



CONDITIONS OF HIRE

Kingston Arts Centre
Kingston City Hall
Shirley Burke Theatre

July 2026



Kingston Arts proudly acknowledges the Bunurong Boon wurrung Peoples of the Kulin Nation as the Traditional Owners and Custodians of this land. We pay our deep respects to their Elders, past and present, and honour their unbroken connections to this Country.

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.

‘Booking Deposit’ means the sum of money paid to Council in order to confirm the booking of a Facility.

‘Council’ means the City of Kingston.

‘Date of Booking’ means the date on which a Facility booking is made.

‘Event Supervisor’ means a Council staff member appointed as Event Supervisor at a Facility.

‘Facility’ means the Kingston City Hall, located at 985 Nepean Highway, Moorabbin; Kingston Arts Centre located at 979 Nepean Highway, Moorabbin; Shirley Burke Theatre located at 64 Parkers Rd Parkdale, or any room, rooms or part of the Facility, 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.

‘Kingston Arts’ means the department of Council which manages and delivers Functions in the Facility which is hired.

‘Municipal District’ means the Municipal District of the Kingston City Council.

‘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.

‘Venue Hire Officer’ means the representative of Kingston Arts or a person acting in that capacity.

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.
- 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 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. FACILITIES FOR HIRE

4.1 Spaces available for hire through Kingston Arts include:

Venue	Capacity (Max)
Kingston City Hall	**1200 in whole building
Grand Hall	Up to 740 pax seated theatre style, 320 pax at round tables
Banquet Room	Up to 200 pax seated theatre style
Function Rooms	Up to 120 pax
Kingston Arts Centre	** 200 pax in whole building
Blackbox Theatre - seating bank	92 pax fixed seated theatre style
Chamber	60 pax theatre/30-40 pax with tables/20 pax U-shaped
Shirley Burke Theatre	**200 pax whole building
Fixed seating	167 pax fixed theatre style seating
Foyer Lounge	80 pax standing/cocktail
Studio	20 pax standing

4.2 Applications for hire of spaces at a Facility can be made by telephoning Kingston Arts on (03) 9556-4440 between 9am and 5pm weekdays. Specific details such as size, resources, and capacity of any Facility can be discussed with the Venue Hire Officer at the time of the call.

4.3 **Inspection of a Facility is by appointment only.** To make an appointment contact the Venue Hire Officer on 03 9556 4440 or venue.hire@kingston.vic.gov.au

4.4 Applications must be in the prescribed form and be lodged with the Venue Hire Officer.

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 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 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 and signed Application Form
- (b) Signed Estimate of Costs
- (c) Signed Venue Hire Agreement
- (b) A deposit (If applicable)
- (c) Bond payment (if applicable)
- (d) Within seven **(7)** days of the tentative booking being made.

5.3 Bookings not Confirmed

If venue booking documents 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 can be made no more than nine (9) months in advance of a Function Date.

5.5 Power to refuse Bookings

Kingston Arts and/or Council may, in their absolute discretion, refuse to accept a booking. It shall be at the discretion of Kingston Arts to refuse to let the Facility 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 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

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:

A Cancellation Fee applies in the event of a cancellation by the hirer as per the below schedule.

- 60 days to hire date – booking deposit (if paid) not refunded
- 30 – 60 days to hire date – 50% of hiring fee payable
- 29 days or less to hire date – 100% of hiring fee payable

These terms are applicable for all Kingston Arts facilities.

