



# Ballarat Mechanics' Institute

## Terms and Conditions of Hire

**This agreement is between:**

Ballarat Mechanics' Institute (“**BMI**”) of 117-119 Sturt Street, Ballarat Central, Victoria 3350

**and**

The person and/or organisation who has made an application to hire any space within the BMI building (“**the Hirer**”) via the BMI Online Booking Application.

BMI owns the building at 117-119 Sturt Street, Ballarat Central (“**the Building**”) in which it has the spaces specified on the BMI website, which are available for hire at the discretion of the Venue and Events Manager and the BMI Board of Management (“**the Board**”).

The Hirer agrees to abide by the terms and conditions of hire as specified below.

### IT IS AGREED

That the BMI will hire the space(s) (after application approval, and if the spaces requested are available) to the Hirer between the event times on the event date/s nominated in the Online Application Form. The Hirer agrees to pay the hire fee, and any other fees and charges payable pursuant to this document at the rate specified in the Room Hire Rates (available online), or upon arrangement and/or quote.

The Hirer must pay the hire fees as below:

1. A minimum of 50% payment of the invoice within seven (7) days of the invoice being sent, and
2. The balance of the invoice must be received at least ten (10) business days before the event date. The booking cannot proceed unless payment has been received before the event. It is expected of the Hirer that remittance advice will be sent to both the Finance Officer (accounts@ballaratmi.org.au) and the Venue and Events Manager.

**The Hirer may cancel a confirmed booking at any time in writing (email preferred) to the BMI.**

If the booking cancellation is received less than ninety (90) days, but no more than thirty (30) days before the event date, the cancellation fee is one-quarter (1/4) of the invoice. If the booking cancellation is received less than thirty (30) days before the event date, the cancellation fee is one-half (1/2) of the invoice.

BMI may cancel a confirmed booking at any time if, in its reasonable opinion, an incident has occurred, or is predicted to occur, that causes the Building, and/or space(s) within to be unsafe, or it is inappropriate to hold the event. BMI may also cancel any booking if it is possible that the event may bring the BMI into any real or perceived disrepute. In the incidence of any such cancellation, and only where the Hirer is not, in any way, responsible for such incidence, BMI will refund the hire fee in full.

### CONDITIONS

**1. The Hirer acknowledges** that the BMI Building (built in 1859) is a significant part of the heritage and culture of Ballarat, and it has been restored for the use of present and future generations.

**2. The Hirer shall not:**

- a. Damage any part of the Building, its installations, fittings and/or fixtures.
- b. Attach any sign, decoration or other items to any part of the Building in any way whatsoever and shall not use BluTac or any other adhesive on any part of the walls in the Building.
- c. Use any adhesives (gaffer tape etc.) on the timber floor in the Minerva Space, or the stage/dancefloor in the Humffray Room. It is advised to use cable trays in the Minerva Space when running leads or cables.



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- d. Interfere with or alter any of the electrical, security, lighting or sound system in the Building except by express permission from the Venue and Events Manager.
- e. Permit into the Building more than the expected number of guests specified on the Online Application Form, or the maximum limit allowed in each space (as per government regulations) without first consulting with the Venue and Events Manager.
- f. Allow its guests and/or staff to enter areas of the Building other than the space(s) and those routes specified by the BMI to access the space(s) or the toilet facilities provided.
- g. Bring into the Building any flammable materials, light or maintain a naked flame, or use a smoke/fog/haze machine except by express written permission from the Venue and Events Manager.
- h. Take or consume food or drink outside the space(s).
- i. Use the Space(s) or any part of the Building for any purpose except the event described in the Online Application Form.

### **3. The Hirer' obligations:**

- a. The Hirer must ensure adult supervision at all times of groups, including children aged 16 years or younger. The Hirer must comply with the Worker Screening Act 2020, which outlines the obligations of supervising and working with children.
- b. The Hirer must ensure the entry foyer, stairways and lifts are used only for the purpose of accessing the space(s), toilets and finishing kitchen and shall prevent running, games on stairways and corridors, and children's unsupervised use of lifts. The Hirer must also ensure that all exits and egress points are kept clear at all times, and that the fire safety equipment is kept accessible without hindrance.
- c. Hirers are required to have at least two responsible adults on-site at all times. These persons will be responsible for the safety and security of the building and its patrons.
- d. At the end of the hire period, the Hirer, or nominated security person, shall:
  - 1. ensure all people connected with the event have left the Building;
  - 2. turn off all lights (other than security lights), all heating appliances, all appliances in the finishing kitchen, any air conditioning units and any other electrical appliances and equipment;
  - 3. lock and secure all internal and external doors, and;
  - 4. return any keys given to the Hirer by the BMI.
- e. The space(s) used by the Hirer, shall be cleared of rubbish and left in a clean condition, and the furniture in the space(s) is returned to its original position (or a position agreed upon by the Hirer and BMI management) before leaving the building. **All rubbish is to be removed from the premises by the Hirer.**
- f. Be aware that additional charges will be made for damage, call-out fees, or excess cleaning (e.g. steam cleaning of carpets that is required due to soiling), as specified in the Guide to Fees and Charges, and will be charged to the Hirer, or taken from the Hirers bond.

### **4. Complying with directions**

The Hirer must comply with all directions of BMI Management and Staff while in the Building and acknowledges that BMI reserves the right to refuse entry to the Building of any of the Hirer's guests. The Hirer will allow BMI Management (or those acting on behalf of Management) to access all parts of the building at all times.

### **5. Smoking**

BMI is has a **NO SMOKING POLICY**. Smoking (including vaping) is not permitted in any part of the building. Smoking is banned within 4 metres of the front door.



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### **6. Use of Open Flames, Flammables, and Smoke Effects**

The entire Building is fitted with smoke detectors and alarms. Please notify and discuss with BMI Venue and Events Manager if any open flames, or special effects (eg: food prep, smoke haze, candles) are to be used. It is likely that the use of candles/flames/smoke will trigger alarms to which Fire Services will be called. All charges associated with the attendance of fire services will be levied against the Hirer. Please refer to the BMI Fire Indicator Panel Isolation Policy (available upon request) if you are wanting to use any special effects.

### **7. Alcohol**

BMI is the holder of a liquor licence under the Liquor Control Reform Act 1998. BMI provides bar services in negotiation with the Hirer. The Hirer shall not bring any liquor into the Building or space(s) except in compliance with that licence, and only upon agreement with the Venue and Events Manager. Surcharges may apply (Refer to Guide to Fees and Charges). By law, alcohol can only be consumed within the Building. Consuming alcohol outside these areas is an arrestable offence.

If the Hirer is providing their own bar services (at the discretion of the Venue and Events Manager), they shall provide a copy of the Responsible Serving of Alcohol Certificate of any person engaged by it to serve alcohol, and must follow the BMI BYO Alcohol Bar Procedures.

### **8. Independent Contractors**

In the event that the Hirer wishes to engage independent external contractors for the purpose of providing theatre lighting, audio mixing, music or any other services, or catering, such contractors shall first be approved by the BMI Venue and Events Manager and will need to be inducted before working in the Building.

### **9. Security, Crowd Control, First Aid Personnel**

BMI reserves the right to require security, first aid officers, or any other safety personnel at any event. All staffing and contractor expenses will be met by the Hirer. All contractors must be approved by Venue and Events Manager.

### **10. Insurances**

The Hirer warrants that they hold Public Liability Insurance for a cover of at least ten million dollars (\$10,000,000) for any one event, and the policy shall be current at the date of hire.

The Hirer shall have WorkCover Insurance pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 for all its employees and for those for whom it has responsibility while such persons are in the Building or in the Space(s).

BMI reserve the right to sight a WorkCover Insurance and Public Liability Insurance certificate at any time.

### **11. Pandemics and Viruses (incl. COVID-19)**

The Hirer must follow any BMI Policy that details the actions and responsibilities to ensure all events are organised so that attendees, guests, staff, and volunteers remain safe.

BMI reserve the right to cancel any booking, at any time, if the Hirer does not follow this policy and is not following government health advice and requirements.

