

Bunjil Place Meeting Room Hire Terms and Conditions

Conditions of use for all Venues/Spaces

This document is to be read prior to signing the Client Hire Agreement supplied by the Casey City Council. The terms and conditions outlined apply to the use of all spaces for hire within the Bunjil Place Arts and Cultural Precinct which is operated by Casey City Council.

Please read all sections carefully.

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Clause 1 – Definitions

City	City of Casey
Bunjil Place	Bunjil Place is a business unit of the City of Casey
Hirer	The person and/or organisation named in the client hire agreement
Event Supervisor	Delegated staff member assigned as Event Lead.
Authorised Officer	A Team Leader in Arts and Cultural Department delegated by Head of Operations and Production.
Precinct	Bunjil Place Precinct includes the Gallery, Function Centre, Studio, Theatre, Plaza, Foyer and meeting rooms.
Bump in/ Bump out	Setting up and packing down the venue or space.
GST	Goods and Services Tax pursuant to A New Tax System (Goods and Services Tax) Act 1999 as amended and any other regulations, acts or rulings associated with this Act.
Total Costs	All charges, costs and any amount payable to the City in connection with this agreement, including inside and outside charges, staffing costs and charges (if any) relating to the sale of tickets for an event.
Client Hire Agreement	The agreement outlining the space and times in which the City offers the booking to the Hirer
Schedule of Fees	The schedule of fees attached to the letter in which the City offers the booking to the Hirer
Invitees	Hirer Personnel, Cast, Crew and Patrons
Hirer Personnel	All employees, officers, partners and contractors (including arm's length businesses and all of their employees, officers and contractors) of the Hirer
Patrons	Any audience, attendees, guests or other persons attending the Precinct in connection with the Hirer's activities, excluding the City's own personnel, Hirer Personnel and Cast and Crew
Child Safe Standards	The standards made under section 17(1) of the Child Wellbeing and Safety Act 2005

Clause 2 – Confirmation of Bookings

A booking shall only be considered confirmed upon receipt of the signed Client Hire Agreement and deposit paid in full. You will be informed of a completed booking by the Authorised Officer as per agreement.

Once a booking is confirmed the Hirer may be required to meet with the Authorised Officer, or delegate, as per agreement and other applicable Bunjil Place team members to determine the production requirements.

Clause 3 – Limit of Hiring

The Hirer shall only be entitled to the use of the part or parts of the precinct stipulated in the Client Hire Agreement and shall vacate the Precinct punctually at the time specified. The Authorised Officer as per agreement reserves the right to lease or utilise any other portion of the precinct for any other purpose at the same time. Hirers of the Theatre, Function Centre, Studio, Training and Meeting Rooms and Library Meeting Rooms must note that hire of these venues does not provide unencumbered access to foyer, plaza, gallery or other areas attached to these spaces.

Clause 4 – Free Access

The Authorised Officer and Production/Event staff as per agreement shall always and notwithstanding any hiring, be always entitled to free access to any and every part of the Precinct.

Clause 5 – Sub-Letting and purpose

No portion of the Precinct used shall be sub-let or any booking transferred or assigned without the written consent of an Authorised Officer as per agreement. The Hirer must ensure that it and its Invitees use the Precinct only as reasonably necessary for the purpose specified in the Client Hire Agreement, and that no person whose attendance is not reasonably associated with that purpose enters the Precinct under the authority of the Hirer.

Clause 6 – Refusal to Hire

It shall be at the discretion of the Authorised Officer, acting reasonably, to refuse use of the Precinct in any case.

Clause 7 – Cancellation of Booking Dates

- (a) All bookings cancelled within 7 days of scheduled event date will be charged 100% of the cost estimate. Any bookings that are cancelled more than 7 days before the booking can be rescheduled or receive a 50% refund.
- (c) In circumstances where ticket monies are to be refunded, an administration charge per refund transaction will be applied, in addition to those charges equaling booking and bank fees.
- (d) In the event of a cancellation due to a Force Majeure Event, (including for reasons related to pandemic and any government restrictions), which is beyond the reasonable control of either party, any deposits paid by the Hirer shall be refunded.

Clause 8 – Alteration of Booking Dates

No alteration may be made to a confirmed booking date without forfeiture of the deposits applying to that date. If, in the opinion of the Authorised Officer, the Precinct has not suffered the loss of an alternative booking, the deposits may then be transferred to a new booking date.

Clause 9 – Promotional Material

If the Hirer intends to promote their booking at the Precinct, which is open to the public, all material and content needs to be suitable for all ages and general public. The Authorised Officer and/or Event Supervisor reserve the right to review, approve and if necessary, request the removal or amendment of any material or content to be more appropriate, inclusive and/or accessible. Overtly offensive, inappropriate or libelous material and content shall not be used.

