



21 Wentworth Avenue, Kingston

Fitters' Workshop | Conditions of Hire

General

Hirers are to enter into an agreement with the ACT Government and are bound by the following conditions. Hirers should read them carefully before signing the Agreement to Hire, the "Agreement".

Permission to use

The ACT Government has total discretion to accept or decline any application. The Hirer will not provide false or misleading information, or omit to provide information that will result in the application being false or misleading. Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of a booking. The Hirer should not use the building for any purpose other than that specified within the "Agreement". It is the responsibility of the Hirer to see that their guests adhere to these conditions.

Where functions are attended by persons under the age of 18 years, the Hirer will be the person responsible for actively supervising the function. The person completing the booking form is subject to these terms and conditions. The hiring may not be assigned or transferred to any other person, persons or organisation without prior written permission of the ACT Government. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times.

Tents or marquees may not be erected without the written permission of the ACT Government.

No animals except "service dogs" may be admitted to the venue except with prior arrangement.

Refundable Deposit Bond

The bond is fully refundable subject to any damages, cleaning, overstay of hire period, theft, misuse or vandalism of property. The bond is held by the ACT Government as a guarantee of compliance. Once the full compliance with the Conditions of Hire has been confirmed, repayment of the bond will typically occur within six (6) weeks of the Hirer providing their bank account details.

Any damage caused by the Hirer may result in a deduction of the bond and will be advised in writing. Where possible photos with evidence will be provided. The damages noted are at the ultimate discretion of the ACT Government. The Hirer will be liable for all costs incurred for damages and repairs that exceed the amount of the bond. Should the Conditions not be complied with, the bond or part thereof may be forfeited. The bond will be held by the ACT Government until any dispute (if any should arise) has been resolved. The ACT Government reserves the right to retain the bond, in full (or in part) to cover or be deducted from make good repairs or cancellation penalties.

Hire Charges

Charges are current until 30 June and subject to change 1 July each year. Hire fees applicable are dictated by the event date, not the booking date. All of the fees listed are GST inclusive except the refundable deposit bond is GST free.

****To be entitled to the community rate the Hirer must produce a copy of its ACT Certificate of Incorporation or not for profit registration at the time of placing the booking.**



Fee Schedule

| | | Commercial | Arts/Community** |
|---|----------|--|------------------|
| Monday–Thursday | | \$500.00 | \$250.00 |
| Friday–Sunday & Public Holidays | | \$600.00 | \$350.00 |
| Full Weekend (Fri–Sun) | | \$1,600.00 | \$850.00 |
| Full Week (7 consecutive days) | | \$3,600.00 | \$1,850.00 |
| Refundable Security Bond | \$300.00 | The refundable security bond payment is required within 14 days of receipt of a completed Agreement to Hire. Until payment is received the booking is not confirmed | |
| Public Liability Insurance | \$200.00 | For individuals and non-incorporated community entities (Conditions Apply, see Section <i>Indemnity and Insurance</i>) | |
| Administration Fee | \$100.00 | If bookings are cancelled after confirmation and payment of bond | |
| On Call Fee | At Cost | Calls to the Response Centre for hirer responsible works, for example: power overload at fault of hirer | |
| Additional Inspection | \$100.00 | Additional inspections/orientations (in excess of 3 included) | |
| Portable Lectern and Microphone Hire | \$250.00 | Items will be available for collection/return from our office. | |
| Cancellation Fee | \$100.00 | See “Cancellations on a Sliding Scale” Section | |
| Front Bollards | Varies | The front bollards can be open/closed upon request and in advance. The rates are charged at: Monday to Saturday at \$438.00 and Sunday \$584.00. | |

**To be entitled to the arts/cultural/community rate see daily hire fee (arts/cultural/community hires) section.

Payment Method

Payment can be made by credit card or electronic funds transfer. Cash and EFTPOS facilities are not available.

Total outstanding balances must be paid no later than eight (8) weeks prior to the booking date. Unless the final invoice is paid on time, the ACT Government reserves the right to cancel the booking. Access to the venue will not be provided until the balance is paid.



