

## Conditions of Hire

26/10/2021

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This version of Siteworks (Venue) Conditions of Hire applies to all Venue Hire during the COVID-19 pandemic, and reflects the Australian Government's road map for a COVIDSafe Australia, COVID-19 Directions and COVID-19 Guidelines. The Conditions of Hire are subject to change, as per changes to COVID-19 Directions and COVID-19 Guidance.

### 1. COVIDSAFE CONDITIONS

#### 1.1. Definitions

COVID-19 Directions means directions issued pursuant to section 200 of the Public Health and Wellbeing Act 2008 (Vic), or any other direction that the Victorian Government may enact that is related to the COVID-19 pandemic and associated safety measures.

COVID-19 Guidance means guidance (online or otherwise) related to the COVID-19 pandemic and associated safety measures as may be issued by the Department of Health and Human Services and other Victorian Government departments from time to time.

We respectfully acknowledge the Wurundjeri people of the Eastern Kulin Nation as traditional custodians, on whose unceded lands we work and live. We respectfully acknowledge elders – past, present and emerging. And we extend our deepest respects to all First Nations peoples. In the context of the work we do, we express gratitude for our shared connection through place, to the oldest continuing cultures on earth.

### **1.2. Compliance with COVID-19 Directions / Guidance**

The Hirer must comply with all COVID-19 Directions and COVID-19 Guidance.

The Hirer must comply with all reasonable directions and requests made by the Venue to ensure that COVID-19 Directions and COVID-19 Guidance are adhered to (including by attending the Venue's Precinct Safety Induction and complying with the Venue's Safe Use of Venue Guidelines).

The Hirer undertakes to ensure that its staff, employees, contractors, attendees and participants are aware of and comply with all COVID-19 Directions, COVID-19 Guidance, Venue's Safe Use of Venue Guidelines and COVIDSafe Plan and reasonable directions and requests made by the Venue to ensure that COVID-19 Directions and COVID-19 Guidance are adhered to.

The Hirer undertakes to ensure that they and their participants are fully vaccinated for Covid-19 and are able to provide proof of vaccination at check in and on request.

### **1.3. Prior to Booking**

Prior to their booking, and where requested by the Venue, the Hirer must submit a COVIDSafe Plan for the permitted activity occurring in the booked venue. The Venue has the right to cancel the booking without refund of Deposit, in the event that the Hirer does not submit a COVID Safe Plan where requested by the Venue or should the COVIDSafe Plan not adhere to COVID-19 Directions and COVID-19 Guidelines.

The Venue will –

- I. Ensure the Venue is thoroughly cleaned and sanitised daily in accordance with COVID-19 Directions and COVID-19 Guidelines
- II. Ensure that all Venue amenities are cleaned and sanitised daily.

- III. Notify the Hirer of any changes to COVID-19 Directions or COVID-19 Guidelines which may impact the booking.

#### **1.4. Day of Booking**

Booking Times, once confirmed, must be strictly followed to allow for cleaning and sanitation of the Venue if required.

The Hirer must –

- I. Complete a mandatory Venue use agreement.
- II. Ensure that all participants and staff sign in to the venue and have a current proof of vaccination for Covid-19.
- III. Ensure the number of persons within the Venue does not exceed the Venue Patron Limit of the Venue at all times.
- IV. Ensure their attendees, staff and participants adhere to the Conditions of Hire, COVID-19 Directions, COVID-19 Guidelines and the Venue's Safe Use of Venue Guidelines which includes practicing social distancing, maintaining 1.5 meters between each person, and practicing good hygiene and hand-washing before, during and after the Booking.
- V. Ensure their attendees, staff and participants wear a fitted face covering as required unless a lawful exemption applies.
- VI. Ensure they have sufficient staff to ensure adequate cleaning throughout the booking.
- VII. Clean high touch surface areas throughout the booking with cleaning products provided by the Venue.

- VIII. Stay home when sick, and cease using the Venue immediately if unwell and inform the Venue Hire Team as soon as possible. This applies to the Hirer's attendees, staff, contractors and participants.
- IX. Under no circumstances, permit any member of the public not associated with the Booking to enter the Venue.
- X. Remove all personal items, materials and equipment from the Venue at the end of the Booking Time/Date to allow for the Venue to be cleaned and sanitised, unless the Booking is over a series of dates and prior written approval is sought from and provided by the Venue Hire Team.

