

# CONDITIONS OF HIRE AND USE

## Williamstown Town Hall



The following conditions of hire and use apply to the Williamstown Town Hall including the ballroom, supper room, commercial kitchen and foyers. These conditions of hire and use are subject to change, any changes will be communicated and the most recently published version at the time of your event will apply. This agreement is subject to the laws of the State of Victoria.

### 1. APPLICATIONS FOR HIRE

Applications for use of the facilities at the Williamstown Town Hall must be made to Council on the form supplied. The completed form must state the purpose of use and hours required. This form must be signed by the applicant, and by signing, the applicant acknowledges intention to comply with all conditions of hire and use.

Where an application is made on behalf of an organisation or body of persons, the applicant is required to state the name of the organisation and the authority given to the person making the application.

Tentative bookings will be held for a maximum of ten (10) business days, without obligation, after which time the hirer must confirm their intention to proceed with the booking. If the hirer has not done so, Council reserves the right to cancel the booking unless alternate written arrangements are agreed upon.

Applications for permanent bookings may be submitted. This must be discussed in detail prior. Council reserves the right to withdraw bookings, with at least 30 days' notice given to the hirer.

In the case of a permanent booking, conditions relating to deposits may not apply, however the hirer will make arrangements with Council for advance payment of hire charges. Under the conditions of permanent hire, where a deposit for each hire is not held, the hirer agrees to accept the financial conditions applicable to cancellation of bookings set out below.

In any case, Council has the authority to refuse use of the facility. Notwithstanding that Council may have agreed to the use of the facility, or that these conditions may have been accepted and any bond paid. In circumstances deemed necessary, and at its discretion, Council has authority to cancel such uses and direct the return of any fees and bond paid. The hirer hereby agrees to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

### 2. DEPOSITS, BONDS AND PAYMENTS

A deposit must be paid within 14 days of the deposit invoice date. When payment has been received, your booking is confirmed. If no deposit has been paid within the 14 day time frame, the venue may be booked by another hirer. A standard deposit is \$110 per hire day, subject to change at the discretion of the Venues Unit. Council reserves the right to cancel a booking without notice if payment is not received within the stated timeframe.

The booking deposit will be credited against hiring charges. The balance of hiring charges must be paid at least 14 days prior to the event date. Where payment is not made within 14 days, the booking will be considered as cancelled by the hirer. Late bookings (made within 14 days of the event start date) must be paid in full at the

time of booking and may attract a surcharge based on resources required.

The bond, as listed in the fee schedule, must be paid at least 14 days before the event. This bond is to cover any potential damage, extra charges or additional cleaning of the facility, including the kitchens. The hirer is liable for any costs exceeding the bond.

Provided there is no breach to the conditions of hire and use the bond will be refunded.

Charges are in accordance with the schedule approved by Council. A minor CPI adjustment relative to each financial year may result in increased charges. Please discuss this with the designated Council Officer.

Alterations to confirmed booking dates may result in forfeiture of the deposit applying to that date. If, in the opinion of Council, the facility has not suffered the loss of an alternative booking, the deposit may then be transferred to a new booking date.

A request for a change to a booking time or date must be conveyed to the designated Council officer no less than 14 days before the date of booking. A request for changes will be honoured only where possible. Where a reduction in booking time is requested, fees will only be reduced accordingly if at least 14 days' notice is given. If sufficient notice is not given, the original booking time/day fees will apply.

### 3. CANCELLATION OF BOOKINGS

#### *By the Hirer*

No charges will be incurred where the hirer withdraws the booking more than 90 days prior to the event. If the booking is withdrawn in less than 90 days prior to the booking, the sum total of the deposit shall be retained by Council. In cases where the booking is cancelled within fourteen (14) days of the event, the hirer is liable for the full venue hire fee.

#### *By Council*

Council reserves the right to cancel without notice any booking for which the required deposit has not been paid.

In the event that the facility cannot be made available to the hirer on the booked date(s) by reason beyond Council's control, Council will not be liable for any loss, damage or injury suffered by the hirer as a result of the facility being unavailable. All deposits and hire fees will be fully refunded.

