



Ballarat Agricultural and Pastoral Society
PO Box 401, Ballarat 3353 .
Location: Corner Creswick Rd & Howitt St, Ballarat
Phone: (03) 5338 1877 Fax: (03) 5338 1608
Email: info@ballaratshow.org.au Web: www.ballaratshow.org.au

Conditions of Hire

1. APPLICATION FOR USE

The application for use shall be:

- (a) Made in writing to the Director, Ballarat Agricultural and Pastoral Society.
- (b) Signed by the Hirer or their authorized representative,

2. BOOKING AGREEMENT

The Ballarat Showgrounds grounds, buildings and facilities are suitable for a variety of uses. There is adequate amenities, power, parking to cater for small to large scale events. The Ballarat Showgrounds, located on the Corner of Creswick Road and Howitt Street, Ballarat.

Permission to hire the facilities is at the discretion of the Ballarat Agricultural and Pastoral Society.

Space and date requests must be in writing and if approved, will be viewed as a tentative booking (and allow Ballarat Agricultural and Pastoral Society to vacate the date) until the 20% deposit, and applicable security bond, is paid. Booking confirmation is on receipt of the signed agreement and deposit. Final payment is required a minimum of 3 days prior to the event.

Ballarat Agricultural and Pastoral Society has discretion to refuse to let the facilities buildings or grounds, notwithstanding may have been let and that these conditions have been agreed to and signed and the hiring and other charges paid.

The Ballarat Agricultural and Pastoral Society may, if it sees fit, cancel any such letting and direct return of all money paid. The Hirer agrees in such to have consented to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

3. FEES AND CHARGES

The Venue Hire fee for the entire or part of the Ballarat Showgrounds covers space rental for the duration of the event, access to the buildings and grounds, flexible spaces and a clean venue ready for use.

In addition, the Director can assist the event organizer by providing advice on operational aspects of the Ballarat Showgrounds including:

- Specifications and associated logistics for set up and pack up.
- Suggestions on a range of supporting or specialist event suppliers and services such as catering, exhibition hire equipment, corporate gifts, First Aid providers etc.
- Advice and contacts for local media.
- Inclusion of the event on the Ballarat Agricultural and Pastoral Society website (fee applies).

The Hirer should be aware that all costs associated with hosting and marketing the event will be paid by the event organiser.

Other charges specific to the Venue include:

- The cost of power drawn based on calculated usage. Agreed figure.
- The cost of water drawn based on calculated usage. Agreed figure.
- Any cost accruing from the installation, operation and use of telecommunications or like facilities will be paid direct by the hirer to the contractor of the service.
- Utility fee for use of food preparation area. Eg Food Handling Fee (City of Ballarat)
- Charges for early access to venue (outside the agreed times detailed in the Hiring Agreement).
- Recycling rubbish during the event and removal and any related cleaning.
- Loading dock, equipment hire charges.
- Other specialist personnel hire charges such as Security, First Aid personnel.
- Cost of rectifying any damage caused to Buildings, Grounds or Facilities of the Ballarat Showgrounds, identified by completing a pre and post inspection with a Ballarat Agricultural and Pastoral Society staff member.
- Costs, fees or additional expenses relating to or associated with the management and operation of, during, or post event eg. additional cleaning, personnel.



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4. EVENT DETAILS

The Hirer must provide the Venue and Director with the following details:

- Event program and timetable.
- Details of staging and rigging equipment required/used.
- Event Emergency Management Plan with contact details of key event personnel.
- Details of any further services required from the City of Ballarat.
- Details of contractors/caterers or community groups such as Rotary providing food and beverage services including copies of relevant permits obtained.
- Copies of marketing materials produced to promote the event.
- Official event Media Release for terms of reference.
- Copy of the current public liability policy.

5. CANCELLATIONS

If the event is cancelled by the Hirer the deposit will not be refundable and the Ballarat Agricultural and Pastoral Society reserves the right to recover from the Hirer all costs incurred by Ballarat Agricultural and Pastoral Society in providing and preparing the buildings and facility for the cancelled Event, provided that if both parties agree to the Event being moved to another date the deposit may be retained by Ballarat Agricultural and Pastoral Society and applied to the alternate booking.

6. LIMIT OF HIRING

The Hirer shall end all meetings or functions or events and remove all decorations, litter or property belonging to the Hirer by the agreed time, unless another arrangement has been made. Failure to comply with this section will result in additional hire charges being made against the Hirer.

