

General Terms

1 Hire and use of Studio

- (a) The University grants the Hirer access to the Studio for the Permitted Purpose during the Hire Period on the terms and conditions of this Deed.
- (b) Unless specified in the Hire Details, the Hirer may only have access to the Studio during the Hire Period.
- (c) The Hirer is not entitled to access facilities outside of the Studio, including (but not limited to) the University's staff kitchen, telephones and printers, without the University's approval.
- (d) Any Campus Security officer of the University (being an authorised officer for the purposes of this Deed) has full and irrevocable authority to at any time remove any person (including the Hirer) from, or to prevent them from entering, the Studio if, in his or her reasonable opinion:
 - (i) the Studio is being used for any improper purpose;
 - (ii) the Hirer, or an employee, agent, invitee or guest of the Hirer, causes a nuisance;
 - (iii) any maximum person capacity specified in the Hire Details is, or appears to have been, exceeded; and/or
 - (iv) there is any actual or suspected safety concern that warrants evacuation of the Studio.
- (e) As a condition of the Hirer's use of the Studio, at least one week prior to the commencement of the Hire Period, the Hirer must arrange an induction with the University's Technical Officer to ensure that the Hirer is orientated with the Studio, including the security system and the technical equipment.
- (f) The Hirer acknowledges and agrees that the University is permitted to observe and record the Hirer's performances, workshops and other activities within the Studio during the Hire Period.

2 Hire Fee and other charges

2.1 Hire Fee

- (a) The Hirer must pay the Hire Fee (inclusive of any GST) in full no later than the due date specified in the Hire Details.
- (b) The Hire Fee does not include:
 - (i) removal or replacement of furniture and/or equipment;
 - (ii) catering facilities;

- (iii) parking;
- (iv) security; or
- (v) Additional Support Services (as defined in clause 2.4),

unless expressly specified in this Deed.

2.2 Security

If the Hirer proposes to use external security services at any time during the Hire Period, it must first seek approval from the University.

2.3 Parking

Parking is permitted within the grounds of the University for a fee. The Hirer must notify its guests of these parking arrangements.

2.4 Additional Support Services

- (a) For the purposes of this clause 2.4, Additional Support Services includes, but is not limited to security, additional cleaning and/or waste removal services.
- (b) If, in the University's reasonable opinion, Additional Support Services are required, having regard to the nature of the Hirer's activities in the Studio, the University must notify the Hirer at least 30 days prior to the commencement of the Hire Period.
- (c) If the University notifies the Hirer under clause 2.4(a), the Hirer must notify the University within 7 days accepting or rejecting the Additional Support Services.
- (d) If the Hirer accepts the Additional Support Services, the Hirer must pay all costs associated with the Additional Support Services.
- (e) If the Hirer rejects the Additional Support Services, then either the Hirer or the University may terminate this Deed immediately by written notice, in which case:
 - (i) the University must refund any money the Hirer has paid under this Deed (including any of the Hire Fee that may have been paid) within 30 days; and
 - (ii) the Hirer cannot hold the University liable for, and agrees to release the University from, any claim, loss or expense incur as a direct or indirect consequence of the termination.

3 Confirmation of reservation

- (a) To confirm the reservation of the Studio, the Hirer must return a signed copy of this Deed to the University.
- (b) If the Hirer does not sign and return a copy of this Deed to the University prior to the commencement of the Hire Period, the University may cancel the reservation without notice to the Hirer.

- (c) If the Hirer pays the Hire Fee, or any other amount to the University, but does not sign and return a copy of this Deed and the University does not cancel the reservation under clause 3(b), the Hirer will be deemed to have accepted and agrees to be bound by the terms and conditions of this Deed.

4 Cancellation

The Hirer may cancel the reservation of the Studio at any time before the Hire Period begins.

5 Hirer's Obligations

5.1 Permitted Purpose

The Hirer must not use the Studio for any purpose other than the Permitted Purpose.

5.2 Hirer to notify the University

The Hirer must notify the University immediately if there are any errors or malfunctions in relation to the Studio or if a matter arises that may affect the health and safety of any person.

