



VENUE 114 Conditions of Hire

Definitions

- **'Hirer'** means the person or body specified in Part 1 of the Venue Hire Application Form.
- **'Council'** means Sunshine Coast Council.
- **'Regular Hire'** means bookings on 13 or more days over a twelve month period.
- **'Casual Hire'** means bookings on 12 or fewer days per twelve month period.
- **'Venue 114'** means Venue 114 owned and operated by Sunshine Coast Council.
- **'Booking'** means the event in which the Hirer is booking the venue for.
- **'Hire Period'** means the time of entry into the venue, including set up time, until the cessation of the event and/or the completion of pack-down and complete vacation of the venue by the Hirer and guests.

1 PROVISION OF SERVICE

Bookings

- 1.1 Bookings are made by completing a Venue Hire Application Form.
- 1.2 Tentative Bookings: A booking is tentative until confirmed. Tentative bookings will be held for fourteen (14) days from the date the tentative booking was made.
- 1.3 Confirmed Bookings: A booking is confirmed once the signed Event Agreement and a copy of the \$20M Public Liability Insurance Certificate of Currency have been received, and the 25 % non – refundable (see 1.8) deposit has been paid. The balance of hire fees will be invoiced at the conclusion of the Hirer's event with the exception of Private Functions which must be paid in full fourteen (14) days prior to the Hirer's Booking date.
- 1.4 Council reserves the right to refuse or cancel any booking/s that do not comply with these Conditions of Hire.
- 1.5 Bookings for Regular Hire can only be made up to 14 months in advance.
- 1.6 Bookings for Casual Hire can only be made up to 18 months in advance.
- 1.7 The person completing the Venue Hire Application Form, and whose signature appears on the Event Agreement, is subject to these Conditions of Hire, and must be over 18 years of age.

Deposit

- 1.8 A 25% non-refundable deposit must be paid within fourteen (14) days of issue to confirm the hirers booking. Deposit paid will be deducted from the total bill payable. Deposits are required to confirm all bookings and are non-refundable.

Booking Cancellations

- 1.9 Council may cancel the booking with two (2) weeks' notice if the venue is required for Shire, State or Federal elections
- 1.10 Council may cancel a booking with minimal notice if:
 - In the event of an emergency i.e.: natural disaster and/or Venue 114 is required to be available as an Evacuation Centre
 - The deposit and/or security bond have not been paid within the allocated timeframe
 - The Hirer has not provided appropriate evidence of \$20 Million Public Liability Insurance
 - Council becomes aware that the event, goods or services proposed to be held/ used/ provided by the Hirer are objectionable, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to Council
 - In the event of emergency repairs being required, breakdown of any facilities or machinery or unavailability of essential equipment, supplies or services
- 1.11 The Hirer agrees, under the Conditions of Hire, to accept cancellations as detailed and waives the right to make any claim by law or in equity, for loss or damage in consequence thereof.
- 1.12 The Hirer must give Council at least two (2) weeks written notice should the Hirer need to cancel a booking otherwise charges will apply.

- 1.13 All cancellations by the Hirer forfeit the 25% non-refundable deposit paid.
- 1.14 If the Hirer cancels a booking within seven (7) days of their event date, the full hire fee, plus any expenses incurred by the venue, will be charged.

Booking Postponements

- 1.15 At the discretion of the Venue Manager, a booking may be re-scheduled if written notice is given to Council more than three (3) weeks before the original booking date and the new booking date is within (3) three months. The paid 25% deposit will be transferred to the new booking at the discretion of the Venue Manager. If outside of these times for reasons other Force Majeure the 25% deposit is forfeited and a new deposit raised for the new booking.

Limit of Hire

- 1.16 Where the entire venue is not booked, Council reserves the right to permit other events to take place within the venue at the same time.
- 1.17 Council reserves the right to allocate alternative spaces.
- 1.18 Events must conclude by midnight.
- 1.19 The Hirer is required to remain on site until bump-out of the event is complete.
- 1.20 Minimum Hire Period is two (2) hours (weekday 6am-6pm) and three (3) hours (weekdays from 6pm onwards and weekends).
- 1.21 Multi Day Theatre & Musical hire of the Venue stage require a minimum of 8hrs Venue Hire per day.

Sub-Letting

- 1.22 No spaces hired within the building shall be sub-let.

