

Conditions of Hire

This version of the Abbotsford Convent Foundation's (**ACF**) Conditions of Hire applies to all Venue Hire during the COVID-19 pandemic, and reflects the Australian Government's 3 Step Framework for a COVIDSafe Australia, COVID-19 Directions and COVID-19 Guidelines. The Conditions of Hire are subject to change, as per changes to COVID-19 Directions and COVID-19 Guidance.

1. COVIDSAFE CONDITIONS

1.1. Definitions

COVID-19 Directions means directions issued pursuant to section 200 of the *Public Health and Wellbeing Act 2008* (Vic), or any other direction that the Victorian Government may enact that is related to the COVID-19 pandemic and associated safety measures.

COVID-19 Guidance means guidance (online or otherwise) related to the COVID-19 pandemic and associated safety measures as may be issued by the Department of Health and Human Services and other Victorian Government departments from time to time.

1.2. Compliance with COVID-19 Directions / Guidance

- a. The Hirer must comply with all COVID-19 Directions and COVID-19 Guidance.
- b. The Hirer must comply with all reasonable directions and requests made by the ACF to ensure that COVID-19 Directions and COVID-19 Guidance are adhered to (including by attending the ACF's Precinct Safety Induction and complying with the ACF's Safe Use of Venue Guidelines).
- c. The Hirer undertakes to ensure that its staff, employees, contractors, attendees and participants are aware of and comply with all COVID-19 Directions, COVID-19 Guidance, ACF's Safe Use of Venue Guidelines and COVIDSafe Plan and reasonable directions and requests made by the ACF to ensure that COVID-19 Directions and COVID-19 Guidance are adhered to.

1.3. Prior to Booking

- a. Prior to their booking, and where requested by the ACF, the Hirer must submit a COVIDSafe Plan for the permitted activity occurring in the booked venue. The ACF has the right to cancel the booking without refund of Deposit, in the event that the Hirer does not submit a COVID Safe Plan where requested by the ACF or should the COVIDSafe Plan not adhere to COVID-19 Directions and COVID-19 Guidelines.
- b. The ACF will –
 - i. Ensure the Venue is thoroughly cleaned and sanitised prior to "bump in" of the Hirer, in accordance with COVID-19 Directions and COVID-19 Guidelines;
 - ii. Ensure that all Venue amenities are cleaned and sanitised prior to the booking, and will not be made available for use by the general public;

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- iii.* Notify the Hirer of any changes to COVID-19 Directions or COVID-19 Guidelines which may impact the booking.

1.4. Day of Booking

- a. Booking Times, once confirmed, must be strictly followed to allow for cleaning and sanitation of the Venue.
- b. The Hirer must –
 - i.* Complete a mandatory ACF Precinct Safety Induction and COVID Safe briefing prior to the commencement of their Booking;
 - ii.* Keep a record of all attendees, staff and participants who enter the Venue, and retain the record for 28 days. A copy of the record must be provided to the ACF Venue Hire Team on the day of the Booking;
 - iii.* Ensure the number of persons within the Venue does not exceed the Venue Patron Limit of the Venue at all times. Venue Patron Limits are currently based on allowing four (4) square meters (2m x 2m) per person within the Venue, up to a maximum of 20 persons. Unless advised otherwise, the capacity limits exclude performers/presenters on stage (including orchestra performers) and backstage personnel (e.g. stage management). They are in workspaces separate to public spaces ;
 - iv.* Ensure their attendees, staff and participants adhere to the Conditions of Hire, COVID-19 Directions, COVID-19 Guidelines and the ACF's Safe Use of Venue Guidelines which includes, practicing social distancing, maintaining 1.5 meters between each person, and practicing good hygiene and hand-washing before, during and after the Booking;
 - v.* Ensure their attendees, staff and participants remain within the Venue and do not enter adjoining venues, common areas and the gardens and grounds, unless for egress or when using the allocated bathrooms. A specific bathroom will be allocated for the booking;
 - vi.* Ensure their attendees, staff and participants wear a fitted face covering at all times, unless a lawful exemption applies.
 - vii.* Ensure they have sufficient staff to ensure adequate cleaning throughout the booking;
 - viii.* Clean high touch surface areas throughout the day with cleaning products provided by the ACF;
 - ix.* Stay home when sick, and cease using the Venue immediately if unwell and inform the ACF Venue Hire Team as soon as possible. This applies to the Hirers attendees, staff, contractors and participants;
 - x.* Under no circumstances, permit any member of the public not associated with the Booking to enter the Venue,
 - xi.* Remove all personal items, materials and equipment from the Venue at the end of the Booking Time/Date to allow for the Venue to be cleaned and sanitised, unless the Booking is over a series of dates and prior written approval is sought from and provided by the ACF Venue Hire Team.

