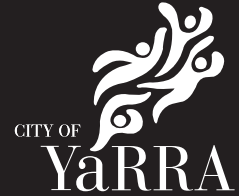


Conditions of Hire for Council Venues



Thank you for booking a Yarra City Council venue. To make sure Your event runs smoothly, is safe and complies with Our requirements, please read these Conditions of Hire carefully. You can find detailed information about Our venues, including hire fees and venue capacity, on Our website.

In these Conditions of Hire:

- “Business Day” means a day that is not a Saturday, Sunday or public holiday in Our municipality;
- “Open Spaces” refer to Our Parks and Gardens that are available for hire;
- “Our/We/Us” refers to Yarra City Council; and
- “You/Your” refers to the Hirer.

Application for hire

1. On the completion of the online application form, You agree to comply with these Conditions of Hire.
2. We reserve the right to refuse any application for hire at Our absolute discretion.
3. You must be 18 years of age or over.
4. We may request information and documentation from You before accepting Your booking. Venue bookings are not confirmed until We notify You that Your booking has been accepted.

Fees and charges

1. Fees and charges are listed on Our website. We review all fees and charges annually, with new fees taking effect on 1 July each year. The fees and charges payable by You may therefore change to reflect the rate applicable at the time of the booking.
2. Payment of all fees and charges must be received by the dates specified in the booking documentation.
3. We may require a security bond to confirm a booking. If we do, We may retain the security bond to cover any expenses arising from the Your use of the venue (including, but not limited to, change of bookings and cancellations, damage to the venue, damage to Our equipment, site restoration or excessive cleaning requirements as a result of Your use or occupation of the venue). These expenses may be deducted from the security bond.
4. The security bond, or the remaining portion of it, will be refunded to You within 28 days of Your event concluding.

Cancellations

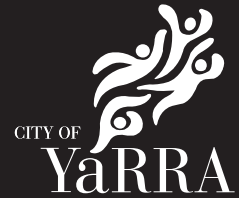
By the Hirer

In the event of You cancelling or postponing the booking, the following charges will apply:

Notice of cancellation	Cancellation Fee (town hall and theatrette)	Cancellation Fee (community rooms inc. Bagung Magali, and Open Spaces)	Cancellation fee (library spaces exc. Bagung Magali)
More than 8 weeks prior to the event	Value equivalent to 10% security bond	No charge	No charge
Between 6-8 weeks prior to the event	Value equivalent to 50% security bond	No charge	No charge
Less than 6 weeks prior to the event	Value equivalent to 100% security bond	No charge	No charge
Less than 2 weeks prior to the event	100% of the hire fee	100% of the hire fee	No charge
Less than 1 week prior to the event	100% of the hire fee	100% of the hire fee	100% of the hire fee and permit fees if applicable

If you would like to know more information, contact us on 9205 5577 or at venuesandevents@yarracity.vic.gov.au.

Conditions of Hire for Council Venues



Due to Weather

Postponements of outdoor events due to inclement weather must be notified in writing to Us by emailing info@yarracity.vic.gov.au at least five Business Days prior to the booking date. A 12-month booking credit will then be issued to You. Rescheduling of an event to an alternative date is subject to Our approval and the availability of the relevant venue. In exceptional circumstances We will refund to You any amount that You have paid Us.

By Council

1. In the event that the venue cannot be made available to You on the date of the booking We will refund any security bond and fees or charges that You have paid to Us.
2. We reserve the right to cancel a booking if You fail to provide the required payments, insurances, permits, documentation, or requested additional information by the required dates.
3. We may cancel a booking if the event content is deemed incompatible with Our values or is found to have been concealed or misrepresented.
4. Your event may need to be relocated if building upgrades and/or maintenance are taking place, or the venue is needed for election purposes. In this instance, We will advise You in writing, and will endeavour to find a suitable alternative space at another of Our facilities. We may, for example, require the use of the venue for Council programming and therefore need to cancel regular bookings. In this instance We will endeavour to provide another space for You.

Access to Venue

1. New Hirers of Our Town Halls are required to attend a site orientation visit.
2. Two 30-minute site visits per booking of a Town Hall are provided free of charge to Hirers. All additional site visits are subject to an additional charge unless otherwise specified.
3. At least one of Our staff will be present throughout Town Hall events. You and Your guests and contractors must adhere to all directions given by any of Our staff members.
4. The access times booked 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, You may be required to pay overtime charges as specified in the Hire Charges listed online.
5. We reserve the right to control entry to the venue, including refusing entry to and/or ejecting a person/s where We deem this necessary.

Council Staff Access

1. At least one of Our staff may attend events held in an Open Space. In that event You and Your guests and contractors must adhere to all directions given by any staff member.
2. Our staff are entitled to access a venue at any time.

