

Terms and Conditions - Campbelltown Town Hall Theatre and Campbelltown Arts Centre Venues

These terms and conditions are comprised of:

1. the 'Terms and Conditions'; and
2. the 'Commercial Terms'.

The terms and conditions of hire apply to Campbelltown Town Hall Theatre and Campbelltown Arts Centre Venues. Failure to meet these conditions in full may result in the loss of bond or cancellation of the hirers' agreement.

1 Hire Application

- 1.1 An application for the use of the Council venues shall be made via Council's online booking system enquiry option, or via e-mail. All applications must state the purpose, dates and times the venue is required.

2 The Hirer

- 2.1 The hirer is responsible for the activities associated with the booking and the payment of fees.
- 2.2 Where the hirer appoints a representative to run the event on their behalf, you must nominate a representative aged over 18 years. The representative must be aware of and adhere to all conditions during the period of hire.
- 2.3 The hirer or hirer's representative must be in attendance on the premises for the duration of the booking timeframes and follow instructions given by venue staff.
- 2.4 The hirer is responsible for the conduct and behaviour of all persons and suppliers attending their event and must exercise reasonable care for the safety of all people present.

3 Hire Times

- 3.1 Each booking must include time for set up, pack down and cleaning. Access to the venue outside of the nominated hire timeframes is not permitted unless prior arrangements have been made with Council and any additional applicable fees have been paid. For the avoidance of doubt, the hirer and attendees are not permitted to enter the venue until the specified start time and must exit the venue by the end time specified on their booking.

4 Hire Fees

- 4.1 Hire fees are charges in accordance with Council's annual fees and charges which are published on our website. Council may apply special conditions and hire fees for any activity that is not covered in the current fees and charges.
- 4.2 Each booking generates an invoice for payment. Payment of fees is processed via the online booking system using credit card or BPAY.
- 4.3 The hirer must pay ten percent of the hire fees within 7 days of the confirmation of booking. This is attributed to the total cost of the hirer's booking. Failure to pay can result in automatic cancellation of the booking.

- 4.4 The balance of venue hire fees, any staff and resource fees and the bond (if applicable) must be paid at least 28 days prior to the booking. If your booking is less than 28 days from the date of your application, all fees are payable immediately.
- 4.5 An administration fee may be charged for changes to the booking, as per Council's schedule of fees and charges.
- 4.6 All fees and charges are adopted annually by Council and are subject to change each financial year. Payment methods are listed on the Tax Invoice supplied to you.

5 Regular Hire

- 5.1 Regular bookings are available on weekdays only, including Fridays up to 3:00pm. To qualify as a regular booking, the hirer must schedule ten (10) or more bookings within the same financial year.
- 5.2 A regular hirer is defined as an individual or organisation that books the same Council venue on ten (10) or more occasions within a financial year.
- 5.3 Council will assess and approve regular hirers each financial year. Where a hirer books a venue ten (10) or more times within a single booking period, an applicable regular-hire discount will be applied in accordance with Council's Fees and Charges.
- 5.4 Regular hirers are required to pay monthly in advance for all confirmed bookings.

6 Not-For-Profit and Volunteer Groups

- 6.1 Not for profit and volunteer groups may be eligible to access affordable meeting spaces Monday to Friday between 8.30am and 3.00pm.
- 6.2 The organisation must provide evidence which includes your ABN and registered charity number from the Australian Charity and Not-for-Profit Commission of your not-for-profit status to receive a discount. We will not offer any other discounts.
- 6.3 Discounts are as per the fees and charges listed on Council's website.
- 6.4 Not for profit and volunteer groups must be based in Campbelltown Local Government Area and or Macarthur region.

7 Booking Process

- 7.1 A booking request must be received fourteen (14) days or more, prior to the intended booking date.
- 7.2 Tentative Bookings made by a hirer shall be held no longer than five (5) days. If a tentative booking is not confirmed within this period, then the booking date shall be released for hire.
- 7.3 The hirer must read all the terms and conditions herein and signify their agreement.
- 7.4 If the hirer is hiring the venue on behalf of a registered or incorporated organisation, the hirer must provide a digital copy of the Certificate of Currency for Public Liability Insurance to Council when submitting their agreement (if applicable) and upload it into Council online booking system. A minimum coverage amount of \$20 million is required and an active ABN and/or ACN number.

