



The Hirer agrees to the following Terms and Conditions.

The Hirer agrees to ensure that all Visitors adhere to these Terms and Conditions where they apply to a Visitor. Failure to comply with the requirements of these Terms and Conditions is a breach of the Hire Contract and Curtin will have the right to cancel the event (or shut down the event immediately if it has already commenced) and take action to recover any amount due.

1. DEFINITIONS

In this document:

Additional Hire Items means any item that the Hirer requests Curtin provide as part of the Enquiry or during the negotiation of the terms of the event between the Hirer and Curtin.

Curtin means Curtin University (ABN 99 143 842 569) of Kent Street, Bentley, Western Australia 6102.

Duty Manager means any Curtin staff member/s appointed to this role on the date of the event.

Enquiry means an enquiry to hire a Venue made by using the Event Enquiry form found on the Website.

Event Staff means any Curtin staff member assigned by Curtin to assist the Hirer with the event.

Event Organiser means a person appointed by the Hirer to organise the Event.

Event Date means the proposed date of the event.

Hazardous Substance means any material or liquid which in the opinion of Curtin is dangerous, toxic, explosive or objectionable.

Hire Contract means the contract provided by Curtin to the Hirer following an Enquiry.

Hirer means the person hiring the Venue.

Large Event means an event for 200 or more guests.

Supervisor means a person appointed by the Hirer to supervise all the on-site activity in relation to the event. This may be the Event Organiser.

Venue means a Curtin venue, room or sports field available to hire as described on the Website.

Visitor any third party (including but not limited to the Hirer's employees, contractors and agents) attending Curtin for the event or engaged by the Hirer or its contractor to run event, including the event's bump in or bump out.

Website means the Curtin Stadium website at www.stadium.curtin.edu.au

2. BOOKING PROCEDURE

(a) To make a booking, the Hirer must make an Enquiry and submit it to Curtin via the Website. For Large Events, the Hirer must submit the Enquiry at least 3 months before the Event Date.

(b) For a booking to be confirmed:

(i) Curtin will acknowledge the Enquiry by sending a Hire Contract to the Hirer which will include a quote for the event.

(ii) The Hirer must accept the Hire Contract and these Terms and Conditions by signing and returning it to the Event Staff and any Special Conditions by signing the Special Conditions.

(iii) The Hirer must pay Curtin a deposit equal to 20% of the total cost stated in the Hire Contract within the time specified in the Hire Contract.

(iv) The Hirer must agree to provide all additional supporting documentation to Curtin within the time frame specified in the Hire Contract including but not limited to the following (where relevant):

I. Evidence of public liability insurance required

by clause 7;

II. Any Risk Assessment required by clause 18;

III. Relevant Town of Victoria Park permits required by clause 19;

IV. APRA and/or PPCA Licences required by clause 28.

V. Liquor Licence required by clause 30.

(c) Subject to the details set out in the Hire Contract and these Terms and Conditions and any special conditions referenced in clause 32, Curtin grants to the hirer a licence and authority to use and occupy the Venue for the approved use only and the Hirer agrees to accept that licence on those terms.

3. SECURITY BOND

(a) The Hirer must pay Curtin a security bond (**Bond**) in the amount and by the time specified in the Hire Contract.

(b) Curtin may apply any Bond as it sees fit including, but not limited, to cover:

(i) Cleaning costs.

(ii) Repairs to any damage or loss at the Venue, or any other Curtin property or equipment.

(iii) Costs incurred due to the Hirer's delay in departing the Venue beyond the scheduled time.

(iv) Costs incurred by Curtin due to the actions of any Visitor to an event.

(v) Any other charges Curtin deems necessary in relation to the event.

4. FEES AND CHARGES

(a) Unless specified otherwise in the Hire Contract, at least 28 days before the Event Date, the Hirer must pay to Curtin:

(i) the total cost stated in the Hire Contract less any deposit already paid; and

(ii) any Bond required by Curtin.

(b) After the event, the Hirer must pay to Curtin any other charges, incidentals (including facilities, equipment, services, personnel or items provided by Curtin on the Hirer's behalf) or ongoing costs which it has incurred. Curtin may take these amounts from any Bond it holds or, if the Bond is insufficient, it will issue the Hirer with an invoice and the Hirer must pay the invoice within the time set out in the invoice.

5. CANCELLATION

(a) The Hirer must advise Curtin in writing if the Hirer intends to cancel a booking.

