



The Hon Robert S French AC  
Review of Freedom of Speech in Higher Education  
By email <freedomofspeechreview@education.gov.au>

14 December 2018

Dear The Hon Robert French AC

Thank you for the opportunity to provide input to the Review of freedom of speech in higher education.

Deakin University believes that free intellectual inquiry in learning, teaching and research is the cornerstone of Australian universities. Academic freedom is a *raison d'être* of public funding as described in the objects of the *Higher Education Support Act 2003*.

Your request has catalysed internal analysis of policy and procedures relating to academic freedom, and will serve as useful preparation for cyclical review of Deakin's *Academic Freedom policy* already scheduled for 2019.

The policy frameworks governing Deakin's approach to academic freedom and freedom of expression are attached. These are publicly accessible in Deakin's [Legislation and Policy Library](#), but some additional internal documents have been identified, and are also attached.

In auditing Deakin's policies, internal stakeholders were asked to identify instances where issues relating to freedom of expression and academic freedom arose during 2018. Two instances were identified that involved freedom of expression, but also the manner in which views were expressed:

- A staff member's social media post
- A student's contributions to a subject discussion board.

Academic freedom and freedom of expression are important issues but, as is evident at Deakin where there is clear policy guidance given to staff and students, it is rare that these issues emerge and require attention. This allows Deakin to direct focus and attention to substantive issues of providing students with an outstanding education and undertaking world class research.

I would be happy to discuss the factors contributing to Deakin's successful management of these issues.

Yours sincerely

A handwritten signature in black ink, appearing to read "Jane den Hollander".

Professor Jane den Hollander AO  
Vice-Chancellor

## Deakin University Legislation and Policy Relating to Academic Freedom

All policies listed can be found in Deakin's Legislation and Policy Library, except the Enterprise Agreement for which an additional hyperlink is provided.

<http://www.deakin.edu.au/about-deakin/leadership-and-governance/legislation-and-policy-library>

**The Deakin University Act** includes the following as one of the University's objects (noting the objects of all Victorian universities are uniform):

- (e) to serve the Victorian, Australian and international communities and the public interest by—*
  - (i) enriching cultural and community life;*
  - (ii) elevating public awareness of educational, scientific and artistic developments;*
  - (iii) promoting critical and free enquiry, informed intellectual discourse and public debate within the University and in the wider society;*

### Academic freedom policy

*(4) The University recognises and values the right to academic freedom as central to its endeavours in scholarship, teaching and research and is committed to its promotion and protection within the University. It supports the right of its scholars to engage in critical inquiry and robust and unfettered critical debate. It recognises and promotes a diversity of opinion and the right to express that opinion freely.*

*(5) The University recognises that in the exercise of the right to academic freedom there is a duty and obligation on Academic staff to act responsibly and in good faith.*

*(6) Academic freedom includes the rights of all Academic staff, within their area of expertise, to:*

- a. exercise the right of academic freedom without fear of harassment, bullying, intimidation or unfair treatment and/or*
- b. speak, write and publish, or perform, create and exhibit, without being subject to University sanction, censorship or discipline.*

*(7) In addition, staff can make other comments provided they do so solely in their private capacity. A comment will not be in a private capacity if the person is identified as (or reasonably identifiable as) making the comment as a Deakin staff member or using Deakin technology and equipment.*

*(8) Clauses (6) and (7) include expression of unpopular or controversial views, but does not provide any right to harass, vilify, defame or intimidate other persons or to demean alternate points of view.*

*(9) By recognising, promoting and supporting the right to academic freedom the University does not imply endorsement of particular views expressed by Academic staff. The views expressed are the views of the Academic staff even though an affiliation with the University is indicated. Views on behalf of the University can only be expressed by officials and executives because of the position they hold or by other University staff if specifically authorised to do so.*

*(10) Academic freedom is not a defence for acting unlawfully or for poor behaviour or disrespectful treatment of others and in their exercise of academic freedom Academic staff will at all times also observe the University's Code of Conduct.*



## **Deakin University Enterprise Agreement 2017**

[http://www.deakin.edu.au/data/assets/pdf\\_file/0003/1062966/EA-2017.pdf](http://www.deakin.edu.au/data/assets/pdf_file/0003/1062966/EA-2017.pdf)

### **Intellectual Freedom**

*5.1 The Parties to this Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.*

*5.2 The Parties to this Agreement recognise that the University has a policy that enables a staff member to make public comments on a topic within their area of expertise and also to make other comments as long as the staff member does so in their private capacity and does not claim to represent the University when making these comments. This will include the expression of unpopular or controversial views, provided that they do not harass, vilify, defame or intimidate. Further details are set out in the policy and associated documents.*

*5.3 The University undertakes to consult staff members and the NTEU on any proposed changes to the relevant policy which might otherwise affect the freedom of staff members to provide public comment on community affairs as individual members of the community or to provide public comment in their particular area of expertise.*

### **Relevant policies**

Academic Integrity Policy

Admission Criteria and Selection (Higher Education Courses) Policy

Assessment (Higher Education Courses) Procedure

Media Policy

Research Conduct Policy (and related research integrity suite)

Social Media Policy

Statute 9.1 and Regulation 9.1.1 - Intellectual Property

Student Code of Conduct

Student Complaints Resolution policy

Student Complaints Resolution procedure

### **Relevant University property regulations and policy**

Regulation 6.1.2 (3)

Event and Visitor Protocol Procedure

Critical Incident Management Policy

Security Procedure

### **Relevant internal Guidelines**

Unit guide available to students on rights and responsibilities (attached)

Event Management Workflow (attached)

Commercial Events – Venue Work Hire Instructions (attached)

Event Risk Management Assessment Form (attached)

Deakin Venue Hire Agreement – Terms and Conditions (attached).

