

EXTERNAL HIRE OF UNIVERSITY FACILITIES AND EQUIPMENT POLICY AND PROCEDURE



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1 PURPOSE

- 1.1 This policy and procedure provides a framework for establishing, managing and evaluating external parties (hirers) wishing to hire university facilities and equipment.

2 SCOPE

- 2.1 This policy and procedure applies to:
- all CQUniversity staff, Committees, the University Council, CQUniversity controlled entities, subsidiary businesses, contractors or third parties acting on behalf of CQUniversity
 - all CQUniversity areas participating in the hire of university facilities and equipment activities
 - the hire of all CQUniversity owned/ leased spaces by hirers, and
 - the short term hire of any university facility or equipment owned or leased for short term or infrequent requests which do not apply to longer term lease or license to use arrangements.
- 2.2 This policy and procedure does not apply to the following as they operate on a commercial basis under separate business plans:
- Allied Health Clinics
 - Bird Cage Bar and Lounge

- Bird Cage Café
- CQUniversity Sports Centre
- Central Queensland Conservatorium of Music
- Mackay Conservatorium, and
- Student Residences.

3 POLICY STATEMENT

Purpose of hire agreements

- 3.1 CQUniversity's hire agreements aim to reinforce meaningful and positive perceptions of the University by engaging the community, supporting the brand, student experiences and new business. As such, hire agreements require formal management and involvement by senior and other appropriate staff members.

Types of hire agreements

Hire agreements may be established in the form of an approved permit with standard hire terms and conditions or a contractual (legally-binding) agreement with CQUniversity.

Hire agreement principles

- 3.2 The use of university facilities or equipment must not compromise the safety of employees, students, cultural or community assets or the reputation of the University and should:
- further the educational purposes of the University
 - further the strategic goals of the University, and
 - positively promote the University.
- 3.3 The University will prioritise teaching, research activities and examinations over non-teaching activities when considering requests for hire, as per the [Class Timetabling and Allocation Policy and Procedure](#).
- 3.4 All university facilities will be in the University Timetabling System, except facilities identified in 2.2.
- 3.5 All boardrooms and meeting rooms will be unavailable for hire between 6am and 6pm to allow for normal business. These times will be blocked as to not for hire in the University Timetabling System. Employees will continue to book these spaces through the University outlook calendar system.
- 3.6 The following principles apply to external hire agreements:

Activity	Frequency		
	Short Term (one off or less than a month)	Medium Term (greater than 4 times a year)	Long Term (multiple years)
Booking a single room	Simple	Complex	Complex
Booking more than 1 room	Simple	Complex	Complex
Booking a conference room	Simple	Complex	Complex
Video conferencing required	Simple	Complex	Complex

Complexity of hire agreement	Action	Authorised Approval Delegate
Simple	Hire Letter with Standard Hire Terms and Conditions Update University Timetable File in University Record System	Associate Vice-Chancellor
Complex	Contractual Agreement Update University Timetable File in University Record System	Vice-Chancellor and President, Provost, Senior Deputy Vice-Chancellor, Deputy Vice-Chancellor

Conditions required for hire agreements

- 3.7 All hire agreements will possess the following criteria:
- benefits CQUniversity as a whole
 - creates opportunities for CQUniversity to build relationships with organisations and leaders
 - enhances CQUniversity's reputation and profile
 - financial sustainability for the University.
- 3.8 CQUniversity will not consider hire agreements that:
- do not reflect CQUniversity's core values, strategic direction and build relationships
 - may be construed as racially prejudiced or otherwise discriminatory
 - presents a reputation risk, or
 - conflicts with CQUniversity's interests.
- 3.9 The hirer will agree to be bound by the terms and conditions of hire and any additional conditions set by the University. Hirers must agree to all conditions prior to the commencement of hire.
- 3.10 All hire agreements must comply with any legislative, regulatory or government requirements that apply to the activities governed by or related to these agreements.
- 3.11 All hirers will have their own state public liability insurance minimum \$10 million.
- 3.12 The hirer will indemnify and keep indemnified the University against all losses, expenses, liabilities, claims or damages incurred as a result of, or arising out of, the hire of the premises, whether caused by an act or omission of the hirer, its servants, agents or invitees, or any other person.
- 3.13 All relevant stakeholders who may have an interest in the hire request must be involved in developing the documents and evaluations.
- 3.14 Hire agreements must be approved in accordance with the [Delegation of Authority Policy \(FMPM\)](#).
- 3.15 University facilities and equipment shall not be hired to external parties for free unless the request is in line with the University [Sponsorship Policy and Procedure](#) and is approved by the Vice-Chancellor and President, or nominee.

