

Thank you for your enquiry to hire/use Charles Sturt University's (CSU) Faculty of Science & Health laboratories and/or specialist teaching facilities.

The following documentation must be completed for your application to be considered:

- 1. Agreement for Hire/Use of Charles Sturt University Faculty of Science & Health Facilities, including as attachments:
  - a. Proof of insurance of no less than \$20 million for Public Liability and \$10 million for Professional Indemnity for the Hiring Period; and
  - b. An indication of the qualifications and experience of the Hirer to undertake the intended purpose of the hiring; including work, health and safety compliance.
- 2. Schedule 1 Hire/use details
- 3. Schedule 2 Hirer/user of Charles Sturt University Faculty of Science & Health Facilities Risk Assessment
- 4. Schedule 3 Faculty of Science & Health Hirer/User induction form (the hirer/user will be required to complete induction on site at a time convenient to the hirer/user and their CSU staff member contact)
- 5. Schedule 4 Faculty of Science & Health Check List for Hirer/User of the Faculty of Science Laboratories and Specialist Teaching Spaces

For further information please contact your local technical area:

Area Technical Manager	Technical Area
Kylie Kent	Albury Wodonga & Port Macquarie
Jason Poposki	Bathurst, Orange and Dubbo
Joe Price	Wagga - Animal & Field
Charmaine Carlisle	Wagga - Life Science & Health



# AGREEMENT FOR HIRE/USE OF CHARLES STURT UNIVERSITY FACULTY OF SCIENCE & HEALTH FACILITIES BETWEEN

**CHARLES STURT UNIVERSITY** (ABN 83 878 708 551) of The Grange, Panorama Avenue, Bathurst, NSW 2795 ("CSU")

#### AND

Entity Name as listed for the ABN ('the Hirer/User') (ABN):

## IT IS AGREED:

#### 1) CSU's obligations:

CSU will:

- a) Hire/allow use of the premises and equipment as set out in Schedule 1 to this Agreement to the Hirer/User (the "Facility") on the dates and at the times and for the Intended Purpose of Hiring set out in Schedule 1; and
- b) Make available such additional support services as may be agreed in writing from time to time between CSU and the Hirer/User, on the terms and conditions set out in this Agreement.

#### 2) Hirer's/User's payment obligations:

The Hirer/User shall pay to CSU:

- a) The Security Deposit, if any, set out in Schedule 1 to this Agreement, at least 7 days before the Date of Hiring;
- b) The Cost of Hiring, if any, set out in Schedule 1 to this Agreement, within 30 days of receipt from CSU of a Tax Invoice for the amount of the Cost of Hiring; and
- c) Such other fees as may be agreed in writing from time to time by the parties for the supply by CSU of additional support services in accordance with clause 1(b), within 30 days of receipt from CSU of a Tax Invoice for the agreed amount.

If no monetary payment is required under Schedule 1 of this Agreement the parties hereby acknowledge that this Agreement is binding and that it is specified to be made in consideration of the mutual promises and the respective covenants and agreements herein contained, and for other good and valuable consideration.

#### 3) Termination of ongoing arrangements:

- a) This Agreement commences upon execution by both parties and continues for the Agreed Term, if any, specified in Schedule 1, unless:
  - i. Terminated in accordance with the terms of this Agreement; or
  - ii. Extended by written agreement of the parties.
- b) Either party may terminate this Agreement:



- i. At any time and for any reason by giving at least three (3) months' notice in writing to the other party;
- ii. Any time during the Term, by giving written notice of termination to the other party, upon the happening of any one or more of the following events:
  - 1. Where a resolution of the other party is passed or court order is made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law
  - 2. A receiver or manager or receiver and manager is appointed to the assets or undertaking of the other party or any part thereof; or
  - 3. If the other party fails duly and punctually to carry out any obligation on its part to be performed or observed pursuant to this Agreement and the failure is not rectified within thirty (30) days after service of a written notice on the other party specifying the nature of the failure and directing the other party to whom the notice is addressed to rectify the failure or cause the failure to be rectified.
- c) Termination of this Agreement will not affect any accrued rights of obligations of the parties under this or any other agreement. Any other agreement entered into between the parties will remain in effect according to their terms.
- d) Upon termination or expiry of this Agreement each party must return, or at the request of the other party, destroy all records, files, notebooks, correspondence and papers or documents (in machine readable form or otherwise) in its possession which belong to the other party, provided that each party may retain one copy in secure custody to the extent required solely for legal archival purposes.