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The ACF reserves the right to cancel the booking in the event that the Hirer fails to comply with the above and will require the Hirer to pay the Venue Hire Fee in full.

- c. Hirers and their attendees, staff and participants must bring their own water bottles or disposable cups. No water fountains or disposable cups will be made available within the Venue. Shared foods should be limited, to reduce the risk of spreading COVID-19.
- d. At the commencement of the Booking Time, the ACF will open windows in the Venue. The Hirer is encouraged to keep windows open throughout the time of the booking.
- e. The Hirer will permit the ACF or its associates to enter the Venue to conduct one or more random inspections of the Venue during the Booking to ensure the Hirer and other persons present are complying with COVID-19 Directions and COVID-19 Guidance. The ACF reserves the right to suspend the Booking immediately, if the ACF or its associates forms the view that the Hirer is not complying with COVID-19 Directions and COVID-19 Guidance.
- f. The ACF has the right to exclude the Hirer or their attendee, staff, contractor and/or participant in the event they present with COVID-19 symptoms and request that they leave the Venue/Precinct.

1.5. Post Booking

- a. No equipment or belongings of the Hirer are to be left or stored within the Venue, without the prior written approval of the ACF Venue Hire Team.
- b. The Hirer must notify the ACF, as soon as reasonably practicable, in the event that the Hirer or an attendee, staff or participant who attended the Venue becomes infected with COVID-19 within 14 days of the Booking Date.
- c. The Hirer will be invoiced for any additional cleaning costs associated with a COVID-19 outbreak which resulted from the Booking or in the event that a Hirer or their attendee, staff or participant who visited the Venue becomes infected with COVID-19 within 14 days of the Booking Date.

1.6. Cancellation or Change of Date

- a. The ACF reserves the right to cancel or change the Booking Date/Times, in the event that –
 - i. The booking does not comply with COVID-19 Directions and/or COVID-19 Guidance; or
 - ii. COVID-19 Directions and/or COVID-19 Guidance change prior to the Booking Date.

Where the Booking cannot be rescheduled, the Hirer will be refunded the Deposit and Venue Hire fee paid.

- b. In the event that the booking is cancelled as a result of a COVID-19 outbreak within the ACF Precinct, or if the ACF Precinct and/or venues are required to be closed as a result of COVID-19 Directions and COVID-19 Guidance, the Hirer will be refunded the Deposit and Venue Hire Fee paid.

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- c. The Hirer, indemnifies the ACF, against any losses or claims which results from a cancellation or change in date of a booking.

2. FEES, CHARGES AND ADDITIONAL COSTS

2.1. Deposits

Where the Venue Hire Fee is greater than \$500, a non-refundable Deposit payment of 50% of the total Venue Hire Fee is required to secure a booking and must be paid within seven (7) days of being invoiced. The Deposit will be deducted from the Venue Hire Fee. If the Deposit is not received within this time, the ACF has the right to release the date(s) to another hirer.

