

#### **Canada's Capital University**

Policy Name: Booking University Centre Galleria Space

Originating/Responsible Department: Office of the Vice-President (Students and Enrolment)

Approval Authority: Senior Management Committee

Date of Original Policy:

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May 2007

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Contact: Information Carleton

### Policy:

The University has the right and responsibility to manage the use of, and access to, its space to ensure that the University's academic and non-academic activities, the safety of the community and facilities, and the University's reputation are not compromised. This policy outlines appropriate procedures and conditions and/or limitations regarding the use and booking of the University Centre Galleria ("the Galleria").

## Purpose:

This policy has been established to ensure that the Galleria is used efficiently and responsibly and in ways consistent with the <u>University's values and priorities</u>. This policy will ensure that the events do not impact on the normal operations of the University particularly academic activities such as lectures, seminars, and work groups related to teaching.

## Scope:

This document contains the following sections all of which form part of the Galleria Booking Policy:

**SECTION 1: General Terms and Conditions** 

- A. Booking Guidelines
- B. Fees
- C. Acceptable Use
- D. Restrictions and Conditions

SECTION 2: Booking Procedures and Policies

- A. Information Carleton Procedures
- B. Conference Services Procedures

**SECTION 3: Appendices** 

A. University Centre Galleria Floor Plan

### **SECTION 1: General Terms and Conditions**

This section sets out how the Galleria is to be booked, associated fees and charges are to be levied, and the activities that can be accommodated. The procedures for booking space in the Galleria are developed and employed separately by the Booking Offices for their individual space allotment as outlined in Section 2, however this section governs the determination of appropriate use in all cases, including the form and content of all display materials used or intended to be used in the Galleria.

By proceeding with an event booked in the Galleria, the individual or group (whether internal or external) agrees to abide by applicable laws (municipal, provincial, and federal) and all rules and regulations described or referenced here, as well as in all other University guidelines, policies, and communications. Without limiting the University's available legal remedies, failure to abide by this policy will result in penalties up to and including forfeiture of the current booking and cancellation of booking privileges in addition to any other penalties outlined herein.

## A. Booking Guidelines

- 1. The Booking Office: The applicable Booking Office as outlined below manages the booking process for an event. The Booking Office is responsible for ensuring that users are informed of their responsibilities under this and other related University policies and that, where applicable, all relevant information on indemnity and liability has been communicated and all appropriate agreements concluded. The applicable Booking Office is determined as follows:
  - a. During the Academic Year: From September 1 through April 30, areas "B", "C", and "E" are managed and booked through Information (Info) Carleton, and areas "A" and "D" are not available for booking as specified in Appendix A.
  - b. During the summer: From May 1 through August 31 the entire Galleria is managed and booked through Conference Services.
- 2. General Booking Process: All requests for the booking of the Galleria space will be in writing according to the procedures outlined in Section 2 and considered in collaboration with relevant offices. Applications must be submitted to the appropriate Booking Office ten (10) days in advance of the event to be guaranteed consideration, and those submitted after this time may not be considered. Applications must include a complete description of the intended event comprising the following
  - a. the purpose or nature of the table rental/event;
  - b. complete list of all activities, displays, and promotion planned;
  - c. general set-up guidelines, including floor plans when requested; and
  - d. declaration to abide by the Galleria Booking policy and all related policies of the University.
- 3. Booking Privileges: University departments and/or organizations and student groups recognized by <u>CUSA</u>, the Graduate Students' Association (GSA), or <u>the Office of Student Affairs</u> may request to book the Galleria under the criteria of this policy, with each of these offices providing updated lists annually to the Booking Offices. The priority ranking for the use of the Galleria will be as follows:
  - a. Academic or Administrative Users:
  - b. Academic Invitees;
  - c. Recognized Student Groups as defined above; and
  - d. Approved third parties.

Any variance to the above priority ranking is subject to approval by the Vice-President (Students and Enrolment) or their designate.

