USE OF FACILITIES AGREEMENT

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 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.