2.2. Venue Hire Fee

- a. Full payment of the Venue Hire Fee must be paid at least 30 days prior to the Booking Date. If payment is not received, the Booking will be cancelled and the Deposit will be retained by the ACF.
- b. Where a booking is made less than 30 days prior to the Booking Date, the Hirer must pay the Venue Hire Fee, and Deposit if applicable, in full at the time of booking.
- c. No new bookings will be accepted if the Hirer has an existing debt with the ACF from a previous booking.
- d. Payments can be made by Electronic Funds Transfer or by Credit Card over the phone or in person.
- e. Depending on the length of the Booking Duration, the following Venue Hire Fees will apply:
 - i. For a Booking Duration of up to eight (8) hours, a Full Day Venue Hire Fee will apply.
 - ii. For Booking Duration of up to four (4) hours, a Half Day Hire Fee will apply.
 - iii. A per hourly Venue Hire Fee is strictly for the agreed period of time.
- f. Venue Hire Fees may be changed prior to a booking being confirmed.

2.3. Bond

- a. Depending on the nature of the Booking, a Bond of \$600 may be required by the ACF.
- b. In determining the need for a Bond, the ACF will consider whether the booking involves the service of alcohol, anticipated noise level, stakeholder impacts, number of attendees/participants, as well as the nature of the event.
- c. Where a Bond is required, the Hirer must pay the Bond at least 30 days' prior to the booking Date, or where the booking is made less than 30 days prior to the booking Date, at the time of booking.
- d. The Bond will be refunded via electronic funds transfer, following a satisfactory venue hire condition report being completed at the conclusion of the Booking.

2.4. Staffing

The ACF reserves the right to specify a minimum number of ACF staff to be engaged or present during the booking, and/or during bump in and bump out. The Hirer will be required to pay any costs incurred for ACF staff for the Hirer's use or as are considered necessary to meet the

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Hirer's requirements, at the applicable cost of \$45 per hour, with a minimum cost of four (4) hours per ACF staff member.

2.5. Security

Depending on the nature of the Booking, the ACF may require security personal to be present for the Booking. The Hirer will be required to obtain the security personal and pay for any costs for security to be present. The requirement for security personal to be present will be confirmed at the time of booking.

2.6. Additional Cleaning

The Hirer will be invoiced for any cost or expense additional to that normally incurred by the ACF for the purpose of maintaining the Venue in a clean and sanitary condition including the cost of waste disposal.

2.7. Additional Equipment/Facilities

- a. At the time of making the booking the Hirer must book any additional facilities and equipment, such as audio visual and furniture. Final confirmation of facilities and equipment required must be received at least ten (10) business days prior to the Booking Date. No additional equipment can be added on the Booking Date.
- b. The ACF may at its discretion make available for the use by the Hirer, at the Hirer's cost, such facilities, equipment, additional areas and services as are required by the Hirer provided that the ACF shall not be responsible for the adequacy or suitability of such facilities, equipment, additional areas or services.

3. CHANGES TO BOOKING DATES / CANCELLATION

3.1. Changes to Dates

Changes to the Booking Date will be permitted subject to availability. The Hirer must notify the ACF Venue Hire Team of a change to Booking Date(s) at least 30 days prior to the original booking date. A penalty fee of 20% of the Venue Hire Fee will be applied where a change to Booking Date(s) is requested less than 30 days prior to the Booking Date(s). Notice of change to dates must be made in writing and sent to venuehire@abbotsfordconvent.com.au.

3.2. Cancellation by Hirer

- a. In the event a confirmed Booking needs to be cancelled, the ACF requires as much notice as possible. Notice of cancellation must be made in writing and sent to venuehire@abbotsfordconvent.com.au.
- b. Where the event is cancelled by the Hirer, the following cancellation charges will apply:
 - i. *Cancellation with at least 30 days' notice*
Where the ACF has received notice of a cancellation at least 30 days' prior to the Booking Date, the Hirer will be required to pay a cancellation fee equal to 20% of the Deposit paid.
 - ii. *Cancellation with less than 30 days' notice*
Where the ACF has received notice of a cancellation less than 30 days' prior to the Booking Date, the Hirer will be required to pay the full Venue Hire Fee.

iii. Failure to notify the ACF of a cancellation

Where the Hirer fails to notify the ACF of a cancellation, the Hirer will be required to pay the full Venue Hire Fee and pay for any arranged equipment or services.

