

NORTHCOTE TOWN HALL

arts • community • culture

CONDITIONS OF HIRE - revised March 2010

subject to change without notice

189 High Street, Northcote 3070 t: 03 9481 9500 f: 03 9261 4868 ABN: 75 815 980 522

www.northcotetownhall.com.au

CONDITIONS OF HIRE 2009-2010



This document contains information on the Conditions of Hire for the Northcote Town Hall Arts, Community, Culture Venue. If you would like further information in your language call Darebin City Council's Multilingual Telephone Line on 8470 8470.

Italian

Questo documento contiene informazioni sulle condizioni di affitto del Northcote Town Hall come sede di attività artistiche, comunitarie e culturali. Per maggiori informazioni in italiano rivolgersi alla Linea telefonica multilingue del Comune di Darebin al numero 8470 8470.

Greek

Το έγγραφο αυτό περιέχει πληροφορίες σχετικά με τους Όρους Ενοικίασης του Δημοτικού Χολ (Town Hall) του Northcote, σαν τόπου διεξαγωγής Καλλιτεχνικών, Κοινοτικών και Πολιτιστικών δραστηριοτήτων. Αν θέλετε περισσότερες πληροφορίες, στη γλώσσα σας, καλέστε τη Πολύγλωσση Τηλεφωνική Γραμμή του Δημοτικού Συμβουλίου του Darebin στο 8470 8470.

Chinese

本文檔包含有關Northcote市政廳藝術、社區和文化場所租用條件方面的資訊。如需透過自己的母語瞭解更多詳情，請致電戴瑞賓市議會多語種專線8470 8470。

Arabic

ي تتعلل ت بشروق إستنتاج طمرف ر الفنوق والثقفان الشعبية التاب ة لقاع ع مدين ة نورثكوت ة تحتو هذي الوث ه ءاجرلا لاصتلا طخب فتاهلا ددعتم تاغلا عباتلا سلجل تنيدم نيبراد بلع مقرلا لوصحلل بلع ديزم نم .يق عل ة معلوما ءامولعملا مكتغلب 8470 8470 .

Macedonian

Ovoj dokument sodrzi informacii za uslovite za изнајмување на Northcote Town Hall Arts, Community, Culture Venue. Ако сакате повеќе информации на ваш јазик јавете се на повеќејазичната телефонска линија на Darebin City Council на 8470 8470.

Vietnamese

Tài liệu này trình bày chi tiết về Điều kiện Thuê Tòa thị sảnh Northcote, Cơ sở Nghệ thuật, Cộng đồng, Văn hóa. Muốn biết chi tiết bằng tiếng Việt, xin điện thoại cho Đường dây Điện thoại Đa ngôn ngữ của Hội đồng Thành phố Darebin qua số 8470 8470.

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1. DEFINITIONS

In these Conditions of Use, unless inconsistent with the text or the subject matter, the following definitions shall apply:

- "Venue" shall mean Northcote Town Hall - Arts, Community, Culture and shall include a portion or portions of the venue.
- "Venue Manager" shall mean the Venue Manager and shall include any person appointed to act in their absence.

2. APPLICATION FOR HIRE

On completion and signing of the application for Hire Form the Hirer agrees to comply with the Conditions of Hire.

3. BOOKINGS

Advance bookings are required to ensure that the Venue is available. Payment is required upon receipt of an invoice and must be paid within thirty (30) days. Regular hirers who do not pay within 60 days will have their hire suspended. Alterations must be reported immediately. Full payment will be charged if cancellations for bookings are received less than seven (7) days prior to bookings. All cancellations are required in writing. The minimum of **two hours** is required for each booking. Confirmations of booking shall be made in writing. All attempts will be made to allocate groups into the preferred rooms booked. However, it may be necessary to move groups to a similar or up-graded room when groups are incompatible or to maintain maximum venue usage. If your group is moved, you will be notified of this change.

