

Footscray Community Arts

Venue Hire Policy

Last updated 1 September 2021

Footscray Community Arts wants your venue hire experience with us to be safe, smooth and legally compliant, and ultimately presented to the highest standard possible.

Live Music and Festivals (large scale 750+ pax)

We welcome proposals for large-scale music festival venue hire activations that align with our programming values and vision. Large-scale amplified music events on our precinct require approval from both Footscray Community Arts and Maribyrnong City Council, to ensure all relevant local laws are adhered to.

Proposals for large-scale music venue hire events (750 pax+) on our precinct must adhere to the following:

- A minimum lead time of 6-7 months to allow adequate time for the Maribyrnong City Council permit process and adequate support and planning. Proposals with less than 6-months lead-time will not be considered.
- Adherence to best practice in noise, safety, risk, harm minimisation management and respect to our neighbours and the environment is imperative.
- 3-4 week written notice to our neighbours via letterbox drop at the hirers expense.
- Provision of relevant insurance documentation.
- Provision of all event documentation to Footscray Community Art's Production and Facilities Team for input.

Note that venue hire and event management costs will be payable to Footscray Community Arts for these types of events. Event permits may attract fees from local Council, which are the responsibility of the hirer.

Live Music (small to medium scale up to 750 pax)

FCAC accepts venue hire enquiries for indoor music and performance events with a maximum capacity of 250-300 people. For music events under 750 people, Footscray Community Arts reserves the right to decline outdoor venue hire to external producers for amplified music events. Events with low-level noise or acoustic music may be considered for outdoor events (eg Theatre). This is to respect the frequency of loud events for our neighbours. Get in contact with us to find out more.

Artistic Presentation

We pride ourselves on supporting hirers to present outstanding, impactful and memorable artistic projects. Venue hire for the presentation of artistic projects (including theatre, dance, exhibitions, music) are considered with the following criteria:

- Hirer has a track record of presenting work that is presentation-ready at a quality standard
- Hirer has a track record of attracting audiences to their work; timeliness and relevance of the work to audiences
- Alignment with our values and goals: to profile work by or for our communities of focus: First Nations, culturally and linguistically diverse, LGBTQIA+, and people with disability.
- Alignment with overall mix of programming at Footscray Community Arts.

General Venue Hire Terms and Conditions - Summary

- We cannot hold or guarantee venue bookings without payment.

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- Your hire is confirmed once full payment of the hire fee has been made, or security deposit received if the hirer requests to put a date on hold, and a signed venue hire agreement is in place.
- All hires and staff costs are subject to a minimum 3-hour charge.
- Sunday venue hire is charged at the full day rate.
- All fees are subject to GST.
- Your agreement will specify cancellation fees. Depending on the nature of the event, a bond may be required.
- We can offer wet weather contingencies at an additional fee. In the case of bad weather, there is option to change the date of event (pending availability and notice given 1 week in advance) with no additional cost incurred to hirer. Should no suitable date be available or hirer cancels event, 75% of venue hire fee is payable.
- The Hirer will ensure that the space is cleaned and left as it was found after the end of the event, by time. If extra cleaning or rubbish removal is required after the event, or if our Duty Manager is required to stay past time to lock up the venue, additional costs will be incurred.
- Large-scale and complex events may attract additional fees, and will be required to provide us with public liability insurance coverage.
- Hirers agree to follow reasonable directions by staff, including any COVID19 public health advice.
- In the event of cancellation due to COVID19, the Event Coordinator will work with the hirer. Cancellation fees will not be charges in the event of a snap-lockdown.
- We have a right to decline venue hire requests.

