



# RESOURCES CENTRE of EXCELLENCE

## Resources Centre of Excellence - Facility Hire

### Formation of Contract

1. Once the Hirer has accepted an offer to let/use any of the premises or facilities at the Resource Centre of Excellence ("RCOE") expressly, impliedly or by conduct, a legally binding contract shall arise between the Hirer and RCOE incorporating:
  - a. The terms on the application form;
  - b. the Conditions of Use below;
  - c. the RCOE Letting Policy.

(the "Letting Contract").

The Hirer acknowledges receipt of the abovementioned documents before accepting the offer.

2. The person signing the application form warrants and represents that they have the legal authority to bind their organisation, and acknowledges that the RCOE is relying on that representation. Should any agency/authority issues arise and the organisation disputes being bound, then the person who signed the Application Form or otherwise agreed to let/use the RCOE premises, shall be personally liable to RCOE as he/she was the Hirer named.

### Conditions of Use ("Conditions")

#### Hirer's Use of the Premises

1. **Licence:** The Hirer's letting of the premises is a non-exclusive contractual licence only and not a lease.
2. **Responsible Person:** The Hirer must nominate a 'responsible person' who shall:
  - a. be the primary contact in relation to the Letting Contract;
  - b. be required to undertake an induction prior to the premises being used;
  - c. unless otherwise agreed, be on site during the use of the RCOE premises by the Hirer, to supervise the Hirer's adherence to these Conditions;
3. **Permitted Use:** RCOE gives not warranties or representations as to the permitted use of the premises. The Hirer is responsible, at its sole cost, for ensuring that any necessary licenses or permits are obtained for any event or activities conducted at or on the premises and must supply a copy of same to RCOE before using the premises.
4. The Hirer must only use the premises for the purpose or activity disclosed in the application form, and not for any other purpose or activity, without prior written consent.
5. The Hirer must only use the part of the premises hired, during the hours agreed, and must not enter any other part of the premises at anytime outside this without prior written consent from RCOE.
6. The Hirer (and its invitees) must not interfere with, or affect (including through noise) the use and enjoyment of the premises by other users, including in the common areas.
7. The Hirer must not overload any RCOE services (e.g. electricity, gas, water, waste disposal, sewerage, telephone and data services).
8. **Alcohol:** Without limiting the generality of the prior clause, no alcoholic drinks may be sold, supplied or consumed on the premises without a valid liquor licence AND prior written consent from RCOE. If alcohol is permitted to be consumed on the premises, then it is the Hirer's responsibility to manage the behaviour and consumption by guests.
9. **Minors:** No person under the age of 16 years is permitted on the premises without adequate adult care and supervision. Where minors are attending as part of an organised group, it is the Hirer's responsibility to ensure it has suitable care/supervision ratios of adults to children and the minors are monitored and accounted for at all times.
10. **Animals:** No animals shall be brought into the premises except with the prior written permission of RCOE.
11. **Smoking:** No smoking is allowed on the premises, including the grounds and car park areas, except with the prior written permission of RCOE.
12. **Food/Drink:** No food or drink is allowed in any area except designated areas, unless prior written permission has been granted by RCOE. The kitchen may only be used if part of the Letting Contract or otherwise agreed in writing with the RCOE and if permission is granted, only the adults preparing food may enter the kitchen and the Hirer is responsible for all food storage, preparation and consumption, including adherence to food safety requirements.
13. Only adults preparing food are permitted access to the kitchen, where an agreement has been made with the Letting Officer. Kitchen and food standards regulations must be adhered to at all times.
14. No confetti or rice is to be thrown on the premises at anytime.
15. **Laws:** The Hirer must comply with and adhere to all applicable legislative and health and safety laws, and any reasonable directions issued by the RCOE. The Hirer must not do anything unlawful or illegal on the premises. This includes with respect to COVID guidelines and restrictions and social distancing requirements recommended by Government health officials.
16. The Hirer must comply with any RCOE policies implemented and in force from time to time.
17. The Hirer must not engage in any activities or show any material on the premises which is offensive, inappropriate or deemed unacceptable by RCOE representatives (for the health, safety, wellbeing of all users and general enjoyment and promotion of the facility).
18. The Hirer is responsible for the safety and conduct of all the Hirer's invitees entering the premises and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking.
19. The Hirer must not do anything which would invalidate or otherwise compromise or affect RCOE's insurances.
20. **Bond:** If required, the Hirer must pay the specified bond to RCOE before commencing use of the premises. The bond (or balance) will be refunded at the end/termination of the Letting Contract, subject to forfeiture for any damage or breaches.

