

1.0 BOOKINGS

1.1 Deposits and Payments

To confirm a booking application, a non-refundable deposit, of \$200 or 20% of the hire fee (whichever is the greater) must be paid within the time specified in the quotation/contract.

An application for which no deposit has been received may be cancelled without notice.

The Manager (hereinafter to mean the Manager or the Manager's representatives as appointed by Whitehorse City Council to manage the Centre) may request full payment of the anticipated total charges prior to the event.

Private catered functions are to be paid for in full, no later than one week prior to the function date. All other accounts are payable within 30 days. All costs, fees and expenses incurred by Whitehorse City Council including but not limited to administrative costs, debt collection agency fees, legal costs and other expenses will be met by the client (hereinafter to mean the person or organisation named in the Venue Hiring Agreement) for non-payment of account.

1.2 Cancellation of Bookings

Should the client cancel the booking, the Centre will retain the deposit. Bookings cancelled with less than 2 weeks notice would be charged 50% of the hire fee and any bookings cancelled within 1 week will be charged 100% of the hire fees. Bookings cancelled within 3 days will also be charged for any catering or additional staff booked.

Bookings are subject to cancellation by the Whitehorse Centre in the following circumstances:

At the Manager's discretion, any event may be prohibited which, in the opinion of the Manager, is objectionable or dangerous, infringes any copyright, prohibited by law, or which would be detrimental to Whitehorse Centre. It will be at the Manager's discretion as to whether monies paid in respect of such a hiring shall be returned to the client and the client agrees to accept same and to be held to have consented to such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.

Should unforeseen repairs, alterations or additions be required for safety, or any other necessary purposes, at the Centre, bookings may be subject to cancellation or transfer to another area, at the Manager's discretion.

Whitehorse Centre shall not be held liable for any interference or disruption to a booking that is caused by some civil disturbance, industrial action, act of God, or any circumstances that are beyond the control of Management.

EMERGENCY RELIEF CENTRE - The Whitehorse Centre is the Emergency Relief Venue for the City of Whitehorse. In the situation of a Federal, State or municipality emergency the venue becomes the base for this operation. All bookings in the venue will be cancelled. Arrangements will then be made to either transfer the booking to a mutually agreeable date or the event will be cancelled with the deposit refunded. Direct or indirect liability including consequential loss will not be accepted by the City of Whitehorse and its servants and agents

1.3 Transfer or Assigning of Hiring

No *Venue Hiring Agreement* shall be assigned or transferred to another party.

2.0 LIABILITY OF CLIENT

2.1 Observance of Laws

The client shall comply with all Acts and Statutory Rules, Provisions and Regulations and By-laws of the Commonwealth of Australia, State of Victoria and Whitehorse City Council and shall be liable for any breach of such. Including but not limited to: Occupational Health and Safety Regulations, Food Handling Guidelines, Liquor Licensing Laws, Copyright Legislation and Local Area Work Agreement (LAWA) Copies of these are available for viewing

2.2 Insurance

Clients must have Public Liability Insurance to the value of a minimum of \$10,000,000 current at the time of the hire of the venue, and be able to supply the Centre with a copy of the **Certificate of Currency** on confirmation of the booking.

Bookings without a current Certificate of Public liability insurance at the time of the function, will not be allowed to proceed

Clients are responsible for workers' compensation or similar insurance over their servants or voluntary workers and for all insurance coverage on goods and services they cause to be brought into the complex. No responsibility will be borne by the Centre for any goods and services owned by the client.

Agreed by Client: (Signature) Date:

2.3 Damage to Persons/Building/Equipment

The client shall at all times indemnify Council from and against the loss of or damage to the Centre, any property owned or possessed by Council and situated therein and any person on the premises, from whatever cause the same may arise during the period of hire.

No floors, walls, ceilings or any parts of the building (including the stage) may be broken or pierced by nails, screws or other means and nothing may be taped, glued, blue-tacked or affixed to walls, ceiling, floors or any parts of the building.

No scenery, fittings, decorations, posters, advertisements, flags, logos, shields or emblems shall be erected, fixed, hung or displayed in or around the building without the prior consent of the Manager.

Any damage to the Centre caused by negligence whatsoever including incorrect fastening of decorations will be the responsibility of the client for which a charge will be payable.

3.0 ADHERENCE TO LAWS

3.1 Consumption of Liquor

The Centre has an On-Premises Liquor Licence and is wholly responsible for the provision and service of alcohol on the premises. No alcohol or liquor may be brought into or consumed anywhere on the premises

3.2 No Smoking

Smoking is not permitted in any part of the Whitehorse Centre Complex or within 5 metres of doorways, air intakes and open windows for all Council buildings

3.3 Gambling

No game of chance whereby money is passed either directly or indirectly as a prize shall take place in any portion of the building without the appropriate permit, a copy of which must be provided to the Manager if requested.

