



JOONDALUP CAMPUS

270 Joondalup Drive, Joondalup
Western Australia 6027
☎ 134 328

www.ecu.edu.au

ABN 54 361 485 361 CRICOS IPC 00279B

21 January 2019

Secretariat for the Review of Freedom of Speech
Quality and Access Branch
Higher Education Group
Australian Department of Education and Training
GPO Box 9880
Canberra ACT 2601

By Email: freedomofspeechreview@education.gov.au

Dear Secretariat

Review of Freedom of Speech in Australian Higher Education

I refer to the letter from the Hon Robert French AC to Professor Chapman, Vice-Chancellor, Edith Cowan University (**ECU**) dated 29 November 2018, requesting information of relevance to the independent review of policies supporting freedom of expression and intellectual inquiry in Australian higher education (**Review**).

Whilst I understand that the letter predominantly requests information that is not publicly available, some references and links to publicly available documents have been included to provide you with a comprehensive overview of ECU's approach to freedom of expression and intellectual enquiry and to assist you to locate the relevant documents.

ECU's approach to freedom of expression and intellectual inquiry

1. ECU strongly supports the right of all students, staff, and visitors to its campuses to engage in freedom of expression and intellectual inquiry, provided that such activities are consistent with ECU's values, and our teaching and research activities.
2. ECU's approach to expressive conduct and academic freedom by students, staff and visitors can be understood by reference to documents which are publicly available on ECU's website. These are:
 - (a) the *Edith Cowan University Enterprise Agreement 2017*, which sets out ECU's commitment to the principles of protecting and promoting intellectual freedom within ECU;
 - (b) the *Edith Cowan University Act 1984* which states that a function of ECU is to promote critical and free enquiry, informed intellectual discussion and public debate within ECU and in the wider society;
 - (c) ECU's Lands and Traffic By-Laws¹;

¹ This document is available on ECU's website at <http://www.ecu.edu.au/centres/strategic-and-governance-services/our-services/policy-and-legislation/university-statutes-rules-and-by-laws>.

- (d) ECU's Facilities Hire Policy²;
- (e) ECU's Miscellaneous Room Bookings Policy³; and
- (f) ECU's corporate governance policies, including its Code of Conduct, Social Media Policy and Media Policy.

Requested information

3. ECU's response to the information requested in the letter is set out below (adopting the same numbering as in the letter).

Item 1: Statutes, regulations or by-laws relating to expressive conduct by staff or students or persons visiting the university to deliver speeches, lectures or otherwise engaging in public discussion

4. ECU's Lands and Traffic By-Laws govern the actions of persons who attend ECU's campuses (whether as a student, staff member or visitor). In particular, these By-Laws prevent all persons from doing any of the following without ECU's authority:
- (a) behaving in a manner which is likely to interfere with the enjoyment of any other person who is, or may in the future be, on ECU's lands, or which interferes with the present or future enjoyment of any person on ECU's lands;
 - (b) arranging, advertising or taking part in a fete, concert or other performance on ECU's lands; or
 - (c) arranging, advertising or taking part in public speaking or preaching, unless such public speaking or preaching is allowed by law or practice.

Item 2: Administrative codes, policies or principles relating to the above

5. A person (including a student, staff member or visitor) who wishes to deliver a speech or lecture or otherwise engage in public discussion on an ECU campus, may apply to hire an ECU facility in order to do so, subject to the academic timetable, which takes priority over such hiring.
6. ECU has two policies governing the hiring of its facilities:
- (a) a Facilities Hire Policy, which governs facilities hire for commercial purposes and sets out the discounted rates of hire available to certain persons and organisations (including certain students, staff, educational institutions, and charitable and not for profit organisations); and
 - (b) a Miscellaneous Room Bookings Policy which governs room bookings for non-commercial purposes to facilitate normal business outside of ECU's core academic programs (including staff meetings, seminars, training programs and general teaching requirements).
7. To facilitate the effective operation of the Facilities Hire Policy, ECU has *Work Instruction 2.3.3.13: Facilities Hire*, which outlines our internal processes for

² This document is available on ECU's website at <http://intranet.ecu.edu.au/staff/centres/facilities-and-services/policies-procedures-work-instructions-and-plans/campus-operations-and-resources>.

³ This document is available on ECU's website at <http://intranet.ecu.edu.au/staff/centres/facilities-and-services/policies-procedures-work-instructions-and-plans/campus-operations-and-resources>.

assessing and granting facilities hire applications, and for managing the hiring process.