Third-Party Agreements

- 1.23 In the event of the Hirer engaging third parties as part of their booking, the venue is to be notified before the Hire Period. The Hirer is responsible to ensure at its own expense that all permits, rules, laws, regulations and insurances of any third parties are adhered to and will release Council from, any claim, loss, damage, theft or injury to any person or property arising from the third party in relation to the Hirer's Booking.

2 FEES & CHARGES

- 2.1 Fees and charges are costs for the use of the venue and its facilities and equipment. Fees and charges are adopted by Council at the beginning of each financial year and are not negotiable.
 - 2.2 Registered not-for-profit groups are required to provide supporting documentation to qualify for subsidised venue hire rates.
- ### Security Bond
- 2.3 A security bond is required as security against loss, theft and damage to the building and/or any fittings or furniture within the building, and penalty cleaning charges.
 - 2.4 The payment of a security bond amount as determined in the scheduled fees and charges is required to be paid fourteen (14) days prior to the event date.



VENUE 114 Conditions of Hire

3 CONDITIONS

Advertising, Marketing and Ticketed Events

- 3.1 All media and promotional information involving or naming the venue shall be provided to venue staff for approval prior to release. Outdoor signage may be displayed on site during the Booking Period only and must adhere to Council local signage laws.
- 3.2 If during the Hire Period, the Hirer or any guests display, perform, broadcast, publish or in any way use any works or material which intellectual property rights subsist (including but not limited to copyright and moral rights) the Hirer must ensure that the intellectual property rights are not infringed and pay any royalties due to the appropriate association in respect of the use of the works or material.
- 3.3 Notices or announcements of any event or function shall only be displayed in the venue or the grounds with the approval of venue staff.
- 3.4 Venue 114 will be responsible for ticketing all events through the venue's ticketing provider. Exceptions to this condition can only be given by Venue Management.
- 3.5 Refunds for events that are not Live Music Events are only permitted when an event has been cancelled by the organiser or force majeure and all refunds will be processed minus the agreed booking fees at the time of payment.
- 3.6 Ticket Sales Revenue Settlement will be paid to the Hirer's nominated bank account as indicated on the Ticketing and Marketing form. **Please allow ten (10) business days for funds to be paid.**

Live Music Events

Ticketing, Marketing

- 3.7 Clauses 3.7 to 3.19 apply to any Event that is a live music event, as determined by Venue 114 (**Live Music Event**).
- 3.8 All Live Music Events must be ticketed through Oztix and Venue 114. A completed Event Build form (as defined by Oztix) must be provided to Oztix to Oztix's satisfaction for the Hirer's event to proceed.
- 3.9 The Hirer must advise Venue 114 promptly if the Hirer becomes aware of any error or inaccuracy in the Event Build form or event detail.
- 3.10 The Hirer acknowledges that under the Oztix terms and conditions that will apply to the Hirer:
 - 3.9.1 all tickets being sold must be sold through the Oztix system;
 - 3.9.2 all tickets must be sold under the terms and conditions of the ticket agreement between Venue 114 and Oztix;
 - 3.9.3 Venue 114 reserves the right to direct Oztix to pay the ticket settlement funds to Venue 114 or the Hirer, in part of in whole, at its absolute discretion;
 - 3.9.4 Venue 114 has authorised Oztix to withhold payment of the settlement funds in the event of a dispute between Venue 114 and the Hirer;
 - 3.9.5 In the event of any dispute, Oztix will release funds to Venue 114 or the Hirer, as the case may be, upon receiving notice from both parties that such dispute has been resolved; and
 - 3.9.6 Oztix automatically rounds up the total ticket transaction to the nearest \$0.05

