

CONDITIONS OF HIRE

FOR TOWN HALLS

It is a condition of hire that the Application for Hire is accurate and complete, dated, signed and returned to Council.

The Council reserves the right to refuse to accept any application for hire at its absolute discretion.

1. Definitions

In these Conditions of Hire:

the Application for Hire means the Application for Hire completed by the Hirer, to which these Conditions of Hire relate;

the Booking Officer means the Council's Venues & Events Booking Officer, Team Leader or Co-ordinator;

the Council means Yarra City Council;

the Event means the event described in the Application for Hire;

the Facility means the Town Hall or other facility referred to in the Application for Hire;

the Hirer means the person or body described as such in the Application for Hire; and

the Security Bond means the security bond described in the Application for Hire.

2. Security Bond and Hire Charges

2.1 A booking is not deemed to have been confirmed until after a Security Bond and Event Booking Application form has been received by the Council.

2.2 All hire charges must be paid by the Hirer in full to the Council 28 days prior to the Event.

2.3 The Security Bond must be paid by the Hirer to the Council 14 days from a tentative booking being made. If not paid by then the booking may be cancelled by the Council without notice.

2.4 The Hirer will be liable on demand by the Booking Officer to pay any further amount to meet the full costs of the repair of any damage to the Facility caused by the Hirer or persons attending the Event or for any abnormal cleaning of the Facility or both as the case may be. This amount will be deducted from the Security Bond.

3. Cancellation of Bookings

3.1 By the Hirer

3.1.1 Where the booking is withdrawn by the Hirer, some or all of the Security Bond may be retained by the Council. The amount to be retained will be as follows:

- (a) Where notification of withdrawal is received at least 28 days prior to the Event, no Security Bond will be retained; or
- (b) Where notification of withdrawal is received more than fourteen days prior to the Event, 50% of the Security Bond will be retained by Council.
- (c) Where notification of withdrawal is received less than fourteen days prior to the Event, 100% of the Security Bond will be retained by Council.

3.1.2 In the event of withdrawal, the balance of any Security Bond remaining after deduction of the sums referred to in Clause 3.1.1 must be returned to the Hirer.

3.2 By Council

In the event that the Facility cannot be made available to the Hirer on the date(s) for which it has been hired by reason of fire, flood, damage, industrial dispute, emergency requirement by the Council or any other reason whatsoever, the Council will not be liable for any loss, damage or injury suffered by the Hirer by reason of the unavailability of the Facility, with the exception of refunding in full to the Hirer any Security Bond and hire charges paid for the booking cancelled. The Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or equity for any loss or damage in consequence of the cancellation.

4. Limit of Hiring

4.1 The Hirer is only entitled to the use of the particular part or parts of the Facility hired, and must vacate the same punctually at the time specified in the Event Booking Application form. The Council reserves the right to let, license, hire or use any other portion of the Facility for any other purposes at the same time.

4.2 If the Facility is not vacated and all possessions removed by the specified time, the Hirer must pay the overtime charges as indicated on the Hiring Charges Schedule.

5. Sub-Licensing

5.1 No portion of the Facility hired may be let or sub-licensed or any licence transferred or assigned by the Hirer without the written consent of the Booking Officer.

6. Compliance with statutory obligations

6.1. **Local Laws** pertaining to noise restriction, planning and all other relevant issues must be observed and adhered to by the Hirer in connection with the Event.

6.2. **Performing Rights.** The Hirer agrees to indemnify the Council and keep the Council indemnified against any liability, action, claim, loss or damage for breach of copyright in connection with the Event.

6.3. Party Safe registration

Where applicable the Hirer must complete a Victoria Police Party Safe application and provide Council with the registration number.

6.4. Sale of Liquor

6.4.1 No liquor of any kind may, either directly or indirectly, be sold by or on behalf of the Hirer in any part of the Facility without the prior consent of the Booking Officer.

6.4.2 Where consent is granted in accordance with clause 6.6.1 the Hirer must obtain any necessary permit or licence and give the Booking Office a copy of the same at least 48 hours prior to the Event (refer Liquor Licensing Commission Ph 9655 3366).

- 6.4.3 The Council reserves the right to prohibit the introduction of liquor into the Facility at any time. The Hirer must comply with the prohibition.