- 4. Third Party Organizations: Use of the Galleria by third party organizations may, at times, be authorized by the Vice-President (Students and Enrolment) or designate, however the activities undertaken must comply with all University policies and regulations, including but not limited to the policy on <u>Commercial Activities</u>. Such permission must be granted in writing. Examples of groups that may be approved at the discretion of the Vice-President (Students and Enrolment) or designate include not-for-profit organizations or charities, Carleton alumni, and retired faculty and staff. An off-campus organization or individual may also be sponsored by an academic or administrative unit as well as CUSA or the GSA as follows:
  - a. The sponsoring department/group will be responsible for ensuring all charges for costs incurred as a result of booking space for an off-campus organization are paid promptly. In all cases, the sponsor becomes liable for any charges left unpaid 30 days following invoice.
  - b. When additional services (e.g., Campus Safety Services, Facilities Management and Planning, Instructional Media Services, etc.) are required, the sponsoring department will make the necessary arrangements with the appropriate University department as outlined in Section 2.
  - c. The sponsoring department should also be responsible for ensuring that the user of the space have a minimum of \$2 million dollars general liability insurance.
  - d. Third party organizations shall be required to sign in advance an agreement to use the space and maintain Commercial General (or Professional) Liability Insurance with limits of not less than five million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof or as specified by the Director of Risk and Insurance or designate. Third party organizations shall provide a certificate of insurance prior to use of the space and include the University as an Additional insured.
  - e. Third party organizations shall pay a deposit as determined by the applicable Booking office in advance of using the space.
- 5. **Sanctions:** When sanctions that affect booking privileges are applied to a group or individual by one Booking Office, that office will notify all others in writing. Until which point the sanction is lifted by the original Booking Office, all other offices will honour the sanction in the Galleria space they control.
- 6. **Public Access:** The group must be aware that the public has access to University property. The University cannot accept responsibility for the safety of members of the group or of their property.
- 7. No Warranties: The Galleria space is provided "as is", without any specific warranty of safety or suitability for any particular use. The group or individual booking the space is solely responsible for performing any necessary or prudent inspections and taking any appropriate safety or other precautions.
- 8. **Insurance and Risk:** By using the Galleria, individuals or groups agree to indemnify and save harmless the University or its agents from all claims as a result of injury or death to any person or persons or the damage to property of other arising out of the use of the Galleria as aforesaid. An event risk management form is required to be submitted to the Office Risk and Insurance Services for approval of the event. The form is required for events meeting certain criteria. See section D6 of this policy. In addition, the booking group may need to arrange for security at the event at their own expense if deemed necessary by Campus Safety Services.
- 9. **Utilities:** The University cannot guarantee an uninterrupted supply of electricity, water, heat, air conditioning, or other utility. The University will be diligent in restoring an interrupted utility where it is in its power to do so. Booking the Galleria does not entitle a group to access the University's Internet or intranet services.

10. **Cancellation:** The applicable Booking Office and the University retains the right to cancel any and all bookings in their sole and unfettered discretion and at any time. Individuals or groups holding a booking must provide proper notice of cancellation or late arrival as outlined in Section 2 or be subject to penalties up to and including fines, loss of booking privileges, and cancellation of pre-existing future bookings.

#### B. Fees

- 1. Admission Fees: Groups or individuals will not be permitted to charge admission to any function or collect monies from persons attending an event held in the Galleria for which no rental fee is being paid. When any fee is sought, or a donation is requested or admission is charged a rental fee will be levied by the Booking Office. Due to the additional assistance provided by Conference Services, they reserve the right to levy a rental fee for all events where they are the Booking Office, as outlined in Section 2. Bookings by Third Party Organizations shall be levied a rental fee by the applicable Booking Office. Fundraising activities are exempt from B.1 except where additional services are requested, and then the fees outlined in B. 2-4 will apply.
- 2. Set-Up Requests: All requests for additional furniture or rearrangement requirements must be submitted a minimum of five (5) business days in advance of the event. Additional fees for service will be charged if a specified set up is requested or if a room or space is not returned to its original state. This fee may be due to the Booking Office or to Facilities Management and Planning as outlined in Section 2. Please note that all use of outside furniture and equipment is prohibited unless permission is granted by the Booking Office in writing.
- 3. **Clean Up:** The Galleria may require additional caretaking services, such as cleaning services or garbage removal regardless of whether the space is returned to its original condition. Any resulting charges will be passed on to the group or individual booking the Galleria. To avoid any extra charges please return the space to its original condition.
- 4. Extraordinary Charges: If the Booking Office learns that the individual or group booking the space has provided false information concerning the nature of the event, or that they have not adhered to the terms and conditions of the policy or contract (where applicable), additional charges will be levied. The Booking Office may cancel the booking and retain all deposits that have been paid to reserve the space as well as restrict future booking privileges for the group or individual.
- Outstanding Fees Due: Space will not be booked to groups or individuals who have outstanding payment balances to the University, including where such a balance was incurred by a group that was sponsored.