(b) If Curtin receives a cancellation request from the Hirer, or if Curtin is compelled to cancel the event (or shut it down) due to the Hirer's breach of these Terms and Conditions, it will issue the Hirer with a **Cancellation Fee** being a percentage of the hire fee and any expenses already incurred by Curtin at the request of the Hirer. The fee will be calculated according to the number of days notice given by the Hirer as set out in the following table:

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Number of days notice	Cancellation Fee
Less than 7 days from Event Date	100%
7 – 30 days from Event Date	50%
31 – 90 days from Event Date	20%
More than 90 days from Event Date	Nil. Curtin will refund any deposit paid less any expenses already incurred by Curtin at the request of the Hirer.

- (c) The Hirer must pay the Cancellation Fee within 7 days of receipt from Curtin.

6. PAYMENT PROCEDURES

- (a) The Hirer can pay any amount due to Curtin under the Hire Contract by the methods stated in the Hire Contract.
- (b) Unless otherwise expressly stated, all sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (c) If this any supply under or in respect of the Hire Contract it is subject to GST, and if the recipient of the consideration is liable to GST in relation to that supply, the Parties agree that the amount payable for that supply will be adjusted by the amount of the GST.

7. INDEMNITY AND INSURANCE

- (a) The Hirer agrees to indemnify and hold harmless Curtin and its officers, employees and agents and keep Curtin indemnified against all legal liability, actions, suits, proceedings, claims, demands, costs expenses, loss or damage directly or indirectly incurred by Curtin, its officers, its employees or agents as a result of or arising out of:
- any act, omission or breach or non-performance of these Terms and Conditions by the Hirer; and/or
 - liability incurred by Curtin to a third party as a result of any, omission or breach or non-performance of this Agreement by the Hirer.
- (b) Without limiting Clause 7(a) the Hirer will be solely liable for and will indemnify Curtin, its officers and employees against any liability, loss, damage, claim, suit, action, demand, expense or proceedings of any nature caused by any unlawful, wilful or negligent act, error or omission of the Hirer, or any Visitor, arising out of or in connection with any persons entry to the Venue, presence at Curtin or activities:
- Whether arising under any statute or at common law in respect of personal injury (which expression will include illness) to or death of any and all persons.
 - In respect of loss or destruction of or injury or damage to or loss of use of any and all property real or personal (including but not limited to the property of Curtin).
 - The Hirer's liability to indemnify Curtin shall be reduced to the extent that such liability, loss, damage, claim, suit, action, demand, expense or proceedings of whatsoever nature was caused or contributed to the act, omission or negligence of Curtin, or its officers, employees or agents.
- (c) The Hirer will obtain and keep Public Liability Insurance in an amount of not less than \$10,000,000 and will provide

the Event Staff with a copy of the policy or certificate of currency at least four weeks before the Event Date.

- (d) The Hirer must ensure that all third parties operating at an event (including but not limited to Event Organisers, sub-contractors, exhibitors or stall holders) obtain their own insurance and Curtin may require evidence of public liability insurance (or certificate of currency) from third parties involved in the event, before the Event Date.

8. VENUE CONDITION REPORT

- (a) The Hirer must complete and sign a Venue Condition Report (in the form provided by the Event Staff) on the Event Date and must advise the Event Staff of any existing issues at the Venue identified in the Venue Condition Report.
- (b) After the event, Curtin will complete an inspection and will advise the Hirer of any issues or damage or additional cleaning required at the Venue and may take any steps set out in these Terms and Conditions to issue additional charges to the Hirer.

9. CLEANING

The Hirer agrees and acknowledges that it must return the Venue to the state it was in at the time the Venue Condition Report was completed before the Hirer leaves the Venue, failing which the Hirer may incur additional charges. In addition to general cleaning and tidying, the Hirer agrees that:

