

EDITION 1, SEPTEMBER 2023

TERMS AND CONDITIONS OF HIRE



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The City of Parramatta ('Council') agrees with the Hirer to the hire and use of the Venue referred to in Venue Hire Agreement on the terms and conditions set out below. These conditions form part of the Venue Hire Agreement. The Venue Hire Agreement provides the specifications of the hire such as hirer's details, date of hire, hire costs, hired space within Parramatta Town Hall, and Security Bond. A reference to Venue is a reference to Parramatta Town Hall in the below terms and conditions.

VENUE HIRE CHARGES

The Hirer will pay to Council the amounts set out in Venue Hire Agreement for the hire of the Venue. The Hirer is aware of the amounts of all hiring fees and charges for other services and facilities associated with the use of the Venue.

DEPOSIT

The Hirer will within 14 days of making a tentative booking, pay a deposit of 25%.

BALANCE

A) Venue Hire Invoice

The venue hire balance must be made at least 60 days prior to the start date of the event.

B) Pre-Event Invoice

The pre-event balance for additional items must be made 14 days prior to the start date of the event. If the payment in full is not received by these dates, the Council may cancel the booking.

CHANGES TO REQUIREMENTS

Venue Services will do their best to accommodate however, any changes requested by the Hirer within 72 hours before the hiring will not be guaranteed.

BOND

The Council may require a Security Bond. The Security Bond will be refunded if the Venue is left in a satisfactory condition. If any additional charges are incurred either before, during or after the event, these costs will be deducted by the Council from the Security Bond.

Damages

A condition report will be completed by a Venue Services Team member and the hirer on the day of event prior to the event starting and again post event.

Any damage (including breakages, scratches, nicks, stains, marks, etc.) that does occur as a result of the actions or activities of the Hirer's event, their attendees, or can be reasonably assumed to have been caused during a specific event, Venue Services may charge part, whole or additional costs against the Hirer's bond for the repair or replacement. The assertion of responsibility and cost for damage repair will be at Venue Services discretion.

If damage does occur, the repair of such will be carried out by the City of Parramatta's building team and any costs passed on to the Hirer. The Hirer will not be permitted to rectify the damage themselves or engage a 3rd party to complete the work.

INSURANCE

The Hirer must provide a Certificate of Currency for \$10 million public liability insurance with an insurer acceptable to the Council and note the Council as an interested party. Please note the insured party name on the Certificate of Currency must be identical to the name on the booking contract.

RISK ASSESSMENT

The Hirer must undertake a risk assessment of the Venue and submit a copy to Council 14 days prior to event commencement. The Hirer is responsible for inspecting the building and associated surrounds at the commencement of each hire period.

LATE CONCLUSION

If an event finishes after the time specified in the Venue Hire Agreement, the Hirer must pay to the Council the hourly venue hire rate (if any).

CANCELLATIONS

A) Cancellation by Client

The 25% confirmation deposit is required within 14 days of making the booking. If the Hirer cancels the booking more than 60 days prior to event commencement, the Council will retain the 25% Deposit as a cancellation fee. Should a confirmed event cancel within 60 days prior to event commencement, the full room hire amount as specified in the Venue Hire Agreement is payable.

CANCELLATION BY COUNCIL

The Council may at any time before the function, cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. If the Council cancels the hire all monies paid will be returned to the Hirer. The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

B) Termination for Breach

If, at any time, the Hirer is in breach of a material term of these conditions, the Council may, in the Council's absolute discretion cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. Should the hire of the Venue be cancelled the full room hire amount specified in the Venue Hire Agreement shall be payable by the Hirer.

C) Force Majeure

If the Hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.

The term "force majeure" means an act of God, a strike, lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

ACCESS TO THE VENUE

The Council retains the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing of doors and the admission of the public (including the right to refuse admission to any person or persons).

SITE INSPECTION

During load in, rehearsal and load out period of an event, site inspections may be conducted by a member of our Venue Services team. Any objections must be notified in writing up to 4 weeks prior to the event.

