

# BASS COAST CULTURAL VENUES - CONDITIONS OF HIRE

## Form Details

For all enquiries, please contact Venue Operations Supervisor  
03 5671 2470 | [venuehire@basscoast.vic.gov.au](mailto:venuehire@basscoast.vic.gov.au)

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# BASS COAST CULTURAL VENUES - CONDITIONS OF HIRE

## Conditions of Hire

### 1. Definitions

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

**"Box Office"** means the representative responsible for Box Office at Wonthaggi Union Community Arts Centre or a person acting in that capacity.

**"Council"** means the Bass Coast Shire Council.

**"Date of Booking"** means the date on which a venue booking is made.

**"Front of House Duty Manager"** means a person appointed as venue supervisor for an event.

**"Technical Supervisor"** means a person appointed as venue technical supervisor for an event.

**"Venue"** means the Wonthaggi Union Community Arts Centre 96 Graham Street, Wonthaggi

**"Event"** means any function or activity or purpose for which the venue is, or is proposed to be hired.

**"Event date"** means the date on which the venue is, or is proposed to be, hired.

**"Hirer"** means a person who hires or proposes to hire the venue.

**"Shire"** means the Municipal District of the Council.

**"Access time"** means the commencement of the period for which the venue is hired.

**"Public Entry"** means the time nominated to on the Hirer Requirements Form that allows Public Entry to the venue that is hired.

**"Vacate time"** means the expiry of the period for which the 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 the 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

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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 Shire.

## 4. Applications

### 4.1. Rooms available for hire through Bass Coast Cultural Venues

Space	Capacity (subject to government restrictions)
Wonthaggi Theatre	402 seats and 4 wheelchair spaces
Cowes Theatre	260 seats and 4 wheelchair spaces
Cowes Function and Activity Spaces	Various
Function Kitchen	NA

4.2. Applications for hire of Bass Coast Cultural Venues can be made by submitting 'B1. Initial Theatre Hire Enquiry Booking Form' via email to [venuehire@basscoast.vic.gov.au](mailto:venuehire@basscoast.vic.gov.au). Specific details such as date availability, size, resources, and capacity of any venue can be discussed with the Box Office via email or phone. For telephone enquiries call 5671 2470 between 10.00am and 4.00pm Tuesday - Friday.

4.3. Inspection of venues is by appointment only. To make an appointment email [venuehire@basscoast.vic.gov.au](mailto:venuehire@basscoast.vic.gov.au) or phone the Box Office on 03 5671 2470 during office hours.

4.4. Applications must be in the prescribed form and be lodged with the Box Office via email [venuehire@basscoast.vic.gov.au](mailto:venuehire@basscoast.vic.gov.au).

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. The venue reserves the right not to accept tentative bookings within sixty (60) days of an event.

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 event date. Within the seven (7) days notification must be given to the venue of confirmation or cancellation of the tentative booking.

### 5.2. Confirmation of Tentative Bookings

The venue is deemed to have been booked on receipt of the following within seven (7) days of the tentative booking by providing:

- (a) A signed B4. Hire Agreement Form, and
- (b) A completed B3. Ticketing Box Office Information Form

### 5.3. Bookings not Confirmed

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If a signed B4. Hire Agreement Form or completed B3. Ticketing Box Office Information Form has not been received within seven (7) days of the tentative booking, the venue will be deemed not to have been booked and the tentative booking may be cancelled at the discretion of the Venue Management.

## 5.4. Advance Bookings

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

## 5.5. Power to refuse Bookings

The venue and Bass Coast Shire Council may, in their absolute discretion, refuse to accept a booking.

## 6. Cancellation of Bookings

For all COVID related cancellations, please refer to clause

### 6.1. By the Hirer

Cancellation must be received in writing via email to [venuehire@basscoast.vic.gov.au](mailto:venuehire@basscoast.vic.gov.au) 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:

- 6.1.1. If a cancellation is made with more than 30 days of notice from the event date, the Hirer will incur a fee of \$200 in addition to any other expenses already incurred by Council.
- 6.1.2. If a cancellation is made between 8 and 30 days prior to the event date, the Hirer will incur 50% of total venue hire fees in addition to any other expenses already incurred by Council.
- 6.1.3. If a cancellation is made 7 days or less from the event date, the Hirer will incur 100% of total venue hire fees in addition to any other expenses already incurred by Council.
- 6.1.4. If a Hirer proposes to change an event 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.

