

HIRE OF FACILITIES AND EQUIPMENT REQUEST FORM



This form is to be used by external parties wishing to hire CQUniversity facilities and/or equipment.

CONTACT DETAILS

Company / Person name

Contact name

Company address

Email address

Telephone contact

HIRE REQUEST

Purpose of hire/activity

Function name *(if applicable)*

Campus

Facility required *(room, sports field, room with videoconference etc)*

Equipment required *(project, speaker, stage, field equipment etc)*

Date or period of the hire

Start date

End date

Start and finish times

Start time

Finish time

Contact name on site

Contact number

Do you have public liability insurance *(minimum value \$10 million)*

Yes *(please provide copy)*

No

SPECIAL REQUIREMENTS *(a fee may apply)*

Will internet access for non-University users be required?

Yes

No

Is security required?

Yes

No

Is lecture recording required?

Yes

No

Will liquor be served at the event? *(If yes, please provide copy of liquor permit)*

Yes

No

Will liquor be sold at the event? *(if yes, please provide copy of temporary liquor licence. This is not required if you are hiring as a licenced caterer.)*

Yes

No

Will you be charging an entrance fee? *(if yes, and liquor will be served, please provide copy of temporary liquor licence. This is not required if you are hiring as a licenced caterer.)*

Yes

No

CHECKLIST

Before you submit your request please ensure you have attached:

- Public liability insurance (*minimum value of \$10 million*)
- Liquor permit (*if serving liquor at an event*)
- Liquor licence (*if selling liquor at an event, or charging an entrance fee and serving liquor*)

COST TO HIRE

The cost to hire the nominated CQUniversity facility is: \$

DECLARATION

The Terms and Conditions below are provided to you, the External Party/ Hirer by CQUniversity and is subject to CQUniversity's terms and conditions of hire ('General Terms'). By accepting these Terms and Conditions, or otherwise requesting services, the customer acknowledges receipt of and agrees to the Hire of Facilities and Equipment Terms and Conditions.

For and on behalf of the customer, I accept the costs and the Hire of Facilities and Equipment Terms and Conditions. I have confirmed the documents to be correct, and request that CQUniversity provide the hire of the facilities and equipment referred to in this estimate subject to the General Terms.

Signed for and on behalf of the customer by its duly authorised representative

Name: _____ Signature: _____

Position: _____ Date: _____

Send signed acceptance to (*email address preferred*):

CQUniversity approval

Name: _____ Signature: _____

Position: _____ Date: _____

RATES OF HIRE

CQUniversity Hire Rates		
Item	Rate	Comment
Classroom		
Small, less than 50	\$30/hour or \$250/day	Flat floor spaces
Large, over 50	\$60/hour or \$450/day	Includes lecture theatres and known spaces such as MEL L1
Meeting rooms	\$25/hour or \$150/day	
ROK Sports Stadium	\$1800/day	
Courtyards , foyers, BBQ areas, picnic areas etc.	\$15/hour or \$130/day	
CQIRP conference rooms	\$400 half day or \$700 full day	Includes two rooms and shared use of kitchen and foyer

TERMS AND CONDITIONS OF HIRE ACCEPTANCE

Confirmation of booking must be made in writing and accompany the requested costs (payment) within the designated period. If this is not received, CQUniversity reserves the right to cancel the booking and allocate the space to another client. Once the signed contract and fund/s are received, the booking is then confirmed. Until such time the booking will remain "tentative". If the funds amounts have been paid and the signed contract is still outstanding, CQUniversity will make the assumption that the company/ individual accepts all of the terms and conditions of acceptance. CQUniversity reserves the right to re-assess and modify and/or change any original specifications for the hired space and equipment due to teaching, research and other CQUniversity activities needs.

CONDUCT

It is the organiser's responsibility to ensure all their guests, behave in an orderly manner during the event. CQUniversity reserves the right to remove any guest from the premises if they behave in a manner unreasonable or potentially disruptive towards the well-being of the other guests and staff.

FIRE AND EVACUATION PROGRAM

CQUniversity has an online [Fire and Evacuation Plan](#). All Hirers are to complete the online Plan Safe – Fire and Evacuation Program. The program provides emergency response information that you need to stay safe while hiring our facilities and equipment. Please complete your Fire and Evacuation program via <https://cqu.conceptsafety.com.au/learner/>.

RATES

All rates are quoted in Australian dollars. Every endeavor is made to maintain prices as printed but these may be subject to change at the discretion of CQUniversity, particularly in the event of tax alterations by the government. All rates quoted include the Goods and Services Tax.

PAYMENT

The external party/ Hirer shall pay the hire of facilities and equipment charge in full, being defined as 100% of the overall hire costs, within 10 working days after the date of invoice. Any overpayment will be refunded to you.

