

kingston **arts** centre



kingston **city** hall

CONDITIONS OF HIRE



City of **KINGSTON**

Kingston Arts Centre & Kingston City Hall

CONDITIONS OF HIRE

1. DEFINITIONS

In these Conditions of Hire, the following terms shall, if not inconsistent with the context, have the meanings indicated:

“**Access time**” means the commencement of the period for which a Facility is hired, including any time spent in setting up.

“**Booking Deposit**” means 20% of the Hire Fee unless the Hire Fee is equal to or less than \$100, in which case it is the Hire Fee.

“**Booking Coordinator**” means a person appointed by or on behalf of the Manager to take bookings at the Facility or a person acting in that capacity.

“**Catering Deposit**” means \$1,000 to be paid to Council for large catered events using the services of Council’s contracted caterer.

“**Catering Fee**” means the fee payable by the Hirer to Council for catering services provided by Council’s caterer at the Facility.

“**Condition**” means a condition of these Conditions of Hire.

“**Council**” means Kingston City Council.

“**Event Supervisor**” means a person appointed by or on behalf of Council as Event Supervisor at a Facility.

“**Facility**” means the Kingston City Hall, 985 Nepean Highway, Moorabbin; Kingston Arts Centre located at 979 Nepean Highway, Moorabbin; or any room, rooms or part of the Hall or Arts Centre, as the case may be and, unless inconsistent with the context, includes the fixtures, fittings, curtain and equipment forming part of the Facility.

“**Function**” means any event or purpose for which a Facility is, or is proposed to be, hired.

“**Function Date**” means the date on which a Facility is, or is proposed to be, hired.

“**Hirer**” means a person who hires or proposes to hire a Facility.

“**Hire Fee**” means the fee payable by the Hirer to Council for hire of the Facility.

“**Manager**” means a person appointed by or on behalf of Council to manage the Facility or a person acting in that capacity.

“**Municipal District**” means the municipal district of the Council.

“**Public Entry**” means the time agreed to on the application for venue hire that allows Public Entry to the Facility that is hired.

“**Security Bond**” means the security bond, if any, determined in accordance with Condition 7.

“**Vacate Time**” means the expiry of the period for which a Facility is hired, being after any time spent in packing up and cleaning.

2. CONSTRUCTION OF TERMS

In these Conditions of Hire, unless inconsistent with the context:

- 2.1 headings and underlining are for convenience only and do not affect interpretation;
- 2.2 words expressed in the singular include the plural and vice versa;
- 2.3 a reference to a gender refers to all genders;
- 2.4 where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- 2.5 a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa; and

- 2.6 a reference to a party in a document includes that party, its legal representatives, successors and permitted assigns.

3. INTERPRETATION

3.1 Governing Law

The law of the State of Victoria governs the contract embodied in these Conditions of Hire and any legal proceedings under this Contract.

3.2 Counting of Days

- 3.3.1 Where in these Conditions of Hire a period of time is expressed to begin on, or be reckoned from, a particular day, that day shall be included in the period.
- 3.3.2 Where in these Conditions of Hire a period of time is expressed to end on or to be reckoned to a particular day, that day shall be included in the period.

3.3 No Waiver

No time or other indulgence granted by Council to the Hirer or any variation of these Conditions of Hire or any judgment or order obtained by Council against the Hirer will in any way amount to a waiver of any of the rights or remedies of Council in relation to these Conditions of Hire.

3.4 No Fettering of Council's Powers

It is acknowledged and agreed that these Conditions of Hire do not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Facility, the Hirer or the Municipal District.

3.5 Consumer Rights

Nothing in these Conditions of Hire is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified (including the Australian Consumer Law).