### 4. LIMIT OF HIRING

The hirer shall be entitled to make use of such portions of the facility for the purpose of staging its event as discussed and approved during the booking process, including the stage, dressing rooms, supper room and ballroom. Council reserves the right to hire any other part of the facility at the same time.

### 5. VENUE SUITABILITY

Williamstown Town Hall is a historic building suited for events and bookings that support the social, community and cultural life of the city. Due to the nature and setting of the building, some types of bookings are not supported.



These include:

- Gambling, no games of chance at which money is passed either directly or indirectly as a prize. Raffles must have gained appropriate permits in order to be an approved activity in a Council venue.
- Parties and informal private celebrations, including, but not limited to, schoolies, 18th and 21st birthday parties, hen's nights and buck's nights.
- New Year's Eve bookings.
- Combat sports including, but are not limited to, boxing, kickboxing, mixed martial arts (MMA) and Muay Thai.

## 6. SUB-LETTING AND HIRER ATTENDANCE

The hirer is not permitted to sublet or transfer tenancy of any part of the facility, with the exception of expos, markets and trading fairs.

The hirer must remain contactable for the duration of their booking. A secondary person in charge should be nominated prior to the commencement of your booking who can act in your place if you are away from the venue during your booking.

Either the hirer or person in charge will remain on site for the duration of the booking.

## 7. OBSERVANCE OF LAWS

The hirer will conform to the requirements of all relevant Acts including, but not limited to, The *Child Wellbeing and Safety Act* (2005) (Vic), The *Public Health and Wellbeing Act* (2008), *Local Government Act* (1993), *Liquor Control Act* (1998), *Tobacco Act* (1987) and all relevant Local Laws or Regulations made there under, and will be liable for any breach of any such Acts, Local Laws, Rules or Regulations.

The hirer will comply with all other Acts or statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force and will give all required notice to the proper officers.

The hirer will not knowingly infringe any copyright and Council reserves the right to prohibit any performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

The event organiser must comply with all Child Safe Standards made under section 17(1) of the *Child Wellbeing and Safety Act* 2005 (Vic). A child safe organisation is one that meets the child safe standards by proactively taking measures to protect children from abuse. Visit <http://www.dhs.vic.gov.au/about-the-department/documents-and-resources/policies.-guidelines-and-legislation/child-safe-standards-resources> for more information.

## 8. GOOD ORDER

The hirer is responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and surrounds throughout the duration of the hire. The hirer will observe all directions and instructions given by any authorised Council Officer.

Any person exhibiting unruly behaviours, as determined by council staff, or committing a breach of the Conditions of Hire and Use is liable to be expelled from the venue even though they may have paid for admission.

## 9. PARTY SAFE REGISTRATION

Hirers organising social events or events where alcohol will be provided must register their event with the Victorian Police Partysafe scheme. Registration forms can be obtained from the designated Council Officer or from [www.police.vic.gov.au](http://www.police.vic.gov.au) or by contacting your local police station. Also please note the clause relating to service of alcohol and licensing.

## 10. SECURITY AND POLICE ATTENDANCE

Council has the right to arrange police or security staff attendance at any function held at the facility, including supervision of carpark and precinct. The hirer will be responsible for any costs involved.

The designated Council Officer will notify the hirer when security is deemed necessary.

## 11. RIGHT OF ENTRY

Council authorised staff may enter and inspect the venue or any part of it at any time. The hirer must not obstruct them or any member of the police force, fire brigade, ambulance or any other emergency services.

Council reserves the right to conduct hirer site visits while events are in progress and will take due consideration to minimise impact on the hirer.

## 12. PROPERTY AND CLEANLINESS

Williamstown Town Hall is a building of historical significance. To protect the heritage of the building it is prohibited to pierce any part of it with screws, staples or nails. Hirers are prohibited from using blue tack, tape and glue on any part of the facility.

Confetti, rice or similar items are not to be used in the facility or any areas surrounding the facility. As an environmental consideration, the use of balloons is not permitted in the facility. As the venue transitions to no single use plastics, these should be avoided where possible. If you are unsure, discuss with the designated Council Officer.