### 6.2. By Council

- 6.2.1. As provided in Conditions 5.3, the venue may cancel a tentative booking for which the required bond has not been paid.
- 6.2.2. As provided in Condition 8, the venue may cancel a booking where certain payments of the kind described in that Condition are not made.
- 6.2.3. The venue may cancel any booking in the event that the venue cannot be made available to the Hirer on the event date by reason of fire, flood, damage, industrial dispute or emergency requirement of Council, or for any other reason.
- 6.2.4. The venue may cancel any booking if the venue is required for Council functions, a municipal election or a State or Federal election.
- 6.2.5. If a booking is cancelled under Condition 6.2.1 or 6.2.2, Council need not refund any Bond 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.
- 6.2.6. If a booking is cancelled under Condition 6.2.3 or 6.2.4, 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.

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## 7. Bond

- 7.1. A bond is required for guarantee against venue damage for all bookings where ticket revenue will not be collected. The amount of the bond is subject to the type of event 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 event, and there are no outstanding payments owing on the particular event, the bond will be refunded. Please allow at least 28 days after the event for the bond refund cheque to be processed.
- 7.3. In instances where ticketing revenue is collected, this will act as the bond for the venue hire, with any damages or payments due to be deducted from this value prior to transferring these funds to the hirer.

## 8. Time for Payments

- 8.1. In instances where the ticket revenue is being collected by Council on behalf of the hirer, a bond payment is not required. The balance of venue hire, equipment and services fees in addition to any applicable damages, will be deducted from the ticket revenue prior to being transferred to the Hirer post event.
- 8.2. For events with no ticket revenue a damage bond (if applicable) is required to be paid upon return of the B4. Hire Agreement Form to confirm the booking.
- 8.3. All estimated venue hire, equipment and services fees must be paid in full at least twenty (20) working days before the event date. If this is 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.
- 8.4. The balance of venue hire, equipment and services fees in additional to any applicable damages, will be Invoiced to the Hirer post event if required.

## 9. Further Payment

The Hirer must, upon demand by the venue, meet the full costs of repair of any damage to the 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 event, and for any non-routine cleaning or maintenance of the venue hired. (Refer Clause 41)

## 10. Free Access

Council and venue staff, officials or attendants, shall at all times, notwithstanding any hirings, be entitled to free access to any and every part of the buildings.

## 11. Limit of Hiring

The hirer shall only be entitled to the use of the particular part or parts of the building hired, and shall vacate punctually at the time specified by the Hirer in B3. Ticketing Box Office Information Form. The Council reserves the right to let any other portion of the building for any other purpose or purposes at the same time.

## 12. Refusal to Let

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

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## 13. Observance of Hire Times

The hirer is to observe the access and vacate times for the hire as outlined by the Hirer in B3. Ticketing Box Office Information Form. Hire times should include setting up and packing/cleaning up. If the event 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 in the B3. Ticketing Box Office Information Form.

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

- (a) at standard rates as specified in A1. Fees and Charges
- (b) at standard rates for additional time worked by the attendant
- (c) at standard rates for additional time of equipment hired;
- (d) over-time rates plus a penalty of 50% for staff.

## 14. Catering

Whole of venue hire will have access to the rear kitchen area and all associated equipment. The venue does not provide commercial kitchen facilities, so external catering and necessary equipment is required if serving hot food. All riders including alcohol must be provided by the venue in accordance with the venue liquor license.

## 15. Musical Instruments

The hire and use of the venues musical equipment is subject to special conditions. Please contact the venue for details.

**15.1.** In this Condition "Musical Instruments" means the Grand Piano at the venue.

The Musical Instruments are available for hire. The hirer of the Grand Piano must ensure that the relevant cover is refitted to the instrument at the completion of hire. The hirer will be liable for any damage to musical equipment arising from or sustained during the hire.

**15.2.** Should the hirer require the Grand Piano to be tuned prior to event date, this shall be undertaken by Council's preferred contractors. Costs for piano tuning will be at the expense of the Hirer.

## 16. Programmes/Performance/Concert

### 16.1. Performing Rights

**16.1.1.** In the case of a dramatic or other performance or concert in the 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.

**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 event is a concert at which music is the main purpose of the event and where admission fees are charged. Council will provide copyright cover to APRA for all other events where music is produced.

### 16.2. Music

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

### 16.3. Photography

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

## **17. Ticketing**

All ticketed events will be required to utilise the venues ticketing service. Please complete B3. Ticketing Box Office Information Form to finalise ticketing with our Box Office. All relevant costs are detailed in the A1. Fees and Charges document.

## **18. House Seats**

On all ticketed events the venue will retain and/or be entitled to four (4) seats per event.