The Venue reserves the right to cancel the booking in the event that the Hirer fails to comply with the above and will require the Hirer to pay the Venue Hire Fee in full.

- I. The Venue reserves the right to suspend the Booking immediately if the Venue or its associates form the view that the Hirer is not complying with COVID-19 Directions and COVID-19 Guidance.
- II. The Venue has the right to exclude the Hirer or their attendee, staff, contractor and/or participant in the event they present with COVID-19 symptoms and request that they leave the Venue/Precinct.

#### **1.5. Post Booking**

- I. No equipment or belongings of the Hirer are to be left or stored within the Venue, without the prior written approval of the Venue Hire Team.
- II. The Hirer must notify the Venue, as soon as reasonably practicable, in the event that the Hirer or an attendee, staff or participant who attended the Venue becomes infected with COVID-19 within 14 days of the Booking Date.

### **1.6. Cancellation or Change of Date**

- I. The Venue reserves the right to cancel or change the Booking Date/Times, in the event that –
  - i. The booking does not comply with COVID-19 Directions and/or COVID-19 Guidance; or
  - ii. COVID-19 Directions and/or COVID-19 Guidance change prior to the Booking Date.
- II. Where the Booking cannot be rescheduled, the Hirer will be refunded the Venue Hire fee paid.
- III. In the event that the booking is cancelled as a result of a COVID-19 outbreak within the Venue Precinct, or if the Venue Precinct and/or venues are required to be closed as a result of COVID-19 Directions and COVID-19 Guidance, the Hirer will be refunded the Venue Hire Fee paid.

## **2. FEES, CHARGES AND ADDITIONAL COSTS**

The Hirer, indemnifies the Venue, against any losses or claims which results from a cancellation or change in date of a booking.

### **2.1. Deposits**

Where the Venue Hire Fee is greater than \$500, a non-refundable Deposit payment of 50% of the total Venue Hire Fee can be requested to secure a

booking and must be paid within seven (7) days of being invoiced. The Deposit will be deducted from the Venue Hire Fee. If the Deposit is not received within this time, the Venue has the right to release the date(s) to another hirer.

## **2.2. Venue Hire Fee**

- I. Full payment of the Venue Hire Fee must be paid at least 14 days prior to the Booking Date. If payment is not received, the Booking will be cancelled and the Deposit will be retained by the Venue.
- II. Where a booking is made less than 30 days prior to the Booking Date, the Hirer must pay the Venue Hire Fee, and Deposit if applicable, in full at the time of booking.
- III. No new bookings will be accepted if the Hirer has an existing debt with the Venue from a previous booking.
- IV. Payments can be made by Electronic Funds Transfer or by Credit Card over the phone or in person.

## **2.4. Event Staffing**

The Venue reserves the right to specify a minimum number of Venue staff to be engaged or present during the booking, and/or during bump in and bump out. The Hirer will be required to pay any costs incurred for Venue staff for the Hirer's use or as are considered necessary to meet the requirements of the event.

## **2.5. Security**

Depending on the nature of the Booking, the Venue may require security personnel to be present for the Booking. The Hirer will be required to obtain the security personnel and pay for any costs for security to be present. The requirement for security personnel to be present will be confirmed at the time of booking.

## **2.6. Additional Cleaning**

The Hirer will be invoiced for any cost or expense additional to that normally incurred by the Venue for the purpose of maintaining the Venue in a clean and sanitary condition including the cost of waste disposal.

## **2.7. Additional Equipment/Facilities**

At the time of making the booking the Hirer must book any additional facilities and equipment, such as audio visual and furniture. Final confirmation of facilities and equipment required must be received at least ten (10) business days prior to the Booking Date. No additional equipment can be added on the Booking Date.

The Venue may at its discretion make available for the use by the Hirer, at the Hirer's cost, such facilities, equipment, additional areas and services as are required by the Hirer provided that the Venue shall not be responsible for the adequacy or suitability of such facilities, equipment, additional areas or services.

