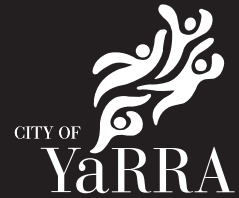


Conditions of Hire for Council Venues



Thank you for booking a Yarra City Council venue.

To make sure your event runs smoothly, is safe and complies with our regulations, please read these conditions of hire. You can find detailed information about our venues, including hire fees and venue capacity, on our website.

Application for hire

1. On the completion of the Venue/Open Space Application Form, the Hirer agrees to comply with the Conditions of Hire.
2. We reserve the right to refuse any application for hire at our absolute discretion.

Fees and charges

1. We review 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: We may retain a bond to cover any expenses arising from the Hirer's use of the venue (including, but not limited to, change of bookings and cancellations by the Hirer, damage to the venue/open space, site restoration 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). These charges may be deducted from the security bond.
3. The security bond, or the remaining portion of it, will be refunded to the Hirer within 28 days.
4. You may be required to pay a security bond to confirm a booking.
5. We must receive payment of all fees and charges by the dates specified in the booking form.
6. Fees and charges are listed on the Yarra City Council website.

Cancellations

By the Hirer

In the event of cancellation or postponement by the Hirer, the following charges may apply:

Notice of cancellation	Cancellation Fee (town halls and theatrette)	Cancellation fee (community and open spaces)
More than 8 weeks prior to the event	Value equivalent to 10% security bond	No charge
Between 6-8 weeks prior to the event	Value equivalent to 50% of the security bond	No charge
Less than 6 weeks prior to the event	Value equivalent to 100% of the security bond	No charge
Less than 2 weeks prior to the event	100% of the hire fee	100% of the hire fee

More information

If you would like to know more information, contact us on **9205 5555** or **info@yarracity.vic.gov.au**

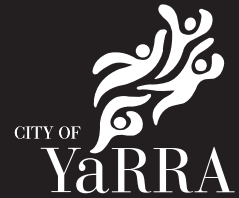
National Relay Service

TTY 133 677 then (03) 9205 5555

Languages	Italiano	9280 1931
العربية	9280 1930	Español 9280 1935
中文	9280 1937	Tiếng Việt 9280 1939
Ελληνικά	9280 1934	Other 9280 1940

REF 18146

Conditions of Hire for Council Venues



By Council

- In the event that the venue cannot be made available to the Hirer on hired date/s we will refund any security bond and hire charges paid for the booking to the Hirer.
- We reserve the right to cancel a booking if the Hirer fails to provide the required payments, insurances, permits or documentation by the required dates.
- We may cancel a booking if the event content is deemed incompatible with our values or is found to have been concealed or misrepresented by the Hirer.
- 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 our 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 council officer will be present throughout town hall bookings. The Hirer, guests and contractors must adhere to all directions given by the council 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 to right to control entry to the venue including refusing entry and/or ejecting a person/s where it is deemed necessary.

Council staff access

1. A council officer will be present throughout town hall bookings and may attend events held in an open space. The Hirer must adhere to all directions given by council officers.
2. Council staff are entitled to access the hired venue at any time.

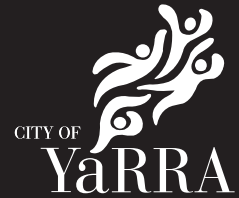
Use of venue

1. Venue hire is at our discretion. We reserve the right to refuse a booking application where it is considered that the nature of the event conflicts with Council policies or may impact on Council's reputation.
2. **Limit of hiring:** The Hirer is only entitled to use the venue or parts of the venue for the times specified in the booking. We reserve the right to let or use any other portion of the venue at the same time.
3. **Sub-letting:** No portion of the venue hired may be let or sub-licensed, or any licence transferred or assigned by the Hirer, without our prior written consent.
4. The Hirer or Hirer's representative must be present throughout the entire period of the booking to make sure participants abide by these Conditions of Hire.
5. **Capacity:** The Hirer must make sure that the venue capacity is not exceeded. The council officer at our town halls may direct the Hirer or the Hirer's representative to refuse entry to additional participants once capacity has been reached.
6. **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.
7. **Electrical stage equipment:** The Hirer must arrange at their expense for the services of a qualified contractor if these services are considered necessary by council officers due to special stage equipment or lighting being used.
8. **Decorations, stage fittings and additional equipment** brought into the venue must be reviewed and approved by a council officer. All equipment and decorations brought in by the Hirer must be removed from the venue at the conclusion of the event.

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. We may extend our 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 our public liability insurance policy. High-risk events are not accepted within these venues. We reserve the right to cancel a booking if the Hirer fails to provide the specified insurance within the required time.

Conditions of Hire for Council Venues



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 engage, at their expense, the services of licensed security personnel at the event if these services are considered necessary by us.
2. The provision of licensed security personnel must meet industry standards, currently one security guard is the minimum requirement for every 100 patrons. This is required 30 minutes before the event is due to start until the event is finished and the venue is cleared.

