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# CONDITIONS OF HIRE

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**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:

“**Booking Deposit**” means the sum of money paid to Council, in accordance with the Schedule of Hire charges, in order to confirm the booking of a Facility.

“**Booking Coordinator**” means the representative of Kingston Arts & Cultural Services Management or a person acting in that capacity.

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

“**Date of Booking**” means the date on which a Facility booking is made.

“**Duty Manager/Officer/Hallkeeper**” means a person appointed as Duty Manager/Officer/Hallkeeper 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.

“**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.

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

“**Access time**” means the commencement of the period for which a Facility is hired.

“**Public Entry**” means the time agreed to on the Application for Venue Hire that allows Public Entry to the Facility that is hired.

“**Vacate time**” means the expiry of the period for which a Facility is hired.

### 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 Whole Understanding

These Conditions of Hire constitute the whole understanding between the parties and embody all the terms and conditions under which a Facility is hired.

#### 3.2 Governing Law

The law of the State of Victoria governs the contract embodied in these Conditions of Hire and any

any legal proceedings under this Contract.

### 3.3 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.

### 3.4 No Waiver

No time or other indulgence granted by Council to 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.

### 3.5 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 the 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.

## 4. APPLICATIONS

4.1 Rooms available for hire through Kingston Arts & Cultural Services include:

Kingston Arts Centre	Capacity (Max)	Kingston City Hall	Capacity (Max)
Theatre	94	Grand Hall & Banquet	1,000
Chamber	65	Grand Hall	800
Workshop 1	84	Banquet Room	200
Workshop 2	48	Function Room A	54
Workshop 1 & 2	108	Function Room B	70
		Function Room A & B	120

4.2 Applications for hire of spaces at Kingston Arts Centre & Kingston City Hall can be made by telephoning the Kingston Arts Centre on (03) 9556-4435 between 9am and 5.30pm 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 must be in the prescribed form and be lodged at Kingston Arts Centre.

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.

## 5. BOOKINGS

### 5.1 Tentative Bookings

5.1.1 Kingston Arts & Cultural Services reserve 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 notification must be given to Kingston Arts & Cultural Services of confirmation or cancellation of the tentative booking.

### 5.2 Confirmation of Tentative Bookings

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

- a) A completed Application for Venue Hire Form, and
- (b) 20% deposit or the full hire fee (or the full hire fee if the total hire fee is equal to or less than \$100),
- (c) Bond payment (if applicable).
- (d) Within seven **(7)** days of the tentative booking being made.

### 5.3 Bookings not Confirmed

If an Application for Venue Hire Form and a Booking Deposit have not been received within seven **(7)** days of the tentative booking, a Facility will be deemed not to have been booked and the tentative booking may be cancelled.

### 5.4 Advance Bookings

Bookings will not be accepted more than twelve (12) months in advance of a Function date.

### 5.5 Power to refuse Bookings

Kingston Arts & Cultural Services Management and or City of Kingston may, in their absolute discretion, refuse to accept a booking.

## 6. CANCELLATION OF BOOKINGS

### 6.1 By the Hirer

Where the Hirer cancels a booking, Council may retain a portion of the hire fee. The amount to be retained will be determined as follows:

#### ***Kingston Arts Centre and Function Rooms A &/or B***

- 6.1.1 If a cancellation is made with more than 30 days notice, the amount to be retained by council will be the full 20% deposit paid.
- 6.1.2 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 venue hire fee.
- 6.1.3 If a cancellation is made 7 days or less from the date of hire, the full deposit amount will be retained by Kingston Arts Centre and the Hirer will be invoiced for the balance of the total hire.
- 6.1.4 If a Hirer proposes to change a Function date, such change must be notified in writing and will be deemed to be a cancellation and Conditions 6.1.1, 6.1.2 and 6.1.3 will apply.

