

## Theatre Hire Application

Welcome to the Knox Community Arts Centre.

Theatre. Meeting Room. Function Space. Commercial Kitchen. Accessible Amenities.

This venue hire application is required to hire the Theatre within Knox Community Arts Centre.

Knox Community Arts Centre has a theatre and meeting room that are available for hire.

We can accommodate:

- Tired seating for up to 161 for unobstructed audience viewing or up to 100 individual flat floor cabaret seating;
- Intimate theatre setting ideal for close audience engagement;
- Ample stage dimensions with timber floor, spacious wings and orchestra room;
- Contemporary bio-box with modern lighting and AV equipment;
- Projection ideal for film screenings;
- Dressing room facilities;
- Box office/candy bar with fridges and product display units.

For more information such as Technical Specifications, please visit [www.knox.vic.gov.au/hirekcac](http://www.knox.vic.gov.au/hirekcac) or contact us to arrange a venue tour, quote or booking.

Before completing this form, please make contact with team to discuss your activity and venue availability, and arrange a venue tour as required.

Please complete and return this application form at least four (4) weeks prior to your proposed booking date.

Electronic applications (preferred), please send by email to [arts@knox.vic.gov.au](mailto:arts@knox.vic.gov.au)

Hand delivered or posted applications:

Knox Community Arts Centre  
Corner Mountain Highway and Scoresby Road  
Bayswater VIC 3153

## Applicant Details

Name:

Position Title:

Organisation:  
(if applicable)

Address:

Postcode:

Phone:

Mobile:

Email:

## Booking Summary

<b>Event Title:</b>							
<b>Event Type:</b>	Theatre Production			Keynote Event			
	Musical Theatre Production			Workshop			
	Dance Concert			Conference			
	Music Concert			Film Screening			
	Other (Please Specify)						
<b>Dates/Days:</b>							
<b>Time (start to finish):</b>							
<b>Seating Style</b>	Tiered Theatre Style			Round Table Cabaret Style			
<b>Frequency of booking</b>	Solitary		Weekly		Fortnightly		Monthly

## Expected Attendance (per event)

<b>Performers/Participants</b>		<b>Crew</b>		<b>Audience</b>	
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### Requested Rooms / Spaces

Standard Rates		
	Theatre - Space	\$76 per hour
	Theatre – Bump In	\$152 per hour
	Theatre - Performance	\$235 per hour
	Full Venue – Bump In	\$219 per hour
	Full Venue – Performance	\$291 per hour
	Ticketing Service (Optional)	Details provided on request

Community Rates		
	Theatre - Space	\$46 per hour
	Theatre - Bump In	\$121 per hour
	Theatre - Performance	\$145 per hour
	Full Venue – Bump In	\$160 per hour
	Full Venue – Performance	\$180 per hour

**Theatre Space:** Rate includes flat floor & house lights only (no technical equipment or stage access).

**Theatre Bump In:** Rate includes Stage Access, Venue Technician, Venue Standard PA and Lighting Grid. For Bump In/Bump Out time only.

**Theatre Performance:** Rate includes Stage Access, Venue Technician, Venue Standard PA and Lighting Grid. For all times with an audience present.

**Full Venue:** Rates include exclusive access to all spaces.

You may select multiple rates for more accurate pricing. If multiple rates are selected, your quote will be calculated based on the 'Schedule' section on page 4.

All bookings in the theatre must be a minimum of 4 hours. Minimum staffing requirements (FOH & BOH) will be decided at the discretion of Senior Technician/Venue Manager, after event production meeting. Any additional staff required for events, will be at the cost of hirers.

### Schedule

Total Hire Period (minimum 4 hours for theatre hire):

Activity:	Dates:	Access required from:	Access required until:
Bump In / Setup			
Rehearsal			
Rehearsal			
Performance			
Performance			
Performance			
Meeting			
Bump Out			

## Technical Information

For auditorium bookings of a technical nature, the venue technician will make contact prior to your booking date to discuss your technical requirements. Technical documentation such as Lighting Plots, Audio Input Lists, blocking notes, Scripts, Cue Sheets and a Production Schedule will be requested at this time, and required at least one week before the booking commences.

The Venue Technical Specifications Document can be downloaded from the KCAC website.

Hirers are permitted to bring in their own equipment to use at the venue with technician approval to ensure that it is compatible with the venue's systems. **All equipment must have a valid Test & Tag for the duration of the venue hire.**

## Complimentary Equipment

Please specify if any of the following complimentary equipment will be required during your hire period.

Equipment:	Details:	QTY:
<b>Theatre</b>		
Lectern		
Chairs – Black (up to 150)		
Tables – Trestle (up to 10)		
Tables – Round Cabaret (up to 10)		
DVD Player		
Piano*		
Handheld Microphone – Wired (up to 2)		
Foldback Speaker (up to 2)		
Hazer		

\* Grand Piano use is **complimentary** – Piano is only tuned if required by client. Tuning is **not compulsory**, as the piano is frequently tuned throughout the year, although is recommended test before hire date to give ample time to have tuned by venue if required. See next page to request tuning.

## Consumables Purchase

KCAC stocks a range of consumables, which may be purchased for your production/event at any time.  
Please note that **no tape** other than **Electrical Tape** and brand name **Matte Gaff** can be used on the stage.

Consumable (ea):	Details:	Cost:	QTY:	Total:
Gaffer Tape – Nashua 357 (roll)		\$30		
Gaffer Tape – Nashua Matte (roll)		\$35		
Electrical Tape – Black, White, Blue, Yellow, Red, Green (roll)		\$4		
Sharpie - Black		\$5		
Cable Ties (25pk)		\$10		
AA Batteries (30pk)		\$15		
AAA Batteries (30pk)		\$15		
Test & Tag Items (per tag, subject to staff availability)		\$10		
<b>TOTAL:</b>				

## Theatre Equipment Hire

Theatre Equipment Hire prices are calculated per day, capped at 4 days per week.

Equipment (ea)	Details:	Cost	Qty:	# of Days	Total:
Foldback Wedge (Max 4)		\$30			
SM58 (Vocal Mic) (Max 6)		\$10			
SM57 / Rode M5 (Instrument Mic)		\$10			
Wireless Mic – Handheld / Headset Kit (Max 4)		\$25			
Wireless Mic – Handheld / Lapel Kit (Max 2)		\$20			
DI Box (Max 5)		\$10			
Drum Mic Kit (5 mics)		\$40			
LED Followspot		\$40			
Data Projector		\$40			
Grand Piano - Tuning Fee		\$220			
<b>TOTAL:</b>					

### Specialised Equipment Quote Request

If you require equipment not listed above, we may be able to hire it elsewhere on your behalf. Please specify your requirements below, and we will get a no obligation quote from an external supplier. If you choose to go ahead, the total will be added to your final price after your hire period.

Equipment:	Details:	QTY:
Plate/Boundary Mics		
Wireless Mic – Handheld		
Wireless Mic - Headset + Transmitter		
Wireless Mic – Lapel + Transmitter		
Foldback Wedges		
Low Fog Machine		
Birdies		
Other:		
Other:		
Other:		

Other Notes/Requests:

## Deposits

**A booking is not confirmed until a 20% of total hire deposit has been made.**

If another applicant is interested in your dates and a deposit has not been made, you will be contacted to make payment. Failure to pay this deposit will result in the release of your requested date, times and spaces.

## Will alcohol be served at your event?

	Yes	Please note that if alcohol is served, an increased hire bond will apply, and licensed Security staff may be required to be supplied at hirer's expense.						
	No							
If Yes, will the alcohol be sold or given to patrons?					Sold		Given	

**If alcohol is to be served at your event, please provide a copy of your liquor license and RSA certificates for all bar staff a minimum of seven days prior to your event.**

## Bonds

Bonds must be paid no later than seven days prior to your booking, and can be refunded after your booking or held for future bookings. One of the following bond amounts will be applied to your booking based on criteria outlined in Knox's Casual Hire of Community Facilities Policy.

Level 3 Security Bond	\$1,322.00
Level 2 Security Bond	\$789.00
Level 1 Security Bond	\$406.00

## Public Liability Insurance

Your organisation must provide a valid Certificate of Currency of up to \$20 million in Public Liability Insurance. This insurance covers all patrons who participate in your event.