7.5 Council reserves the right to cancel the booking at any time by giving written notice to the hirer, should the venue be required in extenuating circumstances.

8 Access and Approved Use of Venue

8.1 The hirer must disclose the intended use of the venue, including the nature of the event.

8.2 Hirers can only access the venue during the dates and times specified in their Venue Hire Agreement.

8.3 Access and any instructions including details of the key/card collection will be sent to the hirer prior to the event date, provided all fees have been paid in full and associated documentation has been received.

8.4 It is the hirer's responsibility to make arrangements for the collection and return of keys/cards, where they are required. Access instructions must not be shared with people outside of the hirer listed on the agreement or appointed representative.

8.5 A 'Party Safety Registration Notification' completed online at NSW Police – Register My Party is required for all high-risk bookings. The notification form needs to be completed, and a copy is required to be uploaded onto Council booking system.

8.6 Council retains the right to control the venue including all means of ingress and egress, and over the timing and closing of doors and the admission of the public (including the right to refuse admission to any person or persons attending the event).

8.7 Special conditions may be imposed for some types of events including, but not limited to additional security requirements, traffic control plans, safe work method statements and/or event safety plans. If required, this additional cost must be paid by the hirer.

9 Prohibited Use of the Venue

9.1 Council reserves the right to decline the application for hire, if it constitutes prohibited use of the Venue

9.2 Prohibited uses of the Venue include, but are not limited to:

- a. Any unlawful activities, including but not limited to, underage drinking, unauthorised sale of goods, unauthorised fundraising.
- b. Functions that would be deemed offensive or discriminatory to the community or section of the community, per the standards contained in the Anti-Discrimination Act 1977 (NSW).
- c. Any other activities that would constitute an unapproved activity, per any other clause contained herein.
- d. Any activities that Council deems to be dangerous, offensive or unlawful.
- e. Any activities that Council deems to place the attendees and the community at risk of any physical or mental harm.
- f. Any other activities that Council deems to be inappropriate.

9.3 Council may terminate this Agreement at any time by giving written notice to the hirer, should it be deemed, due to any matter that the intended use of the Venue constitutes a prohibited use.

10 Prohibited Substances

10.1 The hirer is not permitted to take into or use the following within the licensed area or the venue:

- a. Any type of works or other articles deemed to be objectionable including the placing or throwing of flammable or other items
- b. Any chemical substances deemed to be toxic or otherwise dangerous and/or objectionable without prior written consent from Council.
- c. Alcohol or prohibited drugs
- d. Any dangerous goods or weapons without the express written consent from Council.

11 Security Bonds

11.1 A security bond will be required for certain venues and booking types deemed by Council to be high risk. The hirer will be notified at the time of confirmation if a bond is required for their booking and the amount payable as per Council's fees and charges.

11.2 The security bond will be held until the cessation of the venue hire agreement.

11.3 Council will inspect the venue after the event hire. If all conditions have been met, then the bond will be refunded by EFT within fourteen (14) days of the cessation of the agreement.

11.4 Bond deductions will apply for any early access or overstay times within the venue, cleaning if the venue is left in an unsatisfactory condition and any after-hours security or maintenance call outs.

12 Damage/Repairs

12.1 The hirer must report all incidents of damage plus details of any incidents during their event to the venue booking team immediately.

12.2 The hirer is responsible for any damage caused to the venue or any fixtures, fittings, furniture, flooring or equipment including keys/cards.

12.3 Any damage will be repaired by Council at the hirers expense and any other expenses incurred will be deducted from the security bond. We recommend you take photographs of the venue and any damage or uncleanliness before and send them to the venue booking team to support your bond claim.

12.4 Campbelltown City Council accepts no liability for the loss or damage of any equipment or personal effects lost by the hirer or people attending their event.

13 Grant of Licence

13.1 In consideration of the payment of the hire fees, Council grants the hirer a licence of the venue on and subject to these terms and conditions.

13.2 The hirer may only use the venue for the purpose of conducting the event.

13.3 The hirer will not sub-let the venue to any other party and Council staff must have access to the venue at all times.

