



VENUES FOR HIRE

CONDITIONS OF HIRE

PARTIES BOUND

The parties bound by these conditions are:

City of Stonnington (Council) and

The Organisation or Individual actually using the Venue at any time together with individual members of that Organisation ('Hirer').

1. APPLICATION

These are the conditions upon which the Council hires the Venue to the Hirer and together with the Venues for Hire Application Form and Floor Plans, constitutes a legally binding agreement between the Council and the Hirer.

The person making application on behalf of the organisation or body of persons will then be liable to ensure compliance with these Conditions of Hire.

The Hirer must be 18 years of age or over. Proof of age can be requested.

2. COMMENCEMENT OF AUTHORISATION

Use of the Venue is not deemed to be authorised by Council until the Hirer has:

- 2.1 Returned a completed and signed Venues for Hire Application Form, which forms a part of these Conditions;
- 2.2 Provided evidence of Public Liability Insurance;
- 2.3 Provided a copy of the permit or licence to sell and consume liquor;
- 2.4 Forwarded a copy of the Hirer's (or Caterer's) Food Registration or Temporary Food Permit as may be required by Streatrader;
- 2.5 Provided copies of all and any ancillary documentation required as a result of the lodged Venues for Hire Application;
- 2.6 Paid for all charges levied by the Council for any booking and/or previous use, including Hall Hire Security Bond; and
- 2.7 Made good any damage or paid any costs related to any damage during previous use.

3. TENTATIVE BOOKINGS

- 3.1 Tentative Bookings will be held for up to fourteen (14) days.

3.2 A booking will be confirmed only upon receipt of a completed and signed Venues for Hire Application Form and Hall Hire Security Bond, and the issuing by Council of a confirmation letter.

3.3 If the Venues for Hire Application Form is not received within fourteen (14) days from the date of the booking, the booking will be regarded as unconfirmed and may be cancelled without notice.

4. HALL HIRE SECURITY BOND

4.1 An invoice for a Hall Hire Security Bond will be issued upon receipt of a completed and signed Venues for Hire Application Form.

4.2 A Hall Hire Security Bond of an amount specified on the Tentative Booking Letter, must be paid by the Hirer within fourteen (14) days from the invoice date. If payment, for the Hall Hire Security Bond, is not received within fourteen (14) days from the date of the invoice, the booking will be regarded as unconfirmed and may be cancelled without notice.

4.3 Events and functions considered high risk will attract higher Hall Hire Security Bonds.

4.4 Council will return the Hall Hire Security Bond to the Hirer within 28 days after the booking, when all outstanding invoices have been paid and subject to compliance of the Conditions of Hire and where no damage to the Venue occurred.

4.5 The Hirer agrees and acknowledges that the Council may without notice retain the Hall Hire Security Bond for any damage, abnormal cleaning or breach of the Conditions of Hire, including the kitchen or surrounding areas. The Hirer may also be liable for any amount in excess of the amount of the Hall Hire Security Bond which is needed to cover abnormal cleaning costs and/or repairs required as a result of damage to the Venue or any of its fittings, contents or surrounding areas during the Hire Period.

5. HIRE FEES

5.1 Hire Fees are to be paid in full to the Council one month before the first date of the intended use stated on the Venues for Hire Application Form. If this does not occur, then the Hirer's booking immediately lapses without any requirement for Council to notify the Hirer.

5.2 If the Hirer fails to vacate the Venue at the end of the Hire Period, the Hirer will be liable for further Hire Fees calculated on an hourly or daily basis until such time the Venue is returned to a satisfactory condition.

5.3 All Hire Fees are inclusive of GST.

5.4 The Hirer will be required to pay any costs, fees and expenses incurred by the Council for non-payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees, legal costs, interest and expenses.

6. CANCELLATION BY THE HIRER

6.1 The Hirer may cancel its booking by written notice to the Council at least two (2) months before the first date of the booking to receive a refund for their Hall Hire Security Bond.

6.2 For cancellation of a booking less than two (2) months and more than one (1) month before the first date of the booking the Hirer will forfeit their Hall Hire Security Bond.

6.3 For cancellation of a booking less than one (1) month before the first date of the booking the Hirer will be required to pay the full Venue Hire Fee.