### C. Acceptable Use

- 1. Management: The appropriate use of space for each booking in the Galleria will be determined by the applicable Booking Office as outlined here. A decision of a Booking Office to deny a proposed use of space in the Galleria may be made in advance by denying the booking or at any time during the booking resulting in action up to and including immediate cancellation. Decisions may be appealed in writing to the Vice-President (Students and Enrolment) or designate, whose decision on the matter shall be final, and decisions of the Booking Office (even if under appeal) and the Vice-President (Students and Enrolment) or designate must be complied with immediately.
- 2. General Guidelines: Membership in the University community entails certain rights and responsibilities, including an obligation to deal ethically and fairly with other members and to not discriminate or harass. The University requires civil conduct and respect for the rights of others. It endeavours to provide a safe environment, conducive to personal and intellectual growth, which is not only free of discrimination, injustice and violence but is also characterized by understanding, respect, peace, trust, openness and

fairness. In making decisions on the appropriate use of space in the Galleria, the Booking Office and (in the case of an appeal) the Vice-President (Students and Enrolment) or designate shall be guided by Carleton's <a href="Human Rights Policies and Procedures and Freedom of Speech Policy">Human Rights Policies and Procedures and Freedom of Speech Policy</a>. Any actual or proposed use of the Galleria considered by the Booking Office or (in the case of an appeal) the Vice-President (Students and Enrolment) or designate to violate the aforementioned Carleton Human Rights Policies and Procedures, Freedom of Speech Policy or any other University policy, rule or regulation will be prohibited.

- 3. Complaint Process: In the event that any member of the University community is offended by an actual use of booked space in the Galleria, then such member of the University community may begin a complaint through the following process. Those who may have concerns regarding the use or booking of the Galleria space in relation to Carleton's <u>Human Rights Policies and Procedures</u>, are strongly encouraged to discuss their issues with the University's Equity and Inclusive Communities office, 3800 Carleton Technology and Training Centre.
  - a. Apply to the Booking Office in writing for a decision reversal, indicating the reasons for taking offense and the sections of these Guidelines alleged to be violated by such use. At its earliest opportunity, the Booking Office will decide either to require that the use be discontinued immediately, or that it may continue and this decision will be communicated to interested parties in writing.
  - Any interested party feeling aggrieved by such decision may appeal the decision in writing to the VP (Students and Enrolment) or designate whose decision on the matter shall be final.
- 4. **Further Approvals:** Any event planned for University space may be subject to approval by Campus Safety Services, Facilities Management and Planning, Conference Services, and/or the Finance Office (Risk and Insurance Services) in addition to that of the Booking Office.
- 5. **Other Applicable Policies:** This policy must be read in conjunction with all other University policies that impact the use of University space. Examples include but are not limited to: Advertising Policy, Alcohol and Cannabis Use Policy, Booking Space on Campus, Commercial Activities, Food Services, Gambling on Campus, Carleton's Human Rights Policies and Procedures, Posting, Risk Management Policy, Student Rights and Responsibilities Policy, and Weapons Policy. Please see the complete list of University policies for further information.
- 6. Ban: Any Groups or individuals banned by a Booking Office from booking space or who lost their booking privileges shall be automatically banned from booking space from any of the other Booking Offices. As soon as possible after groups or individuals have been banned or have had their booking privileges removed, the applicable Booking Office shall inform the other Booking Offices accordingly.

## D. Restrictions and Conditions

### 1. Set-Up:

- a. Individual tables may be booked through Info Carleton when they act as the Booking Office. Tables are only available during the Booking Office's hours of operation.
  - i. Only six (6) tables shall be allowed in area "C" of the Galleria and must be placed as indicated in Appendix A.
  - ii. No tables should be placed in areas "B" or "E" without written permission.
- b. Full areas may be booked through all Booking Offices. In the case that a group has booked one or more areas, they must comply with the fire egress as shown in Appendix A in placement of their tables or other items.
- Posters, placards, banners, flags, etc., cannot be displayed without prior approval of the Booking Office.