FUNCTIONS:

Casual Function Hire is on Fridays, Saturdays and Sundays. All functions must leave the venue at 1am. If the event proceeds overtime, a charge of \$150 per hour will apply. All functions must be paid in full on initial booking with a complete and signed booking form and require a \$600 bond in cash/cheque to confirm the booking can proceed. The bond is payable to venue staff one week before the function date. A function checklist will be completed for each function and signed by the patron and staff member rostered.

All teenage or 21st parties will require:

- Two registered crowd controllers for the first 100 people and one crowd controller for every other 100 people at the function
- Birthdays, parties or socials with under 18's cannot provide or serve alcohol
- All underage parties must be supervised by a legal guardian and are responsible for the wellbeing of their guests

FESTIVALS/EVENTS/EXHIBITIONS/PERFORMANCES:

A maximum of

- three weekly bookings in a row, or
- one booking each month for 3 consecutive months

will be accepted. Further bookings for the year can only be made after the date of the last booking. The entire venue cannot be booked out at once; two rooms will be withheld, but will be made available if required two weeks prior to the event if it has not been booked out by another community group. A bond of \$600 and 50% of the room hire must be paid in full on at the production meeting. Any additional equipment or room hire will be invoiced after the event.

REHEARSALS:

No permanent bookings will be taken for the Main Hall, Studio 1 and/or 2. Bookings for the studio spaces and main hall can only be booked for **one month** in advance. Hirers are not guaranteed usage of the spaces but will be notified and accommodated into an available and suitable room.

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4. BONDS

A \$600 bond must be payable to venue staff no less than **one week** before the hire date. Bond payments will be banked and return after the invoice has been received, paid in full and notification by the hirer of this payment has been made to the Venue Bookings Coordinator. The bond will be returned in the form of a Darebin City Council cheque. A bond checklist at the end of each function will be completed for each hire.

FUNCTIONS:

A security bond of \$600 will be required for all functions and shall be paid as a guarantee of fulfilment of these conditions and against any damage to the Venue, fittings or furnishings contained therein, and for any abnormal cleaning of the Venue used by the client. A bond checklist will be completed for each hire.

FESTIVALS/EVENTS/EXHIBITIONS/PERFORMANCES:

A repair and cleaning bond of \$600 is required for all hires and shall be paid as a guarantee of fulfilment of these conditions and against any damage to the Venue, fittings or furnishings contained therein, and for any abnormal cleaning of the Venue used by the client. A bond checklist will be completed for each hire. Payment must be made at the production meeting organised by the Northcote Town Hall's Operations Supervisor.

5. PUBLIC LIABILITY INSURANCE

All Hirers are encouraged to obtain their own Public Liability Insurance Policy. Please complete public liability insurance section on booking form. If Public Liability Insurance is required, Venue Staff are required to complete a copy of the "City of Darebin's Casual Hirers Public Liability Scheme" application form for each booking limited to 52 casual bookings per year. This cover is for individuals or groups for non-profit making activities, that do not have existing public liability insurance and is not intended to provide cover for festivals, exhibitions, theatre performances, sporting type activities, rock concerts/performances or hirers involved in a profit making activity where an admission fee is charged.

6. TICKETING INFORMATION AND POLICIES

Northcote Town Hall provides a secure 24 hour web based online ticketing service for all ticketed events held at Northcote Town Hall. The service provides a credit card, EFTPOS and cash transaction service. Online ticketing information also provides opportunities for cross marketing and promotional opportunities between events.

Ticketed performances and events held at Northcote Town Hall will be required to sell 30% of their total tickets per event through the Northcote Town Hall online ticketing service and abide by Northcote Town Hall Online Ticketing Policy. The Online Ticketing and Event Information and Online Ticketing Policy can be obtained at reception at the Northcote Town Hall, or on the Northcote Town Hall website.

For ticketed performances that are a part of a major festival, tickets will be split between the festival and the venue in accordance with their agreement. Both Northcote Town Hall and the hirer will commit to releasing tickets to each other when they near the end of their allocation.

7. ADHERANCE TO HIRE TIMES

The Hirer is to adhere to the start and finish times for hire as booked. An additional fee applies for time used in excess of the hire times. Spaces hired and common areas used must be packed up and left in a clean and tidy condition. The Hirer will be liable for any additional time worked by Venue Staff or additional cleaning that may be necessary. The venue will be closed on Public Holidays.

