



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

1. Parties

- The Parties to this Agreement are specified in the Schedule.

2. Venue Hire

- Subject to the terms of this Agreement, the Ballaarat Mechanics' Institute (BMI) grants to the Hirer the non-exclusive right to occupy and use the Venue during the Term. The rights granted to the Hirer are in the nature of a licence only and do not constitute any tenancy or the right to exclusive possession or occupation of the Venue.

3. Term of Hire

- The Term of Hire is for the period specified in the Schedule.
- Any extension of the Term beyond this period will be at the sole discretion of the BMI.

4. Pricing and Payment

- In consideration of the BMI granting the right to occupy and use the Venue, the Hirer agrees to pay the Fees to the BMI within 14 days of the Tax Invoice as set out in the Schedule.
- A Hirer's obligation to pay GST is subject to a valid Tax Invoice being delivered to the Hirer by the BMI.
- The Fees are non-refundable.

5. Quotations and Fees

- All quotations are based on the information provided by the Hirer and will expire 14 days from the date of issue.



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

- Upon acceptance of the quotation, an invoice for 50% of the total quoted costs is required within 14 days of invoice issuance. For quotations of \$500 or less, the full payment may be requested upfront.
- The remaining balance will be invoiced after the event, with payment due within 14 days of receiving the final invoice.
- Should additional expenses be incurred during the event (e.g., extra services, damages, or extended hire time necessitating additional staff costs), an additional invoice will be issued post-event for these charges.

6. Cancellation

- Where notice of cancellation is given by the Hirer to the BMI not less than 1 week before the time booked, such notice must be given in writing, any deposit paid by the Hirer shall be refunded by the BMI less administration fees. Where notice of cancellation is given less than 1 week before the time for which the venue are booked, any deposit paid by the Hirer shall be considered by the BMI to be forfeit.

7. Risk and Liability

- The Hirer's occupation and use of the Venue is at the Hirer's own risk. The Hirer acknowledges and agrees that the BMI has no liability for any claims, damages, losses, costs, and expenses arising out of or in connection with the Hirer's occupation and use of the Venue, unless caused by a negligent or unlawful act or omission of the BMI.
- In no event shall the BMI be liable for loss of profit or consequential damages, whether due to negligence, breach of contract or warranty or otherwise.
- Before using the Venue the Hirer must assess the risks associated with the use of the Venue and implement appropriate risk control measures.
- The BMI reserves the right to prohibit any activity deemed offensive or for which a permit or consent is required and such permit or consent is not obtained by the Hirer.



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

8. Occupational Health and Safety

- The BMI is committed to ensuring the safety of all employees, contractors and visitors. The Hirer must support this commitment by ensuring that it does not pose any unusual or unexpected risks for people on BMI premises.
- The Hirer must comply with all requirements of Occupational Health and Safety Act 2004 all BMI policies and procedures relating to occupational health, safety, security and evacuation in effect at the Venue. This obligation extends to all procedures which are notified to the Hirer by the BMI or which might reasonably be inferred by the BMI in all the circumstances. The Hirer shall obey any safety direction provided by a member of the BMI staff or agent thereof.
- The Hirer must complete the BMI's Incident Report form for all accidents or injuries that occur within any part of the Venue during the Term and submit it to the BMI's Risk, Health and Safety Representative within 24 hours of the accident or injury.
- If the Hirer is permitted to host their event without BMI staffing, the Hirer shall identify persons who will act as First Aid and Evacuation Wardens for the duration of the Term. Agreeing to have these individuals complete a venue induction and hand over prior to public access Venue Access
- The BMI will grant the Hirer access to the Venue during the Term.
- During that part of the Term when the Venue is being used, the Hirer must keep all exit doors ready for use as escape doors in case of emergency evacuation.
- In the event of any other emergency service unit or authority being called to the Venue as a result of the Hirer's action or inaction, the Hirer must meet the cost of the call-out of that authority to the Venue.