Venue Hire Terms and Conditions

1. General Conditions

- All Facility hire at FOOTSCRAY COMMUNITY ARTS is subject to G.S.T.
- FOOTSCRAY COMMUNITY ARTS's normal operating hours are as follows: 9.30am – 5.00 pm Monday - Friday
10:00am – 4:00pm Saturday - Sunday
Closed Public Holidays
- FOOTSCRAY COMMUNITY ARTS's On-Premises Liquor License covers trading as follows:
Monday to Friday – Between 9:30am and 11:00pm
Saturday, Sunday & Public Holidays (excluding Good Friday and Anzac Day) – Between 12 noon and 11:00pm
- Events in the amphitheatre that request a bar service may require the Hirer to apply for a Temporary Limited Liquor Licence. Details about this process can be found at <https://www.vcglr.vic.gov.au/liquor/major-or-temporary-event/apply-new-licence/apply-temporary-limited-licence>.
- FOOTSCRAY COMMUNITY ARTS is a licensed premises. To control the quality of service and safety of guests, alcohol can only be served and sold by FOOTSCRAY COMMUNITY ARTS Staff. Hirers are not permitted to serve or bring their own alcohol to any of our venues, including the amphitheater/outdoor areas. By using FOOTSCRAY COMMUNITY ARTS's bar service, you are also supporting a registered Australian charity.
- FOOTSCRAY COMMUNITY ARTS is not responsible for setting up or packing up of the facilities unless a prior arrangement has been reached with the Event Coordinator and staffing costs included in the quote. Hirers must consider set up and pack up times prior to establishing hiring times. If you would like Front of House staff to assist with set up, pack down, or clean up, please ask for a quote.

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- Individuals or groups that carry out activities deemed to be racist, sexist, homophobic, or have the potential to cause injury or incite violence, or otherwise of a discriminatory nature as defined in the Equal Opportunities Act are excluded from use of FOOTSCRAY COMMUNITY ARTS resources and facilities. FOOTSCRAY COMMUNITY ARTS reserves the right to decline hirers and promoters from using our venues.
- Individuals and groups who carry out activities that may compete or conflict with existing FOOTSCRAY COMMUNITY ARTS workshops, events, or activities are excluded from use of the FOOTSCRAY COMMUNITY ARTS facilities.
- Additional charges will apply in the case of damage. Also see 6.2 in the CONDITIONS OF HIRE.
- The buildings of FOOTSCRAY COMMUNITY ARTS are smoke free.
- Tea and coffee facilities for events in the Jack Kennedy Meeting room: clients are welcome to use the self-serve tea and coffee facilities in the kitchen area, but are expected to clean up the kitchen after your use. Hirers are expected to clean up food scraps or crockery (in the meeting room or foyer) and stack dirty plates and cups neatly on the kitchen bench. If you would like Front of House staff to clean up the room or foyer after your event, please ask for a quote.
- The use of glitter, confetti, and tinsel streamers is prohibited on FOOTSCRAY COMMUNITY ARTS grounds, both in indoor and outdoor venues. Any outdoor events require site clean-up on the same day. Rubbish cannot be left on-site overnight, and if so, a penalty of \$1,000 will apply.
- In the case of a medical emergency, standard practice at FOOTSCRAY COMMUNITY ARTS is to notify emergency services (Ambulance). Any cost incurred is the responsibility of the Hirer.
- In the case of a fire or other evacuation emergency, the Hirer has been supplied with FOOTSCRAY COMMUNITY ARTS's Emergency and Evacuation Plan.
- Parking at FOOTSCRAY COMMUNITY ARTS is subject to availability. Street parking is also available with Council enforced time limits and charges.
- Hirers are responsible for the provision of their event specific signage, as well as removal of signage after the event.

2. Conditions of Hire

2.1 Details of Rights

This Agreement gives neither the right of exclusive occupancy of the Facility nor any other rights except those contained in this Agreement to the Hirer