## **19. Front of House Requirements and Labour**

The Venue's Duty Manager is required for all activity where the venue is open to the public. Minimum staffing is required based on the ticket sales and will vary between 2 - 4 Ushers. Please see A1. Fees and Charges document for specific pricing and hire inclusions.

## **20. Theatrical Fittings, Audio/Visual Equipment & Technical Labour**

The Venue's Duty Technician is required for all activity within the venue from 30 minutes prior to scheduled hirer arrival time until 15 minutes after hirer departure. Please see A1. Fees and Charges document for specific pricing and hire inclusions. Clause 13. Observance of Hire Times should also be noted when planning technical labour.

- 20.1.** The venue has a range of audio-visual equipment available for hirer's use. Please confirm requirements, availability and fees with Box Office and the Event Delivery Supervisor through the B3. Ticketing Box Office Information Form.
- 20.2.** Hirers requiring the venues electronic and technical equipment will be required to undertake induction training by the Technical team.
- 20.3.** Hirers wishing to use their own technical equipment and/or inter-phase their technical equipment with Venue Facilities equipment must advise the Event Delivery Supervisor prior to the hire period. A Technical Supervisor must be engaged where hirers wish to inter-phase their equipment with Venue equipment.
- 20.4.** All additional technical labour, should it be required, will be charged on a minimum 4-hour call out rate as per A1. Fees and Charges.
- 20.5.** All sound, lighting or other electrical devices and mechanical equipment (other than Venue equipment) must be submitted for inspection, and be approved by, the Event Delivery Supervisor prior to the commencement of set-up.
- 20.6.** Any equipment brought into the venue must be tagged and tested as per AS/NZS 3760:2010. A 4-hour technician call will be allocated and charged to the hirer to ensure that all equipment is suitably tagged and tested. For Hirers choosing to use an external hire company to provide all equipment and technical support, a Risk Management plan and copy of Public Liability Insurance will be required from the company. These documents must be supplied to the Venue no later than fourteen (14) working days prior to the event date.
- 20.7.** For all Technical Specifications, please discuss with your Technical Supervisor.

## **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 the Venue.



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**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 or revenue held by the Venue prior to return of funds to the Hirer. 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 & Liability**

- 22.1.** The Hirer must take out and keep current during the period of hiring a Public Liability Insurance policy with Bass Coast Shire Council named as a Principal, insuring, for a minimum sum of ten (10) million dollars, against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against Council or the Hirer or both arising out of or in relation to the hiring of the 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 Bass Coast Shire Council to be named as a Principal on their insurance and must provide a copy of their certificate of currency before their booking can be confirmed.
- 22.4.** 'Not-for-profit' community groups based in and serving residents of the Bass Coast Shire Council may be entitled to cover, upon application, under special provisions made by Bass Coast Shire Council. Cover provided will protect the 'not-for-profit' group against negligence claims that may arise from the activities they are running, up to \$10 million. (Certain 'primary activities are excluded from this insurance. Contact your booking coordinator for further details.)
- 22.5.** The hirer of the facilities shall not do or neglect to do or permit to be done or left undone anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the building and the hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.
- 22.6.** The Hirer agrees to indemnify and to keep indemnified Council, its servants and agents and each of them, from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or claimed against Council or the Hirer or both arising out of or in any way connected with an Event or the hiring of the Venue.
- 22.7. Artwork Insurance**  
Council does not provide cover for damage to or theft of Art works. Bass Coast Shire Council 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 an Event, 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.

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**24.2.** The Hirer will be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the 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 Box Office will advise the hirer of the number of registered and licensed crowd controllers required for their event. If deemed necessary, the Box Office will engage the services of Venue 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 sourcing and supplying their own registered Security services must provide written notification of security booking, according to the required number of security personnel as deemed necessary by the Box Office. Written notification of the booking must be provided to the Box Office no later than two (2) months prior to the date of the event. Failure to provide written notification or services by a registered security services will result in cancellation of the event. If for any reason the security services are not in attendance on the date of the booked event, the event will be cancelled.

**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 Box Office.

**25.4.** Hirers engaging their own security for an event must ensure that the security company provides a risk management plan for their event. This must be provided to the Box Office no later than fourteen (14) working days prior to the event.

**25.5.** The Security Company engaged for any event by the Hirer will report directly to the Front of House Duty Manager. The Event Supervisor will provide all Security Guards with an induction and are required to maintain communication with the Event Supervisor throughout the duration of the event. Failure to follow directions will be deemed to be a breach of Conditions of Hire.

**25.6.** In the event of any issues arising during the event that cannot be controlled by the Security Guards, the event will be shut down.