7. CANCELLATION BY COUNCIL

- 7.1 Council may cancel the booking by written notice to the Hirer at any time before the first hire date if:
- 7.1.1 Council becomes aware that any event, good or service proposed to be held or provided by the Hirer is dangerous, infringes any copyright or, is prohibited by law, or would be detrimental to the Council;
 - 7.1.2 The Venue is required for Council functions or Municipal, State or Federal elections;
 - 7.1.3 Venue Hire Fees or the Hall Hire Security Bond have not been paid;
 - 7.1.4 Repairs, alterations or additions to the Venue are underway or impending;
 - 7.1.5 The Hirer has not provided evidence of adequate insurance coverage;
 - 7.1.6 Security arrangements to the satisfaction of Council are not in place;
 - 7.1.7 The Council is not satisfied that the OH&S policies and procedures are adequate; or
 - 7.1.8 The Hirer has breached any of the conditions contained in the Conditions of Hire.
- 7.2 The Council may cancel the Booking without notice in the event of an emergency.
- 7.3 If the Council cancels the Booking without fault of the Hirer, the Council will refund any amounts paid by the Hirer in relation to the Booking.
- 7.4 The Council will not be liable for any loss or damage or loss of profit suffered as a consequence of exercising its right to cancel the Booking under this clause.

8. USE OF VENUE

- 8.1 The Hirer must not do or allow to be done anything on or in relation to the Venue which may:
- 8.1.1 Destroy or cause damage to the Venue;
 - 8.1.2 Cause any form of nuisance, disturbance or damage to an occupier or owner of any property adjacent to the Venue or to the property itself;
 - 8.1.3 Permit disorderly or unlawful activity;
 - 8.1.4 Interfere with the electrical, lighting or audio installation;
 - 8.1.5 Interfere with the structural aspect of the Venue; or
 - 8.1.6 Breach any provision of these Conditions of Hire.
- 8.2 The Council reserves the right to terminate the Booking immediately if the Hirer fails to comply with the Council's reasonable instructions in relation to the use of the Venue.
- 8.3 If the Hirer leaves the Venue, they need to nominate a person to take responsibilities of keeping to the Conditions of Hire.
- 8.4 Use of the Venue by the Hirer is at the risk of the Hirer at all times.
- 8.5 The Hirer must not exceed the confirmed Hire Period, if this does occur extra charges will be enforced.
- 8.6 Children must be supervised at all times by a responsible adult.
- 8.7 The Council reserves the right to require a Council Officer to be in attendance during any event or function at the Venue.
- 8.8 All Emergency Exits, Access Ramps, Stairways and areas around the fire extinguishers must remain clear of any obstruction. A breach of this condition can incur penalties.
- 8.9 BBQ's, Coffee Vans and Marquees are not permitted inside the Venue or surrounding areas.
- 8.10 Council Officer or security may expel a person from the Venue and prohibit any person from entering the Venue who breaches any of these Conditions of Hire.

- 8.11 The Hirer shall, while on the premises, abide by the directives of Council Officer, at all times.
- 8.12 The Hirer is responsible for the behaviour of those in attendance during the hire period.
- 8.13 Council reserves the right to let, license, hire or use any other portion of the Venue for any other purpose at the same time.

9. SMOKING

Smoking is prohibited at the Venue.

10. FIRES AND SMOKE MACHINES

- 10.1 Smoke or haze machines are not permitted in the Venue.
- 10.2 Candles may only be used if secured in a glass (or similar) holder that will contain the flame if knocked over and which will prevent wax from dripping on tables or floors.
- 10.3 Prior authorisation must be obtained from Council for the use of any ceremonial fire and strict conditions will be imposed and must be observed (monitoring costs may apply).
- 10.4 No fire of any type may be lit in the surrounding grounds of the Venue.
- 10.5 The Hirer is responsible for all costs associated with the Metropolitan Fire Brigade attending the Venue as a result of a breach of these Conditions and setting off the fire alarm. The costs will be deducted from the Hall Hire Security Bond. These costs are potentially around \$3,000.

11. ALCOHOL CONSUMPTION AND LIQUOR LICENCE

- 11.1 If alcohol is to be sold, consumed or included in the price of entry at the Venue, the Hirer must obtain the appropriate licence from the Victorian Commission for Gambling and Liquor Regulation. The Hirer must submit a copy of the licence to Council at least 28 days prior to commencement of Hire Period. The Hirer is also required to display the original permit at the Venue during the Hire Period.
- 11.2 The Council may prohibit alcohol being brought into or distributed or consumed at the Venue if it believes this is reasonably necessary to maintain law and order or compliance with the applicable provisions of these Conditions of Hire.
- 11.3 The consumption of alcohol outside of any Venue is strictly prohibited and is in breach of the Local Law. Offenders can incur penalties.

