

The following are the conditions of hire on which Council hires the Venue to the Hirer:

## 1. Definitions

**Council** means Whitehorse City Council;

**Hirer** means the person or entity that hires the Venue for the Hire Period;

**Hire Fee** means the fee quoted to the Hirer and any such additional fees which may become payable pursuant to clauses 3.3 or 7.1;

**Hire Period** means the times and dates as specified in the Venue Hire Application Form;

**Venue** means either the Box Hill Town Hall, Town Hall Hub or Community Centres as specified in the Venue Hire Application Form;

**Venue Hire Application Form** means the application form completed by the Hirer and submitted to the Venue Manager prior to acceptance of the booking; and

**Venue Manager** means the Manager or the Manager's representatives as appointed by Council to manage the Box Hill Town Hall, Town Hall Hub and Community Centres.

## 2. Booking of Venue

- 2.1 All Hirers must submit to the Council, the written Venue Hire Application Form (attached) which acknowledges acceptance of these conditions.
- 2.2 All Hirers must be at least 18 years of age.
- 2.3 The Hirer must not assign or transfer the booking to another person or entity without the prior written consent of the Venue Manager.
- 2.4 The Venue Manager may transfer the booking to a different location of a similar size.
- 2.5 A Hirer utilising the services of persons less than 18 years of age to operate equipment shall have the written consent of the person's parent/guardian to do so.

## 3. Cancellation of Booking

- 3.1 If the Hire Fee is not paid by the due date, Council may cancel the booking.
- 3.2 A cancellation fee will be charged if the booking is cancelled within 4 days of the commencement of the Hire Period.
- 3.3 Any costs, fees and expenses incurred by Council for non-payment of Hire Fees by the Hirer, including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses, will be met by the Hirer.
- 3.4 The Venue Manager may cancel the booking if:
  - (a) the booking is objectionable or dangerous, infringes any copyright, prohibited by law, or which would be detrimental to Box Hill Town Hall or the Community Centres;

- (b) repairs, alterations or additions are being undertaken at the Venue and the booking is unable to be transferred to another location;
- (c) a state of emergency occurs necessitating the use of the Venue for emergency relief operations and the booking is unable to be transferred to another location;
- (d) a civil disturbance, industrial action, Act of God, or any other circumstance arises which is beyond the control Council;
- (e) The Hirer breaches any of these Conditions of Hire; or
- (f) The Venue is required, as a place of polling for a government election.

#### **4. Bond**

- 4.1 On payment of the Hire Fee, the hire deposit previously paid by the Hirer converts to a Bond.
- 4.2 The Hirer agrees and acknowledges that Council may without notice apply the Bond towards satisfaction of any claim Council has against the Hirer in accordance with these Conditions of Hire.
- 4.3 Council will return to the Hirer within 28 days of the end of the Hire Period any part of the Bond that has not been or will not be required to be applied by Council pursuant to Clause 4.2.

#### **5. Liability of Hirer**

- 5.1 The Hirer shall comply with all legislative Acts, Rules, Regulations and By-laws of the Commonwealth of Australia, State of Victoria and Council.
- 5.2 The Hirer shall apply for grant of licence for copyright purposes for Australasian Performing Right Association Limited or through a similar organisation prior to the booking date, and provide written evidence of such if required by the Venue Manager.
- 5.3 The Hirer shall at all times indemnify Council from and against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case may be) against Council for or on account of breach of copyright or licence rights arising out of or in any way connected with the performance of any musical, literary or dramatic work during the Hire Period.
- 5.4 No responsibility will be borne by Council for any goods and services owned by any Hirer. Direct or Indirect liability, including consequential loss will not be accepted by Council, its servants or agents.
- 5.5 The Hirer shall at all times indemnify Council from and against the loss of or damage to the Venue of any property owned or possessed by Council and situated therein, and any person on the premises, to the extent caused by the Hirer during the Hire Period.
- 5.6 No floors, walls, ceilings or any parts of the Venue may be broken or pierced by nails, screws or other means. Nothing may be taped, glued or affixed to walls, ceiling, floors or any parts of the building with the exception of blue tack, which must be removed after use.
- 5.7 Hirers shall carry out such directions as may be issued by the Venue Manager for the protection of floors from stain or other damage. When a room is to be used for the purpose of flower shows, bazaars, or other exhibitions, the floor shall be protected by sawdust, rugs or other suitable material, as approved by the Venue Manager.

- 5.8 Hirers are not permitted to allow a car fridge or container of any description that leaks to be brought into the Town Hall. Polythene or plastic bags containing ice or any liquid may not be brought into any part of the Town Hall unless enclosed in a leak-proof container.
- 5.9 No scenery, fittings, decorations, posters, advertisements, flags, logos, shields or emblems shall be erected, fixed, hung or displayed in or around the Town Hall without the prior consent of the Venue Manager.
- 5.10 Any damage to the Venue caused by negligence whatsoever including incorrect fastening of decorations will be the responsibility of the Hirer for which a charge will be payable.
- 5.11 Neither the Council nor its employees shall be liable for any loss or damage sustained by the Hirer or any persons, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen.
- 5.12 The Hirer shall, when so directed by the Venue Manager, arrange for police attendance.

## **6. Insurance**

- 6.1 The Hirer must hold a current Public Liability Insurance Policy of at least \$10M.
- 6.2 Hirers are responsible for workers' compensation or similar insurance over their servants or voluntary workers and for all insurance coverage on goods and services brought into the Venue.

## **7. Security**

- 7.1 If in the opinion of the Venue Manager it is necessary to employ licensed security officers for the purpose of maintaining security, the cost shall be added to the Hire Fee. Council requires a minimum of 2 security personnel per 100 people and then 1 security personnel for every 100 people after that, unless otherwise determined by the Venue Manager. Council reserves the right to insist on licensed security at any stage of the process or risk cancelation of booking.
- 7.2 Additional security personnel must be employed for all underage events to patrol the Venue grounds

## **8. Compliance with Laws**

- 8.1 No alcoholic beverage of any kind shall, directly or indirectly, be sold in Venue without an appropriate license, a copy of which must be provided to the Venue Manager prior to the date of hire.
- 8.2 The Venue Manager reserves the right to temporarily or permanently suspend the distribution of liquor during any function.
- 8.3 Smoking is not permitted in any part of the Venue.
- 8.4 No game of chance where money is passed either directly or indirectly as a prize shall take place in the Venue without the appropriate permit, a copy of which must be provided to the Venue Manager if requested.
- 8.5 No placards, hoarding or signs advertising events to be held at the Venue may be erected without consent from Council.
- 8.6 No advertising material shall be mounted on any external fixture of the Venue, or on any grounds including memorials or flagpoles.

- 8.7 The Hirer shall not permit the level of noise from any activity to exceed the level recommended by the National Health and Medical Research Council of Australia and the Hirer must respect the reasonable needs of other Hirers.
- 8.8 The Venue Manager reserves the right to require the noise levels be lowered.
- 8.9 Aisles, stairways, passageways and exit doors are to remain free from obstruction at all times. Fire extinguishers are not to be relocated or covered.
- 8.10 The Venue Manager reserves the right for St Johns First Aid to be in attendance at any event held at the Venue, the cost of which will be borne by the Hirer.
- 8.11 Emergency and Evacuation plans are located at various sites within the Venue. In the event of an emergency or an evacuation, a Warden will be allocated who will be wearing a high visibility vest and hard hat for easy identification. Please follow the instructions of the Warden. If evacuation is required, the general assembly area is on the lawn in front of the Town Hall.

## **9. General Conditions of Hire**

### ***Venue Access***

- 9.1 Access to the premises for any person or item associated with the will not be permitted except during the times and days specified on the confirmation letter of hiring.
- 9.2 All personnel and items associated with the hiring must be cleared from the Venue by the agreed time otherwise the Hire Fee will continue until all items and persons have left the Venue. Extension of hiring time at short notice is at the discretion of the Venue Manager.
- 9.3 If the booking is in a Community Hall, Hirers must clean all floors, tables and kitchen benches. All food and drinks must be removed from the fridge and the fridge cleaned.
- 9.4 The Community Hall must be cleared at the end of the event and all tables and chairs placed in the storage areas.
- 9.5 At the commencement and conclusion of each hire, Hirers may be required to sign in and out, to serve as a record of hours (senior's centres only).
- 9.6 Council officers are entitled to unimpeded access to the Venue at any time.

### ***Application for Hire***

- 9.7 Pass Outs are not permitted at any underage event held at the Box Hill Town Hall.
- 9.8 All underage events must vacate the Venue by 10pm and all other bookings by the agreed time.
- 9.9 Requirement for underage parties at the town hall: catering (4 portions of finger food per head) is to be supplied by council's registered in house caterers (charges apply) and bottled water (600ml x 1 bottle per head) supplied by the Hirer.
- 9.10 Requirement for dance parties where alcohol is served; catering (8 portions of finger food per head) is to be provided by council's registered in house caterers (charges apply) and bottled water (600ml x 2 bottles per head) supplied by the Hirer
- 9.11 All parties must be a ticketed event, ticketing is provided through the Whitehorse Centre booking office (charges apply).



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9.12 For all dance/rave party bookings, exclusive use of the town hall is required due to noise transference.

***Behaviour***

9.13 It is the responsibility of the Hirer to ensure that the behaviour of all persons attending the function does not cause disturbance or distress to others. In conjunction with the Venue Manager, the Hirer may require a guest or trespasser to leave the Venue.

9.14 No obscene or insulting language or disorderly behaviour shall be committed in any part of the Venue. This includes any form of entertainment that may be considered lewd or inappropriate for a public place or that may offend or cause embarrassment to others.

9.15 Children attending functions must be well supervised by parents to avoid damage or injury and to ensure the amenity of others.