**25.7.** The Box Office, based on a Risk Assessment, may direct the hirer to ensure the attendance of additional security staff, Police, Fire Brigade, Metro or St John's Ambulance, depending on the nature of the event. The hirer will be responsible for all costs associated with such attendance.

**25.8.** 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 Box Office and Condition 6.2.6 applies to such cancellation.

## **26. Council Property**

**26.1.** The fittings and fixtures of the Venue, including but not limited to floors, walls, curtains, furniture or any other part of the 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 the Venue or attached to or affixed to the walls, doors, or any other part of the Venue, without the prior consent of the Box Office.

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- 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 the Venue, its fixtures, fittings and any other piece of equipment contained therein.
- 26.4.** Any Council property which is deemed by the Venue to be damaged beyond reasonable repair must be replaced by the Hirer.
- 26.5.** In the event that the 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.
- 26.7. Painting the Stage**  
If the Hirer chooses to paint the stage or the stage floor is damaged during the activities of the Hirer, then it is the responsibility of the Hirer to return the stage back to its original condition by one of the following options;
- 26.7.1.** If the Hirer chooses to repaint the stage with their labour, then the paint materials provided by the Venue will be at no cost to the Hirer. This must be completed within the hire period.
- 26.7.2.** If the Hirer chooses for the Venue to repaint the stage after the hire period is complete, then the labour and materials will be at the cost of the Hirer and will a quote will be provided by the Venue during the booking process.

## **27. Protection of Floors**

- 27.1.** Hirers shall carry out such directions as may be issued by Venue Management for the protection of floors used for dancing, other like areas and carpeted areas from stain or other damage. When the Venue is to be used for certain events, Venue Management may require the Hirer to protect the floor area with rugs or other suitable material.
- 27.2.** Hirers, clients, patrons and guests are not permitted to bring into the Venue, any ice or liquid in polythene or plastic bags, car fridges or any like containers which are likely to cause damage to floors.

## **28. Sub-Letting**

No portion of the building hired shall be sub-let or any tenancy transferred or assigned without the written consent of the Venue.

## **29. Seating**

- 29.1.** The number of seats for any event must not exceed the number stated on the application form or a standard plan for a particular type of event (if applicable). Any variation to seating numbers must be submitted to and approved by the Venue.
- 29.2.** Final seating arrangements for any event must be submitted to the Box Office at least seven (7) working days prior to the event date.
- 29.3.** The hirer under strict supervision of Venue representatives may vary the arrangement of seats and table settings provided that they are arranged in conformity with the Public Health Regulations.

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## **30. Decorations, Stage Fittings**

- 30.1.** No stage property, decorations or electric light installation, musical or amplification equipment or articles of a similar nature shall be brought into the building without the consent of the Venue. These shall be removed from the building by the termination of the hire period and if so not removed, the hirer shall pay such sum as the Management of the Venue may fix for each day or each portion of a day whilst such property remains in the building. Special arrangements may be made to leave certain articles in the Venue overnight (space permitting and if the Venue is not in use by another hirer) but this must be done prior to the commencement of an event and they must be removed from the building by 9am the following day.
- 30.2.** Only fire retardant paper or streamers can be permitted in the Venue. Streamers or like material must not be thrown or used in any way in the Venue. 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 Venue Management. All streamers or paper decorations must be removed from the Venue by the Hirer at the conclusion of the Event.
- 30.3.** Confetti will not be permitted in the Venue under any circumstances.
- 30.4.** Hirers are required to inform and seek approval from Venue 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 the Venue or holding an event, 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. Emergency Evacuation Procedures**

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

## **32. Noise Levels**

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

## **33. Smoking**

Smoking is strictly PROHIBITED within all areas of Wonthaggi Union Community Arts Centre.

## **34. Gambling**

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

## **35. Spruiking**

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

## **36. Obstructions**

The hirer shall comply in every respect with regulations under all relevant Acts with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building. Any person causing an offence against such regulations shall be removed from the building.

# BASS COAST CULTURAL VENUES - CONDITIONS OF HIRE

## **37. Open Flames, Fireworks & Pyrotechnic Devices**

- 37.1.** No open flame, kerosene or spirit type lamps shall be used in any part of the Wonthaggi Union Community Arts Centre. The Team Leader, Arts & Culture will be the sole arbiter in this matter.
- 37.2.** No fireworks, pyrotechnic devices or any like material is permitted in the facilities under any circumstances.

## **38. Conduct of Sales**

No hirer will be permitted to use any Venue 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 Venue Management.

## **39. Advertising Notices**

No signs, notices or the like can be displayed outside the Venue or its precincts without the prior consent of Venue 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 Bass Coast Shire Council Local Laws department.