ROOM CAPACITIES

Maximum number of persons permitted in Parramatta Town Hall at any one time is 389 persons on ground floor plus 50 persons on level one.

Space	Theatre	Banquet	Cocktail	Boardroom
The Great Hall – No stage	275	220	275	N/A
The Great Hall – Northern stage	233	160	275	N/A
The Great Hall – Eastern stage	275	180	275	N/A
The Great Hall and Southern Terrace	N/A	280	375	N/A
The Southern Terrace	85	60	100	N/A
The Charles Byrnes Room	50	N/A	50	24
Meeting Room 1	N/A	N/A	N/A	10
Meeting Room 2	N/A	N/A	N/A	10

The Council reserves the right to decrease venue capacity pending the nature and scope of particular events. The Hirer must not issue tickets for more than these maximum numbers.

TICKETS

The issue of all tickets of admission are subject to the direction of the Council.

Ticketing Agencies:

The Hirer must ensure that the Council approves any proposed event floor plan before it is made available for public sale via ticketing agencies (including private agencies Ticketek or Ticketmaster). Without prejudice to any other rights under this agreement, the Council will instruct both the Hirer and the relevant ticketing agency to stop selling tickets if floor plans were not approved by the Council, in which case ticket sales must not resume until such time as a floor plan has been approved by the Council.

The Hirer must authorise ticketing agencies to make available to the Council, whenever requested by the Council, information regarding ticket sales. The Hirer must ensure that the Council receives regular reports regarding ticket sales. The reports must be submitted to the Venue Services Manager on a weekly basis from ticket sale commencement. The Council reserves the right to liaise with ticketing agencies directly to obtain this information. Breach by the Hirer or its agents of the requirements of this clause will entitle the Council to cancel the booking.

HOUSE SEATS

The Hirer will reserve from sale (at no charge) 4 consecutive seats to the benefit of the Council. The Council will advise the Hirer 7 days prior to the performance if the seats are required. Seat numbers will be determined by council based on the hirer's layout. Private events are excluded from this clause.

BOX OFFICE

The Hirer must open the box office for ticket sales and collections a minimum of 1 hour before each event.

FRONT OF HOUSE STAFFING

A number of Front of House personnel are included within the event package. The number of prescribed personnel required for an event at Parramatta Town Hall is based on the type of event and the physical spaces used within the building. Additional staffing charges apply for Front of House services when events are fully ticketed (Reserved Seating as opposed to General Admission).

Hirers are not permitted to independently appoint 3rd party staff without the expressed permission in writing by the Venue Services team, this includes volunteer event staff.

FRONT OF HOUSE STAFFING CONT.

Under no circumstances will Venue Services permit the reduction of mandatory minimum staffing levels by supplementing 3rd party staff engaged by the Hirer.

Venue Services may permit 3rd party security services in conjunction with a minimum City of Parramatta Security personnel to oversee or manage an event. Security services engaged on behalf of a VIP or dignitary, or through NSW Police, or the Australian Federal Police will be authorised by the City of Parramatta Security and Operations Manager.

Please note, security staffing for liquor related or crowd control issues is a separate matter and should be discussed with Venue Services prior to confirming your event.

The Great Hall Reserved Seats

Seventy-five per cent (75%) or more capacity (275) seats: 3 ushers

Less than seventy-five per cent (75%) capacity: 1 usher per 100 tickets issued

The Great Hall General Admission

Unreserved Seating throughout The Great Hall: 2 ushers

SECURITY

A minimum number of security personnel managed by and reporting to the City of Parramatta must be maintained.

The use of external contractors in conjunction with City of Parramatta security personnel will be by application only and will be approved at the discretion of City of Parramatta Security Manager.

The cost for security personnel is chargeable to the Hirer.

The number of securities required depends on the number of attendees and spaces used.

The number of security personnel needed will be dependent on the scale and scope of the activities - we will be taking a risk-based approach and considering the nature of the event and factors such as alcohol service, number of entry and exist points, risk rating of event and so on.

CROWD CONTROL FOR EVENTS

Minimum Number

The Hirer must provide security approved by the Council at the Hirer's cost.

