

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

The Barwon Heads Arts and Community Hub (Arts Hub) is not a staffed venue but is managed and operated by Barwon Heads Arts Council Inc. (BHAC), a not-for-profit community group with a small committee of enthusiastic local volunteers. BHAC has signed a licence agreement with the City of Greater Geelong (Council) to manage the Arts Hub for the benefit of our local community.

The Venue

The Arts Hub is not a commercial function venue but a venue for arts and community use. All hirer fees contribute to operating costs. Every hirer is asked to keep the place tidy and clean to enable the entire community to enjoy this beautiful space.

Looking After Our Neighbours

The Arts Hub has residential neighbours as well as the Senior Citizens Club so we ask all hirers and users to be respectful of our community and keep noise to a minimum.

Permitted Hours and Numbers

The current planning permit allows the building to be available for hire 8am-6pm Monday-Sunday with a maximum of 33 people onsite at any one time. Special permission must be sought by the hirer with the Venue Representative (BHAC) to secure extended hours.

***Note:** the BHAC is in the process of seeking an amendment to Barwon Heads Arts & Community Hub's the Planning Permit and hopes to get approval for an increase in the number of people on site and after hours use and if successful the Venue Hire agreement will be updated accordingly.*

Walk if You Can

There is parking at the Arts Hub (including two accessible parking spaces) however, we strongly encourage our local users to walk or ride (bicycle racks on site) to the venue where possible.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Glossary

In this document unless expressed or implied to the contrary:

Barwon Heads Arts Council Inc. Registered Association A0059406N. ABN 92 713 897 621 (BHAC): is the licensee of the Venue.

Casual Bookings: bookings of the Venue made for events or functions which will not occur on a regular basis.

CoGG: City of Greater Geelong (Council)

Event Date: the event date specified, and if more than one date is specified, all of those dates.

Hirer: the Hirer specified, and where consistent with the context includes the Hirers' employees, agents, invitees and persons the Hirer allows into the Venue.

Regular Bookings: bookings of the Venue made for meetings, events or functions which will occur on a regular basis, e.g. daily, weekly or monthly.

Venue: the Barwon Heads Arts & Community Hub (Arts Hub), 5 Clifford Parade Barwon Heads, Vic. 3227.

Venue Representative: the Barwon Heads Arts Council (BHAC) representative, contact email admin@bhac.org.au and mobile 0457 263 455.

Animals

Animals are not permitted in the Venue unless the animal is a registered assistance animal. e.g. guide dog, assistance dog.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Bookings Procedures

Confirmed Bookings

A booking will only be confirmed in the Arts Hub calendar once the following steps are completed by the Hirer.

1. Venue Hire Agreement is signed and returned to the Venue Representative
 2. Copy of the Hirer's \$20m public liability insurance is received, unless other arrangements are made with the Venue Representative.
 3. Invoice issued by the Venue representative is paid in full, unless other arrangements have been made with the Venue Representative.
 4. The Venue Representative reserves the right to hire out the requested space to another party if the booking has not been confirmed under points 1-3 above.
- The Hirer shall only be entitled to use the particular part or parts of the Venue allocated by the Venue Representative for the booking.
 - BHAC reserves the right to concurrently hire out any other portion of the venue for any other purpose or purposes to any other person, group or entity at the same time.

Use of the Venue after agreed booking time

- All Hirers are required to comply with the agreed start and finish times and need to provide for set up and pack up times. Hirers not adhering to this condition may be charged for additional use at an amount up to the full hour of their hire rate category (Member, Non-Member).
- The Hirer must ensure that the venue is vacated in a **quiet and orderly fashion** with minimal noise and unruly behaviour in consideration of nearby residents.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Hiring Fees

Spaces	Off Peak Rates
Meeting Room One (up to 20 people) Meeting Room Two (12 people)	\$30 per hour Non-Members \$25 per hour BHAC Members
Indoor Studio/Gallery Space (2 hour minimum) See art exhibitions – see Appendix 1	\$60 per hour Non-Members \$35 per hour BHAC Members
Outdoor Makers Shed (2 hour minimum)	\$60 per hour Non-Members \$35 per hour BHAC Members
Indoor Studio/Gallery Space or Makers Shed (full day)	\$480 per day Non-Members \$280 per day BHAC Members
Main Building (excluding Makers Shed)	On Application
Entire Venue (including Makers Shed)	On Application
Bond	At discretion of Venue Representative

- To become a member of the Barwon Heads Arts Council, sign up at www.bhac.org.au .
- There is a surcharge on hire fees during peak periods – school holidays and long weekends – speak to Venue Representative.
- The listed Hiring fees will be reviewed on a regular basis.