***** If a Hirer proposes to change a Function Date, such change must be notified in writing. If this is not received, a booking will be deemed to be a cancellation and conditions will apply.***

6.2 By Council

- 6.2.1** As provided in Clause 5.3, Kingston Arts may cancel a tentative booking for which the required deposit has not been paid.
- 6.2.2** As provided in Clause 8, Kingston Arts may cancel a booking where certain payments of the kind described in that Clause are not made.
- 6.2.3** Kingston Arts 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 may cancel any booking if a Facility is required for Council functions, a municipal election or a State or Federal election.
- 6.2.5** Council may, by resolution, cancel a booking for any reason whatsoever.
- 6.2.6** If a booking is cancelled under Clause 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 Clause 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. DEPOSIT & BOND

BOOKING DEPOSIT:

- 7.1** A Booking Deposit may be required to secure a booking. The Booking Deposit amount may be 20-50% (depending on risk profile) or the venue hire component of the estimate of costs.
- 7.2** For events booked over 4 weeks out from event day, a Booking Deposit is required to put a date on hold.
- 7.3 Booking Deposit amounts:**
 - 7.3.1** Booking Deposit amount will be advised on application
 - 7.3.2** Booking Deposit is GST free.
 - 7.3.3** Booking Deposit is deducted from venue costs post event.

BOND:

- 7.3** In addition to hire charges, a bond for guarantee against building damage is sometimes required. The amount of the bond is subject to the type of Function and assessment on application.
- 7.4** 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.
- 7.5** For late bookings and events booked 4 weeks prior to event day, full payment of of hiring fee including GST is required.

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 Clause 6.2.2.

9. FURTHER PAYMENT

The Hirer must, upon demand by Kingston Arts, 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 40*)

10. FREE ACCESS

Kingston Arts staff and other authorised Council officers, officials or attendants, shall at all times, notwithstanding any hirings, be entitled to free access to any and every part of the Facility.

11. LIMIT OF HIRING

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

12. RISK ASSESSMENTS

All Hirers are subject to undertake a risk assessment of their event. A template will be provided for the Hirer to complete and return and await approval from the relevant Kingston Arts Production & Operations team. This risk assessment includes but is not limited to those outlined in clauses 19.6, 21.4, 24.5, 24.6 or 41.4.

13. OBSERVANCE OF HIRE TIMES

The Hirer is to observe the Access Time and Vacate Time 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 Facility is not vacated by the Vacate 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** BYO food, liquor and other beverages are strictly not permitted in any Facility.
- 14.2** Charges for the supply of Food & Beverages and catering staff are in addition to the Venue Hire Fees & Charges.
- 14.3** Hirers wishing to utilise the services of their own registered caterer must advise the Venue Hire Officer at the time of making a booking.
- 14.4** Only registered caterers that provide relevant documentation as proof of their ability to provide catering services will be able to service events at the facilities. A valid Food Act 1984 (the Act) registration certificate will be required as proof of ability to serve food within the facility.
- 14.5** 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 Kingston Arts. 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 staff at Kingston Arts prior to the Function Date, and by the Event Supervisor on the day of the event.
- 14.6** Caterers must provide all relevant paperwork as requested by the Venue Hire Officer. This paperwork will be forwarded to Council's Health Department for approval prior to a caterer being able to come on-site and provide catering services for any booked event.
- 14.7** In the case that caterers provide liquor, they must also provide relevant proof of required liquor licensing. This paperwork must be sourced directly from Liquor Licensing Victoria and provided to the Venue Hire Officer no later than **two (2)** months prior to the event.
- 14.8** 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.
 - 14.8.1** Where a caterer who has been engaged by a hirer for a Function fails to leave the kitchen as required, outlined in Clause 14.8, the Hirer will be liable for all costs to bring the kitchen to the required standard prior to the next usage and or day.

- 14.9** 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 bought up to the required standard before the next usage and or day.

15. MUSICAL INSTRUMENTS

The hire and use of the Kingston Arts equipment is subject to special conditions. Please contact the Venue Hire Officer for details.

- 15.1** In this Clause “Musical Instruments” means the Wurlitzer Pipe Organ (Kingston City Hall), Grand Pianos (Kingston City Hall & Kingston Arts Centre) and upright pianos at any Facility.
- 15.2** The hirer will be liable for any damage to musical equipment arising from or sustained during the hire.
- 15.3** Hirers/players of the Wurlitzer Organ must be approved by The Theatre Organ Society of Australia (Vic Division).

