# Application for Room Hire

## APPLICANT DETAILS:

Name of Applicant & Position Held: ________________________________

Name of Company/Faculty/School or Branch: ________________________________

Contact Phone Number: ________________________________ Contact Fax Number: ________________________________

Postal Address: ____________________________________________

Email: ____________________________________________________

## ROOM HIRE DETAILS:

Title of Proposed Hire: ________________________________

Description of Hire: ________________________________

Date/s Required: ________________________________

Time Required: (include set-up time) ________________________________

Approx No's to Attend: ________________________________

Public Liability Insurance Provided: □ YES □ NO

Proposed Venue for Function: ________________________________

Outdoor Venue: □ Yes □ No

### NB: If an Outdoor venue, and temporary structures are required necessitating the ground being penetrated (eg star pickets, holes drilled etc), a Dig Permit must be obtained/requested, signed off by the appropriate officers and submitted to Finance and Asset Services at least 7 days prior to the event.

Extra Equipment Required:

- D'beam, laptop, bins, catering, plants (Charges may apply)

Liquor to be supplied?: □ YES □ NO

### NB: If yes, a special licence application must first be submitted to the Finance and Asset Services for approval and then lodged with the Liquor Commission at least 7 days prior to the event.

Comments and Conditions (Office Use Only):

IN CONSIDERATION of the hire to me by the CDU Amenities Limited of the facilities, furniture and equipment listed above and/or in the attached Schedule, I HEREBY AGREE TO INDEMNIFY and hold harmless CDU Amenities Limited against all actions, proceedings, claims, demands, damages or costs whatsoever which may be taken or made against the said CDU Amenities Limited, arising out of, or in respect of the use of the said facilities, furniture and equipment while on loan to me whether such action, claim, demand, damages or costs should arise from the manner of use of the facilities, furniture and equipment and whether such defect is known or unknown to the said CDU Amenities Limited, or in any other way whatsoever.

AND I FURTHER AGREE to pay the cost of any repairs to the said facilities, furniture and equipment or additional cleaning which is, in the opinion of the Manager Facility Services of Charles Darwin University or any authorised person of the CDU Amenities Limited, rendered necessary as a consequence of the misuse or neglect of the said facilities, furniture and equipment while on hire to me. I have read and agree to the Conditions of Hire document attached at pages 2 to 4.

Hirer’s Signature: ________________________________ Date: / /

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CDU Amenities Limited Ellengowan Drive, Darwin, Northern Territory 090

ABN 94 124 658 868 | ACN 124 658 868
Conditions of Hire

Applications for the use of facilities should be directed to the Manager The Gym@CDU, CDU Amenities Limited.

The hirer is responsible for ensuring that the Conditions of Hire, Statutes and By-laws of CDU Amenities Limited are observed. Additional conditions may apply to specific facilities such as gymnasiums, sporting fields, tennis courts, etc. These conditions will be supplied by the designated officer.

1. Definitions
   In these conditions the words “The Hirer” shall mean the person or persons whose application for the hire of the premises is accepted by CDU Amenities Limited.
   Where the hirer consists of two or more persons, those persons shall be bound by these conditions jointly and severally and shall be jointly and severally liable for any liability arising from these conditions or otherwise arising in respect of the hiring.
   The premises in these conditions shall be that portion of The Gym@CDU premises stated in the letter of application for hire of The Gym@CDU premises and the normal means of access thereto and the adjoining conveniences.

2. Hire Charge
   All charges include reasonable cleaning.
   Fees to be paid by the hirer for the use of The Gym@CDU (hereinafter called “The Facilities”) are set in accordance with the guidelines approved by the CDU Amenities Limited and are administered by the Manager The Gym@CDU.
   If the hirer fails to vacate the premises by the time stated for the expiration of the hiring, they shall be liable for such further hiring charges as CDU Amenities Limited may determine.