# Your rights and responsibilities as a student in this Unit

---

## Your rights and responsibilities as a student in this Unit

As a student of Deakin University, **you have rights** in relation to your study in this unit – for example:

- to be respected, intellectually challenged, and valued as an individual
- to be taught by competent, engaging and accessible teachers who provide timely and thoughtful feedback to you on your work
- to have reasonable adjustments made to assist you to meet your course requirements if you have a disability or a health condition
- to have access to free and fair processes to question University decisions where you believe they are wrong.

Importantly, **you also have responsibilities** as a member of the University community, for example:

- to complete all assessment tasks with integrity
- to seek assistance early where problems arise
- to accept and act on advice and feedback on your academic performance
- to participate constructively in learning in class, at placements and practicums, on study tours and online
- to treat staff and other students with respect and courtesy.

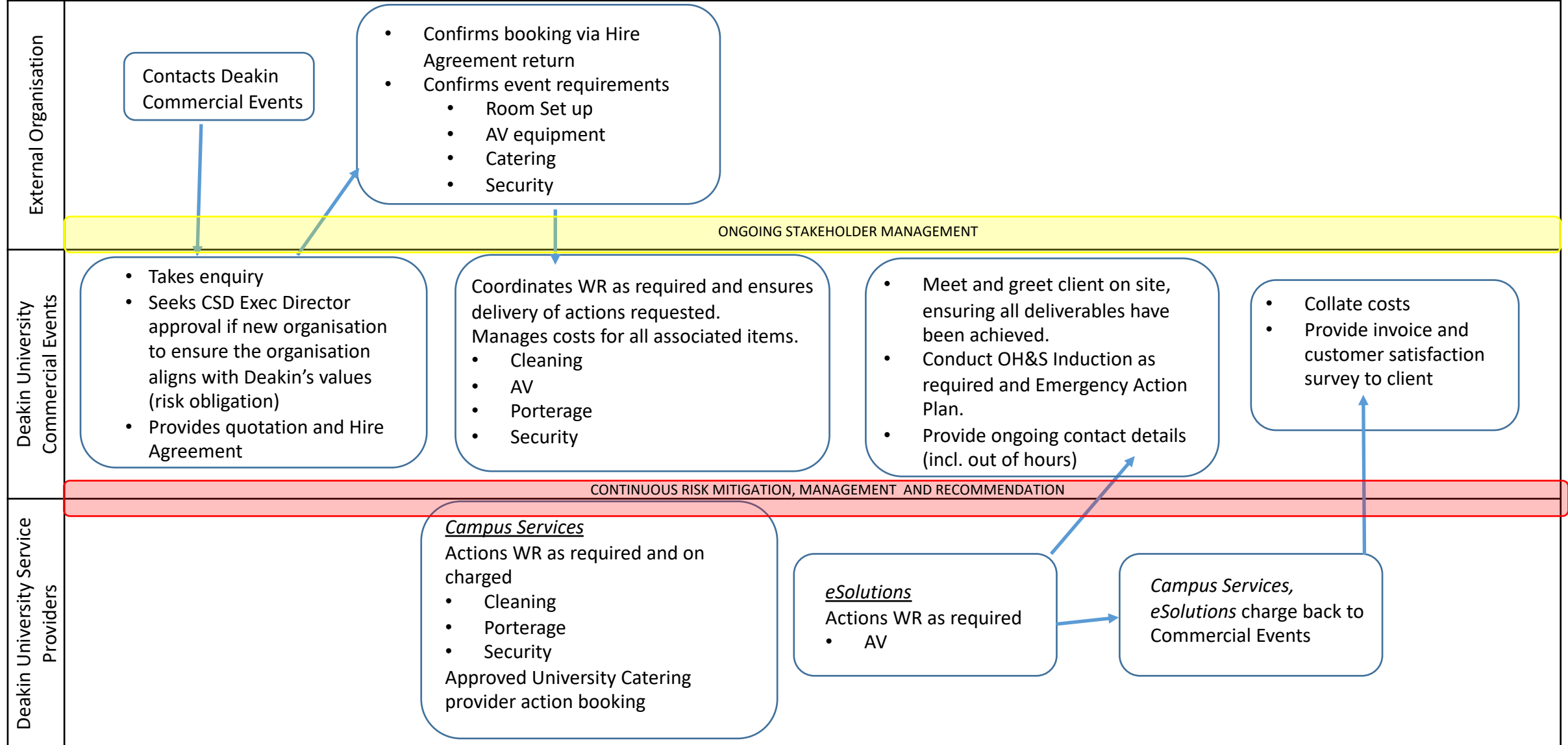
Deakin University is committed to the principles of equity and fairness and will not tolerate bullying, discrimination, sexual harassment, victimisation, child abuse or any form of interpersonal, psychological or physical violence.

Your responsibilities are summarised in the University's [Student Code of Conduct](#). Read the Code carefully, so that you have a clear understanding of your obligations to other

Deakin students and staff. Deakin also has values and standards of behaviour. Breaches of these behaviours may result in a misconduct case being considered against you. Students are expected to be familiar with these behaviours, which are detailed in the General Misconduct Regulation.

For more information and a summary of key policies for students, go to the [Rights and responsibilities webpage](#) .

