



Bowral Memorial Hall

Terms and Conditions



We're with you

INDEX

1	Definitions.....	3
2	Hirer’s Responsibility	4
3	Bookings.....	6
4	Fees and Charges.....	7
5	Bond Fee payment and release	7
6	Hire Period	8
7	Cancellations/postponements	8
8	Insurance and public liability	9
9	Risk and Indemnity	9
10	Equipment /Furniture	10
11	Signage and advertising.....	10
12	Crowd Control.....	10
13	Catering and Alcohol.....	11
14	Emergency and Safety	12
15	CCTV System.....	12
16	Cleaning and damage	12
17	Left items.....	13
18	Noise.....	13
19	Prohibited Items	14
20	Prohibited Activities	14
21	Smoking	14
22	Security Guards	15
23	Waste.....	15
24	Breach of Agreements and Disputes	15
25	Access	16
26	Data Provisions.....	16
27	Marketing.....	16
28	Rights/ Copyrights/ Licenses.....	17
29	Equipment	17
30	Plant, Electrical, Sound, lighting.....	18
31	Grand Piano & Piano Lift	18

1 Definitions

In these Terms and Conditions, the following definitions apply:

- 1.1 **Activity** means the activity or event to be held by the Hirer at the Facility;
- 1.2 **Authority** means Council, a statutory or public authority, government department or regulatory body;
- 1.3 **Bond Fee** means the bond fee payable by the Hirer in accordance with Council's Fees and Charges;
- 1.4 **Booking** means the Hirer's booking of the Facility, as set out in the Booking Confirmation;
- 1.5 **Booking Confirmation** means the booking confirmation issued by the Venues Team to the Hirer;
- 1.6 **Booking Form** means the booking form provided by the Hirer to the Venues Team;
- 1.7 **Casual Booking** means a non-recurring booking of the Facility for one occasion only;
- 1.8 **CCTV System** means closed circuit television security system installed at the Facility.
- 1.9 **Commercial Hire Fees** means the Hire Fees payable by organisations and individuals who are not non-for-profit organisations and registered charities.
- 1.10 **Non-Commercial Hire Fees** means the Hire Fees payable by non-for-profit organisations and registered charities.
- 1.11 **Council** means Wingecarribee Shire Council;
- 1.12 **Council's Fees and Charges** means Council's Fees and Charges as published on Council's website from time to time;
- 1.13 1.14 **Dress Rehearsal** is classified as a performance in costume and with stage properties shortly before the first performance
- 1.14 **Facility** means the Bowral Memorial Hall, 16 to 24 Bendooley Street, Bowral;
- 1.15 **Grand Piano** means the grand piano at the Facility;
- 1.16 **Hirer** means the person seeking to occupy the Facility on a short-term or occasional basis in accordance with these Terms and Conditions, as stated on the Booking Confirmation;
- 1.17 **Hire Fees** means the fees and charges payable by the Hirer for the Booking, as determined by Council in accordance with Council's Fees and Charges;

- 1.18 **Hire Period** means the period of use identified on the Booking Confirmation.
- 1.19 **Intellectual Property Rights** means any rights pertaining to the ownership of intangible property such as an idea, invention or know-how.
- 1.20 **NSW Emergency Services** includes but is not limited to NSW Police, NSW Ambulance, NSW Rural Fire Service and the NSW State Emergency Service;
- 1.21 **Public Space** means any common areas frequented by the public outside the Facility including (courtyards, etc).
- 1.22 **Rehearsal** a practice or trial performance of a play or other work for later public performance.
- 1.23 **Responsible Officer** means the individual nominated on the Booking Confirmation as the individual responsible for maintaining the security of the Facility, the safety of any invitees of the Hirer and supervising the Activity;
- 1.24 **Sound and Lighting Equipment** means all sound, lighting and audio-visual equipment and systems at the Facility, including the operation of electrical installations, lighting, special effects, pyrotechnics, sound and fly systems.
- 1.25 **Sound and Lighting Panel** means Council's panel of technicians qualified to operate the Sound and Lighting Equipment.
- 1.26 **Sound and Lighting Technician** means a technician on Council's Sound and Lighting Panel.
- 1.27 **Terms and Conditions** means the Terms and Conditions as set out in this document in relation to the short-term or occasional use of the Facility and any other rules or regulations of Council as determined from time to time;
- 1.28 **Venue Fact Sheet** means the Venue Fact Sheet for the Facility, available on Council's website;
- 1.29 **Venues Team** means Council's Venues Team, being the team responsible for the management of short-term and occasional bookings of the Facility.

