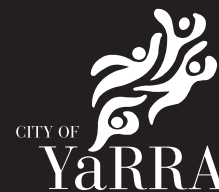


Conditions of Hire for Council Venues



Introduction

Thank you for booking a City of Yarra venue.

To ensure your event runs smoothly, is safe and complies with City of Yarra regulations, please read these conditions of hire.

Detailed information about Council's venues, including hire fees and venue capacity, can be found on the Yarra City Arts website under the Venues tab.

Application for Hire

1. On the completion of the Venue Application Form, the Hirer agrees to comply with the Conditions of Hire.
2. The Council reserves the right to refuse any application for hire at its absolute discretion.

Fees and charges

1. Council reviews all fees and charges annually, with new fees taking effect on 1 July each year. The fees and charges payable by the Hirer may be changed to reflect the rate applicable at the time of the booking.
2. Security Bond: Council will retain a bond to cover any expenses arising from the Hirer's use of the venue (including, but not limited to, late cancellations by the Hirer, damage to the venue or excessive cleaning requirements as a result of the Hirer's use or occupying the venue beyond the times documented in the Conditional Approval Letter). Such penalty charges will be deducted from the Security Bond. The Security Bond, or the remaining portion of it, will be refunded to the Hirer by cheque within 28 days of the event.
3. Payment of a Security Bond may be required to confirm a booking.
4. Payment of all fees and charges must be received by the dates specified in the Conditional Approval Letter to confirm the booking.
5. Fees and charges are listed on the Yarra City Arts website on the relevant Venues page.

Cancellations

By the Hirer

1. Where the booking is cancelled or postponed by the Hirer, some or all of the Security Bond may be retained by the Council.
2. Please refer to the relevant Venues page for all Hire Charges.

NOTICE OF CANCELLATION	FEE
More than 8 weeks prior to the event	10% Security Bond will be retained
Between 6-8 weeks prior to the event	50% of the Security Bond will be retained
Less than 6 weeks prior to the event	100% of the Security Bond will be retained by Council

3. In the event of cancellation or postponement, the balance of any Security Bond remaining after deductions will be refunded to the Hirer.
4. In the event of cancellation or postponement, any hire fees paid by the Hirer will be refunded in full.

By Council

1. In the event that the venue cannot be made available to the Hirer on hired date/s, Council will not be liable for any loss, damage or injury suffered by the Hirer. Council will refund any Security Bond and hire charges paid for the booking to the Hirer.
2. Council reserves the right to cancel a booking if the Hirer fails to provide the required payments, insurances, permits or documentation by the required dates. Council may also cancel a booking if the event content is deemed incompatible with Council's values or is found to have been concealed or misrepresented by the Hirer.
3. The Hirer will have no claim at law for any loss or damage in consequence of the cancellation.

Access to the Venue

1. New Hirers of Council's Town Halls and their contractors are strongly encouraged to attend a site orientation visit.
2. Two 30-minute site visits per booking of a Town Hall are provided free of charge to the Hirer. All additional site visits will be charged at the Town Hall hourly rate.
3. A Venues Officer will be present throughout Town Hall bookings. The Hirer, guests and contractors must adhere to all directions given by the Venues Officer.
4. Access to the venue is limited to the confirmed booking times.
5. The access times booked by the Hirer must include set up and pack up as well as all deliveries to and from the venue. If the venue is not vacated and all possessions removed by the specified time, the Hirer may be required to pay overtime charges as specified in the Hire Charges listed online.
6. Council reserves the right to control entry to the venue including refusing entry and/or ejecting a person/s where it is deemed necessary.

Use of Venue

1. Venue hire is at Council discretion. Council reserves the right to refuse a booking application where it is considered that the nature of the event may impact on Council's reputation.
2. Council's Town Halls are not available for contact sports including but not limited to wrestling, boxing and martial arts.
3. Limit of Hiring: The Hirer is only entitled to use the venue or parts of the venue for the times specified in the Conditional Approval Letter. Council reserves the right to let or use any other portion of the venue at the same time.
4. Sub-letting: No portion of the venue hired may be let or sub-licensed, or any licence transferred or assigned by the Hirer, without the prior written consent of the Council.
5. The Hirer or Hirer's representative must be present throughout the event to ensure participants abide by these Conditions of Hire.