3.3. Cancellation by the ACF

- a. The ACF is not responsible for the interruption or cancellation of Bookings due to circumstances beyond its reasonable control. The ACF will not be liable for any costs related whatsoever to the cancellation of a Booking. ACF reserves the right to withhold hiring of the Venue if necessary or due to circumstances beyond its reasonable control.
- b. The ACF reserves the right to cancel Booking, where it becomes clear that the booking/event is of a sensitive nature, is contrary to the Precinct Rules or falls outside the ACF's Vision – to be renowned for stimulating engagement and cultural exchange through the wonderful and unexpected curiosities of our people and place. The Hirer is required to discuss any booking that may be considered to be of a sensitive nature (including, but not limited to, an event of a political or religious nature) before a booking is confirmed.
- c. If the ACF is notified of any factor outside of the ACF's interests which is linked to the Booking, the ACF reserves the right to cancel the Booking up to one (1) week prior to the Booking Date. The Venue Hire Fee and Deposit paid will be refunded in full. The Hirer will remain liable to pay any costs for any additional equipment and facilities which has been arranged by ACF on behalf of the Hirer.
- d. If the ACF is not notified of any factor outside of the ACF's interests, the ACF reserves the right to cancel the Booking up to and during the Booking. Any payment made by the Hirer will not be refunded, and the ACF may seek the remaining Venue Hire Fee and any additional costs incurred by ACF on behalf of the Hirer.

4. VENUE HIRE CONDITIONS

4.1. Hire Period

- a. The Hirer will be allowed to use the Venue during the agreed Booking Times. Bookings are currently restricted between **9am – 6pm**. Access to the Venue outside of the agreed Booking Times requires the prior written approval of the ACF Venue Hire Team. Details regarding access to the Venue outside of the agreed Booking Times must be provided by the Hirer at the time of booking.
- b. All bookings are for a minimum of two (2) hours.
- c. The ACF grounds must be cleared by **6.30pm** as a result of current COVID restrictions.

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4.2. Use of Venue

- a. Subject to the Venue Hire Agreement, the ACF grants to the Hirer licence and authority to use and occupy the Venue for the purpose only of the agreed use and the Hirer agrees to undertake such use accordingly.
- b. The Hirer is only entitled to use the Venue and the equipment contained therein. Hirer's must not allow their attendees, staff or participants to use other venues, common areas, or outdoor areas other than egress, unless otherwise approved by the ACF Venue Hire Team.
- c. Equipment contained within the Venue must remain in the Venue at all times, and cannot be relocated or moved without the approval of the ACF Venue Hire Team.
- d. The ACF reserves the right to let, licence, hire or use any other venue, common area or outdoor area, for any other purposes at the same time.
- e. The Hirer, its attendees, staff, contractors and participants must respect the rights of adjacent users/hirers and not cause undue disruption.
- f. Hirers are responsible for ensuring that at all times their agents, contractors, employees, attendees and participants are properly supervised and under the control of the Hirer. Any such persons shall observe and comply with all instruction given by the ACF or its associates and with the Conditions of Hire.

4.3. Safe and Proper Use of ACF Venues

The Hirer will use the Venue and its facilities and equipment in a safe, proper and efficient manner to the satisfaction of the ACF and will immediately comply with any direction given by the ACF or its associates in connection with the safe and proper use of the premises and its facilities and equipment, and the Hirer will:

- i. Ensure all agents and servants are knowledgeable of, and observe, all procedures as outlined in the ACF Precinct Safety Induction; and
- ii. Leave the Venue and its facilities and equipment in a clean, safe and proper condition to the satisfaction of the ACF Venue Hire Team.

4.4. Right of Entry

The ACF reserves the right to enter the Venue, area or part thereof in respect of which the licence is granted, at any time.