- (a) It will not leave any rubbish including bags, boxes or bins at a Venue or in any carpark and will use the bins provided outside the main entrance. If the Hirer has excess rubbish, it will bag it and place the bags neatly next to the bins. If the Hirer has hired the following Venues, the Hirer also agrees in relation to that Venue:
- (Sports Field Venue)** The Hirer will pick up all rubbish from the event from the sports field.
 - (Undercroft)** The Hirer will sweep the undercroft area at the end of the event.
- (b) It will remove all decorations (including balloons and streamers and any helium balloons caught in the roof area of the Venue). The Hirer may incur an additional charge if Curtin is required to use lifting equipment to remove decorations from any above normal reach area after the event.
- (c) It must clean all mess or spills including those above normal reach height. The Hirer may incur an additional charge if Curtin is required to use lifting equipment to clean any above normal reach area after the event.
- (d) It must not affix any item to any part of the Venue, including walls, doors, windows, floors and drapes or netting. The Hirer may incur an additional charge if Curtin is required to remove, clean or resurface any area after the event. Blue-tac or adhesives are permitted for signs and posters but the Hirer may incur an additional charge if Curtin is required to remove sticky residue.
- (e) It will remove all large items it has brought into the Venue including pallets, boxes and containers.
- (f) It must immediately report any dangerous spills of corrosive or hazardous materials to the Duty Manager. The Hirer must follow, and ensure that its guests follow, any procedures put in place to contain and clean the spill as directed by the Duty Manager.
- (g) It must ensure that the event does not cause risk or inconvenience subsequent hirers of the Venue. If the

event creates fumes or odours, the Hirer must take reasonable steps to ensure that there will be minimal lingering effects, for example smells in air conditioner units.

10. PLAYING SURFACE

- (a) The Hirer acknowledges and agrees that:
 - (i) Curtin Stadium is a purpose built sporting facility with International Competition standard flooring (**Sports Flooring**).
 - (ii) The Hirer will incur an additional charge if there is any damage to the Sports Flooring and the Hirer acknowledges that repairs to the Sports Flooring might be extremely expensive due to the delicate and specialized nature of the surface.
 - (iii) High-heeled shoes and heavy soles are prohibited on the Sports Flooring (but are permitted on carpeted surfaces). The Hirer should encourage Visitors to remove their shoes if watching an event on Sports Flooring from the side lines.
 - (iv) The Hirer and its Visitors must not drag or push any sport or other equipment on the Sports Flooring (these items must be lifted over the Sports Flooring).
 - (v) The Hirer and Visitors may use trolleys with approved wheel size and loading to move heavy items.
- (b) For events held at a Venue with Sports Flooring, the Hire Contract will include a cost to cover the Sports Flooring with carpet tiles for the duration of the event.
- (c) The Hirer may incur additional charges if there is any damage to any carpet tiles due to negligence of the Hirer or their Visitors.

11. CHAIRS AND TABLES

- (a) The Hirer can hire tables and chairs from Curtin at an additional charge and can request Curtin set them up for a further additional charge.
- (b) The Hirer agrees to wipe down all tables and chairs at the end of the event and to otherwise ensure they are left in the manner and condition in which they were provided at the start of the event.
- (c) The Hirer may incur additional charges if tables or chairs are damaged during the event or if they are not properly cleaned after the event.

12. SMOKE DETECTORS AND FIRE ALARM SYSTEM

- (a) The Hirer must not use fire, candles, smoke or fog effects or any pyrotechnics without Curtin's prior approval.
- (b) The Hirer acknowledges and agrees that:
 - (i) (Even if approved by Curtin) smoke and fog effects may trigger the smoke detector or fire alarm system at the Venue.
 - (ii) The fire alarm and smoke detector system is fully automated and externally monitored.
 - (iii) The Hirer may incur an additional charge if Curtin or its external monitoring agency, or the fire department is required to disarm the fire alarm or smoke detector.
 - (iv) Curtin will not be held liable for any loss of hire time that occurs because a fire alarm or smoke detector is activated (whether malicious or accidental).

13. ADVERTISING AND USE OF CURTIN LOGO

- (a) The Hirer may only advertise and promote an event as occurring at Curtin Stadium:
 - (i) when the booking is confirmed pursuant to clause 2(b) of these Terms and Conditions; and
 - (ii) after Curtin has approved the distribution of any promotional, publicity or sponsorship materials.
- (b) The Hirer must separately obtain the approval of the Director, Curtin Marketing before using any Curtin logo in any form and must seek further approval if there are any changes to the initial approval. The initial request for approval must be in writing and must state:
 - (i) the purpose of the use of the logo;
 - (ii) the proposed format of the use of the logo, including any artwork which includes the logo; and
 - (iii) the date(s) or periods when the logo will be used.
- (c) If the Hirer uses the Curtin logo in an inappropriate or unauthorised manner, Curtin will ask the Hirer take reasonable steps to remedy the inappropriate or unauthorised use. If the Hirer does not take the required steps at all or within the time frame requested by Curtin:
 - (i) it is a breach of these Terms and Conditions and Curtin may take any action for breach, including cancelling the event and taking action to recover any amount due; and
 - (ii) Curtin may pursue any other legal action available to it to protect its intellectual property.
- (d) Curtin reserves the right to cancel an event if the Hirer has engaged with other sponsors that Curtin does not approve of (in its absolute discretion) or with whom Curtin has a conflict of interest.