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 our 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.
3. For all indoor venues, if the Hirer wishes to supply alcohol free of charge or to allow their participants to bring their own alcohol, no Liquor License is required, but they must submit a Partysafe registration form to Victoria Police and advise us of the reference number.
4. Alcohol can be consumed in our parks between 9am and 9pm without a permit or Liquor License, however a Partysafe registration form to Victoria Police may be required.
5. Where consent from us is granted for the sale or serving of alcohol, the Hirer must obtain the relevant approvals and permits from the Victorian Commission for Gambling and Liquor Regulation.

6. If alcohol is being sold or provided by a commercial supplier in a public space a Mobile Food Vendor Permit will be also be required.
7. The Hirer must provide copies of the relevant approvals and permits to us.
8. A copy of the permit must be displayed at the venue for the duration of the event.

Amplified sound and noise

1. As our facilities are in close proximity to residential areas, no amplified sound is permitted without prior approval. An Amplified Sound Permit will be required for all outdoor amplified sounds.
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. Sound checks of amplified sounds at a town hall must be conducted after 5pm from Monday to Friday and have prior approval from council officers.
4. It is the responsibility of the Hirer to ensure that participants leave the facility in a quiet and respectful manner.

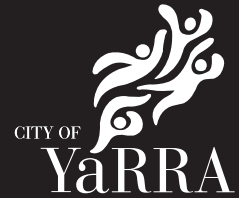
Smoking

1. Smoking is not permitted within our 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 our 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 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.

Conditions of Hire for Council Venues



Waste and cleaning

1. It is the Hirer's responsibility to leave all hired areas of the venue in a clean and tidy condition.
2. Floors that have been heavily soiled must be swept and mopped or vacuumed at the conclusion of the event.
3. We can provide cleaners who will remove furniture, clean toilets and mop floors (this is only provided at town halls).
4. 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.
5. Waste material must be placed in the bins provided. Waste must be separated in the appropriate bins.
6. For outdoor events, any waste which exceeds the capacity of existing bins in the park must be removed. The provision of extra rubbish bins, and the servicing of them is the responsibility of the Hirer.
7. The reinstatement of the event area is the responsibility of the Hirer. If the Hirer fails to comply with this condition, we may carry out the necessary works, at the Hirer's cost and the Hirer indemnifies and agrees to reimburse us for all expenses incurred in carrying out such works.

Damage to council property

1. The Hirer will be liable for any costs incurred by us to repair or replace our 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 or around Yarra City Council without the prior approval of council officers.

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 and the event cannot be linked to any gambling activity.
7. Council Officers may, at their discretion, instruct the Hirer that an item is not to be used based because of the potential damage or mess it may cause.
8. Overriding of alarms is not permitted at any of our venues.

Theft or Losses

1. We and our 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 council officer, the value of any unclaimed goods would classify them as 'low value goods' under the Australian Consumer Law and Fair Trading Act 2012 (Vic), they will be disposed of without further notice to the Hirer.
3. We will provide the Hirer with notice of any other unclaimed goods and require their removal within seven days. We 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. We retain the right to remove and place in storage any unclaimed goods without prior notification of the Hirer. The Hirer is required to meet all of our costs in the removal and storage of goods.
6. Any items left unclaimed after seven days will be disposed of in accordance with the Australian Consumer Law and Fair Trading Act 2012 (Vic).

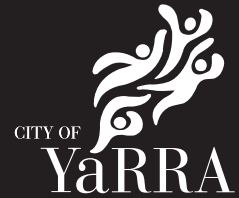
Other conditions

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 us.

Specific venue conditions

Some venues have specific conditions relating to their location or type. These specific venue conditions will be provided to the Hirer.

Conditions of Hire for Council Venues



Parks and Reserves

The use of public spaces is governed by our Local Laws. Specifically, the following applies to events in public spaces.

1. Sale of food, non-alcoholic beverages and goods:

- Sale of food and non-alcoholic beverages, including onsite catering at private events will require a Mobile Food Vendor Permit.
- Sale of goods or provision of goods for promotional purposes will require a Temporary Public Space License.

2. **Additional amenities:** dependent on the nature of the event, additional amenities may be required, such as additional toilets and water fountain. Council officers will advise where this will be necessary.

3. **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 our parks and reserves.

4. **Vehicles in parks** are not permitted without the prior consent of a council officer. Approved vehicles must display our 's Vehicle in Park Permit at all times, drive no faster than walking pace and avoid damage to the turf and bluestone.

5. **Trees must be protected at all times** and must not be used for securing equipment, signage or decorations.

6. **Public barbeques** cannot be secured for exclusive use.

7. **Personal barbeques:** use of charcoal and gas operated barbecues can be used subject to the following conditions:

- operated 4.5 metres away from foliage
- coals must be removed from site
- protective matting must be used to prevent damage to the grass
- must not be used on a declared Total Fire Ban day

Breaches

1. We reserve 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 a council officer or a council representative.

Disputes

1. If there is any dispute or difference between the Hirer and council officers, 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 an Executive Officer at Council, whose decision will be final and conclusive.