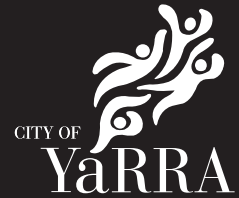
Use of Venue

1. Where the hire of a venue is for a lecture, talk, workshop or form of entertainment, You must provide details of the subject-matter and a program for the event.
2. Use of venues is limited to activities and groups that reflect Our community vision, principles, and policies. Bookings may be cancelled if, after approval, the activity or group is later found to be inappropriate, or if the applicant has provided false or incomplete information during the application process. Activities or groups that are not supported may include, but are not limited to, those that:
 - exhibit discriminatory behaviour or express exclusionary or disrespectful viewpoints;
 - spread false or misleading information – especially in matters concerning climate change, human rights, or public health and wellbeing; and
 - contribute to social inequality or foster harmful divisions within the community.

If there is any change to a planned activity or nature of the group, Our Venues Bookings Team must be notified as soon as reasonably possible, as this may affect the status of the booking.

3. We are committed to creating culturally safe and inclusive environments. By hiring a venue, You too commit to conducting an event that is culturally safe and inclusive, and agree not to engage in any behaviour that discriminates on the basis of sex, gender, sexual orientation, disability, race, religion, or any other characteristic or attribute protected under the *Victorian Equal Opportunity Act 2010*. All individuals using Our venues – including hirers, performers, audiences, contractors, and visitors – are expected to uphold Our values. These include embracing diversity and inclusion, reducing environmental harm, and fostering fairness and equal opportunity in professional settings. Acting incompatibly with these values may lead to the cancellation of the booking or denial of future access any venues.
4. You are only entitled to use the venue or parts of the venue for the times specified in the booking. We reserve the right to license or use any other portion of the venue at the same time.
5. No portion of the venue hired may be sub-licensed, or any licence transferred or assigned by You, without Our prior (written) consent.

Conditions of Hire for Council Venues



6. You or one of Your representatives must be present throughout the entire period of the event to make sure that all attendees abide by these Conditions of Hire.
7. You must make sure that the venue capacity is not exceeded. One of Our staff may direct You or one of Your representatives to refuse entry to additional attendees once capacity has been reached. You must ensure compliance with any such direction.
8. You agree to indemnify Us and keep Us indemnified against any liability, action, claim, loss or damage for any breach of copyright in connection with the event.
9. You must, at Your expense, arrange for the services of a qualified contractor if these services are considered necessary by Us due to special stage equipment or lighting being used.
10. Decorations, stage fittings and additional equipment brought into the venue must be reviewed and approved by Us. All equipment and decorations brought in must be removed from the venue at the conclusion of the event.
11. Our staff are not responsible for providing, setting up or troubleshooting any audio-visual, information technology or connection equipment unless they have been specifically engaged to provide these services as part of the booking. You must ensure that all required equipment (including cables, adaptors and presentation devices) is brought to the venue and appropriately tested prior to the event.

Unstaffed Bookings

1. When an event is held without one of Our staff on site, You must ensure that all lights and appliances are turned off and that all windows and doors are securely locked upon departure. All gates, bollards and padlocks must be closed and secured before leaving any Open Spaces.
2. You are responsible for keeping the venue access swipe card or key secure. It must not be shared or handed over to anyone else. The swipe card or key must be returned to Us on the next Business Day after the event.
3. For bookings held within library venues, You must present Your booking confirmation to Our library staff upon arrival to collect the access key. Our library staff are not responsible for providing technical or operational assistance during the event. Any issues relating to access, equipment or venue use must be referred directly to Our Venues Team.

Insurance

1. You must provide Us with a Certificate of Currency for a \$20 million Public Liability Policy of Insurance, valid for the venue and date/s of the event/s. This must be provided by the date specified in the booking.
2. We may extend Our Public Liability Policy of Insurance

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 Policy of Insurance. High-risk events are not accepted within these venues.
4. We reserve the right to cancel a booking if You fail to provide the specified Certificate of Currency within the required time.

Indemnity and Release from Liability

1. You agree to indemnify Us and Our staff and keep Us and Our staff indemnified against any and all claims for injury, loss or damage suffered by any person in connection with use of the venue while it was hired to You.
2. Your liability to indemnify Us and Our staff may be reduced proportionally to the extent that any act or omission by Us contributed to the injury, loss or damage claimed.
3. You agree to release Us and Our staff from any and all liability and all claims for injury, loss or damage suffered by You in connection with the event or venue.

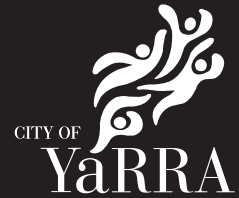
Security Services

1. You must, at Your expense, engage the services of certified security personnel at the event if these services are considered necessary by Us. All such personnel must have undergone a Police check and hold a current Working with Children Check.
2. One security guard is the minimum requirement for every 100 persons in attendance at the venue. The presence of a security guard or guards is required 30 minutes before the event is due to start until the event is finished and all guests have vacated the venue. Additional security may be required at Our discretion.

Catering

1. You may select any caterer of Your choice to provide catering services in connection with the event. We will not be responsible or legally liable for any incidents relating to catering for events.
2. If caterers are not familiar with Town Hall sites or commercial kitchens, they are encouraged to attend the site orientation with You, or book an alternative site orientation. One free caterer's site visit is included in the kitchen hire.
3. You are responsible for ensuring that the venue's kitchen is left in a clean and tidy condition, with all equipment and fixtures left clean and in good condition. Utensils and crockery are not provided at the venue.
4. No storage of food or other catering-related items is permitted outside the booked hours.

Conditions of Hire for Council Venues



Alcohol

1. You must obtain Our written consent for the consumption and/or sale of alcohol at the venue.
2. Where We have given Our written consent for the consumption and/or sale of alcohol, You must obtain any necessary approvals and permits from the Victorian Commission for Gambling and Liquor Regulation (**Liquor Control Victoria**).
3. You must obtain a Temporary Limited Licence if You sell alcohol at the venue.
4. For all indoor venues, if You wish to supply alcohol free of charge or to allow Your guests to bring their own alcohol, no Liquor Licence is required. You must, however, submit a Party Safe registration form to Victoria Police and advise Us of the reference number. Where Our written consent has been given for the consumption and/or sale of alcohol at a venue, only beer and wine are permitted to be brought into the venue. Spirits are prohibited from being brought into any venue. Anyone serving alcohol must have a valid RSA.
5. All public places in Our municipality, including parks and gardens, are alcohol-free zones from 9pm on December 30th to 9am on January 1st.
6. If alcohol is being sold or provided by a commercial supplier in a public space, a Mobile Food Vendor Permit will also be required.
7. You must provide Us with copies of approvals and permits obtained from Liquor Control Victoria prior to the event.
8. A copy of the permit or approval obtained from Liquor Control Victoria must be displayed at the venue for the duration of the event.

Amplified sound and noise

1. As many of Our facilities are in close proximity to residential areas, no amplified sound is permitted without Our prior (written) approval. For events in Open Spaces, an Amplified Sound Permit may be required. This will be assessed at the time of Your application.
2. Amplified sound in Our Open Spaces must comply with all permit conditions and requirements and be in accordance with Environmental Protection Authority (EPA) standards.
3. Checks of amplified sounds at a Town Hall must be conducted after 5pm from Monday to Friday and have Our prior approval.
4. You must ensure that Your guests leave the venue in a quiet and respectful manner.

Smoking and use of e-cigarettes (vaping)

1. Smoking and the use of e-cigarettes (vaping) is prohibited in venues, and within 4 metres of venue entrances. Smoking and the use of e-cigarettes is restricted to designated areas.

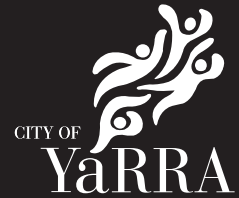
Safety

1. Evacuation procedures for Town Halls will be explained to You at a compulsory briefing on the day of the event. Evacuation procedures for Our other venues are outlined in a Venue Manual that will be provided to You.
2. All exits marked with an illuminated exit sign are Emergency Exits and must be kept clear with a two-metre path of egress.
3. All emergency doorways, passages, paths and roadways must be always left clear.
4. All electrical equipment brought into the venue must be appropriately tested and tagged. We may require an earthing device to be used in order for this to occur.
5. You 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. You must ensure compliance with any such requirement.
6. Cables, cords and other similar items must be appropriately managed to ensure they do not create a safety hazard.
7. Any machinery and plant being used must be approved by Us before the event. Operation of any plant and machinery, or any high-risk work, must be conducted by licensed operators. A spotter is required for use of any machinery and plant equipment.
8. You are responsible for ensuring a personal first aid kit is available during Your booking. We do not provide first aid equipment or supplies at a venue.

Waste and cleaning

1. It is the Your responsibility to leave the venue (including Open Space) 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. We will provide mops at Town Halls for spot cleaning throughout the course of the event. Brooms will be available to sweep to ensure that floors are left clean.
3. You will also be responsible for, and must pay the cost of, any additional cleaning required as a result of the venue being left in an untidy or unclean condition.
4. Waste material must be placed in the bins provided. Waste must be separated into the appropriate bins. Any waste which exceeds the capacity of existing bins must be managed and removed at Your expense.
5. All litter generated during the set up and delivery of events held in Open Spaces will be Your responsibility and must be removed and properly disposed of to Our satisfaction.

Conditions of Hire for Council Venues



Damage to property

1. You will be liable for any costs or expenses incurred by Us to repair or replace property damaged because of the event. These costs may be deducted from the security bond, but if the security bond is insufficient to cover the cost of the damage You will be invoiced for the remaining amount.
2. You must not install within a venue any advertising, signage or decorations using sticky tape, gaffer tape, Blu Tack, screws, nails, or any similar adhesives or fastenings. Any damage resulting from improper installation will be repaired at Your expense. For events in Open Spaces, signage must not be attached to trees or secured using stakes driven into the ground.

Advertising

1. Signs, banners, notices and other promotional material must not be displayed by You or on Your behalf outside the venue or within the municipality without Our prior (written) approval.

Prohibited items and activities

1. Talcum powder, confetti, glitter, helium balloons, jumping castles (or other inflatable structures), pyrotechnics, hairspray or aerosol-based items, spray paint, coloured powder and any other items that may damage the venue (including Open Space) must not be brought into the venue or in any areas adjacent to the venue.
2. Haze and smoke machines, dry ice machines or any devices or activities that create steam are not permitted in the venue (including in any Open Space).
3. The use of naked flames or any items that produce smoke is also strictly prohibited. For Open Space or other outdoor events, traditional Smoking Ceremonies (including fire pits) may only be conducted in accordance with the conditions outlined in an event permit and with Our prior (written) approval.
4. Flammable liquids and gas cylinders are not permitted inside a venue.
5. Gambling is not permitted in any venue and the event cannot be linked to any gambling activity.
6. We may, at Our discretion, direct You that an item is not to be used in connection with the event because of the potential damage or mess it may cause, or because of safety concerns. You must comply with any such direction.
7. Overriding of alarms is not permitted at any venue.
8. Animals are not permitted in any venue, except for guide dogs and registered assistance animals. Petting zoos, animal farms and animal rides are not permitted in venues (including Open Spaces).

Disposing of unclaimed goods

1. Any goods left behind after an event may be classified as 'unclaimed goods' for the purposes of these Conditions of Hire.
2. If, in Our view, the value of any unclaimed goods would result in them being 'low value goods' under the *Australian Consumer Law and Fair-Trading Act 2012 (Vic)*, they will be disposed of without further notice.
3. We will provide You with notice of any other unclaimed goods and require their removal within seven days. We will provide reasonable access to the venue for this purpose.
4. You are liable for any damage caused to the venue during the removal of goods and must leave the venue 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 to You. You are required to meet all of Our costs reasonably incurred 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)*.

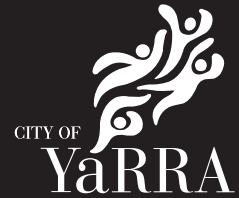
Other conditions

1. Bookings that entail a substantial number of attendees, the installation of significant structures, or heightened health and safety risks may be subject to additional conditions or requirements. Where applicable, these additional conditions or requirements will be incorporated into the booking agreement and communicated to You. You must ensure compliance with any such additional conditions or requirements.

Specific venue conditions

1. Certain venues may be subject to specific permit conditions due to their location or intended use. Where applicable, these conditions will be incorporated into the booking agreement and communicated to You.

Conditions of Hire for Council Venues



Open Spaces

The use of Open Spaces is also governed by Local Laws. The following conditions apply:

- 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 Licence
 - Mobile Food Truck operators and similar vendors are required to apply for permits to undertake their activities, and are restricted to locations and events of certain categories as outlined in Our Events in Public Spaces Policy.
- 2. Additional amenities:** depending on the size of the event, additional amenities such as toilets and water fountains may be required. We will advise You of the need for any such additional amenities at the time of application.
- 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 Open Spaces. We can advise on required weights.
- 4. Vehicles in parks:** are not permitted without Our prior (written) consent. Drivers of vehicles must adhere to a speed equivalent to walking pace, use flashing hazards and avoid damage to Open Spaces. All vehicles must use spotters in hi vis clothing to enter areas safely.

- 5. Trees must be always protected** and must not be used for securing equipment, signage or decorations.
- 6. Public barbeques** cannot be booked for exclusive use.
- 7. Personal barbeques:** gas operated barbecues can be used subject to the following conditions:
 - Operated 4.5 metres away from foliage and Our structures
 - Protective matting must be used to prevent damage to the grass
 - Must not be used on a declared Total Fire Ban Day
 - No solid fuel is to be used

Breaches

- We reserve the right to eject or expel any person/s from a venue, deny any person entry to a venue, cancel a booking and/or terminate the event if one or more of these Conditions of Hire is or is likely to be breached.

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

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

REF 20608