

# Conditions of use for Casual and Regular Hirer of the Jets Creative Studios



The Terms and Conditions set out in this document apply to the hire by any community group or individual entering into an agreement for the use of Banyule City Council Jets Creative Studios. Any breach of these conditions may affect refunds, insurance cover and result in the Hirer being liable for any costs or expenses incurred resulting from such breach.

## **BOOKING REQUIREMENTS CASUAL HIRE:**

This requires a minimum booking time of 4 hours to book a space at Jets Studios for rehearsals and a minimum session time of 4 hours for recordings.

## **PLEASE NOTE:**

Bookings for this venue need to align with our values as a youth community space; the activity needs to engage with young people aged 12-25 or support vulnerable marginalised community members. If over 25, bookings need to be a non-commercial/not for profit activity or event, be a community organisation, with the outcome being to build life skills or positive wellbeing.

## 1. FEES AND CHARGES

The Fees and Charges for the hire of Jets Studio are fixed by Council annually in July.

**CASUAL HIRE:** Casual hire of any Jets spaces is done on a per-hour basis, with minimum booking time requirements, and options to include facilitated support. **PLEASE NOTE:** All recording sessions include a sound engineer. This inclusion is non-negotiable.

**BOND:** Jets Studio does not take a bond fee for the use of its facilities.

**HIRE FEE:** The Hire fee must be paid no later than **one month** prior to the date on which the venue is required. If that date is less than **one month** from the Hire Date, it must be paid as soon as possible.

## **REGULAR HIRE:**

The hire fee is charged on a monthly basis and is payable with VISA or Mastercard via the Bookable online portal. This must be paid within 21 days of the invoice issue date.

For all Community Bookings of All Spaces, at Jets Studios, it is required that payment is taken; this is due to exclusive access to the Hirer and the cover of overheads, such as casual staff, to be in attendance for the duration of the booking (including during out of trading hours).

## **OVERDUE INVOICES**

Unpaid invoices outside 90 days could result in bookings being cancelled and referred to debt collection.

## 2. CANCELLATION

### **CASUAL HIRE:**

Where any cancellations are made less than **72 Hours** prior to the Hire Date, 100% of the Hire Fee will become due and payable.

### **REGULAR HIRE:**

Any cancellation of bookings during our trading hours for the hire of the Venue must be communicated to Jets Staff to receive a full refund. Where any cancellation made less than **48 Hours** prior to the Hire Date, 100% of the Hire Fee will become due and payable.

Council reserves the right to cancel any confirmed booking whether **CASUAL** or **REGULAR**, for reasons of national, state or local district emergency without being liable for any compensation. In the event of such an occurrence any Hire Fee and security deposit paid will be refunded in full.

### 3. RUBBISH REMOVAL AND CLEANING

All Hirers must work collaboratively and make any necessary arrangements to ensure that the Venue is maintained in a clean and tidy condition at all times. All rubbish must be removed from the spaces booked and placed in the bins provided. In the event that any rubbish cannot be accommodated within the bins provided, **THEN THE HIRER MUST, AT THE HIRER'S COST, MAKE ALTERNATIVE ARRANGEMENTS FOR THE REMOVAL OF SUCH EXCESS RUBBISH.**

The Hirer must ensure that:

- the Venue/booked spaces are left in a clean and tidy condition.
- equipment & products requiring cleaning must be provided by and at the cost of the Hirer.
- no liquid or solid waste is swept or washed into stormwater drains; and
- all guests in attendance remain within the Jets Studios boundaries throughout the function. loitering beyond the Jets Studios boundary is not permitted at any time.

THE VENUE MUST BE LEFT IN A CLEAN AND SATISFACTORY CONDITION: AN ADDITIONAL CLEANING COST WILL BE INCURRED IF THE VENUE IS LEFT IN A MANNER NOT DEEMED SATISFACTORY BY BANYULE CITY COUNCIL

### 4. DAMAGES

The floors, walls, curtains or any equipment or any fittings or furniture must not be broken, pierced by nails or screws or in any other way damaged, including the use of adhesive tape.

The Hirer accepts responsibility for damage to Council, private or public property and agrees to meet the full cost of cleaning or repairing or replacing any Council, private or public property in the vicinity of the Venue damaged as a result of the hire of the Venue by the Hirer.

### 5. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind may be placed in or on, attached or affixed to any wall, door or any other part of the Jets Studios, or any fittings or furniture contained in the Jets Studios, without the prior written consent of Council.

### 6. SMOKING/VAPING IN VENUE

The Hirer must ensure that all guests and invitees are aware that **SMOKING OF ANY KIND IS PROHIBITED IN ALL JETS STUDIOSS & VENUES.** Jets Studios is a drug, smoke, vape and alcohol-free environment at all times.

### 7. SALE OF FOOD AND LIQUOR

The Hirer must comply with the *Food Act* 1984. If the Hirer sells or intends to sell food, the Hirer must hold a current Food Act Registration Certificate. The Hirer must not sell unpackaged food without the prior written consent of Council. Consent will not be granted if the Jets Studios does not comply with the requirements of the 'Guidelines for Food Premises Design and Equipment' based on the ANZFA Food Safety Standard 3.2.3.