# Standard Venue Hire Workflow



## DEAKIN EVENT MANAGEMENT SERVICES (DEMS)

### Work Instructions for Commercial Client Enquiries

1. **Enquiry:** On first contact from an external client enquiring about venue hire, lead the client through the questions and information requirements on the document '**New Enquiry form**' located here: <\\shares.deakin.edu.au\office-vpadv\Events\Commercial-Events\Policy & Procedures\Work Instructions>.
2. Once the full details of their function requirements, the organisation or company, and the nature of their event/function are ascertained, including the client's contact details, provide the client with a reasonable timeframe for a response to their enquiry and note this on the form.
3. **Approval:** If the company or organisation has not previously used Deakin facilities, approval needs to be sought prior to providing a quote. In this instance, compose an email to the Executive Director, Campus Services, and provide the following information:  
Company/organisation name  
Website – hyperlinked  
A brief summary of what the company is/does/provides etc  
Nature of the event they would like to hold at Deakin University

Once approval has been received, email the Senior Events Coordinator to request their details be added to the ARMS database of approved hirers.

4. **Making a Booking:** The booking process is dependent on the space that is being used. There are three available spaces including; Teaching Spaces, Meeting Rooms and General Function Areas.

#### To book Teaching Spaces –

Using the Syllabus program (Plus or Enterprise), search and check availability for the most appropriate space to meet the client's needs and event requirements. Book the room using the following guide: eg: to book a room for the NDIA staff training on 1<sup>st</sup> February 2016 at 9am for John Smith, the booking should be listed as:

Name: 160201 0900 EXT EVENTS – NDIA staff Training

Description: John Smith 0410 010 010 \*a,f,g,l1,ac

If the booking also involves venues outside of our management, ascertain the availability of the area(s) by emailing the appropriate person:

- Waterfront Kitchen Café area (Level1) at Waterfront, Clare Walter or Donna Robertson ext 78516 or [WFK@truffleduck.com.au](mailto:WFK@truffleduck.com.au)
- KD Stewart Centre, Waurin Ponds c/o YMCA on ext. 72711 or
- Costa Hall, Theatre & Foyers c/o Geelong Performing Arts Centre (GPAC) contact Angela Blackney on 5225 1233 or [angela@gpac.org.au](mailto:angela@gpac.org.au) or Angelique Helman [venuehire@gpac.org.au](mailto:venuehire@gpac.org.au) or 5225 1210
- Geelong City Centre (Waterfront Corporate Centre) 5227 8641
- Waurin Ponds Residences Contact: 5227 1158 or 5227 1028
- YMCA Sports Precinct: Jack Duke - [jack.duke@deakin.edu.au](mailto:jack.duke@deakin.edu.au) Phone: 03 9244 3732, Mobile: 0438 712 324
- Waurin Ponds Estate: 5227 3102
- Waterfront Library: Sabina Robertson - [sabina.robertson@deakin.edu.au](mailto:sabina.robertson@deakin.edu.au) 9244 6662
- Burwood Library: Kim Phu - [kim.phu@deakin.edu.au](mailto:kim.phu@deakin.edu.au) 9251 7017
- Waurin Ponds Library: Fiona Russell - [f.russell@deakin.edu.au](mailto:f.russell@deakin.edu.au) 5227 2862

**\*\*Please note-** If booking is exclusively for one of the above, then DEMS do not get involved, and you should refer the client directly to the appropriate contact.

### To book Meeting Rooms-

Meeting Rooms are booked using the Microsoft Outlook Calendar - click on the link to learn how to book through Microsoft Outlook Calendar; [https://support.deakin.edu.au/kb\\_view\\_customer.do?sysparm\\_article=KB0010261](https://support.deakin.edu.au/kb_view_customer.do?sysparm_article=KB0010261).

### To book General Function Areas-

These venues are not on Syllabus, check availability [here](#) and then contact Di Hodder: [roombookings@deakin.edu.au](mailto:roombookings@deakin.edu.au) or 5227 2302 to make a booking:

- Western Beach Room, Waterfront Campus
- Level 2 Gallery, Waterfront Campus
- John Hay Courtyard, Waterfront Campus
- Atrium, Waterfront Campus
- Inner Streets, Waterfront Campus

5. **Quote:** Using the [QUOTE TEMPLATE](#) document, add the appropriate client and event information, room number and event timings. Once completed the quote template, save the file to [\\shares.deakin.edu.au\office-vpadv\Events\Commercial-Events\Hire of Premises \(Geelong\)\Client Folders and Quotes\Quotes\Quotes 2017](#). Rename the document to "2017-name of company- date of event-quote.docx". An example to follow is; '2017SouthernUniversityGames\_29July\_2017\_quote.docx'.
6. **Rates:** Refer to the appropriate [Campus Hire Rate](#) sheets to allocate the venue hire fee – venue hire is for either 4 or 8 hour hire and falls under one of the 3 following categories: 'not for profit', 'commercial' or an 'internal' rate.
7. Save the quote in the correct campus folder using the client name, date of venue hire and date of quote as the filename:  
**Geelong:** Z:\External-Relations\Commercial-Events\Hire of Premises (Geelong)\Client Folders and Quotes\Quotes\Quotes 2017  
**Burwood:** Z:\External-Relations\Commercial-Events\Hire of Premises (Burwood)\Client Folders\_Quotes\Quotes\2017 Qts
8. The completed quotation is then forwarded to the client by way of email. A template can be found [here](#) (Geelong) together with the following information as required:
  - Venue hire form: [Z:\Hire of Premises Forms](#)
  - Quote: [Z:\Hire of Premises \(Geelong\)\Client Folders and Quotes\Quotes\Quotes 2017](#)
  - Room information [Z:\Commercial-Events\Floor Plans\Waterfront\Tech Specs](#)
  - Floorplan/map to room [Z:\Commercial-Events\Floor Plans](#)
  - Catering menu (if catering is required) [Z:\Commercial-Events\Catering](#)
9. Once the quote is sent, this should be noted on the client's 'New Enquiry Form', including a date of when sent and due for follow up. A copy of all documentation relating to the tentative booking is filed in the "Quotes Sent" binder (Burwood) or 'Geelong Enquiries' folder (Geelong).
10. The Events Officer will arrange and conduct a site visit of the selected or potential venues if required.