Cancellations on a Sliding Scale

No monies are refundable unless the booking is cancelled in writing at least eight (8) weeks prior to the hire date. The ACT Government reserves the right to deduct the cancellation fee from bond monies held. In other instances, a cancellation invoice will be issued separately if the booking is cancelled before bond is paid. Should the Hirer cancel their booking at any time there is a refund policy within these periods;

| | |
|--|---|
| A cancellation fee applies in all scenarios once a booking form has been provided (<i>this includes booking cancellation during the time of submitting a booking form whilst awaiting issue and payment of invoice</i>), plus: | \$100.00 |
| Event cancelled or adjustment of hire period 0 to 4 weeks before the event date; | 100% of the original hire fee will be forfeited. |
| Event cancelled or adjustment of hire period 4 to 6 weeks before the event date; | 50% of the hire will be forfeited. Otherwise 50% of the difference in original vs. new hire period shall apply to the booking. |
| Event cancelled or adjustment of hire period 6 to 8 weeks before the event date; | 25% of the hire fee will be forfeited. Otherwise 25% of the difference in original vs. new hire period shall apply to the booking. |
| Event cancelled or adjustment of hire period 8+ weeks before event date. | 0% of the hire fee will be forfeited. |

The ACT Government reserves the right to cancel bookings at any time. In such cases all monies will be repaid and the ACT Government will not be liable to compensate the Hirer or any other entity for any losses which may be suffered.

Daily Hire Fee (Arts/Cultural/Community Hires)

At the time of placing the booking the Hirer must produce either a copy of its ACT Certificate of Incorporation, not for profit registration or the artistic aspect to the event must be described for consideration. The discounted rate is available for live music such as choir, chamber music and other acoustic performances and also includes uses of gallery space for visual arts exhibitions of groups, individual artists or community projects. Photo shoots of up to 5 people are included; however sessions hosted by photographers attract the commercial rate. Acceptance into the arts/cultural hire category is at the discretion of the ACT Government.

Bookings Placed Within Six Weeks of the Hire Date

In such instances the bond, hire fees and other costs shall be paid immediately in order to secure the booking.

Overstay of Hire Period

In special circumstances and subject to availability Hirers may request for equipment to be collected outside of the hire period. The Hirer request and ACT Government approval is to be in writing. If written approval has not been granted, overstay of hire period charges will apply, these charges will be at the discretion of the ACT Government.

Hire Period

Full day hire includes use of the venue from 9:00 am on the day of hire until midnight.

The hire period shall include access to the venue for all set up and take down requirements. If the Hirer fails to vacate the venue after the conclusion of the hire, they shall pay the ACT Government upon demand, additional charges at current rates.



Portable Lectern and Microphone

A portable lectern and microphone is available for hire. See fee schedule table for charges.

Outdoor Use

Use of any area outside the building requires approval. For further information; please contact Access Canberra to discuss your application via phone (02) 6205 4400 or via email ACEvents@act.gov.au.

Facilities

- Industrial space with plenty of natural light.
- There are no bathroom facilities; Hirers are required to source temporary amenities for the duration of their hire.
- There are no kitchen facilities or running water on site.

Equipment and Decoration

Smoke machines, sparklers or any other smoke producing item may not be used in the building under any circumstances. Should any smoke detector or alarm be activated during your hire, the bond may be forfeited and additional charges may be incurred for the call out of the ACT Fire Brigade/ACT Government Staff Member.

All helium balloons must be removed from the building before departure as their movement in the building may cause security alarms to be activated. A bond deduction may be required if the security alarms are activated for this reason. No nails, staples, paint, screws, tape, blue tack or glues are to be used. All decorations are to be removed completely.



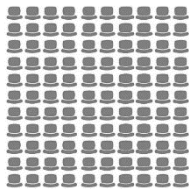
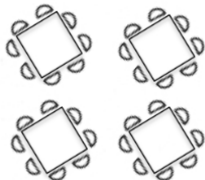
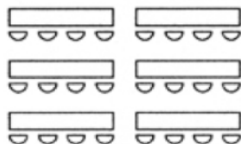
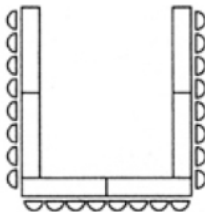
Venue Occupancy

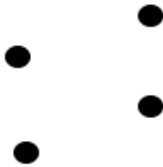
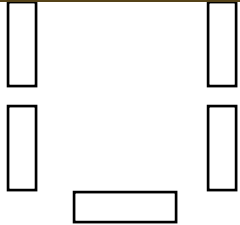
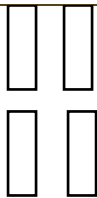
The Hirer agrees not to exceed the occupancy limit at any time, and is personally responsible for the enforcement of the limit during the term of the agreement.

The Hirer agrees that it will, at all times, have control and conduct of the event. If the ACT Government reasonably suspects the Hirer will not have control of the event, they reserve the right to immediately cancel any booking made and the Hirer shall forfeit any fees, charges or bonds paid.