16. PROGRAMMES/PERFORMANCE/CONCERT

16.1 Performing Rights

- 16.1.1** 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.
- 16.1.2** 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.

16.2 Music

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

16.3 Photography

The Hirer may arrange for a photographer of their 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.

16.4 Merchandise Fees

The Hirer may arrange to have a merchandise table at their Function. This must be organised at the time of booking, otherwise no provision will be available on the day of the Function. The Facility will supply a covered table and chair. The Hirer must provide salesperson, Point of Sale device and/or cash float. Kingston Arts will retain 12.5% of all sales.

17. TICKETING

- 17.1** All ticketed events will be required to utilise Kingston Arts ticketing service. Enquiries can be made with the Venue Hire Officer upon application for hire of a Facility for ticketing costs and policies.

18. HOUSE SEATS

On all ticketed events Kingston Arts will retain and/or be entitled to four (4) seats free of charge.

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

- 19.1** Each Facility has a range of audio-visual equipment available for use. Please confirm requirements, availability and fees with Venue Hire Officer at time of booking.
- 19.2** Hirers requiring Kingston Arts electronic and technical equipment will be required to engage a Kingston Arts Technician to operate the equipment if deemed necessary. Kingston Arts 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.
- 19.3** Hirers wishing to use their own technical equipment and/or inter-phase their technical equipment with Kingston Arts equipment, must advise Kingston Arts Production Coordinator PRIOR to the hire period. A Kingston Arts Technician must be engaged where hirers wish to inter-phase their equipment with Kingston Arts venues equipment.
- 19.4** All technical labour, should it be required, will be charged on a minimum **3-hour** call out rate.
- 19.5** All sound, lighting or other electrical devices and mechanical equipment (other than Kingston Arts venues equipment) must be submitted for inspection, and be approved by, Kingston Arts Production Coordinator or Theatre Technician prior to the commencement of set-up.
- 19.6** Any equipment bought into the Facility 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 Kingston Arts no later than fourteen **(14)** working days prior to the Function Date.
- 19.7** For all Technical Specifications, please discuss with the Venue Hire Officer.

20. FLOORPLANS

All events are provided a floorplan for the layout of the event. Changes may be made until seven (7) days prior to the event date, after which no changes can be accommodated. Noting that no changes can be made to events with allocated seating, once on sale.

21. INSURANCE AND LIABILITY

- 21.1** 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 Facility.
- 21.2** Public Liability Insurance policy will provide the Hirer 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.
- 21.3** 'Not-for-profit' community groups based in and serving residents of the City of Kingston may be entitled to Public Liability Insurance 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 Venue Hire Officer for further details.)*
- 21.4** The Hirer of a Facility 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.
- 21.5** 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.
- 21.6 Artwork Insurance**
Council does not provide cover for damage to or theft of Art works. Kingston Arts strongly recommends that people/organisations wishing to exhibit items take out separate insurance cover.

22. 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.

23. GOOD ORDER

- 23.1** 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.

- 23.2** 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.

