

# **Venue Hire Policy and Procedure**

## **Section 1 - Preamble**

(1) Charles Darwin University ('CDU,' 'the University') is dedicated to the effective, safe, and efficient use of its facilities and resources by employees, students, and external groups. The University supports the use of its venues for quality teaching and learning, productive research, and safe and inclusive community activities which align with CDU values and policies.

# **Section 2 - Purpose**

- (2) The primary function of University venues is for the facilitation of accredited award and non-award teaching activities, including classes and examinations, which are managed in accordance with the <u>Timetable Procedure</u>. No adjustments to the academic timetable will be made to accommodate other internal or external use, unless approved by the Manager Timetabling and Examinations.
- (3) University venues serve a secondary function of facilitating other activities which are not managed under the <u>Timetable Procedure</u>. This document provides guidance on the appropriate use of University venues and spaces for:
  - a. meetings, forums and study activities organised by employees and students;
  - b. activities and events run by formally affiliated University student groups;
  - c. community events run by the University; and
  - d. external events run by external parties.

## **Section 3 - Scope**

- (4) This policy and procedure applies to all people and groups, both internal and external to the University, who book University venues.
- (5) This policy and procedure applies to all venues managed by the University, including meeting rooms, lecture theatres, auditoriums, computer laboratories, outdoor spaces, sporting facilities and performance venues.
- (6) Venue hire for accredited award and non-award teaching activities is primarily managed in accordance with the <u>Timetable Procedure</u>. However, all people and groups booking University venues are responsible for using venues appropriately as outlined in this document.

## **Section 4 - Policy**

- (7) University venues are the property of the University and are managed centrally to ensure the best outcomes for the University.
- (8) Organisers and attendees of all events must comply with the University's policies and procedures. Failure to comply with University policies and procedures may result in the venue hire arrangements being terminated with

immediate effect. This includes but is not limited to the:

- a. Code of Conduct Employees, which external parties must also adhere to;
- b. Code of Conduct Students;
- c. Work Health and Safety Policy;
- d. Alcohol, Drugs and Other Substances Policy;
- e. Smoke and Vape-Free University Policy; and
- f. Children on University Premises Policy.
- (9) Any person who contravenes University policies and procedures or breaches conduct standards may be expelled from the venue and University premises and the hirer will be liable for all applicable fees.
- (10) Where possible, CDU related bookings will take priority over external bookings.
- (11) The University may refuse any request for venue hire at its discretion. For example, if the proposed event is inappropriate for a University venue or is incompatible with the University's values and policies.

### **Types of Venue Hire**

#### **Standard Internal Venue-Hire**

- (12) Standard internal venue hire refers to the use of University facilities by employees and students for core University business or daily campus operations.
- (13) Hire is considered standard if the booking does not meet any criteria that would define it as a non-standard internal booking as outlined in this policy and procedure.
- (14) All standard internal venue hire bookings can be made via the <u>online booking tool</u> where available, or via other process approved by Property and Facilities until access to the online booking tool is available.

#### Non-standard Internal Venue Hire

- (15) Non-standard internal venue hire has additional requirements, such as:
  - a. more than fifty (50) attendees are expected;
  - b. alcohol is being served;
  - c. entry fees are charged;
  - d. the event is outside of University core operating hours;
  - e. the event is for an extended duration:
  - f. the event is to be attended by VIPs or children;
  - g. additional equipment or services are required; or
  - h. the booking is for a venue with additional set up or induction requirements, or which contain specialised equipment, such as:
    - i. Orange 3 Performance Theatre at Casuarina Campus;
    - ii. Red 02 GULWA | The Austin Asche Hall at Casuarina Campus;
    - iii. 1.11 and 1.12 Festival Learning spaces at Danala | Education and Community Precinct; and
    - iv. 1.01 Community Learning Space at Danala | Education and Community Precinct.
- (16) Non-standard internal events may have additional requirements. Property and Facilities are required to pass on contractor's fees where they exceed \$250, unless a fee waiver is in place.

#### **External Venue Hire**

- (17) External venue hire refers to hire by members of the public, and people and groups external to the University.
- (18) Senior Executive Team (SET) members may book CDU venues on behalf of external parties where venue hire provisions are articulated in a Memorandum of Understanding (MOU), partnership agreement or contract as outlined in this policy and procedure. All other external parties must be directed to the external venue hire request form.
- (19) External venue hire will be subject to venue hire fees determined by the University.
- (20) External booking requests may be escalated to the Director Property and Facilities prior to acceptance. The Director Property and Facilities may consult with University SET members on the nature and size of booking.
- (21) All venue hire requests from political parties must be reviewed by the Office of the Vice-Chancellor. Notwithstanding, all other clauses within this policy and procedure apply.
- (22) A security presence is recommended for all events where alcohol is being served, or where a risk assessment determines it is necessary. Security costs will be incurred by the hirer.
- (23) CDU reserves the right to implement additional risk controls, such as security, on external venue hire, at the cost of the hirer.
- (24) If any external booking request is for venue hire for a duration greater than six (6) months, the University may require the booking to be governed by a license agreement, lease agreement or similar agreement which must be entered into by CDU and the hirer. The hirer acknowledges that entering into such agreement may involve communication and negotiation with other University departments, including but not limited to the CDU legal team. The University should be consulted early to confirm availability or suggest alternatives.

