

Hire of Facilities Policy

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1. Purpose

To define the third party use of facilities at the Australian Film Television & Radio School (AFTRS) and to identify the principles applied to the external use and hiring of AFTRS facilities.

2. Scope

- 2.1. This policy applies to AFTRS Alumni, AFTRS staff, screen and broadcast industry members and any person or organisation external to AFTRS requesting to use AFTRS' facilities.
- 2.2. This policy does not cover AFTRS Events, Sponsorships and/or Collaborations managed by AFTRS Partnerships and Development or Research unless part of these partnerships arrangements are for the use of AFTRS Facilities (refer to 2.8).
- 2.3. This policy does not cover student and graduand use of facilities for any activities related to coursework. For all student and graduand enquiries contact production.coordinator@aftrs.edu.au
- 2.4. If AFTRS staff or a student wishes to hire an AFTRS space for any project external to course or AFTRS related activity, for the purposes of this policy they will be considered an industry member external to AFTRS.
- 2.5. AFTRS has a unique relationship with the screen and audio industries. This relationship provides students with access to the work and thinking of the most creative current practitioners and assists AFTRS in fulfilling its functions as specified in the *Australian Film, Television and Radio School Act 1973* (AFTRS Act), including providing advanced industry-focused education and training.

- 2.6. AFTRS has strong relationships with its Alumni networks. To further support this, AFTRS encourages its Alumni to use AFTRS facilities to support their creative initiatives and endeavours in the screen and audio industries.
- 2.7. AFTRS recognises its obligation to competitive neutrality in serving all stakeholders including industry, alumni and the community.
- 2.8. AFTRS recognises its commitments to various partners in the use of facilities for in-kind or other agreements that will be specifically addressed in the given partnership agreement.

3. Policy Statement

General Conditions

- 3.1. AFTRS may permit alumni, people and organisations in the screen and audio industries or any person or organisation external to AFTRS to use AFTRS' facilities if this use assists AFTRS in meeting its remit as defined in the AFTRS Act, its Strategy and Corporate Plan objectives and is aligned with AFTRS values.
- 3.2. AFTRS will prioritise facility use for core business activities at all times.
- 3.3. Bookings for external parties (inclusive of industry, alumni and others) will only be made once AFTRS award course timetable is locked for the given semester period.
- 3.4. AFTRS CEO, Director of Partnerships & Development (or their delegate) and the Program and Events Manager may approve an industry, alumni or other request to use AFTRS' facilities. (Refer to Approval of Hires.) The decision for the request will be as per the approval process in the Hire of Facilities Procedure (internal access only), but may take into account any or all of the following:
 - Whether or not the hire supports AFTRS in fulfilling its functions and meeting its remit and Strategy and Corporate Plan objectives;
 - Whether AFTRS students and staff can attend;
 - Whether the requestor is an AFTRS alumnus or industry member;
 - Whether or not the use is for a commercial purpose;
 - Values alignment or the requesting organisation or person with AFTRS values;
 - How the use benefits and/or supports the alumni, industry person/s or entity making the request;
 - Whether the hire could adversely affect alternate facilities providers;
 - Whether the use could involve activities AFTRS considers likely to be illegal or inappropriate, to conflict with AFTRS mission, goals or values, or to bring AFTRS into disrepute; and
 - Whether the request is within operational capacity and availability and will impact on AFTRS course delivery or other business activity.
 - The risk inherent in any activities the hirer wishes to conduct on AFTRS premises;
 - Any potential, perceived or real conflict of interest.
- 3.5. The Director of Partnerships and Development and/or the CEO can exercise their discretion and waive hire fees, for example to support non-for-profit activity, or to honour any obligations AFTRS has within a partnership agreement. *Refer to AFTRS Partnerships Policy (Internal Access Only).*
- 3.6. Any hiring parties must follow the directions of AFTRS Staff and Security at all times during the hire period.
- 3.7. AFTRS will not be held responsible for any property lost or damaged at the property during a hire period.

Hire of Facilities Principles & Hirer Obligations

- 3.8 When hiring an AFTRS facility, the following principles apply:
- All activity will be in line with, or contribute to AFTRS remit, its Strategy, Corporate Plan outcomes and values, including around the use of Indigenous Cultural Intellectual Property.
 - Minimise any disruption to core activities of AFTRS.
 - Respect and protect the space, reputation of and values of AFTRS.
 - Prioritise the safety of all patrons, internal or external, at all times.
 - AFTRS will endeavour to understand the expectations of all partners to deliver an excellent experience and service
- 3.9 When hiring an AFTRS facility, the hirer is under the following obligations:
- Undertake no other activities in the facility other than the Permitted Activities stated in the Hire Agreement;
 - Provide an authorised and responsible representative on site who will co-ordinate all communications with AFTRS and be contactable for the duration of the Permitted Activities;
 - Only use the facility and equipment detailed in the Hire Agreement, in accordance with user manuals
 - Adhere to all terms and conditions within the Hire Agreement