- d. Nothing shall be placed in front of a table or in any way impede the movement of people in the Galleria.
- Commercial Activity: No third-party commercial sales or marketing will be allowed in the Galleria without the prior written approval of Vice-President (Finance and Administration) or designate. Also see the Commercial Activities policy.
- 3. Noise Restrictions: Due to the proximity of office and classrooms the University will not permit excessive noise to be created by bookings. There is a requirement to ensure that noise does not create a disturbance to the occupants of the classrooms and offices or interfere with the normal University activities. Those booking the Galleria must ensure that any activities or equipment, in conjunction with the ambient noise of the Galleria, does not exceed 75 decibels. The Galleria is an open space and as such all groups with bookings at any one time, regardless of the Booking Office, must work in cooperation to maintain this acceptable level.
- 4. Fundraising: A <u>University</u> or <u>CUSA</u> recognized group may book the Galleria space for fund raising (including, but not limited to, ticket sales, bake sales, and silent auctions). Fund raising activities shall be subject to approval by the Booking Office at their sole discretion and cannot include the selling of goods or services. Groups or individuals who do not have a booking in the Galleria may not fundraise anywhere in the space, including at the stairs leading into the space. Please also see the <u>Commercial Activities</u> and <u>Code of Conduct for Apparel Supplies and Trademark Licensees</u> policies.
- 5. Food: No food items that require temperature control or regulation are permitted to be sold or given away, free or by donation. Also see the <u>Food Services</u> policy. Exemptions may be granted on a case-by-case basis. An application for an exemption will be considered by the Vice-President (Students and Enrolment) or designate and must be approved in writing to be valid.
- 6. Risk Assessment: Certain events may be the subject of a "risk assessment" by the University. The University shall determine if such an event is permissible or not, and, in such cases, the Risk Analyst (Finance Office) will provide a risk assessment based on the Booking Office's procedures outlined in Section 2 as well as the <u>Risk Management</u> policy. An assessment is mandatory if the event will:
  - a. host more than 50 people;
  - b. feature a speaker from an external organization;
  - c. be held in whole or in part after the Booking Office's hours of operation;
  - d. serve alcohol:
  - e. include any activity that holds potential risk to persons or property (throwing objects, sports or physical games, etc.); or
  - f. raise any other concerns as identified by the Booking Office.
- 7. **Advertising and Promotions**: booking the Galleria does not entitle the booking group or individual to advertise or promote an event on University property, nor does it grant any license to the use of the Carleton University name, logos, or other registered marks in any advertisement, poster, or other publication.
- 8. **Additional Conditions**: The University may require the booking group or individual to meet additional conditions that, in the University's sole discretion, are necessary or advisable for the safety and/or proper operation of the University. Such conditions may include, but are not limited to: entering into a separate written contract with the University for the booking, providing acceptable proof of insurance coverage, and/or providing appropriate security personnel.
- 9. **Exceptions:** Exceptions or modifications to this Policy may be made by the express approval of the Vice-President (Students and Enrolment) or their designate.

# **SECTION 2: Booking Procedures and Policies**

This section sets out the procedures for booking space in the Galleria as developed and employed by the separate Booking Offices for their individual space allotment as outlined in Section 1. Further details on requirements and penalties as outlined by the individual Booking Offices are provided here, although all bookings made through any of the Booking Offices must comply with Section 1 in its entirety.