The occupancy numbers for the venue are listed below. Note that clear access paths to the designated exits are to be maintained at all times. These numbers are for maximum internal occupants only. The Hirer is to determine if the venue is appropriate for their event considering the event set up detail, attendee comfort level, etc.

Occupancy*

| Style | Capacity | Diagram |
|--------------------------|----------|---|
| Lecture / Theatre | 200 |  |
| Banquet / Wedding | 200 |  |
| Seminar Style | 200 |  |
| Boardroom | 200 |  |

| Style | Capacity | Diagram |
|---------------------------------|----------|---|
| Cocktail | 200 |  |
| Art Gallery / Exhibition | 120 |  |
| Retail / Shop | 160 |  |
| Dance | 200 | (no furniture) |

*Bookings for a higher occupancy may be considered. Please contact the Booking Officer to discuss.



Fire Brigade Call Out

In the instance where ACT Fire and Rescue attends due to a False Alarm deemed to be fault of the Hirer, the Hirer shall pay the attendance fee. This false alarm fee in all instances exceeds \$1,300. The actual fee could take up to 12 weeks following the hire to be known by the ACT Government due to the invoice scheduling of the ACT Fire Service.

Fire and Safety

Doors and fire services must be free of blockages and exit doors must not be locked. Travel paths throughout the venue shall be at least two (2) metres wide.

Highly flammable materials are not permitted within the premises.

No gas heaters, lamps, fires or use of fireworks is permitted either in the venue or its grounds or the surrounding public open space. Use of fireworks will result in immediate shut down of the event and the forfeit of all bond monies and possible prosecution.

Alarm Beam

Open-area Smoke Imaging Detection (OSID) measuring is in place for this venue. Any permanent or temporary obstructions within two (2) metres of the tiled ceiling will come in contact with this device. If your event requires activity within this area, please contact the Booking Officer to discuss your set up requirements. Additional charges may apply for variance to the pre-set monitoring arrangement.

Suppliers

We have a list of suppliers who have asked to be made known to our hires. The ACT Government is in no way associated nor has any contractual benefit for Hirers wishing to use their services. We cannot be held responsible for the quality or conduct of their business. The companies have simply expressed an interest in being known to our Hirers and their details can be viewed on the suppliers tab of our website.

Good Order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the venue and the immediate surrounds throughout the duration of the hire.

A cleaning charge may be incurred by the Hirer if the premises or immediate surrounds of venue are left in an unclean, untidy or unacceptable state as deemed by the ACT Government (or their representative). This cleaning charge may be higher if attendance is required at short notice, on a weekend or after normal business hours.

Theft, Damage and Making Good on Damages

ACT Government shall not be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article to the Hirer by reason of any such article being lost, damaged or stolen. The Hirer shall indemnify the ACT Government against any claim by any such person, firm or corporation in respect of such article or thing.

In the event of damage occurring to any part of the venue property, furniture or equipment while it is being used, the Hirer agrees to pay the ACT Government the cost of making good the damage (inclusive of fire equipment) and agrees to accept the decision of the ACT Government on the extent of any such damage and to whom the ACT Government engages to conduct the repairs.

The Hirer is required to leave the venue and grounds in the same condition and repair as at the commencement of the hire. If the venue and grounds are not left in the same condition or are damaged in any way whatsoever by the Hirer, guests or



employees, the Hirer shall be liable to pay the cost of restoring the venue or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.

First Aid

It is the responsibility of the Hirer to ensure the provision of adequate first aid is available during the period of hire.

Risk Management Plan (RMP) and Security

High risk events may require the Hirer to engage an ACT Government approved Security Company. The ACT Government will advise if security arrangements are required as part of the risk management plan.

The Hirer shall provide a complete guest list no less than four (4) days prior to the hire date that will be supplied to the security contractor. High risk events may require payment of a higher bond than normally required. The value of the bond of high risk events shall be determined by the ACT Government.

The ACT Government will advise if a risk management plan will be required for an event. Examples may include but are not limited to birthdays and after formal events. This plan shall identify the potential risks that may arise from holding an event at the venue and lists the steps the Hirer will take to reduce or mitigate identified risks. The risk management plan will be reviewed and a decision made if the booking is to be accepted.

Where security has been engaged, the security contractor shall collect the keys at the event conclusion for return to the ACT Government. Where required, the security arrangements made by the ACT Government, on behalf of the Hirer, permit the security contractor to shut down the event for any one of, but not limited to, the below scenarios:

- in the event of attendees causing 'serious' damage to the building itself;
- if attendees instigate and/or become involved in, violence or other anti-social behaviour;
- if those under 18 years of age are being served or consuming alcohol;
- attendee number exceeds the capacity of the building or is beyond reasonable control of security.