Hire Fees

- 3.10 The requestor will be liable for all costs associated with the hire of the facility. This may include administrative fees, event crew, security, cleaning, technical support and catering.
- 3.11 The cost will be agreed to prior to the event date in the AFTRS Hire Agreement.
- 3.12 Any changes to the event, resulting in amendments to the AFTRS Hire Agreement will be stipulated in email to the requestor.
- 3.13 All hire fees are stipulated in the *AFTRS Facilities Rate Card*. These prices are subject to change without notice.
- 3.14 For any hires incurring a fee in excess of \$2,000 the hirer must pay a 50% deposit prior to the hire period. This is fully refundable up to 5 business days prior to the event. Any cancellation within 5 business days prior to the event will result the deposit becoming non-refundable to cover AFTRS costs.
- 3.15 Any event cancelled within 3 business days of the event date will be liable for 100% of costs stipulated in the Hire Agreement.
- 3.16 In the case where a hirer no-shows, they are liable for 100% of the hire fee in line with the Hire Agreement.
- 3.17 AFTRS Alumni, and members of the screen and audio industry are eligible for a 20% discount of the space hire fee for all bookings. The qualification of a requestor as an industry member is at the discretion of AFTRS. No discount shall be applied to any other element of the fees in the Hire Agreement.
- 3.18 Exceptions to the rates stated on the AFTRS Facilities Rate Sheet may apply where the hire of the space is covered in a broader partnership arrangement.
- 3.19 Hire Fees will be reviewed annually by the AFTRS Executive.

Approval of Hires

- 3.20 For the booking to be considered valid and confirmed, AFTRS requires a signed Hire Agreement, copy of the hirer's public liability insurance (where requested by AFTRS), and confirmed payment of any applicable deposits.

Cancellation

Cancellation, ammendment or reduction of scope by the Hirer

- 3.21 The Hirer may cancel or reduce the scope of the Permitted Activities by providing notice in writing to the Hirer without penalty more than 5 days prior to the hire period.
- 3.22 Any reduction of scope with less than 5 days notice may be liable to the full fees as per Hire Agreement.
- 3.23 The Hirer will not be entitled to compensation for loss of prospective profits.
- 3.24 Amendments to the date of the hire period will be subject to availability. Change of date within the cancellation period of 5 days may incur cancellation fees, or a change of date fee.

Cancellation or reduction by AFTRS

- 3.25 AFTRS may cancel or reduce the Permitted Activities by providing a minimum of 5 Business Days' notice in writing to the Hirer if, in AFTRS's opinion: the Licensed Facilities will be unfit or otherwise unavailable for use during the Hire Period or may be unduly damaged by use for the Permitted Activities; if the Permitted Activities may injure or prejudice the reputation of the Licensed Facilities or AFTRS; or the Licensed Facilities are required for an official purpose by AFTRS.
- 3.26 Where AFTRS terminates the Permitted Activities, any deposit paid by the Hirer will be repaid to the Hirer. Where AFTRS reduces the scope of the Permitted Activities, any Hire Fees will be proportionately reduced.
- 3.27 AFTRS may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Hirer:
 - a. being a corporation - comes under one of the forms of external administration
 - b. being an individual - becomes bankrupt or enters into a scheme of arrangement with creditors.

Insurance

- 3.28 Evidence of \$20M public liability cover will be required for all hires, unless otherwise stated. This also includes all hires where the fees are waived.

Risk

- 3.29 Where AFTRS acknowledges there is a shared risk between the hirer and AFTRS, the hirer's obligation to mitigate against and/or remedy the relevant risk will be stipulated in the Hire Agreement or in subsequent Hire Agreement Amendments. Where the requestor does not take responsibility for shared risk, AFTRS reserves the right to cancel the booking as per the cancellation procedure.
- 3.30 Approval of all hires are subject to a risk assessment by the Events Team.

Catering

- 3.31 Any hire request requiring catering must use AFTRS internal catering service, Cupcakes and Canapes. If this caterer declines the opportunity the hirer may engage an external caterer. The relevant certificates and insurances of the caterer must be supplied to AFTRS prior to the hire period.

