



CONDITIONS OF HIRE

**Kingston Arts Centre, Kingston City Hall &
Shirley Burke Theatre**

SEPTEMBER 2021



City of **KINGSTON**

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 Venue.

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

“Operations 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 Venue booking is made.

“Event Supervisor” means a person appointed as an Event Supervisor at a Venue.

“Theatre Technician” means a person appointed as a Theatre Technician at a Venue.

“Venue” means Kingston City Hall, 985 Nepean Highway, Moorabbin; Kingston Arts Centre at 979 Nepean Highway, Moorabbin; Shirley Burke Theatre 64 Parkers Road Parkdale; or any room, rooms or part of the City Hall, Arts Centre or Shirley Burke Theatre, as the case may be.

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

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

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

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

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

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

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

3.2 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.

3.3 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 Venue, the Hirer or the Municipal District.

4. APPLICATIONS

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

Kingston Arts Centre	Theatre Style Seating Capacity (Max)	Kingston City Hall	Theatre Style Seating Capacity (Max)
Theatre Chamber	94 60	Grand Hall & Banquet Grand Hall Banquet Room	1,000 800 200
Shirley Burke Theatre Theatre (fixed seating) Foyer/Lounge Studio	167 80 20	Function Room A Function Room B Function Room A & B	50 70 120

4.2 Applications for hire of spaces at Kingston Arts Centre & Kingston City Hall can be made by telephoning (03) 9556-4435 and for Shirley Burke Theatre 9580-4998 between 9am and 5.00pm weekdays. Specific details such as size, resources, and capacity of any venue can be discussed with the Booking Coordinator at the time of the call.

4.3 **Inspection of venues is by appointment only.** To make an appointment phone the Booking Coordinator on 9556 4435 for Kingston City Hall & Arts Centre and for Shirley Burke Theatre 9556-4471.

4.4 Applications must be in the prescribed form and be lodged at the relevant venue.

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 Venue 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 has not been received within seven (**7**) days of the tentative booking, a Venue will be deemed not to have been booked and the tentative booking may be cancelled.

5.4 Advance Bookings

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

5.5 Power to refuse Bookings

Kingston Arts & Cultural Services Management and or the 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, Function Rooms A &/or B and Shirley Burke Theatre

- 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 Council 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 Council 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 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 Venue is required for Council functions, a Municipal, 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 Venue, 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) and any equipment and services must be paid in full at least twenty (**20**) working days before the Function date. If the balance of hire charges, damage bond, equipment and services are not paid, the booking will be deemed to be cancelled.

Unpaid accounts will result in cancellation of the booking/event as outlined in Condition 6.2.2.

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 Venue 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 Venue hired. (*Refer Clause 41*)

10. FREE ACCESS

Kingston Arts & Cultural Services Venues 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 Venue hired to conduct its event, and shall vacate same punctually at the time specified. The Council reserves the right to hire any other portion of the building for any other purpose or purposes at the same time.

12. REFUSAL TO HIRE

It shall be at the discretion of the Kingston Arts & Cultural Services Management to refuse to hire the Venues in any case; and notwithstanding that the Venues may have been hired or that these conditions may have been accepted and signed, and the hire fees and bond paid in full, the Kingston Arts & Cultural

Services Management shall have full power if deemed fit to cancel such hiring and direct the return of the hire fees 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 access and vacate 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 Venue is 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 Councils staff;
- (c) at standard rates for additional time of equipment hired;
- (d) over-time rates plus a penalty of 50% for Councils staff.