5.3 Access to the Studio

The Hirer must:

- (a) at least one week prior to the Hire Period:
 - (i) nominate two individuals who will be responsible for swipe card access to the Studio (the Hirer acknowledges that the access cards provided are not transferrable, and at least one card holder must be present in the Studio whenever it is occupied); and
 - (ii) provide the University with a copy of a rehearsal schedule and a full contact list of individuals who will be accessing the Studio during the Hire Period;
- (b) notify the University if any caterers or external suppliers will require access to the Studio; and
- (c) ensure that every person entering the Studio records their name in the book provided.

5.4 Prohibitions

The Hirer must not:

- (a) use Blu-Tac on any of the walls in the Studio;
- (b) affix anything to the walls or floors of the Studio, including markup tape (chalk pens acceptable), without the University's prior consent;
- (c) use the Studio for the construction (including painting) of any props or sets;
- (d) cause any nuisance or damage to the Studio, or any fixtures, fittings or equipment located in it;

- (e) cause any nuisance or damage to the University or any adjoining land;
- (f) use flying drones, remotely piloted aircrafts or unmanned aerial systems of any kind unless formal approval is obtained from the University and the relevant authorities;
- (g) attempt in any way to modify or physically tamper with any aspect of the Studio;
- (h) erect signs or allow access to the public, unless the Hirer has obtained prior approval from the University;
- (i) bring onto, or store in or around, the Studio any toxic or inflammable substances;
- (j) sell or provide alcohol in or around the Studio, except in accordance with clause 9;
- (k) interfere with any University activity; or
- (l) conduct fundraising activities unless the Hirer is a registered charity with an official Charity Fundraising Number (CFN).

5.5 Securing the Studio

When the Studio is unoccupied, the Hirer must:

- (a) ensure that all exterior doors and windows to the Studio are securely fastened and locked at all times;
- (b) the security alarm to the Studio is activated; and
- (c) all electrical equipment in the Studio is turned off.

5.6 Yielding up and make good

The Hirer must:

- (a) leave the Studio in the condition it was in prior to use by the Hirer;
- (b) remove, at the Hirer's cost, any rubbish or other waste that the Hirer creates or brings onto the Studio;
- (c) remove the Hirer's equipment and other property from the Studio prior to the end of the Hire Period; and
- (d) pay to the University on demand any expense the University incurs if the Hirer leaves the Studio, or any fixture, fitting or equipment in it, in an unclean or damaged condition.

Any property found by the University after the Hire Period will be registered and dealt with in accordance with University policy.

5.7 Use of the University's logo and name

The Hirer must:

- (a) formally recognise the University in advertising and printed materials for performance/works or other activities that were supported by the Hirer's use of the Studio by including the University's logo in line with other supporters and the following words, "this project was supported through a residency at Theatre and Performance Studies, the University of Sydney" in program acknowledgments; and
- (b) except in accordance with clause 5(a), not promote the Hirer as being associated with or conducted by the University, or use the University's name or its logo without the University's express permission (which may be withheld in the University's absolute discretion).

5.8 Compliance

The Hirer must:

- (a) observe and comply with:
 - (iii) the provisions of this Deed;
 - (iv) any reasonable direction of the University or its authorised officer;
 - (v) the University's security and safety arrangements (including emergency drills);
 - (vi) all signs located in or around the Studio;
 - (vii) all applicable laws, regulations, rules, by-laws, delegated legislation and codes of conduct;
 - (viii) all requirements, orders or notices received from any competent authority regarding the access or use of the Studio by the Hirer and its employees, agents, invitees and guests;
 - (ix) the University's by-laws, rules, policies and procedures, including, without limitation, those with respect to:
 - (A) workplace health and safety;
 - (B) discrimination and harassment;
 - (C) parking and traffic;
 - (D) privacy of personal information;
 - (E) security; and
 - (F) smoking,
 copies of which are downloadable from the University's website: <http://sydney.edu.au/policies/>
- (b) ensure, and take reasonable steps to ensure that the Hirer's employees, agents, invitees and guests observe the provisions of this clause 5.

6 Catering

- (a) If the Hirer proposes to use any external caterer during the Hire Period, it must comply with the additional obligations contained in Schedule 1 to this Deed.
- (b) If the Hirer proposes to self-cater at any time during the Hire Period, the Hirer must:
 - (i) ensure that good food safety practices (in accordance with those published by the NSW Food Authority) are in place to ensure the health, safety and wellbeing of all event attendees;
 - (ii) provide the catering services in a competent and professional manner; and
 - (iii) observe and comply with all applicable laws, regulations, rules, by-laws, delegated legislation guidelines and codes of conduct.