9. Hirer's Obligations

- The Hirer and its officers, employees, members, volunteers, invitees, clients, customers and patrons must



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

- a) strictly comply with the Special Conditions to this Agreement, which in the event of any inconsistency will take priority over other terms and conditions of this Agreement;
- b) not do or permit to be done at the Venue anything which, in the reasonable opinion of the BMI, may be detrimental to the efficient and harmonious operation of the BMI Venue or the reputation of the BMI;
- c) not allow the Venue to be used for any purpose other than that for the reason for which it is hired;
- d) vacate the Venue at the conclusion of the Term and restore it to the condition as at the commencement of the Term;
- e) not bring into the Venue any heavy equipment or machinery without the prior written consent of the BMI's Representative;
- f) be responsible for the conduct and behaviour of its officers, employees, members, volunteers, invitees, clients, customers and patrons;
- g) maintain the Venue in a clean and tidy condition at all times during the Term;
- h) ensure that no floors, walls, or any parts of the Venue are broken or pierced by nails, screws, or other means;
- i) not erect or display any scenery, fittings, decorations, posters, advertisements, flags, shields or emblems in or on the Venue without consulting with the BMI's Representative and obtaining his prior consent;
- j) remove from the Venue all equipment brought by the Hirer into the Venue and make good any damage to the Venue caused by the removal;
- k) not permit any act or thing or use, or permit to be used any plant or machinery which through noise, vibration or otherwise shall annoy, damage or disturb the BMI or any other occupier or tenant on the Venue;



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

- l) not admit persons to the Venue in excess of the normal capacity numbers specified in the Schedule, unless the BMI agrees in writing to alter this restriction;
 - m) The use of open flames in the venue is not permitted. The use of theatrical smoke, haze, fog or pyrotechnics in the Venue must be approved by BMI Venue Management with an appropriate safety and risk assessment completed;
 - n) comply at all times with the policies and procedures made from time to time by the BMI. Where there are any inconsistencies between those policies and procedures and the terms of this Agreement, the terms of this Agreement shall prevail;
 - o) not permit garbage to accumulate at the Venue but ensure that all such garbage is placed in proper receptacles or removed from the Venue as directed by the BMI;
 - p) ensure that all appliances comply with electrical safety legislation and have been inspected and tagged;
 - q) at all reasonable times, permit the BMI and its officers free and reasonable access to the Venue for the purpose of ascertaining whether the Hirer is duly observing, performing and fulfilling each and every one of the covenants, terms and conditions contained in this Agreement; and
 - r) immediately advise the BMI's Representative of any damage sustained to the Venue, or any part thereof which is reasonably apparent or of the defective operation of any of the utilities or fixtures at the Venue.
- The Hirer shall be responsible for and shall pay to the BMI the cost of any damage beyond fair wear and tear to the BMI's property, fittings, furniture, curtains and equipment caused as the result of the Hirer's use of the Venue. The extent of any such damage will be determined by the BMI, acting reasonably.



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

10. Gambling, Alcohol and Drugs

- Any gambling or serving of alcohol outside the license currently held by the BMI, at the Venue may only proceed if the appropriate licenses are obtained from the Victorian Commission for Gambling and Liquor Regulation (VCGLR) and presented to the BMI before the period of hire commences
- The BMI holds a limited licence for the sale of Wine and Beer on BMI premises, excluding the Heritage Reading Room and the Basement.
- Persons under 18 years are not permitted to drink alcohol on licensed premises, unless they are with a parent or legal guardian AND having a meal;
- No drugs or illegal substances are to be consumed or brought into the Venue. Anyone found to be using or conducting illicit activities will be removed from the Venue and reported to the authorities.
- The Hirer must not do anything which jeopardises the status of the Venue's Liquor Licence.

11. Smoking

- Smoking is not permitted in the Venue. The Hirer must ensure that its officers, employees, members, volunteers, invitees, clients, customers and patrons comply with the no smoking policy across the entire Venue. The Hirer will be fined the amount equivalent to any fine received by the BMI from a breach of this clause by the Hirer.

12. Legal Compliance and Permits

- The Hirer shall conform to the requirements of the Health Act, Local Government Act, Planning and Environment Act and all other legislation, policy, procedure or regulations affecting the Venue and shall be liable for any breach of such Acts, policies, procedures or regulations.



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

- The Hirer must pay all royalty fees or other charges to any person or body in relation to the Hirer's use of the Venue.