14 FOOD AND BEVERAGE

14.1 *Kingston City Hall, Arts Centre and Shirley Burke Theatre*

- 14.1.1 Hirers are strictly not permitted to operate their own Café/Kiosk in Kingston City Hall and Arts Centre at any time.
- 14.1.2 All hirers who require catering for their event may choose to utilise the services of Councils compliant caterers.
- 14.1.3 Hirers wishing to utilise these services for their event must advise the Booking Coordinator at the time of making a booking.
- 14.1.4 Charges for the supply of Food & Beverages and catering staff are in addition to the Venue Hire Fees & Charges.
- 14.1.5 Hirers wishing to utilise the services of their own registered caterer must advise the Booking Coordinator at the time of making a booking.
- 14.1.6 Hirers wishing to use a caterer for a canteen service and or a food truck must ensure their caterers provide all relevant paperwork as requested by the Booking Coordinator demonstrating that they have been approved by Council's Environmental Health Department before being able to come on-site and provide catering services for any event.
- 14.1.7 Hirers wishing to use a caterer for a full catering service must ensure their caterer provides the following documents (Certificate of Registration, Proof of Public Liability Insurance and Food Handling Certification) as proof of their ability to deliver catering services during the event at the venue.
- 14.1.8 Hirers who engage their own caterer for an event 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.
- 14.1.9 Where a caterer who has been engaged by a hirer for an event fails to leave the kitchen as required, outlined in Condition 14.1.8, the hirer will be liable for all costs to bring the kitchen to the required standard prior to the next usage and or day.
- 14.1.10 **The hirer will be 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.**
- 14.1.11 Where a caterer wishes to bring in additional catering equipment for use at an event the hirer must seek and be granted permission to do so by Arts & Cultural Services Management. All equipment must be safe to use, comply with regulatory requirements, have proof of regular servicing including testing and tagging of electrical equipment and be inspected and approved for use by Arts & Cultural Services Operations Coordinator prior to the function date and by the Event Supervisor on the day of the event.
- 14.1.12 **Kingston Arts Centre and Kingston City Hall are licensed venues and BYO of any type is strictly Not Permitted in these Venues. Hirers who wish to have alcohol at their events are obliged to use the venues services, conditions apply and enquires of what is required and may be provided at their events can be made at the time of making a booking.**
- 14.1.13 All functions where alcohol is to be served and consumed are to have licensed and registered crowd controllers in attendance; refer to Condition 25 for further details on what is required.

14.1.14 Where a Hirer wishes to conduct a public mixed age event and alcohol service is part of the event all patrons aged between 18 and 26 years of age will be wrist banded. All patrons over 26 years of age may be hand/wrist stamped and this would be at the discretion of the nominee or a designated officer in the absence of the nominee.

14.1.15 Where a Hirer wishes to conduct a private mixed age event and alcohol service is part of the event the wrist banding of all patrons aged between 18 and 26 years and the hand/wrist stamping of all patrons over 26 years of age will be at the discretion of the nominee or a designated officer in the absence of the nominee.

14.2 Cancellation of Catering Orders made via the compliant caterer (all cancellations must be given in writing)

14.2.1 Kingston Arts Centre, Kingston City Hall and Shirley Burke Theatre

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.

14.2.2 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 & Shirley Burke Theatre)

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 on 9556 4448 for details.

16. MUSICAL INSTRUMENTS

The hire and use of the Kingston Arts & Cultural Services Venues 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 Venue.*

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 Theatre Organ Society of Australia (Vic Division).

17. PROGRAMMES/PERFORMANCE/CONCERT

17.1 Performing Rights

17.1.1 In the case of a dramatic or other performance or concert in a Venue, 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 charged. Council will provide copyright cover to APRA for all other functions where music is performed and an entry fee is not charged.

17.2 Music

The music being played in a Venue, 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 and a ticketing agreement must be completed and returned at the time of making your booking. Enquiries about ticketing costs and policies can be made with the Booking Coordinator upon application for hire of a Venue.

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 Venues 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 minimum 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 Venues equipment must advise Kingston Arts & Cultural Services Operations Coordinator and the Booking Coordinator a minimum of twenty (20) working days **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 Any equipment bought into the venue must be tagged and tested. A **3-hour** technician call will be allocated and charged to the hirer to ensure that all equipment is suitable, tagged and tested.
- For Hirers choosing to use an external hire company to provide all equipment and technical support, a Risk Management plan will be required from the company. This plan must be supplied to Arts & Cultural Services Management no later than fourteen (**14**) working days prior to the event date.
- 20.7 Enquiries on all Technical Specifications can be discussed with the Booking Coordinator upon making a booking.