3. Care of the Facilities, and Damage
   The hirer shall, in addition to the agreed hire charge, meet the cost of any additional labour including security and/or cleaning which may be necessary to prepare the facilities before use or to place the facilities in a proper order after use.
   The hirer shall be liable for and make good all damage done to the facility of any furniture, fittings or fixtures, equipment or other effects belonging to the CDU Amenities Limited caused by default or neglect of the hirer, or any member or associate thereof, or any person connected with the organisation.
   The hirer shall satisfy the Manager The Gym@CDU, CDU Amenities Limited, prior to the hiring period, with respect to arrangements for the proper care of the facilities during the hiring period.
   Adhesive tape or Blu-tack is not to be used to attach signage or posters to the walls of venues or posts around the campus. Pin boards, display stands, sandwich boards and picture rails are the only methods to be used for displaying signage.
   No other activity other than that stated in the Letter of Application is to be held, and no other facility used without prior approval of the Manager Facility Services.
   A deposit ranging from $50 to $550, to be determined by the Manager The Gym@CDU, may be required from the hirer to cover damage and abnormal cleaning requirements.

4. Alteration to Premises
   No additions or alterations (however temporary) may be made to the building, furnishings or equipment without prior agreement with the Manager Facility Services or Facilities Assistant.

5. Technical Equipment
   The hirer must specify equipment needs and, subject to availability, these may be provided for a fee.
   Express approval of the Manager Facility Services or Facilities Assistant is required where hirer’s equipment is intended to be used.
   Hirers should familiarise themselves with the facilities prior to the hire date.
5a. Portable Electrical Equipment

The University OH&S requires testing and tagging for all portable electrical equipment used on campus. The critical extract portion of the policy reads: ‘All electrical tools, leads and portable (electrical) equipment are to be tested and tagged in accordance with AS/NZS 3760:1996. Equipment not complying with this standard is not permitted on site’. Testing & Tagging can be performed by any licensed Electrical Contractor. Untagged or out-of-date equipment will be immediately removed from site until such a test has been completed to the satisfaction of the Manager Facility Services or Facilities Assistant or the Project Officer-Electrical.

6. Security and Access

Prior to use of the facilities, acceptable arrangement must be made between the hirer and CDU Amenities Limited regarding the locking of premises and other security. CDU Amenities Limited takes no responsibility for personal security of the hirer, or any member or associate thereof.

The Charles Darwin University shall not be responsible for any property which any member of the hiring organisation or other persons connected with the organisation may bring into the University.

The use of facilities will at times be in the control of the University staff, and the hirer and associates thereof shall obey all directions given by or on behalf of the Manager Facility Services or Facilities Assistant of the Charles Darwin University in all respects.

Unless special approval is given by the Manager Facility Services or Facilities Assistant, all facilities must be vacated when Security staff are not on duty. Costs for additional Security outside the normal duty hours will be charged to the hirer.

Arrangements to gain access for setting up must be made with the Manager The Gym@CDU at least THREE days before the event.

Some facilities require the attendance of a Charles Darwin University officer or specialised technicians during the hire period. The Manager The Gym@CDU will inform the hirer of these requirements and the associated charges.

Some functions may require the provision of additional Security or Crowd Control. The Manager The Gym@CDU will advise the hirer of these requirements and associated charges.

7. Insurance

CDU Amenities Limited or its Council shall not be held liable for any injury or loss relating to the hirer, or any employee of the hirer or any person on the premises by invitation or with the authority or permission of the hirer.

Cover for public liability and property damage to ensure full protection in case of injury to persons or damage to CDU Amenities Limited or private property must be arranged by the hirer. Public Liability Insurance cover must be for no less than $10 000 000. A copy of the policy must be forwarded to the Manager The Gym@CDU within 48 hours from confirmation of the booking.

In certain circumstances this requirement may be waived. The hirer will be advised of their obligation at the time of confirmation of the booking.

8. Refreshments

Catering Services – The “on Campus” caterers are to be given the first right of refusal for all occasions where catering services are required for functions held at Charles Darwin University.

No food or drink may be taken into the facilities without the prior express approval of the Manager The Gym@CDU. The hirer is responsible for ensuring that members comply with this condition.