4 PROCEDURE

- 4.1 University facilities that will be hired for activities requiring event management will be referred to the Events team for consideration prior to approval.
- 4.2 The hire process involves a cycle of activities from request to hire through to facilities and equipment hire. An overview of this hire process is in [Appendix 1 – hire agreement process overview](#).

- 4.3 CQU representatives are responsible for developing the hire agreement and supporting documents, regardless of the extent of financial requirements, and submitting to the relevant delegated authority for consideration and approval (Refer to [Appendix 3 – roles and responsibilities](#)).
- 4.4 All hirers will complete the University [Fire and Evacuation Plan](#) online at the time of application.

Developing, approving and managing hire agreements

- 4.5 Hire agreements are developed as outlined in [Appendix 1 – hire agreement process overview](#) and [Appendix 2 – hire agreement workflow](#).
- 4.6 If the proposed hire request is assessed as requiring a contractual agreement, the CQU representative must work with their senior executive to draft and/or review the legal agreement in conjunction with the Legal and Procurement teams.
- 4.7 Contractual agreements are prepared by the Facilities Management Directorate in consultation with the Legal and Procurement teams.
- 4.8 Contractual agreements must not be entered into on behalf of CQUniversity, or a subsidiary company (controlled entity), unless the relevant governance and approval arrangements are met.
- 4.9 All contractual agreements will include specific provision for terminating the agreement under circumstances that minimise potential adverse consequences for CQUniversity and its students.
- 4.10 The CQU representative is responsible for developing and managing the hire agreement, in consultation with relevant stakeholders, which includes:
- ensuring the agreement is strategically aligned to CQUniversity’s interests
 - identifying risks in accordance with the [Risk Management Policy and Procedure \(FMPM\)](#)
 - demonstrating consultation with all relevant stakeholders
 - liaising with the hirer regarding the proposed hire activities agreed to by CQUniversity and negotiating a final agreement with the hirer
 - ensuring that the hired space is entered into the University Timetabling System
 - ensuring that the hirer is invoiced and provided receipts for payments outlined in the agreement
 - ensuring that the hirer has public liability insurance
 - ensuring the appropriate licences are held by the hirer for the activity
 - ensuring no smoking occurs on site
 - ongoing management such as relationship management, negotiations, performance and accountability
 - arranging approvals and signatures
 - taking all relevant steps to ensure compliance by CQUniversity and the hirer with the terms of the agreement
 - resolving issues that arise during the term of the hire agreement
 - reviewing hire agreements
 - termination of hire agreements if the hirer is not meeting the requirements of the hire agreement
 - recording all relevant information in the relevant database/s and record management systems, and
 - ensuring relevant staff are up-to-date with hire arrangements.
- 4.11 University facilities and equipment hire charges are outlined in [Appendix 4 - schedule of charges for the hire of facilities and equipment](#).
- 4.12 There are to be no additional costs to the University, except as noted for items such as security, cleaning, setup or IT support.