***Use of the Box Hill Town Hall and Hub Foyers***

9.16 The foyer is a general service area for all rooms. Space in the foyer is not included in the hire of any part of the Box Hill Town Hall and Town Hall Hub, unless specifically noted in the letter of confirmation of hire.

***Use of Pianos***

9.17 Only the Council's pianos will be allowed in the building unless the prior written consent of the Venue Manager is obtained.

9.18 The pianos will be available only by compliance with the following conditions:

- (a) All pianos will be inspected after a function. Any damage or need for tuning will be charged to the Hirer. No piano will be permitted to be moved between rooms by the Hirer, or removed from the Box Hill Town Hall;
- (b) No persons other than the pianist of the Hirer will be permitted to use the piano; and
- (c) The Box Hill Town Hall's Tuner only may tune or service any piano.

***Fire Retardation***

9.19 The Hirer warrants that all scenery, props, costumes and displays brought into the Venue are clean (no offensive odour, non-hazardous, free of vermin) and adequately flame retarded in accordance with the Public Building and Fire Department requirements.

***Hire of function rooms***

9.20 The following services are provided with all room hire:

- (a) lighting, power and water;
- (b) Air conditioning (if available);
- (c) Use of the room's standard audio equipment (if available);
- (d) Tables and chairs arranged to Hirer's requirements in the town hall only;



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- (e) Lectern, whiteboard and projection screen (if available); and
- (f) Standard cleaning.

**Keys**

- 9.21 Keys issued by Council for the Venue must be returned within five days to avoid incurring a late fee of \$300.

**Hire Fee**

- 9.22 The Hire Fee shall be as quoted in the letter of offer to the Hirer, inclusive of GST.

**Use of Kitchens**

- 9.23 The Box Hill Town Hall and Community Centre Kitchens may be available to the Hirer for the preparation of food and drink in accordance with current Victorian laws on food hygiene and safety.
- 9.24 Use of the kitchen is included in the hire fee.
- 9.25 Crockery, cutlery and glassware are available for town hall hire on request. If used, crockery must be thoroughly washed and stored in the kitchen area. The Hirer shall pay for breakages.
- 9.26 Box Hill Town Hall - All rubbish and food waste is to be sealed in plastic liners and placed in the rubbish bins provided at the rubbish collection point. Recyclable bottles are to be placed in the recycling containers, which are also located at the rubbish collection point.
- 9.27 Community Centres - All rubbish and food waste is to be sealed in plastic liners and taken home after each event.
- 9.28 The Hirer is responsible to ensure that the kitchen is kept in a clean and serviceable condition. Kitchen appliances are to be cleaned, food particles removed, benches wiped and floors swept and mopped. A cleaning fee will be charged if the kitchen is not left in a clean and tidy condition.
- 9.29 Utilisation of ancillary cooking appliances outside the immediate vicinity of the installed exhaust system is unacceptable. Should fire alarms be activated through breach of this condition the significant charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the Hirer.
- 9.30 Any damages or unserviceable appliances are to be immediately reported to the Function Support Officer. Community Centres must report to the Town Hall Manager.
- 9.31 The use of BBQ's and LPG powered equipment within the town hall and community centres are strictly forbidden.
- 9.32 The use of portable cooking appliances connected to gas bottles is strictly forbidden within the town hall building.
- 9.33 The use of the lawn areas can only be used if approved by the City of Whitehorse. A fee may be charged for "High Impact Events" or if additional services such as additional toilet cleaning, access to water and power, additional rubbish collections are required.

***Hire of Stage***

- 9.34 Flash photography is not permitted during performances without prior approval. Non-flash photography, visual recording and audio recording by any means in the Town Hall Complex shall only be permitted within copyright laws. In such cases all responsibility for infringement of copyright or performing rights will rest with the Hirer.
- 9.35 Pyrotechnics, smoke machines, or any equipment likely to interfere with fire alarm systems must not be used. Should fire alarms be activated through breach of this condition the significant charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the Hirer.
- 9.36 Hirers having a booking over multiple days, that are not consecutive, must design occupancy in such a way that all equipment can be relocated so that the stage and wings are fully useable for other Hirers. The time taken to remove equipment is to be within contracted hire periods.
- 9.37 Hirers are responsible for providing electrical insulating tape, as no other tape is acceptable for marking the stage. The Venue Manager may authorise the use of other types of tape for other than stage marking purposes. Any tape applied to the stage must be removed at the conclusion of the hire.
- 9.38 The standard lighting rig and audio set up (if available) is available to the Hirer as part of the hire fee. Alterations, additions and tap-ins are not permitted without the Venue Manager's approval.
- 9.39 At the conclusion of the hire the Hirer will ensure all equipment is left in its original condition and location. Time required for restoration of the lighting system or any other equipment to the original state will be charged to the Hirer. Where there is hire over consecutive days, the Venue Manager may allow the altered equipment to remain in place.
- 9.40 A qualified operator approved by the Venue Manager must operate the technical equipment in the Box Hill Town Hall.
- 9.41 No additional electrical equipment is to be brought into the Box Hill Town Hall without the prior approval of the Venue Manager.