Cancellation of Booking

Where the booking is cancelled by the Hirer, BHAC shall return any pre-arranged payment or Hiring Fee as follows:

- Where notification of cancellation is received by the Venue Representative at least one (1) calendar month prior to the Event date, any payment made will be refunded.
- Where notification of cancellation is received by the Venue Representative less than one (1) calendar month, but no more than two (2) weeks prior to the Event date, one half of any payment made shall be refunded.
- Where notification of cancellation is received two (2) weeks or less before the Event date, no monies shall be refunded.

If any bookings are cancelled by BHAC, any rental paid for unused bookings shall be returned in full.

Regular Bookings

If the allocated space is unused for a period of 2 or more consecutive weeks without notification being given to a Venue Representative as to the reason for non-use, BHAC has the right to cancel the booking without notice.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Alteration of Booking Times/Days/Rooms

Hirers wishing to alter their booking arrangements must contact the Venue Representative. The request will be accommodated where possible, however may not be possible due to other hirers and booking allocations.

Hirers wishing to hold an event either during or outside their allocated regular program hours of use (if applicable) will need to contact the Venue Representative.

Restrictions

BHAC reserves the right to refuse the use of the Venue for any activity or function, at the Venue's absolute discretion.

Breaches

Any Hirer, user group or person committing a breach of the conditions contained in the Venue Hire Agreement is liable to be refused future access to the Venue.

If the dispute remains unresolved and BHAC considers that the Hirer has been and continues to be in breach of the Agreement, BHAC will immediately end this Agreement without notice.

If in the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained therein, the decision of BHAC will be final.

Catering and Kitchenette Access

- Self-serve tea and coffee from the kitchenette may be included in the hire package, however all food on-site must be self-catered.
- There is NO onsite Liquor licence, therefore NO external alcohol is permitted on-site. Speak to the Venue Representative if you wish to arrange a temporary Liquor Licence.
- Please note that should you require catering or kitchen use, additional arrangements may be possible with our adjacent neighbour the Senior Citizens or locally.
- The kitchenette must be left in a clean and tidy condition after use, including the refrigerator being emptied of all perishables and cleaned out, and all benches wiped clean. Dishes must be hand-washed, dried and returned to their rightful place. Any spills on floor surfaces must be cleaned up. The kitchenette remains a community facility at all times.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Cleaning

- Hirers must leave the Venue in a clean and tidy condition, as per the Cleaning Checklist located on the wall above the security pad at the Venue entrance.
- Hirers are responsible for storing any equipment used in the appropriate place.
- At the conclusion of a meeting or function, the Hirer is responsible for taking rubbish with them. Any Hirer not observing this request will be charged a cleaning fee on each occasion.
- The bathroom/toilets need to be cleaned and left in a spotless state. Cleaning materials are located in the cubicle in the bathroom area.
- Cupboard in the bathroom has brooms, mop, vacuum cleaner and cleaning agents. Cleaning items are also located in the Maker shed.
- Floors must be left clear of all rubbish.
- Spills are to be swept / mopped as required.
- Chewing gum is not permitted within the Venue.
- If the cleaner is required to do additional cleaning, a minimum \$120 fee will be on-charged to the Hirer.

Damage

- On arrival at the Venue if damage is noticed the Hirer must make note of the damage in the Condition Book located in the kitchenette.
- Any damage to the Venue or personal damages **must be immediately reported** to the Venue Representative.
- No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected in the Venue or attached to the walls, doors or any portion of the Venue without the prior consent of the Venue Representative.
- If any damage is incurred to the Venue during the hire date (s) the BHAC's assessment of damage shall be final, and the Hirer, upon request, shall pay BHAC the cost of repairing such damage.

Exhibitions

For terms and conditions, see Appendix 1 (Page 9)

Emergency Procedures

Emergency evacuation plan installed near the front door of the premises which outline evacuation process.

The hirer is responsible for the safety of all guests attending your function. The hirer agrees to the following:

- all emergency exit doorways and passageways will be clear at all times
- the appointment of an emergency officer or warden responsible for familiarising themselves with the emergency exists and capable of directing patrons as required
- read and abide by the emergency evacuation plans located on the walls within the facility and inform the guests
- familiarisation of the location of the fire extinguishers within the facility (instructions are available on all extinguishers)
- in the event of an evacuation, ensure all patrons have been evacuated from the facility and meet the fire officers attending as a response to the fire-emergency.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Grievances and Dispute Resolution

If any dispute arises between the Hirer and BHAC in respect of this Agreement, either party must give written notice of the dispute to the other party. The parties must then take all reasonable steps to resolve the dispute.