If your organisation does not have Public Liability Insurance, you may be eligible to be covered by Knox City Council's policy. Please contact venue staff for more information.



## Agreement

**In submitting this Venue Hire Application, I/We acknowledge the following (please tick):**

I/We have read and understood the information included in this form for Knox Community Arts Centre and that all information provided in this application is true and correct.	
I/We agree to participate in a production meeting if deemed necessary by the Senior Theatre Technician	
I/We have physically visited and had a tour of the Knox Community Arts Centre	
That I/We will be liable for any hire fees or holding bonds associated with the hire such as repairs or cleaning caused by damages.	
I/We understand that failure to make bond payment in full by the requested date will cancel and invalidate my/our booking.	
Any alterations to the Venue Hire Agreement must be provided in writing <b>no less than 48 hours prior to the change.</b>	
Management reserves the right to charge or withhold the 20% deposit as a result of a late cancellation (within 2 weeks of the booking).	
I/We agree that a 20% deposit is required to hold the booking date(s) and failure to pay the deposit will see the release of the booking.	
I/We understand that it is an OH&S requirement for all bookings including the Theatre, to have a venue technician on duty for the whole booking time. <b>The minimum booking time for the Theatre is 4 hours.</b>	
I/We understand that management reserves the right to decide minimum staffing requirements (FOH & BOH) for bookings, in order to safely meet event requirements, at the expense of the hirer.	
I/We will provide a copy of my/our liquor license and relevant RSAs a minimum of 7 days prior to the event if required.	

## CONDITIONS OF HIRE

I hereby make this application and acknowledge having read the attached Conditions of Hire and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions. I have also read and agree to abide by the cancellation information found within the Conditions of Hire document.

If my application is accepted, then the Facility Manager will prepare a Confirmation of Hire for me to sign. I acknowledge and agree that no agreement for the hire of the Facility will be created unless and until the Facility Manager has counter-signed the Confirmation of Hire (following execution by me) and returned a copy of the fully-signed Confirmation of Hire to me.

Signed:

Name:

Date:

Once your application has been approved, a member of our venue team will contact you to confirm all details, fees and confirm your booking. An event report will be sent to you at this time.

## CONDITIONS OF HIRE

### 1. Application

An application to hire Knox Community Arts Centre (“**the Facility**”) must be made using the supplied booking request form (“**Application**”). The application must be submitted to the venue staff (“**the Facility Manager**”) by email to [arts@knox.vic.gov.au](mailto:arts@knox.vic.gov.au) or delivered to Knox Community Arts Centre, 790 Mountain Highway Bayswater 3153.

When an Application is made by a person on behalf of an organisation, club or group of people, the person making the Application warrants that he or she is authorised by the organisation, club or group of people to submit and sign the Application on their behalf and bind it or them to comply with these Conditions of Hire on its or their behalf. Proof of authorisation must be provided in writing when requested by the Facility Manager.

These Conditions of Hire use the term “**Hirer**” to refer to:

- 1.1 if an Application is submitted by a person on his or her own behalf, that person; or
- 1.2 if an Application is submitted on behalf of an organisation, club or group of people, the person submitting the Application and that organisation, club or group of people.

### 2. Agreement for Hire

2.1 The submission of an Application is an offer by the Hirer to hire the Facility and to enter into an agreement for hire on the terms set out in these Conditions of Hire. The Facility Manager reserves the right to refuse an Application for any reason. In response to an Application by the Hirer, the Facility Manager may send a written acceptance of the Hirer’s request (“**Confirmation of Hire**”) to the Hirer to enter into an agreement with the Hirer. Subject to clause 2.2, an “**Agreement for Hire**” will come into existence between the Facility Manager and the Hirer on the date of the Confirmation of Hire. The Agreement for Hire will be evidenced by the Confirmation of Hire, these Conditions of Hire, and the Application. In the event of any inconsistency between the documents, they shall take precedence in the order stated in the previous sentence.

2.2 In the event that the Facility Manager is only prepared to accept an Application subject to conditions, the Facility Manager will specify such conditions to the Hirer in the Confirmation of Hire. In such

circumstances, an Agreement for Hire will be deemed to come into existence on the Facility Manager's receipt of payment of the Hire Fees by the Hirer.