3.4 Advertisements and Signs

No placards, hoarding or signs advertising events to be held at the Centre may be erected on Council land without prior consent of the City of Whitehorse. Applications are available from the Council on 9262 6333.

The poles adjacent to the Whitehorse Centre sign on the kerb at the car park entrance may be used to hang a banner advertising the client's event. An application must be made to the Manager and approval will be subject to certain conditions being met, such conditions will be advised at time of application.

3.5 Noise Levels

The client 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 client must respect the reasonable needs of other clients in the Centre - at the same time. The Manager reserves the right to require the noise levels be lowered. The hire may be terminated immediately by the Manager should instructions not be complied with.

3.6 Fire and Health Regulations

Exit Doors, Aisles, stairways and passageways are to remain free from obstruction at all times. Fire extinguishers are not to be relocated or obscured.

3.7 Emergency and Evacuation Plans and Procedures

Emergency and Evacuation plans are located at various sites within the Whitehorse Centre for general reference. In the event of an emergency or an evacuation, a Warden will be allocated to your area. Wardens will be wearing a high visibility vest and hard hat for easy and immediate identification. Please follow the instructions of your Area Warden. If evacuation is required, the general assembly area is on the lawn area in front of the Soundshell doors between the Civic Centre building and the Whitehorse Centre

Agreed by Client: (Signature) Date:

4.0 GENERAL CONDITIONS

4.1 Access

Access to the premises for any person or item associated with the hiring (company members, guests, sub contractors, entertainers, decorations, scenery, properties and accessories) will not be permitted except during the times and days specified on the *Venue Hiring Agreement*.

All personnel and items associated with the hiring must be cleared from the premises immediately at the conclusion of hire. The hire charge will continue until all items and persons have left the Centre. Extensions of hiring time at short notice, is at the discretion of the Senior Officer on Duty at the time – Charges may apply for extensions. Clients should be aware that due to other considerations, it may not be possible to grant extensions at short notice. Clients should also be aware that penalty rates may apply for staff if an extension is required.

Management shall be entitled to unimpeded access to every part of the building at all times.

4.2 Behaviour

It is the responsibility of the client to ensure that the behaviour of all persons attending the hiring and when arriving at and departing from the venue, does not cause disturbance or distress to others. In conjunction with the Manager, the client may require a guest or trespasser to leave the Centre. Should the Manager need to obtain Police assistance in this regard, the client shall meet any costs.

4.3 Use of the Centre

Approval must be sought from the Centre Coordinator to use metallic confetti, fake snow, straw etc for room/table decoration. If permission is granted, it is the hirer's responsibility to ensure that all confetti etc is cleared and the area left in a clean condition. Charges for cleaning may be incurred if confetti, etc is not cleaned up adequately. Glitter is not permitted in carpeted areas

Approval must also be sought from the Centre Coordinator to use candles or naked flames within the Centre; this includes the use of tealight candles, floating candles, hurricane lanterns, candlesticks, candleabra etc. If approval is given, a risk assessment will be conducted on the day to ensure that all safety measures are in place, the Centre Coordinator will ensure the smoke detectors are isolated. Failure to seek approval for the use of candles or naked flame within the Centre may result in the activation of smoke detectors and subsequent Fire Brigade attendance. Any costs incurred in this instance will be charged to the client.

4.4 Use of Pianos

Pianos available in the Centre are at no extra cost, but tuning is at the client's expense and must only be undertaken by the Centre's contracted piano tuner. A Grand Piano is on the stage; upright pianos in Waratah Room; Studio; Soundshell and Orchestra Pit. The pianos will only be available by compliance with the following conditions

- All pianos will be inspected after an event. Any damage or need for tuning will be charged to the client.
- No piano may be moved from its designated location.
- No person other than the pianist of the client is permitted to use the piano.

4.4 Use of the Foyer/Sale of Goods

The foyer is a general service area for all rooms. Therefore, exclusive space in the foyer is not included in the hire of any part of the Centre.

The bar in the foyer is operated exclusively by the Centre

Where permitted, a maximum of two trestle tables may be set in the Foyer

The *Client Use of Foyer Policy* is in force at all times, a copy is attached for reference.

4.5 Food and Beverages

The Whitehorse Centre is a Full Service Venue and is responsible for the provision and service of all food and beverages to be consumed on the premises. Clients may not engage their own external caterer. No food, drink or refreshments of any kind shall be sold, or freely distributed within the Whitehorse Centre Complex.

4.6 Penalties

Breach of any conditions or failure of the clients to fulfil their obligations contained herein may attract additional fees or cancellation of event.

Agreed by Client: (Signature) Date: