The conditions of your organisation (**the hirer**) hiring Victoria University (**VU**)’s facilities (**Facilities**) are set out below. The hirer is responsible for ensuring its members, invitees and guests comply with these conditions.

**Use of the Facilities**

1. The hire and use of the Facilities is at VU’s discretion.
2. The hirer may not use the Facilities for any activity which VU deems objectionable, dangerous, unlawful, or which may damage VU’s reputation. VU Facilities will not be made available for activities that are in conflict with or deemed incompatible with VU’s values or strategic direction.
3. At all times while on VU premises, the hirer and its attendees will comply with all lawful directions of VU staff.
4. The hirer will pay the full amount of the hire charge prior to the use of the Facilities.

**Access to facilities**

1. The hirer may only enter the Facilities at the time they have booked and must vacate the Facilities at the time set out in the booking request form (as approved by VU).
2. If set up time is required then this must be included in the booked time. If the event runs over the time booked, VU reserves the right to charge additional fees at the booking rate.
3. VU reserves the right to refuse entry to anyone should their actions or conduct be deemed prejudicial to the proper use of the Facilities, present a health and safety risk, or be detrimental to the activities of VU.
4. VU staff and contractors may access the Facilities at any time.
5. If the hirer breaches these conditions of hire, VU may cancel the hirer’s booking with immediate effect. No refund will be given if a hirer breaches the conditions of hire.
6. The hirer may only use the space for the purpose stated on their booking request form.
7. The hirer must ensure that all exits at the venue are free from obstructions and accessible at all times.

**Care for the Facilities**

1. The hirer must ensure that the Facilities are left in a clean and tidy state, clear of rubbish, with all lighting and electrical equipment switched off after use.
2. Furniture and equipment must not be rearranged without VU’s prior permission. If permission is granted, the hirer must return the furniture and equipment to its original configuration after use. If the hirer fails to comply with this condition, the hirer will be liable to VU for an additional charge.
3. The hirer must report any broken or non-working equipment to a VU staff member immediately.
4. The hirer will pay VU for any damage to the space or any loss or damage to property or equipment belonging to VU or any employee or agent of VU.
5. The hirer warrants that it carries adequate insurance for the risk of the activities it undertakes, including in relation to the hire of the Facilities.
6. The hirer takes all responsibility for its own property and the property of the hirer’s guests and invitees. VU will not be liable for any loss, theft or damage to the equipment or property of the hirer or any guest or invitee of the hirer.
7. If the fire brigade responds to an alarm due to any breach of these conditions of hire, or through the wilful misconduct of a hirer’s guest or invitee at an event, the hirer will be liable for all costs incurred.
8. Except to the extent of VU’s negligence, the hirer will indemnify VU, its officers and employees in respect of any liability, claim or proceeding in respect of:
   1. personal injury to or the death of any person;
   2. property damage; or
   3. financial loss,

related in any way to the hirer’s booking or use of the Facilities.

**Cancellation**

1. The hirer acknowledges that, in accepting the hirer’s booking, VU may have to decline other opportunities to rent out the Facilities.
2. The hirer may cancel or amend the event at any time, however, if the hirer cancels or postpones the event within 14 days of the date of the event, the hirer will forfeit all monies paid in relation to the event and immediately pay to VU all amounts which would otherwise have been payable if the event had taken place.
3. VU may need to cancel the hirer’s booking at any time. If VU cancels a booking without any fault on the part of the hirer, VU will refund the hirer’s booking fee in full, or in the case of ongoing bookings, any unused part of the booking fee.

**Health and Safety**

1. The hirer is responsible for the health and safety of its members, guests and invitees.
2. VU staff will call emergency services for any situation deemed necessary. The person attended to by emergency services will be solely liable for all costs resulting from emergency services attending.
3. The hirer will be responsible for the supervision and behaviour of attendees whilst on VU premises. A responsible adult must supervise bookings that include children.
4. Lit candles and naked flames of any description will not be permitted at the venue unless prior written permission is obtained from VU. Where such permission is obtained, the hirer shall be liable for the cost of an additional technician to supervise the safety of attendees, equipment and the venue.

**Recording**

1. Agrees to comply with all Orders, Regulations, Local Laws or By-Laws and obtain all permits and other approvals, which are or may be required for the purpose of using the Premises for filming.
2. The hirer must seek permission from VU if an external media organisation / group is to photograph film or record the event. If permission is grated the hirer is responsible for obtaining all relevant permits and approvals associated with the filming/recording