The Hirer shall comply with all requirements of the Health Act, Local Government Act, City of Ballarat, Australian Performing Rights Associates, Occupational Health & Safety Act, Liquor Licensing Regulations, Environment Protection Regulations and appropriate Work Cover legislation, if and when applicable and any regulations herein contained, and shall be liable for any breaches of such Acts or Regulations.

7. BALLARAT AGRICULTURAL AND PASTORAL SOCIETY'S ACCESS AND RIGHTS

Ballarat Agricultural and Pastoral Society reserves for itself the right to duly authorise its staff and/or City of Ballarat personnel, Coordinator, Technical Manger, Duty Manager, Property Manager, Risk Manager, and/or Agricultural Show Society Director or Grounds Manager at all times to freely access any and every part of the buildings or grounds to carry out normal duties and/or ensure the Hirer's compliance with its obligations under the Agreement.

8. DAMAGE

The Hirer must report to Ballarat Agricultural and Pastoral Society any damage to the building, grounds, furniture, equipment and/or services provided by Ballarat Agricultural and Pastoral Society sustained during the use by the Hirer immediately upon becoming aware of the damage.

The floors, walls, curtains, or any other part of the building, or any fittings or furniture shall not be broken, pierced by nails, pins or screws or in any other way damaged. Blue tak, tape and other adhesives are strictly forbidden.

Likewise, all furniture and equipment should be kept in good working order. Any damage to the building, furniture or equipment shall be reported at the first instance to Director, Ballarat Agricultural and Pastoral Society.

The Hirer will be held responsible for repairing, replacing and making good (including the cost of labour) any damage to the building or grounds, furniture or equipment. The cost of damage to be assessed by Ballarat Agricultural and Pastoral Society representative and such costs will be due and payable by the Hirer within 7 days of being invoiced.

The Hirer must protect the floors from stain or any other damage.

The Hirer will be required to pay a security bond. The bond may be used as security against damage, or for any breach of any part of this agreement, and must be paid in advance of the event.

Ballarat Agricultural and Pastoral Society may, acting reasonably, retain and utilize the Security Bond to compensate Ballarat Agricultural and Pastoral Society for any costs, losses, expenses or damages incurred or payable by reason of a breach of the Hirer's obligations under this Agreement



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9. GOOD ORDER AND CLEANLINESS

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Facility and in the surrounding area throughout the whole duration of the hiring.

The Hirer shall leave the Facility, grounds, toilets and surrounds in a clean, safe and tidy condition and shall report to the Director, any damage which may occur. An additional fee will be charged for the cleaning of and stocking of toilets.

Access to the building is permissible for unloading and loading only. Vehicles are not permitted to remain on other areas other than allocated site, determined by the Director. The Hirer will make every effort to ensure that this area sustains minimal damage. The surrounds of the building belong to the Ballarat Agricultural and Pastoral Society and as such, any charges for replacing, repairing or reinstating damaged landscaping may be invoiced to the Hirer.

Furniture and equipment must be left in the position as found prior to the hiring or as arranged with the Director. An additional charge will apply for the cleaning of the toilets.

Post event cleaning undertaken by the Ballarat Agricultural and Pastoral Society due to the Buildings or grounds being left in an unacceptable condition will be an additional charge to the Hirer.

10. POLICE AND FIRE DEPARTMENT ATTENDANCE

The Hirer shall, when so directed by Ballarat Agricultural and Pastoral Society or City of Ballarat:

- (a) arrange and pay for Police attendance;
- (b) pay for the call out fee of the Country Fire Authority ("CFA") if the CFA attends the building or grounds by reason of a false activation of the fire alarm caused by the Hirer, its employees or invitees.

11. OBSTRUCTIONS

The Hirer shall comply in every respect with Regulations under the Health Acts, with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building. Any person causing an offence against such Regulations shall be removed from the building and may be liable for payment of any fines or penalties.

12. COMPLIMENTARY TICKETS

The Hirer shall provide complimentary tickets for the Director of the Ballarat Agricultural and Pastoral Society. The Director will provide a list of names to the Hirer prior to the commencement of the event.

13. THEFT

Ballarat Agricultural and Pastoral Society nor its staff, volunteers, servants or agents shall be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation entrusted to or supplying any article to the Hirer by reason of any such articles or thing being lost, damaged or stolen. The Hirer hereby indemnifies the Ballarat Agricultural and Pastoral Society against any claim by any such person, firm or corporation in respect of such article or thing.

An equipment and furniture inventory will be taken of the venue prior to use and again post event. Any missing equipment or furniture may be charged to the Hirer.