## 3. CHANGES TO BOOKING DATES / CANCELLATION

### 3.1. Changes to Dates

Changes to the Booking Date will be permitted subject to availability. The Hirer must notify the Venue Hire Team of a change to Booking Date(s) at least 7 days prior to the original booking date. A fee of 20% of the Venue Hire Fee will be applied where a change to Booking Date(s) is requested less than 7 days prior to the Booking Date(s). Notice of change to dates must be made in writing and sent to [info@saxonstreet.com](mailto:info@saxonstreet.com)

### 3.2. Cancellation by Hirer

In the event that a confirmed Booking needs to be cancelled, the Venue requires as much notice as possible. Notice of cancellation must be made in writing and sent to [info@saxonstreet.com](mailto:info@saxonstreet.com)

### 3.3. Cancellation by the Venue

- I. The Venue is not responsible for the interruption or cancellation of Bookings due to circumstances beyond its reasonable control. The Venue will not be liable for any costs related whatsoever to the cancellation of a Booking. Venue reserves the right to withhold hiring of the Venue if necessary or due to circumstances beyond its reasonable control.
- II. The Venue reserves the right to cancel Booking, where it becomes clear that the booking/event is of a sensitive nature, is contrary to the venue Rules or falls outside the Venue's Vision – to be renowned for stimulating engagement and cultural exchange through the wonderful and unexpected curiosities of our people and place.



- III. If the Venue is notified of any factor outside of the Venue's interests which is linked to the Booking, the Venue reserves the right to cancel the Booking up to one (1) week prior to the Booking Date. The Venue Hire Fee and Deposit paid will be refunded in full. The Hirer will remain liable to pay any costs for any additional equipment and facilities which has been arranged by Venue on behalf of the Hirer.
- IV. If the Venue is not notified of any factor outside of the Venue's interests, the Venue reserves the right to cancel the Booking up to and during the Booking. Any payment made by the Hirer will not be refunded, and the Venue may seek the remaining Venue Hire Fee and any additional costs incurred by Venue on behalf of the Hirer.

## 4. VENUE HIRE CONDITIONS

### 4.1. Hire Period

- I. The Hirer will be allowed to use the Venue during the agreed Booking Times. Bookings are currently between 8:00am – 10pm. Access to the Venue outside of the agreed Booking Times requires the prior written approval of the Venue Hire Team. Details regarding access to the Venue outside of the agreed Booking Times must be provided by the Hirer at the time of booking.
- II. All bookings are for a minimum of one (1) hours starting on the hour
- III. The Venue buildings and grounds must be cleared by 10.30pm.

#### **4.2. Use of Venue**

- I. Subject to the Venue Hire Agreement, the Venue grants to the Hirer licence and authority to use and occupy the Venue for the purpose only of the agreed use and the Hirer agrees to undertake such use accordingly.
- II. The Hirer is only entitled to use the Venue and the equipment contained therein. Hirer's must not allow their attendees, staff or participants to use other venues, common areas, or outdoor areas other than egress, unless otherwise approved by the Venue Hire Team.
- III. Equipment contained within the Venue must remain in the Venue at all times, and cannot be relocated or moved without the approval of the Venue Hire Team.
- IV. The Venue reserves the right to let, licence, hire or use any other venue, common area or outdoor area, for any other purposes at the same time.
- V. The Hirer, it's attendees, staff, contractors and participants must respect the rights of adjacent users/hirers and not cause undue disruption.
- VI. Hirers are responsible for ensuring that at all times their agents, contractors, employees, attendees and participants are properly supervised and under the control of the Hirer. Any such persons shall observe and comply with all instructions given by the Venue or its associates and with the Conditions of Hire.

#### **4.3. Safe and Proper Use of Venue Venues**

The Hirer will use the Venue and its facilities and equipment in a safe, proper and efficient manner to the satisfaction of the Venue and will immediately comply with any direction given by the Venue or its associates in connection with the safe and proper use of the premises and its facilities and equipment.

#### **4.4. Right of Entry**

The Venue reserves the right to enter the Venue, area or part thereof in respect of which the licence is granted, at any time.

#### **4.5. Venue Patron Limits**

Under the venue's planning and occupancy permit, each Venue has a Patron Limit, which is the maximum number of people allowed within a venue at any one time, and must be complied with at all times during the Booking.

The Venue reserves the right to end the Booking where the Venue Patron Limit is not adhered to, and the Hirer will be required to pay the full Venue Hire Fee.

#### **4.6. Use of Portable Equipment**

No ancillary equipment such as urns, heaters, fans or kettles are permitted to be used within the Venue without the prior approval of the Venue Hire Team.

Any approved portable electrical appliances that are used within the Venue must be tested and tagged in accordance with AS/NZS 3760.

