



ESTD 1859

TERMS AND CONDITIONS

BETWEEN:

BALLARAT MECHANICS INSTITUTE ("BMI") of 117-119 Sturt Street, Ballarat Victoria 3350 and

The person and/or organisation named in the attached Application Form.

BMI owns the building at 117-119 Sturt Street, Ballarat ("the Building") in which it has the Rooms specified in the Room Hire Schedule which are available for hire.

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

IT IS AGREED:

BMI agrees to hire the Room to the Hirer between the function times on the function date nominated in the Application Form. The Hirer agrees to pay the hire fee, the cleaning fee and any other fees and charges payable pursuant to this Agreement at the rate specified in the Room Hire Schedule or upon arrangement.

The Hirer must pay the hire fees as below:

- a. A deposit of half the hire fee with these signed terms and conditions.
- b. The balance of the hire fee, the refundable bond and the set-up and cleaning fee at least seven (7) business days before the function date.

The Hirer may cancel a confirmed booking at any time by written notice to **BMI**. If the cancellation notice is received by **BMI** thirty (30) days or more before the function date one quarter (1/4) of the hire fee is payable as a cancellation fee. If the cancellation notice is received less than thirty (30) days before the function 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 event has occurred that causes the Room to be unsafe or it is inappropriate to hold the function. In the event of such cancellation, and where the Hirer is not in any way responsible for such decision, **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.

The Hirer shall not:

- a. Damage any part of the Building, its installations, fittings and fixtures.
- b. Attach any sign, decoration or other item to any part of the Building in any way whatsoever and shall not use Blue Tac 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.



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- d. Permit into the Building more than the expected number of guests specified on the Application Form.
- e. Allow its guests and staff to enter areas of the Building other than the Room and those routes specified by the **BMI** to access the Room or the toilet facilities provided.
- f. Bring into the Building any flammable materials or light or maintain a naked flame.
- g. Take or consume food or drink outside the Room.
- h. Use the Room or any part of the Building for any purpose except the function described in the Application Form.

The Hirer shall:

- i. Ensure adult supervision at all times of groups including children aged 16 years or younger.
- j. Ensure the stairways and lifts accessed only for the purpose of accessing the room, toilets and warming kitchen and shall prevent running, games on stairways and corridors, and children's unsupervised use of lifts.
- k. At the end of the hire period the Hirer, or nominated security person, shall:
 - i. ensure all people connected with the booking have left the building;
 - ii. 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;
 - iii. shall lock all internal and external doors.
- l. The Room, and any other space used by the Hirer, shall be cleared of rubbish and left in a clean condition, and the furniture in the Room is returned to its original position before leaving the building. **All rubbish to be removed from the premises.**
- m. Additional charges will be made for damage or excess cleaning such as steam cleaning of carpets that is required due to soiling will be charged to the Hirer.

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 is located at the entrance of the Building.

Use of Candles and Open Flames

The entire building is fitted with smoke detectors and alarms. Please notify and discuss with Venue Manager if any candles or open flames (eg: caterers) 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.



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Alcohol

BMI is the holder of a liquor licence under the Liquor Control Reform Act 1998. The Hirer shall not bring liquor into the Building or the Room except in compliance with that licence, and upon agreement with the Venue Manager.

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

By laws 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, sound systems, music or any other entertainment such contractors shall first be approved by **BMI**.

Security

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

Insurances

The Hirer warrants that the Public Liability Insurance details on the Application Form are for a cover of at least Ten Million Dollars for any one event, and the Policy shall be current at the date of hiring.

The Hirer shall have WorkCover Insurance pursuant to the Accident Compensation Act 1985 for all its employees and for those for whom it has responsibility while such persons are in the Building or in the Room.

OH&S

The Hirer must comply with all laws, regulations, by-laws, Government or regulatory orders applying to the Room and the Building and ensure that its employees comply with all Occupation, Health and Safety Laws.

Bond

The refundable bond shall be held by **BMI** for fourteen (14) days after the function date. At the expiration of that time it shall be repaid to the Hirer after deduction of the fees for any damage, extra cleaning or other costs incurred by reason of the Hirer's use of the Room 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 Room, the warming 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.



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GST

All prices in the Room Hire Schedule are inclusive of GST.

Confirmation of Booking

Please sign and return this contract at your earliest convenience. For clarification of anything contained in this Agreement please do not hesitate to contact the Venue Manager on 0417 677713 or bookings@ballaratmi.org.au.

Date:

Signature of Hirer:

Print Name:.....

Organisation:

Signature of behalf of **BMI**.....

THANK YOU FOR YOUR BOOKING