### 3. Hire Fees

The "Hire Fees" are set out in the Confirmation of Hire. A deposit of 20% of the total Hire Fee must be paid by the Hirer to the Facility Manager in full within seven (7) days of receipt of the Confirmation of Hire or by any other date stipulated in the Confirmation of Hire. The balance of hire fees must be paid no later than 30 days after the confirmation of the final amount due. Failure to pay the Hire Fee by the due date may result in the termination of any other existing or future hire agreements, and further action will be taken by Knox City Council to receive payment.

### 4. Security Bond

A "Security Bond" of the amount nominated in the Confirmation of Hire must be paid in full by the Hirer to the Facility Manager at least seven days before the hire or by any other date stated in the Confirmation of Hire. Failure to pay the Security Bond by the due date may result in the termination of the Agreement for Hire by the Facility Manager.

The Security Bond will be held as security for any damage to the Facility (including the surrounds of the Facility and any equipment or items at the Facility), for any cleaning arranged by the Facility Manager if the Facility is left in an unclean condition or for any other breach of the Agreement for Hire. The cost to the Facility Manager of any damage cleaning, repair or replacement or incurred by the Facility Manager as a consequence of any breach of the Agreement for Hire by the Hirer, will be deducted from the Security Bond. Unless the Facility Manager has recourse, or proposes to have recourse, to the Security Bond, the Security Bond will be returned within 14 business days after the hire.

Where any provision of the Conditions of Hire permits the Facility Manager to retain all or part of the Security Bond in particular circumstances, but the cost of rectifying the circumstances for which the Security Bond may be retained, including, without limitation, making repairs, replacing items or performing cleaning, exceeds the amount of the Security Bond, the difference will be a debt immediately due and payable by the Hirer to the Facility Manager on issue of an invoice by the Facility Manager to the Hirer.

### 5. Condition of Facility

The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of the Facility Manager, the Facility, and all fixtures, fittings, equipment or items at the Facility, are deemed to be in a good and clean condition and working order at the start of the hire.

### 6. Insurance

The Hirer must have public liability insurance with a minimum of \$20 million cover for any one event with respect to any personal injury, death or property damage. The Hirer must provide the Facility Manager with a certificate of currency for the policy, and a copy of the policy. The policy must be valid for the date(s) of hire and provide cover to the satisfaction of the Facility Manager. **Where the Hirer is accessing Council public liability insurance cover, the Hirer is not required to provide a copy of the certificate of currency or policy to the Facility Manager.**

The Facility Manager may terminate any hire of the Facility where a certificate of currency and a copy of the policy are not delivered to the Facility at least seven (7) days prior to the date of the hire.

**7. Indemnity**

The Hirer agrees to indemnify, keep indemnified and hold harmless the Knox City Council, the Facility Manager, their servants and agents, and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by the Knox City Council or the Facility Manager directly or indirectly as a result of or in relation or in connection with the Hirer's hire of the Facility or use of the Facility.

**8. Alcohol**

If alcohol is to be served at the event, the hirer must send a copy of their liquor license and RSA certificates for all bar staff to the Facility Manager a minimum of seven days prior to the event.

The Hirer is not permitted to include alcohol in the price of an entry fee.

The Hirer agrees to abide by the requirements of the liquor license.

**9. Security Services**

The Hirer must engage licensed security services at a ratio of one (1) security guard for every 75 guests for the duration of the event if:

- 9.1 alcohol is planned to be consumed at the event;
- 9.2 the duration of the event will be four or more hours; and
- 9.3 attendance at the event is expected to be more than 75 people.

Security services are not required for bookings for Theatre performances.

The Facility Manager may terminate any hire of the Facility where proof of engagement is not delivered to the Facility Manager at least seven (7) days prior to the date of the hire.

**10. PartySafe Program**

The Hirer must register the event with the Victoria Police PartySafe Program if:

- 10.1 alcohol is planned to be consumed at the event;
- 10.2 the duration of the event will be four or more hours; and
- 10.3 attendance at the event is expected to be more than 75 people.

PartySafe registration is not required for bookings for Theatre performances.

The Facility Manager may terminate any hire of the Facility where proof of registration is not delivered to the Facility Manager at least seven (7) days prior to the date of the hire.