#### 4) Relationship:

The relationship between CSU and the Hirer/User in respect of the Facility shall be one of Licensor and Licensee. Nothing in this Agreement shall confer on the Hirer/User any rights as a tenant.

#### 5) No warranty as to fitness for Intended Purpose:

The Hirer/User shall be responsible for satisfying itself that the Facility is fit and proper for the Hirer's/User's Intended Purpose (as set out in Schedule 1 to this Agreement) and that the Hirer/User will be able to carry out the Intended Purpose within the Facility in a safe manner. CSU does not warrant that the Facility is fit and proper for the Hirer's/User's Intended Purpose. CSU does warrant that the Facility is in good working order.



#### 6) Risk Assessment and related forms:

Prior to using the Facility the Hirer/User will:

- a) Carry out its own risk assessment of the Facility to ensure that the Facility is fit and proper for the Hirer's/User's intended purpose and that the intended purpose can be safely performed by the Hirer/User;
- b) As part of the Hirer's/User's risk assessment referred to in subclause (a) the Hirer/User will complete and deliver to CSU the CSU Faculty of Science & Health Hirer/User Risk Assessment in the form set out in Schedule 2 to this Agreement;
- c) Undertake an induction in respect of the Facility conducted by CSU and will complete and deliver to CSU an Induction Form as set out in Schedule 3 to this Agreement;
- d) Complete and deliver to CSU the Check List in the form set out in Schedule 4 to this Agreement.

#### 7) Compliance with work health and safety laws and CSU Rules:

When using the Facility the Hirer/User will:

- a) Ensure that the staff member representative nominated in Schedule 1:
  - i. Acts as the representative of the Hirer/User for the purpose of such day to day interactions with CSU's Division of Facilities Management as may be needed from time to time;
  - ii. Registers their mobile contact details with CSU Safe, CSU's mass messaging communication and Campus Security access platform (details available at https://www.csu.edu.au/division/facilitiesm/emergencymanagement/csu-safe)
- b) Comply with the requirements of the *Work, Health and Safety Act 2011 (NSW)* and the *Work, Health and Safety Regulations*, and shall use the Facility so as to ensure the health and safety of the Hirer's/User's workers in the Facility including:
  - i. Providing systems of work and work environments which are safe and without risks to health;
  - ii. Providing the information, instruction, training and supervision necessary to ensure the safety of the Hirer's/User's workers; and
  - iii. Making arrangements for the safe use and handling of substances.
- c) Comply with all CSU policies, procedures, guidelines and regulations (CSU Rules) related to work health and safety (WHS) in so far as they concern the use of the Facility and any related equipment and facilities including, without limitation, the CSU Faculty of Science & Health WHS procedures and guidelines. Without limitation to its obligations to comply with those CSU Rules the Hirer/User must, and must ensure that all its personnel:
  - i. Not wilfully or recklessly interfere with or misuse anything provided by CSU in the interests of health and safety.
  - ii. Not do anything that would place any person's health and safety at risk.



- iii. At all times remain aware of what they do at the Facility and how it may affect their safety and the safety of others.
- iv. Not use any equipment or perform any procedure unless they have been trained and authorised to do so.
- v. Ensure that children /minors at the Facility are fully supervised by responsible adults at all times and in all areas of the Facility.
- vi. Communicate: Ensure that if they are unsure or have any concerns for their safety or for the safety of others at the Facility, approach the University's Campus Services staff or CSU Security and request assistance.
- vii. Consult: Ensure that other users of the Facility are encouraged to raise any health and safety concerns with Campus Services Venue or CSU Security if the event is after hours or on a weekend.