7 Exhibits and promotional material

- (a) The Hirer may not hand out flyers or other promotional materials at the University without the prior consent of the University.
- (b) The Hirer must provide copies of all signage and promotional materials that the Hirer intends to use to the University for its prior approval.
- (c) If the University grants approval for the Hirer to affix any signage or promotional materials in accordance with clause 5.4(b), the Hirer must remove it at the end of the Hire Period.

8 Equipment

- (a) The Hirer is responsible for all costs associated with the bump-in and bump-out of the Studio during the Hire Period.
- (b) The Hirer must obtain the University's prior approval to:
 - (i) carry out any rigging of lights within the Studio;
 - (ii) bring any set structures or large props into the Studio; and
 - (iii) use the Hirer's own, or externally hired technical equipment.
- (c) The Hirer must notify the University of all intended deliveries to the Studio. All delivered material must be marked with the Hirer's name and the Hirer's contact number, number of boxes (for example, '1 of 3 boxes'), and the name of the relevant University contact.
- (d) All large deliveries that require University assistance to be delivered to the Studio will incur an additional charge. It is the Hirer's

responsibility to engage removalists to move heavy goods between the loading area and the Studio.

- (e) The Hirer is liable for any damage caused by the movement of heavy equipment into or out of the Studio.
- (f) Subject to clause 8(b)(iii), the Hirer must ensure that all electrical equipment brought onto the Studio has been electrically checked and has a current Test and Tag label clearly displayed as specified in Australian/New Zealand Wiring Standard 3760. Any electrical equipment that does not display a current Test and Tag label shall be deemed unsafe and removed from service immediately.

9 Alcohol sale and consumption

- (a) The Hirer must obtain the University's prior approval (which may be withheld in the University's absolute discretion) in order for alcohol to be sold or consumed within the Studio.
- (b) The Hirer acknowledges that the University is a party to the principles listed in the Liquor Accord, which governs the sale and consumption of alcohol on the University's campuses. The Hirer must read, and comply with, the requirements of the Liquor Accord which can be found on the University's website.
- (c) The Hirer may be required to apply for and obtain a temporary or special event licence through Liquor and Gaming NSW. The University will notify the Hirer if such a licence is required for the Studio.
- (d) If the Hirer supplies its own alcohol at any stage during the Hire Period, with the University's approval in accordance with clause 9(a), the Hirer must ensure that:
 - (i) there are at least two people with current Responsible Service of Alcohol qualifications monitoring the service of alcohol at all times (**RSA Monitors**);
 - (ii) the RSA Monitors maintain a blood alcohol level of 0.00;
 - (iii) the RSA Monitors identify themselves to Campus Security prior to any supply of alcohol;
 - (iv) the RSA Monitors are clearly visible to all attendees in the Studio; and
 - (v) additional safety measures are in place to minimise the risk of alcohol harm, including the provision of:
 - (A) free water and food;
 - (B) transport; and
 - (C) first aid officers.

10 Fire, Safety and WHS

10.1 Fire and Safety obligations

The Hirer must:

- (a) ensure that all its employees, agents, contractors or invitees, are aware of the evacuation paths and assembly areas relevant to the Studio;
- (b) in the event of an emergency, immediately call emergency services on 000, and Campus Security on 02 9351 3333;
- (c) provide access to first aid equipment, facilities and access to trained personnel to administer first aid;
- (d) immediately notify Campus Security of any threatening or violent behaviour;
- (e) ensure that an appropriate safety management plan is in place if amusement equipment is to be used;
- (f) not use heaters, heat producing devices, open flames, candles, lamps or lanterns, explosive fuel, flammable liquid and/or helium balloons in or around the Studio;
- (g) not use booths, stalls, stages, and other items constructed of flammable materials in or around the Studio;
- (h) not use highly flammable materials which also readily release toxic gases;
- (i) not impede or block exits & exit routes in any way including by the layout and location of booths, stands, exhibits, chairs, tables, platforms, projectors or screens;
- (j) ensure that all exit doors are free from temporary or permanent blockages such as display stands, drapery, equipment and screens;
- (k) ensure all exit doors are unlocked and accessible when the Studio is occupied;
- (l) ensure all exit signs are clearly visible and illuminated at all times; and
- (m) comply with any direction of the University concerning fire and safety.