Hirers are prohibited from erecting notices, signs, advertisements, scenery fittings or decoration of any kind to any part of the buildings, equipment, furnishings and fittings without prior written approval from the authorised Council Officer.

The venue must be left neat and tidy at the end of the hire period. Any spills should be cleaned immediately by the hirer or their crew. All bottles, packaging, signage should be disposed into the appropriate bins. General waste and recycling bins within the facility must be emptied into the outside bins and relined with the provided liners throughout your hire period.

In the case of damage incurred during a hire period, the hirer is liable for any repair costs to any part of the building, its fixtures and fittings, and/or the replacement of any items, fittings or furnishings damaged beyond reasonable repair. In the event of any consequent cancellations suffered as a result of damage by the hirer to the facility, the hirer may be liable for costs incurred by Council.

## 13. PROTECTION OF FLOORS

Hirers will carry out such directions as issued by the authorised Council Officer for the protection of floors.

When transporting liquid goods or ice, hirers must ensure these are enclosed in a leak proof container.

Freestanding rigging or staging must be constructed with adequate protection of the floor.

In the event of 'marking up' the stage, only low tack tape, can be used. If you need to mark up the floor please discuss while making your booking and consult Council staff on the day of your event.

The ballroom floor finish can be scuffed, scratched or damaged in many ways, including heat, moving equipment or furniture, or by affixing items to the floor. The floor may also be stained by food. Care should be taken and any spills cleaned by the hirer's crew promptly. The hirer will be liable for the cost of any repair or additional cleaning of flooring or finishes arising from the event. Such work will be conducted in accordance with Council's heritage management policies and procedures.

## 14. ADVERTISING AND NOTICES

Signs, notices and advertising boards are not to be displayed in or around the facility or its precincts without prior written consent.

Council retains the right to promote any event held in a facility by any means it sees fit, subject to all costs of such promotion being the responsibility of Council.

## 15. THEFT OR LOSSES

Personal property is the responsibility of the hirer. Council is not liable for any loss or damage sustained by the hirer, contractors or suppliers.

## 16. INSURANCE AND INDEMNITY

The hirer will not do, neglect or permit to be done or left undone, anything which will affect Council's insurance policy or policies relative to fire or public risk in connection with the building.

While Council premises are covered by Council's public risk insurance policy, hirers are responsible for their own public liability insurance. A minimum cover of \$20,000,000.00 is required for all functions.

A copy of the certificate of currency must be provided to the designated Council Officer. Failure to do so may result in cancellation of the booking. Temporary insurance may be available via Council at a minor cost, please discuss this with the officer.

The hirer agrees to indemnify and keep indemnified Council, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of or in any way related to the granting of this license and/or the use of the premises.

The hirer's liability to indemnify Council, its servants and agents shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss or liability.

All accidents and/or incidents, which may result in a claim being made under the insurance policy, must be reported to Hobsons Bay City Council within 2 days of the incident.

## 17. SEATING

The seating capacity of any hire spaces must not exceed the number set out on the standard plans unless otherwise approved. Seating arrangements for any event must be supplied to the designated Council Officer no later than seven days prior to the event being held. Failure to observe this condition may involve additional staffing costs.

## 18. OBSTRUCTIONS

It is the hirer's responsibility to ensure that there is no overcrowding, and/or obstruction of exits, passages, corridors or any part of the building. Non-compliance with directives regarding overcrowding, obstructions or insufficient egress will result in immediate termination of your event.

## 19. SMOKING

Smoking and electronic cigarettes are not permitted in any part of Council owned facilities. Smoking is prohibited, under the *Tobacco Act 1987*, within four metres of an entrance to Victorian Government buildings.

The use of herbal prop cigarettes may be approved for film shoots and performances at the discretion of Council.

## 20. COMPANION CARD

As part of Council's commitment to improving participation for all community members, it is a condition of venue hire that all events operating from this facility accept the Companion Card.

You may also consider independently affiliating your event with the Companion Card Program. For more information on the Companion Card, visit [www.companioncard.org.au](http://www.companioncard.org.au).

## 21. ANIMALS

With the exception of guide dogs and companion dogs, animals are not permitted into the building without written consent.