GST

BHAC is a not-for-profit community organisation and is not registered for GST.

Heating / Air Conditioning

Please ensure all six reverse cycle air conditioning units are turned off when leaving Venue.
Please ensure that heating units are turned off in the Makers Shed when leaving.

Hours of Operation

The Venue is available for bookings during the following times:

Monday – Sunday: 10am – 6pm.

Booking requests are to be emailed to admin@bhac.org.au or via mobile number 0457 263 455

Codes / Swipe Cards and Security

- Security swipe cards and keys for regular users will be issued by the Venue Representative.
- Regular Hirers can speak to the Venue Representative to organise their own key set after paying a refundable deposit of \$60 (2 keys) or \$90 (3 keys).
- The Venue has an alarm system that Hirer will need to disarm. There is no paid Venue Manager on site to assist so the Venue Representative will organise an induction with the Hirer before the booking to explain the security system.
- Details of swipes issued and keys will be recorded in the Key Register with the Venue Representative.
- Swipe cards are to be used only by approved / nominated users on days and times agreed.
- Misuse of swipes could result in users no longer being allowed access to the Venue.
- The Hirer is responsible to ensure that all external exits are secured and locked before leaving the Venue.
- The security alarm must be turned off when entering the building (left of front door, red light off) and turned on when leaving the building (red light on).
- Security and access information will only be issued once payment of the Hiring Fee is received.
- A users checklist for the Venue will be supplied in the kitchenette at the Venue for Hirers. This will provide a checklist for opening and closing up the Venue.

Lighting

All outdoor lighting at the venue is sensor activated.

All indoor lighting at the Venue needs to be turned off before leaving.

No variation to the lighting shall take place without prior approval of the Venue Representative.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Maximum Accommodation

The Arts Hub building has the capacity to accommodate over 100 people (Meeting Room 1 – 20 patrons, Meeting Room 2 – 12 patrons, Makers Shed – 30 patrons, Main Exhibition Space – 80 patrons) but the maximum number of persons allowed in the Venue at any one time is **33 people**. This is a requirement of the current planning permit. The Hirer must not exceed this number of people, however there is allowance to have a larger group but approval must be secured in advance by the Venue Representative.

Obstructions

The Hirer shall ensure that the Venue is not overcrowded and that all emergency exits, passageways and corridors remain free of obstructions.

Open Flame & Candles

No open flame, blow torches, lamps or candles shall be used in any part of the Venue.

Users Checklist

A Users Checklist for the Venue will be available in the kitchenette for use by all Hirers.

Performing Rights

The Hirer shall not produce or permit to be produced at the Venue, any dramatic or musical work in infringement of copyright or performing rights. The Hirer agrees to indemnify the BHAC against any claim for breach of copyright.

Public Liability Insurance

BHAC requires that all Hirers provide evidence of their Public Liability Insurance for a minimum cover of \$20,000,000 in respect of personal injury and property damage as a result of activities undertaken by Hirers.

BHAC policies do not cover user groups or hirers. Use of the Venue is at the sole risk of the Hirer and BHAC shall not in any way be liable for injury, damage or loss incurred or sustained to any person or property by the use of the Venue.

Any extra insurance coverage deemed necessary by BHAC must be paid for by the Hirer and evidence of the insurance submitted to the BHAC prior to the event.

The Hirer of the Venue shall not knowingly do anything which may invalidate the conditions of any insurance policies held by BHAC and shall immediately cease any activity which has that effect even if not requested to do so by BHAC.

Seating For Events

The Hirer may vary the arrangement of seats in the Venue provided they are returned to the original configuration.

Security

The Hirer shall, if instructed by the Venue Representative, arrange for security for their event at the Venue, at the Hirers cost.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Smoking

Smoking and Vaping inside the **property boundary** is strictly prohibited.

Structures

No permanent or semi-permanent structures are to be erected in or on the Venue.

Sub-Letting

No portion of the Venue hired shall be on-hired, sub licensed, or any booking transferred.

Theft

BHAC and their volunteers are not liable for any loss or damage sustained by the Hirer, or any person or firm supplying any article to the Hirer.

Any suspected theft should be reported immediately to the Venue Representative.

