

ATTENTION ALL PERSONS accessing this facility.

The following conditions apply when you enter or use this Translational Research Institute core facility (“**Core Facility**”), which is operated by the Translational Research Institute Pty Ltd as trustee for the Translational Research Institute Trust (“**TRI**”). If you do not accept these conditions, you must immediately leave the Core Facility. By accessing or using this Core Facility, you agree to these Terms of Use.

- 1 You acknowledge that you have been authorised by your institution/organisation to access or use the Core Facility, and that if you do not have that authorisation or your institution/organisation otherwise does not pay the charges which are incurred as a result of your access or use, you will be liable to pay those charges.
- 2 You acknowledge that if you are an occupant of the TRI building (for example, if you have a desk in the TRI building), you will only be permitted to access or use the Core Facility if your name or position is listed as an authorised user of that Core Facility on the list provided through the booking system reporting.
- 3 You represent, warrant and undertake to TRI that:
 - (a) you have any and all applicable authorisations and licences (statutory, industry or otherwise) to carry out all activities which you will be carrying out when accessing or using the Core Facility;
 - (b) you will comply at all times with the law and with the requirements of all authorities relating to all activities to be undertaken by you in the Core Facility
 - (c) you will not conduct any undertakings within the core facility for which you have not been adequately trained and approved as an authorised user;
 - (d) you will comply with any direction notified to you (whether orally or in writing) by any representative of TRI while accessing or using the Core Facility or which pertains to your access or use of the Core Facility;
 - (e) you will adhere to all applicable work health and safety laws at all times while you are accessing or using the Core Facility (including ensuring the Core Facility remains clean and tidy and free from rubbish at all times);
 - (f) you will act with due care and skill while accessing or using the Core Facility;
 - (g) Protect the premises and all fixtures, fittings, plant and equipment in or on the premises from damage as a result of your use of the Facility Resources and promptly report any damage to the Facility Manager; and
 - (h) you will be responsible for the cost of making good any damage caused by you to the Core Facility including all fixtures, fittings, plant and equipment in or on the Core Facility, and immediately upon becoming aware of any such damage will alert a representative of TRI to such damage.
- 4 TRI has the right to direct you to leave the Core Facility at any time.
- 5 Despite any other provision of this agreement and subject to clause 6, to the full extent permitted by Law, the maximum aggregate liability of TRI on any basis (including liability under principle of law, in negligence, tort, contract, statute or otherwise or by way of indemnity) in respect of any loss suffered or incurred by you in relation to your use of the Core Facility is limited to the price of the Services paid to TRI over the three month period before the loss arose. In no event will TRI be liable for any consequential loss.
- 6 Where a claim relates to the TRI’s failure to supply of Services in accordance with the terms of this Agreement, TRI will at its option either resupply or supply equivalent Services; or refund the price paid by the User for the Services; or pay the cost of having the Services resupplied by a third party. TRI will not be liable to you for Consequential Loss.
- 7 You agree to:
 - (a) only use the Core Facility resources for the uses approved by the Facility Manager.
 - (b) comply with the Core Facility policies and procedures;
 - (c) comply with any reasonable request of the Facility Manager in respect of your use of the Core Facility Resources.
 - (d) not allow any circumstance to arise when using the Core Facility which might be a nuisance to other occupants or visitors to the building;
 - (e) not have or store in the Core Facility any hazardous chemicals or other hazardous substance (in water form or state) without the Facility Manager’s and TRI Work Health & Safety Manager’s prior written approval; and
 - (f) not obstruct the common areas of the building or any emergency exits with goods or any other items.
- 8 Before first using the Facility Resources to undertake a research project, you must supply the Facility Manager with copies of all approvals required by the core facility in respect of the research project.
- 9 You must be inducted prior to using the Core Facility. You acknowledge that this may include a short test to gauge your level of understanding.
- 10 You must conduct a risk assessment for every experimental protocol and provide it to the Facility Manager prior to using the Core Facility for that experimental protocol.
- 11 You must, to the extent applicable, comply with: Applicable laws; Australian Standards for safety in PC2 and PC3 containment facilities; The TRI Code of Practice; OGTR guidelines for dealing with genetically modified organisms under PC2 and PC3 containment; and Department of Agriculture, Fisheries and Forestry Quarantine Approved Premised and permit criteria for QC2 facilities as applicable.