

# Space Hiring Policy

## Section 1 - Purpose and Context

(1) Western Sydney University's teaching and learning space is first and foremost for University teaching, learning and research purposes. However, to facilitate the life of the University community, and satisfy student and community service objectives, the University makes teaching and learning space available to hire for academic seminars, conferences, student activities, and community and commercial events when possible.

(2) This policy covers all University space and establishes a framework for the University to balance efficient and effective use of space with considerations of community access and engagement. It provides procedures to be followed for assigning space for use for events other than normal teaching, learning and research activities.

(3) The policy applies to all parties that utilise University space, including academic and professional staff, students and student associations, not-for-profit organisations, professional associations and memberships, and government and commercial entities.

(4) The policy is to be read in conjunction with the policies and documents listed in Section 5 - Guidelines below.

## Section 2 - Definitions

(5) For the purpose of this policy:

- a. allocated space - is space assigned to divisions, Western Sydney University The College, schools, entities or units on a semipermanent basis in order to carry out their day-to-day business;
- b. core business - is activity associated with the University's mission of teaching, learning and research, including lectures, tutorials, practicals, tutoring and endorsed student activities;
- c. cost recovery - is a determination by the University to meet some or all of the costs associated with the requested space hire;
- d. hiring fee - is the total amount charged to hire space on University campuses, and comprises the space hire fee and overhead costs;
- e. hiring party or parties - refers to any individual or group of individuals who require University space;
- f. overhead cost - is a charge levied for utilities, services, and equipment associated with space hire, including insurance, gas and/or electricity for heating or cooling, lighting, security services, room reconfiguration, cleaning, kitchen facilities, coordination management, and any additional costs that would be incurred for the requested usage;
- g. space - has the same meaning as in the [Space Policy](#);
- h. space hire fee - is a charge levied for the physical space required to host an event. It may include but is not limited to a building, sporting facility, or designated outdoor facility.
- i. timetabled space - is space defined on the corporate central timetabling system to facilitate bookings for the purposes of teaching, learning and research as well as space hire.
- j. University space - is any area within the University, or area wholly or jointly owned by the University.

## Section 3 - Policy Statement

(6) The following principles apply to the use of University space:

- a. existing space is to be utilised to best meet the changing needs of the University for teaching learning and research, however most space is available for hire;
- b. the hire of University space does not create any tenancy or partnership agreement between the hiring party and the University. The legal right to possession and control over the space remains vested in the University;
- c. the hiring of University space must not conflict in any way with the University's mission, goals or values, core business or damage or adversely affect the University's reputation.

## Section 4 - Procedures

### Part A - Space for Hire

(7) The University's hireable spaces are registered on the corporate central timetabling system or determined suitable by the Division of Infrastructure and Commercial.

### Part B - Hiring Fees

(8) The University will not charge parties who book allocated or timetabled space for core business through the casual room booking system where the space is used as indicated. Refer to the [Space Policy](#) and the [Timetabling Policy](#).

(9) All space hire bookings, other than for space to be used for core business, are subject to a fee unless the Vice-President, Infrastructure and Commercial or nominee specifically waives or subsidises the fee.

(10) The hiring fee categories are:

- a. Commercial: Responsibility for the commercial hire of space on University campuses resides with Commercial Services and Governance. Market rates apply and charges will include full cost recovery plus a commercial hire fee.
- b. Discounted: Responsibility for a discounted commercial hire of space on University campuses resides with Commercial Services and Governance. Multiple bookings, packages, or negotiated agreements may result in discounted charges; however, charges will include full cost recovery as well as a discounted commercial hire fee.
- c. Cost Remission: Fee waivers are based on merit and considered on a case by case basis, as approved by the Vice-President, Infrastructure and Commercial. The hiring party remains liable for overhead costs as determined by Commercial Services and Governance.
- d. Waived: Responsibility to fully waive the cost for hire of space on University campuses resides with the Vice-President, Infrastructure and Commercial or nominee and is facilitated through Commercial Services and Governance.

### Subsidy

(11) The hiring party may submit an application to Commercial Services and Governance for a subsidy in relation to the space hire fee where they can demonstrate one or more of the following criteria:

- a. The event:
  - i. is wholly or partly sponsored by the University;

- ii. will attract mainstream media coverage - print, television, radio (as arranged by the Office of Marketing);
- iii. satisfies an obligation to an existing educational and/or research partnership (such as a Cooperative Research Centre).

b. The event is likely to:

- i. generate a positive image of the University ;
- ii. generate future income; or
- iii. contribute positively to academic or student life, or community welfare.

(12) Commercial Services and Governance will make a recommendation to the Vice-President, Infrastructure and Commercial who may accept, reject or vary the recommendation and the decision is final.

(13) Where a subsidy is granted:

- a. the hiring party remains liable for overhead costs as determined by the Division of Infrastructure and Commercial;
- b. the subsidy is only valid for the duration of the event specified and should not be considered an ongoing arrangement;
- c. the University reserves the right to review the subsidy where circumstances change or the hiring party has not disclosed the full details of the space hire.

## **Part C - Space Hiring Applications**

(14) Commercial Services and Governance will coordinate all room bookings that are not related to the University's core business, and is the primary contact for the bookings.

(15) The hiring party is to complete and submit a Space Hire Application Form to Commercial Services and Governance, which includes all requirements for their booking.]