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 Venue without prior consent of Kingston Arts & Cultural Services Management.
- 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 Council. 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 twenty (20) 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 venue.
- 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 venue.

- 22.3 Hirers who already have public liability insurance for a minimum of \$20 million must arrange for the City of Kingston to be named as a Principal on their insurance and must provide a copy of the 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 \$20 million. (*Certain 'primary activities are excluded from this insurance. Contact the booking coordinator for further details.'*)
- 22.5 The hirer of a Venue 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 Venue.
- 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 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 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 Venue 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 compliant 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.
- 25.2 Hirers who conduct events that require security to be in attendance are required to utilise the services of Council approved and compliant security providers. Security for an event may be engaged through the Booking Coordinator.
- 25.3 Security Services guidelines are 2 guards for the first 100 guests and 1 guard for every 100 guests thereafter. Security guards are required to be in attendance at the Venue 1 hour prior to the time of public entry and until 1 hour after the vacate time of the event. The vacate time will be supplied by the Booking Coordinator.
- 25.4 In the event of any issues arising during the function/event that cannot be controlled by the Security Guards, the event will be shut down.
- 25.5 Arts and Cultural Services Management may, based on a Risk Assessment, 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.

- 25.6 The booking coordinator may at their discretion direct the hirers of events deemed necessary to complete a party safe registration and register their event with the Moorabbin Police station and provide proof of same no less than two weeks prior to the event.
- 25.7 If a hirer fails to adhere to Conditions 25.1, 25.2, 25.3, 25.5 or 25.6 an event may be cancelled by the Booking Coordinator and Condition 6.2.6 applies to such cancellation.

26. COUNCIL PROPERTY

- 26.1 The fittings and fixtures of a Venue, including but not limited to floors, walls, curtains, furniture or any other part of a Venue, 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 Venue or attached to or affixed to the walls, doors, or any other part of a Venue, without the prior consent of the Operations Coordinator or 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 Venue, 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 Venue, or any curtains, floors, fittings, furniture or equipment, is damaged to such an extent that it affects another Hirer's use of the Venue 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 Venue. 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 Arts & Cultural Services Management for the protection of floors used for dancing, other like areas and carpeted areas from stain or other damage. When a Venue is to be used for certain functions, Arts & Cultural Services Management may require the Hirer to protect the floor area with rugs or other suitable material.
- 27.2 Hirers, clients, patrons and guests are strictly **not permitted** to apply wax of any type to all areas of a Venue.
- 27.3 Hirers, clients, patrons and guests are not permitted to bring into a Venue, any ice or liquid in polythene or plastic bags, car fridges or any like containers.

28. SUB-LETTING

No portion of Venue hired shall be sub-let or any tenancy transferred or assigned in any way.

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/set up 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 a Venue without the consent of the Kingston Arts & Cultural Services Management. These shall be removed from the Venue by the termination of the hire period and if so not removed, the hirer shall pay such sum as Kingston Arts & Cultural Services Management may fix for each day or each portion of a day whilst such property remains in the Venue.

- 30.2 Streamers or like material must not be used in any way in a Venue. No decorations 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 decorations must be removed from the Venue by the Hirer at the conclusion of the Function.
- 30.3 **Confetti will not be permitted in a Venue 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 Venue 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 2004.

- 31.1 Hirers of the Venues referred to in these conditions are required to provide a COVID Safe Plan in accordance with the Department of Health guidelines and restrictions for the activities they intend on conducting. The plan must be submitted no later than three (3) weeks prior to the date of the event for review.
- 31.2 **Emergency Evacuation Procedures**
Hirers of Venues 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. Hirers must also ensure that their caterers, performers, suppliers and or any persons associated with their events keep noise levels to a minimum when loading in and out for the events at the goods lift area at the rear of Kingston City Hall and the loading areas of Shirley Burke Theatre.

33. SMOKING

Smoking is strictly **PROHIBITED** in all areas and within 10 metres of all entrances/exits of Kingston Arts Centre, Kingston City Hall and Shirley Burke Theatre. Where deemed necessary a designated smoking area may be assigned for a particular event.