**11. Key Collection and Return**

If keys are required (when no facility or technical staff are present for the hire period) the Hirer must collect the keys directly from the Facility Manager. The Hirer must return the keys to the Facility Manager at a time mutually agreed between the Hirer and Facility Manager, but no later than 48 hours after the hire ceases.

If any key is lost or not returned, the Facility Manager will notify the Knox City Council, who will, in its sole discretion, decide whether to replace the key and/or change the lock(s) relevant to the key. The Facility Manager is required to pay the Knox City Council for all costs associated with the replacement of any key and/or changing of locks at the Facility.

The Facility Manager may retain all or part of the Security Bond if any key is not returned and, if the costs for the replacement of any keys and/or locks exceed the Security Bond, the Hirer must pay the difference to the Facility Manager. The Facility Manager can refuse to hire and can cancel any future booking by the Hirer if the Hirer does not pay the difference within 7 days of a request to do so.

### 12. Setting Up/Packing Up

The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period on the Application. All equipment, goods and other items brought into the Facility by the Hirer must be removed from the Facility at the end of the Hire.

### 13. Noise Levels/Amplification

All music (live or amplified) must cease by **10.00pm Sunday to Thursday or 11.00pm Friday, Saturday and the night before a public holiday. Noise must not commence before 7.00am Monday to Thursday or 9.00am Saturday, Sunday and public holidays.** Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Facility must not be louder than that of a normal conversation when heard at any adjoining buildings, businesses or residences. The Hirer must ensure that his/her/its use of the Facility does not cause any disturbance to the peace and quiet of the neighbourhood.

### 14. Access to the Facility and Exiting the Facility

- 14.1 The Hirer must not access or use any part of the Facility prior to or beyond the hire period. The booking time stated in the Application must include the time at which the first person will arrive at the Facility to set up and the time that the last person will leave the Facility. Any unauthorised access is prohibited. The Hirer must ensure that:
  - 14.1.1 all persons attending the Facility must leave in a quiet and orderly manner at the end of the hire;
  - 14.1.2 all persons have left the Facility and the immediate surround of the Facility by the time stated in the Confirmation of Hire; and
  - 14.1.3 upon exiting the Facility, the Facility is locked.
- 14.2 If the hirer has been allocated keys to the facility, they must ensure that:
  - 14.2.1 the building alarm is disarmed on entry and armed on exit; and
  - 14.2.2 upon exiting the Facility, the Facility is locked.
- 14.3 If the facility is under the supervision of a Theatre Technician for the duration of the hire period, the hirer must ensure that:
  - 14.3.1 no persons attending the Facility enter the theatre space until the Theatre Technician is present;
  - 14.3.2 no persons attending the Facility remain on the premises after the Theatre Technician has left at the end of the hire.

If the Facility is accessed outside of the hire period, or if the Facility or the surrounding area is not vacated by the end time of the hire, this will be a breach of the Agreement for Hire and the Facility Manager may retain the Security Bond.

**15. Cleaning**

The Facility must be kept in good order and must be kept in a clean and tidy state by the Hirer throughout the hire. The Hirer must ensure that at the end of the hire:

- 15.1 all toilets in the Hirer's designated area are flushed, cleaned and facilities are in good order;
- 15.2 the kitchen is left clean and tidy, with benches, sinks and other surfaces left clear;
- 15.3 any crockery, glasses, cutlery and other related items are cleaned and returned to appropriate storage area;
- 15.4 where the dishwasher has been used, this must be emptied and all dishes dried and returned to appropriate storage;

**16. Waste**

At the end of the hire, all waste (rubbish and recycling) must be placed in the appropriate bin or receptacle/removed from site.

**17. Cancellation by Hirer**

Where cancellation is received by the Facility Manager less than 14 days prior to the hire date, a cancellation fee of 20% of the total hire charge (the deposit amount) will apply. Where cancellation is received by the Facility Manager less than 48 hours prior to the hire date, a cancellation fee equal to the total Hire Fees will apply. All cancellations or request to change a booking must be made in writing, by email or mail, to the Facility Manager.

**18. Cancellation by Facility Manager**

The Facility Manager may cancel the booking and terminate the Agreement for Hire if the Hirer breaches the Agreement for Hire. The Facility Manager reserves the right to cancel any booking if:

- 18.1 the Facility is required by the Knox City Council as an Emergency Relief Facility;
- 18.2 the Facility is closed in accordance with Knox City Council's Declared Fire Danger Rating Procedures; or
- 18.3 the Facility is affected by flooding, gas leak, electrical outage, blocked drains or other such incident.

In the event of such termination, the Facility Manager will refund the Hire Fees, Security Bond and any other fees charged to the Hirer. The Facility Manager shall not be liable to pay any other compensation to the Hirer.

**19. Hirer's Use of the Facility**

The Facility Manager grants the Hirer a non-exclusive licence to use the Facility, or such part of the Facility as specified in the Application, for the hire period, for the purposes detailed in the Application, on the terms set out in the Agreement for Hire (unless the Confirmation of Hire specified different hire details, in which case, the Confirmation of Hire shall apply). If the Facility Manager specifies different hire details in the Confirmation of Hire, the Confirmation of Hire will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.2. The Facility must not be used for any purpose other than the purpose stated in the Confirmation of Hire. The Facility Manager has absolute discretion to prohibit access by the Hirer to any part of the Facility including, for example, storerooms, kitchens and any portions of the Facility which are being used by a third party. Members of the Facility Manager's Committee, Knox City Council staff members, and

Facility Manager or Knox City Council contractors shall have access to the Facility at all times. The Hirer agrees that the Facility Manager can hire the Facility, or part of the Facility, to another party on the same day, provided that the other hire will not, in the Facility Manager's reasonable opinion, interfere with the Hirer's use of the Facility.

**20. No transfer of booking or assignment of Agreement for Hire**

A Hirer must not assign the right to use the Facility to any other person, without the Facility Manager's prior written consent, which may be given subject to such conditions as the Facility Manager considers appropriate or may be withheld at the Facility Manager's absolute discretion.

**21. Equipment**

Electrical equipment provided by the Hirer must be tested and tagged by a qualified tester, set up and used safely.

No equipment may be stored by the Hirer at the Facility without the prior written consent of the Facility Manager. Any equipment stored at the Facility is done so at the Hirer's own risk.

**22. Responsibility and Supervision**

A representative of the Hirer must remain at the Facility at all times when the Facility is accessed during the hire period and must ensure that all children (persons under the age of 18) are supervised by an appropriate adult at all times while at the Facility or within the immediate vicinity of the Facility during the hire period. Hirers are responsible for the provision of first aid during the period of booking.

The Hirer must comply with the emergency plan established by the Facility Manager, and any directions the Facility Manager may give, for the handling of any injuries occurring within the Facility or within the immediate vicinity of the Facility.

**23. Child Safe Standards**

If the Hirer is an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic) and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005* (Vic) (as amended from time to time).

**24. Cash Handling**

No cash is to be left by the Hirer at the Facility at any time.

**25. Food and Beverages**

No food or refreshment of any kind shall be sold at the Facility without the prior written consent of the Facility Manager. The Facility Manager may withhold its consent, for any reason, and any consent given can be on any terms the Facility Manager considers appropriate, at its absolute discretion. No consent will be given unless the Hirer demonstrates that it has obtained the necessary permits for the preparation of food for sale. The Hirer must ensure that, where any catering is provided by a person or company that person or company is registered under the *Food Act 1984* (Vic).

The Hirer must not include alcohol in the price of an entry fee.

The Hirer must not allow alcohol to be consumed at the Facility, unless this is expressly permitted in the confirmation of hire provided by the Facility Manager to the Hirer. If the consumption of alcohol is permitted,



then without limiting any of the Hirer's other obligations under this Agreement for Hire, the Hirer must comply with the following requirements:

- 25.1 The Hirer must adhere to the terms and conditions of the liquor licence (eg: the designated area/s in which alcohol is permitted, and the times when alcohol can be consumed).
- 25.2 The Hirer must comply with all requirements of the *Victorian Commission for Gambling and Liquor Reform* (VCGLR).
- 25.3 The Hirer must comply with any further restrictions set out in the confirmation of hire.