#### ***Kingston City Hall – Grand Hall and/or Banquet Room***

- 6.1.5 If a cancellation is made with more than 60 days notice, the amount to be retained by council will be the full 20% deposit paid.
- 6.1.6 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 venue hire fee.
- 6.1.7 If a cancellation is made 29 days or less from the date of hire, the full deposit amount will be retained by Kingston Arts Centre and the Hirer will be invoiced for the balance of the total hire (100%).
- 6.1.8 If a Hirer proposes to change a Function date, such change must be notified in writing and will be deemed to be a cancellation and Conditions 6.1.5, 6.1.6 and 6.1.7 will apply.

### 6.2 By Council

- 6.2.1 As provided in Conditions 5.3, Kingston Arts & Cultural Services Management may cancel a tentative booking for which the required deposit has not been paid.
- 6.2.2 As provided in Condition 8, Kingston Arts & Cultural Services Management may cancel a booking where certain payments of the kind described in that Condition are not made.
- 6.2.3 Kingston Arts & Cultural Services Management may cancel any booking in the event that a

a Facility cannot be made available to the Hirer on the Function date by reason of fire, flood, damage, industrial dispute or emergency requirement of Council, or for any other reason.

6.2.4 Kingston Arts & Cultural Services Management may cancel any booking if a Facility is required for Council functions, a municipal election or a State or Federal election.

6.2.5 Kingston City Council may, by resolution, cancel a booking for any reason whatsoever.

6.2.6 If a booking is cancelled under Condition 6.2.1 or 6.2.2, Council need not refund any Booking Deposit or other hiring charges paid by the Hirer 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.

6.2.7 If a booking is cancelled under Condition 6.2.3, 6.2.4 or 6.2.5, Council must refund in full any Booking Deposit or other hiring charges paid by the Hirer and Council shall 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. BOND**

7.1 In addition to hire charges, a bond for guarantee against building damage is required. The amount of the bond is subject to the type of function and assessment on application.

7.2 Provided there is no damage to the Facility, fittings, furniture or equipment and no cleaning or maintenance of a non-routine nature is required after the relevant Function, and there are no outstanding payments owing on the particular event, the bond will be refunded. Please allow at least **28** days after the function for the bond refund cheque to be processed.

## **8. TIME FOR PAYMENTS**

The Booking Deposit is credited against hiring charges. The balance of hire charges plus damage bond (if applicable) must be paid in full at least seven (**7**) working days before the Function date. If the balance of hire charges plus damage bond is not so paid the booking will be deemed to be cancelled.

## **9. FURTHER PAYMENT**

The Hirer must, upon demand by Kingston Arts & Cultural Services Management, meet the full costs of repair of any damage to a Facility or any fittings or furniture or equipment contained therein, caused during the period of hire by the Hirer, his, her or its staff and/or persons attending the function, and for any non-routine cleaning or maintenance of the Facility hired. (*Refer Clause 41*)

## **10. FREE ACCESS**

Kingston Arts & Cultural Services Facilities staff and other authorised Council officers, officials or attendants, shall at all times, notwithstanding any hiring's, be entitled to free access to any and every part of the building's.

## **11. LIMIT OF HIRING**

The hirer shall only be entitled to the use of the particular part or parts of the building hired, and shall vacate same punctually at the time specified. The Council reserves the right to let any other portion of the building for any other purpose or purposes at the same time.

## **12. REFUSAL TO LET**

It shall be at the discretion of the Kingston Arts & Cultural Services Management to refuse to let the facilities in any case; and notwithstanding that the facilities may have been let or that these conditions may have been accepted and signed, and the rent and bond paid in full, the Kingston Arts & Cultural Services Management shall have full power if deemed fit to cancel such letting and direct the return of the rent and/or bond so paid and the hirer hereby agrees in such cases to accept the same and to be held to have agreed to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

## **13. OBSERVANCE OF HIRE TIMES**

The hirer is to observe the start and finish times for the hire. Hire times should include setting up and packing/cleaning up. If the function starts early or finishes late, the hirer will be obliged to pay an additional fee for each hour or part thereof in excess of the previously agreed hire times.

