

# THE BARNET LONG ROOM, CUSTOMS HOUSE

## 2011-2012 TERMS & CONDITIONS OF HIRE & SCHEDULE OF ADDITIONAL SERVICES & CHARGES

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The City of Sydney (“the Council”) agrees with the Hirer to the hire and use of the Venue referred to in Schedule One (1) for the purpose indicated on the date, or dates, and at the times shown on the conditions set out below.

**1.01 Venue Hiring Charges**

The Hirer will pay to Council the amounts set out in Schedule One (1) for the hire of the Venue. The Hirer is aware of the amounts of all hiring fees and charges for other services and facilities associated with the use of the Venue.

**1.02 Deposit**

The Hirer will, 14 days of making a tentative booking, pay as a deposit 25% of the total amount payable which will be applied as set out in Clause 8. If the deposit is not received by this date, Council may cancel the tentative booking and hire the venue to another Hirer.

**1.03 Balance**

The balance of the payment must be received by Council at least 3 weeks before the start of the function. If payment in full is not received by this date, Council may cancel the booking and hire the venue to another Hirer.

**1.04 Changes to Requirements**

Any changes requested by the Hirer within 72 hours before the hiring may incur a fee in addition to hiring fees and charges. Council may require payment of any sum payable under this clause within 7 days of the change being accepted by the Council.

**1.05 Bond**

The Council may require a Security Bond. The Security Bond will be refunded if the Venue is left in a satisfactory condition. If any additional charges (e.g. cleaning or repairs) are incurred either before, during or after the event these costs will be deducted by Council from the Security Bond.

**1.06 Damages**

The Hirer must not damage the Venue, or any equipment or facilities provided by Council. If damage is caused, then Council may deduct the costs of repairs, and any loss of income during the repair period, from the Security Bond. If the amounts involved are greater than the Security Bond, then Council may recover any shortfall from the Hirer as a debt due and owing.

**1.07 Insurance**

The Hirer must provide a Certificate of Currency for \$10 Million Public Liability insurance with an insurer acceptable to the City, and noting the City of Sydney as an interested party.

**1.08 Late Conclusion**

If an event is to conclude after midnight, the Hirer must obtain written authorisation from Council. The Hirer also must pay to the Council the additional hourly event/bump out rate.

**1.09 Cancellations**

**A. Cancellation by Client**

The 25% confirmation deposit is made up of two elements – the 10% booking fee and the 15% hiring fee. If the Hirer cancels the booking more than 90 days prior to event commencement, Council will retain the 25% Deposit as a cancellation fee.

Should a confirmed event cancel within 90 days prior to event commencement, the full room hire amount as specified in Schedule 1 is payable.

The 15% hiring fee will be refunded to the Hirer but only if another party books the Venue for the same period as the cancelled booking. The 10% booking fee will be retained to cover administration costs.

**B. Cancellation by Council**

The Council may at any time before the function, cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. If the Council cancels the hire pursuant to this clause 1.09B, all monies paid will be returned to the Hirer. The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

**C. Termination for Breach**

If, at any time, the Hirer is in breach of a material term of these conditions, Council may, in Councils' absolute discretion cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. Should the hire of the venue be cancelled pursuant to this clause 1.09C, the full room hire amount specified in Schedule One shall be payable by the Hirer.

**D. Force Majeure**

If the Hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.

The term "force majeure" means an act of God, a strike, a lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

**1.10 Access to the Venue**

The Council retains the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing of doors and the admission of patrons (including the right to refuse admission to any person or persons).

**1.11 Hire of the Barnet Long Room**

Maximum numbers of persons permitted in Customs House venues.

	<b>Theatre</b>	<b>Reception</b>	<b>Banquet</b>
Barnet Long Room	160	200	150
Pre-Function Lounge	N/A	100	N/A
Balcony	N/A	100	N/A

There is a maximum capacity on Level 1 at any time of 400 persons. The Hirer must not issue tickets or invitations for more than these maximum numbers.

The Hirer must provide security / ushers approved by Council at the Hirer's cost. Minimum crowd control staffing numbers required by Council are listed below:

Less than 200 guests	1
201 – 400 guests	2

**1.12 Tickets**

The issue of all tickets of admission are subject to the direction of the Council.