## **40. Animals**

No animals shall be allowed in the Venue without the written consent of Venue 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 facilities in a tidy condition and all fixtures, fittings in good order and condition, and shall immediately remove all rubbish, refuse and waste matter prior to or at vacate time.
- 41.2.** If the Hirer fails to comply, Venue 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 Venue Management.
- 41.3.** Where specified, venue hire fees include general cleaning services for the Venue. Extra attendants may be required at the discretion of the Venue whose decision is final. Any additional costs incurred for cleaning above general services will be borne by the Hirer.
- 41.4.** Event Supervisors/Attendants/Cleaners are not responsible for cleaning or removal of any food waste, beverage containers or catering supplies brought into the venue.

## **42. Event Wardens**

- 42.1.** For events held at Bass Coast Cultural Venues, management requires that each event allocate a number of people to act as Wardens in the case of an emergency situation.
- 42.2.** Venue 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 undertake a Venue Induction and obtain an understanding of the evacuation procedures. 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.

# BASS COAST CULTURAL VENUES - CONDITIONS OF HIRE

**42.5.** The number of attendants required for each event will be advised by Cultural Venue management and will be based on the level of risk assessed for each event.

**42.6.** In the case of all live performances and events, the Stage Manager will undertake the role of Back of House Area Warden and will be inducted according to 42.3

## **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 Duty Technician.

## **44. Loading & Unloading**

All deliveries for events/activities must be notified and confirmed with the Venue in advance and shall occur:

(1) via the loading dock located at the rear of the venue;

(2) via another specified location as agreed to with Venue Management

## **45. Management of Facilities**

The hirer and person under her/his direction shall forthwith obey all directions or orders given by Venue Management or their representatives as to the management of the facilities and events/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 the Venue (notwithstanding he or she may have paid for admission or hire) by the Front of House Duty Manager or Technical Supervisor, persons authorised to act for the Venue or Council, crowd controllers or security staff. If so required, the Event Supervisor or other representative of the Venue may direct the Hirer or security staff to expel from the 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 (if applicable), as well as extra charges and/or fines of 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 Venue Management, or other authorised delegate shall be final and conclusive.

## **48. Goods & Services Tax (GST)**

All fees and charges 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 hirers, persons associated with an event and patrons parking in the venue car park are responsible for their parking at all times during the course of an event, observance and abidance of metered parking and time restrictions is required.

# BASS COAST CULTURAL VENUES - CONDITIONS OF HIRE

Please note that Venue staff are not responsible for the issue of infringement notices and have no authority to withdraw any infringement notices.

## 51. COVID Clauses

- 51.1. Council and the hirer / producer acknowledge the rapidly changing situation in relation to the COVID-19 pandemic and understand that either party may have to amend, cancel or postpone a Performance in order to comply with Health Authority directives.
- 51.2. The Venue will operate in accordance with capacity limits in order to comply with current Health Authority directives. These limits may change at short notice. In such a case there will be no change in hire fee.
- 51.3. Council and the hirer / producer are committed to bringing their best efforts to present the show / event but understand that as a result of the pandemic one or both parties may not be able to fulfil this Agreement.
- 51.4. The Venue will inform the hirer / producer immediately if:
  - a) Local health authorities issue new or amended COVID-19 related information or directives that may adversely affect the show / event.
  - b) any other matter which is Pandemic related arises that may adversely affect the show / event.
- 51.5. If the hirer / producer or the Venue is unable to present the show / event due to circumstances arising from or in relation to COVID-19 or its consequences such as
  - a) Cancellation of the show / event date due to new or amended health authority directives
  - b) New or amended travel restrictions
  - c) Difficulty for the venue or the producer / hirer in staffing or managing the supply chainThe parties agree that all reasonable efforts will be made to reschedule the show / event. If postponement or re-scheduling of the show / event is not possible for either party, or if a suitable time is not able to be found after 14 days either party may terminate this Agreement on immediate written notice.
- 51.6. If this Agreement is terminated in accordance with clause 51.5 the parties agree
  - a) They will make their best efforts to mitigate the loss of the other party
  - b) They will return all equipment, materials and property to the other party that is the property of the other party
  - c) Once notice of termination is provided there will be no further payment of the fees, no further tax invoices issued.
  - d) For the avoidance of doubt, Council shall not be liable to the hirer / producer for any losses of any earnings or income, or any costs incurred including, but not limited to venue hire, advertising, hospitality or staffing as a result of the termination of the Agreement.
  - e) All tickets sold shall be refunded from funds accrued by all ticket sales