If the facilities are not vacated by the stated time, the hirer shall pay:

- (a) at standard rates as specified in Schedule of Fees – Venue Hire for additional hire
- (b) at standard rates for additional time worked by the attendants;
- (c) at standard rates for additional time of equipment hired;
- (d) over-time rates plus a penalty of 50% for staff.

## 14 CATERING

### 14.1 Orders

- 14.1.1 All hirers booking Kingston Arts & Cultural Services facility's (Kingston City Hall & Kingston Arts Centre) who require catering (Food & Beverages) for their event are obliged to utilise the services of our in-house caterer.
- 14.1.2 Hirers wishing to utilise these services for their event must advise the Booking Coordinator at the time of making a booking.
- 14.1.3 Charges for the supply of Food & Beverages and catering staff are in addition to the Venue Hire Fees & Charges for any area of Kingston City Hall and or Kingston Arts Centre.
- 14.1.4 BYO food, liquor and other beverages are strictly not permitted in any facility.

### 14.2 Cancellation of Catering Orders (all cancellations must be given in writing)

#### 14.2.1 *Kingston Arts Centre and Function Rooms A &/or B*

If a cancellation of a catering order is made 7 days or less from the date of the event, the amount to be charged to the hirer will be 50% of the total catering order cost. The hirer will be invoiced for 50% of the total catering cost.

#### 14.2.2 *Kingston City Hall – Grand Hall and/or Banquet Room*

If a cancellation of a catering order is made between 14 and 8 days from the date of the function, the amount to be charged to the hirer will be 50% of the total catering order cost. The hirer will be invoiced for 50% of the total catering cost.

14.2.3 If a cancellation of a catering order is made 7 days or less from the date of the function, the amount to be charged to the hirer will be 75% of the total catering order cost. The hirer will be invoiced for 75% of the total catering cost.

## 15. HIRE OF GALLERY/EXHIBITION SPACE (Kingston Arts Centre only)

Applicants wishing to hire the Gallery Spaces to display artworks must submit a formal application to the 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 for details.

## 16. MUSICAL INSTRUMENTS

The hire and use of the Kingston Arts & Cultural Services Facilities equipment is subject to special conditions. Please contact the Kingston Arts Centre for details.

### 16.1 *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 completion of hire. The hirer will be liable for any damage to musical equipment arising from or sustained during the hire. Hirers/players of the Wurlitzer Organ must be approved by The Organ Society of Australia (Vic Division).

## 17. PROGRAMMES

### 17.1 Performing Rights

17.1.1 In the case of a dramatic or other performance or concert in a 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 and agrees to keep Council indemnified against any claim, damages or proceedings of any kind arising from any such infringement.

17.1.2 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 charges. Council will provide copyright cover to APRA for all other functions where music is produced.

**17.2 Music**

The music being played in a Facility, whether live or otherwise, must cease at least fifteen (15) minutes before the booking vacate time.

**17.3 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.

**18. TICKETING**

18.1 All ticketed events will be required to utilise Kingston Arts & Cultural Services ticketing service. Enquiries can be made with the Booking Coordinator upon application for hire of a Facility for ticketing costs and policies.

**19. HOUSE SEATS**

On all ticketed events Kingston Arts & Cultural Services will retain and/or be entitled to four (4) seats.

**20. THEATRICAL FITTINGS, AUDIO/VISUAL EQUIPMENT & TECHNICAL LABOUR**

20.1 Each venue has a range of audio-visual equipment available for hirers' use. Please confirm requirements, availability and fees with Booking Coordinator at time of booking.