2 Hirer's Responsibility

- 2.1 The Hirer acknowledges that:
 - a) they have read and understood the Terms and Conditions;
 - b) by completing the Booking Form, they agree to be bound by these Terms and Conditions; and
 - c) the Hirer shall be liable for any breach whatsoever of the Terms and Conditions.
- 2.2 At the time of booking the Facility, the Hirer must provide true and accurate information regarding their identity and booking details. If any

- booking details change, the Hirer must immediately notify the Venues Team.
- 2.3 The Hirer must be over the age of 18 years and may be required to provide proof of age at Council's discretion.
 - 2.4 The Hirer may only use the Facility for the Activity and Hire Period stated on the Booking Confirmation.
 - 2.5 The Booking provides the Hirer with non-exclusive use of the Facility and Council may permit more than one user to occupy the Facility at the same time.
 - 2.6 The Hirer must not transfer, assign, or sublet their rights in respect of the Booking.
 - 2.7 The Hirer shall be liable for the actions of any patron, visitor, member of the public, show participant, third-party suppliers, vendors, or Sound Technician Panel and contractors engaged by the Hirer or invited to the Facility by the Hirer.
 - 2.8 At all times, the Hirer must show respect and consideration to other users of the Facility, owners and occupiers of adjoining property, Council staff and the public. The Hirer must ensure the Activity does not cause nuisance to properties within the vicinity of the Facility.
 - 2.9 The Hirer acknowledges that the Facility is a self-managed and unstaffed venue.
 - 2.10 The Hirer acknowledges that the Venues Team, NSW Emergency Services and Council staff are entitled to access the Facility at all times.
 - 2.11 The Hirer must immediately report any incidents, hazards or injuries to person or property that occur during a Booking by emailing mail@wsc.nsw.gov.au including the following information:
 - a) location of the incident;
 - b) the names and contact details for person(s) involved;
 - c) the nature of the incident and corrective actions taken by the Hirer;
 - d) the outcome of the Incident, including whether NSW Emergency Services were called to the Facility.
 - 2.12 The Hirer is responsible for obtaining any relevant approvals required from any Authority for the Activity. The Hirer must promptly provide a copy of these approvals to Council on request.
 - 2.13 The Hirer must ensure that all persons invited to the Facility by the Hirer conduct themselves in an appropriate and responsible manner in accordance with any rules, codes or guidelines governing the Activity and do not create a health or safety risk to themselves or any other persons using the Facility.
 - 2.14 The Hirer must ensure that the Responsible Officer is present at the Facility for the full length of the Hire Period. The Responsible Officer must:
 - a) ensure the Facility remains secure at all times;
 - b) maintain the safety of any invitees of the Hirer; and
 - c) supervise the Activity.

The Responsible Officer must, prior to the commence of the Activity, ensure their contact mobile number is provided to the Venues Team.

- 2.15 The Hirer must comply with all laws, regulations and guidelines relating to the Activity and any directions given by NSW Emergency Services in relation to the Activity or use of the facility generally. The Hirer shall be responsible for any and all costs relating to the engagement of NSW Emergency Services during the Hire Period.
- 2.16 The Hirer must ensure the Facility is maintained and left in the same standard and condition it was in immediately prior to the commencement of the Hire Period.

3 Bookings

- 3.1 When determining whether an Activity can be held at the Facility, Council shall consider, amongst other things:
 - a) whether the Facility is available;
 - b) whether the Activity is in the best interest of the community and Council;
 - c) whether the Activity adheres to the Terms and Conditions and any related policies of Council as amended from time to time.
- 3.2 Despite clause 3.1, Council shall not permit the Facility to be used for 18th and 21st birthday parties.
- 3.3 A Booking is only confirmed once the Venues Team has sent a Booking Confirmation to the Hirer.
- 3.4 Bookings are only permitted to take place during the operating hours of :
7.00am and 10.30pm - Monday to Thursday
7.00am and 11.00pm - Friday, Saturday and Sunday.
- 3.5 Council will consider a tentative booking after 1 July 2024 – 30 June 2025. Pricing and quotations will be provided subject to new adopted fees and charges.
- 3.6 Council does not generally accept split Bookings due to the demand of the Facility (i.e. setup, pack down and cleaning need to take place on the same day).
- 3.7 Council reserves the right to restrict the number of Bookings of any one individual or organisation in any given period of time.
- 3.8 All bookings must be for a minimum of 4 hours. On a Saturday and Sunday, we request that bookings are made between the hours of 7.00am and 3.00pm OR 3.00pm and 11.00pm. Bookings outside of these timeframes will be considered at the discretion of Council.
- 3.9 Rehearsals at the Facility must be held between Monday and Wednesday inclusive.
- 3.10 Despite clause 3.9, Council honors the legacy agreement with the following organisations:

- a) Southern Highlands Symphony Orchestra; Southern Highlands Concert Band.
Council reserves the right to request rehearsals be rescheduled or relocated (at the responsibility of the organisation) in the event of a performance booking with as much notice as is practically possible.