ACT Government security contractors check the premises routinely. However, should it be necessary for them to take action due to late closure or noise levels on the premises or surrounds, this may forfeit the deposit bond held. Should security or any ACT Government staff member be required to attend the premises for any reason in relation to the function, a callout fee (payable by the Hirer) may be charged.



Indemnity and Insurance

The ACT Government undertakes no responsibility for the property of any Hirer or other person.

The Hirer shall indemnify and keep indemnified the ACT Government, represented through the ACT Government, its employees and agents against all actions, suits claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of or in connection with the use of the venue including legal costs of any such actions, suits, claims and demands, except to the extent that any death, personal injury, damage or loss of property or financial loss was caused by the negligent or unlawful act or default of the ACT Government.

The Hirer shall insure against all such liability in the sum of \$20,000,000 and shall provide evidence to the manager of the currency of such insurance before the commencement of the hire.

Where individual or non-incorporated community organisation Hirers have taken up the public liability insurance option as part of the hire fees, that insurance will be deemed to meet the requirements of the ACT Government in relation to this hire agreement. Please note that the Products Liability limit for this insurance is in the aggregate and that if this limit is eroded by any claim, the hirer will be advised. Information on insurance providers may be found at either: [ANZIIF](#) or [NIBA](#). We are unable to recommend one particular company.

**** Public liability insurance for Individuals and Non-incorporated community entities:**

This cover is available for Hirers who are individual or non-incorporated community organisations. The cover meets the requirements of the ACT Government for the hire of this facility and provides up to \$20,000,000 public liability insurance coverage for the period of the hire including the set up and take down activities. A \$1,000 excess is payable by the Hirer covered by this insurance for any loss arising from any one event. This insurance arrangement is not available for incorporated community organisations or commercial entity Hirers.

Alcohol and Licences

Hirers are to comply with the provisions of all Legislation and Regulations such as the Liquor Act and Public Health Regulations, in place at the time of hire.

The consumption of alcoholic beverages is limited to within the venue precinct. No guest is authorised to leave the event with an open bottle of drink. Consumption of such beverages in cars, driveways and other areas is a violation of the venue Conditions of Hire and therefore prohibited.

Where alcohol/food is to be sold at a function, the Hirer must obtain the required Licence(s) for the event date(s) and shall supply the Booking Officer with a copy of the License(s) before the function.

The Hirer consents to prohibiting the provision, sale or supply of any alcohol to those under the age of 18 at events within the venue. A letter of support towards your 'liquor permit' application can be supplied upon request.

If food is to be sold at the venue, a food permit may be required. Please contact ACT Health – Health Protection Service to verify if any permits may be required.

Smoking

In accordance with ACT Government regulations, smoking is not permitted within 15 metres of the venue. Hirers who breach this regulation will forfeit the bond paid.

Additional Equipment

All equipment brought in by the Hirer must have a current compliance tag.



Good Neighbour Policy

The venue requires all users of the venue to be aware of the neighbours and to ensure that they be treated with respect, especially in regard to noise levels at night functions. Hirers are to comply with the Environment Protection Act 1997 (the Act). Please visit the Access Canberra website for the current noise standards.

Evening functions held must be concluded at 11.00 pm (i.e. music turned off at this time). Cleaning shall then commence for a 12.00 am exit from the venue (unless a third party cleaner has been arranged). Hirers who fail to comply with the 12.00 am closure may forfeit the bond in part or in full.

Asset Works

The ACT Government may, at times, be required to complete upgrades or maintenance work on the building. These works are sometimes known in advance. Where possible, the ACT Government will endeavour to provide adequate notice of any disruption to the Hirer. The Hirer agrees to the venue being taken on an 'as-is' basis on the event date.

Service Faults

The ACT Government accepts no liability to compensate the Hirer for any loss, which may be suffered through any failure in the appliances, lighting or other service in the venue. Without limiting the exclusion of liability, ACT Government will use its best endeavours to rectify any such failures as soon as possible after having been notified from the Hirer of the failure.

Orientation Manual and Venue Access

A venue orientation will be issued via email upon request and once final payment is received. A copy of the orientation will also be included with the venue keys and available from our office on the business day prior to the booking. Further hiring information including office address and opening hours will be provided closer to the hire date and once full payment has been received.

- The access pass/key is not transferable to any other person.
- The pass/keys must be deposited into the collection box upon exit; otherwise, returned to the ACT Government office during the next business day following the hire conclusion.
- All window/doors must be checked and locked before leaving.
- Should the pass be lost, the Booking Officer must be notified as soon as possible.
- A security patrol in the instance of an unsecure window/door will incur a fee as charged by the Contractor.
- Failure to return the access set at the conclusion of the hire will incur a \$50.00 fee (Incl. GST).

