

# THE BARNET LONG ROOM **CUSTOMS HOUSE**

TERMS & CONDITIONS OF HIRE

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# TERMS AND CONDITIONS OF HIRE

The City of Sydney 'the City' agrees to hire the Venue to the Hirer on the date(s) indicated in Schedule One on the following terms and conditions.

## 1.01 Venue Hiring Charges

The Hirer will pay to the City the amounts set out in Schedule One 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.

The Hirer acknowledges that if an application for reduced rate has been rejected or not fully granted, the Hirer must pay the standard rate for the venue hire.

## 1.02 Deposit

The Hirer will, within 14 days of making a tentative booking, pay as a deposit 25% of the total amount payable which will be applied as set out in Clause 8. If the deposit is not received by this date, the City may cancel the tentative booking and hire the venue to another Hirer.

## 1.03 Balance

### A) Venue Hire Invoice

The venue hire balance must be made at least 8 weeks prior to the start date of the event.

### B) Pre-Event Invoice

The pre-event balance for additional items must be made 2 weeks prior to the start date of the event.

If the payment in full is not received by these dates, the City may cancel the booking and hire the venue to another client.

## 1.04 Changes to Requirements

Any changes requested by the Hirer within 72 hours before the hiring may incur a fee in addition to hiring fees and charges. The City may require payment of any sum payable under this clause within seven (7) days of the change being accepted by the City.

## 1.05 Bond

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

## 1.06 Damages

The Hirer must not damage the Venue, or any equipment or facilities provided by the City. The City may deduct the cost of repairs, and any loss of income during the repair period, from the Security Bond. If the amounts involved are greater than the Security Bond, then Council may recover any shortfall from the Hirer as a debt due and owing.

## 1.07 Insurance

The Hirer must provide a Certificate of Currency for \$10 Million Public Liability insurance with an insurer acceptable to the City, and noting the City of Sydney as an interested party.

## 1.08 Late Conclusion

If an event finishes after the time specified in Schedule 1, the Hirer must pay to the City the applicable hourly event rate or bump out rate as per the Hirer's contract. If a technician has been booked for the event, additional hours may be applicable.

## 1.09 Cancellations

### A. Cancellation by Client

If the Hirer cancels the booking more than 90 days prior to event commencement, the City will retain the 25% Deposit as a cancellation fee.

If the Hirer cancels the booking within 90 days prior to event commencement, the full venue hire amount as specified in Schedule 1 is payable.

### B. Cancellation by the City

The City may cancel the booking at any time before the event, by giving written notice of such cancellation to the Hirer. If the City cancels the booking in accordance with this clause 1.09B, all monies paid will be returned to the Hirer. The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

### C. Termination for Breach

If, at any time, the Hirer is in breach of a material term of these conditions, City may, in City'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 pursuant to this clause 1.09C, the full room hire amount specified in Schedule One (1) shall be payable by the Hirer.

### D. Force Majeure

Force majeure will not affect the operation 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, a 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 City as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

## 1.10 Access to the Venue

The City 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 patrons (including the right to refuse admission to any person or persons).

## 1.11 Site Inspections

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

## 1.12 Hire of the Barnet Long Room

Maximum numbers of persons permitted in Customs House venues.

LOCATION	THEATRE	RECEPTION	BANQUET
Barnet Long Room	150	200	140
Pre-Function Lounge	-	100	-
Balcony	-	100	-

The Hirer must provide security / ushers approved by the City at the Hirer's cost. The number of Front of House personnel such as security or ushers required for an event at the Barnet Long Room is based on the nature of event and the physical spaces used.

Venue Management reserve the right to increase the level of security required for liquor related or crowd control issues and this will need to be discussed with Venue Management at the time of the production meeting.

## 1.13 Tickets

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

The Hirer must ensure that the City 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 City will instruct both the Hirer and the relevant ticketing agency to stop selling tickets if floor plans were not approved by the City, in which case ticket sales must not resume until such time as a floor plan has been approved by the City.

The Hirer must authorise ticketing agencies to make available to the City, whenever requested by the City, information regarding ticket sales. The Hirer must ensure that the City receives regular reports regarding ticket sales. The reports must be submitted to the City on a weekly basis from ticket sale commencement. The City 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 City to cancel the booking pursuant to clause 1.09C.