4. APPLICATIONS

- 4.1 Rooms available for hire at the Facility include:

Kingston Arts Centre	Capacity (Max)	Kingston City Hall	Capacity (Max)
Theatre	94	Grand Hall & Banquet	1,000
Chamber	65	Grand Hall	800
		Banquet Room	200
		Function Room A	54
		Function Room B	70
		Function Room A & B	120

- 4.2 Applications for hire can be made by telephoning the Kingston City Hall on (03) 9556-4435 between 9am and 5.00pm weekdays. Specific details such as size, resources, and capacity of any venue can be discussed with the Business Development Coordinator at the time of the call.
- 4.3 **Inspection of venues is by appointment only.** To make an appointment phone the Business Development Coordinator on 9556 4435.
- 4.4 Applications for hire must be signed by the applicant, be in the prescribed form and be lodged at Kingston City Hall.
- 4.5 Where an application is made on behalf of an organisation or body, the person completing the application form must state the name of the organisation or body and the authority which he or she has to make the application together with his or her private and business telephone numbers.
- 4.6 Where an application is made on behalf of an organisation or body, that organisation or body shall nominate one person who is authorised to communicate all details, changes and cancellation regarding all aspects of venue hire.
- 4.7 The Booking Coordinator may require the Hirer to provide further documentation with an application for hire. For example, this may include a Victoria Police Party Safe Application.

5. BOOKINGS

5.1 Tentative Bookings

- 5.1.1 Council reserves the right not to accept tentative bookings within **thirty (30) days** of a Function Date.
- 5.1.2 Once made, tentative bookings will be held for a period of seven **(7)** days except that such seven **(7)** days are not to include any portion of the **30-day** period prior to the Function Date. Within the seven **(7)** days, the Hirer must notify the Booking Coordinator of confirmation or cancellation of the tentative booking.

5.2 Confirmation of Bookings

The Facility is deemed to have been booked on receipt of:

- 5.2.1 a completed Application for Venue Hire Form,
- 5.2.1 the Booking Deposit,
- 5.2.3 the Catering Deposit (if applicable), and
- 5.2.4 the Security Bond (if applicable),

5.3 Bookings not Confirmed

If the matters referred to in Condition 5.2 have not been received within seven **(7)** days of a tentative booking, the Facility will be deemed not to have been booked and the tentative booking may be cancelled by Council without notice.

5.4 Advance Bookings

Bookings can be made no more than twelve (12) months in advance of the Function Date.

5.5 Power to refuse Bookings

Council, the Manager and the Booking Coordinator may, in their absolute discretion, refuse to accept a booking.

5.6 Changes to Bookings

The Hirer may request a variation to the Hirer's booking by written application to the Manager no later than 14 days prior to the Function. The Manager may vary the booking at his or her discretion. If the variation involves changing the Function Date and the Manager declines to make the variation requested, the booking will be deemed to be cancelled and Condition 6.1 applies.

6. CANCELLATION OF BOOKINGS

6.1 By the Hirer

- 6.1.1 Where the Hirer cancels a booking, Council may retain a portion or all of the Hire Fee. This amount will be determined as follows:

For the Kingston Arts Centre and Function Rooms A &/or B:

- (a) If a cancellation is made with more than 30 days notice, the amount to be retained by Council will be the Booking Deposit.
- (b) Where notification of cancellation is received in writing between 8 and 30 days notice prior to the Function Date, the amount to be retained by Council will be 50% of the Hire Fee.
- (c) If a cancellation is made 7 days or less from the Function Date, the amount to be retained by Council will be the Hire Fee.

For the Kingston City Hall – Grand Hall and/or Banquet Room:

- (d) If a cancellation is made with more than 60 days notice, the amount to be retained by Council will be the Booking Deposit.
- (e) Where notification of cancellation is received in writing between 30 and 60 days notice prior to the Function Date, the amount to be retained by Council will be 50% of the Hire Fee.

- (f) If a cancellation is made 29 days or less from the Function Date, the amount to be retained by Council will be the Hire Fee.
- 6.1.2 As provided in Condition 5.6, a booking will be deemed to have cancelled where the Hirer requests a variation to the Function Date which is not agreed to by the Manager.
- 6.1.3 For the purposes of this Condition 6.1, if the Hirer has not paid the Hire Fee by the time Council's right to retain a portion or all of the Hire Fee arises, Council will invoice the Hirer for the applicable amount owing which must be paid by the Hirer.

