

Venue Hire Terms and Conditions



Council reserve the right to amend these conditions as required at any time they deem necessary for the safety of all users.

Hirers should read and ensure that they are able to meet all their obligations under the terms and conditions of this agreement before submitting an online application. The law expects the hirer to meet all obligations and requirements outlined in this agreement after submitting an online application.

The Hirer should seek advice from appropriately qualified individuals and preferred insurance providers regarding questions about meeting their legal obligations and responsibilities under this application. Council officers are not authorized to provide advice to potential hirers on how to meet their legal obligations and responsibilities under this application.

Fees

All fees are payable in advance. Hire fees are to be paid in full at least 7 days prior to the commencement of your hire period. The fees are based on the Mount Alexander Shire Council published Fees and Charges available at www.mountalexander.vic.gov.au/Venue_Bookings. Any extra fees incurred which have resulted from the hirer using additional equipment or days of hire which were not requested initially will be deducted from the bonds or invoiced to the hirer upon completion of the booking. On the occasion that fees and charges are not paid prior to the hire period, an invoice will be issued for the full amount.

Keys

The hirer must pick up and return any venue keys from the Civic Centre, Corner Lyttleton and Lloyd Streets, Castlemaine during business hours unless other arrangements with the Venues Coordinator are made.

Damage / Cleaning

The venue must always be kept neat and tidy and be left in a reasonable condition and the kitchen thoroughly cleaned. The venue must be locked and secured by the applicant at the completion of its use and all lights and equipment turned off. Nails, screws, blue tack, sticky tape, or any other fastenings must not be used or attached to walls, floors, furniture or fittings.

Any item brought into the venue for the hire must be removed entirely from the premises at the end of the booking, this includes all garbage. Garbage must not be disposed of in any receptacles around the premises.

The hirer is responsible for setting-up all furniture items and returning them to their original storage at the completion of the function. Furniture, equipment and floors should be checked and cleaned and any damage reported to the Venues Coordinator by the next business day.

An invoice will be issued for the costs of repairing or replacing any damage to the venue, any of its keys, attachments, fittings or fixtures, or for additional cleaning of the venue. Any bond monies paid shall be refunded to the applicant after return of the keys and a venue inspection carried out. If any hirer enters the venue without prior approval it may be deemed as trespassing and the appropriate authority's notified.

Cancellations

The Mount Alexander Shire Council or its representative may provide written notice or an oral notice to terminate the hire immediately if the applicant does not comply with any of the conditions of this agreement.

Cancellation by Council - The Council may at any time before the use of the Venue, cancel the hire of the venue by giving written notice of such cancellation to the hirer. If the Council cancels the hire pursuant to this contract, all monies paid will be returned to the hirer. The Council is not liable to the hirer for any loss or damage incurred by the hirer as a result of such cancellation.

Termination for Breach - If, at any time, the hirer is in breach of any term of these conditions, Council may, in Council's absolute discretion, cancel the hire of the Venue by giving written notice of such cancellation to the hirer. Should the hire of the Venue be cancelled pursuant to this clause, the full Venue hire amount will be payable by the hirer plus any additional costs incurred by Council.

Refusal of application - The Council expressly reserves the right at its discretion and without stating a reason to refuse to accept any hiring and the Council shall not be liable in any way for any loss or damage occasioned by the exercise of this right.

In the event of cancellation of a booking by the Hirer less than 7 days prior to the commencement of the hire period, 10% of the hire fees will be retained by Council.

The Council shall not be held liable for any interference or disruption to a booking that is caused by civil disturbance, industrial action, severe weather conditions, or any circumstances that are beyond the control of Council.

Insurance

The hirer must have Public Liability Insurance coverage for a minimum value of \$10,000,000, current at the time of the hire. The hirer agrees to provide cover to the Council under their own Public Liability policy indemnifying the Council as principal from all actions, costs, claims, charges, expenses and penalties etc. arising from the hirer's activities, but only to the extent the damage is caused by or attributable to the fault of the hirer or associated person(s).

A copy of the current Certificate of Currency must be sent to the Venues Coordinator within 7 days before the start date of the hire period.

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Any organisations or hirers carrying out activities for commercial gain cannot be covered through Council's insurance arrangements and must produce their own cover. Council premises are not available for hire for events involving Sporting activities, Rock/pop concerts, high risk activities or Festivals.

