



# Warrandyte Arts

(Warrandyte Mechanics' Institute and Arts Association Inc)  
ABN 32 001 058 465

## Warrandyte Mechanics' Institute Hall Venue Hire Terms and Conditions

1. Warrandyte Mechanics Institute and Arts Association Inc (WMIAA) agrees to hire out the hall and its facilities in accordance with the following Terms and Conditions.
2. The **Venue Hire Booking Form** forms part of these Terms and Conditions.
3. WMIAA reserves the right to vary these **Venue Hire Terms and Conditions** at any time, endeavouring to give as much notice as possible to Hirers.

### Use of Facilities

4. Facilities may be used for community or business purposes such as meetings, community education programs, fundraising activities by community groups, conferences, training programs, digital film screenings (subject to copyright provisions) or other cultural events and celebrations.
5. The maximum number of people allowed in the hall for a function is 150 (120 if seated).

### Minimum age

6. The minimum age for a hirer is 21 years.
7. 18th and 21st birthday parties are not allowed.

### Access to the Venue

8. For operational reasons, access to the venue will be restricted outside the times nominated by the Hirer on the Venue Hire Booking Form and the Front Doors will be locked.
9. It is the Hirer's obligation to ensure that sufficient time to set up and pack
10. For the purpose of the venue hire charges, the Booking is deemed to end when all rubbish has been cleared, the location of furniture reinstated for the next Hirer and the last patron has left the venue.

### Assistance with Event Set-up or Audio Visual Equipment

11. WMIAA is a not-for-profit venue that operates with a small number of staff. To keep rates low and accessible for community groups, WMIAA offers venues on a 'bare hire' basis.
12. If hirers require the use of lighting and sound equipment, WMIAA will charge an additional amount to cover contractor costs to set up and operate this.

### Advertising and Publicity

13. Any publicity materials circulated by Hirers should clearly state the name and contact details of the group running the activity and give the Warrandyte Mechanics' address as the location only.
14. Promotional materials should not imply endorsement by the WMIAA of any activities and it must be clear that the WMIAA does not host these external activities unless by agreement.
15. Prior written approval is required to use the WMIAA logo in any promotional material, print or audio-visual display.
16. The walls of the hall must not be used for display purposes.

### Agreed Use

17. The Hirer agrees to use the venue only for the purpose described on the Venue Hire Booking Form. The Hirer agrees that the function, meeting or event will be conducted in a proper orderly and lawful manner.

### Alcohol

18. If alcohol is present during the function, the Hirer shall ensure that the Hirer and their contractors and participants comply with all liquor licencing laws legislation, including Responsible Service of Alcohol, the avoidance of drunkenness or inappropriate behaviour and prevention of the consumption of alcohol by any persons under the age of 18 years.
19. The sale of alcohol on WMIAA premises is not permitted under any circumstances.

### Security

20. The Hirer acknowledges and agrees to video surveillance and recording by WMIAA for security purposes. All video surveillance is conducted in accordance with the Workplace Surveillance Act 2005.

### Basis of the Agreement

21. WMIAA reserves the right to refuse the hire of facilities to any applicant without assigning any reason for such refusal.
22. Performance of this agreement is contingent upon the ability of WMIAA to complete same. Any causes whether stated or not which are beyond the control of WMIAA shall not result in WMIAA being liable for loss of profit or consequential damages whether based on breach of contract warranty or otherwise.

### Bookings

23. Tentative bookings will be held for a maximum of 10 working days, during which time the Hirer will be required to confirm the booking. Tentative bookings that are not confirmed within 10 working days will be released.
24. To confirm a booking, Hirers must complete a Venue Hire Booking Form and return the signed form to WMIAA a confirmation email will be issued to the Hirer.
25. Further to clauses 20 & 21, WMIAA reserves the right to change or cancel any booking without assigning any reason for such change or cancellation.
26. If, through circumstances beyond the control of WMIAA, the hired venue becomes unavailable, WMIAA will not be liable for any loss or damage suffered by the Hirer as a result of the unavailability.

### Cancellations

27. If a confirmed booking is cancelled:
  - a. with less than 5 business days notice, the full venue hire fee will be due and payable.
  - b. with less than 10 business days written notice, 50% of the venue fee will be due and payable.

### Cleaning

28. In order to keep rates low, the venue hire fees only cover the cost of general cleaning. Bins are provided for reasonable amounts of rubbish.
29. The Hirer is responsible for leaving the hall, foyer, stage and committee room clean and tidy, including:
  - a) returning all furniture to its original position after the event;
  - b) removing all rubbish, leftover food etc.;
  - c) cleaning all kitchen equipment and appliances; and
  - d) ensuring all hall-provided crockery and cutlery is washed and restacked in cupboards.



30. WMIAA will charge an additional Cleaning Penalty to any Hirer who fails to leave the hall, foyer, stage or kitchen in an acceptable condition as specified above.