6.2 By Council

- 6.2.1 As provided in Condition 5.3, Council may cancel a tentative booking if the matters referred to in Condition 5.2 have not been received.
- 6.2.2 As provided in Condition 8, a booking will be deemed to have been cancelled where certain payments of the kind described in that Condition are not made.
- 6.2.3 As provided in Condition 22, Council may cancel a Function where the Hirer fails to comply with that Condition.
- 6.2.4 The Manager or Council may cancel a booking for any reason whatsoever, including without limitation where the Facility cannot be made available to the Hirer on the Function Date by reason of fire, flood, damage, industrial dispute or emergency or if the Facility is required for Council functions, a municipal election or a State or Federal election.
- 6.2.5 If a booking is cancelled under Condition 6.2.1, 6.2.2 or 6.2.3, Council is not obliged to refund the Booking Deposit or Catering Deposit and Council will not be liable for any loss, damage, action, demand, claim or injury of any kind arising from the cancellation and the Hirer is deemed to have consented to the cancellation and to have no claim for any loss or damage incurred as a result of such cancellation.
- 6.2.6 If a booking is cancelled under Condition 6.2.4, , Council must refund in full the Booking Deposit, the Catering Deposit, or any other part of the Hire Fee paid by the Hirer, but Council will not be liable for any loss, damage, action, demand, claim or injury of any kind arising from the cancellation and the Hirer is deemed to have consented to the cancellation and to have no claim for any loss or damage incurred as a result of such cancellation.

7. SECURITY BOND

- 7.1 In addition to the Hire Fee, the Hirer must, upon the request of the Booking Coordinator, provide the Security Bond as a guarantee for the fulfilment of these Conditions of Hire and as security against damage to the Facility and to cover cleaning or maintenance of a non-routine nature. The amount of the Security Bond is subject to the type of function and assessment on application.
- 7.2 Council may deduct the cost of remedying any breach of these Conditions of Hire, or the repair of any damage to the Facility caused by the Hirer, the Hirer's staff or persons attending the Function or any costs associated with the non-routine cleaning or maintenance of the Facility from the Security Bond.
- 7.3 The Hirer must, upon demand by the Manager, pay any further amount necessary to meet the full costs of the breach, repair or cleaning as described by Condition 7.2.
- 7.4 Council must refund the Security Bond to the Hirer within 31 days of the Function less any amounts required to:
- 7.4.1 repair any damage to the Facility;
- 7.4.2 clean or maintain the Facility to its condition prior to the Function Date;
- 7.4.3 recover any other costs incurred due to a breach of these Conditions of Hire by the Hirer;
or
- 7.4.4 recover any other monies due under these Conditions of Hire.
- 7.5 If a booking is cancelled under Condition 6, Council must refund the Security Deposit to the Hirer within 31 days of the cancellation.

7.6 There will be no interest paid on the Security Bond.

8. TIME FOR PAYMENTS

The Booking Deposit is credited against the Hire Fee, and the Catering Deposit is credited against the Catering Fee.

The balance of the Hire Fee must be paid by the Hirer to Council as follows:

- 8.1 for Functions at the Kingston Arts Centre and Function Rooms A &/or B, at least thirty **(30)** days before the Function Date; and
- 8.2 for Functions at the Kingston City Hall – Grand Hall and/or Banquet Room, at least sixty (60) days before the Function Date.

If the balance of the Hire Fee is not paid as required by this Condition 8, the booking will be deemed to be cancelled and Condition 6.2 applies.

9. FREE ACCESS

Council staff and other persons authorised by Council shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the Facility.

10. LIMIT OF HIRING

The Hirer is only be entitled to the use of the particular part or parts of the Facility hired, and shall vacate same punctually by the Vacate Time. Council reserves the right to let any other portion of the Facility for any other purpose or purposes at the same time.

11. OBSERVANCE OF HIRE TIMES

The Hirer must observe the Access Time and Vacate Time. If the Function commences before the Access Time or finishes after the Vacate Time, the Hirer must, upon demand by the Manager, pay an additional fee for each hour or part thereof in excess of these times calculated as follows:

- 11.1 at standard rates as specified in Schedule of Fees – Venue Hire for additional hire;
- 11.2 at standard rates for additional time worked by the attendants;
- 11.3 at standard rates for additional time of equipment hired; and
- 11.4 at over-time rates for staff.