#### **4.7. Heating and Cooling**

The Venue cannot guarantee heating or cooling will be available within the Venue.

#### **4.8. Alterations/Additions**

The Hirer will not make any alteration or additions to the structure, fittings, furniture, facilities or equipment of the Venue.

#### **4.9. Vacating a Venue**

- I. At the conclusion of the Booking Time, the Hirer must ensure that all lights and fans are turned off, and all windows and doors are shut and secured prior to leaving the Venue.
- II. At the conclusion of the Booking Date, the Hirer must remove all items, properties and equipment, together with all other goods of any kind brought into the Venue.
- III. In the event that Hirer fails to remove any or all of its items, property and equipment from the Venue at the conclusion of the Booking Date, an hourly hire fee will apply. The Venue may at the sole risk and expense of the Hirer remove the same.

#### **4.10. Removal of Persons**

- I. Venue and its associates have the right to request the removal from the Venue or Precinct of any person behaving in a disorderly manner. The Venue and its associates may request the Hirer to cease activity if disorderly and unacceptable conduct occurs. It is up to the Venue's associates to use their discretion on all occasions to the running of the activities on the Venue Precinct.
- II. Hirers are not to do or omit to do anything which is of nuisance or annoyance to Venue or to other uses of the Precinct or which in the opinion of the Venue is dangerous, disorderly, riotous, noxious, offensive, illegal, or objectionable.

Any such behaviour will result in immediate removal from the Precinct. Any illegal activities will be reported immediately to the relevant authority.

#### **4.11. Catering**

- I. Catering may be brought to the venue. The canteen and kitchen is a shared space and not a commercial kitchen used for the commercial production of food other than service and storage.
- II. The Venue is not liable for any default by the caterer in the provision of catering services.

#### **4.12. Storage**

There are no facilities for permanent or temporary storage. Any items left within the Venue following the conclusion of the Booking will be discarded, unless prior written approval has been sought from and provided by the Venue Hire Team. The Hirer will be invoiced for any costs associated with waste disposal.

#### **4.13. Animals in Venues**

With the exception of Assistance Animals any animals visiting the Precinct/ Venue, or used in any activity undertaken in the Venue must have prior written approval from the Venue Hire Team. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements.

Assistance Animals are defined by legislation to include Guide Dogs, hearing dogs and any other animal specially trained to assist a person with a disability.

## 5. PRECINCT RULES

### 5.1. Noise

The Venue's precinct has a large number of users and is in close proximity to residential areas. With the number of stakeholders within the Precinct the Venue can't guarantee quiet or any disturbance from other bookings.

To assist with the wide stakeholders across the Venue Precinct, Hirers must note the following:

#### I. Live Music and Amplified Noise

The Venue reserves the right to exercise control of sound levels and amplified or live music within the Venue Precinct. Hirers shall comply with the reasonable determinations of Venue associates in relation to sound level limits within the Venue and/or Precinct. The Venue and its associates reserve the right to stop music or sound in cases of excessive sound level or vibration or where the Venue or its associates believe any personal safety or other venue activities are compromised. The sound levels within the Venue must not exceed 65 decibels from the external spaces.

#### II. Leaving the Precinct

It is the responsibility of the Hirer to ensure their attendees, staff and participants, leave the Venue and Precinct in a quiet and orderly manner, at the conclusion of the Booking.

### 5.2. Paper/Plastic Confetti and Glitter

Paper/plastic confetti, glitter are not permitted to be used inside or outside the Venue or Precinct or adjacent to the Precinct. Hirers are to ensure all attendees, staff and participants are advised of this restriction.

### **5.3. Vehicle Access**

The Venue site is a pedestrian site other than the nominated carpark via Gate 1. The Venue recognises that there may be times where onsite vehicle access is imperative and unavoidable. In this respect –

- I. A 30 minute delivery zone is available within the site along Saxon street via Gate One.
- II. Only under exceptional circumstances and with the prior written consent of the Venue Hire Team can any vehicles be brought onto the site. This must be arranged prior to the Booking Date. All vehicular movement within the site must be managed in line with strict traffic management protocols and under the escort of staff.
- III. Under no circumstances can vehicles remain parked within the 30 minute delivery zone.

### **5.4. Smoking**

Smoking is not permitted within any venues or buildings or in the grounds surrounding the buildings. Smoking is only permitted outside the Site and not within 10 meters of a gate or entrance.