4 Fees and Charges

- 4.1 All Hire Fees, including Commercial Hire Fees and Non-Commercial Hire Fees, additional charges and rate categories are advertised and defined in Council's Fees and Charges.
- 4.2 The following terms are applicable relating to Commercial Hire Fees for ticketed events as follows:
 - a) Fees will be calculated at \$700.00 (for the first show up to 4-hours) and \$350.00 (for subsequent shows on same day, up to 3-hours) or 11.5% of gross box office sales (whichever is higher) as stated in Council's Fees and Charges.
 - b) Once 11.5% of box office sales exceeds the stated 4-hour commercial rate (and the stated 3-hour rate for a subsequent show, if applicable), an additional fee will be payable. Council requires that the Hirer provides the gross box office final takings to the Venues Team within 72-hours post event.
 - c) The Hirer will be required to pay the bond and the per show/event rate prior to the booking date as per the invoice. Any additional fees determined by the box office takings will be calculated and an additional invoice sent to the Hirer. If the gross box office sales do not exceed 11.5% of the stated 4-hour Commercial rate (and/or the stated 3-hour Commercial rate for a subsequent show, if applicable) no additional fees will be charged relating to venue hire.
 - d) If this information is not provided within the requested 72-hour time frame. Council may charge the Hirer additional fees calculated based on the information relating to box office sales as provided by the Hirer on the Booking Details Form.
- 4.3 Council reserves the right to revise Council's Fees and Charges and the Terms and Conditions without notice to the Hirer.
- 4.4 The Hirer must attend to payment of all applicable Hire Fees in accordance with the terms of any invoice issued by Council. Council reserves the right to cancel the Booking if the Hire Fees are not paid in full by the due date stated in the invoice (or in the absence of a due date in the invoice, by the commencement of the Activity).
- 4.5 The Hirer will be charged in accordance with the fees & charges if the Activity runs beyond the Hire Period.
- 4.6 Council reserves the right to apply other fees as it sees fit to secure, maintain or clean the Facility, or otherwise as a result of or due to the Activity.

5 Bond Fee payment and release

- 5.1 The Hirer must pay the Bond Fee to Council at least 28 days prior to the commencement of the Activity. If the Booking is within less than 28 days,

the Bond Fee must be paid at the same time the Booking Confirmation is issued.

- 5.2 Council may apply part or all of the Bond Fee towards the cost of rectifying any breach of the Terms and Conditions, including failure to provide information/documents relating to gross box office earnings, additional cleaning, damage and other charges related to the Booking.
- 5.3 At the first possible opportunity following completion of the Activity, the Venues Team will inspect the Facility for damage or any other issues. The Venues Team will then contact the Hirer via email to arrange for the Bond Fee release or partial/full retainment and confirm the Hirer's banking details.
- 5.4 The Hirer acknowledges that:
 - a) if the Bond Fee is paid by credit card, it may take up to 1-2 working days for the refund of the Bond Fee to be processed; and
 - b) if the Bond Fee is paid by BPAY, it may take up to 5-10 working days for the refund of the Bond Fee to be processed.

6 Hire Period

- 6.1 The Hire Period is set out in the Booking Confirmation. These are the hours between which the Hirer has permission to enter and utilise the Facility.
- 6.2 Any set-up, pack down and cleaning time (bump in and bump out) must be included in the Hire Period.
- 6.3 If the Hirer wishes to extend the Hire Period, they must request this by contacting the Venues Team within business hours. Additional fees will apply.
- 6.4 There may be back-to-back bookings. The Hirer must adhere to the Hire Period and ensure they do not impact other users of the Facility. Failure to adhere to this can result in forfeiture of Bond Fee and/or additional charges.