13.4 Your obligations

The hirer must agree to:

- a. Unless otherwise specified in this agreement, provide all staff, contractors, and/or equipment necessary to undertake and perform the event
- b. Familiarise yourself with the venue and section you have hired
- c. Comply with all laws with respect to the event
- d. Comply with Council Codes and Policies
- e. Comply with the venue requirements
- f. Obtain any approvals necessary, including any approvals from any Authority, for the event
- g. Pay for the costs of Council staff and/or equipment (if any) is deemed required by Council or is requested by you to assist with the event.

14 Right of Entry

14.1 Council staff or nominated representatives may enter and inspect the venue or any part of it at any time.

14.2 The hirer must not obstruct:

- a. Council authorised staff or nominated representative; and/or
- b. Any member of the police force, fire brigade, ambulance service or any other emergency service, from entering the venue.
- c. Campbelltown City Council security and after-hours facility staff.

15 Cancellation and/or Changes to a Booking

15.1 Force Majeure Event

- a. **Force majeure event** means an event in respect of any act, event or cause (other than lack of funds) which is beyond the reasonable control of a party including but not limited to enactment of legislation, acts of god, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, terrorism, rebellion, insurrection, sabotage, epidemic, quarantine restriction, strikes, transportation embargo and failure of or delay in transportation.
- b. If there is a Force majeure event, neither party will be liable for any claim which results from the cancellation or delay of the event.
- c. Both parties agree to negotiate in good faith to reschedule the event in the circumstances where a Force majeure event has delayed or cancelled the event.

15.2 Cancellation

- a. Cancellation must be made via the online booking system or by contacting Campbelltown Arts Centre on cacvenues@campbelltown.nsw.gov.au
- b. Either party may terminate this agreement by providing 28 days' notice in writing to the other party with full refund of paid fees provided to the hirer.
- c. If the hirer terminates this agreement less than 28 days but more than 14 days prior to the event, Council will retain 50% of your venue hire fee to cover administration costs and loss of revenue.
- d. If you terminate this agreement between 14 days and 7 days prior to the event, Council will retain 70% of the venue hire fee.
- e. If you terminate this agreement less than 7 days prior to the event Council will retain 100% of the venue hire fee.
- f. If you terminate this agreement less than 72 hours before the event, Council will retain:
 - i. the venue hire fee;
 - ii. fees and charges;
 - iii. Council staff costs;
 - iv. equipment costs; and
 - v. any other costs arising from this agreement, incurred by Council.
- g. Additional dates or extensions to booking times will incur additional hire fees.

15.3 Notification of changes to dates/times can be made by contacting Campbelltown Arts Centre on cacvenues@campbelltown.nsw.gov.au or via the online booking system up to seven (7) days prior to the scheduled function. Only one free change of date will be permissible, after which each subsequent change will incur an administration fee per Council's Schedule of Fees and Charges.

16 Cancellation by Council

16.1 Some of Council's venues occasionally host large annual events e.g. annual community festivals, elections, etc. which may result in the need to cancel a hirer's booking.

16.2 Where possible a minimum of fourteen (14) days' notice of cancellation will be given.

16.3 A full refund of any fees paid will be processed. No other compensation will be provided.

17 Indemnification from Liability

17.1 The hirer agrees to indemnify Council from any claim (of whatever nature) made in respect of the hirer's use, hirer's attendees, possessions and/or occupation of the premises, except to the extent that any Claim arose as a result of a negligent act or omission of Council.

17.2 External Contractors/ Entertainment (Jumping Castles, Decorators, Caterers etc.)

- 17.3 If the hirer intends to use any equipment to provide service or entertainment such as but not limited to, Decorators or Caterers, the hirer will require permission from Council.
- 17.4 Petting Zoos and Jumping/Water Castles are not permitted without written permission from Council.
- 17.5 The hirer must provide Council with the provider's Certificate of Insurance for Public Liability with minimum \$20 million coverage at least fourteen (14) days prior to the booking.
- 17.6 Council will reserve the right to decline the use of such equipment at the venue, having regard to the safety and suitability of the equipment, relative to the venue.
- 17.7 If Council approves the use of such equipment at the venue, the appropriate use of the equipment will be the hirer's responsibility.
- 17.8 The hirer must provide a silenced generator to power such equipment and ensure that the equipment is adequately secured (e.g. weighted) and not pegged into the ground.
- 17.9 Council is indemnified against any claims for any damage caused or associated with the use of equipment brought to the venue by the hirer.
- 17.10 Council is not liable for any harm or injuries sustained by any individual who has used the equipment brought to the venue by the hirer.
- 17.11 All equipment must be removed at the end of the agreed hire period.