## 22. HALL KEEPERS

Hall keepers will be in attendance at all events. The hire fee includes the provision of minimum staffing only. Council has the right to provide additional staffing as deemed necessary. This will be paid for by the hirer. The decision as to the provision of staff levels for any event is at the discretion of Council.

## 23. SUPPORT STAFF

The hirer must organise and pay for the services of all front of house and box office attendants, ushers and hospitality personnel. Council can provide a list of preferred suppliers of these services.

## 24. TECHNICAL STAFF

Council will book technicians through the preferred suppliers for lighting, audio and visual support for your event. Final booking times will be determined by the designated Council officer. Cancellation fees apply.

Where a hirer wishes to engage an external contractor, a venue technician will be provided to oversee and support your event at your cost. Lighting and audio equipment must be returned to the standard setting including patching, focussing of all lights and audio.

## 25. OPEN FLAMES AND SMOKE MACHINES

Open flames are not permitted in any part of the facility. No candles are permitted as decorations anywhere in the venue, including when used in table settings. No incense, oil burners or similar are to be brought into the facility.

Smoke machines, hazers, ceremonial flame and other visual effects machines may be approved for use during film shoots, theatrical performances and weddings at the discretion of Council. Such machines must not be used without prior written approval. Use of visual effects is subject to higher staffing levels, for which the hirer bears costs. The hirer is responsible for any damage or emergency response call-out fees.

## 26. NOISE

The hirer is responsible for ensuring that all noise levels in and around the facility are within EPA maximum limits and maintained at an acceptable level. The hirer is responsible for controlling noise and behaviour in and around the facility. The hirer must comply with directives to lower sound level. Council reserves the right to control sound levels at any event.

Williamstown Town Hall is situated within a residential neighbourhood. Please consider our neighbours when entering and leaving the building late at night.

As the Town Hall is a multi-use venue, extra care should be taken during planning to minimise impacts on other users of the space during weekday business hours.

## 27. RIGGING

The over stage and front of house lighting bars are the only flown structures in the venue. None of the lighting bars are appropriate for rigging to facilitate the flying of people.

There are no rigging points from the ceiling and due to the heritage nature of the building, no access is possible to the gantry through the ceiling.

## 28. EQUIPMENT

The rights hereby given will extend only to the use of the facility as presently equipped. No alteration or additions to the equipment installed will be made without prior consent. Any work affecting the electric plant and/or electric fittings of the facility will be undertaken by a staff member.

Some equipment is provided in each of the hire spaces, considered to meet basic needs. Additional equipment can be hired at a cost to the hirer.

A full list of any additional staging, lighting or other technical equipment being brought into the venue must be provided and approved in writing by the designated officer prior to your event. In such instances, the hirer will engage and pay for the services of a qualified technician. It is a requirement of Council that all electrical equipment brought into the venue is in good operational condition and displays current testing tags.

No stage, property, electrical installation, appliance or decorating materials or articles of any kind will be brought into the building without prior consent.

## 29. PROGRAM

Council reserves the right to request the subject and program of all events taking place in the venue.

## 30. PERFORMING RIGHTS

In the case of a dramatic or other performance or a concert, the hirer is responsible for gaining all rights associated with the event. It is illegal to 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. The hirer hereby indemnifies Council against any claim for breach of copyright.

## 31. ALCOHOL

Williamstown Town Hall is not a licensed venue. It is the responsibility of the hirer to obtain all necessary permits and licences in relation to the serving of alcohol including bar service. Evidence of this must be provided to the designated Council Officer at least seven days prior to the event. Council reserves the right to prohibit the introduction of alcohol into the facility, or suspend the sale or consumption of alcohol at any time.

Where alcohol is served on the premises, the hirer should observe their obligations pertaining to the Responsible Service of Alcohol (RSA). All serving staff must have RSA certification. Evidence of this must be provided to the designated Council Officer at least seven days prior to the event.

In accordance with the principles of responsible service of alcohol, only beer, wine and mixed spirits are to be served at tables. Under no circumstances are BYO unmixed spirits permitted in the venue. Opened alcohol must not be taken off the premises. Alcohol must not be consumed on the dance floor.