7 Cancellations/postponements

- 7.1 Council reserves the right to cancel or postpone the Booking for any reason and Council shall not be liable in any way for any loss and/or damage caused to the Hirer. Council may refund any portion of the Hire Fees to the Hirer at Council's absolute discretion.
- 7.2 If the Booking is cancelled in accordance with clause 7.1, Council will endeavour to provide the Hirer with as much notice as possible.
- 7.3 The Hirer may request to postpone the Booking by email to the Venues Team no later than 21 days before the commencement of the Activity. The request for postponement must be approved by the Venues Team.
- 7.4 The Hirer may cancel the Booking by email to the Venues Team. The following cancellation fees apply:

Notice of cancellation	Cancellation fee
More than four weeks prior to booking	All fees paid are refunded
Less than four weeks prior to booking	50 per cent of Hire Fees
Less than two weeks prior to booking	100 per cent of Hire Fees

- 7.5 If the Hirer has 12 or more dates in a Booking, 14 days' notice must be provided to cancel or postpone a Booking otherwise 50 per cent of the Hire Fees will be charged.
- 7.6 If the Hirer does not attend their Booking (i.e. considered a "no-show"), 100 per cent of the Hire Fees will be forfeited to Council.

8 Insurance and public liability

- 8.1 The Hirer must at its own cost (with an authorised underwriter approved by Council) and at all times during the Hire Period (and any extension thereof) maintain a policy of:
- a) either one of the following:
 - i. Public Liability Insurance for a minimum of \$20 million noting Council as an interested party (the name of the Hirer on the Booking Form/Booking Confirmation must also be listed on the Certificate of Currency); or
 - ii. Casual Hire Public Liability Insurance (for Casual Bookings only).
 - b) Workers Compensation Insurance (as applicable); and
 - c) Volunteers/Personal Accident Insurance (as applicable).
- 8.2 The Hirer must ensure that all third-party suppliers, vendors or contractors engaged by the Hirer for the Booking maintain a policy of Public Liability Insurance for a minimum of \$20 million.
- 8.3 The Hirer must at all times:
- a) ensure that the Activity is approved under the policies listed in clause 8.1; and
 - b) immediately inform Council of any alterations or changes to any insurance policy, including the cancellation or discontinuance of the policy.
- 8.4 The Hirer acknowledges that:
- a) Council's Building and Contents Insurance does not cover any property or equipment brought in or stored in the Facility which is owned or hired by the Hirer;
 - b) It is the Hirer's responsibility to maintain insurance coverage in respect of any property or equipment brought in or stored in the Facility; and
 - c) Council reserves the right to question the validity of the insurer and contents of the policy.
- 8.5 If the Activity falls outside of coverage of the Hirer's insurance policy, the Hirer must submit a new certificate of currency with the Activity expressly noted.

9 Risk and Indemnity

- 9.1 The Hirer accesses the Facility at their own risk.
- 9.2 The Hirer indemnifies Council against any liability arising directly or indirectly from:
- a) the Hirer's use of the Facility;
 - b) any damage to person or property;
 - c) any loss caused to the Hirer due to another hirer's simultaneous use of the
 - d) Facility;

- e) the Hirer's breach of these Terms and Conditions;
 - f) any damage to the Sound and Lighting Equipment caused by the Hirer or its invitees;
 - g) any damage to the air conditioning plant and other mechanical services in the Facility caused by the Hirer or its invitees;
 - h) any damage caused to the Grand Piano caused by the Hirer or its invitees.
- 9.3 The Hirer must maintain, for the duration of the Activity, an appropriate risk management plan. The risk management plan must be submitted to the Venues Team no less than 21 days before the Activity in order for Council to confirm and approve the hire. If the Activity is booked with less than 21 days, the risk management plan must be submitted prior to the requested access date or entry may not be granted.

10 Equipment /Furniture

- 10.1 All equipment used by the Hirer for the Activity must be cleaned (including washed and/or wiped and dried if required) upon the expiry of the Hire Period.
- 10.2 Council provides a range of equipment for use at the Facility but does not guarantee its availability, cleanliness or condition.
- 10.3 Equipment used by the Hirer needs to be returned to the same location and packed away neatly and in good condition.
- 10.4 The Hirer must ensure at least 2 people move larger equipment (i.e. tables).

11 Signage and advertising

- 11.1 The Hirer and any invitees of the Hirer shall not be permitted to display any signage, posters, banners or any other display material on the external of the Facility without the prior written approval of Council. This includes the use of vinyl banners affixed to the exterior of the Facility or staked in the ground, pull-up or wall posters, or any other advertising/promotional material of the Hirer.
- 11.2 The Hirer shall be permitted to display signage inside the Facility, during the Hire Period, provided such signage is not affixed to the walls, floors, furniture or fittings and does not cause any damage to the Facility.

12 Crowd Control

- 12.1 The Hirer must ensure the total number of invitees associated with the Activity does not exceed the capacity of the Facility.
- 12.2 The Hirer must ensure their invitees do not congregate in large groups outside the Facility at any time.
- 12.3 The hirer is required to liaise with local authorities and emergency services when dealing with crowds at full capacity and provide evidence of consultation with the local authorities and emergency services to Council.

13 Catering and Alcohol

- 13.1 The Hirer may either self-cater or hire their own caterers to supply food as part of the Activity.
- 13.2 All food handling must comply with the Food Standards Code, the Food Act
- 13.3 2003 (NSW), Occupational Health & Safety Act 2000, Occupational Health & Safety Regulation 2001 (NSW) and any other legislation as applicable from time to time.
- 13.4 Notwithstanding that relevant design, construction and fit-out requirements of the Food Standards Code (FSC) (Standard 3.2.3) and AS4674 have been generally implemented in the kitchen, the hirer is reminded that as per clauses 2-3 of FSC Standard 3.2.3 it is the responsibility of the food business to ensure that the premises on which the food business operates are complying and appropriate for the activities for which the premises are used.
- 13.5 The hirer when using the kitchen and the bar facilities must provide a chemical register for the substances that will be used in the kitchen & bar (i.e. disinfectant, cleaning agents, etc)
- 13.6 The following food preparation and serving items are available at the kitchen of the Facility:
 - a) two commercial hot boxes (warmers);
 - b) microwave;
 - c) fridge;
 - d) freezer;
 - e) instant boiling water;
 - f) ice machine;
 - g) (commercial dishwasher;
 - h) Stainless steel water jugs;
 - i) Stainless steel milk jugs;
 - j) Hot water urns
- 13.7 Council provides no guarantee that all items listed in clause 12.3 are available for use by the Hirer during the Hire Period or in working order.
- 13.8 The Hirer acknowledges that:
 - a) alcohol must not be consumed in any Public Space;
 - b) alcohol service must cease at least 30 minutes prior to the end of the Hire Period;
 - c) if alcoholic beverages are to be sold, the Hirer must ensure they hold the relevant liquor licence approval and supply a copy to the Venues Team at least 14 days prior to commencement of the Hire Period.
- 13.9 Any service of alcohol must comply with the Responsible Service of Alcohol (**RSA**) requirements as set out in the Liquor Act 2007, the Liquor Regulation 2008 and any other applicable legislation. The Hirer must ensure that any individual serving alcohol is RSA qualified.

At any time, Council may order that the service of alcohol cease if RSA conditions are not being met.

- 13.10 If the Hirer supplies liquor to invitees free of charge, the Hirer must complete a Safe Party Registration with NSW Police and provide a copy of the completed form to the Venues Team at least 14 days before the commencement of the Hire Period. If the form is not provided by the commencement of the Hire Period, the Booking will be cancelled, and cancellation fees will be charged to the Hirer in accordance with clause 7.4.
- 13.11 The Hirer must not permit any drinks commonly referred to as shots, shooters, slammers and/or bombs to be sold at or supplied from the Facility.

14 Emergency and Safety

- 14.1 The Hirer and their invitees are responsible for their own personal safety and must familiarise themselves with the location of emergency exits and escape routes, evacuation diagrams, fire-fighting equipment and/or any other information which may be relevant in the case of an emergency
- 14.2 The Hirer must consider the potential risks and impact that the Activity may have on their invitees and other uses of the Facility and take necessary steps to ensure the safety and security of their invitees and the general public.
- 14.3 In the event the evacuation alarm is sounded, the Hirer must ensure that all invitees immediately evacuate the Facility and follow any emergency procedures advertised within the Facility.
- 14.4 The Hirer is responsible for ensuring that fire doors and emergency exits are not obstructed or propped open and access is freely available to all stairways, exits and fire escapes.
- 14.5 Emergency contacts: In case of emergency- In the first instance phone 000 to contact the appropriate services (fire brigade/ambulance/police). For any other building emergencies (i.e. Damage/access issues), the Hirer must contact the Venues Team via 02 4868 0888. If the Activity is taking place outside of business hours, the Hirer must contact Council's Afterhours Line on 02 4868 0888.
- 14.6 The hirer is responsible to have a lost child procedure in place.

