Third Party Hire of UQ Land, Buildings and Facilities Policy

Section 1 - Purpose and Scope

Context

(1) Consistent with its statutory functions under the University of Queensland Act 1998 (UQ Act), The University of Queensland (UQ or the University) provides, maintains and uses its land, buildings and facilities on all its campuses and sites for UQ Purposes.

(2) As the owner of UQ Facilities, UQ has the legal:

a. right to regulate and control the use of and access to UQ Facilities; and
b. obligation to manage UQ Facilities safely, efficiently, effectively and economically.

Purpose

(3) This Policy provides the principles and management framework for the hire of UQ Facilities by Third Parties (defined in the section 6 Appendix), including UQ affiliated parties.

Scope

(4) This Policy:

a. applies:
    i. to the hire and use of UQ Facilities by Third Parties including UQ affiliated parties (such as student clubs and societies) and UQ Controlled Entities; and
    ii. to UQ's campuses, land and sites.
b. must be read:
    i. subject to UQ's Occupation of University Land and Buildings by Lease or Licence Policy;
    ii. in conjunction with Schedule 1 of the UQ Act and the Use and Management of UQ Land, Buildings and Facilities Policy.

(5) This Policy does not apply to UQ Facilities that are not available for hire.

Section 2 - Principles and Key Requirements

(6) UQ Facilities are a valuable and limited resource. UQ must manage them in a responsible and accountable manner to meet UQ's priorities and requirements.

(7) UQ may permit the hire of UQ Facilities by a Third Party, after considering a Third Party's written application.

(8) When considering an application, UQ will apply the following principles.

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Availability

(9) The hiring of UQ Facilities must not adversely impact on, prevent, limit or be inconsistent with, UQ's statutory functions or UQ Purposes.

Use

(10) The use of UQ Facilities must be for lawful purposes and in accordance with the University's statutory functions under the UQ Act.

(11) Prior to approving any hire of UQ Facilities, UQ will require any Third Party proposing such hire to provide detailed, written information relevant to the event or activity to be conducted on UQ Facilities during the period of hire and any public safety and security issues.

(12) UQ may decide that any proposed use is not a lawful purpose or in accordance with the statutory functions of the University or this Policy and that consequently, the proposed use must not proceed. If UQ so decides, it will inform the proposed Third Party hirer (hirer) and the proposed use must not occur.

(13) In deciding on applications to hire UQ Facilities, including applications from external visiting speakers and invited visiting speakers, UQ:

a. may prioritise uses where the proposed hirer has an association with UQ, its students, staff, alumni or affiliates; and
b. may impose conditions consistent with reasonable and proportionate regulation of freedom of speech and academic freedom; and
c. subject to obligations imposed by law and to reasonable and proportionate regulation, will not refuse applications from external visiting speakers and invited visiting speakers permission solely on the basis of the content of the proposed speech by the visiting speaker.

(14) The hire of UQ Facilities is subject to UQ's reasonable contract terms and conditions, as determined by UQ from time to time.

(15) Despite UQ's contract terms and conditions, the hirer must acknowledge and agree that UQ may:

a. revoke any permission to enter or use UQ Facilities; and
b. prevent entry or further entry to or use of, UQ Facilities for reasons including:
    i. UQ Purposes;
    ii. carrying out Works on UQ Facilities;
    iii. safety or environmental reasons; or
    iv. because of any law.

(16) Despite UQ's contract terms and conditions, a hirer must ensure that the hirer and any of the hirer's agents, consultants, employees or invitees, do not:

a. enter or remain on or in UQ Facilities which have been closed or to which access has been restricted, by UQ;
b. behave or conduct themselves in a manner that is:
    i. unlawful;
    ii. contrary to this Policy; or
    iii. contrary to Schedule 1 of the UQ Act (including being disorderly, or creating a disturbance).
c. undertake or be involved in any illegal activities;

d. destroy, damage or deface UQ Facilities including by posting unauthorised notices, signs or advertisements;
e. other than as permitted under a hiring agreement between UQ and the hirer, without prior and written approval from the Chief Property Officer:
    i. conduct or organise an event, including a protest or campaign;
    ii. erect a sign or banner, stall, shop or other structure;
    iii. conduct any form of business or promotional activity;
    iv. use any amplifier, loud speaker, public address system, musical instrument, recording, or motorised, remote controlled, devices or toys including, drones or other unmanned aerial devices, or other vehicles or machines;

    in, on, over or above UQ Facilities.