10.2 WHS obligations

The Hirer must:

- (a) be aware of and comply with its obligations under the WHS Law;
- (b) take all reasonable care to prevent any risk to health and safety while in the Studio, including insuring that the Hirers own acts or omissions do not adversely affect the health and safety of any person;

- (c) notify the University of any matter that may affect the health and safety of any person, including a 'notifiable incident' within the meaning of the WHS Law, immediately after becoming aware of such risks; and
- (d) if required by the University, provide a copy of the Hirer's risk assessment at least 14 days prior to the commencement of the Hire Period, which outlines the specific risks and controls to be put in place. The risk assessment must ensure that systems are in place to eliminate any identified risks, or where the risks cannot be eliminated, to do what is reasonably practicable to ensure that the risks are adequately controlled and minimised.

In this clause 10.2, 'WHS Law' means the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation 2017* (NSW) and any applicable codes of practice or guidelines made under that Act or those Regulations.

11 Indemnity, Release and Insurance

11.1 Hirer's risk

The Hirer occupies the Studio and enters and uses the Studio at the Hirer's own risk.

11.2 Indemnity

The Hirer is liable for, releases the University from and indemnifies the University against all and any claim, demand, expense, loss, damage or liability of any kind that the University directly or indirectly sustains or incurs as a result of in connection with the death or illness of, or personal injury to, any person and/or the loss or destruction of, or damage to, any property of any person as a result of the breach of this Deed by, or any negligent, unlawful or wilful act or omission of the Hirer or an employee, agent, invitee or guest of the Hirer, except to the extent that any negligent act or omission of the University contributed to the relevant liability.

11.3 Consequential loss

Despite any other provision of this Deed, neither the University nor the Hirer shall be liable for and each release the other from all and any claim arising from or in relation to the use of the Studio pursuant to this Deed for consequential or special loss including, without limitation, loss of business profits, anticipatory profits, business interruption or loss of business information.

11.4 Insurance

The Hirer must effect and keep effective during the Hire Period and produce to the University upon request a certificate of currency or other evidence of:

- (a) public liability insurance applicable to the Studio and the activities carried out on, in or around the Studio in an amount of not less than \$10 million in respect of any single occurrence and unlimited in the aggregate and that policy must note the interests of the University; and
- (b) other insurances relating to the Studio and use of the Studio required by law including,

without limitation, workers compensation insurance.

12 Termination

The University may terminate this Deed immediately and at any time, without notice to the Hirer, if the Hirer:

- (a) does not pay on time any amount due to the University under this Deed;
- (b) becomes bankrupt or insolvent at any time;
- (c) does not observe another obligation under this Deed that is not capable of remedy; or
- (d) does not observe another obligation under this Deed, that is capable of remedy, within 24 hours of the University requiring the Hirer to do so.

If the University terminates this Deed, the Hirer cannot hold the University liable for, and agrees to release the University from, any claim, loss or expense incurred as a direct or indirect consequence of the termination.

13 Report to the University

Within four weeks of the end of the Hire Period, the Hirer must provide the University with a report on what was achieved during the Hire Period. If the Hirer has made a video recording of any performances during the Hire Period, the Hirer must submit a copy of the recording with the report to the University.

14 General

14.1 No warranties

The Hirer acknowledges and agrees that:

- (a) the University makes no representation or warranty about the condition of the Studio or the suitability of the Studio for the Permitted Purpose; and
- (b) the University is not liable under any circumstances if the Hirer is not satisfied with the condition of the Studio or if it is not suitable for the Permitted Purpose in the opinion of the Hirer.

14.2 No tenancy

The Hirer acknowledges that this Deed does not create any tenancy or give the Hirer any interest in the Studio or entitle the Hirer to quiet enjoyment.

14.3 Terms and entire agreement

This Deed constitutes the entire agreement about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

14.4 Deed for the University

This Deed is for the benefit of the University despite the University not being a party to it.

