

Special Conditions of Hire – Pandemic Conditions

“Pandemic Conditions”

The Hirer agrees to the following Pandemic Conditions.

1. Definitions

Capitalised words in these Pandemic Conditions have the same meanings as defined in the Hire Terms and Conditions unless otherwise stated.

2. Breach of Pandemic Conditions

- (a) These Pandemic Conditions are “Special Conditions” pursuant to clause 32 of the Terms and Conditions for Hire.
- (b) If the Hirer breaches these Pandemic Conditions, it is a breach of the Hire Contract and Curtin may cancel the event, shut down the event if it has already commenced and take action to recover any amount due.

3. Pandemic Safe Plan

- (a) As part of the Risk Assessment required under clause 18 of the Terms and Conditions, the Hirer must complete a COVID-19 Safe Plan (or equivalent for other pandemic) (**Plan**) for the event and provide it to the Event Staff at least 4 weeks before the Event Date.
- (b) Curtin may, at its discretion accept or reject the Plan or require changes deemed necessary for the safety of the event, the Curtin community or any Visitor.
- (c) It is a breach of the Hire Contract if:
 - (i) the Plan is unsatisfactory, not provided, or not provided within the time frame requested; or
 - (ii) if the Hirer fails to comply with its Plan.

3. Compliance with Government Directions and Curtin Policies and Procedures in relation to the pandemic

- (a) At all times the Hirer and the Event Organiser must comply with (and are responsible for ensuring all Visitors comply with):
 - (i) relevant directions from the Australian Government or the Government of Western Australia in relation to the pandemic (**Government Pandemic Directions**). In the case of COVID-19 these include the State COVID-19 Directions; and
 - (ii) any additional Curtin policy or procedure made to respond to the pandemic (**Curtin Pandemic Directions**) whether made before or after the date of the Hire Contract. The Hirer and Event Organiser acknowledge that the Curtin Pandemic Directions may impose a higher or stricter standard than the Government Pandemic Directions.
- (c) Event Staff can make checks at any time during the event (including bump in and bump out) to ensure that the Hirer and Visitors are complying with Government Pandemic Directions and Curtin Pandemic Directions.
- (d) Curtin may report any non-compliance to relevant authorities.

4. Curtin right to cancel or shut down the event

Curtin may cancel the event at any time if:

- (a) It is required or recommended under changed Government Pandemic Directions after the date of the Hire Contract.
- (b) It is required by any Curtin Pandemic Directions or management decision (in Curtin’s absolute discretion) made after the date of the Hire Contract.

Curtin agrees to waive any Cancellation Fee if the event is cancelled in these circumstances.

5. Curtin right to reduce maximum capacity for the event

- (a) Curtin may reduce the maximum capacity of any Venue at any time in response to Government Pandemic Directions or Curtin Pandemic Directions made after the date of the Hire Contract and will notify the Hirer promptly of that decision.

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- (b) The Hirer may cancel the event without incurring Cancellation Fees by notifying Curtin within 7 days (or such longer time as agreed between Curtin and the Hirer) of receiving notice from Curtin of the reduction of maximum capacity of the Venue. If the Hirer fails to notify Curtin within that amount of time, a Cancellation Fee may apply.

6. Additional Health and Safety Requirements

As a result of the pandemic, Curtin may implement any additional health and safety or cleaning requirements for the event. The Hirer must bear all costs relating to additional health and safety or cleaning requirements (including the costs of Curtin or Hirer staff appointed to complete the additional requirements). Examples of additional requirements include, but are not limited to:

- (a) Monitoring physical distancing or setting up venue to ensure physical distancing
- (b) Assigned entry and exit points.
- (c) Required messaging to attendees before the event and at the Venue (such as encouraging Visitors not to attend the event if unwell and to meet all directions with respect to physical distancing.)
- (d) Directional transit requirements.
- (e) Requirements for wearing additional personal protective equipment such as masks or gloves.
- (f) Requirements for washing or sanitisation upon entry/exit and before and after using toilet facilities and ensuring sufficient supplies and monitoring of stock and supplies for this purpose.
- (g) Requirements for Visitors to bring own labelled equipment or personal items.
- (h) Additional requirements for the Hirer to clean and sanitise equipment before and after use.
- (i) Closing of change rooms or showers.
- (j) Health screening of Visitors before admission to the Venue.

7. Eviction of any Visitor for not complying with Pandemic Conditions

- (a) The Hirer must refuse entry to any person who refuses to comply with these Pandemic Conditions and if they fail to do so, Curtin reserves the right to refuse entry to any person who refuses to comply with these Pandemic Conditions.
- (b) If any person refuses to comply with these Pandemic Conditions, Curtin may:
- (i) remove them from the Venue, including by engaging Curtin Security for this purpose or external authorities (such as the police) where required; and
 - (ii) cancel the event, shut down the event if it has already commenced and take action to recover any amount due.

8. Curtin right to acquire Visitor’s details

If required by Government Pandemic Directions or Curtin Pandemic Directions, Curtin may require all Visitors to register their name and contact details on entry to the Venue.

Curtin and the Hirer each warrant that they will not use any personal information collected under this clause for any purpose other than to comply with Government Pandemic Directions.

Accepted for and on behalf of the Hirer by its duly appointed officer

Signature	Name
	Title
	Date