14. PERFORMING RIGHTS

In the case of a dramatic or other performance, or a concert, the Hirer shall not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the Copyright or Performing Right of any owner of such right or rights, and the Hirer hereby indemnifies Council against any claims or breach of Copyright or any action therewith.

15. RESTRICTIONS

The Facility shall not in any way be "sub-let" or allowed to be used by any other user other than the organisation named on the application form, unless express approvals have been obtained from the appropriate authorities.

Gambling shall not be allowed in part of the Ballarat Showgrounds.

16. ELECTRICAL EQUIPMENT

The Hirer is responsible for any electrical equipment it brings into the building, including any equipment supplied by a third party for the Event, and the Ballarat Agricultural and Pastoral Society shall have no liability to the Hirer for any loss of or damage to any such equipment unless the loss or damage is caused by the negligence of Ballarat Agricultural and Pastoral Society.

Any electrical installation must be made by a qualified electrician approved contractor by the Ballarat Agricultural and Pastoral Society, and paid for by the Hirer. Any electrical goods brought into the Ballarat Showgrounds must be tested and tagged by a qualified electrician. The Director or designated representative, is authorised to disallow the use of, or remove, any electrical equipment that does not display a current tag.



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17. WASTE MANAGEMENT

The Ballarat Agricultural and Pastoral Society is required to comply with a range of recycling and waste minimization principles. The Director will supply the Hirer with the appropriate Waste Wise planning and application forms at the time of booking.

Ballarat Agricultural and Pastoral Society staff are responsible for the provision and placement of bins in the grounds prior to the event. The Hirer is responsible for the regular emptying of bins. Upon completion of the event, the hirer must return the bins to their original location or designated position.

The disposal of bulk waste must be arranged by the Hirer with the Ballarat Agricultural and Pastoral Society Director. A fee will be applied for waste management and rubbish provisions, by arrangement with the Director.

18. SMOKING

This Facility is a smoke free area, and accordingly smoking by patrons is not permitted inside the buildings.

19. NOISE

If in the opinion of Ballarat Agricultural and Pastoral Society or Council, the Hirer allows any unreasonable noise to be emitted from electrically amplified musical equipment, Ballarat Agricultural and Pastoral Society may retain any security bond and may refuse any future application to use the Facility by the Hirer.

The Ballarat Showgrounds operates under a curfew limiting musical equipment or electrical amplified sound producing equipment to between the hours of 7am and 10pm Monday to Thursday, 7am to 11pm Fridays, 9am to 11pm Saturdays and public holidays, and 9am to 10pm on Sundays.

20. LIQUOR

Hirers proposing that liquor be sold either at a bar or by way of inclusion in catering costs associated with the use of the Facility, require a "limited licence" from the Liquor Licensing Commission. Applicants for a "limited licence" should allow at least two (2) weeks for the Liquor Licensing Commission to process their application. The "limited licence" is to be submitted to the Ballarat Agricultural and Pastoral Society (1) week prior to the function. Note that no liquor is to be served in the Centre after midnight. No drink carriers or devices which may damage the floor may be used in the Facility.

Hirers of the Facility must take care to avoid any spillage; in the event that spillage occurs, the hirer is responsible for cleaning such spillage immediately.

22. MANAGEMENT OF FACILITY

The Hirer and persons under their direction shall forthwith obey all directions or orders given by the Ballarat Agricultural and Pastoral Society Director, as to the management of the Buildings, Facilities or grounds, and functions being conducted therein.

The Hirer must use the buildings, facilities and grounds in a safe and proper manner so as not to create any risk of injury or damage to person or property.

23. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Director and/or Executive Committee of the Ballarat Agricultural and Pastoral Society, shall be final and conclusive.

24. CONDITIONS OF HIRE

Hirers are advised that these conditions of hire may be altered or extended by the Ballarat Agricultural and Pastoral Society at any time without notice.

25. INSURANCE

The Hirer shall, prior to the commencement of the licence term, provide the Ballarat Agricultural and Pastoral Society a certificate of currency demonstrating that a Public Risk Liability policy for not less than \$20,000,000.00 for any one occurrence has been effected and is current for the duration of the term of the hire.

In some circumstances, if the Hirer is a Community Group, as an alternative to affecting their own public liability insurance and providing evidence of that insurance, the Hirer may arrange to take out a public liability policy with the insurance broker engaged by The Ballarat Agricultural and Pastoral Society. The Director can make a request to on behalf of the hirer, and an invoice will be issued for the appropriate fee, which must be paid seven days prior to the booked event.

