence is increased by and you must pay to the University in addition to that consideration an amount equal to the GST payable by the University in respect of that supply so that the University is in the same financial position after payment of the GST in respect of that supply as it would have been but for the imposition of GST. You must pay any amount payable under this clause on the day upon which the University is obliged to pay GST in respect of the supply or if GST is payable in respect of components of the supply, then on the day upon which the University is obliged to pay GST in respect of the component of the supply upon which GST is imposed.
13. **GST on Insurance:** Any insurance that you are required to obtain under this Licence must be increased to allow for any GST payable upon receipt of an insurance payment so that there is retained, after payment of GST, the amount that would have been received had GST not been payable.