



EVENTS, ACCOMMODATION AND RECREATION

TERMS AND CONDITIONS

1. Confirmation of Bookings

- a) Until a booking is confirmed, the University Ltd ('the University') reserves the right to release the venue and proposed date of the function or event.
- b) To confirm a booking you must sign and return this form together with a deposit (non-refundable).
- c) A \$1000.00 bond is required for The Basil Sellers Theatre bookings, refundable at the completion of the function or event, if damage is not sustained to the University property during or as a result of the function or event, whether caused through your actions, the actions of your guests, contractors or sub – contractors, before, during or after the function or event.

2. Final Confirmation

- a) 50% of the total estimated expenditure must be paid to the University 28 days prior to the event date (non-refundable).
- b) Remaining total of the estimated expenditure – final numbers and payment must be paid to the University 14 business days prior to the event date (non-refundable).
- c) The University reserves the right to charge for the number of meals prepared in accordance with the confirmed numbers, even if fewer meals are served.
- d) If confirmed numbers are not received within the specified time, the numbers specified in the quotation will be taken as final.

3. Additional Charges

- a) The University may, at its discretion, apply an additional staff charge of at least \$50.00 for events of fewer than 20 persons. If this surcharge is to be applied the University will advise once final attendee numbers have been confirmed by the Client.
- b) Unless otherwise agreed in writing prior to the event, a labour surcharge of \$35.00 per staff member per hour (or part thereof) may apply if an event continues after midnight.
- c) Public Holiday Surcharge – A separate rate card is applicable to food, beverage and labour charges for any event held on a declared public holiday. For events extending into a Public Holiday, a surcharge of 15% will be applicable.
- d) If the event hours differ from those specified in the quotation, the University may apply additional charges for each additional hour, or part thereof.
- e) If no prior arrangements are made to hire AV equipment, additional charges will be applied if any AV equipment is required.
- f) Before accepting responses re dietary requirements for your catering, please contact the events coordinator to ensure we can accommodate your guests' needs and to establish if there are extra costs involved.

4. Cancellation Policy

By the Client

- a) All cancellations must be made in writing to the Events Coordinator.

By the University

- a) The University reserves the right to cancel bookings in its unfettered discretion

Payment(s)

- b) Payment in full is required 14 business days prior to the event unless an account has been arranged previously.
- c) Any additional charges or cancellation fees will be invoiced, payment of which is strictly 7 days from the date of invoice.
- d) The University reserves the right to require payment of a bond to be lodged prior to the function beginning.



5. Menu Arrangements

- a) All food and all beverages provided at the event must be supplied by the University.
- b) Neither you nor any of your guests, invitees or outside suppliers may bring food or beverages of any kind onto the premises without the University's prior written permission.
- c) Alterations to the menu and beverages to be served at the event will not ordinarily be possible within 10 days of the event.

6. Event Location

- a) If the room or location originally designated for the event or function is, or becomes, in the University's opinion, unavailable or inappropriate, the University may assign an alternative room or location for the event. Reasonable endeavours will be made to seek your approval for the new location.

7. Media

- a) All requests for media to attend functions or events at The University are required to be made in writing to the Events Coordinator. Approval must be granted prior to your function or event.

8. Advertising and Endorsement

- a) Unless specifically authorised in writing by the University, any advertising for conferences, functions or events must clearly indicate that The University is the venue for the event and in no way endorses and is in no way academically linked to your business or the conference, function or event.
- b) You must not sell or permit to be sold any programme or merchandise relating to the event, or conduct any advertising for the Event without the prior consent of the University, which consent may be granted or refused at the sole discretion of the University.
- c) You must not display any advertising material in the location or surrounds without the consent of the University, which consent may be granted or refused at the sole discretion of the University.

9. Set-up, Decorations and Damage

- a) You are responsible for taking all reasonable precautions to protect the venue, equipment, exhibits or other property of the University.
- b) No food or drink may be consumed on any carpeted area of the Sports Hall, any squash court or on the stage area.
- c) You are not permitted to alter any University building or land in any way without obtaining specific written permission. This includes but is not limited to: nailing, screwing, attaching adhesive, painting or drawing on any building surface, tree or fixture, covering any light, fire detection or power supply fitting, restricting access to any doorway, corridor, roadway or path.
- d) If applicable, you must advise The University clearly in writing where you are locating temporary toilets, structures or equipment and where you wish to insert any items into the ground such as pegs, poles or posts. You must not deviate in any way from any given approval, unless changes have been agreed in writing by the University.
- e) You may not disconnect or isolate any building safety device including smoke detectors or alarms.
- f) You may not hinder access to any emergency exit within the area. It is illegal to prop open any emergency access door unless an evacuation situation occurs.
- g) You must seek written approval from the University prior to using any displays and/or decorations, other than usual table decorations, for the event.
- h) Any damage caused to the University's property during or as a result of the event or function, whether caused through your own action, the actions of guests, contractors or sub-contractors before, during or after the function, will be your financial responsibility, but will exclude any reasonable wear and tear that can be reasonably expected to occur from the use of the University property in the normal course of business by you, your agent or invitee
- i) The University will not be responsible for any damage to or loss of merchandise or belongings located or left in any venue prior to, during or after an event or function. We therefore recommend that you arrange your own appropriate insurance.

