

# Venue Hire Procedure

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(Reconfirmation due 16 March 2023)

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## Purpose

This procedure establishes the conditions for booking venues owned or operated by the University that it chooses to make available for ad-hoc event hire to internal University users and external hirers including external visiting speakers.

## Applicable governance instruments

Instrument	Section	Principles
<i>Facilities, Infrastructure and Asset Management Policy</i>	1 Physical Assets Management	1.3
	2 Learning, Teaching and Research Space	2.2
	4 Facilities Access	4.2
<i>Academic Freedom and Free Speech Policy</i>	1 Right to Academic Freedom and Freedom of Speech	1.7 – 1.8
<i>Behaviour Policy</i>	1 Behaviour	1.1 and 1.4
<i>Health and Safety Policy</i>		1.1 – 1.3

## Procedure

### 1. General principles

- 1.1. The University welcomes hire of its venues to promote the pursuit of knowledge and contribute to Tasmania's cultural, social and economic development consistent with the University's mission and values.
- 1.2. The hire and use of University venues will:
  - a) Be consistent with all legislation, regulations, licensing and permit requirements as well as relevant University ordinances, by-laws, procedures and policies including the *Academic Freedom and Freedom of Speech Policy* and *Behaviour Policy*.

- b) Not cause unwarranted disruption or damage to the University, its assets or the local community.
- 1.3. The University will refuse venue hire if the content of speeches or messaging for the event:
- a) Is unlawful.
  - b) Prevents the University from fulfilling its duty to foster the wellbeing of staff and students. This does not include a duty to protect any person from feeling offended or shocked or insulted by lawful speech, but it will extend to a situation where content or messaging is determined to be for the purposes of intentionally humiliating or intimidating others.
  - c) Purports to be based on scholarship or research but which is determined by the University to be of such a low standard that it would be detrimental to the University's character as an institute of higher learning should it be held on University premises.
- 1.4. The University will not refuse venue hire, nor attach additional conditions to the venue hire, solely on the basis of the content of speeches or general messaging for the event.
- 1.5. Venues may not be hired for events that have the potential to replicate courses, units or activities already offered by the University.
- 1.6. The University may refuse to hire a venue to an individual or group where previous hire has resulted in wilful damage to a venue, or the behaviour of the event organisers or attendees was inconsistent with the University's *Behaviour Policy* or other applicable governance instruments.

## 2. Conditions of venue hire

The University has the right and responsibility to determine the terms and conditions upon which it shall permit the hiring of University venues. These include:

- 2.1. The University will prioritise its teaching and research activities in the consideration of Venue Hire requests and Venue Hire bookings will only be considered after release of the University timetable for the related teaching periods.
- 2.2. The University reserves the right to relocate an event to an alternative venue without penalty to the University or hirer if, subsequent to the initial booking, the venue is required by the University or circumstances arise beyond the University's control.
- 2.3. The University may refuse hire if it considers the requested venue is not appropriate for the hire purpose. This includes inappropriate capacity, not fit for purpose, likely adverse impacts on other campus users or not proximate to necessary support amenities.
- 2.4. The hirer will comply with the University's booking procedure including entering into a [Contract for Hire of University Venues and Stalls](#) and agreeing to the Terms and Conditions therein, and in doing so will be required to provide information relevant to the conduct of that event including any public safety and security issues.
- 2.5. Hirers of University venues will ensure that their activities on University property are managed in a safe manner through the identification, assessment and control of hazards and risks, and provide appropriate notification of any issues to the University and/or its security personnel. The hirer must ensure adherence to work health and safety standards.
- 2.6. The hirer will hold all insurances required by the University, including public liability insurance, and will provide evidence of insurances to the University upon request.
- 2.7. The hirer must ensure a Responsible Delegate aged 18 years or over is present at the venue for the duration of the hire to take responsibility to ensure compliance with all requirements and the Terms and Conditions of Hire.
- 2.8. It is the responsibility of the Responsible Delegate to assess the proposed risk of the hire activity.

- 2.9. The Responsible Delegate must complete the University's online safety induction for contractors, consultants and visitors (<https://www.onlineinduction.com/utasoi/>) and any campus/site/venue-specific inductions prior to commencement of the venue hire period.
- 2.10. The hirer, at its own cost, will keep the venue clean, tidy and restored to its original condition at the conclusion of the hire period and report any loss or damage to the University. Any alteration to the venue configuration may be made only following the consent of the University.
- 2.11. Beverages or food may only be brought, served or sold at the venue with prior agreement of the University. Where alcohol is to be consumed, an authorised University Liquor Permit must be obtained. In addition, for events where the alcohol is to be sold or a cover charge levied, a permit issued by the Tasmanian Commissioner for Licensing is required.
- 2.12. Hirers will admit patrons to the premises in accordance with the capacity of the venue advised by the University.
- 2.13. The University may, in its absolute discretion, appoint one or more University representatives or security personnel and/or undertake other measures at the hirer's expense to ensure safety for the event and protect the University's interests.
- 2.14. The hirer and their guests will comply with any instruction by an officer of the University or a University security officer relating to safety, maintenance of good order or compliance with the University's Terms and Conditions of Hire.
- 2.15. The hirer will be responsible for the maintenance of good order in and around the venue during the period of hire.
- 2.16. Unless prior approval has been sought, glass containers including drinking glasses and glass bottles are prohibited for events that are held outdoors on University property.
- 2.17. The hirer will comply with University requirements when advertising an event.
- 2.18. The University has a commitment to sustainability across all areas of activity on its campuses. Venue hirers are strongly encouraged to adhere to the Government of Tasmania's Sustainable Events Guidelines.
- 2.19. The hirer will give the University advance notice of the attendance of any regal, vice-regal or government representatives or any other dignitaries, to enable the University to ensure observance of appropriate protocols.

### **3. Fees**

- 3.1. External hirers will be advised in writing of charges payable prior to finalisation of the contract for hire.
- 3.2. Internal users:
  - a) will not be charged for use of venues within normal University business hours
  - b) may be charged a fee for hire outside of normal University business hours
  - c) may be charged a fee for additional venue support services where requested or necessitated by the nature of the event or the condition of the venue at the conclusion of usage.
- 3.3. Hirers with a venue hire account in arrears will not be eligible to book a University venue until outstanding monies are received.

#### 4. Disputes

The University's Executive Director Campus Services will be responsible for adjudicating disputes between the hirer and the University arising from, or in relation to any use/hiring of the venue, or from the Terms and Conditions of Hire.

#### Versions

<u>Version</u>	<b>Action</b>	<b>Approved by</b>	<b>Business Owner/s</b>	<b>Approval Date</b>
Version 1	Approved	Chief Operating Officer	Executive Director Infrastructure Services and Development	18 December 2020
Version 2	Approved	Chief Operating Officer	Executive Director Infrastructure Services and Development	9 February 2022
Version 3	Approved	Chief Operating Officer	Executive Director Infrastructure Services and Development	16 March 2023
Version 4	Minor amendment approved (position title change)	Director Governance and Compliance	Executive Director Campus Services	8 May 2023