- 4.13 All additional external costs are to be the responsibility of the hirer directly.
- 4.14 The University reserves the right to relocate an event to an alternative on-campus facility if relocation is required due to circumstances beyond the University's control. In such circumstances, the University will notify the hirer of the change at a minimum of 48 hours prior to the hire period, without penalty.
- 4.15 Facilities and equipment hire can only occur if it does not impact the scheduled learning, teaching and research activities.
- 4.16 Revenue obtained from the hire will be allocated to the relevant Campus Associate Vice-Chancellor.
- 4.17 Revenue received is considered general operations and:
- do not carry forward, and
 - shall be used to undertake campus student and community support or maintenance activities.
- 4.18 Deans, Directors, Associate Vice-Chancellors and Pro Vice-Chancellors will be responsible for:
- management of facilities and equipment,
 - ensuing compliance with approved policies and processes, and
 - ensuring the hire is managed in accordance with the hire agreement.
- 4.19 Any dispute between the hirer and the University arising from, or in relation to any hiring of the premises, or from the terms and conditions of hire, will be submitted to the Senior Deputy Vice-Chancellor (International and Services).

5 RESPONSIBILITIES

Compliance, monitoring and review

- 5.1 The Senior Deputy Vice-Chancellor (International and Services) is responsible for implementing and reviewing this policy and procedure to ensure it continues to achieve its purpose.

Reporting

- 5.2 No additional reporting is required.

Records management

- 5.3 Employees must maintain all records relevant to administering this policy and procedure in a recognised University recordkeeping system.
- 5.4 CQU representatives must record external hire of university facilities or equipment in the recognised University engagement database.

6 DEFINITIONS

- 6.1 Terms not defined in this document may be in the University [glossary](#).

Terms and definitions

CQU Representative: Is a permanent staff member of CQUUniversity that is the point of contact or person helping organise the hire, and has the responsibility for items as outlined in this policy

External Party/Hirer: the person or organisation entering into the hire agreement

7 RELATED LEGISLATION AND DOCUMENTS

[Class Timetabling and Allocation Policy and Procedures](#)

[Delegation of Authority Policy \(FMPM\)](#)

[Hire of Facilities and Equipment Request Form](#)

[Occupational Health and Safety Policy](#)

[Risk Management Policy and Procedure \(FMPM\)](#)

[Smoking, Alcohol and other Drugs in the Workplace Policy](#)

[Sponsorship Policy and Procedure](#)