10. Cleaning

- a) Unless otherwise specified in the quotation, you are responsible for cleaning the venue and must leave the venue in the state in which it was made available to you.
- b) If, in the University's opinion, the venue is left in an unsatisfactory condition, an additional cleaning charge may be levied.

BUL

Bond University Limited
14 University Drive, Robina QLD 4229, AUSTRALIA
Tel: +61 5595 4124 Fax: +61 7 5595 1759
bond.edu.au/events-centre

Client's Initials _____



11. Security and Safety

- a) The University reserves the right to insist upon the employment of any security staff it deems necessary at any event.
- b) Such staff will be arranged and directed by the University.
- c) You will be responsible for the cost of security officers attending the event and all security related expenses.
- d) You and your guests must follow all instructions from security personnel or other authorised officer(s) of the University including the liquor licence nominee, the Event Supervisor or other senior management member. You must comply with the University's Work Health and Safety policy; and any directions given by Officers of the Police, Fire Brigade or Ambulance Services.
- e) The University reserves the right to take immediate action, up to and including immediate termination of the event, if instructions are not followed.
- f) You must report any safety incident, including first-aid incidents, to campus public safety on extension 51234 and ensure that an incident report is completed.
- g) You and your Guests must not enter any office, kitchen, storage or operational areas of the location without express permission of the University.
- h) You must ensure that during the booking period nothing is done that overloads any electricity supply to the venue. Only personnel authorised by the University may adjust or otherwise maintain electrical plant, including air-conditioning.
- i) All electrical equipment identified as 'specified equipment' must be tag/tested according to legislative requirements.

12. Entertainment and External Contractors

- a) If you engage a band or other entertainment to attend within the University premises, the University may, in its sole discretion, stop, suspend or adjust the level of sound.
- b) You must ensure that any external contractor or supplier supplies a copy of a Public Liability Insurance Certificate of Currency with coverage of at least \$20 million (or more if requested by University).

13. Insurance

- a) You must effect and hold public liability insurance indemnifying you and the University:
 - a. For any legal liability with respect to personal injury or property damage arising directly or indirectly from use of the Venue and the location you and your guests and/or your invitees; and
 - b. For not less than the Public Liability insurance amount per occurrence during the Booking Period (or while you or your Guests or Invitees are at the location, if outside the booking period).
- b) You must also effect and hold any Workers' Compensation insurance required by Law for any person employed or engaged to be employed or engaged by you during the Booking period and the period for any license for getting the Venue ready for use.
- c) You must also effect and hold insurance covering you for loss or damage to any property which you bring into the venue. These required insurance must be on terms satisfactory to the University.
- d) It is the Client's responsibility to ensure that any External Contractor or Supplier has Public Liability Insurance with coverage of at least \$20 million; otherwise it is the responsibility of the Client to provide insurance coverage for these Contractors.
- e) The University may from time to time reasonably require a copy of the policy and a certificate of currency of insurance 28 days prior to the first approved activities, and nominate the University on any such policy as additional insured for their respective interests.

14. Indemnities and Limitation of Liability

- a) You will use and occupy the approved site and any part of it under this Agreement at your sole risk and you agree that, by this Agreement, the University is released to the full extent permitted by the law from all liability howsoever arising resulting from:
 - (a) any accident, loss, damage, injury or death to persons or property in the University, the approved site or any part of either of them whilst occupied or used by you under the provisions of this Agreement caused by you and your invitees; and
 - (b) any loss or damage suffered by any person or persons arising out of the exercise by the University of any right or discretion under this Agreement.
- b) The rights and powers of the University under this Agreement will not be deemed to impose upon the University any responsibility or liability for the activities in the approved site or any part of it and you will ensure that no such activity will bring the University or the Site into disrepute.