18 Fire and Safety

- 18.1 The hirer is responsible for the safety of people attending their event.
- 18.2 The hirer will be inducted by Council staff for WHS and emergency procedures. The hirer should allow at least 15 minutes hire time for this process.
- 18.3 The hirer must familiarise themselves with the venue's displayed Evacuation Plan, including the location of emergency exit doors, prior to commencing use of the venue.
- 18.4 The hirer must be aware of all fire exits and fire extinguishers and keep them clear.
- 18.5 The hirer must follow the evacuation procedures for the venue.
- 18.6 The hirer must use the venue and equipment in a safe manner and in accordance with applicable laws and Council directions.
- 18.7 The hirer is prohibited from the use of fire at the venue or surrounding grounds, including fire performances, ceremonies, barbecues (gas or fire) without written consent from Council.
- 18.8 Cooking appliances including spits, pizza ovens, deep fryers or naked flame appliances are not permitted to be brought to or used at the venue or surrounding grounds under any circumstances.
- 18.9 Any equipment that may activate the venue's smoke alarm must not be brought into or used within the venue without prior written consent from Council. Use of such equipment without written consent will be considered non-compliance, and the hirer will be liable for any Fire Brigade call-out fees incurred as a result.

- 18.10 The hirer and any attendees are not permitted to smoke at the venue or surrounding grounds.
- 18.11 Fire extinguishers are provided at the venue as a requirement by law and must not be removed or misused. Misuse of this equipment will result in a fee charged to the hirer.
- 18.12 The hirer must inform venue staff if the fire extinguishers have been used in any way.
- 18.13 The hirer is responsible for providing adequate first aid supplies relative to the nature of the venue use for the duration of the hire.
- 18.14 Report any incident or accident to venue staff immediately. If venue staff are not available, call the relevant afterhours number for security or maintenance.

19 Staffing

- 19.1 Council will determine the type and number of Council staff required to safely manage the event, based on the information provided by the hirer. This will include front of house personnel, ushers, security, invigilators, technicians etc.
- 19.2 If the requirements of the event change, or if additional staffing needs are identified, the hirer will be liable for all associated costs for any additional Council staff as determined by Council.
- 19.3 With Council's prior approval, the hirer may engage their own technical staff; however, Council staff will still be required to be present at the event, at the hirer's cost, to supervise, oversee, and manage all technical operations.
- 19.4 The hirer must utilise Council staff at all times during the hire. All venue technical equipment must be operated exclusively by Council staff, or by approved Audio-Visual technicians, with all associated costs payable by the hirer.
- 19.5 A Council technician or approved technician must be present at all times whenever sound, lighting, staging, or other technical equipment is in use.
- 19.6 The hirer is not permitted to access the Theatre unless the approved Council technician is onsite.
- 19.7 Council staff must be engaged for a minimum shift of three (3) to four (4) hours. Penalty rates apply for shifts exceeding eight (8) hours, and for work performed on weekends or public holidays.
- 19.8 All technical and front-of-house staff are legally required to take a 30-minute break every five (5) hours. Event schedules must accommodate these breaks and allow sufficient time for staff meal periods as required.

20 Capacity

- 20.1 The hirer must comply with all Council building, health and safety regulations and must not allow attendance to exceed the certified occupancy or seating capacities of any venue.
- 20.2 The hirer must confirm required capacity in consultation with venue sales and booking staff.

20.3 Council may:

- a. refuse a booking on health and safety grounds; and
- b. restrict entry once legal capacity is reached and implement, at the hirer's cost, any systems needed to enforce occupancy limits.

20.4 Unless otherwise agreed in writing, Council will engage crowd control personnel if deemed necessary, with all associated costs payable by the hirer.

21 Equipment

21.1 The hirer is required to ensure that all venue equipment and/or furniture is clean, undamaged and neatly returned to the applicable location.