20.2 Hirers requiring Kingston Arts & Cultural Services Facilities electronic and technical equipment will be required to engage a Kingston Arts & Cultural Services Technician to operate the equipment if deemed necessary. Kingston Arts and Cultural Services can provide a technician at a cost to the hirer for a standard three-hour period and at an hourly rate for each hour thereafter. Costs for the technician services can be obtained upon making a booking enquiry.

20.3 Hirers wishing to use their own technical equipment and/or inter-phase their technical equipment with Kingston Arts & Cultural Services Facilities equipment must advise Kingston Arts & Cultural Services Operations Coordinator PRIOR to the hire period. A Kingston Arts & Cultural Services Technician must be engaged where hirers wish to inter-phase their equipment with Kingston Arts & Cultural Services venues equipment.

20.4 All technical labour, should it be required, will be charged on a minimum 3-hour call out rate.

20.5 All sound, lighting or other electrical devices and mechanical equipment (other than Kingston Arts & Cultural Services venues equipment) must be submitted for inspection, and be approved by, Kingston Arts & Cultural Services Operations Coordinator or Theatre Technician prior to the commencement of set-up.

20.6 For all Technical Specifications, please discuss with your Booking Coordinator.

**21. DAMAGE**

21.1 The floor, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any manner or in any other way damaged and no notice, sign, advertisement (except designated notice boards) scenery, fittings or decorations of any kind shall be erected in the facility without prior consent of the Kingston Arts & Cultural Services Operations Coordinator.

21.2 If any damage takes place, Council's assessment of the damage shall be taken as final without right of appeal, and such sum shall be deducted from the amount of the bond held by Kingston Arts & Cultural Services. If such damage is more than the amount of bond lodged, the hirer upon request shall forthwith pay to Council within seven (7) days the balance of the cost of repairing such damage.

**22. INSURANCE AND LIABILITY**

- 22.1 The Hirer must take out and keep current during the period of hiring a Public Liability Insurance policy with City of Kingston 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 arising out of or in relation to the hiring of a Facility.
- 22.2 Public Liability Insurance Cover will provide hirers with cover for legal liability for damages, claimant's costs and expenses including legal costs in respect of third party's personal injury or property damage arising from an occurrence/happening in connection with hiring the facility.
- 22.3 Hirers who already have public liability insurance for a minimum of \$10 million must arrange for City of Kingston to be named as a Principal on their insurance and must provide a copy of their certificate of currency before their booking can be confirmed.
- 22.4 'Not-for-profit' community groups based in and serving residents of the City of Kingston may be entitled to cover, upon application, under special provisions made by City of Kingston. Cover provided will protect the 'not-for-profit' group against negligence claims that may arise from the activities they are running, up to \$10 million. (*Certain 'primary activities are excluded from this insurance. Contact your booking coordinator for further details.'*)
- 22.5 The hirer of the facilities shall not do or neglect to do or permit to be done or left undone anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the building and the hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.
- 22.6 The Hirer agrees to indemnify and to keep indemnified Council, its servants and agents and each of them, from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or claimed against Council or the Hirer or both arising out of or in any way connected with a Function or the hiring of a Facility.
- 22.7 Artwork Insurance**  
Council does not provide cover for damage to or theft of Art works. Kingston Arts & Cultural Services strongly recommends that people/organisations wishing to exhibit items take out separate insurance cover.

**23. THEFTS OR LOSSES**

Neither Council nor its staff or employees will be liable for any loss or damage sustained by the Hirer or any persons, firm or corporation entrusting to or supplying any article to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies Council against any claim or demand by any such person, firm or corporation in respect of such article or thing.

**24. GOOD ORDER**

- 24.1 The Hirer must, during a Function, ensure that proper standards of public decency are maintained and not permit or allow to continue 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 exist.
- 24.2 The Hirer will be responsible for the full observance of these conditions and for the maintenance and preservation of good order in a 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.