6.5 Police/Security Staff Attendance

The Hirer must arrange at his, her or its expense for the services of the police or licensed security guard (as approved by the Booking Officer) at the Event if these services are considered necessary by the Booking Officer. There must be one security guard for every 100 patrons, present 30 minutes before the event is due to start and 30 minutes after the guests vacate the Facility.

7. Capacity

The capacity of the Facility is governed by the Building Code of Australia and other provisions of the *Building Regulations* 2006. The capacities of the Facility are set out in the table below:

Facility	Maximum capacity
Richmond Town Hall	200
Collingwood Town Hall	500 (Main Hall) 300 (Balcony)
Fitzroy Town Hall	300 (Main Hall) Balcony not available for access
Reading Room	100

The Hirer must ensure that these capacities are not exceeded.

8. Evacuation Plans

Evacuation plans are displayed in the Facility. The Hirer must familiarise himself, herself or itself with these plans. Additional plans can be requested from Venues & Events staff.

9. Emergency Exits

All exits marked with an illuminated exit sign MUST be kept clear by the Hirer with a 2 metre path of egress. No exit signs are to be covered by the Hirer in any way. No emergency exits are to be blocked or obscured by the Hirer in any way (including tables and chairs within a 2 metre path)

10. Good Order

- 10.1** In the event that any part of the Facility is damaged to such an extent that it affects another hirer's use of the Facility or requires any booking to be cancelled, the Hirer will be liable for all costs and losses incurred by the Council (as well as the costs of repairing such damage), including hiring fees and other loss of revenue, in connection with the damage and making good the damage.

10.2 Furniture and flooring

The furniture supplied with the Facility hire must be handled by the Hirer in a manner that does

not damage the furniture, floor or building. Excessive damage to the building by misuse of furniture or damage to furniture will be repaired by the Council at the Hirer's cost.

10.3 Banned Items

Talcum powder, confetti, glitter and the like must not be used by or on behalf of the Hirer in or outside the Facility or in any areas adjacent to the Facility.

10.4 Gas and No flame policy

- 10.4.1 No naked flame or smoke causing item may be used by the Hirer in the Facility.
- 10.4.2 No flammable liquids or gas cylinders may be brought by the Hirer inside the Facility.

10.5 Smoking

Smoking is prohibited in the Facility.

10.6 Gambling

Games of chance at which either directly or indirectly money is passed as a prize are prohibited in the Facility.

11. Cleaning /Rubbish/Recycling/Food Scraps

- 11.1 The Hirer shall leave the Facility in a reasonable clean & tidy condition and shall place all rubbish, refuse and waste matter prior to or at vacation time in bins provided. If the Hirer fails to comply, the Booking Officer will arrange for cleaning and removal of any waste matter and the Hirer will be liable for any costs involved. The Hirer may also incur additional cleaning charges should this be deemed appropriate. Floors that have been soiled unreasonably must be swept, mopped and/or vacuumed as necessary at the conclusion of the event. The Hirer is responsible for leaving every utilised area of the Facility in a clean and tidy condition, to the satisfaction of the on-duty Venues & Events Staff.
- 11.2 Placing incorrect items in recycling or food waste bins (contamination) will result in part or all of the Security Bond being retained.
- 11.3 No food or drinks may be taken onto, or consumed on the balcony
- 11.4 If such works are not carried out to the satisfaction of the Venues & Events Staff, the Booking Officer will arrange for cleaning, waste removal, de-contamination or other such works as are necessary to be undertaken and the Hirer will be responsible for all costs incurred by the Council.
- 11.5 The Hirer must ensure that tables are wiped down after use. All spills must be cleaned/mopped by the Hirer as they occur.
- 11.6 The Council provides cleaners who will remove the furniture and mop floors only.
- 12. Advertising/Notices**
- 12.1 No décor or signage is to be erected by the Hirer using sticky tape, gaffa, blu tak, screws or nails. Any damage caused by this breach will be deducted from the Security Bond.
- 12.2 Signs, notices and the like must not be displayed by or on behalf of the Hirer outside the

Facility or its precincts without the prior consent of the Booking Officer.

13. Subject of Entertainment

The Hirer must provide to the Booking Officer full details of the proposed Event entertainment. The Booking Officer may decide that the entertainment or equipment are inappropriate and may not proceed, which decision will bind the Hirer.