If public liability is to be arranged by the Hirer, a copy of the Policy and Certificate of Currency must be lodged at least 10 days prior to the hire date with the Ballarat Agricultural and Pastoral Society.



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26. LIABILITY

The Hirer must communicate an Insurance/Liability clause to its exhibitors.

27. HIRER'S WARRANTIES

The Hirer warrants that at the time of entering into this Agreement, and at all times during the continuance of this Agreement, that:

- (a) it has properly informed itself as to the suitability of the buildings and facilities for the Event and not relied upon any representation by Ballarat Agricultural and Pastoral Society or its employees;
- (b) it has obtained all necessary consents, authorisations, licences and insurances to enable the Event to be conducted;
- (c) it has the financial, technical, commercial and legal capacity to conduct the Event in accordance with information provided to Ballarat Agricultural and Pastoral Society.

28. INDEMNITY

The Hirer hereby forever releases, discharges, indemnifies and holds harmless the Ballarat Agricultural and Pastoral Society, City of Ballarat, its servants and agents and independent contractors employed by the Ballarat Agricultural and Pastoral Society.

- (a) From all legal liability whatsoever arising from the participation or use by the Hirer and/or any other persons associated with the Hirer at, and in the activity of conducting the business operation at, and/or occupying, the Facility and in all activities in connection therewith, due to any cause other than the act, default or negligence of the Council, its servants and agents or employees.
- (b) From any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use.
- (c) For all loss or damage to any property, buildings, equipment or materials of the Council and/or any other persons on or outside the location caused by the Hirer and/or any persons associated with the Hirer due to the said participation or use.
- (d) From any and all loss, damage, injury or illness, including death, sustained or incurred by the Hirer and/or any persons associated with the Hirer arising in any manner from the said participation or use/hire or occupation.

29. SECURITY

Some events at the Ballarat Agricultural Showgrounds, will require the provision of an appropriately accredited security officer for the duration of the event. Ballarat Agricultural and Pastoral Society is able to provide leads of businesses that may provide nightly perimeter security checks and sensor alarms inside the Showgrounds. The provision of additional security is at the Hirer's expense.

30. EMERGENCY EVACUATION PLAN & EVENT FIRST AID & RISK MANAGEMENT

The hirer must provide Ballarat Agricultural and Pastoral Society an Emergency Evacuation and Risk Management Plan for the use of the Ballarat Showgrounds on confirmation of the booking.

The Risk Management Plan needs to incorporate the updated Emergency Evacuation Plan (based on the template provided) detailing the names, roles and mobile phone contact numbers for Event Management team for the duration of the event including:

- Event Manager
- Team/area leaders
- Public relations representatives and/or media spokes person
- Caterers
- Security Personnel
- First Aid provider

The Event Risk Management Plan must be provided to the Director at least 7 days prior to the event.

Events expecting 1000+ people are required to provide at least two (2) - Level 2 -Qualified First Aid personnel with appropriate kits.

We recommend all events open to the public, engage the services of an approved First Aid provider such as St Johns Ambulance or Red Cross.

Please note: The Ballarat Agricultural and Pastoral Society is responsible for adhering to and implementing the emergency procedures.

31. Payment

Cheques payable to: Ballarat Agricultural and Pastoral Society (Attention: Director) PO Box 401, Ballarat 3353

Credit Card: Visa, Bankcard, Mastercard

Direct Deposit: **Account Name:** Ballarat Agricultural and Pastoral Society

Branch (BSB): 013 912 **Account Number:** 3099 53766 **Bank:** ANZ Bank



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32. BALLARAT AGRICULTURAL SHOW SOCIETY

All enquiries concerning the use of the Showgrounds precinct should be directed to the Director of Ballarat Agricultural and Pastoral Society, located at the Administration Office at the Ballarat Showgrounds, Corner of Creswick Road and Howitt Street Ballarat Victoria, 3350; or by telephone during business hours of 9.00m to 5.00pm, Monday to Friday on (03) 5338 1877, fax (03) 5338 1608 e-mail director@ballaratshow.org.au ;or refer to the webpage at <http://www.ballaratshow.org.au>

32. HIRE AGREEMENT

I hereby acknowledge that I have received and examined the conditions of hire and am fully aware of and accept that, should this application be approved, the conditions, indemnities and other requirements as set out in the document become part of the agreement to hire the Ballarat Showgrounds.

Name Hirer and/or authorized person _____

Signature _____

Date _____