**25. SECURITY**

- 25.1 The Booking Coordinator will advise the hirer of the number of registered and licensed crowd controllers required for their event. If deemed necessary, the Booking Coordinator will engage the services of Kingston Arts and Cultural Services preferred security personnel for the event. 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 their event. Crowd controllers are required to be in attendance at the facility from the time of public entry until the vacate time of the event. The vacate time will be supplied by the Booking Coordinator.
- 25.2 The Booking Coordinator at his/her discretion 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 event. The hirer will be responsible for all costs associated with such attendance.

- 25.3 If a hirer fails to adhere to Conditions 25.1 or 25.2, an event may be cancelled by the Booking Coordinator and Condition 6.2.7 applies to such cancellation.

## **26. COUNCIL PROPERTY**

- 26.1 The fittings and fixtures of a Facility, including but not limited to floors, walls, curtains, furniture or any other part of Facility, must not be broken, pierced by nails or screws or in any other way damaged.
- 26.2 No notice, sign, advertisement, scenery fittings or decorations of any kind may be erected inside a Facility or attached to or affixed to the walls, doors, or any other part of a Facility, without the prior consent of the Booking Coordinator.
- 26.3 The Hirer will be liable for any costs incurred by Council in repairing, making good any damage and any non-routine cleaning of a Facility, its fixtures, fittings and any other piece of equipment contained therein.
- 26.4 Any Council property which is deemed by Kingston Arts & Cultural Services Management to be damaged beyond reasonable repair must be replaced by the Hirer.
- 26.5 In the event that a 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.
- 26.6 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 venue by keeping noise to a minimum and by not leaving any rubbish in the vicinity.

## **27. PROTECTION OF FLOORS**

- 27.1 Hirers shall carry out such directions as may be 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 a 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.
- 27.2 Hirers, clients, patrons and guests are not permitted to bring into a Facility, any ice or liquid in polythene or plastic bags, car fridges or any like containers which are likely to cause damage to floors.

## **28. SUB-LETTING**

No portion of the building hired shall be sub-let or any tenancy transferred or assigned without the written consent of the Kingston Arts & Cultural Services Management.

## **29. SEATING**

- 29.1 The number of seats for any Function must not exceed the number stated on the 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 Kingston Arts & Cultural Services.
- 29.2 Final seating arrangements for any function must be submitted to the Booking Coordinator at least seven **(7)** working days prior to the Function date.
- 29.3 The hirer under strict supervision of the Kingston Arts & Cultural Services representatives may vary the arrangement of seats and table settings provided that they are arranged in conformity with the Public Health Regulations.

## **30. DECORATIONS, STAGE FITTINGS**

- 30.1 No stage property, decorations or electric light installation, musical or amplification equipment or articles of a similar nature shall be brought into the building without the consent of the Kingston Arts & Cultural Services Management. These shall be removed from the building by the termination of the hire period and if so not removed, the hirer shall pay such sum as the Management of Kingston Arts & Cultural Services may fix for each day or each portion of a day whilst such property remains in the building. Special arrangements may be made to leave certain articles in a 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

the building by **9am** the following day.

- 30.2 Only fire retardant paper or streamers can be permitted in the Facility. Streamers or like material must not be thrown or used in any way in a Facility. No paper decorations or streamers can be affixed to any wall or fitting or hung from any wall or fitting without the prior consent of Kingston Arts & Cultural Services Management. All streamers or paper decorations must be removed from a Facility by the Hirer at the conclusion of the Function.

30.3 **Confetti will not be permitted in the Facility under any circumstances.**

30.4 **Hirers are required to inform and seek approval from Kingston Arts & Cultural Services Management for use of Helium Balloons and or Smoke/Fog machines at their events.**

**31. OBSERVANCE OF LAWS**

The Hirer must, in respect of hiring a Facility or holding a function, comply with all Acts and Regulations of the Commonwealth of Australia or State of Victoria, including the Health Act, Theatres Act, Local Government Act, the Liquor Control Act and the OHS Act 2005.