8. As the work instruction is an internal document, it is not publicly available on ECU's website. Accordingly, a copy of the work instruction is **enclosed** with this letter.
9. In accordance with this work instruction, when assessing a new application to hire an ECU facility, ECU will:
 - (a) review the application and all supporting information;
 - (b) make contact with the relevant Schools and/ or Centres and confirm the suitability of the applicant's application if it is considered that the applicant or proposed use of the facilities has the potential to conflict with ECU's values or teaching and research activities; and
 - (c) if the applicant or proposed use of the facilities is found to be inconsistent with ECU's values or teaching and research activities, this finding will be escalated to the appropriate manager who will then liaise further with the applicant.
10. ECU will generally apply greater scrutiny to applications in circumstances where ECU proposes to offer the applicant a discount to the hiring fee, as such discount may be viewed as ECU's implied endorsement of the person or organisation and the information being disbursed.
11. ECU has formal Venue Hire Terms and Conditions which apply to all facilities hire applications, a copy of which is **enclosed** with this letter. Under these terms and conditions, all advertising material and handouts are required to be approved by ECU prior to distribution.
12. ECU maintains a Facilities and Services Centre - Business Risk Register to identify, document and manage the risks to which its facilities and services centres are exposed, including risks associated with the hiring of ECU's facilities. **Enclosed** with this letter is an extract from the 2017/2018 Register. The Register is currently being reviewed and updated, however as at the date of this letter the 2019/2020 Register has not been formally adopted.
13. ECU recognises that, in addition to expressive conduct on campus, students, staff and visitors may engage in freedom of expression and intellectual inquiry through social media platforms. ECU encourages and supports the responsible use of social media by students and staff and recognises the importance of these social media tools and platforms as a means of communication. ECU has adopted various policies and guidelines in relation to the responsible use of social media by students and staff, as discussed below.

Item 3: Any of the above categories which deal with the topic of academic freedom

14. ECU is committed to the principles of protecting and promoting academic freedom within the University.
15. ECU requires that persons who communicate ideas, facts, views and opinions do so in a professional and ethical manner and in a way that does not harass, vilify, intimidate or defame others or ECU in accordance with ECU's Code of Conduct and other corporate policies.

16. ECU actively encourages its staff members to engage with the media in their area of expertise, and implements a number of procedures to ensure that such interaction is appropriate in the circumstances and does not negatively impact the reputation of ECU.
17. ECU's commitment to academic freedom is outlined in its Enterprise Agreement and the *Edith Cowan University Act 1984* (refer to paragraph 2 above). ECU does not have a standalone policy that deals exclusively with academic freedom as it considers the right to academic freedom is adequately protected by its existing policies and procedures.
18. ECU's Social Media and Media Policies govern a variety of circumstances which may be relevant to the right to academic freedom, including the making of public and private statements in relation to political or social matters by staff members⁴.
19. ECU has adopted Guidelines for the Responsible Use of Social Media, which are set out as an appendix to ECU's Social Media Policy. ECU has also released a Social Media @ ECU Student Guide and a Social Media @ ECU Staff Guide which include practical suggestions to assist students and staff to use social media responsibly⁵.

Item 4: Reports of relevant non-confidential reviews undertaken in this area

20. ECU undertakes reviews of its internal practices, policies and procedures relating to freedom of expression and intellectual inquiry as required.
21. In 2017, ECU elected to reject a facilities hire application by an organisation proposing to hold a seminar on its campus related to pranic crystal healing. Following receipt of letters of concern from the public, ECU conducted further enquiries into the organisation and the content of the seminar and ultimately determined that the seminar did not align with the University's evidence-based approach to teaching and research in dietetics and was inconsistent with our research activities in this discipline.
22. ECU subsequently commenced an internal review of all persons and organisations that were currently hiring, or proposing to hire, its facilities, to ensure that such persons and organisations, and the purposes for which its facilities were being hired, were appropriately aligned with ECU's values and teaching and research activities.
23. Recent examples of circumstances in which ECU has applied greater scrutiny to facilities hire applications following its internal review include:
 - (a) an organisation sought to host an event on campus for the purpose of showing a film in a language other than English and did not provide details of the content of the film to ECU; following further discussions with the potential hirer, it was agreed that the content of the film would be vetted by an appropriate third party to ensure alignment with ECU's values and teaching and research activities; upon conclusion of the vetting process, the event then proceeded;
 - (b) an organisation sought to use ECU's facilities to present a course and intended to charge participants a fee for undertaking the course, in circumstances where ECU had waived its facilities hire fee for the organisation; ECU sought to determine how the funds raised by the organisation were to be applied to ensure

⁴ Copies of these policies are available on ECU's website at <http://intranet.ecu.edu.au/staff/centres/brand-and-marketing/policies-and-guidelines>.

⁵ These guides are available on ECU's website at <http://intranet.ecu.edu.au/learning/learning-technologies/social-media>.

that such application was not contrary to its values, or teaching and research activities; and

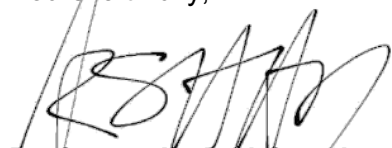
- (c) a reputable organisation, well aligned with ECU's values and teaching and research activities, was unable to afford to safely secure the area it proposed to hire; following further discussions with the potential hirer the booking was ultimately rejected on the basis that it posed a potential safety risk to students, staff and visitors.