### **5.5. Outdoor Areas**

No structure requiring the use of pegs, poles and digging of holes is permitted to be installed in the site gardens, grounds or lawns under any circumstances. Permission to erect weighted structures on the grounds or lawns must be sought from the Venue Hire Team by written request at the time of booking. In addition, Hirers are not permitted to attach any signage or posters to any part of the buildings or grounds, without the prior approval of the Venue Hire Team.

## 6. INSURANCE

- I. No Hirer will do or permit to be done anything on the Venue Precinct whereby the policy or policies of insurance on the Precinct and/or its contents against damage by fire or otherwise may become void or voidable or whereby the rate of premium thereon may be increased and shall indemnify the Venue in respect of all sums for which it may become liable by way of increased premiums and all expenses incurred in connection with or incidental to any such policy or policies by reason.
- II. The Venue has public liability insurance to protect against third party claims for bodily injury and property damage arising out of its negligence. However, the policy does not cover the liability of any other party. The Hirer is responsible for obtaining and maintaining their own public liability insurance policy and any other required insurances or licenses.

## 7. LOSS AND DAMAGE

### 7.1. Property of the Hirer

- I. The Venue will not be held responsible for loss of, or damage to, property left unattended in the Venue or Precinct prior to, during, or after a booking.
- II. The Venue is not responsible for the loss, damage or theft of any property or money belonging to the Hirer and/or their associated third parties. The Hirer indemnifies the Venue in relation to any losses, claims, damages or demands for payment arising from any breach of copyright, infringement of moral rights, or other unlawful use of intellectual property in the course of use of the Venue.



## **7.2. Damage**

- I. The Hirer shall notify the Venue Hire Team immediately on becoming aware of any damage or loss to the Venue, its facilities or equipment and of any injury to any person whosoever within the Venue Precinct.
- II. All equipment, furniture, fittings and any other property of the Venue remains the property of the Venue. Hirers will make good any costs associated with loss or replacements of these items as a result of their activities at the Venue Precinct. The Hirer shall keep the Venue indemnified from any against all damages, costs, charges and expenses incurred by the Venue in consequence of such damage; including but not limited to:
  - i. Any costs incurred by the Venue in repairing or making good any damage so caused; and
  - ii. All costs, losses, damages and expenses of any kind howsoever arising out of the postponement or cancellation of agreed use or any other

## **8. SERVICE OF ALCOHOL**

- I. Where the Hirer intends to serve alcohol within the Venue, prior written approval must be obtained from the Venue Hire Team.
- II. The Venue does not hold any liquor licence. It is the responsibility of the Hirer to obtain a liquor licence to serve alcohol within a Venue and to comply with liquor licence regulations and conditions.
- III. Service of alcohol must cease fifteen (15) minutes prior to the end of the scheduled booking time.

- IV. Consumption of liquor outside of the Venue is not permitted.
- V. Where alcohol is served to groups over 50 Site staff personnel must be present and paid for.

## 9. COPYRIGHT AND PERFORMING RIGHTS

- I. The Hirer shall not infringe or breach the permit or suffer to be infringed or breached any copyright or performing right or any other protected right in connection directly or indirectly with the agreed use and the Hirer must produce evidence of the necessary authorities/consents from the copyright owner and the author of the work (if different from the copyright owner) in relation to any activity which uses other works and the intellectual property in those other works vests in another party or another party was the author of those works. Further, the payment of all royalties to the Australian Performing Rights Association, One Music Australia or any other like bodies or to any person entitled to be paid royalties shall be the obligation of the Hirer and the Hirer undertakes to pay such royalties as they fall due.
- II. The Venue has limited agreements with One Music Australia to cover recorded background music played within the Venue. This licence does not cover music used in a dramatic context, performed in a concert setting, or where background music is used as a part of an exercise, fitness or dance class, or for a cinema or theatre event. Hirers should contact One Music Australia for more information.

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## 10. FORCE MAJEURE

That in the event of the Venue or Hirer or both parties being unable to perform and discharge their obligations arising out of the Venue Hire Agreement and Conditions of Hire due to strike, civil disturbance, war or act of God then the parties shall be relieved of the irrelative obligations accruing and occurring during such time provided that the time for performance as specified in the Venue Hire Agreement shall not be extended as a result thereof except by written agreement by both parties.