24. SECURITY

- 24.1** The Venue Hire Officer will advise the Hirer of the number of registered and licensed crowd controllers required for their Function. If deemed necessary, the Venue Hire Officer will engage the services of Kingston Arts security personnel for 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 their event.
- 24.2** Security Services guidelines are two (2) guards for the first 100 guests and one (1) guard for every 100 guests thereafter. Security guards are required to be in attendance at the Facility one (1) hour prior to the time of public entry and until one (1) hour after the public vacates the Function. The public vacate time will be determined by the Venue Hire Officer.
- 24.3** If a security company is engaged for the Function by the Hirer, personnel will report directly to the Event Supervisor, who will provide all security personnel with an induction. Security staff are required to maintain communication with the Event Supervisor throughout the duration of the Function. Failure to follow directions will be deemed to be a breach of these Conditions of Hire.
- 24.4** In the event of any issues arising during the Function that cannot be controlled by security, the Function will be shut down.
- 24.5** The Venue Hire Officer, based on a Risk Assessment, may direct the Hirer to ensure the attendance of additional security, Police, Fire Brigade, Metro or St John's Ambulance, depending on the nature of the Function. The Hirer will be responsible for all costs associated with such attendance.
- 24.6** All events where alcohol is to be served and consumed and underage events, must complete a risk assessment issued by Kingston Arts. Council can direct hirers to register their event based on the risk profile and nature of the event.
- 24.7** If a Hirer fails to adhere to Clauses 24.1, 24.2, 24.3, 24.5 or 24.6 an event may be cancelled by the Venue Hire Officer and Clause 6.2.6 applies to such cancellation.

25. DAMAGE & COUNCIL PROPERTY

- 25.1** 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 .
- 25.2** 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.

- 25.3** 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 Venue Hire Officer.
- 25.4** 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.
- 25.5** Any Council property which is deemed by Kingston Arts to be damaged beyond reasonable repair must be replaced by the Hirer.
- 25.6** 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.
- 25.7** 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 venue by keeping noise to a minimum and by not leaving any rubbish in the vicinity.

26. PROTECTION OF FLOORS

- 26.1** Hirers shall carry out such directions as may be issued by the Venue Hire Officer, Production Manager or other authorised person 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 Venue Hire Officer may require the Hirer to protect the floor area with rugs or other suitable material.
- 26.2** 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.

27. 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.

28. SEATING

- 28.1** 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.
- 28.2** Final seating arrangements for any Function must be submitted to Kingston Arts at least seven **(7)** working days prior to the Function Date.
- 28.3** The Hirer under strict supervision of the Kingston Arts representatives may vary the arrangement of seats and table settings provided that they are arranged in conformity with the Facility's Emergency Management Plan.

29. DECORATIONS, STAGE FITTINGS

- 29.1** 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. These shall be removed from the Facility by the Vacate Time and if so not removed, the Hirer shall pay such sum Kingston Arts may fix for each day or each portion of a day whilst such property remains in the Facility. 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 Facility by **9am** the following day.

- 29.2** 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. All streamers or paper decorations must be removed from a Facility by the Hirer by the Vacate Time.
- 29.3** Confetti, rice, glitter and balloons will not be permitted in the Facility under any circumstances.
- 29.4** Hirers are required to inform and seek approval from Kingston Arts for use of Smoke/Fog machines at their events.

30. 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 2004.

- 30.1** 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 and undertake induction as outlined in Clause 41.

31. NOISE LEVELS

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

32. SMOKING AND VAPING

Smoking and vaping is strictly **prohibited** within all areas of a Facility and within 10 metres of all entrances.

33. 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.

34. SPRUICKING

Calling out or spruiking in relation to any entertainment or engagement will not be permitted inside or outside a Facility.

35. 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 Facility.

36. OPEN FLAME LAMPS, FIREWORKS & PYROTECHNIC DEVICES

- 36.1** No open flame, kerosene or spirit type lamps shall be used in any part of a Facility.
- 36.2** No fireworks, pyrotechnic devices or any like material is permitted in the Facility under any circumstances.

37. CONDUCT OF SALES

No hirer will be permitted to use the 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.

38. ADVERTISING NOTICES

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

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

39. ANIMALS

No animals shall be allowed in a Facility without the written consent of Kingston Arts, who may impose conditions deemed appropriate. This Clause does not apply to guide dogs under the control of visually or hearing-impaired persons.

40. CLEANING

- 40.1** The Hirer shall leave the Facility 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.
- 40.2** If the Hirer fails to comply, Kingston Arts 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.
- 40.3** Event Supervisors/Attendants/Cleaners are not responsible for cleaning or removal of any food waste, beverage containers or catering supplies brought into the venue.