If you make any payment by credit card, a surcharge equal to 1.5% of the payment amount is payable in addition to the payment amount.

Charges are quoted in Australian dollars unless specified otherwise.

CANCELLATION POLICY

If you cancel all or a substantial part of the services after the Agreement is made, you must advise us in writing. We reserve the right to charge you a percentage of the estimated charges for the cancelled services excluding preproduction costs as a genuine pre-estimate of our loss, as follows:

- 25% if less than 7 days' notice but not less than 4 days' notice is given
- 50% if less than 4 days' notice but not less than 48 hours' notice is given, or
- 100% if less than 48 hours' notice is given, or if no notice is given (Cancellation Charge).

CIRCUMSTANCES BEYOND THE CONTROL OF CQUNIVERSITY

If CQUniversity is unable to provide the facilities or any other arrangements for your event or any part of it or cannot otherwise perform the terms of the Event Order due to circumstances beyond CQUniversity's control, CQUniversity is not responsible for any costs, damages or expenses that you may suffer or incur.

SERVICES DELIVERY

CQUniversity takes safety seriously. The University reserves the right to suspend or withdraw any services if yours or a third party's plans breach our policies for safe work practices or any applicable Work Health & Safety standards.

EQUIPMENT

You acknowledge that all equipment remains our property at all times and that:

- a) you are responsible for any direct evidenced theft, loss or damage (loss) to the extent you or any of your servants, agents, Contractors, invitees or users cause it;
- b) for any direct loss to equipment for which you are responsible under these Terms. You must reimburse us within seven days of written demand by us as we elect for:
 - (i) the cost reasonably incurred by us of repairing such damaged equipment, or
 - (ii) the new for old replacement cost plus all expenses reasonably incurred by us, to replace equipment that is stolen, lost or reasonably determined by us to be irreparably damaged, and
- c) you must not interfere with the equipment or allow its removal from any place we provide it.

SIGNAGE

Signage should be kept to a minimum.

SMOKING

CQUniversity has a 100% non-smoking policy for all spaces.

INSURANCE

It is your responsibility to hold your own appropriate insurances. Our policies of insurance apply only in relation to our provision of services and do not provide any insurance cover for you or for your hire of CQUniversity's facilities or equipment.

INDEMNITY

You are responsible for and must indemnify CQUniversity from all direct loss, cost, expense, damage and/or liability (harm) the University suffers or incurs arising in connection with your hire to the extent it is caused by the negligent, willful or wrongful act or omission of you or any of your servants, agents, contractors or invitees or by your breach of the Agreement but excluding to the extent caused by us or any of our servants, agents or contractors.

NO RESPONSIBILITY

CQUniversity is not responsible for the theft, damage or loss of any goods brought into CQUniversity or any introduction of food to the event and the effect of it afterwards.

PRIVACY

The information provided to us may contain personal information within the meaning of the [Privacy Act 1988](#) (Cth) (Personal Information). The purpose for which information is collected is to enable us to consider your requests and communicate with you, consider any request for credit, manage your account, obtain payment, provide the services and protect our interests in equipment. You and each person whose Personal Information you provide to us, consent, and you warrant that they consent, to us collecting and using the information for these purposes and as disclosed in our [Privacy Statement](#) available on our website (Privacy Statement) and disclosing information including Personal Information to our contractors, agents, bankers and other third parties as disclosed in our Privacy Statement.

GENERAL

The Agreement is governed by and must be construed in accordance with the laws of the State or Territory of Australia where the services are to be provided, and if more than one or if the services are to be provided outside of Australia, in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the courts of that State or Territory.

Each party agrees that they are not relying on any representation by the other except as specified in the Agreement or made in writing by the other before the Agreement was made. To the extent permitted at law all terms, conditions, warranties and guarantees implied or imposed by statute are excluded.

You acknowledge that you have had opportunity to review and if requested by you, to negotiate these Terms with us.

Neither party may assign or deal with any of their rights or obligations under the Agreement.

These Terms are subject to any applicable statute which cannot lawfully be excluded and if any of these Terms is or becomes wholly or partially void, invalid or contrary to law (Invalid), then that term will to the extent that it is Invalid be severed without affecting the enforceability and validity of any other part.

In the interpretation of these Terms, no rules of construction will apply to the disadvantage of a party on the basis that party put forward these Terms or any part, "including" and "includes" are not words of limitation, headings do not affect interpretation, and the singular includes the plural and vice versa.

Termination of the Agreement does not affect rights already accrued.

These Terms apply to your hire specified in the tax invoice. They may be updated from time to time for future hires.