21. **Car Parking:** Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area, at its sole cost, in collaboration with attendants, security and/or the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
22. **Equipment:** Any plant, equipment and chattels brought onto the premises must be safe; in good working order; tested and tagged (as applicable); not damage or overload the flooring or electricity; and not be higher than the clearance heights.
23. **Operators:** Any equipment (whether owned or in the possession of the RCOE or the Hirer) must only be operated by appropriately qualified persons (who hold the necessary tickets/permits).
24. **Security:** If the Hirer's presence or activities are likely to require security (e.g. due to drinking, activism, etc) then the Hirer must prepare an appropriate security plan, and at its cost engage security personnel and/or police.
25. **Alterations:** No alterations or additions to the premises, facilities, electrical installations, heating or lighting settings at the premises may be made without prior consent in writing of the RCOE. Any such alterations and additions as may be authorised shall only be carried out in accordance with the directions and to the satisfaction of the RCOE and shall be reinstated at the expense of the Hirer at the end of the term.
26. No bolts, nails, tacks, screws, pins, or any other like objects shall be driven into any part of the premises except with prior written consent from RCOE.
27. No highly flammable materials are to be brought into the premises.
28. Furniture, including chairs, must not be moved (including removed from the premises for external use) unless prior written consent has been given by RCOE. No furniture or apparatus is to be used without prior permission.
29. No advertising, flags, emblems or other materials may be placed on or in any area of the premises without the permission of the Letting Officer.
30. It is the responsibility of the Hirer to ensure that any part of the premises used in the course of the letting are:
  - a. during the letting, maintained in a safe condition; and
  - b. at the end of the letting, are left in a clean and tidy condition (removing all rubbish) and in the condition in which they were handed over. This includes both outside and inside areas.

If the Hirer fails to do so, then RCOE may claim from the Hirer as a debt due, any additional costs incurred for cleaning, restoration and repairing damage.

**31. Media and Announcements:** The Hirer must not invite, engage in or allow any media within the RCOE premises (inside or outside) without prior written consent from RCOE. Further, the Hirer must not make any public announcements or statements regarding any matter relating to the RCOE or its letting of the premises without prior approval from RCOE.

**32. Cyber Security:** The Hirer must ensure that any technology or accessories (e.g. USBs, hardware) used on the premises or the equipment is safe, secure, free from bugs, worms and viruses.

#### RCOE Rights

33. RCOE retains the right to access to all parts of the premises during the period of any letting without notice and the Hirer shall not obstruct or interfere with this right.
34. RCOE personnel or any officers authorised by them, are responsible for the locking and unlocking of the premises. Under no circumstances shall Hirers be permitted to hold keys, access codes or swipe cards unless otherwise agreed in writing.
35. The RCOE reserves the right to, at anytime, require any invitees of the Hirer to leave the premises, and may place permanent bans on persons entering the facility.

#### Risk and Loss

36. The Hirer must use the premises at its own risk. RCOE accepts no responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner. No responsibility for safeguarding such items can be taken by RCOE.
37. The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
38. The Hirer must inform RCOE in writing of any injury or loss sustained by any person on the premises during the period of the Letting Contract, within 24 hours of the incident. The Hirer must further cooperate with and provide any additional information requested by RCOE as part of any investigation.
39. RCOE shall not be liable for any loss due to any breakdown of machinery; failure of the supply of electricity; leakage of water; fire; government restriction; strike; industrial relations issue; or Act of God: which may cause the premises or any part of it, to be temporarily closed or be unusable. Further, the RCOE may in its absolute discretion at any time, close or restrict use of any part of the premises and shall not be liable to the Hirer other than to refund any fee prepaid for future use of that closed/restricted area for the period.
40. Notwithstanding any of provision herein, the RCOE shall not be liable to the Hirer for any consequential loss (loss of profits, opportunity, business interruption, goodwill, increased costs etc) and the RCOE's total liability arising out of or in respect of this Letting Contract is limited to total letting fee payable under the Letting Contract.