Item 5: Observations which may be helpful to the Review

- 24. ECU considers that the documents described above and enclosed with this letter provide a framework that adequately promotes and protects the rights of students, staff, and visitors to engage in freedom of expression and intellectual inquiry.
- 25. This framework achieves an acceptable balance between promoting and protecting these rights and respecting and ensuring that persons act in accordance with ECU's core values and consistent with our teaching and research activities, particularly in circumstances where there is potential for ECU's reputation to be impacted by a perceived implied endorsement of the expressive conduct.

If you have any queries, or require additional information, please contact Mr Clarke Drury, Manager, Legal and Integrity by email at: c.drury@ecu.edu.au or by phone on 08 6304 2158.

Yours faithfully,



Professor Arshad Omari
Senior Deputy Vice-Chancellor
Edith Cowan University

**Work Instruction:
Facilities Hire**

**Ref:
2.3.3.13**

1. Purpose:

To ensure the effective and appropriate management of the University's facilities hire to any group, organisation or individual.

2. Scope:

ECU Students and Staff, any group, organisation or individual external to the University. This work instruction refers to general University facilities which come under the administrative control of the Campus Support Office. However, ECU has a number of specialised categories of space which come under the administrative control of other Departments and Schools (for example, Sport and Fitness Centres, WAAPA and Health Sciences) and their procedures will define the management protocols which govern these specific types of space.

3. Definition/s:

Alumni: Graduate of ECU

CSO: Campus Support Office.

Community Engagement: Reciprocal, mutually-beneficial knowledge-driven relationships between ECU and community partners, in particular, Community engagement at ECU must demonstrate a strong link to the teaching, learning, research and assessment process.

Core Academic Timetable: The timetable system used for the programming of times and classes for the University's academic program.

ECU: Edith Cowan University.

Educational Institutions: A public education institution delivering education programs as approved by WA Department of Education.

Facility: A University building or specific area, internal or external, available for hire.

Hirer: A group, organisation or individual wishing to hire University facilities.

Key Services of the University: These are: Teaching and Learning, Research and Engagement

Not For Profit: A non-profit group or organisation generally providing a service to the community.

Precinct Partners: Educational and similar institutions located adjacent to ECU's metropolitan and South West campuses. These institutions include, but are not limited to the West Australian Police Academy, North Metropolitan TAFE, City of Joondalup, Mt Lawley Senior High School, Manea College and South West Regional College of TAFE. Note: for precinct partners, a Memorandum or Letter of Understanding should be in place.

School: Years K to 12 Educational Institutions.

Short Term: A hire period not exceeding 4 weeks.

Student: Current, enrolled ECU Student

4. Process:

4.1 All new applications for hire must be assessed by the Coordinator to ensure that the purpose for hire aligns with ECU's teaching and evidence based research approach.

- a) The application will be reviewed and all supporting information checked; for example: PL insurance, ABN and requests/eligibility for discounts.
- b) The Coordinator will, if necessary make contact with the relevant Schools and or Centres and confirm suitability of hirer's application.
- c) If the hirer is found not to be aligned to ECU's teaching and research philosophies then this finding will be escalated to the Manager, Quality and Service Delivery/ Manager Campus Support (SW).

4.2 The application is forwarded to a Campus Support Officer for processing; which includes the following:

- a) Checking the booking form and all requests,
- b) Contacting the client and confirming booking requirements,
- c) Advising on the hire costs,
- d) Confirm the booking in writing, send information on security, emergency processes and catering.

4.3 Billing

- a) Existing customers to be billed at month end.
- b) New customers to be billed prior to the customer coming on site and for the first 3-4 hires to establish a credit history. Following this, they become an existing customer and will be invoiced monthly. .

4.4 Year End

- a) Thank customers and invite them to complete the customer survey.
- b) Send an application form and new hire fee schedule (if appropriate) and request they send in their booking requirements for the coming year.
- c) When Timetabling have confirmed the academic teaching program, the CSO can continue with facilities hire bookings.

4.5 Last minute/urgent requests may be processed subject to the following:

- a) CSO having a reasonable amount of time to process the booking.
- b) Availability of hire space, and
- c) New client providing all necessary forms and all due diligence checks done with satisfactory results.

4.6 Outstanding debts

- a) The Coordinator will monitor the aged debt situation in the CSO.
- b) Any suspect accounts will be referred to the Manager Quality and Service Delivery/Manager Campus Support (SW) for follow up.
- c) The Finance department issue reminders for outstanding invoices to the customer and send an aged debt report to the CSO.
- d) The CSO should make every effort to resolve any issues with a customer where a debt remains unpaid, consider a payment option with the customer that will recover the debts as quickly as possible.
- e) No further bookings will be taken until the debt is paid. All future bookings will be suspended pending settlement. The CSO team will advise the customer of the situation in good time.

5. Administration

5.1 Administration of ECU hires

The CSO is responsible for all processes in respect of the hire of University facilities and provides the following:

- a) A timely response to all enquiries from potential clients,
- b) Quotations,
- c) Good customer service,
- d) Coordination with Security, Cleaning and ITSC services,
- e) All financial matters (client invoicing, credit control, debt chasing, internal financial journal processing), and
- f) Administration and analysis of the customer service feedback form.