# A. Information (Info) Carleton Procedures

- 1. Application: Groups or individuals with booking privileges may apply for Galleria space using Info Carleton's <u>online form</u> or by completing an application in person for day-of bookings only. Day-of bookings will only be provided when space is or has become available and applications must be approved by a full-time professional Carleton staff member before set-up can begin. Therefore, day-of bookings are subject to a full-time professional Carleton staff member being available to review the application.
- 2. **Risk Management:** Groups or individuals who are planning an event that is identified as requiring a risk assessment must apply through <u>Park Admin</u>. Info Carleton will tentatively hold the space for fourteen (14) days, but the booking will not be approved until the assessment is returned with a positive result. Info Carleton reserves the right to release the tentative hold at any point after fourteen (14) days have passed.
- Approval: All booking approvals will be communicated in writing by Info Carleton. In the case of day-of bookings, the written authorization of a full-time professional Carleton staff member is required.
- 4. **Set-Up Requests:** All requests for additional furniture or rearrangement requirements must be arranged by the individual or group through Facilities Management and Planning (FMP). In the case where area "E" is booked, the existing furniture must be removed by FMP unless written approval is otherwise given by Info Carleton.
- 5. **Clean-Up:** When clean-up is required, any costs passed on to Info Carleton will be charged to the group or individual's balance owing to the University.
- 6. **No-Shows:** One written warning will be given to those groups or individuals who book space in the Galleria but do not show up for their booking or arrive late by 30 minutes or more. In addition, their booked space is subject to be released to a day-of booking under the conditions outlined above after 30 minutes have passed. If the group or individual does not show up or arrives late by 30 minutes or more a second or subsequent time in the same academic year (September April), they will be fined \$50.00 (for not showing up) and \$25.00 (if they arrive late by 30 minutes or more). In addition, the current booking will be forfeited and booking privileges will be suspended for the rest of the term, including the cancellation of any previously approved bookings in that term. Booking privileges may be reinstated the following term only if all fines have been paid in full as outlined in Section 1. Where an individual or group has an outstanding balance on the first day of a new term, all previously approved bookings for that term will be forfeited.
- 7. **Cancellations:** Any cancellation must be received by Info Carleton in writing no later than 8:30 am on the business day prior to the date of the reservation when a table is booked and no later than 8:30 am five (5) business days prior to the date of the reservation when a section is booked. If such notice is not given, the group will be assessed as a "no-show", as described above. Furthermore, groups who cancel bookings excessively as described in sub-points 7.a. and 7.b. will have their privileges revoked for the remainder of the academic year.
  - a. Where a table booking is cancelled less than one (1) week in advance a fifth time in the same academic year, the group will forfeit privileges as outlined in item 7.
  - b. Where a full section booking is cancelled less than three (3) weeks in advance a second time in the same academic year, the group will forfeit privileges as outlined in item 7.

- 8. **Noise:** One verbal warning will be given to those groups or individuals who are not compliant with noise guidelines as outlined in Section 1 during any booking. After this warning, the following process will be followed as necessary. When multiple groups are booked in the Galleria they will be responsible for working together to maintain an acceptable level of noise, and any penalties will be levied against one or multiple groups at the sole discretion of the Booking Office.
  - a. Where a group or individual is not compliant a second time during the same booking, they will be instructed to discontinue all activities, and use of all equipment and/or instruments creating noise (including shouting).
  - b. A fine will be levied where a group or individual is not compliant a third time during the same booking (\$25.00), or a second time on a subsequent booking in the same academic year (\$50.00). In addition, the current booking will be forfeited and booking privileges will be suspended for the rest of the term, including the cancellation of any previously approved bookings in that term. Booking privileges may be reinstated the following term only if all fines have been paid in full as outlined in Section 1. Where an individual or group has an outstanding balance on the first day of a new term, all previously approved bookings for that term will be forfeited.

### **B.** Conference Services Procedures

 Application: Groups or individuals with booking privileges may apply for Galleria space using the online <u>Inquiry Form</u>. For more information, please see the Conference Services Space Booking Policy.

#### Contacts:

Vice-President (Students and Enrolment)
Information Carleton
Conference Services

### **Links to Related Policies:**

Advertising Policy Alcohol and Cannabis Use Policy Booking Space on Campus Policy Code of Conduct for Apparel Supplies and Trademark Licensees\ Commercial Activities Policy Conference Services Space Booking Policy. Food Services Policy Freedom of Speech Policy Gambling on Campus Policy Human Rights Policies and Procedures Posting Policy Recognition of Student Organization Policy Risk Management Policy Students Rights and Responsibilities Policy Tobacco Smoking and Cannabis Consumption on Campus Policy Weapons Policy

# **SECTION 3: Appendices**

# A. University Centre Galleria Floor Plan