(17) Insurance, Indemnity and Release

a. The hirer must confirm that:
    i. UQ does not give any warranty, promise or representation about the suitability of UQ Facilities for the hirer's proposed use;
    ii. the hirer's use of UQ Facilities is entirely at the hirer's own risk and liability;
    iii. it will obtain insurances required by UQ before any hiring agreement commences; and
    iv. it indemnifies UQ from all forms and manner of Claims and liabilities, except Claims and liabilities for personal injury or property damage caused or contributed to, by UQ.
b. The hirer must acknowledge and agree that:
    i. it has no rights to occupy UQ Facilities apart from the specific use for which UQ grants a temporary, revocable and non-exclusive licence under the hiring agreement; and
    ii. the hiring agreement may be suspended and terminated by UQ without liability or penalty, for the reasons covered by clauses 10 to 17.

Fees and Charges

(18) UQ and UQ Controlled Entities (for UQ Facilities under their control):

a. will set commercial rates for the hire of UQ Facilities;
b. may discount UQ's charges for students, UQ affiliated clubs and societies, registered charities and recognised not-for-profit organisations;
c. may require payment of a security deposit; and
d. may require the hirer to contribute in whole or in part of the cost of providing security and other measures in the interests of public safety and order, including without limit in connection with an event at which a visiting speaker is to speak or will be addressing any gathering of people.

Section 3 - Roles, Responsibilities and Accountabilities

Chief Operating Officer

(19) The Chief Operating Officer is responsible for the overall management of UQ Facilities, operationalised through the Property and Facilities Division.

Property and Facilities Division, Academic Registrar and UQ Controlled Entities

(20) The Academic Registrar (through Examinations and Timetable Services) is responsible for the overall day-to-day management of central teaching spaces at UQ.

(21) UQ Controlled Entities, including UQ Sport Limited, are responsible for managing UQ Facilities they occupy, including sporting and other associated facilities, as agreed with UQ.

(22) Unless otherwise determined by the Chief Operating Officer, the Chief Property Officer (through UQ Security) is responsible for managing all other UQ Facilities, excluding teaching space and facilities managed by a UQ controlled entity.

(23) For their respective areas of responsibility, the Academic Registrar, UQ Controlled Entities, and Property and Facilities Division will:

a. develop and implement, processes, systems and controls (including documented procedures and forms) to give effect to this Policy. The scope of such processes, systems and controls includes the application process, UQ's contract terms and conditions, and prescribed fees and charges for the hire and use of UQ Facilities by Third Parties;
b. ensure that any application that is likely to be contentious will be referred to the Provost for consideration before any decision on the application is made;
c. undertake a reasonable level of consultation with relevant stakeholders regarding the hire of UQ Facilities;
d. enforce the:
    i. contracted terms and conditions for the hire of, and
    ii. the requirements of this Policy for,
    iii. UQ Facilities.

Section 4 - Monitoring, Review and Assurance

(24) The Chief Property Officer has overall responsibility for the monitoring and review of this Policy and for providing assurance on its effectiveness.

(25) The Academic Registrar will monitor the hire and use of UQ teaching space to ensure that it is undertaken in accordance with this Policy.

(26) UQ Controlled Entities will monitor their hire and use of UQ Facilities they occupy to ensure that it is undertaken in accordance with this Policy.

Section 5 - Recording and Reporting

(27) Records relating to the administration of this Policy will be maintained by the relevant Organisational Unit or UQ Controlled Entity.

