



Ballaarat Mechanics' Institute Terms and Conditions of Hire

Between:

Ballaarat 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 **BMI** building ("**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 Events Manager 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, and after application) 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), or upon arrangement and quote.

The Hirer must pay the hire fees as below:

1. A minimum of 50% payment of invoice within 7 days of invoice
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 (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 cancellation notice is received less than thirty-five (35) 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, or predicted to occur, 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.

CONDITIONS

1. The Hirer acknowledges that the **BMI** Building (built 1859) is a significant part of the heritage 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 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. Use any adhesives (gaffer tape etc) on the timber floor or stage in the Minerva Space, or on the stage in the Humffray Room. It is advised to use cable trays in the Minerva Space when running leads.



Ballarat Mechanics' Institute Terms and Conditions of Hire

- d. 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 Events Manager.
- e. Permit into the Building more than the expected number of guests specified on the *Online Application Form* 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 Working with Children Act 2005 that 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 and that fire safety equipment is kept accessible without hinderance.
- c. 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**.
- 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 (e.g. 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**.

4. 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 is not permitted in any part of the building. Smoking must take place at least 10 metres from the front door. Butt bins are available upon request.



Ballarat Mechanics' Institute Terms and Conditions of Hire

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) 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 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 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 at any event. Staffing expenses will be met by **the Hirer**.

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 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). **BMI** reserve the right to sight a Public Liability Insurance certificate at any time.

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

The Hirer must follow the **BMI Venue Hire COVIDSafe 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, 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.



Ballarat Mechanics' Institute Terms and Conditions of Hire

13. 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 equipment from being used within the building.

14. 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 or take consignment of items.

15. Marketing and Promotion

The Venue and Events Manager may agree to host marketing collateral on the "Whats 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 one (1) month before an event. **The Hirers** use of the building does not oblige the **BMI** to be responsible for managing 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 **BMI** images found online as high quality logos and venue images are available upon request. All marketing and promotion should follow our *Marketing Guidelines* document.

16. 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.

17. 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.

18. GST

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

19. Other Documents

All other schedules referred to within this document (highlighted in *italics*) are available upon request from the **BMI** Venue and Events Manager. Any clauses or requirements in these documents are also binding to the hire.

20. 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. 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.

Last updated: 20/11/2020
Updated by: S. McColl
To be reviewed: May 2021