1.0 Purpose

The purpose of this policy is to provide guidelines for the making of agreements for the use of University space by external organizations or individuals in cases where the proposed use is compatible with the mission and policies of the University and does not interfere with normal University requirements. It is intended that these guidelines permit a degree of flexibility for the manager of the space, while at the same time demanding that those involved in formalizing agreements exercise responsibility in order to protect the legal and other interests of the University.

2.0 Application of Policy

2.1 This policy does not apply to the following locations:

Dunsmuir Lodge  
Faculty Club  
Graduate Students Ida Halpern Centre  
Student Union Building

2.2 This policy does apply to the following locations:

<table>
<thead>
<tr>
<th>Space available for booking</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic department facilities (policy 4500)</td>
<td>Department Chair or Director (in the case of Business and Law, the Office of the Dean)</td>
</tr>
<tr>
<td>Classroom buildings: classrooms, seminar rooms, lounges, lobbies, foyers, computer labs</td>
<td>Non-Academic Bookings</td>
</tr>
<tr>
<td>Craigdarroch Conference Centre</td>
<td>Housing, Food &amp; Conference Services</td>
</tr>
<tr>
<td>Education Arts Plaza</td>
<td>Non-Academic Bookings</td>
</tr>
<tr>
<td>Food Outlets: University Centre Cafeteria; Sweet Greens; Caddy’s; CAPS; Cadboro Commons Dining Room</td>
<td>Housing, Food &amp; Conference Services</td>
</tr>
<tr>
<td>Jeanne S. Simpson Field Studies Resource Centre</td>
<td>Non-Academic Bookings</td>
</tr>
<tr>
<td>Maltwood Art Museum</td>
<td>Maltwood Museum - General Office</td>
</tr>
<tr>
<td>Physical Education, Athletics and Recreational Facilities: McKinnon Building, Gordon Head Complex, Centennial Stadium, Wallace Field, the University’s natural and artificial playing fields, and the tennis courts (policy 6480)</td>
<td>Manager, Athletics &amp; Recreational Services</td>
</tr>
<tr>
<td>Senate and Board Room - UC 180 (policy 6430)</td>
<td>Non-Academic Bookings</td>
</tr>
<tr>
<td>UVic Downtown</td>
<td>Continuing Studies</td>
</tr>
<tr>
<td>University Centre Farquhar Auditorium (policy 6420) and Auditorium Foyer</td>
<td>University Centre - General Office</td>
</tr>
<tr>
<td>University Interfaith Chapel (except Meditation Room)</td>
<td>Student and Ancillary Services</td>
</tr>
<tr>
<td>Residences</td>
<td>Housing, Food &amp; Conference Services.</td>
</tr>
<tr>
<td>All other space: grounds, foyers, lobbies, lounges</td>
<td>Student and Ancillary Services</td>
</tr>
</tbody>
</table>

### 3.0 Priorities in the Allocation of University Space

In the allocation of University space, with the exception of the UVic Downtown location, the following priorities are normally observed before non-University bookings can be made.

- Academic credit courses;
- Continuing Studies credit courses;
- Continuing Studies non-credit courses;
- Official University functions as required by the Chancellor or the President;
_ Academic activities (governance meetings, professional development courses, University sponsored functions);
_ Approved University activities (conferences, faculty, staff, and UVSS-sponsored clubs, course unions, and clubs sponsored through Athletics and Recreation).

4.0 University's Right to Refuse or Cancel Bookings

The University reserves the right to refuse or cancel any booking where the requested booking conflicts with the priorities established in paragraph 3.0 of this Policy or where, in the opinion of the University, the booking conflicts with the University’s mission statement and/or policies, the function is not suitable for the requested space or facility, or the proposed activities may be unlawful, present a risk to public safety or persons using the space or facility, or be contrary to public policy. Such bookings will be cancelled, subject to the return of the client’s deposit. First time Users should be asked to state the purpose of the rental, the subject matter of the event, and the list of speakers or asked to submit a written request for a booking including as much detailed information about the event as possible. If it appears that the event falls under the reasons for refusal or cancellation cited under this clause, the Associate Vice President Legal Affairs should be consulted as to whether the event should be refused and on the wording of the refusal. Refusals or cancellations are final. Where the University cancels a booking, any deposit that has been paid shall be refunded.

5.0 Room Booking Agreements

Except where a registration card is used (residence, Craigdarroch Conference Centre bed and breakfast facilities) a room booking agreement should be drawn up and signed by the User. This agreement should include terms that implement Section 6.0 of this policy. The University may require additional terms and conditions that are relevant to the particular site, event, and to any services being provided.

Consultation on the correct wording of room booking agreements is available through the Associate Vice-President Legal Affairs.

6.0 Terms and Conditions Applicable to Room Booking Agreements

Each room booking agreement shall include wording that implements the following terms and conditions.

6.1 University Trademarks

The use of all University trademarks, trade names, logos, designs, symbols and service marks belonging to the University is forbidden unless a written authorization is obtained in advance from the University.

6.2 Signage, Posters and Advertising

All signs, banners, posters and notices must comply with the University of Victoria policies including the Poster and Banner Regulations. Non-
University Users must not imply an association with the University. Except for the purpose of describing the location of the event, the words “University of Victoria”, “UVic”, and “UVic Downtown” must not appear in any advertising or notices with regard to the event.

Any signs that are posted on University property advertising the event must be approved and stamped as being approved by Student and Ancillary Services (except for UVic Downtown facilities where signs should be approved by UVic Downtown). Sign holders for exterior use are available at no charge from Facilities Management. All signs, banners, posters and notices must be removed immediately after the event.

6.3 Government Fees and Licenses

The User is solely responsible for and shall immediately pay when due any and all license fees, permit fees, assessments and taxes that may be imposed by any government or government agency whether federal, provincial or municipal with regard to the licensee’s use of the rooms or facilities.

6.4 Copyright and Trademarks

The User is solely responsible for obtaining all licences with regard to the use of copyrighted music, dramatic or other works in the rooms or facilities and the User shall immediately pay when due any and all royalties, fees and costs arising from the use of such works and from the use of any patented, trademarked, or franchised articles, devices, or processes in or on the rooms or facilities.

6.5 Cancellation of Booking by User

A booking may only be cancelled by giving notice in writing to the University and the User remains liable for payment of a cancellation fee in accordance with the following schedule. Where written notice of cancellation is received by the University:

1) at least three weeks prior to the event, the cancellation fee is $50 (including GST);

2) less than three weeks but more than 48 hours prior to the event, the cancellation fee is 50% of the full rental charges.

Where notice of cancellation is not received until less than 48 hours before the event, the University is entitled to payment of the full rental charges.

6.6 Extra Services

UVic Downtown will handle any requests for any services from its Users directly.
Extra services are available to Users of University space as follows and will be billed to the User at the rate in effect at the time of the booking of the event:

6.6.1 Audiovisual Equipment

Requests must be made for audiovisual rentals well in advance of the required service or when booking through Non-Academic Bookings. Use of such equipment is subject to the Policy Guide on Audiovisual and Maintenance Services.

6.6.2 Catering

Users must arrange any catering directly with UVic Food Services, except where the facilities are located at UVic Downtown. Where the rooms are located in UVic Downtown, catering must be arranged with UVic Downtown.

6.6.3 Cleanup

Cleanup costs beyond normal maintenance are charged to the User.

6.6.4 Security

If security measures are required at a User's event, security arrangements must be made by the User through UVic Campus Security Services.

6.6.5 Setup

Rooms are rented on an “as is” basis. Setup is normally only done for conferences in the summer on a fee basis.

6.7 Indemnity

The University normally requires the User to indemnify the University of Victoria, its representatives, employees and agents against any and all claims, demands, actions, suits and costs arising out of any act or omission of the User and its employees and agents; from any and all loss of or damage to the space or to any property of the University of Victoria contained in the space from any cause in any way connected with the use of the space by the User; reasonable wear and tear and damage by fire, explosion, lightning, or tempest only excepted.

For any event that involves a significant amount of risk for the University, the Manager, Insurance and Financial Systems should be consulted as to whether or not an indemnification should be provided and in what amount. If in doubt as to whether to consult, err on the side of caution.
6.8 **Liability**

All rental agreements must contain a statement to the effect that University space and facilities are used at the User’s own risk. The University of Victoria is not responsible for damage to or loss of personal effects or equipment, nor injury to the User or any persons in attendance at any event organized by non-University Users. Any damage to equipment or property as a result of the User’s event will be the sole responsibility of the User.

6.9 **Liquor**

Liquor may only be served at designated licensed areas or in areas where a Special Occasion Permit has been authorized by the Executive Director of Student and Ancillary Services.

6.10 **Merchandising**

Sales of books must be approved by the Manager of the University Bookstore. All other merchandising requires authorization from the Executive Director of Student and Ancillary Services.

6.11 **Parking**

Parking at the University is subject to the University of Victoria traffic and parking regulations. Permits may be purchased at the directory boards at the entrances to the campus. Visitors can also park at meters.

6.12 **Safety and Emergency Procedures**

All rental agreements shall contain wording to the effect that public safety is the responsibility of the User, who will comply with all applicable statutes, regulations and by-laws whether federal, provincial or municipal, including all fire regulations.

If the event cannot be completed due to emergency, the University will, at the request of the User, endeavour to provide the User with alternative facilities or return the User's deposit. The User shall waive any claim for damages or compensation from the University of Victoria.

6.13 **Smoking**

All rental agreements shall contain wording to the effect that smoking is not permitted in any University building.