14. BUMP-IN AND BUMP-OUT

- (a) For Large Events, and otherwise if required by Curtin, the Hirer must submit a move-in and move-out schedule to the Event Staff for approval 14 days before the Event Date. The Event Staff can assist the Hirer with the items that may need to be covered in schedule including time frames for: carpet tile laying, rigging, production set up, positioning and setting of tables and rehearsal.
- (b) Curtin will review the schedule within a reasonable time after receipt from the Hirer and will advise of any changes it requires to the schedule.
- (c) If, in Curtin's opinion, the proposed schedule is unsatisfactory or incapable of being met, Curtin will work with the Hirer to determine an appropriate schedule and allocate sufficient resources but reserves the right to cancel the event if the schedule is unacceptable.
- (d) The Hirer may incur additional charges if the schedule is not met and Curtin deems (in its absolute discretion) it appropriate to provide additional resources, people or equipment to facilitate bump in, the event or bump out.

15. WORK SAFE PROCEDURES

- (a) Curtin is bound by and enforces Worksafe WA's legal requirements.
- (b) The Hirer acknowledges and agrees that:
 - (i) Each person who accesses an exhibition area during the construction phase and dismantling of the stands must complete and demonstrate completion of Worksafe WA's mandatory "Construction Safety Awareness Training".
 - (ii) Each person who enters a "Construction Zone Area" (as defined by Worksafe WA) must hold the correct

permit (ordinarily called a "Blue Card"). Exhibitors only require this permit if they require access to the exhibition area during construction.

- (iii) Each Hirer and their key personnel and any contractor must complete a site induction with the Venue before the Event Date. Induction must be separately booked with the Event Staff and must occur a suitable time before the Event Date as specified by Curtin.
 - (iv) Without limiting the application of clause 33, all Hirers and Visitors must comply with all relevant Curtin policies and procedures with respect to Health and Safety and fire and evacuation procedures.
 - (v) It is the responsibility of each person working at the Venue to observe Work Safe guidelines and carry out their work in a safe manner.
- (c) If any person fails to comply with the requirements of this clause, Curtin may request them to immediately vacate the Venue. Curtin may evict any person who refuses to leave after being requested to do so and may engage Curtin Security or external authorities (such as the police) where required.

16. CONTRACTORS, SUBCONTRACTORS AND PRODUCTION COMPANIES

- (a) The Hirer must give Curtin full particulars of at least one Supervisor for the event who will be onsite at the Venue for bump in, during the event and bump out – this includes during the work of any the Event Organiser, freight forwarding company, security companies, rigging contractor and electrical contractor working on the event.
- (b) The Hirer must ensure that the Supervisor is authorised and has the capacity to make decisions and issue instructions to staff when it receives instructions or directions from Curtin.
- (c) All contractors working at Curtin, regardless of whether they are providing services directly to Curtin or are working for the Hirer (or their sub-contractor) must:
 - (i) Only use designated service entrances for the transportation of staff and materials in and out of the Venue.
 - (ii) At all times wear visible identification of their company and carry contractor's passes for entrance into the Venue.
 - (iii) Wear clothes and shoes that are appropriate and reasonable for the task being undertaken in line with the most up to date workplace safety legislation and practices.
 - (iv) Provide their own tools unless prior approval has been obtained from Curtin.
 - (v) If involved in bump in or bump out, wear high visibility vests and enclosed shoes at all times during bump in, bump out and at any time while on the loading dock and inside a Venue.

17. OCCUPATIONAL HEALTH AND SAFETY

- (a) The Hirer, its contractors and agents must comply with the Occupational Safety & Health Act 1984 (WA) and must ensure that all personnel contracted by them are aware of their responsibility for the health, safety and welfare of all employees and any plant or systems of work used at the Venue.
- (b) The Event Organiser is responsible for obtaining evidence

that the principle contractor (and their sub-contractors) and any Visitor who is an exhibitor have (among other things):

- (i) ensured the stability of stands and structures;
- (ii) implemented safe systems of work when using plant, materials, machinery and equipment at Curtin;
- (iii) provided proof of public liability and work cover insurance; and
- (iv) used a health and safety management system which includes undertaking and implementing suitable and sufficient risk assessment.