12 CATERING

12.1 Use of Council's caterer

- 12.1.1 Hirers who require catering (Food & Beverages) for their Function may choose to utilise the services of one of Council's four (4) compliant caterers.
- 12.1.2 Hirers wishing to utilise these services for their Function must advise the Booking Coordinator at the time of making a booking.
- 12.1.3 Charges for the supply of Food & Beverages and catering staff are in addition to the Venue Hire Fees & Charges.
- 12.1.4 BYO food, liquor and other beverages are strictly not permitted in any Facility.
- 12.1.5 Without limiting Condition 6, if the Hirer wishes to cancel the services of a Council caterer, notice of such cancellation must be given in writing to Council and the caterer.
- 12.1.6 Without limiting Condition 6, if a cancellation of a catering order is made between 14 and 8 days from the Function Date, the Hirer must pay to Council 50% of the total catering order cost.
- 12.1.7 Without limiting Condition 6, if a cancellation of a catering order is made 7 days or less from the Function Date, the Hirer must pay to Council 75% of the total catering order cost.

12.1.8 For the purposes of Conditions 12.1.5 and 12.1.6, if a Catering Deposit has been provided and the amount owing is less than the Catering Deposit, Council will deduct this amount from the Catering Deposit and then return the balance (if any) of the Catering Deposit to the Hirer. If a Catering Deposit has been provided and this amount is more than the Catering Deposit, Council will apply the Catering Deposit towards this amount and invoice the Hirer for the balance owing, which must be paid by the Hirer. If no Catering Deposit has been provided, Council will invoice the Hirer for the applicable amount owing, which must be paid by the Hirer.

12.2 Use of own caterer

12.2.1 Hirers wishing to utilise the services of their own caterer for their Function must:

(a) advise the Booking Coordinator at the time of making a booking;

(b) provide all relevant documentation as requested by the Booking Coordinator for approval prior to the Function Date, including without limitation, copies of the caterer's registration certificate and food safety handling certificates; and

(c) advise whether the caterer is to provide liquor at the Function, in which case the Hirer must also provide evidence of the required liquor licence or permit from Liquor Licensing Victoria no later than two (2) months prior to the Function.

12.2.2 Only caterers that provide relevant documentation as proof of their ability to provide catering services will be able to service events at the Facility.

12.2.3 BYO food, liquor and other beverages are strictly not permitted in the Facility.

12.2.4 Hirers who engage their own caterer for a Function must ensure that the caterer leaves all areas of the kitchen in a thoroughly clean and tidy condition including all surfaces, appliances, fridges, cool room, benches, sinks, dishwashers etc and that all refuse and rubbish is removed from the kitchen.

12.2.5 Where a caterer who has been engaged by a Hirer for a Function fails to leave the kitchen in the standard required by Condition 12.2.4, the Hirer will be liable for all costs to bring the kitchen to the required standard prior to the next usage and or day.

12.2.6 The Hirer is liable for any financial losses incurred by Council to compensate the next user/hirer where the kitchen is not able to be brought up to the required standard before the next usage and or day.

13. HIRE OF GALLERY/EXHIBITION SPACE (Kingston Arts Centre)

Applicants wishing to hire the Gallery Spaces to display artworks must submit a formal application to Council's Visual Arts Co-ordinator, in accordance with guidelines set out in the 'application for gallery hire'.

The sale of artworks is subject to special conditions; contact the Kingston Arts Centre Visual Arts Coordinator on 9556 4448 for details.

14. MUSICAL INSTRUMENTS

In this Condition "Musical Instruments" means the Wurlitzer Pipe Organ (Kingston City Hall), Grand Pianos (Kingston City Hall & Kingston Arts Centre) and upright pianos at any Facility.

The Musical Instruments are available for hire. The Hirer of the organ or pianos must ensure that the relevant cover is refitted to the instrument and, in the case of the Wurlitzer Pipe Organ, that the blower is turned off at the Vacate Time. The Hirer will be liable for any damage to the Musical Instruments arising from or sustained during the hire. The Hirer must not allow any person to play the Wurlitzer Organ other than persons approved by The Theatre Organ Society of Australia (Vic Division) or Council.