21.2 The venue may require you to remove any materials (including cartons, boxes, and handwritten signs and display materials) which are detrimental to the venue's presentation standards. You must comply immediately with any such request.

21.3 All equipment brought in by the hirer must be removed from the premises at the conclusion of the event. Any items remaining within the venue may be charged storage fees until collected. Uncollected items will be disposed of after one (1) month.

22 Electrical Equipment Testing & Display of Certification Tag

22.1 All electrical equipment items brought into the venue must display current electrical inspection tags to prove that the items are in a safe working condition.

22.2 Council maintains the right to refuse use of any electrical item not appropriately tagged and/or identified as potentially hazardous.

23 Obstruction

23.1 The hirer shall not obstruct any stair, exit or path of travel within the building and venue. This includes all open spaces within the building i.e. foyers, public spaces, back of house passageways.

24 Displays

24.1 The hirer must comply with all Council policies and conditions when designing, installing, or displaying any exhibits or installations within the building or venue. Council reserves the right to refuse installation or require the removal of any exhibit or installation that it deems unsafe or in breach of these terms and conditions.

25 Rigging/Suspension

25.1 The hirer must not suspend, or allow the suspension of, any item from any point within the Building or Venue unless the item and its suspension method have been approved in writing by CAC. CAC may grant approval with or without conditions.

26 Electrical Services and Operation of Stage Equipment

26.1 Only technicians approved by Council - including a Council technician or an approved AV technician - are permitted to operate any electrical services, including stage lighting, other lighting systems, and sound

amplification equipment. It is the hirer's responsibility to request and arrange the services of an approved operator.

26.2 All electrical equipment brought into the venue must comply with the relevant Australian Standards and must be tagged and tested accordingly before use.

27 Smoke, Fog and Haze machine Use

- 27.1 The hirer must obtain prior written consent from Council before bringing, installing, or operating any smoke, fog, or haze machines within the venue.
- 27.2 Requests for the use of smoke, fog, or haze machines must be submitted at least two (2) business days in advance to allow Council sufficient time to assess and approve the associated high-risk elements.
- 27.3 Smoke, fog, or haze machines may only be activated, tested, or operated by authorised personnel.
- 27.4 Isolation and reinstatement of any part of the fire detection system or fire panel must also be performed only by authorised personnel.
- 27.5 The hirer must provide Council, in writing, with all dates and times during which smoke, fog, or haze machines will be used. Approval is valid only for the times specified.
- 27.6 Any unapproved use of equipment that activates the venue's smoke detection system will be considered non-compliance, and the hirer will be liable for all Fire Brigade call out fees and any related charges resulting from false alarms.
- 27.7 The hirer must appoint and brief dedicated event wardens responsible for managing emergency situations, assisting in the safe evacuation of guests, and coordinating with Council staff as required.
- 27.8 All equipment must comply with relevant Australian Standards and Council safety policies. Council reserves the right to prohibit use or require immediate shutdown of any machine it deems unsafe or non-compliant.
- 27.9 Council may refuse approval or withdraw previously granted approval if the use of smoke, fog, or haze machines is assessed as unsafe or incompatible with venue operations, other bookings, or council regulations.

28 Walls / Alterations/ Painting

- 28.1 Nails, screws, blu-tack, sticky tape, masking tape (or any other form of adhesive) bills or other decorations or draping must not be affixed to, or in any way deface the venue or licensed area without prior written consent from Council.
- 28.2 The hirer must not paint, drill into, cut string wires or deface penetrate or damage walls, ceilings, partitions, floors, wood, stone concrete (or any part of the venue) without prior written consent from Council.

29 Decorations, Furnishings & Additions

- 29.1 The hirer must not bring into, install, or apply any additional decorations, furnishings, stage properties, electrical installations, appliances, or other materials of any kind within the Venue without the prior written consent from Council.

29.2 Any approved items must be installed at the hirer's cost and removed immediately after the event (or, where agreed, immediately after a series of events), with all removal and reinstatement undertaken at the hirer's cost.

29.3 The use of confetti, streamers, smoke or haze machines, hay bales, or similar decorative materials is strictly prohibited unless expressly permitted in writing from Council.