The Hirer must ensure that Council approves any proposed event floor plan before it is made available for public sale via ticketing agencies (including private agencies, Ticketek or Ticketmaster). Without prejudice to any other rights under this agreement, Council will instruct both the Hirer and the relevant ticketing agency to stop selling tickets if floor plans were not approved by Council, in which case ticket sales must not resume until such time as a floor plan has been approved by Council.

The Hirer must authorise ticketing agencies to make available to Council, whenever requested by Council, information regarding ticket sales. The Hirer must ensure that Council receives regular reports regarding ticket sales. The reports must be submitted to

Council on a weekly basis from ticket sale commencement. Council reserves the right to liaise with ticketing agencies directly to obtain this information.

Breach by the Hirer or its agents of the requirements of this clause will entitle Council to cancel the booking pursuant to clause 1.09C

**1.13 House Seats**

The Hirer will reserve from sale (at no charge) 4 complimentary seats for any publicly accessible events held in the Barnet Long Room. The Council will advise the Hirer by 2.30pm on the day prior to the event if the seats are required, or returned to the Hirer for sale.

**1.14 Box Office**

The Hirer must open the box office for ticket sales and collections a minimum of one hour before each event.

**1.15 Copyright**

The Hirer must not infringe or allow others to infringe, any copyright, performing right or other protected right involved in any performance or use of the venue.

The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the performance of any works to be performed.

**1.16 Photography, Broadcasting and Television Recording**

The Hirer must inform the Council in writing of any intention to photograph broadcast, televise or record any activity within the Customs House.

The Hirer must pay all fees and costs resulting from such activities, and must include in any photography, television, or broadcast such material and information may be required by the Council.

**1.17 Additional Facilities, Equipment and Services**

The Council may allow the Hirer to use additional equipment and services, not provided by the Council. Any facilities, equipment and services must be operated and maintained in accordance with any written or verbal direction given by Council officers from time to time.

**1.18 Additions or Alterations**

The Hirer will not, unless approved by the Council in writing, make any addition or alterations to the structure, facilities, goods equipment or decoration of the venue.

**1.19 Departure from Venue**

The Hirer shall leave the venue, its facilities and equipment in a clean, safe and proper condition as at the commencement of the hiring, to the satisfaction of the Council, and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the Council. The Council shall not have any liability in respect of loss of or damage caused to goods left in the venue.

**1.20 No Smoking, Flammable Liquids or Substances**

Smoking is not permitted within the Venue. The Hirer must not bring into or use in, or permit to be brought into or used in, the Venue or any other part of the building any explosive, fuel, or flammable liquid or substance.

**1.21 Catering**

Any food and/or beverage sold or distributed must be supplied by the caterer nominated by Council.

- 1.22 Advertising and Signage**  
The Hirer must comply with Council's policy "Customs House Signage Conditions" a copy of which forms Attachment A to this document.
- 1.23 Presentation Standards**  
Council may require the Hirer to remove any material (including cartons, boxes, and hand written signs and display materials) which is detrimental to the Venue's presentation standards. The Hirer must comply immediately with any such request.
- 1.24 Council Officers**  
Council Officers or representatives of the Council may be present at every function.
- 1.25 Right of Entry**  
The Council's authorised staff may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct them or any member of the police force, fire brigade, ambulance service or any other emergency service, from entering the Venue.
- 1.26 Lost Property**  
Only Council staff may enter, examine and search the Venue for lost property after the termination of the hire. Any property on being found will be registered and disposed of in accordance with Council policy.
- 1.27 Regulations**  
The Hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.
- 1.28 Use of Dangerous Goods**  
The Hirer must not bring or permit others to bring any dangerous goods or weapons into Customs House, without the express written consent of the Council.
- 1.29 Hirer's Employees and Agents**  
All persons engaged or employed by the Hirer in connection with the Venue hiring must comply with the provisions of this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his or her agents, employees and contractors to observe and comply with these provisions. The Hirer must ensure that all agents, employees and contractors are familiar with the requirements of any applicable occupational health and safety legislation.
- All Hirers and their agents, employees and contractors must comply with by the Council's OH&S policy while on Council's premises.
- A copy of the OH&S policy can be obtained from the Council's website: [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au). A copy can also be obtained Venue Management.
- 1.30 Prohibition of Assignment**  
This Agreement is personal. The Hirer cannot transfer, assign, sub-let or sub-hire his or her rights under this agreement.
- 1.31 Indemnity for Hirers and their Agents**  
The Hirer will indemnify and keep the Council indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the Council's premises except to the extent that such loss, injury or damage is caused by the negligence of the Council, its servants and agents.
- 1.32 Waiver**  
The provisions of this Agreement can only be varied or waived in writing.