4.5. Venue Patron Limits

- a. Under the venue's planning and occupancy permit, each Venue has a Patron Limit, which is the maximum number of people allowed within a venue at any one time, and must be complied with at all times during the Booking.
- b. The ACF reserves the right to end the Booking where the Venue Patron Limit is not adhered to, and the Hirer will be required to pay the full Venue Hire Fee.

4.6. Use of Portable Equipment

- a. No ancillary equipment such as urns, heaters, fans or kettles are permitted to be used within the Venue without the prior written approval of the ACF Venue Hire Team.
- b. Any approved portable electrical appliances that are used within the Venue must be tested and tagged in accordance with AS/NZS 3760.

4.7. Heating and Cooling

The ACF cannot guarantee heating or cooling will be available within the Venue.

4.8. Alterations/Additions

- a. The Hirer will not make any alteration or additions to the structure, fittings, furniture, facilities or equipment of the ACF.
- b. The Hirer will provide any additional decoration, sets, furniture or equipment to the ACF unless the same has been approved in writing by the ACF Venue Hire Team and the Hirer shall immediately after the agreed Booking Time/Date (or if agreed immediately after the series of events) remove all such decoration, sets, furniture and equipment.

4.9. Rigging/Suspension of Items

- a. No Hirer will suspend or permit or allow any item to be suspended from any height within the Venue, without the prior written approval of the ACF Venue Hire Team.
- b. The Hirer will pay to the ACF the proper fees of any architect, engineer or other professional or technical consultant arising out of any application by the Hirer to the ACF to suspend objects or make alteration to the building to enable suspension.

4.10. Wall Surfaces

- a. The Hirer, its attendees, staff, contractors and/or participants, are not permitted to hang, attach, stick, screw, nail, staple or affix anything to the interior or exterior walls of the Venue or buildings. The venues are old, sensitive and heritage listed and wall surfaces are easily damaged.
- b. The Hirer will be liable to pay for any costs associated with repair of damage as per Condition 7.2.

4.11. Vacating a Venue

- a. At the conclusion of the Booking Time, the Hirer must ensure that all lights and fans are turned off, and all windows and doors are shut and secured prior to leaving the Venue.
- b. At the conclusion of the Booking Date, the Hirer must remove all sets, costumes, properties and equipment, together with all other goods of any kind brought into the Venue.
- c. In the event that Hirer fails to remove any or all of its sets, costumes, property and equipment from the Venue at the conclusion of the Booking Date, an hourly hire fee will apply. The ACF may at the sole risk and expense of the Hirer remove the same.

4.12. Removal of Persons

- a. ACF and its associates have the right to request the removal from the Venue or Precinct of any person behaving in a disorderly manner. The ACF and its associates may request the Hirer to cease activity if disorderly and unacceptable conduct occurs. It is up to the ACF's associates to use their discretion on all occasions to the running of the activities on the ACF Precinct.

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- b. Hirers are not to do or omit to do anything which is of nuisance or annoyance to ACF or to other uses of the Precinct or which in the opinion of the ACF is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, or objectionable. Any such behaviour will result in immediate removal from the Precinct. Any illegal activities will be reported immediately to the relevant authority.

4.13. Flames / Flammable

- a. Due to the Heritage nature of the Precinct and venues, the use of candles, incense burners, naked flames, gas cylinders flammable, volatile, explosive or dangerous substances, including pyrotechnics and chemicals, smoke machines or similar are not permitted to be used within the Venue or Precinct.
- b. In the event that a smoke detector in a venue or the Precinct is triggered by flammable items, the Hirer will be invoiced for any call out fees or fines issued by the Metropolitan Fire Brigade.

4.14. Catering

- a. For all bookings that require catering, we request that the Hirer use one of the caterers within the ACF Precinct. External catering services are not permitted. Permission may be sought from the ACF Venue Hire Team for minimal safe catering by the Hirer.
- b. The ACF is not liable for any default by the caterer in the provision of catering services.