The Hirer will reserve from sale (at no charge) 6 complimentary seats for any publicly accessible events held in the Barnet Long Room. The City will advise the Hirer by 2.30pm on the day prior to the event if the seats are required, or returned to the Hirer for sale.

The Hirer must open the box office for ticket sales and collections a minimum of 30 minutes before each event.

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.

The Hirer must inform the City in writing of any intention to photograph, broadcast, televise or record any activity within the Customs House.

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 City.

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

The Hirer will not, unless approved by the City in writing, make any addition or alterations to the structure, facilities, goods equipment or decoration of the 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 City, and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the City. The City shall not have any liability in respect of loss of or damage caused to goods left in the venue.

## 1.21 No Smoking, 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, or flammable liquid or substance.

## 1.22 Catering

Any food or beverages consumed within the Venue must be sold or distributed by the Sydney Town Hall caterer nominated by the City.

## 1.23 Advertising and Signage

The Hirer must comply with the City's policy 'Customs House Signage Conditions' — a copy of which forms Attachment A to this document.

## 1.24 Presentation Standards

The City 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. The Hirer must comply immediately with any such request.

## 1.25 Council Officers

Council Officers or representatives of the City may be present at every function.

## 1.26 Right of Entry

The City'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.

## 1.27 Lost Property

Only the city staff may enter, examine and search the Venue for lost property after the termination of the hire. Any property on being found will be registered and disposed of in accordance with the City's guidelines.

All lost and found items at Barnet Long Room and will be held for up to 4 weeks in a secure storage area. Property not claimed within four weeks by the owner will be disposed of.

For any lost property enquiries, please call our Venue Management team on 9265 9282.

## 1.28 Regulations

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

## 1.29 Use of Dangerous Goods

The Hirer must not bring or permit others to bring any dangerous goods or weapons into Customs House, without the express written consent of the City.

## 1.30 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 Work Health and Safety legislation.

All Hirers and their agents, employees and contractors must comply with by the City's Work Health & Safety Policy while on City's premises.

A copy of the Work Health & Safety policy can be obtained from the City's website: [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)  
A copy can also be provided by Venue Management.

## 1.31 Prohibition of Assignment

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

## 1.32 Indemnity for Hirers and their Agents

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

## 1.33 Waiver

The provisions of this Agreement can only be varied or waived in writing.

## 1.34 Interest

The City reserves the right to charge interest, at a rate stated in the Fees and Charges (Interest on Overdue Debt), on all moneys outstanding to the City. The interest is calculated daily from the payment due date until the overdue money is paid.



### 1.35 Serving of Notices

Any notice will be given to the parties at the address set out in Schedule 1.

### 1.36 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 City to reflect the current changes and prices at the time of the event.

## ATTACHMENT A: CUSTOMS HOUSE SIGNAGE CONDITIONS

### Directional Signage

- | Ground Floor |  |
|--------------|--|
| ✓            | 1 x A3 sign stand at the ground floor staircase (provided) |
| ✗            | No other signage   |
| First Floor  |  |
| ✓            | 1 x A3 sign stand at the top of the stair case (provided)  |
| ✓            | Signage in the green zone                                  |
| ✗            | No signage in the red zone                                 |
| ✗            | Please do not move the lights on the lighting track        |



## Banner Material

Any material used as a curtain, blind, signage, flag or any similar décor in any part the venue, including the stage, must have a Flammability Index (based on a formula in AS1530.2) of no greater than 6, consistent with the BCA NSW Specification C1.10.

Evidence of this flammability index must be forwarded to Venue Management prior to event commencement. Without this confirmation of the materials flammability index, Venue Management reserves the refuse use of the material in the building.

## Additional Advertising/Display

No signage or item of display is to be fixed to the building under any circumstances.

Any requests to 'decorate' the venue space and building facade with items such as additional lighting and garlands must be put in writing to City Of Sydney Venue Management for approval. A detailed brief must be received a minimum of 30 days prior to event commencement.

The City of Sydney Venue Management reserves the right to remove any signage or display items around the venue that do not meet the above requirements.