Hire application form information must be completed, signed and returned to Bunjil Place and the deposit as indicated in the deposit invoice must be paid in full prior to the commencement of any event promotion or marketing.

The responsibility for marketing and promotion of any program rests with the hirer.

Where the hirer's event is promoted via Bunjil Place channels, material or content may be required to be amended to align with the Bunjil Place brand.

The Bunjil Place logo exists together with the City of Casey logo and may not be used without the expressed permission of the Bunjil Place Team Leader Marketing or the City of Casey Manager Communications and Marketing.

Bunjil Place must always be referred to in full in all marketing and promotional material, not as 'Bunjil' or 'BP'.

Bunjil Place naming conventions must be adhered to in all marketing material:

- Bunjil Place Library Meeting Room 1,2 1&2, 3,4,3&4, 5 or 6
- Bunjil Place Boon Wurrung and Wurundjeri Meeting Rooms
- Bunjil Place Library
- The Café at Bunjil Place

Clause 10 – Time Limitation

If your event runs over the agreed time, the Event Supervisor has the right to impose a finish time for your event. All bump outs will be undertaken directly after the conclusion of the event unless otherwise agreed.

Bunjil Place Library Meeting Rooms are available to hire as follows:

- Monday – Friday 9:00am – 8:45pm
- Saturday and Sunday 10:00am – 4:00pm
- CLOSED all Public Holidays

Clause 11 – Insurance

For all use of the Precinct the following shall apply:

- (a) The hirer shall not do, neglect to do, or permit to be done, or left undone, anything which will affect the City's insurance policy or policies relative to building damage, fire or loss, and public risk in relation to the building and its contents. The client agrees to indemnify the City to the extent that such policies are affected through any such act, commission or omission; as per Clause 35.

Clause 12 – Fees

The Hirer must pay the City the fees specified in the Schedule of Fees, at the times set out in the Hire Agreement. Except where expressly stated otherwise, the Hirer must also pay (in addition to those fees) any amount of GST which the City will become liable for in connection with this agreement. The City must provide a tax invoice in respect of any such payments of GST.

Clause 13 – Security Deposit

The Hirer may be liable to pay on demand by the Authorised Officer as per agreement any further amount in excess of such deposit to meet the full cost of such damage or cleaning. If there is no breach of the conditions or additional cleaning to be done, then the deposit will be credited to the cost of use. In the event of a booking cancellation, the deposit will be forfeit and shall be retained by the Centre as per the Clause 7 of these Terms and Conditions.

Clause 14 – Method of Payment

All fees, deposits and other charges, shall be paid through approved Casey City Council payment channels.

Clause 15 – Staff

Mandatory staff services are specified in the Schedule of Fees and are provided by Bunjil Place.

Appropriate staff numbers for each event are determined at the discretion of the Authorised Officer and/or Event Supervisor as per agreement and will be rostered as required at the hirer's expense.

The staff numbers specified in the Cost Estimate are binding on the Hirer, and are subject to change by Bunjil Place in its absolute discretion and, where charges apply, the Hirer must bear the cost of any such change.

Clause 16 – Decorations and Fittings

No property, electrical installation, appliance, flown/rigging elements or decorative materials or articles of any kind shall be brought into the Precinct without the consent of the Authorised Officer and/or Event Supervisor as per agreement.

All electrical equipment must display a current test tag and will be visually inspected for safety.

The Authorised Officer and/or Event Supervisor as per agreement reserves the right to direct the immediate removal from the premises of any items deemed unfit for use at the hirer's expense.

Clause 17 – Equipment Delivery and Storage

- (a) The Hirer shall remove from the Precinct, all scenery, curtains, properties, goods and effects of the Hirer within an agreed time after each performance, event or use, or if previously approved by the Authorised Officer and/or Event Supervisor as per agreement in writing, after the last of any series of performances or uses. Failure to vacate the Precinct within a reasonably practicable time, as determined by the Authorised Officer and/or Event Supervisor as per agreement, may result in an appropriate storage charge being levied. The Precinct accepts no responsibility for items left in the Precinct prior, during or after a booking.
- (b) The Hirer shall make adequate arrangements for the receipt and custody of all articles supplied to them at the Precinct during the period of use and for the removal thereof immediately upon the termination of such period.
- (c) Bunjil Place staff may give notice in writing to the Hirer of any goods and personal items or effects left in the Precinct at the termination of the period of use. Such notice shall be emailed or posted to the Hirer at the address given by them in the Application for Use Agreement.