14.5 Variation and waiver

A provision of this Deed or a right created under it may not be waived or varied except in writing and signed by either the Hirer or the University (whichever has the benefit of the provision or right). A failure or delay in exercise of a right arising from a breach of this Deed does not constitute a waiver of that right.

14.6 Governing law

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

14.7 No agency or partnership

Nothing contained or implied in this Deed constitutes either the Hirer or the University as the partner, agent or legal representative of the other for any purpose or creates any partnership, agency or trust, and the Hirer has no authority to bind the University in any way.

14.8 Severability

If any part of this Deed is or later becomes unenforceable, then those unenforceable terms shall be deleted from this Deed (to the extent that they are unenforceable) and the remaining terms of this Deed shall continue in full force and effect.

14.9 Statutory terms

Where a statute implies in this Deed any term, and that statute voids or prohibits provisions under this Deed which exclude or modify the operation of such term, such term is deemed to be included in this Deed.

14.10 No merger

The rights, obligations, representations, warranties and indemnities in this Deed do not merge on completion or any transaction contemplated by this Deed. In particular, the provisions of clause 11.2 shall survive and be of full effect after expiration or termination of this Deed.

14.11 Assignment and novation

The Hirer must not assign or sublicence its rights or novate its rights and obligations or under this Deed.

Schedule 1 - Catering Terms and Conditions

1 Obligations

The Hirer must ensure that the caterer:

- (a) has and complies with any current licences, permits, approvals or authorisations that may be required under the *Food Act 2003* (NSW) and/or the *Liquor Act 2007* (NSW) or any regulations made under those Acts;
- (b) in the case of a food truck, has and complies with all necessary licences, permits, approvals or authorisations that may be required by the relevant council;
- (c) if required by the University, provides the University with copies of the relevant documents referred to in clauses 1(a) and 1(b), prior to the commencement of the Hire Period;
- (d) provides the catering services in a competent and professional manner;
- (e) observes and complies with all applicable laws, regulations, rules, by-laws, delegated legislation, guidelines and codes of conduct; and
- (f) observes and complies with the University's by-laws, rules, policies and procedures, including, without limitation, those with respect to:
 - (i) workplace health and safety;
 - (ii) discrimination and harassment;
 - (iii) parking and traffic;
 - (iv) privacy of personal information;
 - (v) security; and
 - (vi) smoking,

copies of which are downloadable from the University's website: <http://sydney.edu.au/policies/>

2 Cleaning

- (a) **Cleaning Surcharges:** The Hirer must pay the University for any cleaning charges it incurs as a result of the conduct of the caterer or its use of the Studio.
- (b) **Removal of Rubbish:** All rubbish is to be removed and taken with the caterer off the University premises. Any wastage or rubbish found dumped by a caterer in University bins will be charged to the Hirer. If the Hirer requires the University to manage the disposal of rubbish, the Hirer must contact the University to obtain a quote for this service.
- (c) **Removal of Industry Waste (i.e. oil):** The caterer's industry waste must be taken away in a sealed container and must not poured down the University drains. If there is a breach of this clause, the cost of correction will be handed in full to the Hirer and may result in the Hirer and the caterer being banned from the University.

3 Indemnity and release

- (a) The caterer and the Hirer agree to use the Studio at their own risk.
- (b) The caterer and the Hirer release the University from and indemnify the University against all damages, claims or demands which may be made against the University by any person whatsoever, for any damage, loss or injury which may be sustained relating in any way to the caterer's use or occupation of the Studio or any other part of the University's property and for the entire duration of the Hire Period (including all load-in and load-out activity) except to the extent that the University caused or contributed to the damage, loss or injury.

4 Works

No additions or alterations to any facility, structure, piece of equipment or other such items belonging to the University is permitted without the prior written approval of the University (which may be withheld in its absolute discretion).

5 Insurance

The University is not liable for any damage or loss of the caterer's property or any property of the caterer's employees, agents, contractors or invitees. The caterer must hold its own insurance policy for property damage as well as public liability insurance.

6 Damage

The Hirer is financially responsible for any damage or loss to property suffered by the University arising from the default, act, omission or negligence of the caterer.

7 Work Health and Safety

The caterer and the Hirer must comply with its obligations under the WHS Law.

8 Interpretation

Words not defined in these Catering Terms and Conditions have the same meaning as given in the Terms of Hire.