To assist with the success of your hire, Hirers (Hirers) of Yarra Ranges Council Venues (Venues) are required to enter into an agreement with Yarra Ranges Council (Council) that includes the following conditions:

1. **Booking a Venue** 
   1. The Hirer must ensure that the Terms and Conditions of Hire have been read prior to making a booking.
   2. The Hirer must be at least 18 years of age.
   3. Council is under no obligation to accept an application for hire of any of its Venues.
   4. Where applicable, additional information pertaining to the booking that has been requested by Council, including any special requirements of the Hirer and/or attendees, is to be provided to Council at least 14 days prior to the event date.
2. **Fees, Charges & Payments**
   1. Fees and Charges are in line with Council’s Cultural Venues Fees and Charges Policy and are subject to an annual increase in line with the Consumer Price Index.
   2. The fee does not cover the use of non-booked spaces, equipment, storage, or amenities such as telephone use, photocopying or waste removal, unless specifically detailed in Conditions Specific to this Agreement
   3. Council agrees to provide Hirers with up to date and accurate ticket sales figure upon request and will provide a detailed breakdown of monies due to the Hirer within 2 business days from the end of the term of hire.
   4. Council agrees to pay Hirers any monies dues within 20 business days of a valid Invoice being received.
3. **Council Obligations**

Council will:

* 1. Maintain public liability insurance in respect of the Venue
  2. Ensure the Venue is in a clean condition.
  3. Ensure the Hirer has access to the Venue at all times during the term of hire.
  4. Provide the following services as part of this agreement:
     1. Box Office services.
     2. Technical service as per quote.
     3. Lighting and sound equipment as belongs to Council that is available for the term of hire.
     4. Front of house service staff, number to be determined by Council.
     5. Dressing room(s) for the use of the Hirer, artists or their guests for duration of access.
  5. All other costs pertaining to this performance will be met by the Hirer.

1. **Hirer Obligations**

The Hirer will:

* 1. Ensure that any necessary licences and insurances are in place and maintained for the term of hire.
  2. Ensure that all current Health and Safety Legislation is adhered to, that all its agents are properly trained in the use of any equipment that may be necessary and that all materials and equipment brought into the venue are flame proof, Test and Tagged and of a first class standard.
  3. Be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Council may incur as a consequence of the actions of the Hirer or any of the Hirer’s guests while the Hirer has access to the Venue, and shall indemnify Council against any and all legal actions which may arise from the Hirer’s use of the Venue.
  4. Remove all items belonging to the Hirer bought in for the term of hire and use its best efforts to maintain the Venue in the condition it was in at the commencement of the term of hire, subject to usual wear and tear.
  5. By mutual agreement, acknowledge Council on all publicity and promotional material, including posters, programmes and catalogues.
  6. Undertake not to allow any unauthorised fly-posting for this performance.
  7. Inform Council immediately on the Hirer becoming aware of any breakages or damage to the Venue or its fittings or fixtures and pay for any damage or loss suffered by Council that is caused by the negligence of the Hirer.
  8. Return all keys and visitor passes to the Venue to Venue Staff at the end of the term of hire.
  9. Not attach in any way to walls, doors, glass, floors, furniture or fittings in or around the Venue any nails, screws, adhesive tape, signs or other items without the prior consent.
  10. Not serve alcoholic beverages. No liquor of any kind shall, directly or indirectly, be sold or consumed without authorisation from the Venue. The Venue reserves the right to temporarily or permanently suspend service of liquor at any time. The service of alcohol is strictly to be carried out by Council staff. Only beer, wine, champagne, cider will be served in the Venue, no spirits or mixed drinks service is permitted. No BYO alcohol is permitted in the Venue.

Consumption and possession of alcohol is restricted in Council parks, roads and public spaces in and around townships. Infringements can be issued by the Police.

* 1. Not interfere with or alter any of the electrical installations, lighting, sound systems of other technical equipment owned by Council.

1. **Hirer’s warranty and indemnity** 
   1. The Hirer warrants that it has obtained the permission of any and all copyright required to stage the event at the Venue, and that the event does not contain any defamatory material to the Hirer’s knowledge. The Hirer indemnifies Council against any and all claims, costs, actions and damages brought or suffered as a result of breach of this warranty.
2. **Cancellation**
   1. Council must be given 30 days notice if the Hirer wishes to cancel the hiring of the Venue. Cancellations with less notice may incur a cancellation fee.
   2. Council reserves the right to cancel any booking if the venue is required in respect of an election or referendum for the Federal or State Governments. If it is necessary to cancel any booking, the Council will attempt to find an alternative venue or date.
3. **Ticketing and Promotional Service**

The Hirer will:

* 1. Provide all necessary images, marketing copy, and printed materials to Council to be authorised for website and printed displays throughout Council venues.
  2. Be responsible for any marketing and promotional activity, and associated costs, not including services provided by Council.