6. Capacity: The Hirer must ensure that the venue capacity is not exceeded. The Venue Officer at Council's Town Halls will monitor attendance throughout the event and may refuse entry to additional participants once capacity has been reached.
7. 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.
8. Electrical Stage Equipment: The Hirer must arrange at his or her expense for the services of a qualified contractor if these services are considered necessary by the Venues and Events due to special stage equipment or lighting being used.
9. Decorations, Stage Fittings and Additional Equipment brought into the venue must be reviewed and approved by a Venues and Events team member Council. All equipment and decorations brought in by the Hirer must be removed from the venue at the conclusion of the event.

Council Staff Access

1. A Venues Officer will be present throughout Town Hall bookings. The Hirer must adhere to all directions given by the Venues Officer.
2. Council staff are entitled to access the hired venue at any time.

Insurance

1. The Hirer must provide a Certificate of Currency for \$10 million public liability insurance valid for the hired venue and date/s of the event/s. This must be provided by the date specified in the Conditional Approval Letter.
2. The Council may extend its insurance policy to cover individuals and community groups without existing public liability insurance for low risk activities.
3. Events booked in the Library Meeting Rooms are automatically covered under Council's public liability insurance policy. High-risk events are not accepted within these venues. Council reserves the right to cancel a booking if the Hirer fails to provide the specified insurance within the required time.



Indemnity

1. The Hirer agrees to indemnify Council against all claims for compensation in relation to the event or the hire of the venue.
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.

Security Services

1. The Hirer must book, at his or her expense, the services of licensed security personnel (as approved by the Venue Booking Officer) at the event if these services are considered necessary by the Venue Booking Officer.
2. There must be one security guard for every 100 patrons present 30 minutes before the event is due to start until the venue is locked.

Catering

1. The Hirer may select any caterer of their choice to provide catering services in connection with the event.
2. The Hirer must ensure that caterers who are not familiar with the venue attend a compulsory site orientation visit. One free Caterer's site visit is included in the kitchen hire.
3. The Hirer is responsible for ensuring that the venue's kitchen is left in a clean and tidy condition. All equipment, fixtures and utensils must also be left clean and in good condition.
4. No storage of food or other catering related items is permitted outside the booked hours.

Alcohol

1. The Hirer must obtain Council's consent for the consumption and/or sale of alcohol at the venue.
2. Hirers must apply for a temporary limited licence if they intend to sell alcohol. If the Hirer wishes to supply alcohol free of charge or to allow their participants to bring their own alcohol, they must submit a Partysafe registration form to Victoria Police and advise Council of the reference number.
3. Where consent from Council is granted, the Hirer must obtain the relevant approvals and permits from the Victorian Commission for Gambling and Liquor Regulation.
4. The Hirer must provide copies of the relevant approvals and permits to Council.
5. A copy of the permit must be displayed at the venue for the duration of the event.

Noise

1. As Council's Venues are in close proximity to residential areas, no amplified or live music is permitted in the venue without prior approval.
2. Where permission is granted, noise from amplified music or a PA system must be kept to a minimum and must not be heard in the habitable room of any dwelling at any time.
3. It is the responsibility of the Hirer to ensure that participants leave the venue in a quiet and respectful manner.
4. Sounds checks of amplified noise at a Town Hall must be conducted after 5pm from Monday to Friday and have prior approval from the Venue Booking Officer.

Smoking

1. Smoking is not permitted within City of Yarra venues and the immediate surrounding areas.

Safety

1. Evacuation procedures for Town Halls will be explained to the Hirer at a compulsory briefing on the day of the event.
2. Evacuation procedures for Council's Community Venues are outlined in a Venue Induction provided to the Hirer.
3. Emergency Exits: All exits marked with an illuminated exit sign must be kept clear by the Hirer with a two (2) metre path of egress.
4. All emergency doorways, passages, paths and roadways must be left clear at all times.
5. Testing and Tagging: All electrical equipment brought into the venue must be appropriately tested and tagged.
6. Decorations/Stage Fittings and Additional Equipment: The Hirer may be required to complete a formal risk assessment to identify, assess and control any risks associated with the installation, operation and removal of certain fittings or equipment.
7. Cables, cords and other similar items must be appropriately managed to ensure they do not create a safety hazard.

Cleaning

1. It is the Hirer's responsibility to leave all hired areas of the venue in a clean and tidy condition.
2. Waste material must be placed in the bins provided. Waste must be separated in the appropriate bins.
3. Floors that have been heavily soiled must be swept and mopped or vacuumed at the conclusion of the event.
4. Council provides cleaners who will remove furniture, clean toilets and mop the floors only (Town Halls).
5. The Hirer will be responsible for, and pay the cost of, any additional cleaning required as a result of the venue being left in an untidy or unclean condition.