**1.33 Interest**

The Council may require the Hirer to pay interest on all monies outstanding to the Council for any period in excess of thirty (30) days after the same becomes due for payment, at the interest rate determined by Council to be payable on overdue rates.

**1.34 Serving of Notices**

Any notice will be given to the parties at the address set out in Schedule One (1).

**1.35 Price Rise**

The Hirer acknowledges that all charges have been calculated in accordance with the fees for the financial year **2011-2012**. If the venue is booked for an event after 30 June 2012, the amount payable for that function may be increased by the Council to reflect the current changes and prices at the time of the function.

**1.36 Surcharges**

A 25% surcharge is applicable for each hire period on Sundays and all Public Holidays.

## 2011- 2012 Schedule of Additional Services and Charges

A variety of additional services and equipment is available to Hirers. The specific needs of some events may require additional staffing and services to maintain our house standards and safety plan. Items not listed in this schedule are provided on quotation.

<b>Additional Venue Hire Hours (subject to availability)</b>	
Additional event Hour	\$380.00
Additional Bump-in or Bump-out hour	\$250.00
A 25% surcharge applies on Sundays and Public Holidays	
<b>Administration Charges</b>	
Additional floor plans (2 included in each hire)	\$138.00
Additional production meetings (2 included in each hire)	\$138.00
Contract revisions (2 included in each hire)	\$138.00
Changes to requirements within 72 hrs of booking period (Clause 1.04)	\$550.00
<b>Staging and Equipment</b>	<b>Per Day</b>
Wireless/Lapel Microphone	\$132.00
Mixing Console 4CH	\$35.00
Mixing Console 12CH	\$93.00
31 Band Equaliser	\$70.00
DI Box	\$24.00
Laptop	\$230.00
LCD Monitor	\$70.00
Media Splitter	\$104.00
Light – Par 56	\$25.00
Light – 1K Profile	\$58.00
VGADA	\$23.00
CD Recording	\$145.00
Flipchart/Whiteboard Size A1	\$25.00
ADSL2 line (per line, per installation) (4 x available)	\$135.00
Analogue line (per line, per installation + calls costs) ( 6 x available)	\$63.00
ISDN line (per line, per installation + call costs) (4 x available)	\$240.00
<b>Staffing – Minimum 4Hr Call</b>	<b>Per Hour</b>
Lighting Operator; Sound Operator	\$90.00
Security Guard; Cloakroom Attendant; Fire Warden; Ushers ; Crew	\$70.00
<b>Cleaning and Rubbish Removal</b>	
Refuse Collection - Commercial Skip (Retail Sales, Exhibitions,)	\$800.00
Cleaning Fee - Hourly rate (In excess of normal cleaning - min 4Hr call)	\$70.00

## **Attachment A: Customs House Signage Conditions**

### **Directional Signage**

Three (3) free-standing directional sign posts (portrait A3 size) are available for use on Ground Floor and Level One at Customs House.

### **Banner Material**

Any material used as a curtain, blind, signage, flag or any similar décor in any part the venue, including the stage must have a Flammability Index (based on a formula in AS1530.2) of no greater than 6, consistent with the BCA NSW Specification C1.10.

Evidence of this flammability index must be forwarded to Venue Management prior to event commencement. Without this confirmation of the materials flammability index, Venue Management reserves the refuse use of the material in the building.

### **Additional Advertising/Display**

No signage or item of display is to be fixed to the building under any circumstances.

Any requests to “decorate” the venue space and building facade with items such as additional lighting and garlands must be put in writing to City Of Sydney Venue Management for approval. A detailed brief must be received at a minimum of 30 days prior to event commencement.

The City of Sydney Venue Management reserves the right to remove any signage or display items around the venue that do not meet the above requirements.