(16) The Vice-President, Infrastructure and Commercial will govern the application process, with no right of review of their decision.

(17) If an application is approved, Commercial Services and Governance will issue a Space Hire Contract which outlines the specific space hire information. The contract is to be signed and the original copy returned to Commercial Services and Governance prior to the space hire taking place. This contract will be deemed as written approval once executed by both the hiring party and the University.

## **Part D - Space Hiring Conditions**

(18) The conditions of space hiring, in addition to any particular conditions the Division of Infrastructure and Commercial specifies, are as follows.

### **University's Rights**

(19) The University retains the right to:

- a. enter the space at any time and to eject the hiring party for any reason;
- b. refuse a request for the hire of any space; and
- c. cancel any event without reason at any point, and will provide as much notice as possible.

(20) Under no circumstances is the hiring party to use the University logo without the University's written consent.

## Liability and Insurance

(21) The hiring party must:

- a. indemnify the University, its members, servants and agents from and against all liability for damages, costs, actions, claims and demands which may be made, sustained, suffered or recovered against it or them by any person for injury to person or property however sustained, when using, entering, leaving, within or near the hired space during the period of hire;
- b. provide to the University proof of:
  - i. Workers Compensation for their employees;
  - ii. Public Liability Insurance; and
- c. pay for any damage to University property brought about by persons and/or patrons related to the hire.

(22) The University accepts no responsibility for the hiring party's property, including equipment hired from external sources by or on behalf of the hiring party.

## Using the Space

(23) The hiring party will:

- a. only utilise space as explicitly defined in the contract issued by the University;
- b. comply with all University policies and procedures such as, but not limited to, the [Parking and Traffic Policy](#) and [Smoke-Free Environment Policy](#);
- c. comply with all relevant state and national legislation such as, but not limited to, the [Anti-Discrimination Act 1977 \(NSW\)](#);
- d. carry out their activities in such a way so as to avoid any interference (particularly by way of sound) with the normal University activities of the adjoining buildings;
- e. not use any space for any purpose that damages the reputation of the University;
- f. not use any space in any way that imperils any licence granted or insurance taken out in respect of the space or University;
- g. ensure that a performance or part of a performance is restricted to the space hired and will not take place outside the space hired without prior approval from Commercial Services and Governance;
- h. not permit any flame, explosive, or fuel to be brought into or used in any space, except as approved by Commercial Services and Governance, with endorsement from the Vice-President, Infrastructure and Commercial;
- i. ensure that firearms or other weapons are not brought onto University property.

## Additional Security

(24) Campus Safety and Security will determine any additional security measures required for space hire. The University will organise the additional security measures and the hiring party will meet all associated costs.

## Equipment and Facilities

(25) Commercial Services and Governance may grant written approval for the hiring party to use their own (or externally hired) equipment where it determines the equipment is compatible with existing systems and will not prejudice the space in any way.

(26) Hire of space may include use of the equipment and facilities as determined by Commercial Services and Governance.

## **Cleaning the Space**

(27) The hiring party is responsible for excess cleaning and rubbish generated throughout the hire and must clean all spaces at the end of the hire. Failure to comply with required cleaning will result in additional cleaning charges being passed on to the hiring party as determined by the University.

## **Capacity**

(28) Under no circumstances should the number of patrons exceed the stated seating capacity of any space on campus.

(29) In theatre-style venues, aisles and emergency exits must be kept clear at all times.

## **Food and Beverage**

(30) The consumption of food and drink is prohibited in University teaching spaces, unless special permission is granted. If special permission is granted to a hiring party:

- a. food and drink can be given to participants but must not be sold;
- b. the hiring party can make arrangements with a University preferred supplier to sell food and drink on their behalf.

(31) The University may approve the distribution or sale of alcohol at events on condition of the hiring party meeting statutory requirements and applicable liquor licences.

## **Event promotion**

(32) The hiring party must not promote the use of the space without receiving Commercial Services and Governance's written consent, which will only be granted once the contract has been executed by the hiring party and the University.

(33) Material advertising the use of the hired space, and/or invitations to the general public to attend functions or courses to be held in the hired spaces, must not contain statements which would infer that such events are in any way connected with or being operated by the University. The University has the discretion to request copies of any advertising material for the event.

## **Part E - Exemptions**

(34) Staff who wish to undertake core University business on any University campus should use the Casual Room Booking System.

(35) Students who wish to use facilities for core business can do so via Campus Life Officers.

## **Section 5 - Guidelines**

(36) The primary contact for bookings related to the University's core business of teaching, learning and research are timetabling unit personnel within the Office of Student and University Planning.

(37) The document links and policies that should be read or used in conjunction with this policy include the following:

- a. [Space Policy](#)
- b. [Timetabling Policy](#)

- c. Space Hire Application
- d. Space Hire Contract
- e. Casual Room Booking System
- f. [Health Safety and Wellbeing Procedures - Alcohol and Drug Control](#)
- g. [Parking and Traffic Policy](#)
- h. [Smoke-Free Environment Policy](#)
- i. [Children on University Premises Policy](#)
- j. [Discrimination, Harassment, Vilification and Victimisation Prevention Policy](#)
- k. [Anti-Discrimination Act 1977 \(NSW\)](#)
- l. [Equal Opportunity and Diversity Policy](#)

## Status and Details

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