4.15. Storage

There are no facilities for permanent or temporary storage. Any items left within the Venue following the conclusion of the Booking will be discarded, unless prior written approval has been sought from and provided by the ACF Venue Hire Team. The Hirer will be invoiced for any costs associated with waste disposal.

4.16. Animals in Venues

- a. With the exception of Assistance Animals any animals visiting the Precinct/Venue, or used in any activity undertaken in the Venue must have prior written approval from the ACF Venue Hire Team. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements.
- b. Assistance Animals are defined by legislation to include Guide Dogs, hearing dogs and any other animal specially trained to assist a person with a disability.

5. PRECINCT RULES

5.1. Noise

The ACF's precinct has a large number of users and is in close proximity to residential areas. With the number of stakeholders within the Precinct the ACF can't guarantee quiet or any disturbance from other bookings.

To assist with the wide stakeholders across the ACF Precinct, Hirers must note the following:

a. Live Music and Amplified Noise

The ACF reserves the right to exercise control of sound levels and amplified or live music within the ACF Precinct. Hirers shall comply with the reasonable determinations of ACF associates in relation to sound level limits within the Venue and/or Precinct. The ACF and its associates reserve the right to stop music or sound in cases of excessive sound level or vibration or where the ACF or its associates believe any personal safety or other venue activities are compromised. The sound levels within the Venue must not exceed 65 decibels from the external spaces.

b. Leaving the Precinct

It is the responsibility of the Hirer to ensure their attendees, staff and participants, leave the Venue and Precinct in a quiet and orderly manner, at the conclusion of the Booking.

5.2. Paper/Plastic Confetti, Rice, Glitter and Balloons

Paper/plastic confetti, rice, glitter and balloons are not permitted to be used inside or outside the Venue or Precinct or adjacent to the Precinct. Hirers are to ensure all attendees, staff and participants are advised of this restriction.

5.3. Vehicle Access

The ACF Precinct is a pedestrian only site. The ACF recognises that there may be times where onsite vehicle access is imperative and unavoidable. In this respect –

- a. A 15 minute delivery zone is available on St Heliers Street near Gate 1.
- b. Only under exceptional circumstances and with the prior written consent of the ACF Venue Hire Team can any vehicles be brought onto the Precinct. This must be arranged at least two (2) business days prior to the Booking Date. All vehicular movement within the Precinct must be managed in line with strict traffic management protocols and under the escort of ACF staff.
- c. Under no circumstances can vehicles remain parked within the Precinct.

5.4. Smoking

Smoking is not permitted within any venues or buildings. Smoking is only permitted within the designated smoking areas within the Precinct.

5.5. Outdoor Areas

No structure requiring the use of pegs, poles and digging of holes is permitted to be installed in the Precincts gardens, grounds or lawns under any circumstances. Permission to erect weighted structures on the grounds or lawns must be sought from the ACF Venue Hire Team by written request at the time of booking. In addition, Hirers are not permitted to attach any signage or posters to any part of the buildings or grounds, without the prior written approval of the ACF Venue Hire Team.

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6. INSURANCE

- a. No Hirer will do or permit to be done anything on the ACF Precinct whereby the policy or policies of insurance on the Precinct and/or its contents against damage by fire or otherwise may become void or voidable or whereby the rate of premium thereon may be increased and shall indemnify the ACF in respect of all sums for which it may become liable by way of increased premiums and all expenses incurred in connection with or incidental to any such policy or policies by reason.
- b. The ACF has public liability insurance to protect against third party claims for bodily injury and property damage arising out of its negligence. However, the policy does not cover the liability of any other party. The Hirer is responsible for obtaining and maintaining their own public liability insurance policy and any other required insurances or licenses. To secure a booking the Hirer must provide the ACF Venue Hire Team with a certificate of currency for product and public liability insurance coverage of no less than \$20,000,000 noting the interests of the ACF for their respective rights and interests.
- c. The Hirer will insure its sets, costumes, properties and equipment and all goods and materials of any kind brought into the Venue in connection with the agreed use and the Hirer will produce to the ACF Venue Hire Team proof of such insurance as required.