5.2 University Priorities

The core academic timetable takes priority in relation to the hire of all University facilities (including sports halls, WAAPA accommodation and specialised spaces). The requirements of individuals, external groups or organisations shall be secondary to academic programs. The policy provides for booking priorities to be based on the following hierarchical order;

- a) ECU School/Centre events for University business, (i.e. teaching and research).
- b) ECU clubs, including ECU affiliated sporting clubs and student Guild affiliated clubs.
- c) Precinct partners.
- d) Educational Institutions.
- e) Current Students and Alumni
- f) Full fee paying customers.
- g) Charitable and “Not for Profit” groups and organisations.
- h) ECU staff hiring facilities for non-university business.

5.3 Schedule of Fees

- a) Charges will be in accordance with the scale of charges detailed on the “Facilities Hire Fee Schedule” current at the time of hire.
- b) Fees will be based on hire rates charged by similar institutions and will be subject to review on an annual basis by the Manager, Quality and Service Delivery and approved by the Manager, Campus Operations and Resources.

5.4 Discounted Rates

Discounted rates for facility **hire** are given to the following groups and organisations:

Hirer	Discount rate
Precinct Partners <ul style="list-style-type: none">• Written agreement present: up to a maximum 100%• In the absence of a written agreement: 50% applies	50-100% or as stated in written agreement
Community Engagement - approved by the Dean or Director	100%
Students/Alumni – for University functions	100%
Student Guild and its affiliated organisations	100%
Dept. of Education affiliated Schools (short term)	100%
Dept. of Education affiliated Schools (longer term – for teaching purposes)	50%
ECU Staff for non-University functions	50%
ECU Student and ECU Alumni for non-University functions	50%
Charitable and “Not for Profit” organisations (see 4.4 c)	50%
Other Educational Institutions	50%

To qualify for a discount rate, the hirer must satisfy the qualifying conditions as noted in the table above. For example;

- a. Precinct Partners: an agreement must be in place to qualify for the 100% discount.
- b. Requests for hire fee exemption based on Community Engagement require confirmation by the relevant Dean or Service Centre Director of the area requesting the hire or sponsoring the hirer, that the facility is being used for Community Engagement purposes.
- c. Requests for 50% discount based on Charitable and “Not for Profit” status, require approval by the Director Facilities and Services. These organisations must be providing a ‘key service’ to the ECU Community to qualify for the discount.

The hirer is responsible for all costs, where applicable, associated with the hire of University facilities including public liability insurance, cleaning, catering, hire of multimedia facilities and equipment, and other associated costs.

5.5 Public Liability Insurance

Hirers are required to provide evidence of public liability insurance; however, some hirers may be covered under ECU’s public liability insurance.

Hirers that are covered by ECU’s Liability Insurance must complete the Facilities Hire – Liability Insurance Cover Form and attach to the Facilities Hire application form.

Hirers who would typically be eligible for the liability insurance cover would be:

- a) Owner/ operators such as market stall holders
- b) Owner/operators that come onto campus who hire ECU facilities for short periods of time.

Contact the Risk and Assurance Service Centre on ext. 2824 for clarification if required.

5.6 Alcohol on ECU Campuses

The consumption of alcohol on University premises is subject at all times to the ***Alcohol on Campus Policy (FS020)*** and the requirements of State Legislation under the Liquor Control Act 1988.

6. Environmental Aspects:

The CSO is to ensure that co-mingled waste and recycling bins are placed in situ in advance of all functions/events and bookings of University facilities that are made by the general public. It is necessary to liaise with the incumbent cleaning contractor in respect of after-hours and weekend bookings to ensure the appropriate numbers of bins are provided.

7. WHS Issues:

- 7.1 Hirers of ECU facilities are to be provided with documentation relating to Emergency Evacuation procedures with specific reference to the role of Security in an afterhours emergency and the location of approved Emergency Assembly areas.
- 7.2 The CSO is to arrange a pre hire inspection of the facility to ensure the area is safe to use and in good operational condition.

8. Operational Risks:

Risk: Facilities are damaged following a hire and in an unacceptable condition, rendering them unfit to deliver the Universities core academic program.

Control: The CSO should inspect University Facilities following a hire and review any reports provided by security services or the cleaners. Any repair costs will be billed to the hirer as per the Terms and Conditions of hire.

9. Records:

- 9.1 Facilities Hire records are maintained in HPE (Records Management system). There are separate files for each campus.