Smoking is not permitted in any of the hired facilities.

Alcohol is only to be supplied/served/consumed in strict accordance with the Northern Territory Liquor Act and the Charles Darwin University Alcohol on Campus Policy. The Hirer must obtain all appropriate licenses and if required hire the appropriate number of licensed crowd controllers. The Manager Facility Services or Facilities Assistant will advise the hirer of the requirements at the time of making the booking.
9. **Erection of Temporary Ground Structures**

If temporary ground structures require the ground being penetrated deeper than 300 mms (eg star pickets, holes drilled etc) then a Dig Permit must be obtained.

The purpose of this application is to ensure adequate assessment is made of an area and permission to proceed is granted by the appropriate personnel to minimise disruption to campus services, minimise risk to the person digging and eliminate possible cable, hydraulic or irrigation damage.

10. **General**

Any unusual incident relating to the hire of the facilities is to be reported to the Manager The Gym@CDU on the first working day after the day of hire.

Excessive noise is prohibited. The Gym@CDU staff are authorised to order the hirer to lower noise levels or to cease all together.

Children must be under strict adult supervision at all times.

Any arrangement or contract for the hire of the premises may, at any time prior to the date for which the premises are hired, be cancelled as determined by CDU Amenities Limited and, upon returning to the hirer all moneys paid by them, CDU Amenities Limited shall not be liable to the hirer for damages or otherwise.

The acceptance by CDU Amenities Limited of an application for the hire of the premises shall not be construed as permission to use the premises for the performance of a copyright work without the consent of the owner of the copyright.

An authorised officer of CDU Amenities Limited or Charles Darwin University shall at all times have free access to any part of the premises.

Any person not complying with these conditions, committing any nuisance or offence, or misconduct themselves in any way, may be summarily expelled from the premises by an authorised officer of The Gym@CDU or an authorised officer of Charles Darwin University.

11. **Payment of Hire Charge**

The hire charge is normally due and payable as a confirmation of the booking prior to the date of the hire period. Cancellation in writing by the hirer will be accepted up to 48 hours prior to the date of the function and the full amount of the hire charge will be refunded less any cost incurred by the CDU Amenities Limited on behalf of the hirer. Cancellations after that time will result in the loss of prepaid deposits.

12. **Fire Safety**

Hirers must be aware of, and conform with the fire safety regulations. Every exit, passage, gangway and the immediate approaches to and from any exit door shall be kept entirely free from obstruction, whether permanent or temporary.

All carpets, matting or other floor and stair coverings in aisles or traffic ways shall be securely fixed to the floor.

All curtains covering doors, or in passages, must be hung so as not to reach the floor.

While the facility is in use, all exit doors must be able to be readily opened **without** the use of a key from the side towards which a person would approach the door seeking egress.

At the termination of the function all appropriate entrances and exit doors must be fully opened and the audience must be permitted to leave the place of entertainment through these doors.

13. **Name of Venue**

The hirer must ensure that the correct name of the facility, “The Gym@CDU”, is used when identifying the venue in publicity material and advertisements.

All advertisements and public announcements concerning functions to be held in University premises shall include the name of the organisation or person responsible for the arranging of the function.

The name of The Gym@CDU shall not be used alone, the specific facility name must be used in conjunction, eg: The Gym@CDU, Green 4, Casuarina Campus, Charles Darwin University.

The hirer shall make no statement in an advertisement which might imply that the function is conducted by or is any way connected with Charles Darwin University.
All on campus advertising for events and venues are restricted to sandwich boards and notice boards provided at various locations.

Advertising material and other notices affixed to buildings, columns, windows and other structures will be removed and all associated costs will be charged to the hirer.

14. Fee Schedule

All hire prices include GST.

Group Fitness room hire is $50 per hour

First Aid room hire is $5 per hour

15. Territory, State and Commonwealth Law

In signing the letter of application for hire, hirers are undertaking not to engage in any activity which will contravene a Territory, State or Commonwealth law, and are agreeing to obey all necessary licenses, exemptions, permits, consents or manner of things as may be required by law.