(28) The Chief Property Officer, with necessary support from the Academic Registrar and UQ's Controlled Entities, will produce reports to the Vice-Chancellor and the University Senior Executive Team regarding risks and issues associated with Third Party access to UQ Facilities, and compliance with this Policy.

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Section 6 - Appendix

Definitions

Term	Definition
Claim	Includes: a. any legal actions, claims or proceedings in the Supreme Court, District Court, Queensland Civil and Administrative Tribunal (QCAT) or any other court; b. any application or request to any authority, body, court, tribunal or council exercising jurisdiction over or in respect of UQ Facilities; c. any demand or similar notice; d. the exercise of any rights; against or adverse to UQ, and all liabilities, arising out of or incidental to the hirer's entry to and use of UQ Facilities, except for claims for personal injury and property damage caused or contributed to, by UQ.
External Visiting Speaker	Has the meaning given to it in the Schedule to the Governance and Management Framework Policy.
Hire Agreement	Means a short term, commercial arrangement between UQ or a UQ Controlled Entity and a Third Party hirer (excluding a lease or licence to occupy) incorporating UQ's terms and conditions for hiring, under which UQ confers on the hirer a temporary, revocable and non-exclusive licence over a part of UQ Facilities.
Including	Is not a word of limitation and means 'including without limit' and 'includes' has a corresponding meaning.
Invited Visiting Speaker	Has the meaning given to it in the Schedule to the Governance and Management Framework Policy.
Reasonable and Proportionate Regulation	Includes reasonable and proportionate restrictions on external visiting speakers and invited visiting speakers using University land or facilities, which may include: a. Regulation of conduct necessary or desirable to: i. discharge the University's education and research activities and, to the extent that those activities are informed and advanced by argument and disagreement, by setting scholarly standards for those arguments and disagreements that are conducive to the University's core mission of the advancement of knowledge; ii. discharge the duty to foster the wellbeing of staff and students; iii. protect the right and freedom of others to express themselves and to hear and receive information and opinions; iv. comply with the University's legal obligations; v. protect against the unauthorised use of intellectual property; vi. discharge duties of confidentiality; b. Refusing permission to any invited visiting speaker or external visiting speaker to speak on University land or use University facilities where: i. the University assesses it necessary or desirable to: • comply with the University's legal obligations; or • discharge the duty to foster the wellbeing of staff and students. ii. the content of the speech is or is likely to involve the advancement of theories or propositions which purport to be based on scholarship or research but which fall below scholarly standards to such an extent as to be detrimental to the University's character as an institution of higher learning.
Speech	Has the meaning given to it in the Schedule to the Governance and Management Framework Policy.

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Term	Definition
The duty to foster the wellbeing of staff and students	Has the meaning given to it in the Schedule to the Governance and Management Framework Policy.
Third Party	Means a person or legal entity who is seeking UQ's permission to hire UQ Facilities for a material purpose, for a short term and who is NOT a: a. UQ student (in their capacity as a UQ student); b. member of UQ's staff (in their capacity as a UQ staff member); c. lessee or licensee of UQ, under an existing lease or licence to occupy or a similar binding agreement; d. sightseer or a person making irregular or casual use of UQ Facilities that are open to the public.
UQ Facilities	Includes any UQ campus, building, facility (including UQ's recreational, sporting and cultural facilities), structure, infrastructure, land, premises, site, utility or plant or any part thereof or any other real property owned, leased or controlled by UQ.
UQ Purposes	Includes university teaching, learning, research, examinations, ceremonial occasions, Senate meetings, building activities, commercial activities, markets and concerts.
Works	Means to carry out works, including to refurbish, renovate, repair, relocate or demolish, in, on or over UQ Facilities.

Status and Details

Status	Current
Effective Date	14th February 2022
Review Date	14th February 2027
Approval Authority	Vice-Chancellor and President
Approval Date	14th February 2022
Expiry Date	Not Applicable
Policy Owner	Andrew Brodie Chief Property Officer
Enquiries Contact	Property and Facilities Division

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