A copy of the Food Act Registration Certificate must be prominently displayed in the Jets Studios at all times.

## 8. GAMBLING

The Hirer must ensure that all guests and invitees are aware that **GAMBLING AND THE PROMOTION OF ANY GAMBLING OR GAMING FOR GAIN IS STRICTLY PROHIBITED**

## 9. ITEMS NOT PERMITTED

Jumping Castles, Spit Roasts & BBQs are also not permitted to be operated under any circumstances either inside or outside the Venue.

## 10. NOISE LEVEL & TIME RESTRAINTS

Noise must be kept within levels specified by the Environmental Protection Authority (EPA) within the studio spaces of the Venue. No musical instrument, amplified sound equipment or public address system (except for a public safety address), must be audible from outside the Venue during times of noise limitations listed below. All Rehearsal Rooms include information about hearing safety and decibel (dB) readers to verify safe noise levels.

All noise must cease by the following times:

**Monday to Thursday 10.00 pm, Friday & Saturday 12.00 am, Sunday 11.00 pm.**

The additional hour of usage should be used to clear, clean and vacate the premises. **The Security Deposit may be forfeited** if complaints are received regarding excessive noise or non-adherence to these times.

## 11. INDEMNITY

The Hirer agrees to indemnify and to keep indemnified the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's use and occupation of the Venue and performance or purported performance of the Hirer's obligations under this agreement, and directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify the Council will be reduced proportionally to the extent that any act or omission of the Council contributed to the loss or liability.

Council takes no responsibility for property or equipment owned by the Hirer. The Hirer must take out and keep current appropriate insurance to cover all property and equipment owned by the Hirer and stored or used at the Jets Studios as part of this agreement.

The Hirer must take adequate precautions to ensure that any property or equipment is stored safely within the specified storage areas, in compliance with this agreement, and that any equipment, particularly electrical equipment, is adequately and properly maintained. Electrical equipment must comply with Occupational Health and Safety standards. No untagged equipment OR OUT OF DATE TAGGED EQUIPMENT may be used.

## 12. INSURANCE

**CASUAL HIRE + REGULAR HIRE FOR INDIVIDUALS/COMMUNITY GROUPS:** The Hire fee includes public liability insurance. The Hirer must inform Council of any incident that occurs in the Jets Studio either prior to, during or after the Hire Date.

**REGULAR HIRE (Organisations):** Although Council's Liability Insurance Policy covers Council for its negligent acts associated with its facilities, it is a requirement that the Hirer take out public liability cover to provide indemnity and minimise costs associated with any possible claim against the Hirer.

The Hirer must, always during the Hire Period, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy"), in respect of the activities conducted by the Hirer, in the name of the Hirer providing

coverage for an amount of not less than **\$20,000,000**. The Public Liability Policy must be taken out with an insurer approved by Council.

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by the Council and must extend to cover the Council as Principal with respect to claims for personal injury or property damage arising out of the negligence of the Contractor.

The Hirer must email a copy of a Certificate of Currency to [jets@banyule.vic.gov.au](mailto:jets@banyule.vic.gov.au) as evidence of appropriate public liability cover, preferably noting Council's interest, and covering the period of the hire. It is the responsibility of the Hirer to ensure that cover extends the life of the lease, this includes providing proof of renewals.

## 13. EMERGENCY PROCEDURES IN VENUE

Jets Studios provides and (with the support of Banyule City Council vendors) maintains emergency fire prevention equipment such as extinguishers for firefighting and fire orders for the guidance of the Hirer of venue.

In return, the Hirer agrees to:

- Keep displayed in prominent locations, emergency notices and Fire Orders.
- Not interfere with any emergency equipment or notices.
- Advise Jets Studios if the emergency equipment is used.
- Meet the cost of replacement or repair of such emergency equipment caused by any improper use will be at the Hirer's expense.
- Immediately notify Council if the fire prevention equipment is used or an emergency occurs.
- Be aware of proper procedures for, and be responsible for, the safe and orderly evacuation of guests from the Jets Studios if an emergency occurs.

## 14. GUIDELINES FOR EMERGENCY EVACUATION PROCEDURES

### USE OF BUILDING

The Hirer must:

- Know where all safe exits and exit paths are located.
- Designate a safe external assembly point.
- Keep all exits and exit paths clear during use of Jets Studio.
- Know where emergency equipment is located (e.g., fire extinguishers).
- Ensure activities to be undertaken by the Hirer and the Hirer's guests are not dangerous.

### EMERGENCY EVACUATION

The Hirer must:

- Identify the exact nature and location of the emergency.
  - *If practical hirer may attempt to extinguish fires in its infancy with a fire extinguisher.*
- Contact Emergency Services 000.
- Remain calm and evacuate in an orderly manner.
- Remember to search all areas of the Jets Studios for stragglers (only if safe to do so).
- Report to the emergency authority (e.g., Fire Brigade) on the status of all persons.
- Only re-enter the Jets Studio when authorised by the emergency authority.

**SAFETY** of the Hirer of this Jets Studios and the Hirer's guests is the **Hirer's responsibility** whilst under the Hirer's care and control.

**EMERGENCY CONTACT AFTER HOURS - TELEPHONE: 03 9457 9855**