10. References:

Code:	2.3.3.13
Owner:	Manager, Quality and Service Delivery
Approved By:	Manager, Campus Operations and Resources
Date Approved:	March 2009
Amendment Dates:	05/12 : 12/12: 09/13: 03/16: 09/17
Due for Review:	Sep 2020
Related Policies/Documents	Alcohol on Campus Policy Facilities Work Instruction on HPE Facilities Hire Policy on HPE Miscellaneous room Bookings inc Conference Rooms Facilities Hire Fee Schedule Application to Hire ECU Facilities Customer Feedback Form

11. Contact Information:

Contact Person:	Karen Gilmore
Telephone:	6304 5586
Email address:	k.gilmore@ecu.edu.au

Excerpt from ECU's Facilities and Services Centre - Business Risk Register - 2017/2018

Risk	Cause / Hazard	Consequences	Current Risk Treatments <i>(What controls are currently in place to manage the risk?)</i>
Incompatible partnerships with external agencies	The risk may be caused by the following: * Failure in the procurement process, which includes: - Poor contractor/consultant selection. - Not using the approved project brief. - Failure in due diligence processes. - Ineffective contract / relationship management.	FSC expectations are not met with consequences for the University's: * Reputation and image. * Attraction and retention of students. * Impact to the learning and research capability. * Loss of opportunity and income to ECU. * Legal and regulatory standing (TEQSA). * ECU's Business sustainability. * Project not delivered on time within budget or quality. * Service delivery not fit for purpose. * Failure to deliver on customer service standards.	Current mitigation, and controls in use within FSC include: * Engagement with partners, suppliers etc. * Contract and relationship management. * Due diligence processes. * External and internal review mechanisms. * Dispute resolution and grievance procedures. * Exit strategies. * Australian Standard Contracts. * Purchase Orders. * Procurement Plans. * FBSC Contract Management Framework. * Preferred Panel List. * Building & Services maintenance contract. * KPI's built into contract. * Breach and non-conformance measures. * Performance management. * Compliance with FBSC Strategic Procurement.
Insolvency of External Agencies	The risk may be caused by the following: * Failure in the procurement process, which includes: - Poor contractor/consultant selection. - Not using the approved project brief. - Failure in due diligence processes.	FSC expectations are not met with consequences for the University's: * Reputation and image. * Attraction and retention of students. * Impact to the learning and research capability. * Loss of opportunity and income to ECU. * Legal and regulatory standing (TEQSA). * ECU's Business sustainability. * Project not delivered on time within budget or quality. * Service delivery not fit for purpose. * Failure to deliver on customer service standards.	Current mitigation, and controls in use within FSC include: * Engagement with partners, suppliers etc. * Contract and relationship management. * Australian Standard Contracts. * Due diligence. * External and internal review mechanisms. * Exit strategies. * Australian Standard Contracts. * Procurement Plans. * FBSC Contract Management Framework. * Preferred Panel List. * KPI's built into contract. * Performance management. * Compliance with FBSC Strategic Procurement. * Internal management of SubContractors
Environmental impact arising from Facilities Service Centre activities	Potential causes include: * Contamination * Evacuation * Business Interruption	* Contribution to loss of non-renewable resources * Potential to impact upon ECU's brand and reputation * Potential regulatory investigation resulting in litigation and/or fines against the University.	* FSC activities align with the requirements of the ISO14001 * Environmental plans when selecting contractors * Permits to work * JSAs/SWMS
Inappropriate funding arrangements for FSC activities.	This may occur through: * Funding allocations are not aligned with operational priorities and plans. * Cash flows are not properly managed . * Lack of compliance with procurement processes. * Service providers and partners provide misleading information. * Inadequate planning fails to identify budget requirements. * Schools required to spend university funding in a short period of time.	This may result in: * Business sustainability and financial outcomes. * Impact to the level of services provided to ECU. * Impact to FSC reputation with its stakeholders. * Incompatibility with University values. * Legal issues. * Inability to maintain compliance, or realise environmental opportunities.	Current mitigation strategies include: * Utilisation of services from SGS (RAS), FBSC. - Risk management planning & support - Insurances and qualifications. - Probity processes. - Financial performance monitoring. - Procurement process. - Formal due diligence. - Review at budget reforecast. * Develop a case for additional funding. * Amend the brief to suit the funding for projects. * Use of expert advisors (<i>internal & external</i>). * Strategic Asset Management Plans. * Asset Management Plans. * Campus Access Induction * Quality management system. * Use of a Quantity Surveyor. * TEFMA Benchmarking.
Inadequate contract management.	This risk may eventuate through the following: * Ambiguous contract specifications * Relevant risks not considered. * Lack of contract management skills and systems.	This may result in: * Limited value for money. * Poor services delivery. * Unsafe work environment. * Impact on teaching and research. * Reputation and adverse media reporting. * Legislation breaches/legal Issues/fines or other financial implications.	Current risk mitigation includes: * Policies, procedures and work instructions - Contractor's Policy - Use of preferred suppliers - Use of procurement processes * Use of corporate systems * Project Control Groups * Conflict of interest declarations * Campus Access Induction * Review procurement of Major Works consultants * Improve briefings to consultants * Change in role of Buildings and Services Management Team to Service Tower Managers. * Contract Management Plans * Contract Management Training * External contract managers.
Planning does not align with strategic objectives nor is it integrated with other functional plans.	This may be caused through: * Plans developed independently of each other. * Poor communication and situational awareness.	FSC does not meet the University's strategic objectives with consequences for our: * Reputation and image. * Financial management and business sustainability. * Legal and regulatory standing. * Infrastructure planning. * Staffing. Environmental Impacts: * Contribute to the increase in energy and water (scheme and/or ground) use, increasing GHG emission and the depletion of natural resources. * Increased financial impact to invest in underutilised space. * Use of products and materials created from non-renewables to support the redesign or renovation of space. * Loss of amenity and green space reducing campus open recreational and sporting facilities for staff and students, impacting on health and wellbeing.	Current risk mitigation includes: * Annual Centre Review with Executive. * Reporting to Resources Committee. * Quality Management Framework. * Strategic Asset Management Plan. * South West Bush Fire Management Plan.
Failure of operational governance mechanisms such as Quality, Internal Audit, Compliance and Risk Management.	This may be caused through: * Lack of awareness of requirements. * Willful breaches. * Unintentional breaches. * Uncertainty of the application of legislative and regulatory requirements. * Weak corporate governance	The integrity of FSC could be questioned with consequences for our: * Reputation and image * Financial management. * Legal and regulatory standing. * Staff, student and public safety. * Environmental damage. * Unsafe work practices. * Penalties and fines.	Current risk mitigation includes: * Corporate policies, procedures and work instructions. * Industry knowledge. * Liaison with Strategic and Governance Services (University Lawyer and RAS). * Operational, Hazard and Environmental Risk Registers. * Quality Management System. * Internal and external audits. * Legislation update procedure. * Technical expert in development of Environmental Aspects and Impacts Register. * Environmental Clearance Process.

