

BLUESTONE CHURCH ARTS SPACE - BOOKING APPLICATION FORM

TERMS AND CONDITIONS OF USE

Use of the Bluestone Church Arts Space is not deemed to be authorised by Council until the applicant has:

- Completed the 'Bluestone Church Arts Space – Booking Application Form';
- Provided evidence of current Public Liability Insurance to the value of \$10 million;
- Paid all hire fees and security bond costs;
- Received confirmation in writing of the hire being approved.

Council's authorisation to use the Bluestone Church Arts Space is conditional upon the user observing all reasonable requirements of Council (whether contained in these conditions or otherwise) including, but not limited to ensuring:

ACTS AND REGULATIONS

The User shall ensure that all laws and regulations are met and abided by. The User will be liable for any breach of Act, Local Laws or regulations.

INDEMNIFICATION OF COUNCIL

The User agrees to indemnify and to keep indemnified, and to hold harmless Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the User performance or purported performance of its obligations under this agreement, except to the extent that Council is negligent. The User uses and occupies the Bluestone Church Arts Space at its own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the Bluestone Church Arts Space except to the extent that the Council is negligent.

HIRE PAYMENTS

Hire fees will be applied in accordance with the City of Maribyrnong's Fees and charges Policy.

NOTIFICATION OF CHANGES

Council must be notified of any changes to the booking as outlined in the 'Bluestone Church Arts Space – Booking Application Form' that are required.

PURPOSE OF/ LIMITATIONS ON USE

The use authorised by these Terms and Conditions of Use does not create any tenancy or property rights and is not exclusive. Authorised use of the Bluestone Church Arts Space is limited to conducting an activity as indicated by it being a dedicated arts and performance venue.

Council does not warrant that the Bluestone Church Arts Space is suitable for any particular purpose and the user shall make its own judgement as to suitability prior to using the Bluestone Church Arts Space.

PERFORMING RIGHTS AND INTELLECTUAL COPYRIGHT

In the case of a dramatic or other performance or concert, the User shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights and the hirer agrees to indemnify Council against any claim for breach of copyright or any action therewith. Maribyrnong City Council does not hold a licence from the Australian Performing Rights Association to perform copyright music in the facility.

PUBLIC LIABILITY INSURANCE

The User shall at all times during the period of this agreement be the holder of a current Public Liability Policy of Insurance in respect of the activities specified herein in the name of the User, providing coverage for a minimum sum of ten million dollars (\$10,000,000).

BUILDING CONDITION

Council reserves the right to suspend allocation, or to refuse an application due to any building conditions or maintenance requirements.

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DAMAGE TO PROPERTY

The User shall ensure that any damage to the Bluestone Church Arts Space is reported immediately. The User must supply details of how the damage was caused and will be held responsible for any costs associated with the repair or replacement of Council property.

CLEANING

The User shall ensure the Bluestone Church Arts Space and its surrounds are left in a clean and tidy state at all times. If the facility is vacated by the User and Council deems the level of cleanliness as being unsatisfactory, Council shall be entitled to have the facility cleaned or put in order and the cost of doing so will be deducted from the User's security bond. The User will ensure that all equipment is removed from the Bluestone Church Arts Space immediately after use.

DISORDERLY BEHAVIOUR

The User shall ensure no offensive behaviour of any sort takes place and that no nuisance whether from noise, vehicles, behaviour, or any other cause is occasioned to members of the public.

NOISE

The User shall ensure noise levels are to be kept in accordance with all laws, including local laws of Council.

SIGNAGE AND DECORATIONS

Under no circumstances may the User fix items to walls, doors, ceilings, floors or any painted or unpainted surfaces without consent of Council, including temporary fixings including but not limited to blu-tak, tape, adhesives, screws, nails or staples. The use of confetti or similar articles of decoration is prohibited.

GAMES OF CHANCE

The User shall ensure no games of chance are played at which either directly or indirectly, money is passed as a prize, or any other activity is conducted at the premises without all appropriate permits, licences or approvals having been obtained.

FOOD

The User may be required to obtain a Temporary Food Premise permit if intending to sell food to the public. Please contact Councils Environmental Health department on 9688 0200 for more information.