#### Noise and music

31. Loud music must cease by 11pm by law and at any time if the noise level is deemed to be too high.
32. On leaving the hall, please respect the rights of nearby residents.
33. If the use of the venue involves playing or use of music that is copyrighted, the Hirer will require a licence from OneMusic Australia (1300 162 162). Particularly, this is required for all fitness and wellbeing, dance and party type activities.

#### Damages

34. The Hirer will be responsible for any breakage, damage, defect, theft or vandalism to the WMIAA buildings, equipment or its contents during the function or by any patrons or visitors of the Hirer, and WMIAA will charge the Hirer accordingly to replacement or repair.
35. The Hirer must report any damage to the WMIAA Caretaker immediately or on the next business day if the incident occurred after-hours.

#### Deliveries

36. All deliveries to the hall must be prearranged with the WMIAA Caretaker and must be clearly marked with client details. Deliveries will be accepted only on the day of the activity.
37. There are no storage facilities at the hall, therefore Hirers must collect goods immediately after the event or the next business day at the latest.

#### Furniture and Equipment

38. The hall comes with chairs and tables, if required. Hirers may rearrange furniture during the course of an event, however the Hirer is responsible for returning all furniture to its storage location after the event.
39. The WMIAA Caretaker is not available to move furniture.
40. The upholstered chairs should not be stacked any higher than 10 per stack.
41. Unless specifically arranged, the Hirer must not attempt to use any lighting or sound equipment in the Hall.
42. Items belonging to WMIAA back stage or in the committee room are not part of the hiring agreement must not be touched or moved.

#### Heating/Cooling

43. Instructions on use of heaters and air conditioning are displayed at the hall. Hirers must ensure these items are turned off before leaving the premises.

#### Insurance

44. All Hirers must supply a current Certificate of Currency for public liability to WMIAA before a hire can take place. This must have, a maximum limit \$10 million.
45. WMIAA can arrange temporary cover for public liability for one event for a fee of \$35, payable with the deposit. Indemnity is only provided to the Hirer.
46. WMIAA cannot take responsibility for damage to or loss of Hirer's items before, during or after an event and highly recommends that Hirers arrange additional insurance cover, where appropriate.

#### Payment

47. Bookings will be confirmed on receipt of a deposit equal to 50% of the hire fee.
48. The Hirer shall pay the fee by the due date specified on the invoice issued by WMIAA.
49. Payment must be made at least 10 working days prior to the event.

50. The payment of a bond of \$200 per hire will also be required of casual hires, to compensate for any breakages, damage or additional cleaning costs. This will be returned if none of these are incurred.
51. If the piano is to be used, an additional bond of \$300 will be required to cover potential re-tuning etc.

#### Committee room

52. The use of the committee room/kitchen is included with the hire fee. Hirers must be considerate of others using the room at the same time.
53. Hirers may use all equipment and appliances in the room.
54. Hirers using equipment and appliances must clean all items and return the equipment to its original position after use.
55. For food hygiene reasons, leftover food and drink items are removed from the refrigerator daily. Hirers whose event is over multiple days should contact the Hall Caretaker to make arrangements.
56. WMIAA will take no responsibility for any items, food or otherwise, stored in the committee room.

#### Emergency and Evacuation Procedures

57. WMIAA will provide all Hirers with Emergency and Evacuation procedures at the time a booking is made.
58. Emergency and Evacuation procedures are clearly displayed in the Hall. Copies may be obtained from the WMIAA Caretaker.
59. Hirers are responsible for informing event attendees of the Emergency and Evacuation procedures on the day of the meeting, including the location of emergency exits, fire extinguishers and first aid kits.
60. If the Hirer making the booking is not present on the day of the meeting, it is the Hirer's responsibility to designate a representative to inform attendees of the Emergency and Evacuation procedures.

#### Occupational Health and Safety

61. All electrical equipment brought into the hall must be tested and tagged in accordance with the Occupational Health and Safety regulations and Australian Standards.
62. The following must be reported to WMIAA Caretaker the within 24 hours:
  - a) Any injury to people using the hall;
  - b) Any hazard identified or damage caused to the hall or its equipment.

#### Parking

63. There is only limited parking at the rear of the hall. Parking facilities are located behind the Community Centre or across Yarra Street.

#### Rights

64. Nothing in the Venue Hire Agreement confers on the Hirer any rights as a tenant. The relationship between WMIAA and the Hirer is one of Licensor and Licensee.

#### Signage

65. The Hirer shall not erect or place any flag, banner or other signage in or around the meeting rooms or ground floor foyer.
66. Bluetac and tape are not permitted to be used on the meeting rooms or on foyer walls.

#### Smoking

67. Smoking is not permitted inside or outside the WMIAA hall building.

#### COVID 19 Requirements

68. Hirers are required to sign and adhere to the WMIAA COVID-19 Protocol and to require all their attendees to observe that and any social distancing or other Government infection control requirements