## **Venue Hire Fees and Charges**

- (25) External venue hire is subject to fees and charges.
- (26) Hirers will be advised in writing of charges payable prior to finalisation of the contract for venue hire. The fees payable by the hirer shall be those set out by the University. The University, in its absolute discretion, may vary charges without notification.
- (27) Venue hire fees must be paid in full prior to the day of the booking. The booking will not be confirmed until fees are paid in full.
- (28) The hirer acknowledges that additional services such as cleaning and security, if required, are charged in addition to the venue hire fees.
- (29) Hirers with a venue hire account in arrears will not be eligible to book a University venue until outstanding monies are received.

#### **Waiving Venue Hire Fees**

- (30) Partner organisations may be eligible for venue hire fees to be waived where a MOU clearly articulates provisions for access to CDU venue hire facilities. The relevant executed MOU, partnership agreement or contract must accompany fee waiver applications.
- (31) Organisations that are endorsed by the Australian Tax Office as Not for Profit are entitled to a discounted rate for venue hire fees.

- (32) The University may occasionally waive venue hire fees if there are benefits to the wider community or the University. Requests for fee waivers or event endorsement must be requested via approved sponsorship and venue hire fee waiver processes and approved by the appropriately delegated employee or SET member. Evidence of an approved sponsorship or venue hire fee waiver must be provided to claim any benefits.
- (33) Requests to waive venue hire fees must be made for each individual venue hire booking. Blanket or ongoing waivers will not be considered unless clearly articulated in an MOU, partnership agreement or contract.
- (34) Fee waiver applications must be authorised prior to submission. The hirer is responsible for obtaining the appropriate authorisation.

## **Section 5 - Procedure**

## Making a Venue Hire Booking

## **Internal and External Bookings**

- (35) The University venues used primarily for accredited award and non-award teaching activities may only be booked in the current calendar year. All other venues should be booked as far in advance as possible.
- (36) The hirer must ensure booking requests include sufficient rehearsal, set up and pack down time.
- (37) The hirer must include a plan of the event specifics where there are complex requirements or there is expected to be a large number of attendees.
- (38) Bookings will not be confirmed until all the required information is provided.

#### **Internal bookings**

- (39) Bookings for employees are made via the venue hire services online booking tool.
- (40) Bookings for students relating to study activities must be made by their lecturer.
- (41) Bookings for CDU affiliated student group events must be approved by the Student Leadership Officer, Manager Campus and Community Activation or Director Student Engagement, or by an approved president of the affiliated group.
- (42) Venue hire is subject to availability. Bookings should be made as far in advance as possible. A minimum of two (2) working days' notice should be given for standard bookings. Non-standard bookings should be submitted as far in advance as possible.
- (43) CDU reserves the right to reallocate standard internal bookings where the hirer fails to occupy the venue within fifteen (15) minutes of the commencement time.

#### **External bookings**

- (44) Bookings by external parties can be made by completing a Venue Hire Request Form.
- (45) External bookings for meetings and small events are usually confirmed within five (5) business days. Booking requests for large events or events with complex requirements will require a minimum of twenty (20) business days' notice.
- (46) The University will review booking requests to:

- a. ensure the nature of the booking request is consistent with the University's values and policies;
- b. ensure a suitable venue is available:
- c. assess whether cleaning and/or security will be required; and
- d. assess the fee payable by the hirer to the University.
- (47) If a booking request is deemed suitable to proceed, an event contract will be issued to the hirer for execution by an authorised party.
- (48) The event contract must be executed and a booking confirmation received prior to promoting or advertising the event as being held at a University venue.
- (49) The event contract will specify the correct name of the venue using CDU's standard nomenclature for rooms. The hirer must communicate this information to attendees in full.