## 8) Indemnity and limitation of liability:

- a) Nothing in this Agreement excludes, restricts or modifies the application of the provisions of any statute where to do so would contravene that statute or cause any part of this Agreement to be void.
- b) The Hirer/User will indemnify CSU and its officers, employees, agents and subcontractors against all actions, claims, demands, losses, damages, costs and expenses for which CSU or its officers, employees, agents and sub-contractors may become liable in respect of loss, damage, or injury to persons or property as a result of the Hirer's/User's use of the Facility.
- c) The Hirer's/User's liability for any claim arising from personal injury or death of any person or loss or damage to property will be reduced to the extent that such a claim is a direct result of a breach of this Agreement on the part of CSU, or any negligent act or omission of CSU and its officers, employees, agents and subcontractors.
- d) For the purpose of subclause (b) CSU will be or be deemed to be acting as agent or trustee for and on behalf of and for the benefit of its officers, employees, agents and sub-contractors from time to time and all such persons will to this extent be or be deemed to be parties to this Agreement.
- e) The right of CSU to be indemnified under this clause 8 is in addition to and not exclusive of any other right, power or remedy provided by law.
- f) CSU will not be liable in any circumstances for incidental, consequential or indirect losses of any nature arising from or in connection with this Agreement, including without limitation loss of profit, loss of revenue, loss of business opportunity, loss of reputation, economic loss, loss of contract, business interruption, loss of production, production stoppage, loss of data or indirect or consequential loss or special or indirect damage.
- g) To the maximum extent permitted by law and notwithstanding any other provision of this Agreement, CSU's maximum aggregate liability to the Hirer/User under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will be limited to the value of payments received.



#### 9) Insurance:

The Hirer/User must take out and keep in force for the period in which they are using the Facility:

- a) Public Liability Insurance in the amount of not less than \$20 million in respect of each and every occurrence.
- b) Professional Indemnity Insurance in the amount of not less than \$10 million in respect of each and every occurrence.
- c) Adequate workers compensation insurance for workers that conforms to statutory requirements.

The insurances required under this clause must be extended to any of the Hirers'/Users' subcontractors using the Facility.

## 10) Objectionable and dangerous activities:

CSU may at its sole discretion, prohibit any activity or function which is objectionable, dangerous, illegal or detrimental to the reputation of CSU. CSU reserves the right to remove any person from the premises immediately if their behaviour is deemed to be offensive, noxious, illegal, immoral, disorderly, riotous, and dangerous or in breach of any relevant law or CSU Policy.

#### 11) Compliance with laws and CSU Rules:

In addition to its obligations under clause 7 the Hirer/User is responsible for complying with all Commonwealth, State and Local government laws and regulations and all applicable CSU policies, procedures, guidelines and regulations (CSU Rules) in so far as they concern the use of the use of the Facility and any related equipment and facilities, including without limitation, such CSU Rules as relate to:

- a) Emergency drills and procedures;
- b) Discrimination and harassment;
- c) Parking and traffic;
- d) Privacy and personal information;
- e) Use of CSU's equipment and facilities; and
- f) Use of social media, email and electronic messaging.

Details of applicable policies, procedures and guidelines are available in the CSU Policy Library here: <u>https://www.csu.edu.au/about/policy</u>. CSU may advise the Hirer/User of new or revised CSU Rules from time to time.

#### 12) No smoking or consumption of intoxicating substances:

The Hirer/User acknowledges and agrees that:



- a) No intoxicating substances may be consumed by any person, including any officers, employees, agents, students and sub-contractors of the Hirer/User, in the Facility or any surrounding CSU premises or grounds without the permission of the University and only in accordance with relevant State laws; and
- b) CSU is designated smoke free under the *Smoke-Free Environment Act 2000* (*NSW*) and the Hirer/User shall ensure that it and any officers, employees, agents, students and sub-contractors of the Hirer/User comply with all relevant requirements of that Act.

#### 13) Public Nuisance:

The Hirer/User shall not use the Facility in such a manner as to create or contribute to any public nuisance. Any complaints received will be directed to Campus Security who will assess the situation and speak to the Hirer/User to ask that the noise or public nuisance be reduced in consideration of the campus community and local residents. The University reserves the right to evict the Hirer/User from the Facility and CSU premises if noise continues after the first warning.

#### 14) Group Organiser:

A group organiser must be nominated by the Hirer/User to CSU. The Group Organiser is responsible for the conduct of all guests in the Hirer's/User's group, including all students and invitees under the age of 18.

#### 15) Facility:

The floors, walls, or any part of the Facility shall not be written on or pierced by nails or other affixing methods. Furniture or equipment may not be altered or removed without prior approval of CSU. Passageways shall be kept free of obstructions at all times.

#### 16) Indemnity for repairs and reimbursement of additional out-of-pocket expenses:

- a) CSU accepts normal wear and tear of its Facility. The Hirer/User agrees to indemnify CSU for any loss or damage to the Facility other than normal wear and tear that occurs during the Hirers/Users use of the Facility and the Hirer/User agrees to pay to CSU any additional charges incurred by CSU for repair of any damage, beyond normal wear and tear caused to buildings, furnishing or equipment or for the removal of unwanted materials left after the Hirer's/User's use of the Facility.
- b) In addition to its payment obligations under clause 2, the Hirer/User agrees to reimburse CSU for any reasonable out-of-pocket expenses that may be incurred by CSU in relation to the Hirers/Users use of the Facility beyond that reasonably anticipated by CSU including extra cleaning services or overtime for an attendant or security.
- c) The Hirer/User shall pay any amounts due under this clause 16 within 30 days of receipt from CSU of a Tax Invoice for the amount due.



### 17) Right of access by CSU:

The Hirer/User agrees and acknowledges that CSU retains all usual rights of access to, from and between the areas comprising the Facility, provided that such access does not interfere with the rights granted to the Hirer/User under this Agreement.

## 18) GST:

Prices quoted are not inclusive of GST. Where a tax invoice is to be supplied by CSU this document will be GST compliant and shall provide the recipient of the supply, or where different the payer, with the necessary documentation as shall enable or assist that party in claiming or verifying any input tax credit, rebate or refund in relation to the GST payable under these arrangements.

#### **19)** Supervision and Control:

- a) The Hirer/User will be responsible for the maintenance of good order in the Facility and on any other part of CSU affected by the use.
- b) CSU will have control of the Facility at all times and may supervise access within CSU to and from the Facility.

#### 20) Advertising:

Advertising by the Hirer/User may refer to the Facility as the venue for the use but the Hirer/User may not otherwise refer to CSU or use the CSU logo without the prior written consent of CSU.

#### 21) Disputes:

- a) A party who has a dispute or claim arising out of this Agreement, or the breach, termination or invalidity thereof, must give written notice to the other party specifying the nature of the dispute.
- b) The parties must seek to resolve the dispute within ten (10) business days of the date of the notice, or longer period agreed between the parties.
- c) If the dispute is not resolved within ten (10) business days or within such further period as the parties agree then the dispute shall be referred to an expert mediator appointed by the Australian Commercial Disputes Centre in accordance with the ACDC Mediation Guidelines as present in force (which are deemed incorporated) and in accordance with the following terms and conditions:
  - i. The number of mediators shall be one (1); and
  - ii. The place of mediation shall be Sydney, Australia, unless otherwise agreed by the parties.
- d) If the dispute has not been resolved within ten (10) business days of being referred to the expert mediator or longer period agreed, then either party may terminate the mediation process by written notice to the other party.



- e) This clause 21 will not merge on completion.
- f) The parties must continue to perform their obligations under this Agreement, despite and during any dispute resolution or mediation conducted under this clause 21.

### 22) Notices:

- a) Unless otherwise stated in this Agreement, all notices to be given under this Agreement must be in writing, and hand-delivered, posted or faxed to the contact address set out in Schedule 1 or as otherwise notified in writing.
- b) Service of any notice under or relating to this Agreement will be sufficiently served if:
  - i. Signed by or on behalf of the party giving or making it and addressed to the relevant party at the relevant contact address;
  - ii. Delivered personally to the party to be served or sent by facsimile, in which case it will be deemed to be received on the day of transmission provided that it is sent before 5.00pm on a business day and is otherwise deemed to have been received on the next following business day; or
  - iii. In the case of an email:
- (A) On the day the email was confirmed to have been sent to the email address of the recipient; or
- (B) If the time of dispatch of an email is not on a day, or is after 5.00pm (local time) on a day in which business generally is carried on in the place to which the email is sent, it will be taken to have been received at the commencement of business on the next day in which business is generally carried on in that place.
  - iv. Sent by prepaid post, in which case it will be deemed to be received on the fourth business day after posting,

and any such mode of service will be in all respects valid and effectual notwithstanding that the party on whom service is effected may be in liquidation, bankruptcy or wound up.



