

**Council** means Maitland City Council, ABN 11 596 310 805, 263 High Street Maitland NSW 2320

**Hirer** means the person/organisation named on the Hire Application Form

**Venue** means the Maitland Town Hall

Council and the Hirer have agreed that the Venue will be hired on the following terms and conditions:

## **BOOKINGS**

- Applications for hire are to be made by completing and submitting Council's Hire Application Form or via the webform submission & attaching all required documentation.
- A booking is not confirmed until the Hirer has received a booking confirmation from Council.
- The Hirer must disclose the intended use of the Venue, including the nature of the function.
- Council may, at its discretion, decline any application for hire.

## **FEES AND CHARGES**

Hire charges will be in accordance with Council's current schedule of adopted fees and charges.

### **DEPOSIT**

- A deposit is required to secure the booking and must be paid by the Hirer within two (2) weeks of receiving the link to Council's payment portal. The link will be provided via email along with the Booking Confirmation letter. Failure to pay the deposit may result in cancellation of the booking.

### **BALANCE**

- The Hirer must pay the balance of the hire fee and the bond no later than one (1) month prior to the booking. Should the booking occur within one month of receipt of booking confirmation, the payment will be due immediately.

### **BOND**

- Bonds are required for all bookings. If the intended use of the Venue is assessed by Council as having an increased risk, Council may, at its discretion, require the Hirer to pay a high-risk bond.
- Council will be entitled to apply the whole or part of the bond to remedy any breach of these Conditions of Hire (including administration, legal and court costs), and demand from the Hirer any balance owing to it if the bond is insufficient to meet the cost of remedy.

### **DAMAGE**

- Council reserves the right to retain all or part of the bond to cover any costs incurred by Council as a result of the hire of the Venue, including but not limited to, the cost of:
  1. replacement or repair of any damage, breakages or loss caused to the Venue, Venue surrounds, and Venue furniture, fittings, or equipment.
  2. additional cleaning or waste services.
- Subject to the above, Council will refund to the Hirer the bond or the balance of the bond, within fifteen (15) working days after confirming refund details.

## **INSURANCE**

- A Casual Hirer is a hirer (other than an incorporated body, sporting club, association of any kind or profit making/commercial activities). Casual Hirers are covered by Council's Casual Hirers – Public Liability Insurance. Casual Hirers are responsible for the first \$1,000 (excess) of any claim.
- Any Hirer, who is not a Casual Hirer, must provide Council with evidence of the Hirer's current Public and Products Liability Insurance (minimum \$20 million).
- If the Hirer engages any contractor, it is the Hirer's responsibility to sight the contractor's current public liability insurance to cover works/entertainment or security to be provided at the Venue.

## **CANCELLATION**

### **HIRER**

- The Hirer must provide Council no less than (fourteen) 14 days' notice for the cancellation of a booking. Cancellations with less than (fourteen) 14 days' notice will result in loss of the bond.

### **COUNCIL**

- Council reserves the right to transfer or cancel a confirmed booking where deemed necessary due to circumstances including but not limited to:
  - Urgent Maintenance, Programmed Works, and structural repairs.
  - Health or safety concerns to patrons.
  - Extraordinary incidents or unforeseen circumstances.
- Council Officers, in consultation with the hirer, will seek alternative venues where possible, or provide a full refund to the Hirer. Council will be under no obligation to the Hirer to supply a venue if none are available. Council does not take any responsibility or accept any liability for other costs or losses incurred by the hirer, whether related or not, from the cancellation of the booking.

## **ACCESS TO VENUE**

- Council staff will attend each Event to open, close and manage emergency egress.
- Access to the stage for musicians and setting up of equipment is via a loading dock.
- Bump in and Bump Out times to be discussed during enquiry stage and will be charged at half the hourly rate of hire.

## **PROHIBITED USE OF THE VENUE**

### **DECORATING/THEMING**

- The Hirer and attendees must not use, install, attach, or permit the following unless prior written approval from Council:
  - banners or signs or the like to any wall within the Venue.
  - any form of adhesive (blue tac/sticky tape or the like) on any Venue surface.
  - Glitter, hay bales, confetti, rice, rose petals or bubbles inside the Venue.
  - paints, chewing gum.
  - fog machine/fog generator/smoke machine (or similar)
  - barbeques or spit roasts
  - floor standing candelabras within the Venue.
  - open flame (including candles and sterno heating cans)
  - unweighted helium filled balloons or the like (as they may interfere with fire alarms).
  - special effects within (no internal/external fireworks)



## DECORATING/THEMING CONT.

- Decorating the front of the stage – black hooks have been installed for decorations across the front of the stage. The decorations must not cover the ventilation grills under the stage.
- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other e.g. by the use of a power board). Any electrical equipment bought in by the hirer will require prior approval by Council and will need to be tested and tagged by a licenced electrician.
- The Hirer must comply with the current NSW restrictions on certain Single-use plastics, as advised by the Department of Planning and Environment. <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw/banneditems>

## SMOKING

- Maitland City Council Venues are smoke free environments and Council staff will enforce a:
  - Smoking distance of 4 metres of any pedestrian entrance or exit to the Venue.

## ANIMALS

- It is the Hirer's responsibility to ensure that no animals are brought into the Venue (except assistance animals or where Council has otherwise granted special consent).

## CATERED FUNCTIONS, ALCOHOL & SECURITY

### CATERING

- The Management Model for catering at the Maitland Town Hall involves a panel of approved caterers available for events in the Main Hall/Auditorium, Evans Room, and Meeting Rooms. Hirers are required to contact the catering companies directly to request quotes and arrange for packages for each event. The panel of caterers are the only approved operators for the venue.

Access to the commercial kitchen is only available to the caterers within the panel. Contact details for the panel:

Eat Me Catering                      Contact Name: Amanda Suffell  
Contact Phone Number: 0421 502 299  
e: [dine@eatmecatering.com.au](mailto:dine@eatmecatering.com.au) w. [www.eatmecatering.com.au](http://www.eatmecatering.com.au)

Sprout Catering & Kitchen              Contact Name: Jacque and Tom Brown  
Contact Phone Number: 02 4032 7920, Mobile: 0410 409 746  
e: [info@sproutcatering.com.au](mailto:info@sproutcatering.com.au) w: <https://sproutcatering.com.au/contact-us/>

Little Castro Catering                      Contact Name: Damian Beric  
Contact Phone Number: 0497 706 243  
e: [info@littlecastrocatering.com.au](mailto:info@littlecastrocatering.com.au)

### ALCOHOL

- The Caterer is responsible for having a Liquor Licence for Maitland Town Hall functions, or a contractual relationship with a Liquor Licenced provider.

## SECURITY

- Where it is proposed to sell or provide alcohol at Maitland Town Hall, Council may require the Hirer to engage (at the Hirer's expense) a minimum of two (2) registered security personnel. Council is not liable for the actions or conduct of any security personnel engaged by the Hirer.

## NOISE

- The Hirer is responsible for ensuring that noise is kept at acceptable levels and for complying with the noise requirements of the Protection of the Environment Operations Act 1997 (NSW).
- The Hirer must ensure that any music/sound amplification equipment is turned off:
  - a. from 12 midnight on Friday, Saturday, Sunday, or any day preceding a public holiday, and
  - b. from 10pm on any other day.
  - c. Refer to [epa.nsw.gov.au](http://epa.nsw.gov.au) for details.
- The use of any sound amplification equipment outside the Venue is strictly prohibited.
- The Hirer must comply with any instructions provided by Police with respect to noise. The Hirer is liable for any penalty issued under the Protection of the Environment Operations Act 1997 (NSW), as a result of complaints of excessive noise.

## SAFETY

- Maitland City Council staff have the authority to issue directions and instructions to the Hirer and Function attendees concerning operational, security and emergency management matters at the Venue. The Hirer understands and accepts that Maitland City Council staff have the authority to issue such directions and instructions. Directions may relate to building and public safety, removal of an attendee from the Venue, to cease the Function or to exit the Venue.
- The Hirer is responsible for the supervision and safety of attendees at the Venue at all times.
- Where the Hirer provides services to children, the Hirer will comply with NSW Child Protection legislation and will, on request, provide Council with a copy of relevant policies or procedures.
- The Hirer must ensure that the number of attendees at the Venue does not exceed the Venue capacity.
- An induction with Venue staff will be completed with the Hirer to familiarise them with the following:
  - a. safe access, egress points and first aid kit location.
  - b. emergency exits, evacuation plan and external assembly point.
  - c. location of fire extinguishers and fire protection equipment (hose reels, blankets etc.)
- The Hirer is to advise attendees at the Venue of the above information.
- The Hirer must seek the consent of Council for the following:
  - a. working at heights, including on ladders, elevated platforms, scaffolding or rigging.
  - b. working in designated confined spaces, below the stage area or in the roof cavity.
  - c. using strobe or UV lights or working with overhead lighting of stage area.
- The Hirer must seek Council's consent at least fourteen (14) days prior to the booking and provide relevant tickets and safe work method statements.