It is always the responsibility of the Hirer to ensure they are following the most up-to-date requirements.

### **12. Workplace Health and Safety**

The Hirer must comply with all laws, regulations, by-laws, and Government or regulatory orders applying to the Space(s) and the Building and ensure that its employees comply with all Occupational Health and Safety Laws, including, but not limited to, the Occupational Health and Safety Act 2004.



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### **13. Maintaining Egress**

All emergency exits must, at all times, remain unobstructed to ensure egress is constantly maintained. Any items, furniture, or equipment that hinders or obstructs exits will be immediately removed, and a warning will be issued. If egress continues to be hindered, hirers may be required to vacate the building and forfeit their hire.

### **14. Noise Levels**

Sound Pressure Levels within the auditorium should not exceed an average of 88dB continuous exposure per four hours per day (National Health and Medical Research Council of Australia). For Sound Pressure Levels in excess of 88 dB to a maximum Peak Level of 140dB, hearing protections must be made available to BMI staff and patrons.

### **15. Patron Limits**

The Minerva Space is licensed to hold a maximum of 294 people. This limit must NEVER be exceeded. This number must also include any staff or artists. Other room limits must also not be exceeded due to safety and egress considerations. For clarification, consult with the Venue and Events Manager.

### **16. Electrical Appliances**

The Hirer must ensure all appliances and electrical cabling are tested and tagged in accordance with AS/NZS 3760:2010 before using them within the Building. The Hirer must have all electrical equipment (including extension leads and power boards) inspected by BMI Staff before being used. BMI reserve the right to disallow any equipment from being used within the Building.

### **17. Deliveries**

The Hirer must notify the BMI of any mail or items that will be delivered to the building. If notification of deliveries is not received, BMI Staff will not sign for or take consignment of items.

### **18. Marketing and Promotion**

The Venue and Events Manager may agree to host marketing collateral on the "What's On" screens, and on the BMI website or social media sites, so long as The Hirer provides suitable material (images, descriptions, website links, physical posters etc.) for publication. This must be provided no later than two (2) weeks before the Hirers event. The Hirers' use of the building does not oblige the BMI to be responsible for managing any direct marketing of the event.

Any use of the BMI logo, images, or name, must be approved by the Venue and Events Manager prior to publication and distribution. Hirers are urged not to use any BMI images found online - high-quality logos and venue images are available upon request. All marketing and promotion should follow our Marketing Guidelines document.

### **19. Bond**

The refundable bond shall be required to be paid by the Hirer and it will be held by BMI for up to fourteen (14) days after the event date. At the expiration of that time it shall be repaid to the Hirer after deduction of the fees for any damage, extra cleaning, emergency call-outs or other costs incurred by reason of the Hirer's use of the space(s) and the Building.

### **20. Indemnity**

**The Hirer** hereby indemnifies BMI, its employees, volunteers, contractors and agents from all liability whatsoever or howsoever caused or arising directly or indirectly from the Hirer's use of the space(s), the finishing kitchen, or access to any part of the Building and any breach of this Agreement by the Hirer or any action of the Hirer's employees, staff, contractors, agents or guests.

The Indemnity shall extend to all loss, whether direct or indirect, and include any legal costs or expenses in full.

### **21. GST**

All prices in the Room Hire Rates Charges are inclusive of GST charges.



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### **22. Other documents and agreements**

All other schedules and documents referred to within this document are available on the BMI website ([ballaratmi.org.au/documents](http://ballaratmi.org.au/documents)) or from the BMI Venue and Events Manager. Any clauses or requirements in other documents (especially the BMI Technical Schedule) are also binding to the hire.

### **23. Confirmation of Acceptance**

By completing the Online Application Form, the Hirer hereby agrees to and accepts the above Terms and Conditions of Hire and acknowledges that these may be updated at any time. The latest version can be found on the BMI website.

For clarification of anything contained within this document or any other schedules, do not hesitate to contact the Venue and Events Manager on 0419 677 713 or [venue@ballaratmi.org.au](mailto:venue@ballaratmi.org.au).

Last updated: Jan 2023  
Updated by: S. McColl  
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