- (d) If, upon the expiry of five days immediately following the date of posting of such notice, the Hirer has not removed the specified goods, the Authorised Officer shall be at liberty to dispose of such goods in any manner they choose at the Hirer's cost. Upon such an event, the Hirer expressly releases the City of Casey, and its employees from all liability therefrom.
- (e) Delivery requirements must be planned in advance and expected arrival and departure times confirmed. Any deliveries or dispatches attempted outside the allocated times may result in the refusal of precinct entry and delays in the delivery or dispatch of equipment
- (f) Any associated delivery or dispatch costs will be the responsibility of the hirer.

Clause 18 – Damage and Theft

Across the Precinct no flooring, (including stage areas), walls or any permanent or temporary fixtures, including but not limited to, curtains, fitting, furniture, infrastructure and landscaping shall be broken, pierced by nails or screws or any such matter, or in any other way altered unless prior consent is given.

Where fixing is requested/required, alternate methods will be used in first instances.

Notices, signs, advertisements, scenery, fittings or decorations of any kind must not be erected in the Precinct or affixed to the walls, doors or any other part of the Precinct, curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Authorised Officer and/or Event Supervisor as per agreement.

The Hirer shall be responsible for covering the costs of any damage caused by the Hirer to the Precinct.

If the Hirer neglects or refuses to cover costs for any damage for which they are held responsible, the Authorised Officer will recover the costs of these damages from the Hirer. The Hirer shall pay upon demand, all sums of money reasonably incurred in so doing.

Neither the City of Casey nor its staff shall be liable for any loss or damage sustained by the Hirer, or any persons, firms or corporations entrusting to or supplying any article or thing to the Hirer by reason of such articles or thing being lost, damaged or stolen. The Hirer hereby indemnifies the City of Casey against any claim by any such person, firm or corporation in respect of such article or thing.

Clause 19 – Hazardous Event Conditions

The Authorised Officer and/or Event Supervisor as per agreement shall ensure the Hirer has carried out a risk assessment on any hazardous event condition. A site inspection may be carried out prior to the commencement of the event to ensure all elements of risk and safety are considered with all hazards and risks removed or appropriately mitigated. In the event that the Authorised Officer and/or Event Supervisor is not notified of a hazardous condition, the effect or event will be halted immediately.

Clause 20 – Animals

No animals shall be allowed in the Precinct unless approval in writing is given by the Authorised Officer as per agreement. Service animals such as Guide Dogs are allowed access as per legislation.

Clause 21 – Occupational Health and Safety

Hirers must adhere to and comply with fire regulations, Occupational Health and Safety requirements and Australian Safety Standards, Victorian Worksafe requirements; including those relating to exposure to noise, working at heights, manual handling and safe operation of equipment. Bunjil Place operates within the OH&S Guidelines and Codes of Practice which include, but is not limited to the following: Electrical Safety, Working at Heights, Manual Handling, Hazardous Substances, Contractor Management and Noise.

An Authorised Officer and/or Event Supervisor may give the Hirer and its Invitees other directions related to safety matters in its absolute discretion at any time, and the Hirer must obey and use reasonable endeavors to ensure that its Invitees obey all such directions.

Clause 22 – Catering

All catering requirements for functions and events within the Precinct are required to be arranged through the Bunjil Place Function and Events Services department. The Hirer is not permitted to provide, as part of a function or event, outsourced catering or Bring Your Own for food or beverages within its facilities.

All alcoholic beverages are strictly supplied by the Bunjil Place Functions and Events department as per liquor license regulations.

Clause 23 – Supply of Alcohol

On all occasions where alcohol is required within the Precinct redline area it is to be supplied by Bunjil Place Event & Function Services, served by designated RSA trained Casey City Council employees and consumed on the premises.

No alcohol is permitted to be brought into, or taken from, the Precinct by the Hirer or the patrons of any function or event.

Events requiring service of alcohol outside the current red line will require a temporary license application to be submitted and reviewed on a case by case basis.

Clause 24 – Compliance with Legislation

All statutory rules, provisions and regulations of the Federal and State Government and regulations thereunder for the time being in force, shall be complied with by the Hirer.

The Hirer shall comply with all directions given by any competent authority including the Chief Officer of the Fire Brigade and any person holding a like appointment, and shall comply with all rules, regulations and directions with regard to fire precautions.

Clause 25 – Obstructions and other safety matters

The Hirer shall comply in every respect with the regulations relating to public buildings and overcrowding and obstruction to passages, corridors or any other part of the Precinct, and with the Precinct's occupancy permit and any other occupancy permit (such as a Place of Public Entertainment permit) obtained in connection with the booking. Any persons causing an offence against such regulations may be removed from the Precinct and any article causing such an obstruction may also be removed.

Clause 26 – Disorderly Behaviour

No obscene or insulting language, or disorderly behaviour or damage to property, shall be permitted in any part of the Precinct. The Authorised Officer and/or Event Supervisor reserves the right, as per agreement, to refuse admission to any person or to remove from the Precinct, any person doing such things as are prohibited by this clause.

Clause 27 – Smoking

Bunjil Place is smoke free. Smoking (including e-cigarettes) is not permitted on the site bounded by Patrick Northeast Drive, Magid Drive and Overland Drive. This encapsulates the Bunjil Place building, the surrounding area (community plaza) and the broader Bunjil Place precinct (including Casey ARC).

Clause 28 – Gambling

No game of chance or wagering or any game of skill involving a valuable reward or any other operation that does not comply with the current liquor and gambling laws as stated in the Bunjil Place liquor license, shall take place in any portion of the Precinct. No raffle shall be conducted in the Precinct without written permission of the Authorised Officer.

Clause 29 – Spruiking

Unauthorised spruiking or calling out loud in relation to any event shall not be permitted inside or outside the Precinct.

Clause 30 – Security and Police Attendance

The Authorised Officer reserves the right to arrange for an appropriate number of licensed security personnel through Bunjil Place's preferred suppliers to attend an event at the hirer's expense as outlined in the hire agreement. The Hirer shall, when so directed by the Authorised Officer as per agreement, arrange for Police attendance.

Clause 31 – Lost Property

Employees of the City shall be the only persons authorised to enter, examine and search the Precinct, or any section or part thereof, for lost property left in the Precinct by clients or audience. All articles found in the Precinct shall be delivered to the Authorised Officer and/or Event Supervisor as per agreement for registration and retention, until properly claimed by the owner. After a period of one month items of value will be referred to the Victoria police. Lesser items will be donated to charity or disposed of.

Clause 32 – Cleanliness

The bringing into the Precinct or use therein of confetti, glitter, streamers, fireworks, explosive devices or any other articles approved by the Authorised Officer and/or Event Supervisor as per agreement will incur additional cleaning fees and any permit and administration fees. Should any of these items be found to be brought into the precinct without prior approval Clause 18 will be enforced at the hirer's expense. Straw and hay will not be permitted into the venue.

Clause 33 – Ingress and Egress

The Hirer shall maintain clear and useable, all exits and entrances within the Precinct. The

Authorised Officer and/or Event Supervisor as per agreement shall have complete control and supervision over all means of ingress and egress and over the opening of the doors and the admission of the public.

Clause 34 – Breaches and Disputes

Any person committing a breach of one or more of these conditions may be removed from the Precinct although they may have paid for admission. In the event of any dispute or difference arising, the decision of the Authorised Officer and/or Event Supervisor about any matter shall be final and conclusive.

Clause 35 – Liability and Indemnity

The Hirer agrees to indemnify and to keep indemnified and to hold harmless the City, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damage whatsoever which may be suffered, incurred, brought or made by or against the City or the Hirer or both in connection with this agreement or the use of the Precinct by the Hirer. This indemnity does not apply to the extent that such actions, costs, claims, charges, expenses or damage are caused by the breach of contract or tortious negligence of the City, and the City must take reasonable steps to reduce any amount which it is entitled to claim under an indemnity in this agreement.

Clause 36 – Control of Centre and interference with other users

The general administration and control of the Precinct and all rooms accessory thereto, shall be vested in the City, who shall exercise absolute discretionary powers for the hiring, good order and control of such premises. The Hirer must, and must ensure that its Invitees do, not interfere with any other users or guests of the Precinct. This may include ensuring that the volume of any audio is reduced to a level which cannot be heard in other areas of the Precinct. The assessment and directions of the City in respect of all matters relating to volume shall be final and conclusive, and the Hirer must, and must ensure that its Invitees do, comply with them.

Clause 37 – Use Subject to Conditions

Use of any kind of the Precinct, shall be subject to these conditions and the Hirer shall be deemed to be aware of all such conditions upon completion of the Application and Agreement of Use.

Clause 38 – Child Safe Standards

The Contractor must, in respect of services involving persons under the age of 18 provided under this Contract:

- (a) comply with the Child Safe Standards with respect to any act done, or practice engaged in, by the Contractor, its employees and agents; and
- (b) immediately notify the Supervisor where it becomes aware of a breach of sub-clause (a) by the Contractor, its employees or agents.

If during the Contract term, the Council gives notice to the Contractor that it proposes to audit, either directly or through its auditors, the Contractor's Child Safe Standards practices, the Contractor must provide all reasonable assistance to the party conducting such an audit.

Clause 39 – Privacy

Your personal information will be handled in accordance with the *Privacy and Data Protection Act 2014* and used for the specified purpose. The Casey City Council Privacy Policy can be found on the Casey City Council website. You can access your personal information by contacting City's Privacy Officer on 9705 5200.