15. PROGRAMMES/PERFORMANCE/CONCERT

15.1 Performing Rights

15.1.1 In the case of a dramatic or other performance or concert in the Facility, the Hirer must not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such rights, and the Hirer hereby indemnifies Council, its staff, agents and Councillors and agrees to keep Council, its staff, agents and Councillors indemnified against any claim, damages or proceedings of any kind arising from any such infringement.

15.1.2 The Hirer must obtain the appropriate copyright licence and pay the relevant fees to the Australian Performing Rights Association Ltd (APRA) where the Function is a concert at

which music is the main purpose of the Function and where admission fees are charged. Council will provide copyright cover to APRA for all other Functions where music is produced.

15.2 Music

The music being played in the Facility, whether live or otherwise, must cease at least fifteen (15) minutes before the Vacate Time.

15.3 Photography

The Hirer may arrange for a photographer of his, her or its choice to be in attendance at a Function for the purpose of taking official photographs for the Hirer's own use or for sale to persons attending the Function.

16. TICKETING

All ticketed events will be required to utilise Council's ticketing service. Enquiries can be made with the Booking Coordinator upon application for hire of a Facility for ticketing costs and policies.

17. HOUSE SEATS

On all ticketed events Council will retain and/or be entitled to four (4) seats for allocation and use at its discretion.

18. THEATRICAL FITTINGS, AUDIO/VISUAL EQUIPMENT & TECHNICAL LABOUR

- 18.1 Each venue has a range of audio-visual equipment available for hirers' use. Please confirm requirements, availability and fees with the Booking Coordinator at the time of booking.
- 18.2 The Hirer may use Council's electronic and technical equipment at the Facility, or may bring and use his, her or its own technical equipment, and/or may inter-phase his, her or its technical equipment with Council's existing equipment at the Facility.
- 18.3 If the Hirer wishes for Council to provide the necessary technical services for the Function, please advise the Booking Coordinator who will confirm the applicable charges.
- 18.4 If the Hirer wishes to bring his, her or its own equipment and/or use an external hire company to provide equipment and technical support:
- (a) the Hirer must submit to Council a Equipment & Technical Support Form completed in the prescribed form no later than two months prior to the Function Date;
 - (b) all equipment must be tagged and submitted for inspection and testing, and be approved by, the Manager or Theatre Technician prior to the commencement of set-up;
 - (c) the Hirer must submit to Council a risk management plan to the Manager no later than fourteen (14) days prior to the Function Date; and
 - (d) the Hirer must pay to Council all costs associated with the testing and approval of the equipment, which will comprise, at a minimum, a standard 3-hour call out rate and an hourly rate for each hour thereafter, further details of which can be obtained upon making a booking enquiry.

19. INSURANCE AND LIABILITY

- 19.1 Unless Council arranges such insurance on the Hirer's behalf, the Hirer must take out and keep current during the period of hiring a public liability insurance policy with Council named as a Principal, insuring, for a minimum sum of ten (10) million dollars, against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against Council or the Hirer or both in respect of any personal injury or property damage arising out of or in relation to the Function and the hiring of the Facility. The Hirer must provide a certificate of currency for such policy to Council upon request.
- 19.2 'Not-for-profit' community groups based in and serving residents of the Municipal District may be entitled to cover, upon application to Council, under special provisions made by Council. (*Certain 'primary activities are excluded from this insurance. Contact the Booking Coordinator for further details.'*)
- 19.3 The Hirer must not do or neglect to do or permit to be done or left undone anything which will affect Council's insurance policy or policies relative to fire or public risk in connection with the Facility.

- 19.4 The Hirer agrees to indemnify and to keep indemnified Council, its Councillors, employees and agents and each of them, from and against all actions, costs, claims, charges, expenses and damages (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) which may be brought or claimed against Council or the Hirer or both arising out of or in any way connected with the Function or the hiring of the Facility and are related to the Hirer's negligent acts or omissions. The Hirer's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its Councillors, employees or agents, contributed to the loss or damage.
- 19.5 Council strongly recommends that people/organisations wishing to exhibit art works take out separate insurance cover for damage to or theft of such items. The Hirer wears all risk in this regard.