7. LOSS AND DAMAGE

7.1. Property of the Hirer

- a. The ACF will not be held responsible for loss of, or damage to, property left unattended in the Venue or Precinct prior to, during, or after a booking.
- b. The ACF is not responsible for the loss, damage or theft of any property or money belonging to the Hirer and/or their associated third parties. The Hirer indemnifies the ACF in relation to any losses, claims, damages or demands for payment arising from any breach of copyright, infringement of moral rights, or other unlawful use of intellectual property in the course of use of the Venue.

7.2. Damage

- a. The Hirer shall notify the ACF Venue Hire Team immediately on becoming aware of any damage or loss to the Venue, its facilities or equipment and of any injury to any person whatsoever within the ACF Precinct.
- b. All equipment, furniture, fittings and any other property of the ACF remains the property of the ACF. Hirers will make good any costs associated with loss or replacements of these items as a result of their activities at the ACF Precinct. The Hirer shall keep the ACF indemnified from any against all damages, costs, charges and expenses incurred by the ACF in consequence of such damage; including but not limited to:
 - i. Any costs incurred by the ACF in repairing or making good any damage so caused; and
 - ii. All costs, losses, damages and expenses of any kind howsoever arising out of the postponement or cancellation of agreed use or any other

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concurrent of subsequent uses that the ACF may have agreed with another hirer.

8. INDEMNITIES

The Hirer agrees with the ACF as follows:

- a. The Hirer is solely liable for and must indemnify and hereby indemnifies the ACF from and against all liability, suits, actions, proceedings, claims, demands, penalties, losses, damage and expense which may be incurred by or brought against or made upon the ACF or which the ACF must pay, sustain or be put to by reason of, or arising out of or in the course of or in connection with either directly or indirectly the exercise or attempted exercise by the Hirer of its rights to enter the Venue except where such liability, actions, suits, proceedings, claims, demands, penalties, losses, damage and expense arises out of the negligent or wilful act or default of the ACF, its employees or agents.
- b. All outlays made by the ACF in the event of the Hirer not proceeding the Booking or cancelling or postponing the Booking and the indemnity shall extend not only to costs actually incurred by the ACF at the date of cancellation or postponement.
- c. Any other claim, action, demand, loss, damage or costs of any kind that is consequent upon the agreed use pursuant to the Venue Hire Agreement and the Conditions of Hire.
- d. Any claims, actions, demands, losses, damages, costs and expenses for and/or in respect of which the ACF or its agents, employees, invitees, contractors, sub-contractors or volunteer staff shall be or become liable in any respect in relation to any breach (direct or indirect) by the Hirer, its agents, servants, performers, employees, attendees, contractors, sub-contractors or volunteers of any moral right or other intellectual property rights existing in relation to any works associated with the agreed use including but not limited to the performance and advertising of the performance.
- e. The Hirer indemnifies and agrees to keep the ACF indemnified in respect of all claims for which the ACF will or may be or become liable, whether during or after the Booking Date/Times, in respect of or arising directly or indirectly from all loss, damage or injury to property or person caused by or contributed to by:
 - i. an act, default, or omission or neglect;
 - ii. default under the Venue Hire Agreement; or
 - iii. the use of the Venue;by or on the part of the Hirer or the Hirer's associates, except to the extent caused by the negligence of the ACF or the ACF's associates.
- f. The Hirer indemnifies the ACF from and against any liability under the *Occupational Health and Safety Act 2004* (Vic) and the Hirer acknowledges and agrees that, to that extent, the Venue is under its control.
- g. The Hirer indemnifies the ACF from and against any loss or damage which results from a breach of COVID-19 Directions or COVID-19 Guidelines by the Hirer, or their staff, contractors, attendees or participants.