Complaints Handling

- 3.32 Any complaints from a Hire can be sent to the AFTRS Program and Events Manager at industryuse@aftrs.edu.au. These will be assessed on a case by case basis and referred to the appropriate Manager or Director as required. Any complaints aim to be resolved within 60 days
- 3.29 Any complaints from a Hire can be sent to the AFTRS Program and Events Manager at industryuse@aftrs.edu.au. These will be assessed on a case by case basis and referred to the appropriate Manager or Director as required. Any complaints aim to be resolved within 60 days

4. Responsibilities

Compliance, monitoring and review

- 4.1 Compliance details as indicated in Policy Scope.
- 4.2 The Director of First Nations & Outreach is responsible for ensuring the policy and procedure align with relevant legislation, government policy and/or AFTRS requirements/strategies/values.
- 4.3 The Policy is implemented and monitored in accordance with the Policy Framework.
- 4.4 The Policy will be reviewed every three years from the effective date or earlier or later, dependant on external factors such as legislative reform.
- 4.5 At the time of review, the Policy will be evaluated for its continuing effectiveness and revised to reflect the changing policy environment and to address any emerging issues identified.
- 4.6 References in this document to positions and their authority (or delegated authority) to make decisions on specific matters must align with the AFTRS Delegations.

Reporting

- 4.7 AFTRS is required to report total numbers of visitors under its Annual Renewal Declaration. The Program and Events Manager will be responsible for tracking event attendee numbers and reporting this to the Head of Finance annually.
- 4.8 To meet its reporting obligations, Hirers must record total number of attendees for their hire and notify the Program and Events Manager.

Records management

- 4.9 All records relevant to administering this policy and procedure will be maintained by the Policy and Governance Officer.

5. Definitions

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| Requestor: | Any external party/person requesting hire of a space at AFTRS. This term is interchangeable with 'hirer.' |
| Alumni: | Any person who has graduated from an AFTRS Award course. |
| Graduand: | A student who has completed all coursework and met the requirements for graduation. The graduand period is between the final day of study and graduation. |
| Industry Member: | Anyone working within the screen, broadcast, radio, media, games, VR, XR industry. Whether someone qualifies for this is at the discretion of AFTRS. |
| Shared Risk: | Any risk where both relevant parties are deemed to play a role in the prevention, mitigation and remedy of that risk. |

6. Related Legislation and Documents

- The *Australian Film, Television and Radio School Act 1973* (AFTRS Act)
- AFTRS Corporate Strategy (Current)
- AFTRS Corporate Plan (Current)
- Hire of Facilities Procedure
- Hire of Facilities Rate Card
- Hire of Facilities Booking Form
- AFTRS Partnerships Policy

7. Approval and Review Details

| Approval and Review | Details |
|---------------------|--|
| Approval Authority | CEO |
| Responsible Officer | Director of First Nations & Outreach |
| Contact Officer | Program & Events Manager |
| Distribution | Intranet and AFTRS website Staff and Public facing |
| Next Review Date | 01/01/2028 <i>[Indicate the cycle for this document by completing the year. Usually, Policy documents will be reviewed every three years from the effective date, or earlier or later, dependant on external factors such as legislative reform, unless another review schedule is required. The Policy & Governance Officer will complete the rest of the date based on approval dates.]</i> |

| Approval and Amendment History | Details |
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| Original Approval Authority, Date and Details | CEO, 28 January 2025— Amendments include changes to allow for a smoother delivery of AFTRS Hire of Facilities services, simplified approvals process, and subsequent clear procedures for all enquires. <i>[This section displays the date the Policy Document received approval from the approval authority. The Policy and Governance Officer will add the date]</i> <i>The 'Original' date refers to the approval of either,</i> <i>(1) a new policy doc, i.e., v1.0, or</i> <i>(2) the comprehensive/scheduled review of an existing policy document</i> <i>This section does not capture Minor Amendment approval dates. They are recorded below]</i> |
| Amendment History and Date | CEO, 03/July/2023 — This version replaced the Industry and Alumni Support – Facilities Use Policy <DD/MM/YYYY — Amendment detail; DD/MM/YYYY—Amendment detail> <i>[Include the previous approval authority approval dates and corresponding amendment detail. This section ill will expand over time. In the case of a brand new policy doc, insert N/A]</i> |
| Notes | N/A |
| Minor Amendment Approval and History | N/A <<DD/MM/20YY — Xxxxx>> <ul style="list-style-type: none"> <i>[A minor amendment consists of an administrative edit made to the document or a change that is not material to the document.</i> <i>The Responsible Officer can approve a minor amendment.</i> <i>Insert the date that the Responsible Officer approved the minor amendment along with the details of the amendment (For example: "01/12/2020 — administrative amendment: update of role titles aligned to restructure", or insert, if not relevant, N/A [If making a minor amendment, <u>do not</u> amend details in the Original Approval Authority section nor amend the version number, only replace the new minor amendment approval date to the file])</i> |