ECU Venue Hire Terms and Conditions

PLEASE READ BEFORE COMPLETING THE VENUE HIRE APPLICATION

Bookings and Payment of account

- Hirer must comply, and must ensure that its invitees comply with these Venue Hire Terms and Conditions (“Terms and Conditions”).
- These Terms and Conditions must be read in conjunction with the Facilities Hire Policy.
<http://policysearch.ecu.edu.au/WebDrawer.PolicySearch/Search>
- A booking is not confirmed until Hirer receives written confirmation from Campus Support Office.
- The ECU Academic Timetable requirements take precedence over external customer booking requests, ECU may relocate bookings at its discretion.
- New customers must pay for the venue hire in full before the booking will be confirmed.
- The hire fees payable by Hirer for a venue are set out in the Venue Hire Fee Schedule. Following a confirmed booking for an existing Hirer, ECU will invoice Hirer for the hire fees and Hirer must pay the invoice within 30 days of the invoice date.
- In addition to the hire fee, Hirer must pay on demand (a) the extra costs for any labour, equipment or services used or deemed necessary by ECU in addition to those booked (b) the labour, materials and contractor’s costs of cleaning, repair and restoration of the venue, its fixtures, fittings, equipment, furniture, carpets or other property necessary because of Hirer’s breach of these Terms and Conditions and (c) such further charges as may be determined by ECU if Hirer fails to vacate the venue at the end of the booked hire period.
- Hirer must not use the venue or permit the venue to be used for any purpose other than the purposes specified in the Venue Hire Application.

Insurance

- Hirer must have a current public liability insurance policy to the value of not less than \$20 million and must present a certificate of currency for the policy to the Campus Support Office prior to the event.
- If Hirer does not have adequate public liability insurance, and Hirer is a non-commercial, unincorporated body, or is an irregular user of ECU facilities, ECU public liability insurance cover can be obtained from Campus Support Office.
- If an incident occurs that could result in a claim under the ECU public liability insurance policy, the Hirer must advise ECU as soon as possible and hereby agrees to pay to ECU the \$500 policy excess.
- Hirer acknowledges that if for some reason Hirer is not indemnified under this insurance, Hirer is personally liable for any claims arising out of Hirer’s use of the venue.

For further information, contact insurance@ecu.edu.au.

Audio visual equipment

- The hourly rate for some of ECU venues includes the use of permanently installed audio visual equipment. This equipment is provided on an “as is” basis and onsite support is limited to general set up and troubleshooting during normal business hours.
- ECU is not liable for any losses or damages incurred as a result of audio visual equipment not being in good working order or condition.
- ECU is unable to provide internet access to Hirers.

All advertising materials and handouts must:

- Be approved in advance by ECU.
- Contain the following disclaimer: *“This event is sponsored by [Hirer’s name] and any views expressed at the event do not necessarily reflect the views of Edith Cowan University.”*
- Not represent expressly or by implication that ECU is associated with the event other than in the capacity of providing the venue for hire, and must not contain ECU’s logo, name or photographs of the campus, other than to give the location of the event.

Parking and directional signs

- For car park locations please refer to ECU campus maps: <http://www.ecu.edu.au/about-ecu/our-campuses/campus-maps>. For further information on parking areas, by-laws and permits please contact ECU’s Security and Traffic Services on 6304 2460 or visit <http://www.ecu.edu.au/centres/facilities-and-services/our-services/parking/overview>. Vehicles parked on ECU grounds are parked at the owner’s and/or user’s risk and ECU is not and shall not be liable, or responsible in any way for loss or theft or damage or for the safe custody of a vehicle or its contents.
- If Hirer wishes to erect directional signs for an event, stand-alone signs may be erected on ECU grounds subject to location and approval by the Campus Support Office, but must be removed immediately after the event.
- No posters or brochures may be attached to any infrastructure on ECU grounds. Signage frames may be hired from Campus Support Office.

