



QUT FACILITIES BOOKING – TERMS AND CONDITIONS

1 Use of Facilities

The Hirer agrees to abide by these Terms and Conditions in using the Facilities for the Period and Purpose.

2 Bookings

- (a) Booking requests for the use of the Facilities must be submitted via an online form at least two (2) weeks prior to the intended use. The Booking Form must be completed including all details of the booking request.
- (b) The Facilities may not be hired by third parties with no association to QUT.
- (c) The duration of the booking for each Period is inclusive of set-up and pack-down requirements.

3 Booking Fee

There is no booking fee for use of the Facilities.

4 Hirer's Nominated Representative

- (a) The Hirer must, at all times, have a nominated representative to supervise and facilitate the use of the Facilities.
- (b) The nominated representative must:
 - (i) ensure that each individual/party (and any persons using the Facilities for the Permitted Use) complies with these terms and conditions; and
 - (ii) answer to QUT in relation to any matter that arises in the use of the Facilities.

5 Cancellation

- (a) The Hirer may cancel the booking prior to 24 hours of the booking time.
- (b) QUT reserves the right to cancel, suspend or alter any booking, for any reason.
- (c) QUT will give advance notice, where possible, of the cancellation, suspension, or alteration of any booking.

6 Hirer's responsibilities

The Hirer must:

- (a) use the Facilities and the Facilities' equipment in a safe and proper manner and comply with QUT's reasonable directions; and
- (b) ensure that nothing is done, or permitted to be done, that would cause a breach of any law, permit, approval, or licence in relation to the use of the Facilities for the Permitted Use.

7 Unacceptable Behavior

- a) QUT reserves the right to take appropriate action, including closing the Facilities or cancelling the booking, if it considers any person is behaving unacceptably, or conducting unapproved activities on site, in the use of the Facilities.
- b) Users are expected to conduct themselves in a manner which allows appropriate, safe, and non-discriminatory use of this facility in accordance with QUT's Code of Conduct.

8 Sale of Products

The Hirer must not sell or distribute any products or merchandise of any kind without QUT's approval.

9 Food – External Suppliers only

The Hirer must ensure that proper standards of food safety and hygiene are observed and followed at all times.

- (a) Food must not be sold at the Facilities unless:
 - (i) the Hirer must have the appropriate food business licence from Brisbane City Council and has complied with all food handling requirements and standards as required by Brisbane City Council and local laws, including completing all necessary induction programs or courses, evidence of which must be provided to QUT upon request;
 - (ii) the Hirer's food business licence is clearly on display at all times during the Period; and
 - (iii) each Hirer party appoints a person as the designated food safety supervisor, whose name and



contact details must be given to QUT at least 24 hours prior to using the Facilities.

- (b) The Hirer must strictly comply with the terms of any applicable food business licence, the Food Act 2006 (Qld) (if applicable), QUT Regulations and all local laws and standards concerning food safety and standards of hygiene.

10 Alcohol

QUT encourages and promotes moderation in and a responsible attitude towards the use of alcohol in the University community. Refer to the QUT policy https://www.mopp.qut.edu.au/H/H_02_03.jsp#H_02_03.09.mdoc

- (a) Where a scheduled or organised event in a non-licensed space where admission is to be charged, which is advertised publicly and/or where alcohol is intended to be served, must be registered with the Manager, Security and Emergency Management two weeks before the event. These regulations apply to hirers of non-licensed University facilities where alcohol is to be provided or sold, as well as QUT organisational units, the QUT Student Guild and other student groups.
- (b) Expected crowd numbers and crowd control details are to be provided at the time of submitting the initial application to the Manager, Security and Emergency Management and may warrant a Security Officer in attendance at the event.
- (c) A risk assessment including, but not limited to, the responsible service of alcohol and the management of intoxicated patrons must be submitted to the Manager, Security and Emergency Management not less than two weeks before the event

11 Cleaning

- (a) The Hirer is responsible for cleaning the Facilities. At the end of the Period (or each individual Period, as the case may be), the Hirer must:
 - (i) return the Facilities to a clean and tidy condition;
 - (ii) return furnishings (tables and chairs) to original settings; and
 - (iii) remove all rubbish and waste.
- (b) QUT reserves the right to charge the Hirer a cleaning fee if the Hirer does not comply with its obligation under clause 10(a).

12 Waste

- (a) The Hirer:
 - (i) must properly dispose of all waste including oil waste;
 - (ii) must not dispose of any food and oil waste into any drains located at the Facilities or within the QUT campus;
 - (iii) must adopt adequate measures to contain food and oil waste and ensure that no spillage or leakage of food or oil waste occurs at the Facilities; and
 - (iv) must promptly notify QUT of any improper disposal, spillage or leakage of food or oil waste.
- (b) QUT reserves the right to charge the Hirer any fee for damage, fines, costs, or cleaning fees arising from the improper disposal, spillage or leakage of food or oil waste.

13 Damage

- (a) The Hirer:
 - (i) must leave the Facilities undamaged; and
 - (ii) is responsible for and must promptly notify QUT of any damage to the Facilities or equipment as a result of its use of the Facilities.
- (b) QUT reserves the right to charge the Hirer:
 - (i) for any damage to the Facilities or equipment; or
 - (ii) a fee if the Hirer does not restore the Facilities and equipment to the condition required under these terms and conditions.

14 Smoking

Smoking is prohibited on the QUT campus and the Facilities. The Hirer must ensure this is observed at all times.

15 Security

In using the Facilities, QUT reserves the right to require the Hirer to provide adequate security measures to ensure the safety of QUT staff, students, and property Facilities. The bookings for these spaces will be



periodically checked to ensure compliance of these Terms and Conditions.

16 Evacuation Procedures

In the event of an emergency, the Hirer is responsible for the orderly evacuation of the Facilities in accordance with QUT's current evacuation procedures.

17 Indemnity

(a) The Hirer uses the Facilities at its own risk and is responsible for any accident, loss, damage, or injury sustained by any person using the Facilities during the Period, irrespective of whether the injury arose from or by reason of a defect with the Facilities.

(b) The Hirer indemnifies QUT against all claims, actions, demands, losses, damages, costs, and expenses incurred in connection with its use of the Facilities, except to the extent of any negligence or willful default of QUT.

18 Liability

QUT does not accept any liability for loss or damage to any item of personal property, goods, or articles, except to the extent caused by the negligence or willful default of QUT.

19 Compliance

Any failure by the Hirer to comply with these terms and conditions will result in the cancellation of the booking.

Any significant damage and evidence of unlawful/criminal activities will be referred to the Queensland Police Service.

For any enquiries regarding the booking of facilities, please email the Student Grants and Development Office sgdo@qut.edu.au.