41. EMERGENCY MANAGEMENT

Kingston Arts staff will act as the Chief Warden and Wardens in the event of an emergency or incident. Hirers, their staff and attendees must follow the instructions of the Facility's wardens in all instances.

HIRER WARDENS

- 41.1** The Hirer will be required to nominate additional wardens, called Hirer Wardens, to assist Kingston Arts staff in the following circumstances:

- 41.1.2** If a Function has a large number of performers, for example but not limited to, schools. The role of a Hirer Warden in this scenario is restricted to

directing the performers and their attendants and includes first aid/medical response and assisting in the safe evacuation of the performers and their attendants from the Facility as directed by Kingston Arts staff.

41.1.3 Approved community theatre groups hiring Shirley Burke Theatre.

41.2 Hirer Wardens are required to run through an induction prior to the Function commencing.

41.3 Hirer Wardens must not directly participate in the event or consume alcohol.

41.4 The number of Hirer Wardens required for the Function will be advised by Kingston Arts and will be based on the level of risk assessed for the event.

42. VENUE INDUCTION

42.1 All Hirers are required to complete a pre-induction prior to arrival at the Facility and ensure that the induction paperwork is shared with other key members of their staff working at the Function.

42.2 A brief onsite induction will be conducted on the day of the Function by the Event Supervisor.

43. LOADING/UNLOADING

All deliveries for a Function shall occur:

4.3.1 via the loading dock located on the south side of the Kingston Arts Centre.

4.3.2 via the goods lift at the rear of Kingston City Hall.

4.3.3 Only authorised Council staff are permitted to operate the Kingston City Hall goods lift.

44. MANAGEMENT OF FACILITIES

The Hirer and person under her/his direction shall forthwith obey all directions or orders given by the Kingston Arts or their representatives as to the management of the Facility and Functions being conducted therein.

45. BREACHES

45.1 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 Event Supervisor, persons authorised to act for Kingston Arts or Council, crowd controllers or security staff. If so required, the Event Supervisor or other representative of Kingston Arts may direct the Hirer or security staff to expel from a Facility any person in breach of these Conditions of Hire.

45.2 Any deviation from these Conditions of Hire may result in the forfeiture of the bond, as well as extra charges and/or fines or expulsion from the Facility.

46. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these Conditions of Hire, or of any matter or thing contained therein, the decision of Kingston Arts, or other authorised delegate shall be final and conclusive.

47. GOODS AND SERVICES TAX (GST)

All fees and charges are subject to GST, which is included on all estimates, invoices and financial information.

48. CONDITIONS OF HIRE - VARIATIONS

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

49. PARKING

Parking is available under the Kingston City Hall building, in the service lane in front of the building and in surrounding side streets. The Kingston City Hall car park is not monitored for parking restrictions on event days, but patrons are responsible for their own vehicles and obeying parking instructions in surrounding areas.

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.

50. CHILD SAFETY

All children visiting or engaging with Kingston Arts venues have a right to feel and be safe, respected, valued and protected from harm. Kingston Arts is strongly committed to the safety and well-being of all children within our venues, and we create and maintain a child safe environment. The welfare of children is a top priority, and we have zero tolerance for child abuse.

Kingston Arts will take all necessary steps to prevent and protect children from physical, sexual, emotional, psychological, and cultural abuse and neglect. This includes protecting children from other children and visitors. Any hirers and associated staff, crew, sub-contractors and audience are also expected to adhere to these child-safety standards.

51. TICKETING AND ENTRY TERMS AND CONDITIONS

Hirers, their staff and attendees are bound by Kingston Arts Terms and Conditions of Entry and Ticketing. Hirers acknowledge that any breach of these terms and conditions may result in those in breach being removed from the Facility with no refund of their ticket.