15 CCTV System

- 15.1 The Hirer acknowledges that the Facility is monitored by a CCTV System. The Hirer and their invitees must not obstruct the CCTV System at any time.
- 15.2 The Hirer acknowledges that footage from the CCTV System ("CCTV Footage") is retained for 28 days after the Activity. If the Hirer seeks access to CCTV Footage, the Hirer must refer to the "Access to Information" page on Council's website.

16 Cleaning and damage

- 16.1 The Hirer acknowledges that Council does not engage cleaners to regularly clean the Facility. The Hirer must ensure the Facility is left in a clean and tidy condition so that it may be used by another hirer directly afterwards. Any cleaning must be completed within the Hire Period.

- 16.2 Council will endeavour to ensure but does not guarantee the condition or cleanliness of the Facility.
- 16.3 Council provides a limited amount of cleaning supplies for use by the Hirer however, Council cannot guarantee the quantity or availability of cleaning supplies. Whilst Council does take all reasonable care to maintain equipment, Council provides no guarantee that it is in working order.
- 16.4 The Hirer must bring any additional cleaning supplies required, including but not limited to tea towels, multipurpose spray and polishing cloths.
- 16.5 The hirer when using the kitchen and the bar facilities must provide a chemical register for the substances that will be used in the kitchen & bar (i.e. disinfectant, cleaning agents, etc)
- 16.6 The Hirer is encouraged to carry out a walk-through of the Facility prior to the commencement of the Activity. In the event the Hirer, at the commencement of the Activity, notices that the Facility may be unclean or subject to damage, the Hirer must take photographic evidence of the relevant areas and provide this information by email to the Venues Team.
- 16.7 In the event the Hirer or their invitees cause damage to the Facility, Council will attend to the necessary repairs and the Hirer must reimburse Council on demand for Council's costs in repairing the damage. The Hirer shall not be permitted to rectify the damage themselves or engage a third party to complete the work.

17 Left items

- 17.1 The Hirer and their invitees shall not be permitted to leave any items of personal property at the Facility unless the Hirer has obtained the prior written consent of the Venues Team to occupy a storage space at the Facility.
- 17.2 The Hirer is responsible for insuring all items belonging to the Hirer and stored at the Facility.

18 Noise

- 18.1 The Hirer must ensure that noise levels are kept at a reasonable level which will not disturb properties within the vicinity of the Facility or the general public.
- 18.2 Any music must cease at least 30 minutes prior to the end of the Hire Period.
- 18.3 The Hirer must ensure that all noise is kept to a minimum when arriving and leaving the Facility.
- 18.4 Council reserves the right to turn down or cease music at any time following receipt of complaints from the general public or if Council perceives that the level of noise is likely to lead to a complaint being made.

- 18.5 The Hirer must ensure that the sliding doors to the external areas of the Facility remain closed after 10pm during amplified music or any use of the audio system (for movies, speeches, recordings, presentations and the like).
- 18.6 If you are a commercial entity hiring a Council facility for concerts or recitals and you are playing music you will need to ensure you have the appropriate APRA/AMCOS and PPCA license. For more information and to obtain a license contact APRA/AMCOS on 1300 852 388 or email: licence@apra.com.au.

19 Prohibited Items

- 19.1 The following items are prohibited from the Facility and its immediate surrounds:
- Flammable items (i.e. firelighters, candles, petrol, paint, gas, flammable liquids and chemicals);
 - Fireworks (including indoor and outdoor), including any fireworks simulator machines;
 - Pyrotechnics
 - Sparklers/sparkler machines/pyrotechnics;
 - Pets and animals (i.e. petting zoos) , excluding assistance animals;
 - Nails, screws, tape or other fastenings that may be driven in to or attached to the walls, floors, furniture or fittings of the Facility;
 - Confetti, rice or glitter;
 - Barbeques or gas bottle/cookers;
 - Smoke machines/dry ice machines;
 - Any additional appliances not provided by Council under clause 12.3;
 - Jumping castles;
 - Amusement rides
 - Food trucks.

20 Prohibited Activities

- 20.1 The Facility must not be used for any illegal or criminal purpose or any act that may have a detrimental impact to the community.
- 20.2 Council reserves the right to refuse, cancel or terminate the Activity without reason or warning, where there are reasonable grounds the Activity may be of an illegal/criminal nature or detrimental to the community.

For theatre, dance recitals and/or performances the Hirer should consider potential damage to the stage floor and put measures in place to minimise damage. Tap shoes and performances are permitted provided a tap board or appropriate flooring is in place. The details should be provided to Council.