9. EXCLUSION OF LIABILITY OF THE ACF

- a. The use of the Venue is at the sole risk of the Hirer and the Hirer releases the ACF and the ACF's associates to the full extent permitted by law, from all claims that the Hirer or their attendees, staff or participants, or any person claiming by, through or under the Hirer may make against the ACF and the ACF's associates except to the extent of any negligence of the ACF or the ACF's associates.
- b. The Hirer releases the ACF and the ACF's associates from all liability in respect of :
 - i. any claim relating to the property of the Hirer or other persons in the Venue; and
 - ii. all damage or injury to persons or property in the Venue or on the Precinct, except to the extent the claim, damage or injury is caused by the negligence of the ACF and the ACF's associates.

10. SERVICE OF ALCOHOL

- a. Where the Hirer intends to serve alcohol within the Venue, prior written approval must be obtained from the ACF Venue Hire Team.
- b. The ACF does not hold any liquor licence. It is the responsibility of the Hirer to obtain a liquor licence to serve alcohol within a Venue and to comply with liquor licencing regulations and conditions.
- c. Service of alcohol must cease fifteen (15) minutes prior to the end of the scheduled booking time.
- d. Consumption of liquor outside of the Venue is not permitted.
- e. Where alcohol is served to groups over 50 security personal must be present.

11. COPYRIGHT AND PERFORMING RIGHTS

- a. The Hirer shall not infringe or breach the permit or suffer to be infringed or breached any copyright or performing right or any other protected right in connection directly or indirectly with the agreed use and the Hirer must produce evidence of the necessary authorities/consents from the copyright owner and the author of the work (if different from the copyright owner) in relation to any activity which uses other works and the intellectual property in those other works vents in another party or another party was the author of those works. Further, the payment of all royalties to the Australian Performing Rights Association, One Music Australia or any other like bodies or to any person entitled to be paid royalties shall be the obligation of the Hirer and the Hirer undertakes to pay such royalties as they fall due.
- b. The ACF has limited agreements with One Music Australia to cover recorded background music played within the Venue. This licence does not cover music used in a dramatic context, performed in a concert setting, or where background music is used a part of an exercise, fitness or dance class, or for a cinema or theatre event. Hirers should contact One Music Australia for more information.

12. PERMITS AND LICENCES

- a. The Hirer must have in place all necessary permits, licences and rights required to undertake the activities at the Venue and are responsible for payment of any taxes,

Abbotsford Convent.

levies and charges payable to any authority or third party in connection with such activities.

- b. Hirers shall not conduct raffles, lotteries, gaming, collections or solicitation whether for charity or otherwise on the ACF Precinct without the prior written approval of the ACF Venue Hire Team.
- c. The ACF reserves the right to cancel the Hirers booking should the Hirer and/or any subcontractor or employee of the Hirer have not taken all reasonable steps to obtain any relevant licence(s), insurance(s) or statutory requirement(s) for the activity being undertaken.

13. PROMOTION / SIGNAGE

13.1. Promotional Opportunity

- a. Hirers are able to promote their event on the ACF website. The ACF Venue Hire Team will supply a form to be completed to assist with event promotion. The details will be displayed on the "What's On" section of the website.
- b. The ACF does not co-host or share Facebook content for Hirers or promote a booking through ACF's social media (unless the Hirer is a Convent Tenant or otherwise formally partnered with the ACF).
- c. This promotional support for a booking is at the discretion of the ACF.

13.2. Signage

- a. The ACF provides basic directional signage for all bookings. This may include, but is not limited to, signage at the Precinct's entrance, and at the Venue.
- b. Additional signage, including free standing signage or promotional material distributed at the Precinct by or on behalf of the Hirer, must be approved in writing by the ACF Venue Hire Team, at least five (5) days prior to the Booking Date.

14. FORCE MAJEURE

That in the event of the ACF or Hirer or both parties being unable to perform and discharge their obligations arising out of the Venue Hire Agreement and Conditions of Hire due to strike, civil disturbance, war or act of God then the parties shall be relieved of the irrespective obligations accruing and occurring during such time provided that the time for performance as specified in the Venue Hire Agreement shall not be extended as a result thereof except by written agreement by both parties.