Damage to Council Property

1. The Hirer will be liable for any costs incurred by Council to repair or replace Council property damaged as a result of the Hirer's event.
2. Advertising, signage and decorations must not be installed by the Hirer using sticky tape, gaffer tape, blu tack, screws, nails or similar fixings. Any damage caused by these or similar items will be repaired at the expense of the Hirer.

Advertising

1. Signs, banners, notices and other promotional material must not be displayed by or on behalf of the Hirer outside the venue around the City of Yarra without the prior approval of the Venue Booking Officer.

Banned Items and Activities

1. Talcum powder, confetti, glitter, helium balloons and similar items must not be used by or on behalf of the Hirer within the venue or in any areas adjacent to the venue.
2. Haze and smoke machines or any activities that creates steam or smoke are not permitted in the facility.
3. Naked flames or items causing smoke cannot be used by the Hirer or the Hirer's participants in the venue.
4. Flammable liquids and gas cylinders are not permitted inside the venue.
5. Smoking is not permitted in the venue and immediate surrounding areas.
6. Gambling is not permitted in the venue.
7. The Venue Booking Officer may, at his or her discretion, instruct the Hirer that an item is not to be used based because of the potential damage or mess it may cause.

Theft or Losses

1. Council and its employees will not 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.



Disposing of unclaimed goods

1. Hirers are obliged to remove all goods when vacating the premises. Any goods remaining on the premises following a booking will be classified as 'unclaimed goods' for the purposes of this agreement.
2. If, in the view of the Venues Booking Officer, the value of any unclaimed goods would classify them as 'low value goods' in the Consumer Law and Fair Trading Act 2012, they will be disposed of without further notice to the hirer.
3. Council will provide the hirer with notice of any other unclaimed goods and require their removal within 7 days. Council will provide reasonable access to the premises for this purpose.
4. The Hirer is liable for any damage caused to the premises during the removal of goods and will leave the premises clean and tidy after the collection of goods.
5. Council retains the right to remove and place in storage any unclaimed goods without prior notification of the Hirer. The Hirer will meet all of Council's costs in the removal and storage of goods.
6. Any items left unclaimed after 7 days will be disposed of in accordance with the Consumer Law and Fair Trading Act 2012.

Other Conditions

1. Additional conditions: For bookings that involve large numbers of participants, significant structures and/or significant OHS risks, additional conditions and requests may be applied by Council.
2. Specific venue conditions: some venues have specific conditions relating to their location or type. These specific venue conditions will be provided to the Hirer by the Venue Booking Officer.

Parks and Reserves

1. Stabilising structures: the use of pegs, spikes or stakes in the ground is not permitted. Appropriate weights must be used to stabilise structures brought into Council parks or reserves.
2. Vehicles in parks are not permitted without the prior consent of a Venue Bookings Officer. Approved vehicles must display Council's Vehicle in Park Permit at all times, drive no faster than walking pace and avoid damage to the turf and bluestone.
3. Trees must be protected at all times and must not be used for securing equipment, signage or decorations.
4. Public barbeques cannot be secured for exclusive use.
5. Consumption of Alcohol must be in accordance with Council's Consumption of Liquor in Public Places Local Law No.8 of 2009.

Breaches

1. Council reserves the right to expel any person/s or to terminate the event if one or more of the Conditions of Hire are breached.
2. Any person committing a breach of any one or more of these Conditions of Hire may be expelled from the venue (even if he or she has paid for admission) by the Venue Booking Officer or an authorised member of Council staff.

Disputes

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

For information in your language, please call 9280 1940 and quote the **REF** number below. | 欲知粵語版本的資訊，請致電9280 1932並報上下列**REF**號碼。| Για πληροφορίες στα Ελληνικά, παρακαλούμε καλέστε το 9280 1934 και αναφέρετε τον αριθμό **REF** παρακάτω. | Per informazioni in italiano siete pregati di chiamare il numero 9280 1931 e di citare il numero di riferimento (**REF** number) sottoindicato. | 欲知普通话版本的信息，请致电9280 1937并报上下列**REF**号码。| Para información en castellano, llame al 9280 1935 y cite el número de **REF**. De más adelante. | Để biết thông tin bằng tiếng Việt, xin hãy gọi số 9280 1939 và nói số **REF** dưới đây. | للمعلومات باللغة العربية، يرجى الإتصال هاتفيا بالرقم 9280 1930 والإشارة إلى رقم المرجع **REF** المذكور أدناه.