### Internal and External events serving Alcohol

- (50) If the booking involves the service of alcohol, the hirer must obtain written consent from the University via the booking request. The hirer may be required to provide further details, including but not limited to:
  - a. the type of alcohol being served;
  - b. quantity of alcohol being served;
  - c. how the alcohol is being served;
  - d. whether the alcohol is being sold to attendees or provided free of charge; and
  - e. if there is any alcohol management plan in place.
- (51) On reviewing the information provided by the hirer, CDU can, in its absolute discretion, accept or deny such request.
- (52) The <u>Liquor Act 2019 (NT)</u> ('The Act') prescribes that a liquor licence will be required for any event where more than two standard drinks per person are being served. The hirer agrees and acknowledges that it is their sole responsibility to understand their requirements under the Act, or other applicable legislation, which includes understanding if they are required to have a liquor licence.
- (53) The hirer agrees to comply with the liquor licensing requirements and all provisions under the <u>Liquor Act 2019</u> (NT) or other applicable legislation. A failure to comply with the requirements of the Act will result in the University terminating the booking with no notice.
- (54) The hirer will be required to provide evidence of their compliance with the Liquor Act 2019 (NT).
- (55) Security Services may be required for events where alcohol is being served. The University will make the necessary arrangements for Security Services however, the hirer must pay all associated costs.

#### Hire and use of the Performance Theatre at Casuarina Campus

- (56) Hire of the Orange 3 Performance Theatre at Casuarina Campus will be subject to additional permissions and supervision requirements, which may result in additional fees being incurred by the hirer.
- (57) Orange 3 is equipped with a Q-SYS venue operation system that allows for the hirer to control the standard audiovisual equipment. Use of specialised stage equipment, including but not limited to full lighting rig, wireless microphones and amplification technology must be undertaken by a qualified technician. Engaging a suitably qualified technician is the hirer's responsibility. Proof of qualification must be provided and approved by CDU.

### Hire and use of Red 02 - GULWA | The Austin Asche Hall at Casuarina Campus

(58) Provision and removal of floor protection is compulsory for all non-sporting activities and is the responsibility of the hirer.

#### Cancellation

- (59) Where a venue is no longer required, the hirer must ensure the booking is cancelled so that the space can be made available for others.
- (60) CDU reserves the right to apply part or all of applicable hire and/or associated fees if the hirer cancels the booking.
- (61) 50 percent of the hire cost will be applicable if the booking is cancelled within fourteen (14) days of the booking. Full hire fees apply if the hirer cancels less than seven (7) days of the booked date, even if the venue is not used.
- (62) CDU reserves the right to cancel the hire of University venues at its absolute discretion.
- (63) If a booking is cancelled by CDU through no fault of the hirer, reasonable efforts will be made to find a suitable alternate venue and/or reschedule to an appropriate time and date. If the University is unable to find a suitable alternative, the hirer will be refunded in full.
- (64) The hirer is liable for all hire and associated fees if CDU is required to expel the hirer and/or its attendees.

## **Roles and Responsibilities**

#### **Hirer Responsibilities**

- (65) The hirer must not engage in any activity which will contravenes any Territory, State, or Commonwealth law. The hirer agrees to obey all necessary licenses, exemptions, permits, consents, as required by law or instruction by the University.
- (66) The hirer is responsible for ensuring their event is safe and complies with all applicable health and safety regulations and legislation. For example, electrical safety, food safety, and safe management of outdoor spaces such as appropriate fencing.
- (67) The hirer must provide a plan for any event with complex requirements or where a large number of attendees are expected to attend.
- (68) The hirer must inform the University if the details of a booking change substantially after the booking is confirmed. The revised booking will be reassessed as if it is a new booking.
- (69) The hirer must ensure noise levels are kept at an appropriate level, and instructions from University security employees to reduce noise levels are followed.
- (70) The hirer must ensure that the space is left in a clean and safe condition, and that any safety concerns or cleaning requirements are clearly conveyed to University employees.
- (71) The hirer must take reasonable measures to prevent disturbance, nuisance, or offense to University employees, students and visitors, or neighbours of University premises.
- (72) The hirer must familiarise themselves with emergency evacuation procedures detailed in the venue. Every exit, passage, gangway, and immediate approach to and from any exit door must be kept free from obstruction.
- (73) The hirer is responsible for all arrangements involving food and beverages, including complying with the

requirements for the service of alcohol.