8 FEEDBACK

8.1 University staff and students may provide feedback about this document by emailing policy@cqu.edu.au.

9 APPROVAL AND REVIEW DETAILS

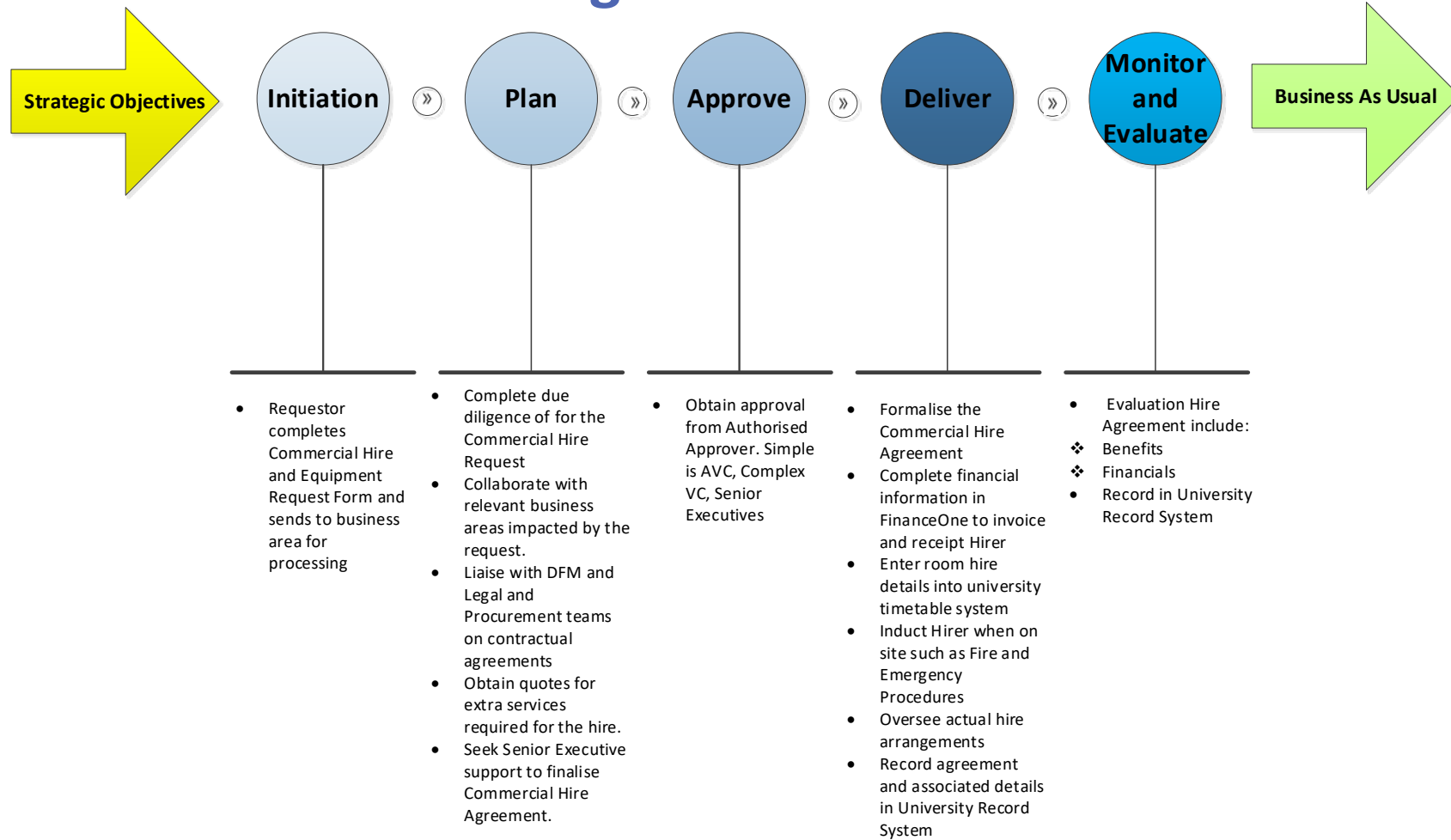
Approval and Review	Details
Approval Authority	Vice-Chancellor and President
Advisory Committee to Approval Authority	Vice-Chancellor's Advisory Committee
Administrator	Director, Facilities Management
Next Review Date	7/02/2021

Approval and Amendment History	Details
Original Approval Authority and Date	Planning and Development Committee
Amendment Authority and Date	Director, Division of Facilities Management 6/05/2010; Director Facilities Management 07/2013; Vice-Chancellor and President 11/11/2013; Vice-Chancellor and President 13/05/2015; Vice-Chancellor and President 7/02/2018.
Notes	Formerly known as the Hire and Use of University Facilities and Equipment by External Parties Procedure (13/05/2015).