## 32. CATERING AND FOOD

A hirer may engage a caterer of their choice to provide catering services, providing:

- The required kitchen is available.
- The hirer's caterer meets all regulations and conditions relating to the use of the commercial kitchen where applicable.
- Permission has been granted.

Council can provide a list of preferred caterers. In the event that the hirer arranges a catering company outside of this list, the hirer is responsible for ensuring that the kitchen and all the equipment is left in a clean and tidy condition, and that all rubbish and putrescible waste is immediately removed from the facility. Additional charges may apply for kitchen or front of house cleaning costs.

Meals must only be available for consumption seated at tables. Meals cannot be taken into the ballroom for theatre style shows.

Dry snacks, whether pre-packaged cold or warm, can be consumed in a seated theatre style setup. Examples of permissible snacks include crisps, nuts, prawn crackers, arare, chicharon, jerky, biscuits, chocolates, mithai, sandwiches, sushi, pasties, and samosas.

Where the supper room is used as a dining hall for theatre-style events held in the ballroom, security engaged by the venue must be present to ensure meals are not taken into ballroom.

No food should be served in single-use plastic takeaway containers, hirers that do so will forfeit their bond with any other outstanding costs billed separately.

## 33. PHOTOGRAPHY

Photography is permitted within the facility for private use only. Ticketed events must clearly notify attendees that photos will be taken. The hirer must seek permission from Council for commercial use of any photos or videos.

## 34. PRESENTATION STANDARDS

Council may require the hirer to remove any material (including cartons, boxes, advertisements, handwritten signs and display materials) which is detrimental to the venue's presentation standards. The hirer must immediately comply with any such request.

## 35. EVENT TIMES

The following conditions apply:

- Events may open to the public at 8.00am on weekdays
- Events may open to the public at 9.00am on weekends and public holidays
- Event attendees must be clear of the venue by 12.00am Sunday to Thursday (event finish 11.30pm)
- Event attendees must be clear of the venue by 12.30am Friday, Saturday and Public Holiday eve (event finish 12.00am)

**NB:** Your event, including music and bar service must finish at least 30 minutes prior to the specified close of building times (listed above) to ensure patrons have adequate time to exit the building. Use of the facility beyond event booking time will incur additional costs.

## 36. DELIVERIES, STORAGE AND REMOVAL

It is the hirer's responsibility to remove all staging, equipment and goods prior to conclusion of the booking period. If the venue is not vacated, including removal of all goods in the care of the hirer, within the agreed times, the hirer will forfeit their bond and may be charged at an hourly hire rate for the area hired until collection. In addition, consideration will be given to withholding of the venue bond. Any goods left without prior written agreement may be discarded the following business day.

Williamstown Town Hall does not have storage facilities and no spaces other than event spaces booked by the hirer during the agreed event date/s and times may be used.

Council will not accept any responsibility for damage or loss of goods left on the premises prior to, during, or after the event.

## 37. EMERGENCY PROCEDURE

Hirers must acquaint themselves with the location of fire extinguishers and the position of emergency exits in the building. In the event of an emergency evacuation, hirers must follow the directions of authorised staff and fire wardens.

In the event of a fire or security alarm sounding, the hirer and their party must vacate the building immediately. Hirers who fail to comply with requests by the delegated Council Officer or Emergency Services Officers will be liable to pay all penalties imposed.

## 38. EMERGENCY NUMBER

If you require the services or attention of police, ambulance, and emergency services the emergency services number is 000.

Hobsons Bay City Council provides an after-hours response (for its services only) to urgent matters that cannot wait until the next working day. This service can be accessed by calling 9947 4685.

## 39. FORCE MAJEURE

If either party is rendered unable wholly or in part by force majeure to carry out its obligations then this shall not affect the operation of the Conditions of Hire and Use, and the risk of frustration is to be borne by the hirer.

## 40. DISPUTES

In the event of a dispute arising, the following resolutions procedure will apply:

- A meeting will be scheduled between the individual parties concerned to resolve the dispute.
- If the management of both parties cannot resolve a dispute then Council will appoint an independent arbitrator who will have the authority to make a decision on the information provided, and both parties agree to the final decision.