- (74) The hirer is responsible for delivering and removing any items for their event to and from the venue within the time booked.
- (75) The hirer is responsible for arranging qualified technology and audio-visual technician support and any additional furniture requirements and set-up/set-down labour. CDU technology including audio visual equipment must not be used without prior written consent by the University.
- (76) The hirer is responsible for event management arrangements where required.
- (77) The hirer must ensure rooms, equipment, and fittings are used only for the purpose stated on the room booking and that the room capacity guidelines are adhered to. Equipment or furniture may only be moved with the University's permission.
- (78) The hirer must notify the University in the booking request of invited VIP's, including but not limited to any Governor-General, Ministers of the Crown, Heads of State, or dignitaries. The University reserves the right to have nominated representatives attend any event and receive any VIP.
- (79) The hirer is responsible for ensuring appropriate security arrangements are in place for VIPs.
- (80) The hirer must seek consent in the booking request for the use of smoke machines, smoking ceremonies or naked flames in any University venue. The production or use of smoke may automatically trigger an emergency response. The hirer shall be responsible for any costs resulting from a false alarm caused by the hirer's actions or failure to act.
- (81) The hirer must seek consent in the booking request for any ground penetration such as those for tents, marquees, electrical, mechanical or other equipment.
- (82) The hirer must only use pin boards, display stands, sandwich boards (a-frames), poster stands, and picture rails for signage. All associated costs for the removal and damage of unauthorised advertising will be charged to the hirer.

#### Lecturers

(83) Lecturers are responsible for booking venues on behalf of students for legitimate study related activities.

#### **Senior Executive Team**

(84) The Senior Executive Team are responsible for reviewing venue hire fee waivers in accordance with this policy and procedure.

#### **Student Engagement team**

(85) The Student Engagement Team is responsible for booking venues for formally affiliated University student group events, namely the Director Student Engagement, the Manager Campus and Community Activation or the Student Leadership Officer.

#### **Property and Facilities**

- (86) Property and Facilities are responsible for managing the venue request and hire process, answering enquiries and providing information to prospective hirers.
- (87) Property and Facilities are responsible for maintaining venues to a suitable standard.
- (88) Property and Facilities are responsible for arranging cleaning and security services for non-standard bookings, where required, at the cost of the hirer.

- (89) Property and Facilities may arrange additional equipment where requested and approved in advance.
- (90) The Director Property and Facilities will report annually to the Senior Executive Team on venue hire fee revenue and fee waivers.

#### **Campus Security Services**

(91) Campus Security Services may be in attendance during the venue hire booking. In the event of emergency, CDU employees and emergency services are permitted access to the venue.

## **Liability and Insurance**

- (92) The hirer is liable for all actions, claims, proceedings, demands, losses, damages and expenses which CDU shall or may be or become or suffer in respect of:
  - a. damage to the venue or other property arising out of the event except to the extent it arises from the negligence or fault of CDU;
  - b. injury to or death of any persons arising out of the event except to the extent it arises from the negligence or fault of CDU; and
  - c. any breach of this agreement by the hirer.
- (93) CDU shall not be held liable for any injury or loss relating to the hirer or any attendees.
- (94) External bookings are required to take out Public Liability Insurance coverage for no less than \$10,000,000. Bookings will not be confirmed until the certificate of currency is provided.
- (95) CDU takes no responsibility for personal security or property of the hirer or attendees.

### **Event Contract and Relationship**

- (96) Nothing in the event contract confers on the hirer any rights as a tenant.
- (97) The relationship between the University and the hirer is one of licensor and licensee.
- (98) The hirer is responsible for ensuring that nothing in relation to the event shall imply that the event is conducted by or is in any way endorsed by the University, unless confirmed via Marketing.
- (99) The event contract will only be issued once all required information and documentation has been received by the University.
- (100) The hirer cannot sublet or allow any third party to use the venue.

#### **Breach of Policy and Procedure**

- (101) A written warning will be issued to hirers who breach this policy and procedure.
- (102) Hirers who breach this policy and procedure may be prohibited from booking venues at the discretion of the Director Property and Facilities.
- (103) Significant breaches will be subject to a further investigation and disciplinary action in accordance with CDU policies, procedures and any applicable legislation.

# **Section 6 - Non Compliance**

(104) Non-compliance with Governance Documents is considered a breach of the <u>Code of Conduct - Employees</u> or the <u>Code of Conduct - Students</u>, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the <u>Charles Darwin University and Union Enterprise Agreement 2022</u> and the <u>Code of Conduct - Students</u>.

(105) Complaints may be raised in accordance with the Complaints Procedure - Staff and Complaints Policy - Students.

(106) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the <u>Fraud and Corruption Control Policy</u> and <u>Whistleblower Reporting (Improper Conduct) Procedure</u>.

## **Status and Details**

Status	Current
Effective Date	25th June 2025
Review Date	25th June 2026
Approval Authority	Vice-Chancellor
Approval Date	25th June 2025
Expiry Date	Not Applicable
Responsible Executive	Rick Davies Vice-President Corporate and Chief Financial Officer
Implementation Officer	Anthony Hornby Director Property and Facilities
Enquiries Contact	Anthony Hornby Director Property and Facilities
	Property and Facilities