2. Hiring Terms

The Hirer agrees that during the hiring period the Hirer

2.1 will -

- 2.1.1 pay the hiring fee (including additional charges, if any), in accordance with the invoice provided;
- 2.1.2 provide a minimum of 1 adult event contact who will be on-site for the duration of the event and contactable at all times during the hire;
- 2.1.3 adhere to the directions of FOOTSCRAY COMMUNITY ARTS staff in case of emergency and other reasonable directions;
- 2.1.4 pay the cost incurred by emergency service (Ambulance/Police/Fire) called to FOOTSCRAY COMMUNITY ARTS in the unlikely event of a medical emergency;
- 2.1.5 be present at the Facility not less than 45 minutes before the advertised starting time of every performance or function for which the Facility has been hired;
- 2.1.6 complete bumping in and bumping out DURING the hours and dates respectively specified in agreement;
- 2.1.7 ensure all electrical equipment brought on site has a current Test-and-Tag certificate;
- 2.1.8 cover costs of electrical repairs required, and any costs incurred by any other parties in the venue, due to damage or loss of revenue caused by electrical fault due to non-compliance with 2.1.7; and
- 2.1.9 comply with all laws applicable to every purpose for which the Hirer uses the Facility.

2.2 **will not (and will not permit any other person to) –**

- 2.2.1 allow into the Facility for a public performance or event at any time more than the number of persons specified in this agreement;
- 2.2.2 use the Facility otherwise than for a purpose specified;
- 2.2.3 bring onto the Facility any plant or equipment without approval;
- 2.2.4 use electrical services including stage and other lighting, sound equipment and any flying system including hand line unless the same is operated by a suitably qualified person or persons approved by FOOTSCRAY COMMUNITY ARTS;
- 2.2.5 assign this Agreement or any rights granted under it;
- 2.2.6 affix or attach anything by any means to the Facility without approval;
- 2.2.7 gain access to the Facility otherwise than by the entry and route specified;
- 2.2.8 use the Facility otherwise than between the hours specified;

- 2.2.9 bring or sell alcohol at the Facility;
- 2.2.10 allow smoking in the Facility; or
- 2.2.11 use, perform, stage, exhibit or film any literary, dramatic, musical, artistic or other work as a public performance without the prior written approval of the owner of its copyright and will indemnify FOOTSCRAY COMMUNITY ARTS against all infringements of such copyright.

3. Repair

The Hirer undertakes that:

- 3.1 no damage (which in this clause is deemed to include injury, loss or destruction) will be done to the Facility, the Centre or the equipment by the Hirer or any employee, agent or invitee (whether the invitation is actual or implied) of the Hirer. The Hirer further undertakes that in the event of any damage, the Hirer will at the Hirer's expense make it good or, in the case of loss, replace that loss with a similar article of no less quality and value. Upon the Hirer's failure to do this within seven days after the damage occurs, the Hirer will be taken to have irrevocably authorised FOOTSCRAY COMMUNITY ARTS to make good or replace the damage and indemnify FOOTSCRAY COMMUNITY ARTS against all costs, charges and expenses of so doing;
- 3.2 at the end of the term the Hirer will immediately remove all the Hirer's fixtures, fittings, rubbish and chattels and restore the Facility to its previous state or condition.

4 Hiring Period

- 4.1 The hiring period is specified in this agreement, and commences on the commencement date.
- 4.2 The Hirer may cancel the hiring at any time, but a cancellation fee will be charged if cancelled less than four (4) weeks to hire date. The cancellation fee schedule is outlined in the Venue Hire Agreement.
- 4.3 FOOTSCRAY COMMUNITY ARTS may cancel the hiring at any time not later than three (3) weeks before the commencement date even though money has been paid in connection with that hiring but must refund that money to the Hirer and the Hirer must accept that refund. The Hirer will have no claim for loss or damage in consequence of that cancellation.
- 4.4 FOOTSCRAY COMMUNITY ARTS may cancel the hiring at any time if, in the sole and unfettered opinion of FOOTSCRAY COMMUNITY ARTS, any event has occurred or is likely to occur which has made or would make the use of the Facility dangerous to persons or property. All money paid in respect of that hiring must be refunded and the refund accepted in accordance with the provisions of sub-clause 4.2.