## Acceptance of quote/confirmation of booking

1. **Confirmation:** All confirmed bookings are immediately double-checked on Syllabus



2. **Deposit:** If felt necessary, the staff member may agree with the client that a holding deposit is required, and create a deposit invoice in DFMS.
3. **Job Folders:** On receipt of the accepted quote, the staff member will create a new 'Job Folder' (manila folder) for the event with the name and date of the activity being recorded along the spine. The staff member will attach the completed Venue hire form, insurance certificate and deposit receipt (if one) to the inside cover of the file. An **event checklist** is to be updated and also placed on the inside cover of the file. All documents relating to this enquiry/booking are then moved to this Job Folder and filed and labelled clearly.
4. The confirmed booking should then be added to the Outlook Calendar, noting the location and timing of the booking. The client's contact details should be entered into the body of the appointment entry and a 1 week out reminder set. The link for how to use Microsoft Outlook is; [https://support.deakin.edu.au/kb\\_view\\_customer.do?sysparm\\_article=KB0010261](https://support.deakin.edu.au/kb_view_customer.do?sysparm_article=KB0010261).
5. Advise any other providers (i.e. Caterers) concerned of the booking confirmation.

**\*\*Please note-** For providers used on a regular basis it may be worthwhile raising a Standing Purchase Order to cover several months rather than raising individual purchase orders per event. Discuss with supervisor before arranging.

6. The staff member will advise caterers, accommodation services, portage, and any associated services of the confirmation of the booking as follows:

Catering:

Refer to Food@Deakin <http://food.deakin.edu.au/>

**\*\*Please note:** For Geelong Waterfront Campus, WFK will liaise and invoice the client directly. Please contact ext 78516 or [WFK@truffleduck.com.au](mailto:WFK@truffleduck.com.au)

Portage:

Complete booking [form](#) with appropriate details. (For future reference save a copy of this sheet to your desk top for ease of use.) Once completed email as per the links provided at the bottom of the form.

Cleaning:

Complete an online work request with appropriate details found on the Facilities Management Services web site at <https://www.deakin.edu.au/apps/facilities-services/work-request/raise-work-request.php>

Security or Crowd Controllers:

Complete an online work request with appropriate details found on the Facilities Management Services web site at <https://www.deakin.edu.au/apps/facilities-services/work-request/raise-work-request.php>

Audio Visual Technicians:

Email Kris Brennan to discuss your requirements for external event IT support. (t) 52272123 or [kristopher.brennan@deakin.edu.au](mailto:kristopher.brennan@deakin.edu.au)

Risk Assessment:

If at this point you are questions any elements of the event and the negative impacted to the University, please complete an EVENT MANAGEMENT RISK & CONTROL ASSESSMENT. Please keep a copy of this assessment in the client file and forward a copy to Facilities Services (Update) a minimum 10 working days prior to your event.

~~[External-Relations\Commercial-Events\Templates\Documents](#)~~

Accommodation:

Complete a residential booking form found at [M:\Events & community relations\Events\Commercial Events\Residences](#) and email to the appropriate campus and contact person as listed above.

The residences contact will then send through a room listing for the client to complete for the purpose of key allocation for each unit. Send this onto the client asking for the completion and return to you no less than one week prior the beginning of the booking.

**\*\*For all portorage/security/cleaning requests send through all confirmed requirements at the start of the month to ensure ample time for co-ordination.**

- The staff member will liaise with the client to advise and clarify any further requirements prior to the function. All ancillary requirements are to be recorded in the client's file.
- The staff member is responsible for the event set up to the agreed plan and time frames previously negotiated with the client and to provide the client a warm welcome.
- The staff member is required to record any room booking changes on Syllabus Plus
- Ensure the return of all equipment and or University property from the client and make arrangement for their return. If out of hours arrange with security to have the anything dropped off with them for your collection the next working day.
- Arrange for any property left on the University premises to be stored, while the client is contacted regarding their retrieval.
- Prepare an account for all facilities, services (catering, portorage, AV, additional cleaning, additional security) and equipment hired (plants, furniture, external AV), for issue to the client. Ensure that all income and expenses occur in the same month for account keeping purposes.
- Raise invoice via DFMS.
- Upon receipt of Invoices from external hirer write purchase order number "ok to pay", sign and date on front of invoice, send to Account Payable at Finance at Geelong.
- If client is Internal (i.e. Marketing, VC's Office or one of the University Faculties/Divisions), prepare an Internal Transfer crediting appropriate accounts (see Account Codes) and forward to internal client requesting them to complete, sign and return to you.
- Once completed and returned, get approval signatures from Manager, Events and Community Relations and process via DFMS.

**\*\*Please note** - GST is not payable between University Divisions.

- On Receipt of the university invoice send same to the client with invoice email (Template) at <Z:\Templates\Documents\Geelong campus> Payment is normally sent to the Accounts Receivable office at the Warrnambool campus
- Once an Invoice has been raised, and all accounts paid, the job folder can be filed away in the filing cabinet.