34. GAMBLING

No game of chance at which either directly or indirectly money is passed as a prize shall take place in any area of a Venue, 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 Venues.

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 walkways, passages, corridors or any other part of the building. Any person causing an offence against such regulations shall be removed from the Venue.

37. OPEN FLAME LAMPS, FIREWORKS & PYROTECHNIC DEVICES

- 37.1 No open flame, kerosene or spirit type lamps shall be used in any part of the Kingston Arts & Cultural Services venues. Kingston Arts & Cultural Services Management will be the sole arbiter in this matter.
- 37.2 No fireworks, pyrotechnic devices or any like material are permitted in the Venues under any circumstance.

38. CONDUCT OF SALES

No hirer will be permitted to use any Kingston Arts & Cultural Services Venue 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 Venue or its precincts without the prior consent of Kingston Arts & Cultural Services Management.

Some signage, notices may require approval by Local Laws and is the responsibility of the Hirer to check any related laws governing signage/notices with City of Kingston Local Laws department.

40. ANIMALS

No animals shall be allowed in a Venue 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 or hearing-impaired persons.

41. CLEANING

41.1 The hirer shall leave the Venue 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 Event Supervisors, Service Officers, Cleaners, etc
Where specified, Kingston City Hall & Kingston Arts Centre venue hire fees include the services of one (1) Event Supervisor. Extra Event Supervisors and Service Officers may be required at the discretion of the Operations Coordinator whose decision is final. Any costs associated with extra Event Supervisors, Service Officers and Cleaners will be borne by the Hirer.

41.4 Event Supervisors/Services Officers/Cleaners are not responsible for cleaning or removal of any food waste or catering supplies brought into the venue.

42. EVENT WARDENS

42.1 For events held at Kingston City Hall, management requires that each event allocate a number of people to act as Wardens in the case of an emergency situation. The number of Wardens required for each event will be advised by Arts & Cultural Services Management and will be based on the level of risk associated with each event.

42.2 Kingston City Hall staff in attendance at events will act as the Chief Warden and instruct allocated Wardens if a situation arises.

42.3 Each person allocated as a Warden is required to run through an Induction prior to the event. This can be done as a group on the date of the booking prior to public entry.

42.4 Wardens must not participate in the event or consume alcohol.

42.5 Where events have been allocated Security services, these events will not require additional Wardens, on the provision that the Security acts as Wardens and are inducted accordingly.

43. VENUE INDUCTION

43.1 All Hirers will be required to run through an on-site venue induction upon arrival at the venue on the day of the event.

43.2 Inductions will be conducted by the Event Supervisor.

43.3 Technical inductions will be carried out by the duty technician for an event.

44. 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;
- (3) Hirers must provide a person/s to be inducted on the operation of the goods lift at Kingston City Hall.
- (4) Only the inducted person/s can operate the goods lift whilst loading in and loading out of goods.
- (5) via the loading area at the rear of Shirley Burke Theatre.

45. MANAGEMENT OF VENUES

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 Venues and functions/activities being conducted therein.

46. BREACHES

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

46.2 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 VENUE.

47. 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.

48. GOODS AND SERVICES TAX (GST)

All hire fees and other charges associated with the hire of Kingston Arts & Cultural Services Venues will be subject to GST.

49. CONDITIONS OF HIRE - VARIATIONS

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

50. PARKING

Please note, all Kingston City Hall and Arts Centre Parking areas are permit only areas. All hirers, persons associated with an event and patrons parking in the venue car park are required to display a valid temporary Kingston City Hall & Arts Centre Permit at all times during the course of an event. Hirers and/or their representatives are responsible for the collection of permits from the Event Supervisor working at the event and distributing them to their staff and patrons. Failure to comply may incur parking infringement notices.

Please note that Kingston City Hall & Arts Centre staff are not responsible for car park users who have not displayed valid parking permits, the issue of infringement notices and have no authority to withdraw any infringement notices.