The hirer must provide and maintain a safe and healthy workplace for guests, participants, spectators, employees, contractors, volunteers and other associated person(s). The hirer must complete the applicable risk assessment or job safety analysis (JSA) if necessary, to manage risk during the hire period. The hirer is responsible for seeking advice from the appropriately qualified individuals and not Council staff in meeting all risk management obligations.

Local Laws

The hirer must identify and comply with any restrictions or obligations required under applicable Local Laws including minimum standards of behavior, preventing damage to the venue, car parking, waste disposal or nuisance and disturbance.

Hirers wishing to advertise using sandwich boards or posters (Roads and Council land) or use the venue for retail selling must apply for a permit under Local Law No. 2

Alcohol

Hirers intending to sell or supply alcohol at a venue must provide evidence under the Liquor Licensing Reform Act 1998 that the appropriate permits or licenses are held prior to the sale or supply of alcohol.

This includes a complimentary alcoholic drink if supplied as part of a paid meal or entry fee. Liquor License application forms can be obtained from the Victorian Commission for Gambling and Liquor Regulation. A copy of the liquor license must be provided to Council for their records and the liquor license must be displayed in the area in which the alcohol is being sold.

Food Handling

The hirer must ensure any food that is sold or offered as part of an admission ticket, or brought as catering is provided by a business or community group that has a Food Act 1984 registration. Community facilities are designed for community use not as commercial food premises. However Food Act registrations may be granted for limited activities. Additional insurance may be required to cover any commercial activity.

In accordance with the provisions of Health Regulations and Public Building Regulations, no area within the venue is to be used for the preparation of food or drinks other than the designated kitchen area.

Further information regarding Food Act registrations can be obtained from Council's Environmental Health Officer on 03 5471 1700 or by lodging an online service request.

Smoking

Smoking is prohibited in all areas of the venue.

Hirers that provide dining options outdoors should be familiar with the publication titled 'Smoke-free outdoor dining – A guide for businesses and event organisers'.

If underage events are held, smoking is prohibited in any outdoor area utilized by the event.

For additional smoking information or signage contact Council's Environmental Health Officer on 03 5471 1700 or by lodging an online service request.

Safety

No open flames or sources of ignition are permitted including pyrotechnics and/or firearms. Fire extinguishers are not to be relocated from their designated locations or obscured. Clear access to all fire extinguisher locations must be maintained at all times.

Smoke detectors / sprinkler systems exist in venues and any use of fog / smoke machines or smoke effects requires prior permission from the Venues Coordinator. The hirer will be charged for the costs of any staff and Fire Brigade false alarm call outs.

All exit signs are to be illuminated during the booking. The hirer must report any unserviceable emergency exit signs to the Venues Coordinator.

All power leads used in the venue must have a current test and tag and also taped down (using light adhesive gaffer tape) to reduce trip hazards.

Any Council owned equipment or leads that are found to be in disrepair, along with broken plugs or fitting's, must be reported to the Venues Coordinator.

All hirers must have a nominated Emergency Officer.

The hirer is responsible for ensuring that emergency exits are not obstructed. The hirer is responsible for all that occurs during a hiring. If the hirer is compromised or is absent at any time; the hirer shall appoint a representative to be responsible jointly with the hirer. The appointment and identity of any hirer's representative shall be made known to the Council before the event.

The hirer shall ensure that all directions as to safety are observed by the users of the venue. The hirer will read the Emergency Procedures Sign/Plan on display in the venue before commencing any activities and will comply with them should an emergency occur.

Animals are not permitted in any venues, this excludes service animals.

Ticketing

If your event is ticketed then you agree to use the Mount Alexander Shire Council Box Office service. Please discuss fees and process with the Venues Coordinator.

If your event is a ticketed event then you agree to abide by the use of companion cards, please refer to www.companioncard.org.au for more information.

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General

The applicant releases the Mount Alexander Shire Council, its employees, officers, agents and contractors from and will indemnify and keep indemnified the Mount Alexander Shire Council, its employees, officers, agents and contractors against all claims, actions, losses and expenses of any nature which the Mount Alexander Shire Council may suffer or incur or become liable for in respect of or arising out of any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the venue during the term if this hire resulting from the negligence of the applicant.