Executed as an Agreement

**SIGNED** for and on behalf of **CHARLES STURT UNIVERSITY** by its duly authorised officer In the presence of:

..... Witness signature

Witness name (print)

SIGNED for and on behalf of

(Third Party User) by its duly authorised officer In the presence of:

Witness name (print)

Signature

Position

Date

Signature

Position

Date



## SCHEDULE 1

**Hire/Use Details** 

## 1) Facility being hired:

- a. Campus:
- b. Building Number:
- c. Room Number:
- d. Additional equipment (if applicable): .....
- .....
- 2) Date of Hiring:
- 3) Time of Hiring:
- 4) Intended Purpose of Hiring:
- 5) Cost of Hiring:

Payment Required	No Payment	
Amount:	 	

- 6) Security Deposit: Nil
- 7) Once off booking Ongoing arrangement

Agreed Term (for ongoing arrangements):

- 8) Contact address, phone and email:
  - a. For CSU: .Name, Address, email, phone number
  - b. For the Hirer/User: Name, Address, email, phone number and mobile number



## **SCHEDULE 2**

# Risk Assessment for Non-University Organisations Hire/Use of Faculty of Science & Health Facilities

Where space on this form is insufficient attach a separate sheet and indicate in appropriate place.

Organisation Name:			Group Organiser:	
Location:			Expected Duration:	
Campus-	Bd-	Rm-		
Description of Use:				

#### **Special Approvals:**

Has approval been obtained from the following? Please attach as appropriate.

	ls approva	I required?	Are documer	nts attached?
Ethics in Human Research Committee (EHRC)	🗌 yes	🛛 no	🗌 yes	no
Animal Care & Ethics Committee (ACEC)	🗌 yes	🛛 no	🗌 yes	🗌 no
Institutional Biosafety Committee (IBSC)	🗌 yes	🛛 no	🗌 yes	🗌 no
Radiation Safety Committee (RSC)	🗌 yes	🛛 no	🗌 yes	🗌 no
Chemical Safety Committee	🗌 yes	🛛 no	🗌 yes	🗌 no
Office of the Gene Technology Regulator (OGTR)	🗌 yes	🛛 no	🗌 yes	🗌 no
Australian Quarantine Inspection Service (AQIS)	🗌 yes	🛛 no	🗌 yes	no
Other:	🗌 yes	no	yes	no

#### Are additional risk assessment forms required?

	Are forms required?		Are forms attached?	
Hazardous substances	🗌 yes	🛛 no	🗌 yes	no
Microorganisms	🗌 yes	🛛 no	🗌 yes	🗌 no
Solar UV radiation	🗌 yes	🛛 no	🗌 yes	🗌 no
Ionising radiation	🗌 yes	🛛 no	🗌 yes	🗌 no
Other:	🗌 yes	🗌 no	🗌 yes	🗌 no



#### **Risk Score Matrix**

<u>SEVERITY</u>		LIKEL	IHOOD	
How severely could it hurt someone	How likely is it to be that bad?			
or				
how ill could it make someone?				
	++ VERY LIKELY Could happen at any time	+ LIKELY Could happen sometime	- UNLIKELY Could happen, but very rarely	VERY UNLIKELY Could happen, but probably never will
Kill or cause permanent disability or ill health	1	1	2	3
III Long term illness or serious injury	1	2	3	4
Medical attention and several days off work	2	3	4	5
! First aid needed	3	4	5	6

#### Priority (taken from the risk score matrix)

#### 1 = Urgent

- Act now
- Notify supervisor immediately
- Supervisor to notify OHS

#### 2 = High Priority

- Act Now
- Notify supervisor today
- Supervisor to notify OHS

#### 3 = Medium Priority

- Action required this week
- 4
- = Low Priority
  - Hazard may not need immediate attention

#### 5/6 = Monitor Risk

• If hazard increases in risk, take action

**Hierarchy of Control** 

(Remove the hazard)

(Reduce Exposure)

(Work methods)

supervision etc)

coverall etc)

(Equipment / materials)