## **CLEANING**

- The hire fee includes the general cleaning of the hired areas, including the venue toilets. If, upon completion of the hire period, Maitland City Council determines that additional cleaning is necessary for the hired area or venue toilets, the Hirer will be notified at that time. The hirer will be obligated to compensate Maitland City Council for the extra cleaning in accordance with the fees and charges specified for cleaning services.
- Maitland City Council will invoice the Hirer, at cost, for any additional cleaning and the Hirer must pay Maitland City Council within fourteen (14) days of the date of the invoice the amount invoiced or be deducted from the bond.

## **GENERAL CONDITIONS OF USE**

### **EQUIPMENT/FURNITURE**

- It is the Hirers responsibility to ensure that the Hirer or the Function attendee's personal equipment is removed at the conclusion of the Hire period. The Hirer accepts full responsibility for any loss or damage to equipment/fittings/furniture during the hire of the Venue.
- Council will set up and pack down tables and chairs that are available at the Venue in the desired floor plan that is provided prior to the event. Any other furniture hired for the event is the responsibility of the hirer to set up.

### **PARKING**

- Evening and weekend event parking is available on site with the entrance to this car park via Bent Street or Devonshire Street Maitland. During business hours on street parking is available.
- Loading zones in Maitland Administration Car Park are subject to the NSW Parking Rules and loading zone restrictions. For more details on restrictions and prescribed vehicles visit: <https://www.nsw.gov.au/driving-boating-and-transport/roads-safety-and-rules/parking/parking-rules>

### **WIFI**

- Access to Wi-Fi at the Venue is Free, however Council gives no guarantee on any internet access speeds, availability, security, or reliability.

### **PIANO**

- The Grand Piano is located on the stage in the Main Hall/Auditorium and is not to be relocated off the stage.

## **AUDIO VISUAL**

- If the Hirer requires the use of Council's audio equipment or stage lighting, the Hirer must engage the preferred contractor. Contractor details below:
  - Contact Scion Audio and Events – 32/54 Clyde Street, Hamilton North NSW 2292, 4961 3733
- Meeting Rooms have in house AV, confirm with Council your requirements.

## **LEAVING THE VENUE**

- The Hirer must ensure that all events are closed down by 12:00am and all persons have vacated the premises by 1.00am.
- The Hirer agrees to leave the Venue in a clean and tidy condition, including:
  1. All decorations, equipment and supplies are to be removed at the completion of hire. Any hirer seeking an amendment to this clause is to be confirmed with Council prior to the booking.



## **LEAVING THE VENUE CONT.**

2. All garbage bins emptied, and all rubbish removed from the Venue and the Venue surrounds, including broken glass and cigarette butts.

## **USE OF MUSIC**

- If the Hirer intends to use music at the Council facility at any time during the booking and any of the below statements are applicable; the booking will NOT be covered by Council's music copyright licence and the Hirer will require an OneMusic licence. Visit onemusic.com.au to obtain an event licence.
- The booking has an entry fee of \$41 or more and music will be played at the event.
- The booking features a musical performer with a fee of \$50,000 or more.
- The booking has an entry fee of any amount AND features a musical performer with a fee of \$4000 or more.
- The booking involves a fitness/lifestyle class.
- The booking has an entry fee of any amount AND involves a film screening.
- The booking is a dance party.
- The booking involves a dance class, a concert or a recital run by a dance school/dance instructor.
- The booking involves a dramatic production, opera or ballet.

## **INDEMNITY**

- The Hirer agrees to indemnify Council from liability for any loss, damage or injury arising from the Hirer's occupancy of the Venue.

## **PANDEMIC SPECIAL CONDITIONS**

- The Hirer must ensure that its occupancy of the Venue complies with all applicable laws and restrictions (including Public Health Orders) and government advice relating to the pandemic.
- The Hirer must, on request by Council, provide evidence regarding the Hirer's compliance with government restrictions and advice. If such evidence is not provided, Council may decline or cancel the booking.
- If Council considers the Hirer is non-compliant with government restrictions or advice, Council may cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.
- Council may cancel or transfer a confirmed booking where Council considers it necessary (in its absolute discretion) in light of government restrictions or advice. In these circumstances, Council will:
  - a) use reasonable endeavours to offer the Hirer an alternative venue, but is under no obligation to supply a venue if none is available,
  - b) refund or transfer any Council fees associated with the booking (at the Hirer's election) but will not be liable for any other expenses or losses incurred by the Hirer due to the cancellation or transfer of the booking.

## **BREACH OF CONDITIONS**

Any breach of these Conditions of Hire entitles Council to cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.