- 20.3 The Hirer must not allow weapons (legal or illegal), or illegal drugs of any kind to be present at the Facility. Any persons found to be carrying weapons or illegal drugs will be reported to the NSW Police.

21 Smoking

- 21.1 The Facility has a strict smoke free policy in compliance with the Smoke-free Environment Act 2000, Smoke-free Environment Amendment Regulation

2009 and the Smoke-free Environment Regulation 2007 which prohibits smoking in enclosed public places.

- 21.2 The Hirer must ensure that any invitees who do smoke comply with NSW State Government's Smoke Free Policy which states that:
- Smoking is not permitted within four metres of an outdoor seated dining area or entrance to a venue; and
 - Smoking is not permitted within 10 metres of a children's outdoor play area.
- 21.3 The Hirer's failure to ensure their invitees comply with this clause 20 is a breach of the Terms and Conditions.
- 21.4 Council reserves the right to ask the Hirer's invitees to cease smoking. If an invitee fails to comply, the Hirer is in breach of the Terms and Conditions.

22 Security Guards

- 22.1 If Council determines your function or event as high risk, it is compulsory for you to register your function online at Register My Party – NSW Police and hire a licensed security firm at your own cost. Proof of your online registration and security arrangements must be presented to council at least 14 days prior to your function

If your event is deemed as high risk by Council, security personnel will be required from the time that attendees start arriving until the Hirer and all invitees have vacated the Facility.

- 22.1 If alcohol is present, the hirer must comply with the terms and conditions of the Liquor License.

23 Waste

- 23.1 All rubbish must be placed in the correct bins and any additional rubbish must be removed from the Facility and its surrounds at the completion of the Hire Period. If additional rubbish is not removed from the Facility, the Hirer shall be liable to pay additional charges.

24 Breach of Agreements and Disputes

- 24.1 Failure to comply with the Terms and Conditions will be regarded as a breach of these Terms and Conditions. Council reserves the right to recover any amount due by the Hirer to Council and any amount spent in remedying such breach.
- 24.2 In the event a dispute arises due to misinterpretation of the Terms and Conditions or any other matter relating to the Hirer's use of the Facility, the decision of Council's General Manager shall be deemed final and conclusive.
- 24.3 Council/law enforcement personnel reserves the right to remove any person from the premises at any time if they become uncooperative and are in breach of the hiring terms and conditions

25 Access

- 25.1 The Hirer must submit to the Venues Team a schedule identifying the times in which the Hirer requires access to the Facility, as set out in
- Ticketing and Marketing Schedule no later than one (1) month prior to the commencement of the hire.
- 25.2 Variations may be made to this schedule in writing with the agreement of both parties.
- 25.3 Variations made to the schedule of access, with less than 24 hours notice, may result in additional staffing charges being incurred by the Hirer.

26 Data Provisions

- 26.1 All data collected is subject to Council's Privacy Policy, which is available on Council's website.
- 26.2 The Hirer must at all times observe and comply with the National Privacy Act 1988 and the NSW Privacy and Personal Information Protection Act 1998

27 Marketing

- 27.1 Unless otherwise agreed in writing, the Hirer shall be responsible for the cost of all advertising, publicity and/or promotions related to the Activity ("Marketing Materials"). and must enter into a separate agreement with the Venues Team if it requires Council to assist in relation to these matters.
- 27.2 Council shall not display the Hirer's Marketing Materials such as flyers if the information presented is incorrect contains inappropriate content, is deemed unsafe or conflicts with Council's existing sponsorship arrangements.
- 27.3 Subject to Clause 11.1, the Hirer must ensure that all Marketing Material displayed at and on the Facility complies with Australian Marketing Institute Code of code. Council has no responsibility to assist in marketing efforts including host flyers or notices.
- 27.4 The Hirer must submit digital proofs of all Marketing Material to the Venues Team for approval no later than four (4) working days before such Marketing Material being published. The Venues Team reserves the right to edit or amend any Marketing Material provided for use in venue marketing platforms where a conflict may exist with an existing commercial arrangement or where required to make fit for use.
- 27.5 All promotional material and advertisements published by the Hirer should read similar to:
'Hirers name'
presents
'Production'
at Bowral Memorial Hall
- 27.6 Any Marketing Material published by the Hirer must account for the relevant Booking Fee in any ticket prices.
- 27.7 Any promotional material and advertisements published by The Hirer must include the wording "Transaction fees may apply" if ticket price is displayed.