5. Liability

- 5.1 The Hirer will indemnify FOOTSCRAY COMMUNITY ARTS against -
 - 5.1.1 loss or damage to FOOTSCRAY COMMUNITY ARTS's property; including any electrical damage caused by use of electrical equipment that is not tagged and tested, and;
 - 5.1.2 claims by any person against FOOTSCRAY COMMUNITY ARTS in respect of personal injury or death or loss

of or damage to property caused or contributed to (to the extent contributed) by

any act or omission by or on the part of the Hirer.
- 5.2 If the Hirer is NOT a private individual the Hirer must produce to FOOTSCRAY COMMUNITY ARTS or its representative, whenever required a copy of the public liability insurance policy together with proof of payment of the current premiums.
- 5.3 FOOTSCRAY COMMUNITY ARTS will not be responsible for any damage or loss to any person, property, animal or thing by reason of the failure of the electricity supplied to the Facility or the failure of electrical equipment for whatever reason.
- 5.4 Ensure all electrical appliances and cables brought on site by the hirer are tested, tagged and up-to-date

6. Storage

- 6.1 Storage of equipment, catering or alcohol outside the hire period is not offered as part of this agreement, unless negotiated prior to the event.
- 6.2 If you require storage outside of the times listed in this agreement (other than alcohol, which we are unable to store on your behalf) please discuss with the venue at the earliest opportunity, as space needs to be booked and may need to be paid for.
- 6.3 If storage is agreed to, it is on condition that FOOTSCRAY COMMUNITY ARTS takes no responsibility for the security of your items.
- 6.4 Unless the hirer pays for storage space, the items will be stored in areas that may be used by others while your equipment is there, and/or may be inaccessible while others are using that area or

adjacent areas. FOOTSCRAY COMMUNITY ARTS takes no responsibility, and incurs no liability for costs if you incur extra charges from the hiring company because they are not able to access your equipment due to activities occurring in that room. This applies regardless of whether there was a booking in that room at the time that storage was organised or not.

7. Bond

7.1 As stated in the Venue Hire Agreement, a bond may apply to this hire. FOOTSCRAY COMMUNITY ARTS may use this bond toward satisfaction of any account payable as a result of any breach of this agreement. That application is not a waiver of that breach.

7.2 The losses for which the bond may be applied include, without limitation, repairs, rubbish removal and unpaid fees/charges occasioned by the Hirer or any person for whom the Hirer is responsible.

7.3 At the end of the hiring period, if the Hirer is not indebted to FOOTSCRAY COMMUNITY ARTS for breach of this agreement, FOOTSCRAY COMMUNITY ARTS must refund the bond or the balance of it.

8 Disputes

Any dispute concerning the interpretation of these conditions or any other matter contained in this agreement must be submitted to the Venue and Operations Manager (or in his/her absence the Director & CEO, FOOTSCRAY COMMUNITY ARTS) who will determine the matter in his/her sole discretion as an expert and not as an arbitrator. The Venue and Operations Manager (or Director & CEO, FOOTSCRAY COMMUNITY ARTS) may in his/her discretion refer the dispute to the Board of FOOTSCRAY COMMUNITY ARTS which will either itself or through an arbitration sub-committee of the Board determine the dispute and such determination will be final and binding on both parties.

9 Dictionary

In this Agreement the following words having the following meanings respectively -

"additional charge" means an additional charge referred to in the Payment Schedule and **"additional charges"** means all such charges;

"agreement" means this agreement;

"approval" means the prior written approval of FOOTSCRAY COMMUNITY ARTS;

"Centre" means Footscray Community Arts Centre and includes the Facility;

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"commencement date" means the commencement date specified in agreement;

"equipment" means the equipment specified and any additions to it;

"Facility" means the Facility described and includes the equipment specified;

"FOOTSCRAY COMMUNITY ARTS" means Footscray Community Arts Centre Ltd.;

"Hirer" includes the person or persons who sign this Agreement and all associations (incorporated or unincorporated), corporations, organisations (and their members), and persons whatsoever on behalf of whom he, she or they enter into this Agreement by signing it. All persons who constitute a Hirer are both jointly and separately liable pursuant to this Agreement;

"hiring fee" means the fee payable;

"hiring period" means that period of time specified;

"person" includes a body corporate as well as an individual;

"purpose" means the purpose specified event description;

"sum insured" means the amount of public liability insurance