

USE OF FACILITIES AGREEMENT 1.0

1. Use of Facilities

1.1 Subject to the payment to Monash University ("Monash") of the use fee and compliance with these conditions, the User is permitted to use the Facilities during the period of use stated above for the purpose of use stated above.

1.2 The user agrees in connection with its use of the Facilities that:

- (a) the User will only use the Facilities for the purpose of use stated above;
- (b) the User will comply with all health, safety, operational and other requirements notified to it;
- (c) there is to be no smoking whilst using the Facilities;
- (d) there is to be no alcohol consumed whilst using the Facilities unless Monash otherwise agrees in writing (and only to the extent otherwise agreed);
- (e) the User will be solely responsible for the supervision, control and behaviour of the group using the Facilities;
- (f) the User will be responsible and will pay Monash for any loss of or damage to any part of the Facilities (including, but not limited to, any property, fittings, furniture and equipment);
- (g) the User will leave the Facilities in a clean and tidy condition and pay to Monash any additional costs Monash may incur in cleaning the Facilities;
- (h) no poster, placard, sign or advertisement is to be allowed anywhere on or in relation to the Facilities without the prior approval of Monash;
- (i) the User will comply with all relevant laws;
- (j) to the extent that the User will share personal data with Monash (as that term is defined under the General Data Protection Regulation (EU) 2016/679), the User agrees to do all things necessary to ensure that Monash is able to process the personal data lawfully and in compliance with the General Data Protection Legislation.

2. Liability

2.1 Monash and its officers, employees and agents will not be responsible for any loss or damage to property, or illness, injury or death to any person, arising from or relating to the use of the Facilities by the User, except to the extent that such loss, damage, illness, injury or death was caused by the negligence of Monash or its officers, employees or agents;

2.2 The User hereby indemnifies Monash, its officers, employees and agents ("Those Indemnified") from and against all liability,

actions, claims, demands, damages and costs suffered or incurred by any of Those Indemnified, arising from any loss or damage to property, or illness, injury or death to any person, arising from or relating to the use of the Facilities by the User, except to the extent that such loss, damage, illness, injury or death was caused by the negligence of Those Indemnified.

2.3 Prior to the commencement of the period of use, the User shall take out appropriate insurance for the period of use covering all claims for which the User may be liable in connection with the User's use of the Facilities. The User shall provide to Monash a certificate from the insurer confirming the details of the User's insurance prior to the commencement of the period of use.

2.4 The User declares to have read and understood the document 'Safety information code of conduct for external personnel entering the Monash University Prato Centre' located on pages 3 to 5.

3. Fee and Cancellation

3.1 The User will be charged a non-refundable deposit equal to 30% of the use fee and this will be taken as booking confirmation.

3.2 If the User cancels or significantly reduces the booking between 90 to 30 days prior to the scheduled commencement of the period of use, the User may incur a late cancellation fee at the discretion of Monash of up to 50% of the use fee.

3.3 If the User cancels or significantly reduces the booking at any time within 30 days prior to the scheduled commencement of the period of use or fails to notify Monash of its non-attendance, the User may incur a cancellation fee at the discretion of Monash of up to 100% of the use fee.

4. Bond

4.1 If Monash requires a security deposit for the use of the Facilities, the User shall send that amount to Monash with the use fee. The security deposit will be held by Monash as security for any amount which the User may be liable to pay pursuant to these conditions. If the User is liable to pay any amount pursuant to these conditions, Monash may deduct that amount from the security deposit and refund the balance (if any) to the User. If it appears that the User has complied fully with these conditions, the security deposit will be refunded in full (such a refund is not to be taken as an admission that the User has complied with these conditions).

5. Authority

5.1 The person signing this agreement warrants that he/she is authorised to sign on behalf of the User and acknowledges that if he/she is not so authorised he/she will be personally liable.

SAFETY INFORMATION AND CODE OF CONDUCT
FOR EXTERNAL PERSONNEL ENTERING THE
MONASH UNIVERSITY PRATO CENTRE

(in accordance with art. 26 of D.lgs. [Legislative Decree] 81/2008 comma [par.] 1 lettera b)

The Employer

The Director: **Dr. Cecilia Hewlett**

the RSPP¹

Arc. Paola Bernardi

Last revision: 16/04/2015

¹ The “Responsabile del Servizio di Prevenzione e Protezione” is the person/s in charge of the protection and prevention service or the ‘Protection and Prevention Service Manager’ [Tr.N.]. Document prepared by Dott. Ing. Domingo Aragona and shared with Dott. Ing. Riccardo Patanè.