28 Rights/ Copyrights/ Licenses

- 28.1 The Hirer is responsible for securing and holding all Intellectual Property Rights, licences and management agreements necessary for the creation, development, and delivery of the Activity and must provide supporting evidence if requested by the Venues Team.
- 28.2 The payment of all or any royalties to any authority or to any person entitled to be paid royalties shall be the obligation of the Hirer and the Hirer undertakes to pay such royalties promptly as they fall due.
- 28.3 The Hirer indemnifies Council against any liability arising from any loss caused by the Hirer's breach of any Intellectual Property Rights.

29 Equipment

- 29.1 The Hirer must ensure that any equipment brought into the Facility such as scenery, curtains or other property has been fire-proofed (where required) in accordance with the prevailing Fire Code in the state of New South Wales.
- 29.2 No equipment shall be brought to the Facility and/or connected to any part of the Facility (such as a power socket) without the prior approval of Council. All such equipment should be fitted with a current electrical safety tag and in compliance of Australian Standard AS/NZS 3760.
- 29.3 The operation of electrical installations, lighting, special effects, pyrotechnics, sound and fly systems must only be carried out by a Sound and Lighting Technician.
- 29.4 The Hirer must submit to the Venues Team a Production Risk Assessment, including all sets, props, special effects, rigging and safety procedures, two weeks' before commencement of the Hire Period.
- 29.5 Hirers engaged in the following must receive written approval from Council prior to undertaking any of the following activities at the Facility:
 - o strobe lighting
 - o lasers
 - o helium balloons
 - o slime
 - o foam
 - a) Approval will not be given for any activity requiring the discharge of ammunition from a firearm, the use of any material or thing giving off a level or heat or toxicity that poses a threat of harm, the use of any sharp implement or weapon that poses a threat of harm or the screening of nitrate film. The Hirer must submit to the Venues Team a risk assessment outlining special effects plans, pyrotechnic schedules or plans for any other production elements that may constitute a risk to personnel or the public, and receive the Venues Team's approval to proceed at least two weeks' prior to tickets going on sale.

30 Plant, Electrical, Sound, lighting

- 30.1 The Hirer must not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling, sound or lighting to any part of the Facility.
- 30.2 The Hirer must engage a Sound and Lighting Technician to operate the Sound and Lighting Equipment. The Hirer must not operate the Sound and Lighting Equipment.
- 30.3 Council may, in its discretion, approve the use of a technician outside of Council's Sound and Lighting Panel.
- 30.4 The Hirer is liable for the Technician's costs in operating the Sound and Lighting Equipment for the Activity. The Technician's costs are not included in the Hire Fees.
- 30.5 Hirers are prohibited from opening and closing the retractable seating system.
Only authorised Council Staff and contractors are allowed to operate the system. Operation of this system can cause serious bodily harm and even death. Any unauthorised use will lead to immediate cancellation of all bookings.
- 30.6 Should the Hirer seek to use or bring on the Facility plant and special effects equipment, including height access equipment and elevated work platforms (ELP), the Hirer must:
 - a) Ensure the operator is competent & licensed to operate the equipment; and
 - b) Provide a risk assessment and safe work method statement (SWMS), prior to use of the equipment.

31 Grand Piano & Piano Lift

- 31.1 The Hirer is prohibited from moving the Grand Piano or using the Piano Lift. Only authorised Council staff and contractors are authorised to move the Grand Piano or use the Piano Lift.
- 31.2 Should the Hirer seek to use the Grand Piano, additional fees shall apply as published in Council's Fees and Charges.
- 31.3 The Hirer must provide written instructions to the Venues Team, at least 14 days prior to the Activity, indicating their preferred stage location for the Grand Piano. A Council staff member/contractor will position the Grand Piano on stage and then return it to the store cupboard following completion of the Activity.
- 31.4 Council shall accept no responsibility for the sound quality of the Grand Piano.
- 31.5 Should the Hirer seek to move the Grand Piano, the hirer will need to provide written instructions as to the stage location of the grand piano. A Council staff member/ contractor will position the piano on stage, then return it to the store cupboard. The stage location request will need to be provided to the Booking Officer at least 14 days in advance of the hire date.

- 31.6 Should the Hirer require that the Grand Piano be tuned, the Hirer must provide written notice to the Venues Team at least 21 days prior to the Activity and must pay a piano tuning charge as per the fees and charges.
- 31.7 No piano shall be brought into the Facility without the permission of Council.