

## Functions on Campus (FoC) Terms and Conditions

**Application** means either a Functions on Campus Eform or an Application to Hold a Function on Campus.

**Functions on Campus Eform** means an Application to hold a Function on campus by Eform submission

**Application to hold a Function on Campus** means an Application to hold a Function on campus by paper/email submission

**Function** includes staff, student or external social, cultural, fundraising or sporting events.

**Function Organiser** means the organization or person/s making an Application.

**Venue** means the specific area in a building or grounds on the University campus where the Function is proposed to be held.

### Applications

1. The Director of Facilities and Services (Director), on behalf of the University, will consider an Application for the purpose or purposes expressed in the Application Form.
2. The decision of the Director is final and a refusal to approve a Function will only be reviewed or reconsidered at the discretion of the Director.
3. The Function Organiser must provide any additional relevant and timely information to the University to assist with the approval of the Function.
4. The University may not approve an Application outside of the specified timeframes.
5. The University may notify the Function Organiser if a core University activity or function, such as teaching or exams, becomes apparent after approval to hold a Function is given. In this event, the University will give as much notice as possible to the Function Organiser, but is not liable for any loss or liability incurred as a result.
6. The Function Organiser acknowledges and agrees that the University is entitled to access the Function at all times and enforce these terms and conditions. For the avoidance of doubt, the University may immediately cancel a Function if it is discovered to be in breach of these terms and conditions.
7. The Function Organiser will not imply or state that the Function is conducted by, endorsed by, or is in any way connected with the University, without the written consent of the University.
8. The Function Organiser agrees to hold the Function for the purpose identified in the Application. If the Function is found to be contrary to the stated purpose, the Function Organiser may be banned from making any future Applications for a period as determined by the Director.

### Venue

9. The Function Organiser must have approval to hire or use the Venue for the purpose or purposes expressed in the Application and must provide confirmation when submitting their Application.
10. If the Function Organiser is not sure of the person who may give approval for a Venue, please contact the Functions on Campus team at [functionsoncampus@anu.edu.au](mailto:functionsoncampus@anu.edu.au)

### **Advertising**

11. All advertisements and public announcements concerning a Function must include the name of the Function Organiser.
12. All advertising for Functions must be approved by the University. Please note the Function Organiser may not:
  - a. state or imply that the University approves or endorses the Function; and/or
  - b. promote or encourage the consumption of alcohol; and/or
  - c. use ANU branding without the written consent of the University.

### **Compliance**

13. The Function Organiser must ensure that the Function and the invitees adhere to all relevant ANU policies, procedures. For further information or reference, see:  
<https://policies.anu.edu.au>
14. Any person found not complying with ANU policies and procedures, or committing any nuisance or offence, or in any way misconducting themselves while attending a Function, may be removed from the Function or the University by an authorised officer of the University.
15. The Function Organiser must procure all necessary licences and permissions for the right to perform any work in which intellectual property subsists at its expense and must, if so required by the University, produce evidence to the satisfaction of the University that such licences and permissions have been granted. Permission to hold a Function may not be construed as a permission for the performance of a copyright work without the consent of the copyright holder.
16. The Function Organiser will observe and comply with the provisions of all Acts, Statutes, Rules and Regulations which are applicable to the Function.
17. The Function Organiser must comply with all reasonable directions of the University or an authorised officer relating to occupational health, safety and security in effect at the Function (including the University's smoke free workplace policy and building capacity loads),

### **Liquor**

18. The Function Organiser must ensure that it conforms with all applicable laws, regulations or by-laws of the relating to liquor, including but not limited to:

ANU Liquor Statute 2015 at:

<http://www.anu.edu.au/cabs/statutes/liquorstatute>

Where an ACT government liquor permit or licence is required refer to Access Canberra at:

[https://www.accesscanberra.act.gov.au/app/answers/detail/a\\_id/1654/kw/liquor%20permit](https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/1654/kw/liquor%20permit)

### **Music or live bands**

You may require clearance and a licence for any music or film/videos performed or played at Functions. It is the responsibility of the Function organiser to ensure compliance to correct licensing and clearance requirements. For more information see <http://apraamcos.com.au/music-customers/licence-types/event-licences/> and <https://www.screenrights.org/screen-audiences/screenrights-licences/> or ensure that you have an appropriate licence from the rights owner of the media that you are using.

Refer to Environment Protection Authority (EPA) at:

[https://www.accesscanberra.act.gov.au/app/answers/detail/a\\_id/3149/~environment-protection](https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/3149/~/environment-protection)

### **Food Safety**

Refer to:

<http://health.act.gov.au/datapublications/fact-sheets/food-safety>

### **Additional Services**

19. The Functions on Campus team may be able to assist with additional services for a Function, including the provision of temporary power, street or oval lighting; cleaning, security; and/or traffic co-ordination subject to agreement by the Function Organiser to meet the cost for these additional services.
20. The full cost of additional services may not be known until after the Function, and in the event that additional services are required, the University may require a sum to be deposited as security for such costs. Payment for any additional services must be paid within fourteen (14) days of receipt of the date of the final cost advice.

### **Liability**

21. The Function Organiser will be liable for:
  - a. damage to the Venue, the University's property or grounds;
  - b. any cleaning required at the Venue; and/or
  - c. security or fire brigade call outs due to the Function.
22. Such additional amounts will be payable to the University within fourteen (14) days of the date of the cost advice.
23. The Function Organiser must ensure that there is no damage to the landscape as a result of the Function. Weights or sandbags must be used when erecting tents or marquees as no pegs may be driven into the ground.
24. The Function Organiser must not allow any behavior to take place which, in the view of the University, is unsuitable, objectionable or dangerous.

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25. The University will not be liable for any loss or damage to the property of the Function Organiser or attendees.
26. For its own protection, the Function Organiser must ensure that all food vendors or entertainment providers or third parties have adequate, current insurance policies. Written evidence of these must be attached to the Application before approval for a Function will be given.
27. The Function Organiser must, at the conclusion of the Function, or within such reasonable time after as necessary, restore the Venue to a clean and tidy condition, provided that the University may, at its option, carry out such work as is deemed necessary to restore the Venue to such a condition at the expense of the Function Organiser. Any costs incurred will be payable to the University within fourteen (14) days of the date of the cost advice
28. The Function Organiser will pay for any loss or damage to University property or the Venue as a result of the Function including any loss or damage to fittings, furnishings and fixtures by attendees. Any such loss or damage may be repaired or replaced by the University at the expense of the Function Organiser.

#### **Indemnity**

29. Except to the extent caused directly by ANU's negligent act or omission, the Function Organiser agrees to:
  - a. Indemnify the University and its officers, employees and agents against all losses, claims, damages and liabilities which arise out of any breach of these terms and conditions, or any act of or conduct (including negligence) by the Function Organiser, its personnel and/or attendees; and
  - b. Warrants that it has and will maintain insurances to cover any liability it may incur in relation to these terms and conditions and, if requested, will provide certificates confirming insurance cover to the University.