29.4 All additions, installations, and decorative materials approved by Council must comply with the *Safety Guidelines for the Entertainment Industry 2001* (as amended).

30 Sale of Goods and Merchandise

30.1 The sale of goods within Council venues is prohibited except where goods are sold at charitable events, fairs, markets, or at a pre-approved event.

30.2 Merchandise sold by the hirer in connection with the event must be arranged by the hirer and will attract a 20% commission (incl. GST) on all takings where Council staff are required to operate the merchandise stall. Where the hirer supplies its own staff, a 10% commission (incl. GST) on all takings will apply.

30.3 The hirer is responsible for all costs and expenses associated with the sale of merchandise.

30.4 Council accepts no responsibility for the quality, suitability, or merchantable condition of any merchandise sold. The hirer releases and indemnifies Council from all Liability arising from or related to the sale of merchandise.

31 Lock Procedure

31.1 Where the hirer is responsible for locking a facility, the hirer must ensure all windows and doors are locked.

31.2 All lights and any electrical equipment are turned off after use

31.3 All toilets and amenities are vacant.

32 Children

32.1 Individuals, groups and organisations which hire Council venues for activities which involve children under 18 year must comply with the requirements of the relevant Child Protection Legislation.

32.2 Children on the site are to be supervised at all times by a responsible adult.

33 Animals

33.1 With the exclusion of assistance animals, no animals are permitted at the Venue.

34 Cleaning

34.1 The hirer must leave the venue in a clean and tidy condition, remove all personal property, all decorations, dispose waste into the garbage bins provided and sweep the floors if required to return to venue to a clean condition.

34.2 The hirer should request extra bins if required from the venue booking team.

34.3 If the hirer finds the venue in an unclean condition, they must report this to the venue booking team as soon as possible. Photographic evidence should be provided.

35 Presentation Standards

35.1 The venue may require you to remove any materials (including cartons, boxes, and handwritten signs and display materials) which are detrimental to the venue's presentation standards. You must comply immediately with any such request.

36 No Smoking

36.1 Smoking, including vaping is not permitted in any of Councils' venues or within ten (10) metres of the venue's main doors.

37 Parking

37.1 All vehicles must be correctly parked and cannot be parked on footpaths, forecourt or grass areas.

37.2 Council takes no responsibility for any vehicles or items within those vehicles that are parked at a venue car park or surrounding areas.

37.3 Parking restrictions apply in carparks and surrounding streets.

37.4 Hirers are asked to encourage the use of public transport by people attending their event.

38 Storage

38.1 Storage rooms and cupboards are available to be booked (subject to availability) weekly for regular hirers. Requests for storage will be considered on an individual basis. Storage will be charged for the period that items are stored in the storage area. Please refer to Council's fees and charges for storage fees.

38.2 Due to high demand, if more than one storage area is booked by a hirer, it may be provided on the condition that the storage area is vacated if the demand arises. Council will provide two weeks' notice of cancellation of the hire of the extra storage areas, should a request for storage be received.

39 Catering

39.1 Catering – Arts Centre Catering (Onsite Café)

- a. The hirer acknowledges that the Café located at the venue holds exclusive catering rights for all events unless these rights are expressly waived by Council.
- b. The hirer must submit any catering requirements to the Café no later than fourteen (14) days prior to the event.
- c. The Café will issue a catering quote, and if accepted by the hirer, this quote will form part of the overall fees and charges for the event and will be payable directly to the Café.

- d. Council is the licence holder for the service of alcohol at the venue, and no alcohol may be sold or served by any person other than Council or its authorised representatives unless Council provides prior written consent.

39.2 The preparation, cooking or barbecuing of food within the venue or licensed areas is prohibited unless written approval is granted by Council, and all approved food activities must comply with applicable food safety legislation and Council food safety requirements.

39.3 Catering – Community Venue Hires / External Catering

- a. External catering—including food trucks, food stalls, delivered catering, or the sale or distribution of food is not permitted without prior written approval from Council.
- b. Where approval is granted, the hirer must ensure full compliance with all applicable food safety legislation, Council food safety requirements, and any additional conditions imposed by Council
- c. No food, hot drinks, or alcohol are permitted backstage. Food may only be consumed in the green room, dressing rooms, and foyer.

