

Conditions of Hire

Community Venues

1. Confirmation of Booking:

- a. A booking will only be considered confirmed when all relevant paperwork is received.
- b. Cancellation of a confirmed booking must be received in writing. Bookings more than \$500 will incur a 10% fee if cancelled later than three (3) days prior to the event.
- c. Bookings are not transferable.
- d. Council reserves the right to cancel the booking if the hirer breaches the conditions of hire.

2. Insurance and Liability:

- a. Hirers of the venue are required to hold Public Liability insurance cover for death, personal injury, and property damage of at least \$20,000,000 for any one event, with a copy of the Certificate of Currency to be provided to Latrobe City Council **no later than three (3) days prior to the event.**
- b. Hirers who do not have their own Public Liability insurance must apply to be covered under Latrobe City Council's Community Liability Pack; www.latrobe.vic.gov.au/clinsurance
- c. Any music played at the venue must be authorised via an APRA licence. Further information can be found at: <http://apraamcos.com.au/music-customers/licence-types>.
- d. All reproduction rights (performance, recording and mechanical) are the responsibility of the hirer.
- e. Sales of goods/merchandise is only permitted as part of a recognised exhibition or trade fair.

3. Fees and Payments:

- a. Invoices must be paid, and proof of payment provided, no later than three (3) days prior to the event occurring. Any technical requirements will be charged after the event.

4. Prohibitions:

- a. The following are prohibited at the venue:
 - i. Smoking (within the building or within 4 metres of any entrance);
 - ii. Glitter, confetti, candles or any other naked flame, smoke machines and any form of pyrotechnics;
 - iii. Animals (except for assistance animals within the definition of the *Disability Discrimination Act 1992*);
 - iv. Obscene or insulting language or disorderly behaviour;
 - v. Games of chance (e.g. gambling) unless in accordance with the Gambling Regulation Act 2003 and with prior Council approval;
 - vi. Property damage, including but not limited to damage to the floor, walls, or any part of the building by nails, screws, adhesive fasteners, or other attachments;
 - vii. Excessive noise;
 - viii. Any signage not approved by Latrobe City Council.
- b. Council reserves the right to prohibit the introduction of alcohol in any of its creative venues. Consumption or sale of alcohol is not allowed without written confirmation from Latrobe City Council and proof of a liquor licence.

5. Venue Access and Use:

- a. Council officers and contractors retain the right to access any and every part of the venue during the booking period.
- b. The hirer is only permitted to use of the parts of the venue indicated on the hire form, and only for the use for which it has been hired. Council retains the right to let any other part of the venue for any other purpose or purposes at the same time.
- c. Hirers are not permitted to exceed the venue capacity.
- d. Council can direct the hirer to engage security at the hirer's cost if the event is deemed to require it.
- e. Any occupation of the venue outside the agreed time will incur an additional cost to the hirer.
- f. Hirers are required to make good any damage caused to the venue, its fixtures, fittings, or any Council equipment as a result of or in connection with the hirer's hire or use of the venue.
- g. All areas must be left in a clean, tidy, and working condition, including all fixtures, utensils etc. All waste is to be put into the bins provided in the venue.
- h. If the venue is damaged or left in an untidy or unclean condition, then the cleaning or removal of rubbish will be carried out by Council at the expense of the hirer.
- i. Any incidents or hazards at the venue must be reported to Council as soon as possible.
- j. Aisles, stairways, passageways and exit doors are to remain free from obstruction; fire extinguishers are not to be relocated or obstructed.
- k. No Council equipment may be used for any purpose unless prior Council approval is provided in writing. This includes removal of chairs and tables and the bringing in of any equipment which may overload the system or damage the building.

6. Indemnity:

- a. Hirers will at all times indemnify, keep indemnified and hold harmless Council, its servants, and agents, and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses, and damages suffered by Council directly or indirectly as a result of or in relation or in connection with the hirer's hire of the venue or use of the venue.
- b. Council does not accept any responsibility for loss of or damage to any property, brought into the venue by the hirer or their workers/contractors.
- c. Council treats all personal and confidential information in accordance with the Privacy Act 2000 (Vic.) and the Health Records Act 2001 (Vic.); in particular, the Information Privacy Principles and the Health Privacy Principles contained within these Acts.

Any disputes arising from interpretation of these conditions will be resolved via a decision of the Latrobe City Council Chief Executive Officer.