- c) The University does not give any warranty that the approved site is adequate and/or fit for the approved activities and you agree that you will satisfy yourself to such matters. The University will not be liable to you for any loss or damage howsoever caused arising wholly or partially from the approved site not being adequate and/or fit for the licensed activities.
- d) You shall not be relieved from any liability, obligation or duty to the University under this Agreement or otherwise by reason only of the fact that such liability, obligation or duty to the University under this Agreement or otherwise arose wholly or partially as a result of the acts or omissions of any employee of the University if at such time the employee was acting or performing work on behalf of, for the benefit of or under the direction, order, supervision or control of you.
- e) You are responsible for the acts, omissions and conduct of your guests as if they were your own acts, omissions and conduct.
- f) The University will not be liable in any event (whether in contract, tort or otherwise) for any consequential, indirect, incidental, special, punitive or exemplary damages, including without limitation any loss of profits, loss of goodwill or economic loss, even if the University has been advised of the possibility of such loss or damage.
- g) To the maximum extent permitted by law, the University's aggregate liability to you of any loss or damage, whether arising in contract, negligence or otherwise, will not exceed the total amount the University has actually received from you under this agreement.
- h) This agreement will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of Queensland and in and by the Courts of Queensland.

15. Special Conditions

- 1. You are not permitted to allow any University room or facility to be used for any illegal purpose.
- 2. Persons under the age of 18 may not be served or supplied with alcohol.

16. Basis of Agreement

- a) The University reserves the right to terminate any function or event without being held liable if you fail to observe or comply with directions from The University.
- b) Performance of this agreement is contingent upon the University's ability to complete the same and is subject to matters or events which are beyond the University's direct control.

17. Other Users of the Venue

- a) The University may ask you and your Guests to use a particular means of access to the Venue through the Location (for example to Co-ordinate the use of the Venue by multiple groups). In that event, you and your guests must use the means of access specified by the University.
- b) You and your Guests must not:
 - I. Disrupt the use and location by anyone else; or
 - II. Prevent other people from, or interfere with other people, accessing or using any common areas or other part of the Location.

18. Privacy

The University may collect your personal information so that we can administer your request to book the Venue at the Location for your event. We will not disclose your personal information outside of the University unless we are required to by Law or you have given your consent.

By completing and signing this form and returning it to the University, you give your consent to manage your personal information in the manner described in the University's Privacy Statement which may be viewed at <https://bond.edu.au/privacy>.



19. ADVISORY STATEMENT REGARDING ALLERGENS & INGREDIENTS IN FOOD

The University is committed to the provision of high quality food to its students, staff and visitors through the implementation of its Food Safety Program.

The Food Safety Program requires that we provide to you on request:

- Details of the ingredients of a product or food, if we have such information;
- If we do not have the information, notify you of that fact.

We are unable to guarantee that the food produced or served at this site is free of allergenic material.

Please be aware that at this site we prepare, cook and serve food that includes (without limitation) the following common allergens:

- **Cereal gluters** (i.e. wheat, rye, barley, oats) - contained in products such as thickened soups and sauces, crumbed food, beef and chicken burgers, tarts and bakery items.
- **Eggs and egg products, some of which may be unpasteurised** - contained in products such as egg sandwiches, mayonnaise, hollandaise sauce, desserts and bakery items, meat loaf and burgers and crumbed items.
- **Fish and fish products** – contained in products such as sushi, seafood soups and sauces. Anchovies in salads, pasta sauces, pizza and Worcestershire sauce.
- **Crustaceans and their products** – contained in products such as oyster sauce, fish sauce, seafood soup and other sauces.
- **Peanuts** – contained in products such as bakery items, satay sauce, nut mixes, breakfast cereals and confectionary items.
- **Other nuts, soybeans and seeds** – contained in products such as breads, bakery items and confectionary items.
- **Milk and milk products** – contained in products such as bakery items, deserts, crumbed foods, soups and sauces.

If you have any questions regarding the ingredients of any food served please contact a staff member.

As a private, not-for-profit organisation, the University is pleased to make its facilities available for this function or event. However, please note that in so doing, the University does not necessarily endorse or support the purpose for which the function or event is being held or, in any way, the opinions expressed by the function organisers.

Definitions

- a) Agreement: refers to this document;
- b) Booking period: is specified in the Agreement details;
- c) Client: is specified in the Agreement details;
- d) Deposit: means the amount shown in the agreement details;
- e) Event: is specified in the Agreement details;
- f) Guests: means Event ticketholders, Event attendees, your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons you allow or invite into the Venue whether expressly or impliedly.
- g) Location: means the Bond University premises as specified in the agreement details;
- h) Public Liability Insurance Amount: is specified in the Agreement details;
- i) Venue: means the part of the University specified in the Agreement details; and
- j) You/Your: means the Client.



BUL

Bond University Limited
14 University Drive, Robina QLD 4229, AUSTRALIA
Tel: +61 5595 4124 Fax: +61 7 5595 1759
bond.edu.au/events-centre

Client's Initials _____