Furniture, equipment and cleaning of venue

- Furniture and equipment must not be moved within the venue without ECU’s approval. If approval is given, it will be on the understanding that the furniture and equipment will be returned to the same position as before the event. Hirer must pay any charges incurred by ECU if a venue needs to be reconfigured once the event has concluded.
- Furniture and equipment must not be moved outside the venue. Hirer must pay any repair or replacement costs if furniture or equipment is damaged during an event.
- Hirer must leave the venue clean and tidy after their event, and must pay additional cleaning costs if a venue is not left cleaned and tidy at the end of an event.

Security and damage to property

- Hirer must maintain good order in the vicinity of the venue and ensure property in and around the venue is not damaged. Hirer must reinstate the venue to its original condition immediately after use. Hirer must pay the cost of layout, materials, cleaning, repairs and restoration of the venue and its fixtures, fittings, equipment, furniture, carpets and any other property which have been removed or damaged as a result of the hiring.
- ECU may require the employment of ECU or other personnel at an event as are deemed necessary for security or safety reasons. Any costs incurred by ECU in providing such personnel will be payable by Hirer.

Consumption of food, beverages and liquor

- Food, beverages and other refreshments may not be served or consumed inside a venue.
- Hirer may obtain permission from ECU to serve food, beverages or refreshments in certain circumstances. Where permission is granted, Hirer agrees to comply with any additional terms and conditions imposed.
- On-campus catering for functions can be arranged with Campus Support Office.
- Liquor may only be served, sold or consumed on ECU grounds if a Liquor Permit has been approved by ECU and Hirer must comply with the conditions of the Liquor Permit at all times. Hirer must submit the Liquor Permit to ECU for approval at least 21 days prior to the event. Written authority from ECU to consume liquor must be carried with Hirer on the day of the event together with the ECU booking confirmation letter.

Intellectual Property

- If Hirer intends to play any music on ECU's premises or otherwise in connection with the event where doing so would constitute a public performance of material subject to copyright protection or would otherwise involve the exercise of an exclusive right of a copyright holder other than Hirer ("Protected Dealing"), Hirer must, no later than 14 days prior to the intended date of the Protected Dealing, obtain and present ECU with evidence of a licence (for example an APRA/AMCOS licence if applicable) which permits that Protected Dealing or other evidence, which is satisfactory to ECU, of its right to undertake the Protected Dealing.
- Hirer must not transmit by television or radio broadcast any performance which may infringe copyright or otherwise undertake any activity which might involve the infringement of intellectual property rights including, without limitation, rights under the *Copyright Act 1968* (Cth), *Trade Marks Act 1995* (Cth) and *Patents Act 1990* (Cth).
- Hirer must not, without ECU's prior approval, permit any film projection or other exhibition or similar entertainment or photography of any kind within the venue or on ECU grounds. For the avoidance of doubt, any approval granted by ECU does not, unless expressly stated in writing, indicate that ECU has obtained for Hirer the right to exercise any exclusive rights of any third party.

ECU may, without liability for loss or damage to Hirer:

- Cancel a confirmed booking for any reason, and if so, will refund to Hirer all monies paid to ECU.
- Close down a venue during an event if in ECU's opinion, the event is objectionable, dangerous, unlawful, infringes the intellectual property rights of third parties or is potentially detrimental to the reputation or welfare of ECU.
- Interfere with or cancel an event in a venue due to civil disruption, industrial action, terrorism, act of god, or any circumstances beyond the control of ECU and ECU will not be obliged to settle any dispute or control any disruption which has been caused.

Hirer may cancel a confirmed booking:

- By giving written notice to ECU. If Hirer cancels a confirmed booking up to 2 weeks prior to the event, no cancellation charges will be payable. However, if Hirer cancels a confirmed booking within 2 weeks prior to the event, Hirer must pay a late cancellation charge of \$50.

Hirer indemnifies ECU against:

- Claims, losses, actions, damages, costs and expenses, personal injury, death or damage to property arising from or in connection with the use of the venue and any equipment used during the hiring caused or contributed to by any act or omission of Hirer, or Hirer's agents, employees, contractors, invitees, or any other person directly or indirectly associated with Hirer's use of venue, or by Hirer's failure to comply with any of its obligations under these Terms and Conditions. This indemnity does not apply to the extent that any liability is caused by the negligence of ECU or any of its agents, employees or contractors.

Hirer must comply with:

- All relevant laws applicable to Hirer hiring out the venue.
- ECU's University Statutes, Rules and By-Laws and the reasonable directions of Campus Support Office regarding use of equipment, facilities, parking, access and security. Copies of the University Statutes, Rules and By-Laws can be found at <http://www.ecu.edu.au/centres/office-of-governance-services/our-services/policy-and-legislation/policy-and-legislation-directory/university-statutes-rules-and-by-laws>.