12. CONDITION OF VENUE

- 12.1 The Hirer agrees and acknowledges that the Venue is in good repair and clean condition at the commencement of the Hire Period and must be returned to the Council in the same condition at the end of the Hire Period.
- 12.2 The Hirer is liable for any costs, loss or damage suffered by Council as a result of actions or failures by the Hirer or their guests which causes damage to the state of the Venue.
- 12.3 The Council may retain the Hall Hire Security Bond to cover costs associated with any for repairs or cleaning if the Venue is left in an unsatisfactory state. If the cost of repairs exceeds the amount of the Hall Hire Security Bond, the Hirer is liable to pay these costs.
- 12.4 The Hirer must not interfere with the electrical, lighting or audio installations at the Venue or interfere with any structural aspect of the Venue.

12.5 The Council will not assume any responsibility for any goods or equipment left at the Venue whether prior to, during or at the end of the Hire Period.

13. DISORDERLY BEHAVIOUR AND RESPONSIBILITY OF GROUPS

13.1 The Hirer shall ensure that no obscene or insulting language and offensive or disorderly behaviour takes place and that no nuisance whether from noise, vehicles, behaviour, or any other cause is occasioned to members of the public or neighbouring residents.

13.2 The Hirer shall be responsible for all participants/observers in their care.

13.3 Council reserves the right for its Council Officer on duty to remove such offenders.

14. REFUSAL TO HIRE

It shall be at the discretion of Council to refuse to hire any Venue in any case, and notwithstanding that the Venue may have been hired or that these conditions may have been accepted and signed. Council shall have full power if it sees fit to cancel such hiring and shall direct the return of any monies already paid by the Hirer. The Hirer hereby agrees in such cases to accept the same and to be held to have agreed to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof. In this regard Council at its discretion will refuse to hire, or cancel a booking if it is deemed the intended use is contrary to the Community or Council interest.

15. INSURANCE

15.1 The Hirer must not do anything that may or does render void or voidable any insurance policy in relation to the Venue.

15.2 Before the Hire Period commences, the Hirer must provide Council with a Certificate of Currency issued by an appropriate insurer for a public liability insurance policy in respect of the use and occupation of the Venue for the amount of twenty million dollars (\$20M) for any single event, noting Council as an interested party. Such insurance cover must be to Council's reasonable satisfaction.

15.3 Hirers who are responsible for organising Markets and Fairs must provide coverage for all the stallholders.

16. INDEMNITY

16.1 The Hirer indemnifies the Council against any liability or loss which may arise from, and any costs, charges or expenses incurred in connection with:

16.1.1 Any damage to the Venue (fair wear and tear excepted);

16.1.2 Any loss or damage to any property or thing on or near the Venue; and

16.1.3 The death of or injury to any person in or near the Venue.

17. SECURITY

17.1 The provision of security guards is mandatory at all events and functions. A minimum of one (1) security guard is required at any event or function.

17.2 Security guards will be supplied by the Council's preferred supplier; Hirer's are not permitted to hire any other security contractors without the prior consent of the Council. Conditions will apply.

17.3 The number of Security Guard's required during the Hire Period shall be at the sole discretion of the Council.

17.4 The Hirer is responsible for all costs associated with the provision of security.

17.5 At events and functions where alcohol is consumed or sold a minimum of two (2) security guards are required at all times. A ratio of one (1) security guard per 100 guests is required at all times. If the event is considered by Council to be a high risk event, more guards will be required, and will be determined by Council.

17.6 The Council may at its discretion cancel the Booking if the Hirer fails to provide adequate numbers of security guards or fails to provide sufficient evidence of any security guard's adequate licensing arrangements.

18 KITCHEN FACILITIES AND CATERERS

18.1 The Hirer shall ensure that all electrical equipment bought in by caterers is tested and tagged and in date.

18.2 The Hirer shall ensure that gas cylinders are not taken inside the Venue at any time.

18.3 The Hirer is responsible for ensuring that the Venue's kitchen is left in a clean and tidy condition, and that all equipment and fixtures are left clean and in good order and condition, including the removal of the oil from the deep fryer. If this requirement is not adhered to, Council shall clean the kitchen and costs associated with the clean will be deducted for the Hall Hire Security Bond.