40 Liquor Licence and Service of Alcohol

40.1 Liquor Licence and Service of Alcohol - Town Hall Theatre

- a. The sale of alcohol at the venue is only permitted for charitable organisations, and only where the hirer submits an Application for a Limited Licence – Single Function to the Independent Liquor & Gaming Authority at least 28 days prior to the event.
- b. A copy of the approved Limited Licence – Single Function must be provided to Council before access to the Venue can be granted.
- c. All alcohol service must be carried out by personnel who hold a current RSA (Responsible Service of Alcohol) qualification.
- d. Council may require the engagement of security personnel at any event where alcohol is served, subject to the conditions of the relevant Liquor Licence and risk assessment.
- e. All required security guards must be engaged through Council and will be provided at the hirer's cost.

41 Media, Promotion, Ticketing and Marketing

41.1 Commencement of any advertising or any sale of tickets for the event is not permitted until contractual and ticketing agreements are complete and deposit payments received.

41.2 For any ticketed events, the hirer must manage their own ticket sales via their own external ticketing platform.

41.3 The hirer must comply with Council's requirements prior to undertaking any marketing or promotional activity.

41.4 The hirer is responsible for the development and distribution of all advertising material associated with the event.

41.5 Copies of all material must be provided to Council for approval prior to the material entering the public domain.

41.6 Council reserves the right to alter how it is represented on your marketing material.

41.7 The hirer is not permitted to use the Council logo without prior written consent from Council.

41.8 The hirer is not permitted to advertise their event on a permanent basis on the exterior of the venue or grounds.

41.9 Some venues offer community noticeboards where hirers can advertise the event. Flyers can be displayed in these instances.

42 Photography, Broadcasting and Television Recording

42.1 The hirer must inform the venue in writing of any intention to photograph, broadcast, televise or record any activity within the venue for the purpose of the event.

42.2 The hirer must pay all fees and costs resulting from such activities and must include in any photography, television or broadcast such material and information as may be required by Council.

43 Copyright

43.1 The hirer must not infringe or allow others to infringe, any copyright or other protected right involved any performance or use of the licensed area for the event.

43.2 If applicable, you must obtain from the APRA/ONEMUSIC or relevant body or any other appropriate person or organisation, all licenses or other approvals as required for the performance of any works to be performed.

44 Noise Controls

44.1 Music sound levels must not cause any disruption or interference to the other occupants of the venue/building or centre of which the venue forms part.

44.2 The hirer must immediately comply with any request from the Council staff to minimise noise levels.

45 Gallery Spaces and Artworks

45.1 The gallery areas will be closed for events, except for prior negotiation with the venue staff.

45.2 The hirer must not cover, handle or endanger any artwork at the venue at any time.

45.3 The hirer will be held liable for any loss occurring to artwork or objects as a result of failure to comply with this clause.

46 Japanese Garden and Sculpture Garden

46.1 If the licensed area includes the Japanese and/or Sculpture Garden (Gardens) the following conditions apply to the use of those areas:

- a. The number of guests is limited to twenty (20) people at any one time within the Tea House located within the Japanese Gardens.
- b. Children must be supervised by an adult at all times.
- c. The hirer or event attendees must not feed the fish or throw any objects into the pond within the gardens.
- d. Furniture and props may only be used in the garden with prior approval of venue staff.
- e. There will be no refund of any part of the licence fee paid by you for use of the gardens in the event of wet weather.
- f. Use of the gardens outside the hours of use will require a security guard to be in attendance and will incur additional fees and charges and access will be via the Garden gates only.
- g. The hirer and event attendees must not enter any restricted areas that are identified within the gardens.

47 Privacy Policy

47.1 Please see the Council's [Privacy Statement](#) on Council's website.

48 Dispute Resolution

48.1 Council will provide a contact point for issue resolution. If unresolved, matters may be escalated under Council's complaints and feedback processes.

Declaration by Hirer

I, the hirer, confirm I am authorised and agree to all terms. I indemnify Council against claims arising from the Event and/or the Hirer's use of the Venue.

Signatures

Party	Signature
Hirer (Signer name and position):	Signature & Date:
Council (Signer name and position):	Signature & Date: