



# 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, 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.

### Agreement

BMI agrees to hire the space(s) to the Hirer, subject to application approval and availability, for the event times and dates nominated in the Online Application Form. The Hirer agrees to pay the hire fee and any other fees and charges as specified.

### Payment Terms

#### 1. Deposit and Balance:

- A minimum of 50% payment of the invoice is due within seven (7) days of the invoice being sent (usually via email).
- The balance of the invoice must be received at least ten (10) business days before the event date. The Hirer's booking cannot proceed unless full payment is received before the event.
- Remittance advice must be sent to both the Finance Officer (accounts@ballaratmi.org.au) and the Venue and Events Manager (venue@ballaratmi.org.au).
- The BMI has the right to change the charges at any time without notification.

#### 2. Late Payments:

- Consequences for late or non-payment include potential cancellation of the booking and forfeiture of any deposit paid.

### Cancellation Policy

#### 1. Hirer Cancellations:

- Cancellations must be made in writing (email preferred) to BMI.
- If the cancellation is received:
  - Less than ninety (90) days but more than thirty (30) days before the event date, a cancellation fee of one-quarter (1/4) of the invoice applies.
  - Less than thirty (30) days before the event date, a cancellation fee of one-half (1/2) of the invoice applies.

## **2. BMI Cancellations:**

- BMI reserves the right to cancel a confirmed booking if the building or space(s) become unsafe or inappropriate for the event. In such cases, where the Hirer is not responsible for the incident, BMI will refund the hire fee in full (i.e. force majeure).
- BMI reserves the right to cancel a confirmed booking if, in its sole opinion, is considered objectionable or dangerous or which is contrary to law or which would be detrimental to the good standing and reputation of the BMI. In any such case the Hirer shall be deemed to have consented to the prohibition and the BMI shall not be liable for any loss or damage suffered by the hirer in direct or indirect consequence of the BMI's prohibition of any performance or function of the Hirer

## **Responsibilities and Liabilities**

### **1. Hirer Responsibilities:**

- The Hirer must:
  - Not attach any signs, decorations, or items to the building without permission.
  - Use cable trays for running leads or cables in publicly accessible areas of the Building.
  - Not interfere with or alter any electrical, security, lighting, or sound systems without express permission.
  - Ensure the number of guests does not exceed the specified limits of the spaces.
  - Supervise all groups, including children, and comply with the Worker Screening Act 2020.
  - Ensure the entry foyer, stairways, and lifts are used appropriately and kept clear.
  - At the end of the hire period, ensure all people have left, all lights and appliances are turned off, and the building is secured.

### **2. Observance of Laws:**

- The Hirer shall comply with all rules and policies of the BMI, and with the provisions of all other Acts and Regulations applicable to the Hirer, and shall indemnify and keep indemnified the BMI against all losses, expenses, liabilities, claims and damages incurred as a result of the Hirer's breach of any such Act, Statutes, Rules or Regulations, including this Agreement.
- The Hirer agrees to indemnify the BMI against loss or damage it suffers if the Hirer, or a person admitted to the Building during the Period of Hire (except BMI staff):
  - damages or destroys any property;
  - injures any person;
  - fails to observe any of the Hirer's obligations under this Agreement.
- The Hirer shall not transfer or sub-let a right of the Hirer under this Agreement to another person.

### **3. Cleanliness and Damage:**

- The Hirer shall be responsible for leaving the Premises clean and tidy at the conclusion of the hire period
- The BMI may carry out, at the expense of the hirer, such cleaning or other work as may be required to restore the Building to a satisfactory condition.

- Excepting fair wear and tear, the hirer shall be liable to the BMI for any damage to Building or to any fittings, equipment, furniture, carpets or other property, which occurs during the period of hire.

#### **4. Compliance with Directions:**

- Hirers must comply with all directions from BMI Management and Staff.
- Hirers must allow BMI Management and Staff access to all parts of the building at all times.

#### **5. Smoking Policy:**

- No smoking (including vaping) is permitted in any part of the building or within 4 meters of the front door.

#### **6. Use of Open Flames and Special Effects:**

- The Hirer must discuss any use of open flames, smoke effects, or special effects with the Venue and Events Manager prior to their event. All charges associated with the attendance of fire services will be levied against the Hirer.
- Hirers should refer to the BMI Fire Indicator Panel Isolation Policy (available upon request) if they are wanting to use any special effects.