20. THEFTS OR LOSSES

Neither 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 attending the Function or entrusting to or supplying any article to the Hirer by reason of any such article or thing being lost, damaged or stolen.

21. GOOD ORDER

- 21.1 The Hirer must, during the Function, ensure that proper standards of public decency are maintained and not permit or allow continuing any act, activity or lewd behaviour which could offend standards of public decency. Standards of public decency will be deemed to be offended if the elements of an offence under section 17 of the Summary Offences Act 1966 exist.
- 21.2 The Hirer is responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Facility and in the approaches thereto throughout the duration of hiring. The Hirer must observe any directions or instructions given by authorised Council officers or representatives.

22. SECURITY

- 22.1 The Booking Coordinator will advise the Hirer of the security requirements for the Function. In particular, the Booking Coordinator may require the Hirer to ensure the attendance of a certain number of registered and licensed crowd controllers at the Function. The number of security personnel required will be dependent on the nature of the event and industry standards. The Hirer will be responsible for all costs associated with engaging security for the Function. By way of a guide, 2 guards are required for the first 100 guests and 1 additional guard is required for every 100 guests thereafter.
- 22.2 Hirers may request Council to engage security personnel on their behalf.
- 22.3 Hirers engaging their own registered security personnel must:
- 22.3.1 provide written evidence of their booking with a security company to the Booking Coordinator no later than two (2) months prior to the Function Date;
 - 22.3.2 provide an event risk management plan from the security company for the Function to the Booking Coordinator no later than fourteen (14) working days prior to the Function; and
 - 22.3.3 provide a copy of the security company's licence and registration documents to the Booking Coordinator no later than fourteen (14) working days prior to the Function.
- 22.4 The Hirer must ensure that all security personnel are in attendance at the Facility 1 hour prior to the Access Time and until 1 hour after the Vacate Time.
- 22.5 The Booking Coordinator, based on a risk assessment, may direct the Hirer to ensure the attendance of additional security staff, Police, Fire Brigade, Metro or St John's Ambulance, depending on the nature of the Function. The Hirer is responsible for all costs associated with such attendance.
- 22.6 If the Hirer fails to comply with Conditions 22.1, 22.3, 22.4 or 22.5, the Function will be deemed to have been cancelled and Condition 6.2.4 applies to such cancellation.

23. DAMAGE TO COUNCIL PROPERTY

- 23.1 The fittings and fixtures of the Facility, including but not limited to the floors, walls, curtains, furniture or any other part of the Facility, must not be broken, pierced by nails or screws or in any other way damaged.

- 23.2 No notice, sign, advertisement, scenery fittings or decorations of any kind may be erected inside the Facility or attached to or affixed to the walls, doors, or any other part of the Facility, without the prior consent of the Booking Coordinator.
- 23.3 The Hirer will be liable for any costs incurred by Council in repairing, making good any damage and any non-routine cleaning of the Facility, its fixtures, fittings and any other piece of equipment contained therein.
- 23.4 Without limiting Condition 7, if any damage occurs, Council may deduct an amount from the Security Bond to cover the cost of repairing the damage. If such damage is more than the amount of Security Bond, the Hirer upon request must forthwith pay to Council within seven **(7)** days the balance of the cost of repairing such damage.
- 23.5 Any Council property which is beyond reasonable repair must be replaced by the Hirer.
- 23.6 In the event that the Facility, or any curtains, floors, fittings, furniture or equipment, is damaged to such an extent that it affects another hirer's use of the Facility or requires a booking to be cancelled, the Hirer will be liable for all costs and losses incurred by Council (as well as the costs of repairing such damage), including refunds of deposits, hiring fees and other loss of revenue.
- 23.7 Hirers are required to leave the areas used, including entry areas, car parks, and surrounding areas in a clean and tidy condition prior to vacating the Facility. Hirers are required to respect the amenity of nearby residents and shops when leaving the Facility by keeping noise to a minimum and by not leaving any rubbish in the vicinity.

24. PROTECTION OF FLOORS

- 24.1 Hirers must comply with any directions issued by the Booking Coordinator for the protection of floors used for dancing, other like areas and carpeted areas from stain or other damage. When the Facility is to be used for certain functions, the Booking Coordinator may require the Hirer to protect the floor area with rugs or other suitable material.
- 24.2 Hirers, clients, patrons and guests are not permitted to bring into the Facility, any ice or liquid in polythene or plastic bags, car fridges or any like containers which are likely to cause damage to floors.

25. SUB-LETTING

The Hirer must not sub-let, transfer or assign any portion of the Facility hired without the written consent of the Manager.

26. SEATING

- 26.1 The Hirer must not exceed the number of seats for the Function as stated on the Hirer's application form or a standard plan for a particular type of function (if applicable). Any variation to seating numbers must be submitted to and approved by the Manager prior to the Function.
- 26.2 The Hirer must submit final seating arrangements for the Function to the Booking Coordinator at least seven **(7)** working days prior to the Function Date.
- 26.3 The Hirer under strict supervision of Council representatives may vary the arrangement of seats and table settings provided that they are arranged in conformity with all relevant laws, including without limitation the obligation to keep all exits clear.

27. DECORATIONS, STAGE FITTINGS

- 27.1 No stage property, decorations or electric light installation, musical or amplification equipment or articles of a similar nature may be brought into the Facility without the consent of the Manager. Where consent has been granted, these items must be removed from the Facility by the Vacate Time. Special arrangements may be made to leave certain articles in the Facility overnight (space permitting and if the Facility is not in use by another hirer) but this must be done prior to the commencement of a Function and they must be removed from the Facility by **9am** the following day.
- 27.2 Only fire retardant paper or streamers are permitted in the Facility. Streamers or like material must not be thrown or used in any way in the Facility. No paper decorations or streamers may be affixed to any wall or fitting or hung from any wall or fitting without the prior consent of the Manager. All streamers or paper decorations must be removed from the Facility by the Hirer by the Vacate Time.
- 27.3 **Confetti is not be permitted in the Facility under any circumstances.**

27.4 **Hirers are required to inform and seek approval from the Manager for use of Helium Balloons and or Smoke/Fog machines at their Functions.**

28. OBSERVANCE OF LAWS

28.1 The Hirer must, in respect of hiring the Facility or holding the Function, comply with all Acts and Regulations of the Commonwealth of Australia or State of Victoria, including the Public Health and Wellbeing Act 2008, the Liquor Control Reform Act 1998, the Occupational Health and Safety Act 2004 and Council's local laws.

28.2 Without limiting Condition 28.1, the Hirer must comply in every respect with all laws applying to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building. Any person causing an offence against such laws may be removed from the Facility.

29. EMERGENCY EVACUATION PROCEDURES

The Hirer must comply with emergency procedures as instructed by the responsible Council officer during the conduct of the Function.

30. NOISE LEVELS

The Hirer is responsible for the observance of all applicable noise controls relating to the Facility, including without limitation those specified in Part 8 of the Environmental Protection Act 1970 and Council's local laws.

31. SMOKING

Smoking is strictly **PROHIBITED** within all areas of Kingston Arts Centre and Kingston City Hall.

32. GAMBLING

No game of chance at which either directly or indirectly money is passed as a prize may take place in the Facility, unless an appropriate licence by a Government Authority has been obtained.

33. SPRUICKING

Calling out or spruicking in relation to any entertainment or engagement is be permitted inside or outside the Facility.

34. OPEN FLAME LAMPS, FIREWORKS & PYROTECHNIC DEVICES

34.1 No open flame, kerosene or spirit type lamps may be used in any part of the Facility. The Operations Coordinator, Kingston Arts & Cultural Services will be the sole arbiter in this matter.

34.2 No fireworks, pyrotechnic devices or any like material is permitted in the Facility under any circumstances.

35. CONDUCT OF SALES

The Hirer is not permitted to use the Facility for the conduct of any wholesale or retail sales, or for any other sale in whatever form that sale might be conducted, without the written approval of the Manager.

36. ADVERTISING NOTICES

No signs, notices or the like can be displayed outside the Facility or its precincts without the prior consent of the Manager.

Some signage and notices may require approval under Council's local laws and it is the responsibility of the Hirer to check any related laws governing signage and notices with Council's Local Laws department.

37. ANIMALS

No animals are allowed in the Facility without the prior written consent of the Manager, who may impose conditions deemed appropriate. This Condition does not apply to guide dogs under the control of visually or hearing impaired persons.

38. CLEANING

38.1 The Hirer must leave the Facility in a tidy condition and all fixtures, fittings in good order and condition, and must immediately remove all rubbish, refuse and waste matter prior to or at the Vacate Time.

- 38.2 Without limiting Condition 7, if the Hirer fails to comply with Condition 38.1, Council is entitled to have the Facility cleaned and the cost of doing this deducted from the Security Bond. If the cost of such cleaning is more than the amount of Security Bond, the Hirer upon request must forthwith pay to Council within seven **(7)** days the balance of the cost of cleaning.

39. EVENT SUPERVISORS

Where specified, Kingston City Hall & Kingston Arts Centre venue hire fees include the services of one (1) Event Supervisor. Extra persons may be required at the discretion of the Booking Coordinator whose decision is final. Any costs associated with extra Event Supervisors will be borne by the Hirer.

40. EVENT WARDENS

- 40.1 For Functions held at Kingston City Hall, Council requires that each Function allocate a number of people to act as wardens in the case of an emergency situation.
- 40.2 Council staff in attendance at the Function will act as the Chief Warden and instruct allocated wardens if a situation arises.
- 40.3 Each person allocated as a warden is required to run through an induction prior to the Function. This can be done as a group on the Function Date of the booking prior to Public Entry.
- 40.4 Wardens must not participate in the Function or consume alcohol.
- 40.5 Where security personnel is required to be in attendance at the Function, additional wardens are not required provided that the security personnel act as wardens and are inducted accordingly.
- 40.6 The number of attendants required for each Function will be advised by the Manager and will be based on the level of risk assessed for each Function.

41. VENUE INDUCTION

- 41.1 All Hirers will be required to run through an on-site venue induction upon arrival at the Facility on the Function Date.
- 41.2 Inductions will be conducted by the Event Supervisor.

42. LOADING/UNLOADING

All deliveries for the Function must occur:

- 42.1 via the loading dock located on the south side of the Kingston Arts Centre; or
- 42.2 via the goods lift at the rear of Kingston City Hall.

43. DIRECTIONS

A representative of Council will be present at each Function. The Hirer and any person under her/his direction must forthwith obey all directions or orders given by such person or the Manager as to the use of the Facility.

44. BREACHES

- 44.1 The Hirer is responsible for the full observation of these Conditions of Hire.
- 44.2 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 or hire) by the Manager or other authorised Council officers or by any crowd controllers or security personnel. If so required, the Manager or other authorised Council officer may direct the Hirer or security personnel to expel from the Facility any person in breach of these Conditions of Hire.
- 44.3 ANY DEVIATION FROM THE 'CONDITIONS OF HIRE' MAY RESULT IN THE FORFEITURE OF THE SECURITY BOND, AS WELL AS EXTRA CHARGES AND/OR FINES OR EXPULSION FROM THE FACILITY.

45. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the Hirer and Council agree to endeavour in good faith to settle the dispute by

mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.

- 45.1 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute.
- 45.2 On receipt of the notice specified in clause 0, the parties to the dispute must within seven (7) days of receipt of said notice seek to resolve the dispute.
- 45.3 If the dispute is not resolved within seven (7) days or within such further period as the parties agree then the dispute is to be referred to ACDC.
- 45.4 The mediation shall be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed incorporated.
- 45.5 This clause shall not merge upon completion.

46. GOODS AND SERVICES TAX (GST)

All fees and charges are subject to GST. Unless otherwise stated, fees and charges are inclusive of GST.

47. KINGSTON ARTS & CULTURAL SERVICES FACILITIES HOUSE RULES

The Kingston Arts & Cultural Services Facilities House Rules form part of these Conditions of Hire.