If the space/s are not vacated by the stated time, the Hirer shall pay:

- Standard rates, as specified in Venue Hire Rates for meetings
- Overtime rates for functions
- Standard or overtime rates for additional time worked by Venue Staff

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MEETINGS:

Hire times are Monday to Friday 8am – 11pm and Saturday & Sunday 8am – 6pm.

FUNCTIONS:

All functions must leave the venue by 1:00am. No extensions will be given. If the event proceeds overtime, a charge of \$150 per hour will apply. Hire times must include setting up and packing/cleaning up. If the function starts early or finishes late, the Hirer will be obliged to pay.

FESTIVALS/EVENTS/EXHIBITIONS/PERFORMANCES:

Hire times must include bump in, preparation, rehearsals, bump out and cleaning up. The Hirer agrees to remove all equipment including sets, props, costumes and other equipment immediately after the last performance. Daily rate refers to the hire of the room between the hours of 8am to 1am the following day. Weekly rate refers to bookings for a consecutive 5-7 days. All bookings must include time for bump in and bump out.

8. LIMIT OF HIRING

The Hirer shall only be entitled to the use of the particular part/s of the building hired. The Venue Manager reserves the right to let any other portion of the building at the same time. Under no circumstances, except by invitation, are members of a group permitted to disturb other groups/individuals using the Venue. No group has the right to monopolise the kitchen areas, unless they have booked the kitchen exclusively. The Venue Manager has the right to cancel any tentative bookings where a booking application form has not been completed within 7 days of making the initial booking.

9. DAMAGE TO COUNCIL PROPERTY

The fittings and fixtures of the Venue must not be broken, pierced by nails or screws or in any other way damaged. The Hirer will be liable for any costs incurred by Council in repairing, making good any damage and any non-routine cleaning of the Venue, its fixtures, fittings and any equipment contained therein. The Hirer must replace any Council property that is deemed by Venue Management to be damaged beyond reasonable repair.

In the event that the Venue, or any curtains, floors, fittings, furniture or equipment is damaged to such an extent that it affects another Hirer's use of the Centre or requires a booking to be cancelled, the Hirer will be liable for all costs and losses incurred by Council (including the costs of repairing such damage), refunds of deposits, hiring fees and other loss of revenue.

No notice, sign, advertisement, scenery, fittings or decorations of any kind may be erected inside or outside without prior consent being obtained in writing.

10. SUB-LETTING

No portion of the Venue shall be sub-let or any occupancy transferred or assigned without written consent by the Venue Manager.

11. REFUSAL TO HIRE

It shall be at the discretion of the Venue Manager to refuse to hire the Venue in any case and notwithstanding that the Venue Manager may have agreed to the hire or that these conditions may have been accepted and signed and monies paid. The Venue Manager shall have full power, if they see fit to cancel such hires and direct the return of monies paid. The Hirer hereby agrees to accept the same and to be held to have consented to any such cancellation and to have no claim at law or in equity for loss or damage in consequence thereof.

12. STAFF ACCESS

Northcote Town Hall – Arts, Community, Culture staff and other authorised Council officers, officials or attendants, shall at all times, be entitled to free access to any and every part of the building.

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13. GOOD ORDER

The Hirer is responsible for the full observance of public decency whilst at the Venue. The Hirer should not allow any activity or lewd behaviour that could offend standards of public decency. The Hirer must observe any directions or instructions given by authorised Council Officers or representatives. No spitting, obscene or insulting language or disorderly behaviour shall be permitted in any part of the Venue and the Venue Manager has the right to refuse admission to any person/s or to remove from the Venue, any person/s doing such things as are prohibited by this clause.

14. SUPERVISION OF GROUPS AND CHILDREN

Groups are reminded that they have a "duty of care" to their members and should be aware of their members location within the Venue at all times. A responsible adult must supervise children at all times. A responsible adult must be in attendance if appliances are to be used by hirers in the kitchen.