#### Breach and Termination

41. **Deemed:** A breach of the Letting Contract by the Hirer's employees, contractors, agents or invitees/guests shall be deemed to be a breach by the Hirer.
42. **Default:** If a Hirer breaches the Conditions, RCOE may:
  - a. immediately terminate the Letting Contract with no notice period and without refunding any fees paid; and/or
  - b. cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such future use/agreement.
43. **Convenience:** RCOE may at any time terminate any Letting Contract or other rights granted to the Hirer. The RCOE's sole liability in this instance will be to refund any monies paid in advance for deposit, bond or future use of the premises.
44. **Upon Termination:** Upon ending or termination of the Letting Contract, the Hirer must remove all property and comply with clause 22. The Hirer will continue to be charged for every day that property remains on the premises or it is not clean tidy and in the condition in which it was handed over.

#### Indemnity

45. The Hirer shall release and indemnify RCOE, its officers, employees, contractors and invitees against all complaints, claims, demands, losses, liability, actions or proceedings ("Claim") arising from:
  - a. Any damage to property or death or injury to any person;
  - b. The Hirer's use of the premises;
  - c. Any breach of the Letting Contract;
  - d. Any breach of law;
  - e. Any actual or threatened infringement of any intellectual property rights;

provided that the Hirer's liability under the indemnity shall be reduced proportionately to the extent that the RCOE's negligence caused or contributed to the Claim.

**Insurance**

46. The Hirer must hold current policies:

- a. Workcover – covering its employees;
- b. Public liability insurance on an occurrence basis, for an amount not less than \$10 million for any one occurrence, covering legal liability for damage to any real or personal property (including of RCOE) and injury to or death of any person; and

- c. Any other insurances reasonably required by RCOE for the foreseeable risks of using of the premises.

47. The Hirer shall produce a certificate of currency for the above insurances to the RCOE upon request.

**General**

48. A reference to RCOE in these conditions also means, as the context requires, any authorised person of the RCOE.

49. The Letting Contract is a personal right to the Hirer and not capable of transfer, assignment or subletting.

**Schedule of Charges**

The scale of charges will be set annually (but may be changed at anytime without notice) based on a realistic assessment of the real costs incurred by RCOE, such costs to include, but not be limited to, heat, light, waste, water, insurance and staff costs.

Charges will consist of an hourly rate plus a booking fee. The booking fee aims to recover all costs associated with administration of the lettings plus security costs associated with out-of-hours use.

The minimum hire period will be one hour.

In the unfortunate event of the Hirer having to cancel a confirmed booking and the space not being re-let, RCOE reserves the right to levy a charge. The Lettings Officer should be informed immediately, and all cancellations should be confirmed in writing.

RCOE in extreme and unavoidable circumstances reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fee which has been paid will be refunded to the hirer. RCOE shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

**Current Fees: (GST exclusive, AU)**

Facility for Hire	Location	Maximum # People	Day Rate	Half Day rate
UMSTF Full Rate	All UMSF	55	\$ 1,350.00	\$ 900.00
UMSF Drive 1	Drive One	15	\$ 400.00	\$ 250.00
UMSF Drive 2	Drive Two	15	\$ 400.00	\$ 250.00
UMSF Drive 3	Drive Three	15	\$ 400.00	\$ 250.00
UMSF Drive 4	Drive Four	10	\$ 400.00	\$ 250.00
METS 01	Training Room 1 (Foyer)	20	\$ 250.00	\$ 150.00
STEMs 02	Training Room 2 (Foyer)	20	\$ 250.00	\$ 150.00
The Foyer	Training Room 1 & 2 (Foyer)	40	\$ 500.00	\$ 350.00
Minerals 03	Training Room 3 (Mezzanine)	30	\$ 350.00	\$ 250.00
Resources 04	Training Room 4 (Mezzanine)	30	\$ 350.00	\$ 250.00
Mezzanine	Training Room 3 & 4 (Foyer)	60	\$ 700.00	\$ 400.00
The Incubator	Board Room	12	\$ 200.00	\$ 130.00
Science	Laboratory	8	\$ 250.00	\$ 150.00
Viewing Room	Viewing Room	4	\$ 150.00	\$ 150.00
Workshop	Assembly Workshop	8	\$ 250.00	\$ 150.00
Facility as Function Centre	Foyer/Kitchenette area	120	\$ 250.00	\$ 150.00
Hot desk	Mezzanine hot desks	10	\$ 30.00	\$ 20.00

**Fees current and approved as at 30 June 2020**