## **26. Gambling**

Gambling and gambling equipment is not permitted within the Facility. Raffles (which may require licensing) conducted for fundraising purposes are permitted. Casino nights are not permitted.

## **27. Adult Entertainment**

Adult entertainment is not permitted in any format.

## **28. Smoking and Vaping**

Smoking and vaping are not permitted within or at the Facility, including the immediate vicinity of the Facility and within 4 metres from external doors.

## **29. Candles, flames and pyrotechnics**

The Hirer must ensure that no, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Facility. The Hirer is liable for:

- 29.1 the cost of any attendance by any emergency services at the Facility in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and
- 29.2 any damage to any part of the Facility or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.

Barbecues must be located at least 4 metres from the Facility and gas bottles must not be stored at the Facility.

## **30. Animals**

No animals shall be allowed in the Facility, with the exception of service dogs.

## **31. Safety**

The Hirer must ensure that:

- 31.1 the capacity of the Facility (as notified by any sign or information at the Facility, or in the information sheet (if any) provided to the Hirer) is not exceeded at any time; and
- 31.2 at all times, exits, doors, corridor and gateways are kept clear so that they can be immediately used in the event of an emergency.

## **32. Damage to building, equipment or any item at the Facility**

The Hirer must ensure that the floors, walls or any parts of the Facility are not broken or pierced in any way by any nail, screw or any other means. No audio, electrical or TV installation, decorations, posters, advertisements, flags, shields, emblems or any other thing shall be attached, erected, fixed, hung or displayed



in or on the Facility, unless approval is provided in writing either in the Confirmation of Hire or in response to a written request from the Hirer. The Hirer is responsible for any damage to the building or any internal part of it caused by any such items.

The Hirer is responsible for any damage to the Facility, including the area surrounding the Facility, fences, fittings, furniture, curtains, equipment, and other property at the Facility, that occurs during the hire period or as a result of, or in connection with, the Hirer's hire of the Facility.

### **33. Theft/Loss/Damage**

The Hirer releases, to the fullest extent possible at law, the Facility Manager and the Knox City Council from any liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Facility.

### **34. Release and indemnity in favour of Facility Manager and Knox City Council**

The Hirer will use the Facility solely at the risk of the Hirer and releases to the full extent permitted by law the Facility Manager and the Knox City Council and their servants and agents from all claims and demands of any kind for or resulting from any accident, damage, loss or injury occurring in or at the Facility, except to the extent that any accident, damage, injury or loss is caused by the negligent or unlawful act, omission or default of the Facility Manager or the Knox City Council, as the case may be.

The Hirer at all times indemnifies and will continue to indemnify, hold harmless and defend the Facility Manager and the Knox City Council against any losses which any of them suffer or incur as a result of any demand, suit, action, claim or proceeding against the Facility Manager or the Knox City Council where the losses arise as a direct or indirect result of any of the following:

- 34.1 personal injury, including sickness and death;
- 34.2 property damage;
- 34.3 a breach of an obligation of confidence or privacy, whether under this Agreement for Hire or otherwise;
- 34.4 fraudulent acts or omissions of the Hirer or any of its agents, servants, employees, contractors, associates or invitees;
- 34.5 any wilful misconduct or unlawful act or omission by the Hirer or any of its agents, servants, employees, contractors, associates or invitees; or
- 34.6 any third party claim arising out of a breach of this Agreement for Hire by the Hirer or any of its agents, servants, employees, contractors, associates or invitees (including breach of warranty) or any negligent act or omission of the Hirer or any of its agents, servants, employees, contractors, associates or invitees.

### **35. Signage**

Any signage displayed at the Facility in relation to the Hirer's use of the Facility, must comply with Council's Community Signage on Council Open Space Policy.

### **36. Severance**

If a provision, or part of a provision, in these Conditions of Hire is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision, or

part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of these Conditions of Hire.

**37. Governing Law**

The law of the State of Victoria governs the Agreement for Hire and any legal proceedings or arbitration under the Agreement for Hire.

**38. No restriction of Knox City Council's powers**

The Agreement for Hire does not bind the Knox City Council. The Agreement for Hire does not fetter or restrict the powers or discretions of the Knox City Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Facility, the hire, the Hirer or the Facility Manager.