Instruction and Access

ACT Government or an authorised representative (including the Australian Federal Police (AFP), ACT Fire Brigade or approved Security Company) shall be entitled to unrestricted access to any part of the building during the hire. Any instruction given by an authorised representative to any person admitted by the Hirer shall be obeyed.

Australian Federal Police (AFP)

As a matter of course, the ACT Government provides the AFP with information on events being held in our facilities. Information may include the name and contact details of event organisers.



Market Organisers

Your public liability insurance shall be to the value of \$20 million and shall state:

- The name of principal organiser
- A description of the event
- The venue name and that all public areas of the venue are covered

Stallholders will hold their own insurance and it is the Hirer's responsibility to ensure they do so.

Provision of Amenities

Based on the number of attendees, Hirer's are required to ensure there are toilet facilities at your event for the number of expected attendees. As there are no bathroom facilities it is the Hirer's responsibility to make such arrangements; amenities are to be delivered and removed within the hire period. There shall not be any reliance on nearby outlets for provision of amenities.

Use of BBQ's

Electric and gas BBQ's are permitted at our venues if in accordance with safe operating guidelines. BBQ's are for outdoor use only. It is the Hirer's responsibility to ensure a nearby water source/fire extinguisher is available and also that a non-combustible ground cover mat is used. **During a total fire ban no BBQ's are permitted; it is the responsibility of the Hirer to determine the Fire Ban status on the day/s of hire.**

Frequently Asked Questions

- **Smoking** – Smoking is not permitted inside or within fifteen (15) metres from the building.
- The venue **does not** have any toilets; Hirers are required to make their own arrangements for supply of portable toilets based on the event size and programme.
- **Heating/cooling** – There is no heating or cooling at the Fitters' Workshop. Hirers can make their own arrangements for electric heaters only (not gas) should they be required.
- **Chairs/tables** – There are no tables or chairs available, however Hirers can make their own arrangements for supply, as required.
- **No animals** except 'service dogs' are permitted in the hall unless prior arrangement has been made.



Emergency Evacuation Procedure for Occupants

If at any time there is a Fire or Power Outage at Fitters' Workshop, the following procedures are to be followed:

1. Follow the fire evacuation routes shown at 'EXIT' locations within the building and evacuate through the nearest and safest point.
2. **Fire Evacuation:** Contact the ACT Fire Brigade by dialling 000 and provide the operator with your exact location.
Power Outage: Contact ACTEW by dialling 13 10 93 and provide the operator with your exact location.
IMPORTANT: No provision for landline telephone – Mobile telephone instructions only.
3. Once everyone has evacuated and assembled at the designated assembled area, carry out a quick check to account for all occupants.
DO NOT attempt to re-enter the building once outside.
4. Meet with the Station Officer (wearing a red helmet) from the first attending fire crew and give a brief description on the location of the fire if known and any other vital information.

NOTE: Serious consideration must be given before any attempt to extinguish a fire with the existing extinguishers or fire hose reels by occupants, unless they have been correctly trained in their use. Hose reels and extinguishers are first aid appliances and designed to extinguish small fires. No person should place themselves or anyone else in a position of danger in an attempt to extinguish a fire.



Agreement of Hire and Booking Form

| | |
|--|--------------------------------|
| Organisation/Entity name: | |
| Event Name and Website <i>(if you would like your public event details shared on our social media channels and our affiliates):</i> | |
| ABN / ACN: | |
| Contact name: | |
| Phone (work): | |
| Phone (mobile): | |
| Email address: | |
| Postal address (include post code): | |
| Physical address (if different to postal): | |
| Event type: e.g. exhibition, concert, festival, birthday (If for a birthday, include the age): | |
| Approximate number of attendees: | |
| Event date(s) (date range if applicable): | |
| Entry time to the venue on hire (or first date): | |
| Exit time from the venue on hire (or final date): | |
| Hire category (community/commercial/private): | |
| Liquor on the premise (please circle): | Sale Supply / Consumption |

Public Liability Insurance

Please note that a copy of your insurance certificate is to be provided prior to your hire.

| | |
|---|------------------------------------|
| Public liability insurer: | |
| **Individuals and Non-Incorporated Community Entities Insurance, offered by the ACT Government (fee applies); please circle to opt in. | Yes (Eligibility conditions apply) |

I have read and acknowledge the Conditions of Hire and agree to meet the conditions therein.

Signature of Hirer: _____ **Date:** _____