Preliminary remarks

The present set of information is drawn up by the Monash University Prato Centre in compliance and fulfilment of the Italian legal obligations to inform and coordinate as provided by art. 26 of the D.Lgs. 81/2008, and of all the regulations directly or indirectly connected with it.

The present information is therefore intended for firms and/or independent workers operating inside the Centre, as well as for all visitors and in general anybody, whatever their reason is for being inside the Centre.

The present information on risks does not extend to the risks peculiar to the activity of the contracting firms or of the individual independent workers (comma 3 art. 26 D.lgs. 81/2008).

The present information represents therefore the source from which to draw in order to inform external personnel on the risks existing in the Centre and on the code of conduct to be followed.

The present information will have to be updated and modified every time there are significant changes due to the risks peculiar to the activity of the contracting firms or of the individual independent workers, i.e. changes of such nature that they may give rise to dangerous situations that are not covered in the present version. Furthermore, the present information will have to be updated to satisfy any requirement that may arise from the possibility of hosting events involving specific risk factors.

Because of all of the above, the Employer of a firm called to operate inside the Monash Prato Centre is duty-bound to disseminate the present information (with any necessary addition) to its employees and to any firm he/she appoints to carry out any setting up or dismantling or finishing work, or any other work inside the Centre.

The proprietor of the firm called to carry out work at the Centre is therefore responsible for checking that the safety measures included in the present information are actually implemented by all those who operate on his/her behalf inside the Centre.

The Managers of the Centre, in turn, reserve the right, always and at any time, to prohibit any work deemed to be potentially dangerous for the occupants of the Centre or any work carried out without appropriate safety measures, and also reserve the right to request suitable declarations attesting the fulfilment of safety regulations.

The Centre is provided with an organization of its own to deal with emergencies and has an evacuation plan. Maps indicating the location of fire fighting equipment and escape routes are displayed in a number of places.

CODE OF CONDUCT FOR STUDENTS, ACADEMICS, CONFERENCE DELEGATES AND VISITORS

The following is prohibited anywhere on the Monash Prato Centre's premises:

- smoking or using naked flames;
- running;
- drinking and/or eating outside the specifically dedicated areas;
- stepping or climbing on railings/parapets, shelves, chairs, tables or furniture in general,
- obstructing, even temporarily, escape routes or safety exits with chairs, desks or furniture in general;
- impeding the easy reaching of protective equipment and/or the visibility of safety signs;
- using means of transportations, equipment or fittings belonging to the Monash Prato Centre without previous authorization from one of the managers of the Centre;
- overloading the electrical system by using extension cords or multiple plugs of one's own initiative;
- bringing in dangerous chemical equipment or substances, without previous authorization;

- entering without previous authorization areas other than the rooms, kitchens and bathrooms that are usually accessible;
- bringing in gas bottles of any kind;
- carrying out any working activity on behalf of the firm for which one is operating without the necessary individual safety equipment.

All visitors are invited to check the maps of the Centre showing the escape routes.

Any worker carrying out contracting work inside the Centre must always display their identification tag as provided by art.18 c.1 lettera u of D.lgs. 81/2008

Any activity that in order to be carried out requires a departure from the above code of conduct will have to be expressly authorized by the management of the Centre.

CODE OF CONDUCT FOR EVENT ORGANISERS

Prior to the holding of an event, the regulations set out for this specific purpose will have to be checked and endorsed.