Protocol

- Hirer must give ECU advance notice of high profile guests, VIPs, Ministers of the Crown, Heads of State, and senior educational or commercial executives are to attend or persons representing any of them so that security arrangements and protocol may be observed.

Application of the Terms and Conditions

- ECU may in its absolute discretion, amend or delete any of the Terms and Conditions as outlined above or add extra conditions by giving notice to Hirer. ECU reserves the right to permit any person to use any venue on any terms stipulated by ECU whether different to these Terms and Conditions or not.
- Hirer may not assign any part of its rights or obligations under these Terms and Conditions.

Venue Hire Application

To enquire about booking a venue at ECU for your next event, please complete this form and return to the Campus Support Office csso@ecu.edu.au 14 days prior to the event.

Hirer details	<input type="checkbox"/> ECU staff/student/alumni	staff/student number	
Organisation name			
Company ABN		Website address	
Contact name (main)		Facebook business page	
Contact number		Email:	
Address		Billing Address	
Have you, the Hirer enclosed a copy of your Public Liability Insurance to an amount not less than \$20,000,000			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you, the Hirer, wish to request coverage under ECU's Public Liability Policy? (restricted to non-commercial, not incorporated or irregular users of ECU facilities) Please note that an excess of \$500 to be paid by the Hirer in the event of any claim made			<input type="checkbox"/> Yes <input type="checkbox"/> No

Event details						
Location	<input type="checkbox"/> Joondalup 6304 5444	<input type="checkbox"/> Mt Lawley 6304 6444	<input type="checkbox"/> South West 6304 7716			
Type of event						
<input type="checkbox"/> Awards function	<input type="checkbox"/> Breakfast	<input type="checkbox"/> Trade Show	<input type="checkbox"/> Exhibition			
<input type="checkbox"/> Convention	<input type="checkbox"/> Graduation	<input type="checkbox"/> Conference	<input type="checkbox"/> Dinner			
<input type="checkbox"/> Meeting	<input type="checkbox"/> Sporting competition	<input type="checkbox"/> Examination	<input type="checkbox"/> Other: _____			
Space required	<input type="checkbox"/> Lecture Theatre (tiered) <input type="checkbox"/> Teaching Room (flat) <input type="checkbox"/> Meeting Room <input type="checkbox"/> Other: _____					
Event description						
Estimated number of attendees		Are there any high profile Guests attending	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please specify		
Is there an admission charge to attend the event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Will food or drink be served?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(cleaning charges may apply)		
Event date		Time in		Event start time		Time out
Special requirements (additional charges may apply)						
<input type="checkbox"/> Cleaning	<input type="checkbox"/> Parking	<input type="checkbox"/> Security	<input type="checkbox"/> Audio Visual	<input type="checkbox"/> Waste Bins		
Equipment:	<input type="checkbox"/> Trestle Tables Qty:	<input type="checkbox"/> Chairs Qty:	<input type="checkbox"/> Whiteboards Pin boards	<input type="checkbox"/> Microphone	<input type="checkbox"/> Signage	<input type="checkbox"/> Other

Acceptance

I/We hereby undertake:

1. To accept responsibility for any incidents, claims or litigation arising from the event
2. To pay for any damage or costs reasonably incurred by ECU in cleaning and restoring the venue to its original condition.
3. To comply in all respects to ECU's Venue Hire Terms and Conditions

Name		Signature	
		Date	

Office use only

Approved Not Approved

Coordinator/Manager		Signature	
OSC Number		Date	

Venue Hire Fee Schedule 2017/2018

Venue	Capacity	Hourly Rate GST INC	Effective Full day rate @ 8hrs with 10% disc GST INC
Minimum hire time 2 hours			
Lecture Theatre - Small	40 - 89	\$ 95.00	\$ 684.00
Lecture Theatre – Medium	90 - 180	\$ 110.00	\$ 792.00
Lecture Theatre – Large (Joondalup & Mount Lawley)	240 - 372	\$ 150.00	\$1080.00
Teaching Room – Small	15 - 39	\$ 70.00	\$ 504.00
Teaching Room – Medium	40 - 89	\$ 85.00	\$ 612.00
Teaching Room – Large (Mount Lawley)	90 - 150	\$ 110.00	\$ 792.00
Council Chambers / Conference Room/ collaborative learning spaces	6-90	\$ 110.00	\$ 792.00
Meeting Rooms	4 – 24	\$ 60.00	\$ 432.00
Building 32 Foyer (Joondalup only)	N/A	\$ 65.00	\$ 468.00
Indoor Court ¾ size (South West)	N/A	\$ 40.00	\$ 288.00
Multipurpose Outdoor Court (South West)	N/A	\$ 20.00	\$ 144.00
BBQ / Courtyards / Grounds	N/A	From \$20.00	From \$ 144.00
Equipment for hire - whiteboards, pin boards, trestle tables, signage etc.			\$10.00 each