(Work Practice - Training, signage,

(e.g. Gloves, glasses, respirator,

Elimination

Substitution

Isolate

Redesign

Administration

**Personal protection** 



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<b>F</b>	Assessment		Controls/Safety
List all possible hazards	Risk Score	Priority	Precautions
Working in the laboratory /specialist teaching space	3	medium	Facilities and equipment comply with appropriate Australian Standards.
Emergency Incidents	3	medium	Practitioner completes a WHS induction before commencing work in the facilities.
			Campus security are contactable 24 hours/day for emergencies.
			Facilities emergency notification system is regularly tested and annual trial evacuations are undertaken.
Manual handling and slips, trips and falls	3	Medium	Facilities maintained as per FOSH laboratory facility cleaning and maintenance guidelines.
			Floors and walkways are maintained clear of trip hazards.
			Spills are cleaned up immediately and appropriate signage is available to put out.
			Practitioner in charge to instruct students in the safe manual handling and to supervise students during workshop.
			Practitioner to ensure students are educated in correct body positioning for self and simulated patients to minimize musculoskeletal strains, sprains and overuse injuries.
Medical Incidents			Facility has a first aid kit.
	3	Medium	Practitioner in charge to call an ambulance if required.
			Practitioner in charge to fill in an incident report.
Contamination of waste streams e.g. biological,	4	Low	Practitioner in charge to follow FOSH Waste Guideline and the waste disposal flowchart for FOSH Facilities
clinical, general			Practitioner in charge to instruct students in waste disposal as per FOSH Guidelines and to supervise students during practical classes.
Injuries to students acting as patients	5	Monitor	Practitioner to ensure the students are familiar with and check all relevant contraindications and precautions to assessment and treatment procedures with their peer 'patients' and that they gain consent for the assessment and treatment procedures.
Equipment Use e.g. electrical bed and hoist	4	Low	Qualified practitioner to supervise and instruct students in correct use of equipment.
			Electrical testing and tagging completed annually.

#### Approvals:

	Name	Signature
Practitioner		
Facility Manager		



## **SCHEDULE 3**

# Induction Form for Non-University Organisations Hire/Use of Faculty of Science & Health Facilities

Facility	Campus	
Facility Manager	Organisation Name:	
School Affiliation	Group Organiser:	
	Date of this record:	

Risk Management	Emergency procedures, equipment and evacuation plan: local risk register	
Emergency procedures	First aid kit and nearest First Aid Officer	
Local Safety procedures	Safe Operating Procedures Manual	
	Risk Assessment folder	
	Facility Manual	
	Facility checklists and inspection records	
Security and Access	Access requirements: normal and after hours, cardex requirements; photo id: emergency contact numbers	
Waste Management	Waste Disposal Procedures	
Chemical Management	Chemicals register	
	Safety Data Sheet location	
	Chemical Storage Guidelines and locations of storage areas for classes of chemicals	
Hazard and Incident reporting	Hazard and incident reporting process	
Staff facilities	Location of meal room, toilets, kitchen	

I have undertaken the facility induction, read the appropriate manuals and procedures and understand my obligations outlined by the regulations and the Facility Manager	Inductee:	Date:
I have inducted into the facility and authorise them to access to the following areas	Facility Manager	Date



## Schedule 4

## Check List for Non-University Organisations Hire/Use of Faculty of Science & Health Facilities

- 1. Signed Agreement for Hire/Use of Charles Sturt University Faculty of Science & Health Facilities Form, including as attachments:
  - a. Proof of insurance of no less than \$20 million for Public Liability and \$10 million for Professional Indemnity for the Hiring Period; and
  - An indication of the qualifications and experience of the Hirer to undertake the intended purpose of the hiring; including work, health and safety compliance.

2.	Completed user/hirer details (schedule 1).	
3.	Completed and signed risk assessment form for Non-University Organisations hire/use of Faculty of Science & Health Facilities (schedule 2).	
4.	Complete or scheduled on-site WHS induction with CSU staff member.	
5.	Signed induction form for non-University Organisations hire/use of Faculty of Science & Health Facilities (schedule 3).	
6.	Signed check list for non-University Organisations hirer/user of Faculty of Science & Health Facilities (schedule 4).	

I .....) have completed all items on the check list.

Signed......Date.....Date.....