18. RISK ASSESSMENT

- (a) The Hirer must complete a Risk Assessment and provide it to the Event Staff at least 4 weeks before the Event Date.
- (b) The Risk Assessment must (at a minimum) cover the issues set out in the Risk Assessment Template which the Event Staff will provide to the Hirer.
- (c) All contractors will be required to provide the Event Organiser with a risk assessment for the construction and installation of the set up for the event. Principal contractors must supply the organiser with suitable and sufficient Risk Assessments and Method Statements whenever necessary. Curtin may require copies of such assessments and statements on request.
- (d) Curtin reserves the right to refuse access to contractors or sub-contractors and/or their equipment not considered of a suitable standard.
- (e) Curtin may request copies of Risk Assessment forms and Health and Safety Declarations. If these are not provided or are not provided in within the time frame requested by Curtin it is a breach of these Terms and Conditions and Curtin may take any action for breach, including cancelling the event and taking action to recover any amount due.

19. TOWN OF VICTORIA PARK REQUIREMENTS

- (a) If the Hirer is proposing an indoor or outdoor public event, it must notify the Town of Victoria Park - Environmental Health Services at least 2 months in advance and obtain the necessary information and required approvals or permits.
- (b) The Hirer must comply with the Town of Victoria Park's Environmental Health Services requirements in relation to events and concerts.
- (c) The Town of Victoria Park will inform Curtin separately of the permits the Hirer will require and the Hirer must provide these to Curtin before the event, failing which Curtin may cancel the event and take action to recover any amount due.
- (d) If the Hirer contravenes any aspect of a Town of Victoria Park permit or process during an event, Curtin will report the contravention to the relevant authorities and may end the event immediately.

20. FIRE AND SAFETY

- (a) The Hirer must comply with all fire and safety requirements of Curtin.
- (b) The Hirer must ensure that it does not hinder or obstruct any exit door or the operation of Curtin's emergency egress pathways and equipment.

21. MAXIMUM CAPACITY

- (a) The Hirer must comply with the maximum capacity

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- numbers for the Venue as advised by Event Staff.
- (b) If, during the event, it is evident to Curtin that the maximum capacity numbers have been breached, Curtin may evict Visitors and/or shut down the event immediately.
 - (c) If an event anticipates having more than 100 attendees, Curtin will require the Hirer to engage suitably qualified crowd controllers to be present for the duration of the event. As a guide only, the number of crowd controllers that Curtin ordinarily requires are:

Number of Attendees	Number of Crowd Controllers
1 - 99	To be assessed by Curtin depending on the nature of the event
100 - 199	2
200 - 299	3
300 - 399	4
400 - 499	5
500+	1 controller per 100 attendees

- (d) Any security firm engaged by the Hirer to provide crowd controllers must be acceptable to Curtin and appropriately inducted by Curtin in relation to Curtin policies and procedures.

22. APPROPRIATE USE OF THE VENUE

- (a) The Hirer shall not use the Venue (or permit it to be used) for any purpose other than for the purpose or purposes specified in the Hire Contract.
- (b) The Hirer must obey all instructions given by the Duty Manager or by Curtin with respect to of Curtin premises or the Venue and must ensure that its Visitors also comply.
- (c) Without limiting clause 31(a), the Hirer must adequately supervise and control all people attending an event (including during access to and from the Venue). Curtin may, at its discretion, specify mandatory behavior standards or levels of supervision.
- (d) The Hirer must ensure that no one climbs any structure at the Venue including without limitation any Curtin Stadium fencing or goal posts.
- (e) If any Visitor fails to comply with the requirements of this clause the Hirer must ask them to immediately vacate the Venue. Curtin may evict any person who refuses to leave after being requested to do so and may engage Curtin Security or external authorities (such as the police) where required. Curtin may also elect to shut down the event immediately.

23. CONSTRUCTION MATERIAL AND INSTALLATION

- (a) The Hirer must meet all local, state and federal statutory requirements and Australian Standards (including the Building Code of Australia) with respect to materials used, method of installation and structural fitness of any construction.
- (b) The Hirer must not install any temporary structure in a way that hinders or obstructs the operation of Curtin's emergency egress pathways and equipment.

24. DAMAGE

- (a) The Hirer must not damage the Venue or any part of Curtin's buildings or fixtures.
- (b) The Hirer must not make any alterations to any structure at Curtin.
- (c) The Hirer will reimburse Curtin for the cost of repairing or making good any damage to the Venue or the loss of any equipment arising out of or incidental to the Hirer's hiring of the Venue (including but not limited to damage caused by any Visitor).