18.4 The Hirer must comply with all relevant food hygiene and safety laws, rules and regulations when preparing, handling, displaying and serving any consumables.

18.5 In the event that the Hirer has made arrangements for a caterer to provide catering services in connection with the event, the Hirer must submit a copy of the Caterer's Food Registration or Temporary Food Permit as may be required by Streatrader.

19 ANIMALS PROHIBITED

19. The Hirer must ensure there are no animals present at the Venue (Guide & Service dogs are excepted).

20. CAR PARKING AND DELIVERIES

20.1 The Hirer must ensure that any deliveries made to the Venue do not cause any traffic obstructions and must obtain Council's prior written approval for any deliveries involving vehicles of a capacity of three (3) tonnes or more.

20.2 It is the responsibility of the Hirer to ensure that all vehicles are parked legally if parked on Council property. Council is not responsible for any Parking Infringement Notices received by the Hirer or issued for vehicles associated with the event.

21. POWER RESTRICTIONS AND ELECTRICAL CAPACITY

21.1 If a restriction is imposed by a supplier of power or water during the Hire Period, the Hirer must make arrangements for any necessary temporary supplies at its own cost and subject always to Council's prior approval.

21.2 The Hirer must check with Council that there is sufficient power available for their event.

21.3 The Hirer must ensure that any electrical leads and cords are taped down with gaffer tape so as not to cause any danger to any person or property and must also ensure that any electrical equipment used is tested and tagged in accordance with current electrical safety standards.

22. DECORATIONS AND OTHER MATERIALS

22.1 No Adhesive Tape or Blu Tak is allowed to be placed on any painted or fabric surfaces. Gaffer tape is the only tape allowed to be used on the floors.

- 22.2 No confetti, rice or other material or objects may be thrown inside or outside the Venue.
- 22.3 It is the responsibility of the Hirer to inform all guests, organizers and planners and any associated persons of these conditions.

23. ADVERTISING

- 23.1 The Council reserves the right to view and approve all advertising material prior to publication.
- 23.2 No banners or advertising material are permitted to be attached to the Venue.
- 23.3 No spruiking is allowed outside of the building.
- 23.4 It is the responsibility of the Hirer to inform any stallholders and any associated persons of these conditions.

24. THEFT

Council is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the Venue during the Hire Period as a result of any theft.

25. OCCUPATIONAL HEALTH AND SAFETY

- 25.1 General Occupational Health and Safety
 - 25.1.1 The Council is obliged to provide and maintain, so far as practicable, a working environment for its employees and members of the public that is safe and without risk to health.
 - 25.1.2 The Hirer must for itself and any subcontractors, identify any risks and take all necessary precautions for the health and safety of all persons visiting or using the Venue during the Hire Period, including the Hirer's employees and subcontractors, Council staff and members of the public who may in any way be affected.
 - 25.1.3 The Hirer must make themselves familiar with all OH&S policies, procedures and measures implemented and adopted by Council in respect of the Venue and its use and must comply with all such policies, procedures or measures as well as all directions made by the Council's representative.
- 25.2 Legislative Compliance
 - 25.2.1 The Hirer acknowledges and agrees that it is the Hirer's obligation to comply with and ensure that its employees, subcontractors and agents comply with any acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to OH&S and the Venue and its use during the Hire Period.
 - 25.2.2 The Hirer must at any time upon request made by the Supervisor rectify any matter or thing which in the Supervisor's reasonable opinion is in breach of OH&S requirements and the Hirer hereby indemnifies Council, Councillors and Council staff against any and all loss, costs and damage which may be incurred as a result of the Hirer's breach of its OH&S obligations.
- 25.3 Reporting

The Hirer must, when requested by the Supervisor, provide evidence of the Hirer's ongoing compliance with its OH&S obligations and report to the Supervisor any incident or accident which occurs at the Venue during the Hire Period.
- 25.4 Non – Compliance

If at any time during the Hire Period Council are of the opinion that the Hirer is in default of its OH&S obligations, then the Supervisor may either:

 - 25.4.1 Suspend the Hirer's use of the Venue until such time as the Supervisor is of the opinion that any default has been rectified; or

25.4.2 Immediately terminate the Hirer's use of the Venue.

In either event, the Hirer shall not be entitled to be compensated for any costs, loss or damage or loss of profits incurred or suffered by the Hirer.