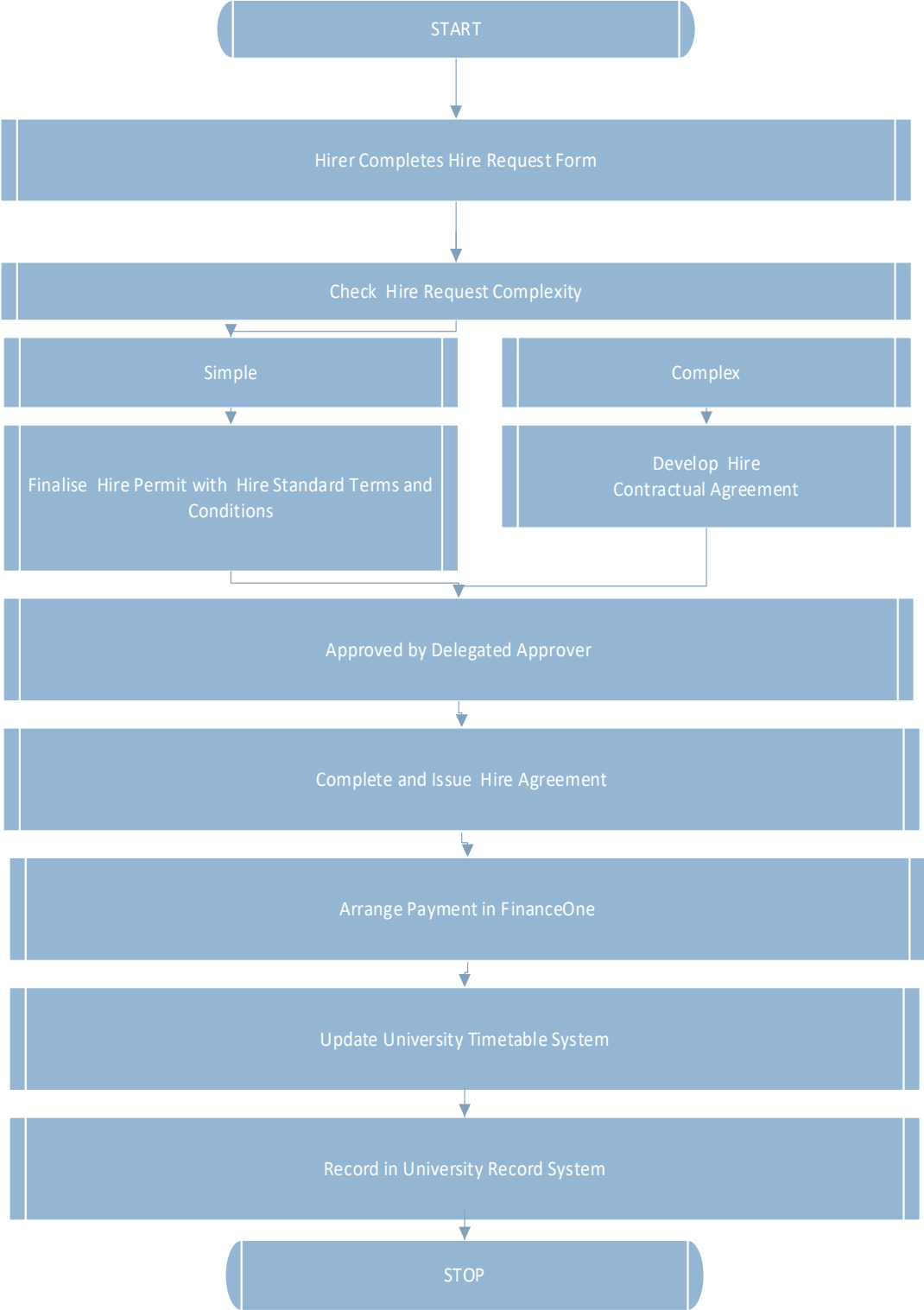
10 APPENDICES

Appendix 1: hire agreement process overview

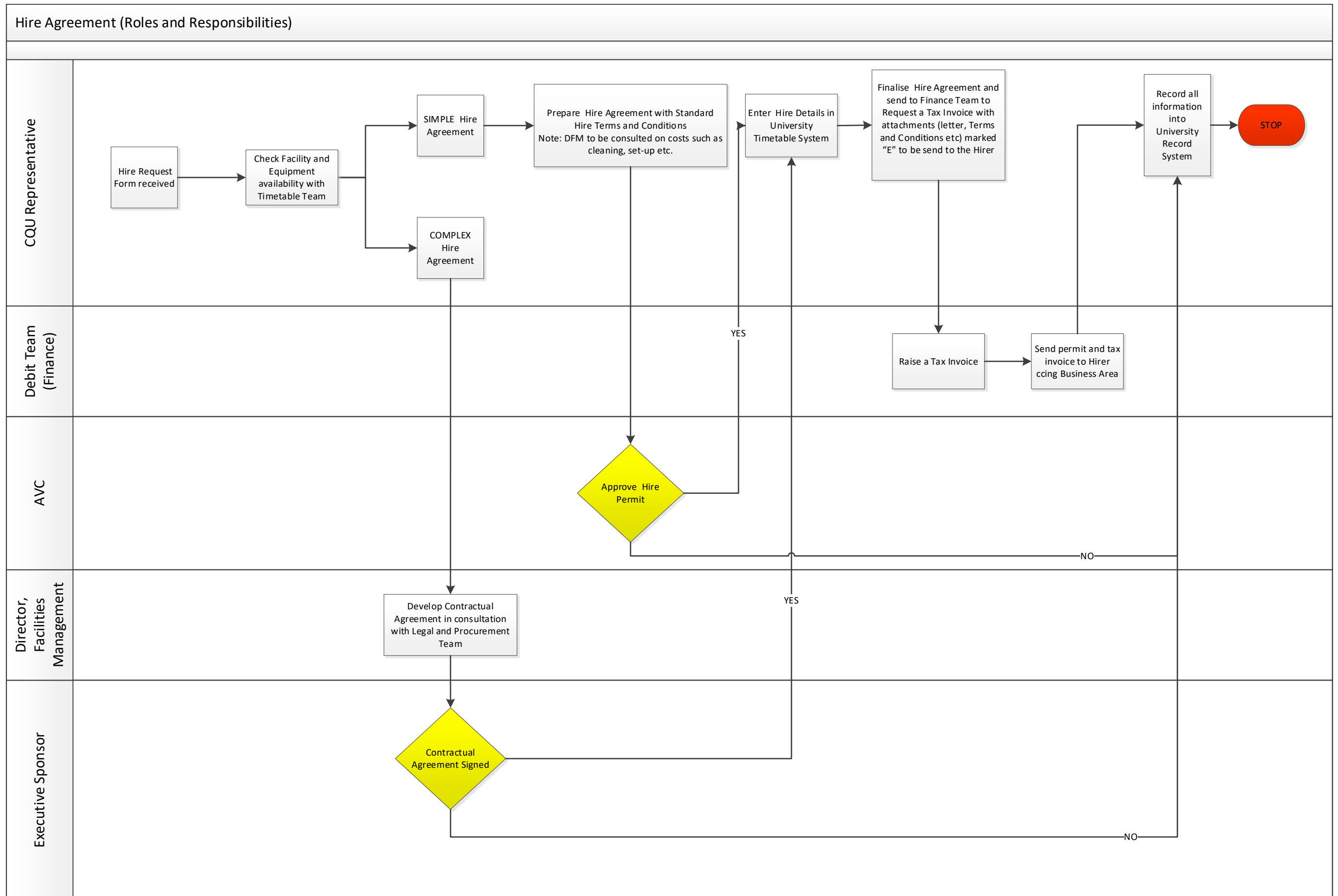
Commercial Hire Agreement Process Overview



Appendix 2: hire agreement workflow



Appendix 3: roles and responsibilities



Appendix 4: Schedule of charges for the hire of facilities and equipment

The following charges apply for the hire of facilities and equipment to external parties from CQUniversity: **All charges are quoted INCLUSIVE of GST.**

CQUniversity Hire of Facilities		
Item	CQUniversity Hire Rate	Comment
Classroom		
Small, less than 50 people	\$30/hour or \$250/day	Flat floor spaces
Large, over 50 people	\$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

Note: The costs above do not include any set up or additional support such as security or IT support.