25. PROHIBITED ITEMS

Each of the following are prohibited at the Venue:

- (a) Gambling.
- (b) Consumption of illegal substances.
- (c) Supply or consumption of alcohol, other than in accordance with clause 30.
- (d) Consumption of food or drinks in public spaces or carpeted areas.
- (e) Smoking - Curtin is a smoke-free campus.
- (f) Hazardous Substances other than in accordance with clause 26.

26. HAZARDOUS SUBSTANCES

The Hirer cannot bring any Hazardous Substance to Curtin without Curtin's prior written approval and if approved, only in accordance with the directives issued by Curtin with respect to the use, storage and disposal of the Hazardous Substance.

27. DELIVERIES

- (a) Curtin will not take delivery of any goods (and will not sign for courier deliveries) on behalf of the Hirer or any Visitor (including any exhibitor) for an event.
- (b) The Hirer must not arrange deliveries to Curtin before the time agreed for the hire of the Venue unless Curtin has approved storage space for the Hirer's items and the Hirer has authorized Curtin to accept delivery of items to the storage space without a signature.
- (c) Curtin will not accept responsibility for the safety of any item delivered to the Venue in the Hirer's absence.
- (d) The Hirer will indemnify and hold harmless Curtin and its agents from liability connected with delivery, receipt, transportation, placing, removal and storage of items.

28. MUSIC

If the Hirer intends to play music at the event, it must provide Curtin with a copy of their APRA and/or PPCA Licence, as applicable.

29. SECURITY

If the Hirer requires Curtin Security in any circumstances, the numbers are clearly stated at each Venue.

30. ALCOHOL

- (a) The Hirer cannot bring alcohol or alcoholic products to Curtin without Curtin's prior written approval and an externally granted liquor licence from the Department of Local Government, Sport and Cultural Industries (the *Department*).
- (b) The Hirer must request Curtin's approval to apply for a liquor licence by submitting a request to Event Staff at least 2 months before the Event Date.
- (c) The Hirer will require an Occasional Licence from the Department if it intends to sell liquor separately or by way of an inclusive charge for admission. To apply for an

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Occasional Licence, if approved by Curtin the Hirer will require a letter from Curtin to accompany the application to the Department. The Event Staff will provide the letter to the Hirer, if approved under clause 30(a).

- (d) The Hirer must provide Curtin with a copy of the appropriate liquor licence and proof of staff's Responsible Service of Alcohol before the Event Date.
- (e) The Hirer must:
 - (i) comply with all conditions imposed by the liquor licence;
 - (ii) only allow liquor to be consumed within the Venue specified on the liquor licence;
 - (iii) strictly comply with State Licensing Court provisions regarding the sale and consumption of liquor; and
- (f) Curtin can, at any time during an event, prohibit the sale and consumption of alcohol on its premises for any reason.

31. CHILDREN

- (a) The Hirer must ensure that children at the event are supervised at all times. Children involved in the set up or pack away of events must be supervised by parents, teachers or club officials as appropriate.
- (b) Curtin prohibits children under the age of 16 from accessing storage areas or loading dock areas.

32. SPECIAL CONDITIONS

If the Hirer accepts these Terms and Conditions, it also acknowledges and accepts any special conditions that modify these Terms and Conditions included in the Hire Contract or

provided by Curtin to the Hirer as a separate document for execution.

33. CURTIN POLICIES AND OTHER LAWS

- (a) The Hirer and its Visitors:
 - (i) must comply with all relevant Curtin policies and procedures, including but not limited to:
 - a. *Diversity and Equity Policy*
 - b. *Health and Safety Policy*
 - c. *Health and Safety Responsibilities Procedures*
 - (ii) must comply with all applicable standards, laws and regulations that apply to the event and the running of the event.
- (b) Curtin may change its policies and procedures at any time at its discretion.

34. NO EXCLUSIVE USE

- (a) Curtin has the right to enter the Venue or any part of it at any time.
- (b) Curtin reserves the right to use any other part of its premises for any purpose at the same time as the Hirer occupies or uses the Venue.
- (c) These Terms and Conditions do not create a tenancy between Curtin and the Hirer, nor is the Hirer entitled to assign the benefits of these Terms and Conditions or any rights given under them without the prior written consent of Curtin.