15. CLEANING

The Hirer shall leave the Venue in a reasonable clean & tidy condition and shall place all rubbish, refuse and waste matter prior to or at vacation time in bins provided. If the Hirer fails to comply, the Venue will arrange for cleaning and removal of any waste matter and the Hirer will be liable for any costs involved. The Hirer may also incur additional cleaning charges should this be deemed appropriate. Floors that have been soiled unreasonably must be swept, mopped and/or vacuumed as necessary at the conclusion of sessions. Cleaning equipment is available for use. Hirer can access cleaning equipment by arrangement with Venue Staff. Cleaning responsibilities apply to spaces hired and common areas used.

FUNCTIONS:

Confetti or rice for weddings is not permitted in the Venue under any circumstances. Helium balloons are also not permitted in the Venue. Hirers must also remove all drinks, food and externally hired equipment (eg. dance floor, lamps, glassware) on the same day unless organised previously with the Venue Manager. Kitchens that are used by the hirer must be thoroughly cleaned, mopped and all rubbish removed.

16. PROTECTION OF FLOORS

Hirers must not drag chairs and tables across floors. Hirers found in breach will be liable for re-surfacing costs. The Venue Manager may issue directions for the protection of floors, which hirers must comply with. Chair and table trolleys are to be used at all times. Ice or liquids must be enclosed in leak proof containers. No Gaffa, duct tape or masking tape may be used on wooden floors. Any mark-ups may be made using electrical tape only.

17. FURNITURE AND SEATING

The hirer agrees not to make any alteration in the seating arrangement of The Venue without the consent of Venue Manager. Additional charges will be made for requested seating configurations as set out in rates and charges. Hirers are required to set-up and stack away furniture as needed and where directed. Chairs are not to be stacked more than six high. Any 'borrowed' furnishings or equipment must be returned to their rightful place following each use. If furniture is not stacked how and where directed, the Hirer will be liable to pay the standard rate for additional time worked by Venue Staff to re-stack furniture or return furniture to its rightful place.

18. STAGING EQUIPMENT

The Venue maintains a limited supply of lighting and sound equipment including luminaires, control consoles, speakers, microphones and hi-fi equipment which shall be available to the hirer. Hirers are at liberty to bring in their own correctly tagged technical equipment, or hire equipment from an outside source to supplement that which is available in the venue. All rigging and operation of technical equipment must be under the supervision of Venue Staff or a technically competent person. Please request a list of equipment available from venue staff.

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19. CATERING AND KITCHEN

Northcote Town Hall's kitchens are registered under the Food Act as Class 2 (H/1867).

If you are hiring a caterer you will need to provide the caterers registration number on the application form.

If you are self-catering and selling food you will need to complete the Food Safety Program one month before the hire in order to receive a temporary food event permit. Further information can be obtained from Council Health Department (phone 8470 8658) or Venue Staff. The Hirer will be responsible for ensuring that the kitchen is left in a clean and tidy condition, that all equipment, fixtures and utensils are left clean and in good order. All breakage is to be reported to the Venue Manager and associated costs will be the responsibility of the Hirer.

20. LIQUOR

Northcote Town Hall holds an on-premises liquor license (License Number 32279752) and has the right to sell alcohol in accordance to their specified trading hours and conditions . Hirers **cannot** sell alcohol on the premises.

Trading Hours

Sunday between 10am and 11pm

Good Friday and Anzac day between 12noon and 11pm

on any other day between 7am and 1am

Approval/consents

Persons under the age of 18 years are permitted on the licensed premises other than in the company of a responsible adult during trading hours

FUNCTIONS and alcohol :

Birthdays, parties or socials with under 18's cannot provide or serve alcohol.

Northcote Town Hall owns and operates an on-premise liquor license; therefore no temporary liquor license can be submitted. Money sourced from the sale of alcohol from fundraisers/trivia nights is not permitted within the Northcote Town Hall, however other fundraising options are available to organisations eg. wine makers with a vigneron's license may sell by the glass, take orders for bottles but cannot leave the premises. Other options can be discussed with Venue Manager.

FESTIVALS/EVENTS/EXHIBITIONS/PERFORMANCES and alcohol :

Northcote Town Hall owns and operates an on-premise liquor license; therefore no temporary liquor license can be submitted. Northcote Town Hall reserves the right to operate a bar/kiosk for trading during the hire period. Alcohol or alcoholic beverages will not be sold or brought onto the Venue for the consumption at the venue by the Hirer or its servants, employees, members, officers, staff, cast, agents or invitees. A tab on the bar can be requested for the opening night performances only and will be charge to the hirer accordingly.

21. STORAGE

There are no facilities for permanent storage.

22. SECURITY

The Hirer may be directed to ensure the attendance of Police, Fire Brigade, and Security Staff or registered and licensed Crowd Controllers during the period of hire. The Hirer shall be responsible for any costs involved in such attendance. In the case of licensed Security and Crowd Controllers, the number of personnel required will be decided by the Venue Manager having regard to the nature of the hire. If licensed Security and Crowd Controllers are required, they must be in attendance at the Venue from commencement to the end of the hire. If a Hirer fails to adhere to these Conditions, the Venue Manager has the right to cancel the booking.

FUNCTIONS:

All teenage and 21st parties must have two registered crowd controllers for every 100 patrons (or part thereof). The hirer will be responsible for the cost of the employment of crowd controllers at \$40 per hour for each crowd controller, which will be added to the total cost of their booking. The Northcote Town Hall will have the duty of

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organising crowd controllers for the function and the crowd controllers must be in attendance at the Venue from commencement to the end of the hire.

23. ANIMALS

No animals shall be allowed in the Venue without the written consent of the Venue Manager, who may impose any conditions as they see fit. This Condition does not apply to guide dogs under the control of visually impaired persons.

24. OBSTRUCTIONS

The Hirer shall comply in every respect with regulations under all relevant Acts with regards to public buildings for the prevention of overcrowding and the obstruction of passages, corridors, external walkways and disabled access. Any person causing an offence against such regulations shall be asked to leave the Venue. If a Local Law has been breached, the Hirer will be liable.

25. OPEN FLAME LAMPS, FIREWORKS, PYROTECHNIC DEVICES & SMOKE MACHINES

The use of candles, incense, kerosene, spirit type lamps or fire of any kind is strictly prohibited and shall not be used in any part of the Venue. No fireworks, pyrotechnic devices or any like material is permitted in the Venue under any circumstances. Smoke machines may be used with prior approval from the Venue Manager. On written request by the hirer to the Venue Manager, smoke detectors may be isolated, if smoke machines are required for a performance. The Venue Manager will be the sole arbiter regarding this matter.

FUNCTIONS:

No heaters or BBQ's are to be placed on the Roof Top Function Room balcony.

26. PUBLICITY & PROMOTIONAL MATERIAL

Acknowledgement of the City of Darebin Northcote Town Hall must be noted on all publicity and promotional material if your group is in receipt of a Community Grant, Community Rate or Sponsorship from Council of any kind. This should be in the form of the City's and the Venue's logos. Venue Management must sight any material that refers to the Venue and the City of Darebin before such material goes to Press or for printing.

FESTIVALS/EVENTS/EXHIBITIONS/PERFORMANCES:

The Hirer shall be permitted to advertise that the activity is to be presented at The Venue. The presenter's name must be included with the production title. (Eg: Crafty Productions presents *The Laughing Hour* at Northcote Town Hall – Arts, Community, Culture, etc.)

27. ADVERTISING NOTICES

No signs, notices or the like can be displayed outside the Venue or its precincts without the prior consent of Venue Management, and if necessary, Local Laws.

Northcote Town Hall is located in a Heritage Overlay. All signs require a permit other than those listed in clause 52.05-3 of the Darebin Planning Scheme.

28. ELECTRICAL POWER FAILURE

That in the event of a power failure due to industrial dispute or any event beyond the control of City of Darebin, then the Venue, shall not be responsible for the provision of any auxiliary power supply.

29. HEATING AND COOLING SYSTEMS

The heating and cooling of the east side of the building is automatically controlled and is externally monitored. Staff are unable to change or alter the settings and only qualified maintenance staff have access to these controls. The west side of the building which includes the main hall, studio 1&2, foyer, bar and kitchen are heated ONLY. In the event of the heating or cooling breaking, staff will attempt to supply alternative heating and cooling appliances.

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30. EXCESSIVE NOISE

The Northcote Town Hall is in close proximity to residential areas. No amplified or live music is permitted in the Civic Square or Venue without the permission of the Venue Staff. If permission is granted, amplified music must be kept to a minimum AND must not exceed +55 decibels above background noise. In accordance with the conditions of hire, all functions must conclude by midnight or time stated in the booking confirmation. It is the responsibility of the Hirer to ensure that guests leave the venue in a quiet and orderly fashion.

The Hirer shall not allow any activity to occur which could result in complaints being directed to the Venue for excessive noise. In the case of activity outside the building where sound amplification systems are used, the Hirer shall ensure that any loud speakers will be placed in such a position so as to direct the sound away from nearby residential properties. The sound level shall be kept below the EPA recommended measurement for the particular time of day or night and in accordance with Local Laws Any complaints or fines will be the Hirer's responsibility.

31. SMOKING, DRUGS OR ILLEGAL SUBSTANCES

The entire venue is a smoke free environment. Hirers shall ensure that their guests, attendees, staff and contractors observe the smoke free status of the Venue. It is prohibited to smoke inside any Council buildings, and within 3 metres of doorways. No smoking is allowed on the Roof Top Meeting/Function room balcony.

No drugs or illegal substances are to be consumed or brought into the premises. Anyone found to be using or conducting illicit activities will be removed from the Venue.

32. THEFT, LOST AND FOUND

Neither the Venue, nor its servants, shall be liable for any loss or damage sustained by the Hirer or any persons, firms or corporations entrusting to or supplying any article or thing to the client by reasons of such articles or things being lost damaged or stolen. The Hirer hereby identifies the Venue against any claim by such person, firm or corporation in respect of such article or thing.

Northcote Town Hall – Arts, Community, Culture endeavours to return all lost property to its owners. Lost property will be kept for one month and then donated to charity. Patrons are to take all lost property, and refer anyone with a lost item to Venue Management.

33. GAMBLING

Groups wishing to gamble on the premises must apply to the Victorian Casino and Gaming Authority (phone 9651 3333) for an appropriate permit.

34. SPRUICKING

Calling out loud or spruicking in relation to any entertainment or engagement shall not be permitted inside or outside the building, unless prior permission has been obtained.

35. COPYRIGHT AND PERFORMING RIGHTS

The Hirer hereby indemnifies the Council against and claim for breach of Copyright and recommends Hirers contact Australian Performing Rights Association Phone 9426 5200 for more details and permit.

36. VARIATIONS IN CHARGES

The Venue reserves the right to vary the fees and charges as set out in Venue Hire Rates to these conditions at any time without notice.

37. DISPUTES

In the event of any dispute or differences arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of the Venue Manager shall thereon be final and conclusive.

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38. PROMOTION OPPORTUNITY

Groups are able to promote their events on the Northcote Town Hall Website. Please indicate your intentions of this on the Booking Application Form when making a booking. The Arts and Cultural Development Branch at the City of Darebin has a weekly "What's On" column that is emailed out to interested people. If your event is an arts or cultural activity and you would like it advertised for free in this column then email details about the event to lhall@darebin.vic.gov.au or mail to Lesley Hall, Arts and Cultural Development Officer P.O. Box Preston 3072.

39. VENUE SUBSIDIES

"Annual" and **"Out-of-time Venue Facility Hire and Cash Grant"** subsidies are available for City of Darebin community groups wishing to use the venue. Please request an application form from venue staff.

Applications will not be considered without confirmation of booking. If you have difficulty in completing the form, please feel free to contact the Venue Manager to arrange a time for assistance in completing the application.

40. QUALITY SYSTEMS

Northcote Town Hall – Arts, Community, Culture has implemented quality systems conforming to AS/NZS ISO 9001:2000 and welcomes feedback to continually improve its procedures and service from hirers. If you would like to provide feedback, please contact Venue Staff.