31.1 Emergency Evacuation Procedures

Hirers of facilities are required to comply with emergency procedures as instructed by the responsible council officer during the conduct of the event.

**32. NOISE LEVELS**

The hirer shall be responsible for the observance of noise controls specified in Part 8 of the Environmental Protection Act.

**33. SMOKING**

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

**34. GAMBLING**

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

**35. SPRUICKING**

Calling out or spruicking in relation to any entertainment or engagement will not be permitted inside or outside any of the Facilities.

**36. OBSTRUCTIONS**

The hirer shall comply in every respect with regulations under all relevant Acts with regard 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 regulations shall be removed from the building.

**37. OPEN FLAME LAMPS, FIREWORKS & PYROTECHNIC DEVICES**

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

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

**38. CONDUCT OF SALES**

No hirer will be permitted to use any Kingston Arts & Cultural Services facility for the conduct of wholesale or retail sales, or for any other sale in whatever form that sale might be conducted, without the written approval of Kingston Arts & Cultural Services Management.

**39. ADVERTISING NOTICES**

No signs, notices or the like can be displayed outside a Facility or its precincts without the prior consent of Kingston Arts & Cultural Services Management.

**40. ANIMALS**

No animals shall be allowed in a Facility without the written consent of Kingston Arts & Cultural Services Management, who may impose conditions deemed appropriate. This Condition does not apply to guide dogs under the control of visually impaired persons.

**41. CLEANING**

41.1 The hirer shall leave the facilities in a tidy condition and all fixtures, fittings in good order and condition, and shall immediately remove all rubbish, refuse and waste matter prior to or at vacate time.

41.2 If the Hirer fails to comply, Kingston Arts & Cultural Services Management will arrange for cleaning and removal of any waste matter and the Hirer will be liable for any costs involved. Additional cleaning charges may also be incurred by the hirer should this be deemed appropriate by Kingston Arts & Cultural Services Management.

**41.3 Duty Managers, Attendants, Cleaners, etc**

Where specified, Kingston City Hall & Kingston Arts Centre venue hire fees include the services of one (1) attendant. Extra attendants may be required at the discretion of the Booking Officer whose decision is final. Any costs associated with extra Duty Managers, Attendants and Cleaners will be borne by the Hirer.

**42. LOADING/UNLOADING**

All deliveries for events/activities shall occur:

- (1) via the loading dock located on the south side of the Kingston Arts Centre;
- (2) via the goods lift at the rear of Kingston City Hall;

**43. MANAGEMENT OF FACILITIES**

The hirer and person under her/his direction shall forthwith obey all directions or orders given by the Kingston Arts & Cultural Services Management or their representatives as to the management of the facilities and functions/activities being conducted therein.

**44. BREACHES**

44.1 Any person committing a breach of any one or more of these Conditions of Hire may be expelled from a Facility (notwithstanding he or she may have paid for admission or hire) by the Duty Manager/Hallkeeper, persons authorised to act for Kingston Arts & Cultural Services or Council, crowd controllers or security staff. If so required, the Duty Manager/Hallkeeper or other representative of Kingston Arts & Cultural Services may direct the Hirer or security staff to expel from a Facility any person in breach of these Conditions of Hire.

44.2 ANY DEVIATION FROM THE 'CONDITIONS OF HIRE' MAY RESULT IN THE FORFEITURE OF THE 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 decision of Kingston Arts & Cultural Services Management, or other authorised delegate shall be final and conclusive.

**46. GOODS AND SERVICES TAX (GST)**

All fees and charges of Kingston Arts & Cultural Services Facilities will be subject to GST.

**47. KINGSTON ARTS & CULTURAL SERVICES FACILITIES HOUSE RULES**

The Kingston Arts & Cultural Services Facilities House Rules (as attached) form part of the Conditions of Hire.

**48. CONDITIONS OF HIRE - VARIATIONS**

Hirers are advised that these Conditions of Hire may be altered by Council at any time without prior notice.