13. Insurance

- The Hirer must not neglect to do or permit to be done anything which will adversely affect the BMI's insurance policies in relation to theft, fire or public risk.

14. Indemnity

The Hirer irrevocably and unconditionally indemnifies and agrees to keep indemnified the BMI and its officers, employees, consultants and volunteers.

- from and against any breach of the terms of this Agreement and all liability, loss, harm, damage, cost or expense, including legal fees on an indemnity basis, which the BMI may suffer or sustain as a result of any act or omission by the Hirer or any of its officers, employees, members, volunteers, consultants, clients, customers or patrons, except to the extent that the liability, loss, harm, damage, cost or expense arises from the BMI's negligent or unlawful acts or omissions; and
- from and against any infringement of copyright or performance rights in connection with the performance of any musical, literary, or dramatic work at the Venue.
- from and against any behaviors or co-ordination of any external service provider hired by the Hirer (caterers, photographers, or entertainer) for the purposes of the Venue hire.



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

15. Induction Meeting

- The Hirer must attend an Induction Meeting at the Venue with the BMI's Representative or nominees prior to the commencement of the Term and complete the BMI's induction requirements.

16. Termination

The BMI may terminate this Agreement immediately upon giving notice to the Hirer if:

- the Hirer breaches any term of this Agreement.
- the Hirer substantially alters the purpose for which the Venue is hired without the prior written consent of the BMI; or
- the BMI becomes aware of conditions under which the holding of the Event for which the Venue is hired could jeopardize public safety or order or involve an unacceptable risk of personal injury or damage to property.

17. Force Majeure and No Affiliation

The BMI will not be liable to the Hirer for any failure to provide the Venue or any of its services within the Venue due to causes which are beyond the reasonable control of the BMI, including but not limited to government requirements, accident, natural disaster, fire or flood.

18. No Affiliation

By agreeing to the terms of this agreement the hirer may use the name and location of the BMI to advertise its event. Any use of BMI branding for the purposes of publicity and marketing of The Hirers event outside of this must be approved in writing before publication. Use of BMI branding, name or location does not equate to a formal partnership between the Hirer and the BMI.



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

19. Entire Agreement

The terms of this Agreement are the entire terms agreed between the parties and the Hirer acknowledges that it has not been induced to enter into this Agreement by any representation or warranty (written or oral) made by or on behalf of the BMI or the BMI's Representative.

20. Waiver

The waiver by a party in respect of any breach of a condition or clause of this Agreement by the other party shall not be deemed to be a waiver in respect of any other condition, clause or provision or any subsequent breach of that condition, clause or provision. The failure by a party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision by that party.

21. Exercise of Void Provisions

Any provision of this Agreement which is void or voidable by a party or is or becomes at any time unlawful or unenforceable shall, to the extent that it is void or voidable or is unlawful or unenforceable, be deemed to be excised from and not form part of this Agreement without affecting the validity or enforceability of the remaining provisions.

22. Amendment

This Agreement may be altered, amended or terminated by mutual written agreement of the parties.

23. GST

- Where GST is imposed on any supply made under this Agreement by one party ("Supplying Party") to another party ("Receiving Party") and the consideration payable for the supply under any other clause in



BALLAARAT MECHANICS' INSTITUTE

Hire Agreement

this Agreement is not expressed to be inclusive of GST, the receiving party must pay, in addition to and at the same time as any GST exclusive consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that GST exclusive consideration (without deduction or set-off) by the prevailing GST rate.

- The Receiving Party is not required to pay any amount of GST to the Supplying Party unless the Supplying Party has made demand for payment by means of a Tax Invoice as defined in the GST Law.

24. Governing Law

This Agreement shall be governed by the laws of the State of Victoria.

25. Definitions

“Hirer” means the Party identified as the Hirer in the Schedule.

“Law” means any requirement of any statute, rule, regulation, proclamation, ordinance or local law, whether State, Federal or otherwise.

“Purpose” means the purpose for which the Hirer intends to use the Venue.

“Tax Invoice” means a Tax Invoice within the meaning of the GST Law.

“Term” means the period of hire as outlined in the Schedule.

“Venue” means the facility/facilities requested by the Hirer as identified in the Schedule.