#### **7. Alcohol and Food Policy:**

- BMI holds a liquor licence and provides bar services in negotiation with the Hirer.
- Unless otherwise approved, the Hirer shall not bring or sell liquor, beverage, food or refreshments onto the Building.
- In the event approval is given, the Hirer shall abide by any conditions imposed by the BMI.
- By law, alcohol can only be consumed within defined areas of the Building. Consuming alcohol outside the defined areas is an arrestable offence.

#### **8. Independent Contractors:**

- External contractors for services (lighting and/or audio technicians, musicians, catering providers etc.) must be approved by the Venue and Events Manager and inducted before working in the building.

#### **9. Security, Crowd Control, and First Aid:**

- Unless otherwise agreed, access to the Building will only be permitted during the hire period, for the agreed specified purpose.
- Authorised BMI staff have authority to eject a person or persons from or refuse entry to the Building, or terminate an activity if, in their reasonable judgement, the person or persons that are not adhering to the conditions of this agreement, or the Building is being used for a purpose other than that specified in this Agreement.
- If required by the Hirer, the BMI may, at the Hirers expense, provide additional security or First Aid staff, for the Building.

#### **10. Insurance:**

- The hirer must take out or hold a public liability insurance policy in the name of the Hirer current as at the Period of Hire, of at least \$5,000,000 for any one event. The Hirer must have WorkCover Insurance for all employees and responsible persons. BMI reserves the right to verify these insurances.

## **11. Workplace Health and Safety (incl. Noise Levels):**

- Comply with all laws, regulations, and safety standards, including the Occupational Health and Safety Act 2004.
- The Hirer must follow BMI policies and government health advice to ensure safety during events. BMI reserves the right to cancel bookings if these are not followed.
- Sound pressure levels must not exceed an average of 88dB continuous exposure per four hours per day (or 140dB at any time). For levels exceeding this, hearing protection must be provided to staff and patrons.

## **12. Maintaining Egress:**

- The Hirer should ensure emergency exits are unobstructed at all times. Items hindering exits will be removed, and persistent obstructions may lead to venue hire cancellation.

## **13. Patron Limits:**

- The Minerva Space has a maximum capacity of 294 people, including staff and artists. This limit must never be exceeded.
- Other room limits must also not be exceeded due to safety and egress considerations. For clarification, consult with the Venue and Events Manager.

## **14. Electrical Appliances:**

- All electrical appliances and cabling must be tested and tagged in accordance with AS/NZS 3760:2010 before use. BMI staff may inspect any equipment before use.
- BMI reserve the right to disallow any equipment from being used within the Building.

## **15. Deliveries:**

- Notify BMI of any deliveries in advance. Non-notification of deliveries will result in deliveries not be signed for or accepted.

## **16. Marketing and Promotion:**

- The Venue and Events Manager may host marketing collateral if provided at least two (2) weeks before the event.
- The Hirers' use of the building does not oblige the BMI to be responsible for managing any direct marketing of the event.
- Unless otherwise agreed, the Hirer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the Building is hired is conducted or promoted by the BMI.
- The Hirer shall not display any poster or advertisement in any part of the Building without having first obtained approval of the BMI.
- Any use of BMI logos, images, or name requires prior written approval - high-quality logos and venue images are available upon request.

## **17. Bond:**

- A refundable bond may be required and will be held for up to fourteen (14) days after the event. Deductions for damages, cleaning, or other costs will be made as necessary.

## **18. GST:**

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

## 19. Other Documents:

- All other referenced documents are available on the BMI website or from the Venue and Events Manager. Compliance with these documents is required.

## 20. Technical Requirements:

- Nothing must hinder or impede the closing of the Front of House curtain in the Minerva Space (if the space is being used as part of the hire), as it is a fire safety mechanism.
- All technical equipment at the BMI must be operated by BMI Technical Staff or approved external technicians.
- Gaffer tape is not to be used on the auditorium floor of the Minerva Space under any circumstance. Use of gaffer tape will remove the top protective coating, and any damage caused will be charged to the Hirer.
- All portable equipment must be tested and tagged per AS/NZS 3760. If an item isn't tagged, BMI can test it for a fee of \$5 per item. BMI staff must inspect all equipment before use.
- Hirers are required to have at least two responsible adults on-site at all times for safety and security.

## 21. Confirmation of Acceptance:

- By completing the Online Application Form, the Hirer agrees to and accepts these Terms and Conditions of Hire. The latest version is available on the BMI website.

For any clarification, contact the Venue and Events Manager at 0419 677 713 or [venue@ballaratmi.org.au](mailto:venue@ballaratmi.org.au).

For more information, visit: [BMI Documents](#)

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