Nothing in this agreement is intended to or does constitute this agreement as a lease or exclusive right to possession. The applicant's use of the venue is not exclusive and the Mount Alexander Shire Council reserves its rights to enter the venue as is necessary or desired and to allow others to do so, as it sees fit, during the term of the hiring.

The applicant acknowledges the appointment of the Venue Coordinator or its representative to regulate the hiring and exercise the powers of the Mount Alexander Shire Council in respect thereof and will comply with any reasonable requirement of such person.

Special Terms and Conditions for the Castlemaine Town Hall, Castlemaine Market Building and Phee Broadway Theatre.

The hirer must nominate an emergency officer who will be present on the day of hire and book a date with the Venues Coordinator to provide induction training before the commencement of the hire period. Keys will be handed over once this induction is completed.

The kitchen and all equipment are to be completely cleaned by the hirers on completion of the hire if used. Isolation of fire alarm zones for the purposes of using special effects must be approved by Council's. A Risk Management Plan covering any fire alarm zone isolation must be submitted and approved at least 7 days prior to the commencement of the hire period.

The hirer is responsible for seeking advice from the appropriately qualified individuals not employed by Council in meeting its risk management obligations.

If the use of fog / smoke machines is approved, the Hirer must appoint a nominated Fire Warden (spotter) to be on duty for the entire fire alarm isolation period. There are to be no other responsibilities assigned to this person during this time. The hire is to provide copies of the appropriate certificates of competency, training and licenses.

Special Terms and Conditions for the Castlemaine Market Building only

The Market Building houses the Castlemaine Visitor Information Centre in the west-facing aisle. This core function of the building sees the venue open to the public, free of charge, every day of the year (excluding Christmas Day) from 9am to 5pm. Access required outside normal opening times for the Visitor Information Centre will only be permitted by

prior arrangement and any costs incurred, including security arrangements will be paid by the hirer.

The use of the nave and east-facing aisle may require movement of art walls and some office and display furniture. This is built into the hire fees. Such movement will commonly require two staff members, only Council staff may perform this function. Use of art walls must be negotiated with staff and may depend on prior bookings.

If access to the building is required outside normal operating hours to undertake cleaning, the hirer will be responsible for all associated costs including necessary security arrangements. Hirer made isles, passageways and all exit doors are to be kept free from obstruction at all times. As a heritage listed building the Castlemaine Market Building is of great historic significance and has a stringent maintenance policy in place. The hirer shall not use any fixtures or fittings, which damage or disfigure the building and in the event of any damage being caused by the hirer or his/her fixtures or fittings, the hirer shall pay all of Council's costs of repairing such damage.

Council will hold the hirer responsible for the care of the building during the hire and will not tolerate damage to the building, furniture, furnishings, fixtures or fittings.

Decorations are not permitted in the Market Building unless the arranging complies with the following:

Flowers etc. in vases, Balloons, streamers etc. attached to free standing structures.

Under no circumstances will balloons, streamers or any other decorations whatsoever be attached to the wall, ceiling, floor or gas lighting. The cooking of food in the premises is totally prohibited and only food prepared off premises may be served. On a Code Red Fire Day the Castlemaine Visitor Centre will be closed and bookings for the Market Building will be cancelled for the Code Red period. Bookings will be rescheduled where possible or the hirer will be refunded.

Special Terms and Conditions for the Phee Broadway Theatre only

The foyer is a shared public space with the Library and all Hirers must be aware of this and take this into consideration for the duration of the hire period.

Exclusive use of the foyer is not included in the hire of the Theatre. All Hirers must agree to co-operate with Library staff regarding the shared use of the foyer and all amenities areas.

Library hours are:

Mondays to Wednesdays: 10am - 6pm

Thursdays: 10am - 7pm

Fridays: 10am - 6pm

Saturdays: 9.30am – 1.00pm

Sundays: Closed

The foyer is not available to the Hirer during rehearsals (the backstage door off Mechanics Lane must be used for entry and exit purposes).

The foyer is also used for various exhibitions throughout the year. Works on exhibition are not to be obscured or concealed at any time during the hire period.

The foyer may be used on performance nights only for the

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purposes of audience admission, Front of House, box office and refreshments.

The theatre seats 231 people in total, including one permanent wheelchair space. More wheelchair spaces can be made available via the removal of seats in the 1st row if necessary. At least 2 weeks' notice is required if removal of seats in the 1st row is required.