Liability of Person Signing the Application Form

Where a person signs the Application Form on behalf of the Hirer, the person signing the Application Form:

- Warrants the he or she is authorised to sign the Application Form on behalf of the Hirer; and
- Guarantees that the Hirer will strictly observe and perform its obligations in the Agreement; and
- Agrees to ensure that the Hirer pays to the BHAC on demand any money for any loss suffered by BHAC due to a breach of this Agreement by the Hirer.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

BOOK A SPACE admin@bhac.org.au **m: 0457 263 455**

Please complete Venue Hire Application Form

Name of Event	
Date of Event	
Time (including set up and clean up times)	
Venue Space/s to be booked (Meeting 1, Meeting 2, Meeting 3, Studio Space/Exhibition Space, Outside Maker Shed)	
Description of Event	
Number of Attendees	
Hirer's Name	
Organisation	
Address	
Postcode	
Phone	
Email	
Alternative contact details	
Do you have \$20m public liability insurance?	Yes / No Please send to our Venue Representative with this signed agreement.
Is it proposed that alcohol will be sold at the event?	Yes / No Contact our Venue Representative for further details.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Declaration

The following declaration is to be signed by the Hirer.

It is important you fully understand the terms and conditions of this Venue Hire Agreement. It is the responsibility of Hirer to meet the conditions and provide all necessary documentation outlined here and provide to the Venue Representative before the booking is confirmed.

Name of the Event: _____

Date & Time of the Event: _____

I have read the Venue Hire Agreement and accept and understand the term and conditions of hire pertaining to the event.

Name: _____ Please Print

Position: _____ Please Print

Organisation: _____ Please Print

Signature: _____

Date: _____

Phone Number: _____

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Appendix 1 – Art Exhibitions

- Exhibition space pricing for **Off peak periods**¹;

Main Exhibition Space	\$150 per week + 20% commission on art sales
Meeting Room 1	\$50 weekly rate – (4-week minimum hire) 20% Commission on art sales
Meeting Room 2	\$50 weekly rate - (4-week minimum hire) 20% Commission on art sales

Exhibition Hours and Access

- Exhibition opening hours: Thursday – Sunday 9am – 4pm
- Access for exhibition install Monday -Wednesday prior to exhibition opening. During exhibition periods this period (Mon-Wed) will be *by appointment only*.
- All exhibitions must completely be packed down by 4pm on the final Sunday of their exhibition period.
- It is the responsibility of the exhibitor to man and supervise the exhibition space during the exhibition hours. If required, the Venue Representative can provide volunteers. Please discuss this option with the Venue Representative.
- The exhibitor agrees the Venue Representative can hire the exhibition space to other hirers on Monday-Wednesday for the purposes of meetings, events and workshops.

Exhibitor Requirements

- The following documentation needs to be supplied at least 4 weeks prior to the exhibition so the Venue Representative can undertake social media promotion.
 1. Artist Biography
 2. High Resolution images
 3. Written exhibition/ project description, including exhibition title, the general concept for the exhibition.
- All cataloguing of artwork including photography is the responsibility of the exhibitor, and needs to be completed prior to exhibition opening.
- While the Venue Representative will undertake some social media promotion on behalf of the exhibitor, it is the responsibility of the exhibitor to promote the exhibition through their own channels.
- It is the responsibility of the Exhibitor to insure their artwork. The Venue Representative has minimal contents insurance cover.
- Exhibitors can hold an exhibition opening at their own expense. A temporary liquor licence will be needed by the exhibitor if alcohol is to be sold.

¹ Peak exhibition times are: January School Holidays & Australia Day, Labour Day Weekend, Easter, Kings Birthday Weekend, AFL Final Weekend, Melb Cup Long Weekend.

VENUE HIRE AGREEMENT (VHA)

Barwon Heads Arts and Community Hub

5 Clifford Parade, Barwon Heads. e: admin@bhac.org.au m: 0457 263 455

Exhibition Sales and Payment

- All art sales will be processed through the Venue Representative's banking/EFT systems.
- All art sales minus the Venue Representative's commission will be transferred to one nominated bank account within the following 7 business days after the exhibition.

Curatorial Requirements

- The Venue Representative will have final curatorial approval of exhibited work.
- Volunteers can assist hanging if needed by exhibitor. At least four weeks notice is required.

Exhibition Installation

- Provide the Venue Representative at least four weeks in advance all technical and material requirements for the installation. Consult with the Venue Representative on all plans for installation, and to personally supervise the installation of the exhibition.
- The hanging requirements for artwork are: 2 x D-rings attached.
- It is the responsibility of exhibitor to assist with the hanging of the exhibition.