



Ballarat Mechanics' Institute Terms and Conditions of Hire

Between:

Ballarat Mechanics' Institute ("BMI") of 117-119 Sturt Street, Ballarat Victoria 3350

and

The person and/or organisation who has made application to hire any Space within the control of the **BMI** ("the Hirer").

BMI owns the building at 117-119 Sturt Street, Ballarat ("the Building") in which it has the Spaces specified in the *Room Hire Rates* which are available for hire at the discretion of the Venue and Facilities Coordinator and The Board of the **BMI** ("the Board").

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

IT IS AGREED

BMI agrees to hire the Space/s (if 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, the cleaning fee and any other fees and charges payable pursuant to this document at the rate specified in the *Room Hire Rates* (available online), the *Guide to Fees and Charges* (available upon request), or upon arrangement.

The Hirer must pay the hire fees as below:

1. A minimum of 50% payment of invoice within 7 days of receipt
2. The balance of the hire fee, the refundable bond and any other charges at least seven (7) business days before the event date. Please Note: The booking cannot proceed unless proof of payment has been received before the event. It is expected that remittance advice will be sent to both the Finance Officer (admin@ballaratmi.org.au) and the Venue and Facilities Coordinator.

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

If the cancellation notice is received less than thirty (30) days, but no more than fourteen (14) days before the event date the cancellation fee is one quarter (1/4) of the hire fee. If the cancellation notice is received less than fourteen (14) days before the event date the cancellation fee is one half (1/2) of the hire fee.

BMI may cancel a confirmed booking at any time if, in its reasonable opinion, an incident has occurred that causes the Space/s to be unsafe or it is inappropriate to hold the event. In the incidence of such cancellation, and only where **the Hirer** is not in any way responsible for such incidence, **BMI** will refund the hire fee in full.

AGREEMENT

The Hirer acknowledges that the **BMI** Building is a significant part of the heritage of Ballarat and it has been restored for the use of present and future generations.



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The Hirer shall not:

- a. Damage any part of the Building, its installations, fittings and/or fixtures.
- b. Attach any sign, decoration or other item 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. Interfere with or alter any of the electrical, security, lighting or sound system in the Building except by express written permission from the Venue and Facilities Coordinator.
- d. Permit into the Building more than the expected number of guests specified on the *Online Application Form*.
- e. 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.
- f. Bring into the Building any flammable materials or light or maintain a naked flame, except by express written permission from the Venue and Facilities Coordinator.
- g. Take or consume food or drink outside the Space/s.
- h. Use the Space/s or any part of the Building for any purpose except the event described in the *Online Application Form*.

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 Working with Children Act 2005 that outlines the obligations of supervising and working with children.
- b. **The Hirer** must ensure the stairways and lifts are used only for the purpose of accessing the Space/s, toilets and warming kitchen and shall prevent running, games on stairways and corridors, and children's unsupervised use of lifts.
- c. At the end of the hire period **the Hirer**, or nominated security person, shall:
 1. ensure all people connected with the booking have left the Building;
 2. turn off all lights other than security lights, all heating appliances, all appliances in the warming kitchen, any air conditioning units and any other electrical appliances;
 3. shall lock all internal and external doors, and;
 4. return any keys given to **the Hirer** by the **BMI**.
- d. 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.**
- e. Be aware additional charges will be made for damage, call out fees, or excess cleaning such as steam cleaning of carpets that is required due to soiling (as specified in the *Guide to Fees and Charges*) will be charged to **the Hirer**.



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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.

Smoking Policy

BMI has a **NO SMOKING POLICY**. Smoking is not permitted in any part of the building. A butt bin can be located at the entrance of the Building upon request.

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 Facilities Coordinator if any open flames, or special effects (eg: caterers, smoke haze) are to be used. It is possible that the use of candles/flames will trigger alarms and the CFA will attend. All charges associated with the attendance of the fire brigade will be levied against **the Hirer**. Please also refer to the **BMI Fire Indicator Panel Isolation Policy** (available upon request).

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 liquor into the Building or the Space/s except in compliance with that licence, and only upon agreement with the Venue and Facilities Coordinator. Surcharges apply (Refer to *Guide to Fees and Charges*).

The Hirer shall provide a photocopy of the Responsible Serving of Alcohol Certificate of any person engaged by it to serve alcohol.

By law alcohol can only be consumed within the Building. Consuming alcohol outside these areas is an arrestable offence.

Independent Contractors

In the event that **the Hirer** wishes to engage independent contractors for the purpose of providing electrical lighting, audio mixing, music or any other entertainment, or catering, such contractors shall first be approved by the **BMI** Venue and Facilities Coordinator and may need to be inducted into the building.

Security

BMI reserves the right to require security at any event. Security charges will be met by **the Hirer**.

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 hiring.

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.



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Workplace Health and Safety

The Hirer must comply with all laws, regulations, by-laws, 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.

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.

Bond

The refundable bond shall 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.

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.

GST

All prices in the *Room Hire Rates* and the *Guide to Fees and Charges* are inclusive of GST.

Other Documents

All other schedules referred to within this document (highlighted in *italics*) are available upon request from the Venue and Facilities Coordinator.

Confirmation of Acceptance

By completing the *Online Application Form* you hereby agree to and accept the above Terms and Conditions of Hire without change.

For clarification of anything contained within this document or any other schedules do not hesitate to contact the Venue and Facilities Coordinator on 0419 677 713 or venue@ballaratmi.org.au.

Last updated: 15/02/2019
Updated by: S. McColl
To be reviewed: Jan 2020