14. Function Equipment

14.1 Electrical Stage Equipment

The Hirer must arrange at his or her expense for the services of a qualified contractor (as approved by the Booking Officer) in connection with the Event if these services are considered necessary by the Booking Officer due to special stage equipment or lighting being used.

14.2 Decorations/Stage Fittings and Additional Equipment

14.2.1 No stage property, electrical installation, appliance or decorating materials or articles of any kind may be brought into the Facility by or on behalf of the Hirer without the consent of the Booking Officer.

14.2.2 Should consent be granted by staff for the temporary installation of decorations, stage fittings or additional equipment, the Hirer may be required to complete a formal risk assessment to identify, assess and control any risks associated with installation, operation and removal of such property or equipment. This risk assessment must be completed and accepted by the Booking Officer prior to commencement of installation.

14.2.3 Cables, cords or other like items are not to be present on the floor of the Facility if, in the opinion of the Booking Officer, they are likely to be or create a safety hazard.

15. Catering

15.1 The Hirer may make arrangements for a caterer of his, her or its choice to provide catering services in connection with the Event.

15.2 The Hirer is responsible for ensuring that the Facility's kitchen is left in a clean and tidy condition, and that all equipment, fixtures and utensils are left clean and in good order and condition.

16. Excessive Noise

16.1 Councils Town Halls are in close proximity to residential areas. No amplified or live music is permitted in the Facility without the permission of the Venues & Events Staff. If permission is granted, amplified music must be kept to a minimum AND must not exceed +55 decibels above background noise. In accordance with the conditions of hire, all functions must conclude by 1am on Fridays and Saturdays and 11pm on all other nights of the week. It is the responsibility of the Hirer to ensure that guests leave the Facility in a quiet and orderly fashion.

16.2 The Hirer shall not allow any activity to occur which could result in complaints being directed to the Facility for excessive noise.

16.3 The sound level shall be kept below the EPA recommended measurement for the particular time of day or night and in accordance with Local Laws. Any fines incurred will be the Hirer's responsibility.

16.4 Sounds checks are to be conducted no earlier than 5pm from Monday to Friday without prior consent of the Booking Officer.

17. Right of Access

17.1.1 The right of free access to any part of the Facility at all times is reserved by the Booking Officer

17.1.2 The Booking Officer may authorise Council staff to enter the Facility for health and safety and/or emergency reasons.

17.2 Provision of Hallkeeper

A Council representative (being a member of the Venues & Events staff) will be present at each booking of the Facility. The Hirer must obey all directions and requests of the Council's Venues & Events staff.

18.1 Insurance

18.1.1 The Hirer must take out and keep current during the period of hire a public liability insurance policy in a form approved by the Council, providing cover for a sum of not less than \$10 million which extends to cover all proposed activities related to the Event and the hire of the Facility.

18.1.2 Proof of this policy must be by way of a Certificate of Currency which must be annexed to these Conditions of Hire, and form part of these Conditions of Hire.

18.1.3 In addition, the Hirer must not do or neglect or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relative to fire or public liability in connection with the Facility.

18.2 Indemnity

18.2.1 Without limiting clause 6.2, the Hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its employees, servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the Event or the hire of the Facility.

18.2.2 The Hirer's liability to indemnify the Council may be reduced proportionally to the extent that any act or omission of the Council, contributed to the loss or liability.

19. Breaches

Any person committing a breach of any one or more of these Conditions of Hire may be expelled from the Facility (notwithstanding he or she may have paid for admission) by the Booking Officer or other authorised member of Council staff.

16. Theft or Losses

Neither the Council nor its employees will be liable to the Hirer or any other person for any

loss or damage sustained by the Hirer or any persons, firm or corporation involved in or attending the Event.

20. Disputes

If there is any dispute or difference between the Hirer and the Booking Officer, arising as to the interpretation of these Conditions of Hire or in relation to the holding of the function, the dispute or difference will be referred to the Venues & Events Coordinator or in his/her absence, the Director Community Programs, whose decision will be final and conclusive.

21. Event Organiser

The person signing the booking application must be present at the event to ensure their guests abide by the conditions of hire. If they leave the event at any point they must either nominate another person (second in charge) to enforce the conditions of hire or seek approval from the Hallkeeper.