## Event Risk Management Assessment Form

<b>Event Name:</b>	<b>Event Contact:</b>	<b>Event Date:</b>	<b>Event time:</b>	
<b>Event venue:</b>	<b>Event room:</b>	<b>Expected attendance numbers:</b>	<b>Event type:</b>	<b>Intended audience</b>
<b>Deakin event contact's name and mobile number:</b> <i>Who will be in attendance for the duration of the event</i>	<b>Manager/supervisor approval</b>			
<b>Additional comments:</b>				
<b>THE EVENT MANAGEMENT RISK ASSESSMENT (EMRA)</b>				
<p>The risk assessment document assists in identifying potential risks at an event and implementing controls to minimize liability to the University, providing a safe environment for all in attendance.</p> <p>The 'Deakin event contact' is responsible for identifying these hazards and working with various divisions across the University to implement practical solutions in line with the relevant Victorian statutory requirements.</p> <p>Steps to be followed are:</p> <ol style="list-style-type: none"> <li>1. Review the event and identify whether the event is high, medium or low risk (see guidelines below)</li> <li>2. Identify any potential hazards</li> <li>3. Implement controls to alleviate these hazards</li> </ol> <p><u>Required documentation where applicable</u></p> <p>Local Council – Copy of Temporary Occupancy Permit</p> <p>External Catering required docs:</p> <ul style="list-style-type: none"> <li>• Certificate of Currency insurance</li> <li>• Workcover Certificate of Currency</li> <li>• Food Registration Certificate</li> <li>• Streatrader Statement of Trade</li> <li>• Food Safety Supervisor Nominee and Certificate</li> </ul>				



## Event Risk Management Assessment Form

Is your event High, Medium or Low Risk?		
<b>High:</b> <ul style="list-style-type: none"> <li>• Your event will attract significant media attention</li> <li>• You are planning to invite a Minister, MP or VIP to your event</li> <li>• You are planning to build large, temporary structures at your event</li> <li>• Your event has been initiated by the Vice-Chancellor</li> <li>• You are charging for your event management services</li> <li>• Alcohol is being served at your event for 3 or more hours</li> <li>• You're expecting 300+ guests at your event</li> <li>• The event is being held outside of business hours</li> <li>• Your event is at risk of underage drinking or excessive alcohol consumption</li> </ul>	<b>Medium:</b> <ul style="list-style-type: none"> <li>• Alcohol is being served at your event for under 3 hours of service</li> <li>• You're expecting under 300 guests at your event</li> <li>• The event is being held outside of business hours</li> <li>• You have invited external guests</li> <li>• Your event is being held off campus</li> </ul>	<b>Low:</b> <ul style="list-style-type: none"> <li>• Internal networking events</li> <li>• Alcohol is being served at your event for under 2 hour of service</li> <li>• The event is being held within business hours</li> <li>• Your event is being held on campus</li> </ul>
<p><b>IF YOU HAVE IDENTIFIED YOUR EVENT AS HIGH RISK, PLEASE CONTACT UNIVERSITY EVENTS</b>  <b>E: <a href="mailto:unievents@deakin.edu.au">unievents@deakin.edu.au</a> P: 03 9246 8935</b></p>		





## Event Risk Management Assessment Form

Potential Hazards	Yes	N/A	Standard Controls Required	Completed
1. Is alcohol being served at your event?			1.1 <a href="#">Establish systems</a> for the prevention of underage drinking, excessive alcohol consumption, emergency arrangements, crowd crush and drink spiking  1.2 Please familiarise yourself with the <a href="#">Deakin Alcohol policy</a>	
			<b><i>If your event is over 3 hours of service, you are expecting 100+ guests, and your event is being held outside of business hours:</i></b> <ul style="list-style-type: none"> <li>• Notify Campus Services (<a href="#">Security</a>) of your event</li> <li>• Book 2 security guards at entry, plus an additional security guard per 100 guests</li> <li>• Cite Responsible Service of Alcohol certification (RSA)</li> <li>• Ensure License Holder/Nominee or Deakin Event Organiser <b>with</b> RSA OR Licensee's First Step must be present</li> <li>• Water to be readily available</li> </ul>	
			<b><i>If your event is under 3 hours of service, you are expecting under 100 guests, and your event is being held outside of business hours:</i></b> <ul style="list-style-type: none"> <li>• Notify Campus Services (<a href="#">Security</a>) of your event</li> <li>• Book 2 security guards at entry</li> <li>• Cite RSA certification</li> <li>• Ensure License Holder/Nominee or Deakin Event Organiser with RSA OR Licensee's First Step must be present</li> <li>• Water to be readily available</li> </ul>	
			<b><i>If your event is an internal networking under 100 guests, your event is under 2 hours of service and being held within business hours:</i></b> <ul style="list-style-type: none"> <li>• Notify Campus Services (<a href="#">Security</a>) of your event</li> <li>• Cite RSA certification</li> <li>• Ensure License Holder/Nominee or Deakin Event</li> </ul>	



## Event Risk Management Assessment Form

Potential Hazards	Yes	N/A	Standard Controls Required	Completed
			Organiser with RSA OR Licensee's First Step must be present <ul style="list-style-type: none"> <li>Water to be readily available</li> </ul>	
2. Is food being served at your event?			2.1 All food and beverages to be supplied by a University approved <a href="#">caterer</a>	
			2.2 Should you wish to apply for approval to use a non-University approved caterer, please contact Chris Livaditis (chris.livaditis@deakin.edu.au) External caterers must comply with the <a href="#">Victorian Food Act 1984 as administered by Department of Human Services</a> .	
3. Are external contractors being engaged?			3.1 Conduct the approved Deakin University <a href="#">Induction</a> on your external contractors	
			3.2 Contractor to provide a <a href="#">Job Safety Assessment</a> (JSA)	
			3.3 Contractor to provide evidence of Public Liability Insurance in accordance with the level of risk of the event/their work (minimum \$10 million public liability)	
4. Will the event require the construction of any stages or platforms (including sky borders and stage wings) exceeding 150m2 in floor area; OR temporary seating structures for more than 20 persons; OR tents, marquees or booths floor area			4.1 Organise a temporary occupancy permit through: Burwood - City of Whitehorse, Building Services - 9262 6333 Geelong - City of Greater Geelong, Building Services - 5227 0454 Warrnambool—Warrnambool City Council, Building Services 5559 4800	



## Event Risk Management Assessment Form

Potential Hazards	Yes	N/A	Standard Controls Required	Completed
greater than 100m <sup>2</sup>				
5. Are there any VIPs (high-profile, media worthy, political figures) attending your event?			5.1 Additional <a href="#">security and/or safety controls</a> implemented.	
			5.2 Any Political figures need to be approved by Cora Trevarthen (cora.trevarthen@deakin.edu.au)	
			5.3 Any media worthy figures to Bryan Allchin (bryan.allchin@deakin.edu.au)	
6. Is this a Deakin branded event?			6.1. Liaise with the Marketing Division ( <a href="mailto:identity@deakin.edu.au">identity@deakin.edu.au</a> ) to review and approve all branded collateral (following the <a href="#">Deakin University Visual Style Guide</a> )	
7. Does your event impact on traffic flows within the University and/or immediate surrounds?			7.1 Contact <a href="mailto:parking@deakin.edu.au">parking@deakin.edu.au</a> to develop an approved Traffic Management Plan	
			7.2 Ensure adequate arrangements have been implemented for parking of patrons and VIP guests	
8. Are items/tickets etc being sold at your event?			8.1 Ensure a <a href="#">cash handling plan</a> procedures have been developed and communicated	
9. Will amplified music or public address (PA) systems be used at your event?			9.1 Ensure amplified music or PA comply with the <a href="#">State Environment Protection Policy (Control of Music Noise from Public Premises)</a> and specific municipal requirements	
10. Does your event require additional electrical power?			10.1 Send a <a href="#">work request</a> to the Facilities Services Division and follow their instructions	
			10.2 Ensure all electrical and lighting equipment is tagged and in test date	
			10.3 Ensure all leads are cabled off the ground using	



## Event Risk Management Assessment Form

Potential Hazards	Yes	N/A	Standard Controls Required	Completed
			approved stands, minimising trip hazards	
11. Does your event require setting up of staging/tables/chairs etc?			11. 1 Contact Campus Services ( <a href="#">Porterage</a> ) to utilise their services	
12. Have you identified emergency management procedures?			12.1 Nominate trained first aiders to your event	
			12. 2 Ensure access routes and fire exits are clear	
			12.3 Ensure you are familiar with the venues evacuation procedures	
13. Is there a potential impact on fire systems, through the use of smoke machines, candles or pyrotechnics?			13.1 Contact <a href="#">Facilities Services</a> who will determine if fire isolation is required and if emergency services should be notified	
			13.2 If Campus Services have confirmed the isolation of fire system, notify <a href="#">Deakin Insurance Manager</a>	
14. Can the event be affected by adverse weather conditions?			14.1 Prepare a contingency plan, including a back-up venue	
			14.2 Ensure <a href="#">sun protection</a> and fluids are available on hot or sunny days	
			14.3 Ensure wet weather protection is available on cold and wet days	
15. Is there a potential for additional cleaning and waste to be generated?			15.1 Organise additional cleaning and waste requirements through <a href="#">Campus Services</a>	
			15. 2 Ensure your event abides by <a href="#">Deakin University's</a>	





## Event Risk Management Assessment Form

Potential Hazards	Yes	N/A	Standard Controls Required	Completed
			<a href="#">balloon-free policy</a>	



## Event Risk Management Assessment Form

### VCGLR and Deakin Requirements

#### **Licensee Obligations under the Act are:**

- The Supply of alcohol includes sell, offer or expose for sale, exchange, dispose of and give away
- Refreshments must be available on those premises/locations for purchase, and MUST be provided on request at any time at which liquor is available for supply
- Free drinking Water must be available for patrons/guests on the licensed premises or authorized premises, or must be provided on the request of a patron/guest at any time at which liquor is available for supply
- A copy of the licence or permit to be displayed on premises in a conspicuous place on the licensed premises/location in a manner that invites public attention
- Display on the licensed premises any notice that the Commission requires
- Control of business of supply of liquor. A licensee must not;
  - A. permit any other person to carry a business of supplying liquor on the licensed premises
  - B. permit any person who is not employed by the licensee to be engaged in carrying on such a business
- Keep an approved Responsible Service of Alcohol Register
- Must not supply liquor to persons under 18 years.

#### **Temporary Limited Liquor Licence**

- Can be applied for from the Victorian Commission for Gambling and Liquor Regulation
- At least 8 weeks prior to the Event Date for the supply and consumption of liquor on the premises outside the red line areas. Applicants must have approval to use the event venue/premises prior to applying for the liquor licence.
- Copy of Temporary Liquor Licence to be provided to relevant Stakeholders and a HARD COPY available to be viewed in the Bar Service Area
- RSA certification required

**Where a Temporary Limited Liquor Licence is obtained, event managers MUST provide a copy of the liquor licence to the relevant individual listed below at least TWO weeks prior to the event date, otherwise the event cannot occur.**

- Senior Authorized Manager
- Security
- Campus Services
- Room Bookings
- Space Management



## Event Risk Management Assessment Form

**Event Managers must have a hard copy of the Temporary Limited Licence in their possession for the duration of the event and MUST produce the Licence on request by University or Security Staff**

**Event Managers MUST display relevant Signage as per VCGLR requirements**

### **RESPONSIBLE SERVICE OF ALCOHOL**

Event Managers and Licensees must ensure that alcohol is served appropriately at Events in accordance with the following:

- The consumption of alcohol is social adjunct to, and not the purpose of, the event
- The event is fully inclusive and welcoming of all invitees including those who are not of legal drinking age and those who choose not to consume alcohol
- Alcohol is not served prior to the advertised event start time and service of alcohol finishes at least 15 minutes prior to the advertised event time
- Pre pouring of Alcohol is NOT considered responsible whilst it is operationally faster service this practice is NOT ALLOWED
- Non – Alcoholic drinks including plain water are available
- Appropriate food which does not encourage further consumption of Alcohol (i.e. Spicy/Salty Foods)
- Alcohol is only consumed in the area designated for the Event
- Alcohol is not knowingly served to a person under 18 years of Age
- Alcohol is not knowingly served to an intoxicated person

Event Managers and individuals serving Alcohol or monitoring alcohol consumption at the event must NOT themselves consume alcohol

Event Staffing Guide for Serving Alcohol:

- Up to 100 Guests – 3 RSA Staff
- 100 to 200 Guests – 5 RSA Staff
- More than 200 Guests – 6 RSA Staff or more

Event Managers must ensure individuals/staff serving alcohol at an Event must have completed certified training in responsible service of Alcohol (RSA) and access to Copies in their Event Brief

### **APPROPRIATE BEHAVIOUR AND INTOXICATION**

Event Managers and other Event Staff must:

- Encourage event participants to maintain an appropriate standard of behaviour for the safety and enjoyment of those attending the event and other members of the University
- Ensure that there are safe and appropriate means of managing difficult situations and inappropriate or unsafe behaviour resulting from the consumption of alcohol

Event Managers must take appropriate action where there is any issue involving safety, including where an event participant:



## Event Risk Management Assessment Form

- Becomes intoxicated at the event
- Arrives at the event already Intoxicated
- Passes out or becomes ill
- Becomes violent or threatens to become violent

Event Managers may consider an individual to be intoxicated where the person's speech, balance coordination or behaviour is noticeably affected and there are reasonable grounds for believing this is the result of alcohol consumption.

Event Managers should seek advice and support from Security, a senior University staff member or the Deakin Control Room (ph XXXXX) with regards to the assessment of alcohol affected behaviour.

Incident Reporting of any alcohol affected behaviour should be documented with the following information:

- Time and date of the incident
- A factual description of the incident
- Process of communication to the affected person
- staff member who communicated
- Actions taken
- Outcome
- Incident Report completed post Event.- Post event reporting creates a record for future policies and procedures. Incident reporting must be completed to report any personal injury or damage to property



## Venue Hire Agreement Terms and Conditions

### Right to Hire

1. Deakin grants to the Hirer the right to have access to and use of the Venue for the Period of Hire, subject to these Terms and Conditions.

### General Responsibilities of Hirer

2. The Hirer must:
  - (a) comply with these Terms and Conditions and any special conditions advised to the Hirer by Deakin;
  - (b) comply with all relevant Commonwealth, State and Local laws;
  - (c) comply with all statutes, regulations, policies and procedures of Deakin advised to the Hirer by Deakin;
  - (d) hold all necessary licences and permits;
  - (e) nominate a person who is over 18 and whose contact details have been provided to Deakin, to attend the Venue for the duration of the Event and to take responsibility for compliance with the Hirer's obligations under this Agreement during the Event;
  - (f) take full responsibility for the supervision, safety, first aid requirements and control of persons attending the Event;
  - (g) ensure that the number of persons attending the Event does not exceed the Venue capacity advised by Deakin;
  - (h) ensure that persons attending the Venue during the Period of Hire comply with the relevant provisions of these Terms and Conditions; and
  - (i) advise Deakin as soon as practicable of any damage caused to the Venue or any furniture, materials or equipment in the Venue during the Period of Hire.
3. The Hirer and all persons attending the Venue during the Period of Hire must comply with:
  - (a) all reasonable instructions and directions of Deakin staff;
  - (b) Deakin's balloon-free policy which provides that no balloons may be brought to the Venue; and
  - (c) Deakin's No Smoking policy which provides that smoking is not permitted in the Venue or on any Deakin property.
4. Unless otherwise approved by Deakin, the Hirer must only use the Venue in accordance with the details provided in the Application.
5. The Hirer must not:
  - (a) damage the Venue or damage or remove any furniture, equipment or materials in the Venue;
  - (b) bring any hazardous materials to the Venue;
  - (c) interfere with or alter Deakin's electrical systems, lighting or sound systems;
  - (d) disrupt the normal course of business of Deakin;
  - (e) assign its rights under this Agreement;
  - (f) use the Deakin logo unless authorised in writing by Deakin.
6. The Hirer is responsible for the maintenance and preservation of good order in and about the Venue throughout the Period of Hire.

7. If the Hirer requires any of the following they must be arranged with and approved by the Deakin Event Management Services Representative:
  - (a) deliveries;
  - (b) decorations;
  - (c) signage;
  - (d) AV services;
  - (e) erection of any temporary structures;
  - (f) use of Hirer's Equipment;
  - (g) catering;
  - (h) service of alcohol;
  - (i) playing of music;
  - (j) entertainment.
8. Where Deakin has requested and approved a Work Safety Plan submitted by the Hirer, the Hirer must act in accordance with that plan.
9. Where Deakin has consented to the Hirer bringing electrical equipment for use at the Venue, such equipment must have RCD protection and be tagged in accordance with standard AS/NZS 3760.
10. The Hirer warrants that its use of the Venue will not infringe any third party's intellectual property rights and that it has obtained any necessary licences in relation to the use of any third party's intellectual property.
11. The Hirer must, before the Period of Hire has expired, remove all of the Hirer's decorations, personal property and Hirer's Equipment.

### Rights and Responsibilities of Deakin

12. Deakin will provide the Additional Services referred to in the Quote for the fees listed in the Quote.
13. Deakin may cancel a booking and terminate this Agreement at any time in its absolute discretion, including if in Deakin's reasonable view circumstances exist which cause the Venue to be unsafe or unsuitable for the Event. Deakin will provide the Hirer with as much notice of cancellation as is reasonably possible and will where possible provide the Hirer with an alternative venue.
14. In the event that Deakin exercises its right to terminate under **clause 13** Deakin may in its absolute discretion refund some or all of the fees paid by the Hirer if in Deakin's view the Hirer is not responsible for the termination.
15. Officers, employees and agents of Deakin having reasonable cause will at all times have free and uninterrupted access to any and every part of the Venue during the Period of Hire.
16. Deakin may remove any person from Deakin's premises, including the Venue, if their behaviour is deemed to be disruptive to Deakin's business, offensive, illegal, immoral, disorderly or dangerous or in breach of any statute, regulation, policy or procedure of Deakin.
17. Deakin may terminate any Event which in Deakin's reasonable view:
  - (a) is disorderly;
  - (b) is disruptive to Deakin's activities as a University;
  - (c) is dangerous or illegal; or
  - (d) is detrimental to the reputation of Deakin.

## Fees and Invoices

18. Deakin will invoice the Hirer for:
  - (a) the fees for hire of the Venue and any Additional Services calculated in accordance with the Quote; and
  - (b) any additional charges incurred by Deakin in connection with the use of the Venue by the Hirer including costs of repairs and additional cleaning.
19. The Hirer must pay invoices received from Deakin within 30 days of receipt.
20. Unless the amounts to be paid by the Hirer under **clause 18** are specifically described as being 'GST-inclusive' the Recipient will also pay any GST payable by Deakin in relation to those supplies.
21. If the Hirer cancels a booking the Hirer will, at Deakin's discretion, be liable for the following proportion of the fees and charges payable under **clause 18**:
  - (a) 0-7 days prior to Event date: 100%;
  - (b) 8-15 days prior to Event date: 50%;
  - (c) 16-30 days prior to Event date: 25%.

## Liability and Indemnity

22. Except for fair wear and tear, the Hirer will be liable for any damage to the Venue or any furniture or materials within the Venue, which occurs during the Period of Hire.
23. The Hirer indemnifies Deakin, its servants, agents, employees and students (**the Indemnified**) from and against any losses and liabilities incurred as a result of the hire of the Venue by the Hirer, and whether caused by the Hirer, its servants and agents or any other person, except to the extent that such liabilities are caused by the negligent or wrongful act or omission of the Indemnified.
24. Deakin will not under any circumstances be liable for:
  - (a) any loss or damage to the Hirer's Equipment;
  - (b) any loss or damage to the personal property of the Hirer or of any persons attending the Venue during the Period of Hire;
  - (c) any loss or damage to the Hirer or any third party as a result of Deakin exercising its rights under **clauses 13, 16, or 17**; or
  - (d) any indirect or consequential loss.
25. The Hirer indemnifies Deakin for any losses and liabilities incurred by Deakin for infringement of a person's intellectual property rights arising out of the Hirer's use of the Venue.

## Insurance

26. The Hirer must hold the following insurance policies in respect of the Period of Hire:
  - (a) subject to **clause 28**, public liability of at least
  - (b) \$10m per claim; and workers compensation for its employees.
27. The Hirer must provide Deakin with certificates of currency for the above insurances prior to the start of the Period of Hire.
28. Where the Hirer does not have its own public liability insurance the Hirer will be covered by Deakin's public liability policy in respect of the Hirer's use of the Venue for the Period of Hire, to a maximum of \$10 million per claim, and the Hirer indemnifies Deakin for any excess or increased premium payable by Deakin as a result of a claim by the Hirer on Deakin's insurance.

## Miscellaneous

29. This Agreement comes into operation when Deakin receives the signed Application from the Hirer.
30. Neither Party may use the logo of the other Party without the written consent of that Party.
31. The Parties must attempt to resolve any dispute regarding this Agreement or the hiring of the Venue by negotiation, and if this is unsuccessful, by referring the matter to mediation, before initiating any court action.
32. This Agreement is governed by the laws of the state of Victoria and the Parties submit to the jurisdiction of the courts of that state.

## Interpretation

33. In these Terms and Conditions:

**Event, Period of Hire and Venue** are specified in the Application;

**Additional Services** means the services to be provided by Deakin in relation to the hire of the Venue;

**Application** means the Venue Hire Application completed and signed by the Hirer;

**Agreement** means the Deakin University Venue Hire Agreement between Deakin and the Hirer which consists of the Quote, the Application and these Terms and Conditions;

**Deakin** means Deakin University ABN 56 721 584 203 of 1 Gheringhap Street, Geelong, Victoria, 3220;

**Hirer's Equipment** means equipment brought to the Venue by the Hirer for use during the Period of Hire;

**Hirer** means the entity named as such in the Application;

**Parties** mean Deakin and the Hirer;

**Quote** means the letter from Deakin to the Hirer to which these Terms and Conditions are attached which sets out the cost of hire of the Venue, any Additional Services to be provided by Deakin and the fees for those services and any other relevant details in relation to the Hire and use of the Venue for the Event; and the words 'include' and 'including' are to be interpreted without limitation.