- a) The start of any event is subject to the fact that the organizer has checked the areas allocated to the event and is also aware of the location of the escape routes and of the fire fighting equipment to be used in case of emergency.
- b) The event organizer will have to indicate expressly by name the person responsible for the event and the latter's telephone number will have to be provided to the Reception [*portineria*] of the Monash Prato Centre.
- c) Inside the Centre, the tradesmen will have to operate in compliance with all the safety regulations and only using tools and equipment belonging to them or provided by the organizer. Before going ahead with the setting up of the electrical, acoustic and lighting systems necessary for the holding of the event, the installers will have to ask the Centre staff for all the necessary information.
- d) Monash staff will not be able to lend or give in use, even temporarily, equipment or tools that belong to them (ladders, screwdrivers, electric tools etc.) to the installers.
- e) Any deficiency or fault encountered by the organizer that may prevent the smooth running of the event will have to be promptly communicated to the management of the Monash Prato Centre and, at the same time, appropriate decisions will have to be made.
- f) Any request that is functional for the proper outcome of the event will have to be made to the staff of the Monash Prato Centre, avoiding taking personal initiatives.
- g) The organizer is responsible both for the safety of the people attending the event and for the behaviour and the actions performed by the people who take part in the event, be they simple members of the audience, technicians or workers from external firms called by the organizer.
- h) At the end of the event, the premises that have been used will have to be handed back to the Monash Prato Centre in the same conditions of hygiene and tidiness as when they were taken charge of.

CODE OF CONDUCT FOR TRADESMEN AND SUPPLIERS

In addition to the code of conduct applying to the visitors of the Centre, tradesmen and suppliers of will have to comply with the following points

- a) assess the risks deriving from the carrying out of the planned work, taking into account the need to use means, tools and

- individual safety equipment suitable to the type of setting up or installation to be done;
- b) check the technical/professional qualifications of any subcontractor;
 - c) comply with the current regulations on hygiene and safety during the carrying out of the work;
 - d) always wear the identification tag as provided for by art.18 c.1 letter u of D.lgs. 81/2008.

INFORMATION ON THE RISKS EXISTING INSIDE THE CENTRE AND RELATED SAFEGUARDS TO BE ADOPTED

(art. 26 comma 1 lettera b of D.lgs. 81/08)

SITUATION	RISKS	PREVENTION MEASURE
Vehicles entering for loading and unloading operations	Running over somebody	Drive at walking pace, if necessary have someone help when manoeuvring
Carrying equipment or furnishings using the lift	Lift overload and subsequent jamming	Do not overload the lift beyond the allowed limits
Carrying equipment or furnishings using the stairs	Slipping and falling	Carry bulky loads with the utmost caution. If necessary use appropriate supporting tools
Parking of means of transportation and temporary storage of materials	Making immediate evacuation or immediate assistance impossible	Park cars and other means of transportation in the allocated spaces. Do not leave materials in such a way as to block or restrict the passage on the escape routes
Walking through the entrance area	Falling (at the same level) – stumbling because of uneven paving	Move with caution avoiding running – pay attention to signs
Standing on landings and going up and down the stairs - handrail	Falling (from high up) because of the unsteadiness of the handrail	On landings, do not lean against the railings. Only use the handrail as a help when going up - down the stairs
Ground floor – entering the rooms	Falling (at the same level) because of the differences in floor levels	Be very cautious – pay attention to the signs
Setting up of lighting and electrical systems	Electrical – fire	Use of equipment compliant with the specific regulations regarding electrical safety, and declaration that only compliant equipment has been used. Preliminary check that what is going to be done is compatible with the existing system. Possible issuing of a declaration of compliance for the system
Accessing the loft or high work areas	Falling from high up because of excessive load or the lack of appropriate railings	Before accessing such areas ask the Centre management for their express authorization
Arranging furniture (tables, chairs etc.)	Difficult exit in case of emergency	Compliance with the code of conduct – Compliance with the existing limits for the

		maximum number of people allowed
Setting up of buffets	Fire	Absolute prohibition to bring in gas bottles of any kind or easily flammable substances
Moving bulky equipment, furniture or work tools	Breaking glass panels (the existing panes are easily breakable) – damaging the Centre fittings or furnishings	Handle any bulky item with due caution
Using the terrace	Falling from high up	Do not lean against or sit on the terrace parapet
Smoking when relaxing	Fire	Smoking is absolutely prohibited inside the Centre and in all its areas under cover and/or in the open (terrace). Smoking is only allowed in the external areas (<i>piazze</i>) on the ground floor.
Using the electrical system of the Centre to connect PCs – printers or other small appliances	Electrocution - Fire	Using multiple plugs or extension cords without previous authorization is prohibited
Generic emergency with the need to evacuate the premises	Overcrowding of the premises – failure to know the location of the escape routes – lack of organization for the management of safety in case of emergency	Event organizers must be perfectly aware of the maximum number of people allowed in the individual rooms of the Centre and must take care on their own account of the management of safety, unless differently agreed with the Monash Prato Centre