

PADDINGTON TOWN HALL

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 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.

If the Hirer proposes to use the Venue for live performances or any event that involves loud music or noise, the Council may be required to hire part of the Chauvel Cinema. In such case, the Hirer must pay any costs incurred by the Council as a result of the Hirer’s use of the Venue. The need to hire Chauvel Cinema will be discussed with the Hirer prior to the Council entering into any hire agreement with Chauvel Cinema. However, the hiring of Chauvel Cinema will be at the Council’s sole discretion.

1.02 Deposit

The Hirer will, 14 days of making a tentative booking, pay as a deposit 25% of the total amount payable (10% as booking fee and 15% as hiring fee), 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 made 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 an additional fee as specified in the schedule of additional services and charges. Council may require this fee to be paid prior to event commencement.

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 the 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 One (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 the public (including the right to refuse admission to any person or persons).

1.11 Hire of the Main Hall

Maximum numbers of persons permitted in Paddington Town Hall venues.

	Theatre	Reception	Banquet
Foyer and Bar	50	220	50
Main Hall	600	750	500

The City reserves the right to decrease venue capacity pending the nature and scope of particular events.

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 Box Office

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

1.14 Crowd Control for Events

Minimum Number

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
401 – 600 guests	3
600 guests or more	4

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 Sydney Town Hall.

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 that may be required by the Council.

The Council may take photographs, recordings, and footage of the event or exhibition for Council purposes (including promotional, marketing, archival purposes and annual reports).

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 explosive, fuel, or flammable liquid or substance.

Venue Management must approve the use of smoke machines, hazer or oil crackers prior to the hire period. Arrangements for the isolation of smoke detectors/alarms will be organised by Venue Management and all associated costs will be passed on to the Hirer.

1.21 Catering

An appropriate liquor licence is required to serve/sell alcohol in a venue that is licensed under the Local Government’s POPE (Place of Public Entertainment) requirements. The responsibility for the appropriate delivery, storage and service of alcohol during events held in the Venue rests at all times with the holder of the liquor licence.

Paddington Town Hall is open to Caterers with a valid Gold licence from the Restaurant & Caterers Association. A list of all applicable caterers can be found at www.restaurantcater.asn.au

Catering commission is charged in addition to venue hire. Commission fees reflect the costs associated with the maintenance and upkeep of kitchen and bar equipment.

The City reserves the right to charge a flat fee of \$5.00 per person in lieu of commission based on instances of sponsored beverages.

2011-2012 Catering Commission: Commercial Kitchen and Bar Facilities

Event Type	Gala Dinner	Cocktail Reception	*Minimal or No Kitchen Usage
Attendees	Inc GST	Inc GST	Inc GST
<100 guests	\$840	\$555	\$280
100 – 149 guests	\$1,050	\$830	\$415
150 – 199 guests	\$1,260	\$1,090	\$545
200 – 249 guests	\$1,730	\$1,390	\$700
250 – 299 guests	\$2,100	\$1,605	\$805
300 – 349 guests	\$2,630	\$1,945	\$980
350 – 399 guests	\$3,150	\$2,285	\$1,140
> 400 guests	\$3,520	\$2,480	\$1,240

* Minimal kitchen usage – no oven and/or warmer use; no on-site food preparation

1.22 Advertising and Signage

The Hirer must comply with Council’s policy “Paddington Town Hall Signage Conditions”. A copy can be obtained from Venue Management.

- 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 Representatives**
Uniformed representatives of the Council may be present at every function.
- 1.25 Right of Entry**
The Council's authorised staff or nominated representative 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 in to Paddington Town Hall, 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 OHS&R policy while on Council's premises.
- A copy of this policy can be obtained from the Council's website:
www.cityofsydney.nsw.gov.au. A copy can be obtained from 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 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.

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.

Additional Venue Hire Hours (subject to availability)	
Additional Event Hour	\$390.00
Additional Bump-in or Bump-out hour	\$560.00
A 25% surcharge applies on Sundays and Public Holidays	
Administration Charges	
	Per Item
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 72hrs of booking period (Clause 1.04)	\$550.00
Staging and Equipment	
	Per Item
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
Staging	\$515.00
Red Carpet – Front Entry	\$110.00
ISDN line (per line, per installation + call costs)	\$240.00
ADSL2 line (per port, per installation + call costs)	\$135.00
Analogue line (per line, per installation + call costs)	\$63.00
Staffing – Minimum 4Hr Call	
	Per Hour
Lighting Operator; Sound Operator	\$90.00
Security Guard; Cloakroom Attendant; Fire Warden; Ushers ; Crew	\$70.00
Cleaning and Rubbish Removal	
Refuse Collection - Commercial Skip (Retail Sales, Exhibitions,)	\$800.00
Cleaning Fee - Hourly rate (In excess of normal cleaning - min 4Hr call)	\$70.00