Minimum crowd control staffing numbers required by the Council are listed below:

Less than 200 guests	1
201 - 400 guests	2

COPYRIGHT

The Hirer must not infringe or allow others to infringe any copyright, performing right or other protected right involved in any performance or use of the Venue.

The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the performance of any works to be performed.

PHOTOGRAPHY, BROADCASTING AND TELEVISION RECORDING

The Hirer must inform the Council in writing of any intention to photograph, broadcast, televise or record any activity within the Parramatta Town Hall.

The Hirer must pay all fees and costs resulting from such activities, and must include in any photography, television or broadcast such material and information that may be required by the Council.

The Council may take photographs, recordings, and footage of the event or exhibition for the Council's purposes (including promotional, marketing, archival purposes and annual reports).

ADDITIONAL FACILITIES, EQUIPMENT AND SERVICES

The Council may allow the Hirer to use additional equipment and services not provided by the Council. Any facilities, equipment and services must be operated and maintained in accordance with any written or verbal direction given by Council's officers from time to time.

ADDITIONS OR ALTERATIONS

The Hirer will not, unless approved by the Council in writing, make any addition or alterations to the structure, facilities, goods, equipment or decoration of the Venue.

BLOCKING OR IMPAIRING ESSENTIAL SERVICES, COMMON AREAS, LOADING DOCK

It is strictly prohibited at any time by anyone in the building to block or impair any essential services safety equipment including fire doors, curtains, portable firefighting equipment, etc. All restricted areas are signed and must be always adhered to. Building Management will oversee this by inspection daily.

No goods articles or items of any kind shall be left in the Common Areas, entrance hall, passages and/or stairways of the building.

The loading bay of the building must not be used to store goods by any of the Tenants or Occupants.

REMOVAL OF WASTE

Without affecting any obligation set out in the conditions of entry, hirers will keep all garbage and refuse in tightly secured containers and the removal of such garbage and refuse will be made only by way of the loading area and at such time as may be designated by Venue Services.

DEPARTURE FROM VENUE

The Hirer shall leave the Venue, its facilities and equipment in a clean, safe and proper condition as at the commencement of the hiring, to the satisfaction of the Council and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the Council. The Council shall not have any liability in respect of loss of or damage caused to goods left in the Venue.

NO SMOKING, CANDLES, FLAMMABLE LIQUIDS OR SUBSTANCES

Smoking is not permitted within the Venue. The Hirer must not bring into or use in, or permit to be brought into or used in, the venue or any other part of the building any flame (including candles), explosive, fuel, flammable liquid or substance or helium balloons.

CATERING

Any catering must be approved by the Council. The nominated caterer will be a Gold Licensed caterer or meet the criteria set by the Council. A catering fee will be applied based on number of attendees paid by the Hirer. A kitchen bond will be applied for use of the catering kitchen. The kitchen must be left in an immaculate condition.

CATERING CONFIRMATION AND DELIVERY PLAN

Where catering is arranged, at the time of signing the event contract, the Hirer should confirm the number of attendees; the catering commission chargeable is dependent on this number.

Numbers are to be reconfirmed to Venue Services no later than 14 days prior to the event.

Caterers are required to submit their catering application with all necessary certifications to the Services Manager, 8 weeks prior to the event.

A catering delivery plan is required to be submitted either at the production meeting or 4 weeks prior to the event (whichever is a longer lead time).

ADVERTISING AND SIGNAGE

The Hirer must comply with Council's standards of Signage and Promotion. Details of these standards are outlined under the Parramatta Town Hall Venue Specifications – Signage and Promotion.

PRESENTATION STANDARDS

The Council may require the Hirer to remove any material (including cartons, boxes, and hand written signs and display materials) which is detrimental to the Venue's presentation standards or are deemed inappropriate by Council. The Hirer must comply immediately with any such request.

VENUE OFFICERS

Uniformed Venue Officers of the Council may be present at every function.