Council will:

* 1. Display printed materials supplied by the Hirer throughout Council venues.
  2. Display the event on Council website.
  3. Provide ticketing services at Box Office, phone and on Council website.
  4. Display approved Banners at selected venues. Additional costs apply.

1. **Health and Safety**
   1. The Hirer must at all times comply with Yarra Ranges Council Health and Safety policies and procedures, and with State and Federal Health and Safety regulatory standards.
   2. Aisles, stairways, passageways and exit doors are to remain free from obstruction at all times.
   3. Fire extinguishers are not to be relocated or covered.
   4. Emergency Exit doorways and passageways strictly require a clearance of 1.5 metres at all times.
   5. Any incidents and near misses are to be strictly reported to Venue staff for immediate action.
   6. It is the responsibility of the Hirer to ensure that any potentially hazardous materials including cleaning supplies, paint or other chemicals are accompanied by an Australian Material Safety Data Sheet. A copy must be provided to Venue staff prior to bringing materials into the Venue.
2. **Bushfire Season Policy**
   1. Council has ratings for buildings/sites under the bushfire season - workplace relations policy.

Venues are rated as follows:

The Arts Centre – High Risk zone

The Memo – Moderate Risk zone

Montrose Town Centre – Low Risk zone

Mooroolbark Community Centre – Low Risk zone

Yarra Ranges Regional Museum – Low Risk zone

Therefore on:

Code Red days - The Arts Centre and The Memo will be closed

Extreme days – The Arts Centre will be closed

* 1. Cancellations may be made within 24 hours in response to the CFA Fire Danger Rating as posted on the CFA website.
  2. The venue will endeavour to reschedule any activity that is affected by bushfire related cancellation.

1. **Emergency Management** 
   1. Emergency Management including evacuation is the responsibility of Council staff. In the event of an emergency, the Hirer has an obligation to take direction from Council staff and assist the evacuation as directed.
   2. The Hirer agrees to participate in a Venue induction prior to commencement of the Hire, and to nominate wardens to assist Venue staff in the event of an evacuation.
2. **Use of Equipment**
   1. All equipment owned by the Venue must be moved under the direction of Venue staff.
   2. Specialist equipment, such as staging, piano and pull out seating must be moved by Venue staff only.
   3. All technical and plant equipment belonging to the Venue will be exclusively operated by Venue staff.
3. **Public Liability**
   1. The Hirer shall at all times be the holder of a current Public Liability Policy of Insurance providing coverage for an amount of at least $10 million per event;
   2. A Certificate of Currency stating the name of the Hirer, their specified Purpose of Hire, the level of cover, period of cover and any exclusion clauses must be provided to Council as part of this Agreement;
   3. The Hirer is responsible for ensuring that all persons and organisations associated with the Hire, including but not limited to volunteers, the Hirer’s own staff, contractors, sub-hirers and any other third parties, are covered by Public Liability insurance for an amount of at least $10 million specific to any activity or responsibility that those persons and organisations will be undertaking as part of the Hire.
4. **Smoking**
   1. Smoking is not permitted within or around Venues.
5. **Venue Care**
   1. The hirer shall not attach any nails, screws, adhesive tape, signs or other items in any way to walls, doors, glass, floors, furniture or fittings in or around the Venue without prior consent from Council.
   2. No animals are permitted inside our venues except for a guide dog or accredited assistance dog which requires prior consent from Council.
6. **General conditions of hire**
   1. This is an agreement for casual and regular hire of Venues and does not create a perpetual right for any Hirer over any Venue. Nothing contained within these conditions shall confer on a Hirer the right to exclusive possession or right to sub-let the facility in any manner.
   2. Booking confirmation states total booking time which includes any set up and pack down time.
   3. All users of Council Venues are expected to treat others with respect at all times. This means observing the rights of other people and treating people with courtesy and respect.
   4. Discrimination, harassment or physical and verbal intimidation towards other facility users will not be tolerated and may lead to exclusion from Council Venues.
   5. Council reserves the right to uphold the definitions detailed in this document.
   6. The Hirer shall be entitled to use only those areas in the facility requested by the Hirer and approved by Council. Council reserves the right to let any other portion of the buildings for any other purpose or purposes at the same time.
   7. The Hirer must only use the facility for the use specified within their booking.
   8. The Hirer must only use the facility between the hours specified at the time of booking or otherwise with permission of Council.
   9. Council does not accept bookings for birthday functions for persons between the ages of 13 to 20 years at any of its Venues.
   10. All high-risk events such as 21st birthday parties or music gigs must be registered with the local Police. Evidence of registration must be provided prior to the event date.
   11. An Event Management Plan will be required for any event aimed at attracting a large number of people, or where the activity may affect the location and surrounding area prior to, during or after the event.
   12. Council representatives may enter and remain in any part of any Venue at any time.
   13. Council reserves the right to reject or cancel any booking where the activities have been deemed an inappropriate use of the Venue or hazardous to patrons.