

YOUX CLUBS AGREEMENT

BETWEEN

The University of Adelaide ABN 61 249 878 937

of North Terrace, Adelaide in the State of South Australia 5005 (“the University”)

AND

The Party named in Item 1 of Schedule 1 (“the Club”, together with the University, “the Parties”)

RECITALS:

- A. The University is governed by the University of Adelaide Act 1971 (“the Act”).
- B. The Club is or wishes to be an affiliated club of YouX, otherwise known as the Adelaide University Union under the Act.
- C. It is a condition of affiliation with YouX that Clubs execute and abide by this Agreement.

TERMS

1. CLUB AND CLUB MEMBERS BOUND BY UNIVERSITY POLICIES AND PROCEDURES

- 1.1. The Club agrees to be bound by, and the Club’s Management Committee will ensure that the Club abides by, all University Policies.
- 1.2. The Club by its Management Committee will:
 - 1.2.1. use its best endeavours to ensure all Club Members abide by University Policies; and
 - 1.2.2. take appropriate action to address any conduct of Club Members or participants in Club activities that breaches University Policies.
- 1.3. The Club acknowledges and agrees that actions or omissions of Club Members while participating in or in relation to Club Activities will be deemed to be actions of the Club.
- 1.4. A breach of this Agreement by a student of the University may be managed under the University’s Student Misconduct Policy, and a breach of this Agreement by a University staff member may be managed under the University of Adelaide Enterprise Agreement.

2. GRANT OF LICENCE TO USE UNIVERSITY NAME AND/OR LOGO

- 2.1. The Club acknowledges that it is an offence under the Act to use the University’s name or logo or to assume a name or description that uses the University’s name or logo, except in pursuant to a written agreement between the University and the party wishing to do so.

2.2. If the Club wishes to use the University's name, the University will consider the information in Schedule 1 and, in its absolute discretion, determine if it will grant to the Club a non-exclusive licence to use the University's name and/or logo.

2.3. If the Club wishes to reproduce the Brand or Materials:

2.3.1. it must apply for such use via the University's [Marketing Department](#); and

2.3.2. the University will consider the information in Schedule 1 and the application submitted by the Club under clause 2.3.1 and, in its absolute discretion, will determine if it will approve the application.

2.4. If an application under clause 2.3.1 is approved, the Club and Club Members must comply with the University's Brand Policy and Visual Identity Guidelines in effect at the time of use.

3. USE OF UNIVERSITY FACILITIES

3.1. If the Club wishes to conduct Activities anywhere on a University campus:

3.1.1. the Club must adhere to the [Room and Outdoor Spaces Booking Guide](#); and

3.1.2. the University will consider the information in Schedule 1 and any booking made in accordance with the [Booking Guide](#) (or any failure to make such a booking or adhere to the Booking Guide) and, in its absolute discretion, will determine if it will approve the Activities that the Club wishes to conduct.

3.2. The Club must not conduct Activities anywhere on a University campus unless the University provides its approval under clause 3.1.

4. NOTICE OF BREACH

4.1. If the Club believes, has reason to believe, or suspects that it, any Club Member and/or any other individual who has interacted with the Club or participated in Club activities has or may have breached University Policies, it must notify the University in writing within 7 days.

4.2. The University will not communicate with the Club regarding the outcome of any notifications made under clause 4.1.

5. UNIVERSITY RESPONSE TO BREACH, AND REVOCATION OF LICENCE

5.1. If the Club breaches this Agreement, the University may in its absolute discretion:

5.1.1. require the Club to take any reasonable action in response to the breach, including without limitation action required to rectify the breach within a specified timeframe;

5.1.2. require the Club to provide information to the University within a specified timeframe;

5.1.3. restrict and/or ban the use of University facilities by the Club; and/or

5.1.4. revoke any licence granted to the Club under this or any other agreement.

5.2. Nothing in this Agreement will affect the University's rights and obligations under its Policies including with respect to actions in respect of breaches of its Policies.

5.3. The University may, in its absolute discretion, revoke any licence granted to the Club under this or any other agreement, without cause, by providing 1 month's notice to the Club.

6. TERMINATION

6.1. Any licence or right granted under this Agreement automatically terminates at the end of the Term if such licence or right has not been revoked prior to that date.

6.2. This clause 6 and clauses 5, 7, 8 and 9 survive termination of this Agreement.

7. INDEMNITY

7.1. The Club indemnifies the University from any and all liability arising out of or in relation to its Activities, including without limitation its use of the Brand and University facilities.

8. NOTICES AND CORRESPONDENCE

8.1. Notices to the Club must be sent via email to the President and/or Secretary of the Club nominated in Schedule 1.

8.2. Notices to the University must be sent via email to Michael.Physick@adelaide.edu.au and cc'd to Marketing@adelaide.edu.au unless otherwise requested by the University.

8.3. Notices are deemed to be received on the date of the transmission of the relevant email.

9. CESSATION OF USE OF BRAND AND MATERIALS TO BE DESTROYED

9.1. If a Licence has been granted to the Club under clause 2 and such Licence is revoked or the Term ends and the Parties do not enter into a further Licence for a further Term:

9.1.1. the Club's rights to use the Brand cease; and

9.1.2. the Club must immediately cease using the Brand and take all necessary steps to do so, including without limitation amending its constitution, removing the Brand from all Material, and destroying any such materials that include the Brand.

10. DEFINITIONS

10.1. In this Agreement:

10.1.1. "**Activities**" means any and all activities conducted, engaged in or associated with the Club and includes without limitation Club stalls, meetings, events or protests.

- 10.1.2. “**Booking Guide**” means the University’s guide to booking rooms and outdoor spaces on campus as amended from time to time and as published at www.adelaide.edu.au/infrastructure/ua/media/4556/room-bookings_july-2024.pdf.
- 10.1.3. “**Brand**” means the University’s name, standard logo (as available at <https://www.adelaide.edu.au/brand/visual-identity/logo>) and, where provided by the University to the Club, “Brand” includes a secondary logo.
- 10.1.4. “**Brand Policy**” means the University of Adelaide Brand Policy as amended from time to time and as published on the University’s website at www.adelaide.edu.au.
- 10.1.5. “**Club**” means the Club named in Item 1 of Schedule 1.
- 10.1.6. “**Club Management Committee**” means the committee or board of directors of the Club named in Item 1 of Schedule 1 and includes the office bearers of such Club.
- 10.1.7. “**Material**” means all material produced by the Club in the ordinary course of its operations, including letterhead, stationery, posters, signage, creative and advertising material, clothing, merchandise and promotional products.
- 10.1.8. “**Club Member**” means any members of the Club from time to time.
- 10.1.9. “**Term**” means the period commencing on the date of execution of this Agreement ending on 31 December 2025.
- 10.1.10. “**University Policies**” includes the University’s Statutes, Rules, Policies, Procedures, Guidelines, Handbooks and other related information published by the University.
- 10.1.11. “**Visual Identity Guidelines**” are the University’s Visual Identity Guidelines published at <https://www.adelaide.edu.au/brand/visual-identity/logo> or otherwise at www.adelaide.edu.au and as amended from time to time.
- 10.1.12. All references to clauses are references to clauses of this Agreement.

The Parties agree to the Terms and Conditions, and Schedules.

EXECUTED as an agreement

EXECUTED by an authorised officer of)
THE UNIVERSITY OF ADELAIDE:)
)
)

.....
AUTHORISED OFFICER SIGNATURE

.....
Name & Position Title
(BLOCK LETTERS)

Date:

EXECUTED by an authorised officer of)
the Club:)
)
)

.....
AUTHORISED OFFICER SIGNATURE

.....
Name & Position Title
(BLOCK LETTERS)

Date:

SCHEDULE 1

INFORMATION PROVIDED BY THE CLUB TO THE UNIVERSITY

(clauses 2.1, 3.2 and 3.3 of the Agreement)

1. The Club must provide the information to the University requested in this Schedule 1.
2. In the event that any information provided in this Schedule 1 is no longer current, the Club must complete an amended Schedule 1 Form to reflect such changes within 7 days of the change.
3. Where a Club's name or proposed name includes the name of the University:
 - 3.1.1 if the Club is a new club, prior to the establishment and/or incorporation of the Club, the promoters of the Club must submit its proposed name, purpose and objectives to the University for the University's approval, which approval the University may or may not provide in its absolute discretion;
 - 3.1.2 if the Club is an existing club, prior to the formal adoption of a new name or new purpose and objectives by the Club, the Club must submit any proposed changes to the same to the University for the University's approval, which approval the University may or may not provide in its absolute discretion; and
 - 3.1.3 only if approval has been given by the University in accordance with this clause 3 may the Club use the University's name in its own name and so refer to itself as such including but not limited to in its constituting documents, and formalise new or changed purpose and objectives in its constituting documents.

SCHEDULE 1 FORM

Item	Details	Date of Club's Adoption of New / Change, as Stated Below
Item 1: The Club	Name: Address:	
Item 2: Objective(s) and Purpose(s) of the Club		
Item 3 Notices <i>(addresses for Notices to be sent under clause 9 of the Agreement)</i>	President Name: Email: Secretary Name: Email:	