RIGHT OF ENTRY

The Council's authorised staff may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct them or any member of the police force, fire brigade, ambulance service or any other emergency service, from entering the Venue.

LOST PROPERTY

Owners of labelled items, or those containing identification, will be contacted by Council as soon as practicable.

Lost items are retained for a period based on the perceived value of the item:

- (a) extremely low value or perishable items (such as food) items are disposed of immediately.
- (b) items worth less than \$100, with no perceived sentimental value, are retained for 1 month.
- (c) items with sentimental value (e.g., photographs, religious items & autographed items) are retained for 3 months.
- (d) items worth \$100 or more (e.g., laptops, mobile phones, wallets, or handbags) are retained for 3 months.

Any unclaimed items will be given to charity.

LOST PROPERTY: THIRD PARTY COLLECTION

An authorised person can claim an item of lost property on behalf of the owner;

The authorised person must provide Council with;

- (a) personal identification;
- (b) copies of the owner's identification and/or proof of ownership;
- (c) an authority to release statement from the owner (e.g., an email, letter, or an image on a digital device);

Parents collecting items on behalf of children under the age of 18 only require their personal identification.

REGULATIONS

The Hirer must comply with all legal requirements relating to the use of Venue and/or the conduct of performances or functions.

USE OF DANGEROUS GOODS

The Hirer must not bring or permit others to bring any dangerous goods or weapons into Parramatta Town Hall.

SAFETY AND EMERGENCY PROCEDURES

Hirers must familiarise themselves with the safety and emergency procedures. The appointed facilities officer will induct the hirer on emergency evacuation procedures on the day of event.

The hirer must inform Venue Services immediately of any risk it becomes aware of (e.g., a fire, a chemical spill, a bomb threat, an intrusion, affecting any part of the building or anyone in it. Venue Services is entitled to close any part of the building until the risk has passed.

Hirers must comply with any instructions where there may be a risk affecting any part of the building or anyone in it. Hirers and their guests may not re-enter the building until emergency services or a Venue Services representative advises it is safe to do so.

RESTRICTIONS ON THE USE OF THE PUBLIC GALLERY SEATING

The Galleries located on level 1 will not be used for public use or seating but rather for Staff (AV) personnel facilitating performances within the auditorium, The Building Manager and technology coordinator will maintain this compliance.

HIRER'S EMPLOYEES AND AGENTS

All persons engaged or employed by the Hirer in connection with the Venue hiring must comply with the provisions of this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his or her agents, employees and contractors to observe and comply with these provisions. The Hirer must ensure that all agents, employees and contractors are familiar with the requirements of any applicable occupational health and safety legislation.

All Hirers and their agents, employees and contractors must comply with the Council's WHS Policy while on the Council's premises.

A copy of the WHS policy can be obtained from the Council's website:

cityofparramatta.nsw.gov.au. A copy can also be provided by Venue Services.

PROHIBITION OF ASSIGNMENT

This Agreement is personal. The Hirer cannot transfer, assign, sub-let or sub-hire his or her rights under the Venue Hire Agreement.

INDEMNITY

The Hirer will indemnify and keep the Council indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon Venue premises except to the extent that such loss, injury or damage is caused by the negligence of the Council, its servants and agents.

WAIVER

These term and conditions can only be varied or waived in writing.

INTEREST

The Council may require the Hirer to pay interest on all monies outstanding to the Council for any period in excess of 30 days after the same becomes due for payment, at the interest rate determined by the Council to be payable on overdue rates.

PRICE RISE

The Hirer acknowledges that all charges have been calculated in accordance with the fees for the financial year. If the venue is booked for an event after 30 June, the amount payable for that function may be increased by the Council reflect the current changes and prices at the time of the function.

SERVING OF NOTICES

Any notice will be given to the parties at the address set out in the Venue Hire Agreement.

RETAIL SALE EVENTS AT PARRAMATTA TOWN HALL

Events with the principal activity of retailing merchandise in the Venue are restricted to a maximum hire of 9 sale days per booking and to a maximum of 2 bookings per Hirer (and related Hirers) per financial year.



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