REFUSAL TO LET AND CANCELLATIONS

Council has the right to refuse to hire the Bluestone Church Arts Space, cancel or alter, all or part of any booking, should the hire times not be suitable or the intended use generate negative media attention, be objectionable to sections of the community, dangerous, contrary to the law, detrimental to public image or the reputation of the venue or not in the best interest of the venue or the community. The User acknowledges this right and agrees to irrevocably waive all rights to pursue any claim it may otherwise have in respect of any such decision.

The User is required to notify the Council immediately upon discovery of any circumstance or issue, relating to the hire of the venue or activities within the venue, which may generate negative Media attention, be objectionable to sections of the community, dangerous, contrary to the law, detrimental to public image or the reputation of the Venue or not in the best interest of the Venue or the community.

The User may cancel a booking in writing only. Where the booking is cancelled less than 48 hours prior to the hire date, Council will retain all monies paid by the User. Where the booking is cancelled less than 28 days prior to the hire date, Council will retain the security bond and refund any hire fees paid. Where notification of cancellation is received 28 days or more prior to the commencement of hire, the security bond will be returned along with all hire fees.

Council may cancel any booking when the facility is required for Municipal, State or Federal purposes. The right of free access to any part of the facility at all times is reserved for members of Council staff.

SUBLETTING

The User shall ensure the premises are not sub-let or any tenancy transferred or assigned without the written consent of the Council.

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BREACH OF CONDITIONS

Upon breach of any Condition contained within this document or any other matter reasonably required for the safe and harmonious use of the Bluestone Church Arts Space is observed, Council's authorisation for the User to use the Bluestone Church Arts Space is deemed to have been withdrawn unless Council, in writing, indicates otherwise.

The withdrawal of Council's authorisation shall not limit the operation of any policy of insurance or reduce any existing liability of the User whether or not known to the User or Council at the time. Nothing shall operate to reduce the User's liability in any way until such time as the facility is vacated by the User.

TERMINATION OF USE

Upon cessation or termination of authorisation under the terms of these conditions, the User shall remove all property of the User, settle all outstanding claims by Council for fees or reimbursements for damage or otherwise and cease to use the facility.

FURTHER INFORMATION FOR HIRERS

All users are required to describe the facility by its full name, being the **Bluestone Church Arts Space**, on all promotional and other public materials produced. The address of the facility is 8A Hyde Street Footscray. The Maribyrnong City Council and/or Arts and Culture logos are available on request.

Access to the Bluestone Church Arts Space is via the side door and is granted using a unique access code, which will be issued in the week prior to the hire commencing. Access using the unique code is only available during the confirmed dates and times of the hire. The large front doors are opened and closed from the inside. At the conclusion of hire the User must ensure the front doors are closed from the inside, and exit via the side door. Both doors automatically lock each time they are closed.

The Bluestone Church Arts Space is available for use daily between 8.30am and 11.30pm. Evening curfew of 11.30pm is due to residential zoning and cannot be extended under any circumstances. The hire times booked must include all bump in, set up, pack down, and bump out times. No items may be stored in the Bluestone Church Arts Space without prior consent from Council.

The Bluestone Church Arts Space has an alarm that is set automatically at 11.30pm. Users of the venue must vacate it prior to this time – hirers will be liable for all associated costs if the alarm is activated as a result attributable to the hirer's activities.

The hirer must comply in every respect with the *Building Act 1993* and the *Health Act 1958* with regard to public buildings for the prevention of over crowding, obstruction of fire exits, corridors, passages and any other part of the building. Failure to adhere to instructions may result in the cancellation of the event. Please note:

- The **maximum capacity** of the Bluestone Church Arts Space is **100 persons**;
- No Fire Exits can be obstructed at any time or for any reason;
- Smoking is not permitted in the facility under any circumstances;
- No smoke machines or open flames are allowed without written permission from Council.

All electrical equipment brought into the facility must be tested and tagged by an authorised person and carry a current test tag. Earth leakage protection must be used on all portable electrical equipment.

The hirer must not take and must not allow any other person including caterers to take into the facility, or use or allow to be used, any gas or electrical appliances not supplied by Council (eg spit roasts, hotplates, portable deep fryers).

No animals (other than assistance animals) shall be allowed in the facility without the consent of Council.

The hirer shall be held responsible for the actions of all and every person attending the Bluestone Church Arts Space during the agreed hire period.