- 3.10 All booking and handling fees will be in accordance with Oztix terms and conditions. Any refunds will be for the net ticket price excluding booking, handling and other fees of a similar nature.
- 3.11 Refunds are only available where permitted by Oztix and when an event has been cancelled, rescheduled, when required by Australian consumer law or prevented by force majeure. Venue 114 will determine (acting reasonably) whether refunds will be made in accordance with this clause.
- 3.12 All booking fees, handling fees and delivery costs paid for any tickets or goods purchased through Oztix are non-refundable and Oztix is not obliged to refund (or be required to refund) any of the booking and delivery fees paid by the Hirer or buyer of a ticket.
- 3.13 The Hirer indemnifies and saves harmless Venue 114 from the cost of any refunds, and any costs, damages, dispute or costs arising from refunding tickets or failing to refund.
- 3.14 Venue 114 may refuse entry for any reason given by management at the venue, in which case no refunds will be given.
- 3.15 Settlement of net ticket proceeds will be paid in accordance with Venue 114's agreement with Oztix, and ordinarily within 5 business days of the completion of a Live Music Event.
- 3.16 The Hirer must ensure that all advertising for the Live Music Event features the words "Tickets On Sale at Oztix" wherever possible.
- 3.17 Administration charges of \$40.00/hr will be charged for multiple or excessive changes to events which have been previously approved for sale. Outside of normal business a fee of \$60.00/hr will apply and on weekends & public holidays a fee of \$80.00/hr will apply.
- 3.18 All events will be advertised and sold via the Venue 114 website, Venue 114 social media platforms & Oztix website.
- 3.19 You must advise Venue 114 immediately if:
 - 3.19.1 the Hirer wishes to reschedule or cancel an event;
 - 3.19.2 there is a possibility of cancellation (however remote);
 - 3.19.3 there is a change of headline artis; or
 - 3.19.4 there is any other material alteration of the Live Music Event.

Affiliations

- 3.20 Council is affiliated with the Queensland Government Companion Card Scheme.

Alcohol

- 3.21 Venue 114 is not a Licenced Venue.
- 3.22 No BYO alcohol is permitted.
- 3.23 Venue 114 will facilitate the provision of alcohol at your event in compliance with legislation under the jurisdiction of the State Governments Liquor Licensing Division.
- 3.24 Qualified security personnel will be required at events where alcohol is served.
- 3.25 Under no circumstances is alcohol allowed to be consumed outside the designated area or carried off the premises.

Animals

- 3.26 Animals are not permitted in the venue, with the exception of assistance animals.

Car Parking

- 3.27 No reserved parking is available.
- 3.28 Parking in undesignated spaces may incur an infringement.
- 3.29 Venue 114 staff have no authorisation to reverse infringement notices.



VENUE 114 Conditions of Hire

3.30 An event management plan including a traffic management plan may be required to be submitted for larger events.

Catering and Food Preparation

- 3.31 Venue 114 is a full service venue does not permit self-catering.
- 3.32 Venue 114 reserves the right to refuse external/self catering.
- 3.33 Failure to complete the Catering Details form indicates you are not having catering at the event.

Child Protection Requirements

3.34 Hirers whose activities include children under the age of 18 years must comply with current legislation with regard to Working with Children. This includes having undertaken appropriate risk assessments and holding a current Blue Card (unless the child's parents/guardians are on the premises). For more information refer to www.bluecard.qld.gov.au

Cleaning

- 3.35 Contract cleaners are employed by Council to service Venue 114, therefore the venue is guided by the contractor's rates that are an ancillary charge to the Hirer.
- 3.36 The cleaning fee is dependent upon the type of the event, size of the spaces hired and when the event takes place (e.g. weekday, Saturday or Sunday).
- 3.37 Penalty cleaning charges may apply in circumstances where the conditions of hire are not met.

Commercial Kitchen Use

- 3.38 A commercial kitchen is available for hire in conjunction with an event. It is not available for exclusive hire on a regular, permanent basis.
- 3.39 At the completion of hire of the commercial kitchen, all surfaces, equipment and appliances must be thoroughly cleaned and restored to its proper condition. All bins must be emptied and rubbish removed. Council will engage professional cleaners if required and costs will be charged to the Hirer.

Damage, Breakages, Spillages and Theft

- 3.40 At the commencement of the Hire Period, the Hirer will notify Council of any obvious defects at the venue. The Hirer otherwise agrees to acknowledge that the venue is in suitable repair and clean condition at the commencement of the Hire Period.
- 3.41 The Hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings and contents, including any theft of any Council owned equipment by the Hirer or guests of the booking.
- 3.42 All breakages or spillages of any kind must be reported to venue staff immediately.

Disputes

3.43 Any dispute or difference arising from the hire of the venue will be dealt with in accordance with Council's Complaints Management Policy.

Electrical Equipment

3.44 All electrical leads must have current service test tags displayed at all times. Electrical leads must not be used where current tags are not displayed.

Fire / Fire Exits / Fire Fighting Equipment

3.45 Fire exits must be kept unlocked and clear of obstacles for a distance of two (2) metres at all times. The Hirer shall keep each corridor, passage and exit in the venue clear of obstructions and ready for use in an emergency. It is the responsibility of the Hirer to observe all venue signage relating to fire and safety precautions. The Hirer must not interfere with the fire doors and doors fitted with automatic closures.

3.46 Emergency equipment including fire extinguishers and hoses is located throughout the venue. A two (2) metre square area must be left clear around these safety items at all times. These are to be used only in the event of an actual emergency. Any use of these devices resulting in a false alarm and subsequent callout by the Qld Fire & Rescue Service will result in a fine charged to the Hirer.

3.47 The Hirer must advise if the fire extinguishers have been used in any way. If Council considers that the fire equipment is or has been used in an irresponsible manner the cost of inspection and replenishing will be charged to the Hirer.

3.48 Naked flames, candles, incense, smoke machines, fireworks, pyrotechnics, cooking (cooking other than in the commercial kitchen) or any activity that creates smoke or steam are not permitted in the venue at any time without prior approval from Venue Management. In the event of a Fire Alarm activation and subsequent callout by the Qld Fire & Rescue Service will result in a fine charged to the Hirer.

First Aid Supplies / Information

- 3.49 It is the responsibility of the Hirer to provide first aid supplies and administer any first aid they feel necessary during the Hire Period.
- 3.50 All first aid incidents must be reported to venue staff who are first aid trained and will complete an incident report.

Noise

- 3.51 The maximum volume permissible inside the venue is 90 decibels unless otherwise specified by the venue.
- 3.52 It is expected that the surrounding businesses and residents are respected. The Hirer is responsible for the preservation of good order during and following the Hire Period. Use of all amplifying equipment must cease at 11.00pm, unless approved otherwise by the Venue Manager.
- 3.53 Liquor licensing noise restrictions must be adhered to in accordance with any Liquor Licensing Permits in relation to the Booking.

Public Liability Insurance

- 3.54 The Hirer will be required to provide evidence of \$20M Public Liability Insurance cover for the Hire Period. A copy of the Certificate of Currency is to be submitted with the completed Venue Hire Application Form and prior to the Hire Period. In instances where certain factors exist, some Hirers may be covered by Councils Liability Insurance Cover. Please talk to venue staff and refer to the Venue Hire Application Form for more information.
- 3.55 The Hirer shall be liable for, and will indemnify Council against, any claim, loss, damage or injury to any person or property arising from the hire of the venue except to the extent that such a claim, loss, damage or injury arises from the negligence of the Council it's staff and officers.

Risk Management

- 3.56 The Hirer agrees to complete the relevant inductions and carry out any instruction or direction given by Council with regard to complying with Workplace Health and Safety legislation.
- 3.57 At no time does Council accept any responsibility for the security or safety of the Hirer' or guest's property.
- 3.58 It is the responsibility of the Hirer to ensure that children attending an event are supervised by adults at all times.
- 3.59 The Hirer agrees to abide by the venue maximum capacity guidelines at all times, as set by the Fire Safety Authority and Council. Council will not be held responsible for any criminal charges or repercussions that could arise where the Hirer has failed to comply with these guidelines.
- 3.60 Council reserves the right to refuse admission to, or cause to be removed from the venue, any person whose behaviour is objectionable, disorderly, improper, and undesirable or in breach of the venue's Conditions of Entry.



VENUE 114 Conditions of Hire

3.61 Council will arrange for qualified security presence at an event that is deemed to warrant such. The cost of security will be charged to the Hirer.

Smoking

3.62 Smoking is prohibited within the venue and surrounds at any time, except within the designated Smoking Area located outside the venue.

Temporary Fixtures and Decorations

3.63 The floors, walls or any other parts of the venue must not be broken by nails, screws or any other contrivances, and must not be marked, damaged or altered by the Hirer.

3.64 Should the Hirer need to install any fixtures, fittings or other attachments, prior consent must be given by Venue Management. This includes marquees, tents, stage risers, audio visual and lighting equipment or structures. Any of the before mentioned, if approved by Venue Management, are to be erected by an appropriate current registered licensed person.

3.65 Decorations may not be placed or affixed in any way that may cause damage to any part of the venue (e.g. interior/exterior floors, walls or other surfaces) and are strictly not permitted within two (2) metres of any fire/emergency exits or equipment at any time.

3.66 Decorations will only be permitted at the discretion of the Venue Manager including, and not limited to, confetti and glitter.

3.67 The Hirer must remove all decorations and will be responsible for all costs associated with any damage to the venue caused by the decoration. Penalty cleaning fees apply for the use of confetti and glitter.