



Maitland Gaol

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General Terms and Conditions of Hire for Maitland Gaol or Part Thereof

1. The Maitland Gaol facility is operated by the Council of the City of Maitland. Any reference to “Council” in these conditions shall mean the Council of the City of Maitland and to “the facility” shall mean the Maitland Gaol.
2. Hirers must be over the age of 18 years and proof of identification may be required.
3. Hirers must complete and sign a Hiring Agreement document at which time the deposit for the hire must be paid.
4. Hirers must inform Council of the purpose for which the function is to be run and the number of attendees. The Council does not warrant that the area to be hired is suitable for the type of function or the purpose for which the facility is being hired.
5. The Hirer shall not assign, sub-licence or cease to conduct the business associated with the hire personally.
6. The Hirer acknowledges and agrees that in the event of any breach of these conditions, Council shall at its absolute discretion, be entitled to terminate the agreement forthwith without being required to refund any money paid by the Hirer.
7. The Hirer must at all times co-operate with the authorised staff member(s) in ensuring that the function is conducted in an orderly manner.
Any authorised staff member may require a function to cease and the facility to be vacated if in his/her opinion the continuation of the function is likely to cause damage to the facility, any illegal activity is or is likely to take place, or in the case of public disruption, fire, bomb or other threat or for occupational health and safety issues.
8. The Hirer or others attending the function must not hinder or obstruct any member of the Police Force or authorised staff member in the exercise or discharge of their duties. An authorised staff member has the right to enter the function to ensure the function is being run in an orderly manner.
9. Hirers must contain their function and guests to the area they have hired. Hirers are responsible for the conduct and behaviour of all guests, patrons, caterers etc. at all times and must ensure that they also adhere to Council’s terms and conditions of hire. It is the Hirer’s responsibility to provide adequate security during and after the function. The Hirer must supply Council with proof of security arrangements no later than 5 working days prior to the function.
10. All practicable precautions shall be taken to ensure the safety of members of the public. Hirers are to ensure they are familiar with the location of emergency exits and fire fighting equipment and are aware of the emergency phone numbers. It is the responsibility of the Hirer to ensure adequate arrangements for emergency injuries have been made including the provision of adequate First Aid kits and trained personnel to administer First Aid if required.
11. The Hirer, guests and patrons, and support personnel (eg. caterers) will not be permitted to enter the facility prior to the hiring time listed on the Hiring Agreement. If additional set-up time is required, prior arrangements must be made and an additional fee may be required.
12. The Hirer, guests and patrons, and support personnel (eg. caterers) are to vacate the facility by the time listed on the Hiring Agreement. No extension of time will be permitted.

13. Council reserves the right to refuse any proposed booking or to cancel any booking not considered to be an appropriate use of the facility or where the conduct of the function would be detrimental to the facility. The Hirer agrees that Council may terminate the booking at any time in any of the following instances:
 - Failure to pay any hiring fees or deposit on any due date;
 - Failure to comply with the Conditions of Hire;
 - The Hirer ceasing to conduct the business associated with the hire personally or from the venue.
14. The Hirer acknowledges and agrees that Council shall not be responsible in any way for the Hirer, their employees, contractors or associates and their displays or property in association with or brought to the facility.
15. The Hirer is not permitted to suspend any object from the ceilings, balconies or any other part of the building without the prior consent of Council. Adhesive tapes are not to be used. Explosives and flammable liquids are not to be brought into the facility. Candles or other naked flames are not permitted to be used without the prior consent of Council.
16. All hallways, corridors, passages, doorways and exits are to be kept free of obstruction (including decorations) at all times.
17. No alterations to the structure, fittings, furnishings or fabric of the buildings are permitted.
18. Under no circumstances is smoking allowed in any building.
19. Hirers shall in all respects observe and comply with the provisions of the Liquor Licensing Act 1985 and all other relevant State and Federal legislation and Council By-Laws.

Hirers wishing to provide alcohol for sale are required under Regulation 107 to obtain a liquor licence from the Local Court House, which must be produced and sighted by a Council officer, no less than 3 days prior to the hire, to confirm the function details.

Under no circumstances are people under the age of 18 years to be served alcohol within the facility. If providing for the consumption of alcohol, the Hirer must provide adequate, competent bar staff to service those people attending the function. It is the Hirer's responsibility to arrange bar staff.

A liquor licence may be used subject to the following conditions:

 - Liquor to be kept under the control of the responsible person;
 - Every effort to be made to ensure no over indulgence;
 - Limited amount of liquor to be taken into the facility;
 - No one under the age of 18 years to be served alcohol;
 - The consumption of alcohol is monitored by the licensee.

"Limited amount of liquor" – Council endorses the responsible service and consumption of alcohol.
20. Still and video photographs for personal memorabilia are permitted to be taken within the Gaol however images should not be taken of members of the public without their express permission. Video imagery must not exceed 10% of the total period of any tour. The images taken may not be used or published in any form including but not exclusively newspaper, magazine or websites without the prior approval of Maitland City Council.
21. It is the Hirer's responsibility to make sure the facility is left in the same condition as prior to the function.
22. Council has Property Owners Liability Insurance as well as Public and Products Liability Insurance for Casual Hirers Liability. A copy of this policy can be obtained on request. Incorporated bodies, registered clubs and other legal entities etc. must have their own appropriate Public Liability cover and provide a copy of the policy to Council no later than 3 days prior to the function.
23. A deposit of 1/3 of the Hire fee is to be paid within 14 days of the booking being made to confirm the function, at which time a Hiring Agreement is to be signed. The remaining hire fees and a \$200 security bond are to be paid no later than 14 days prior to the function date.

24. In the event of cancellation, Hirers will forfeit a percentage of all fees paid in accordance with the following:
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| - 30 or more days notice – | Forfeit = Nil |
| - between 30 and 14 days notice – | Forfeit = 25% |
| - between 14 and 7 days notice – | Forfeit = 50% |
| - within 7 days notice – | Forfeit = 100% |
25. The security bond will be refunded in full within 10 days of the function by way of a cheque posted to the contact address provided on the Hiring Agreement, providing the facility is left in a satisfactory condition.
If the facility is not left in a satisfactory manner or damage to the facility or equipment has been sustained, Council will deduct any necessary charges from the security bond to reimburse costs incurred by Council in rectifying the damage or reinstating the facility.
Should rectification cost exceed the value of the security bond, the Hirer will receive a Council's debtors invoice for the outstanding value of the rectification. Council will vigorously pursue the recovery of all damage and maintenances costs.
26. Maitland Gaol is a heritage site dating from the 1840's. Because of the nature of the site, everyone who enters and remains on the premises does so at their own risk. Entry is deemed to be an agreement to indemnify Maitland City Council and the management of the facility in respect of any injury or loss occurring on or damage to the premises.
27. The part of the facility hired is done so under the terms that the applicant, the person whose signature appears on the Hiring Agreement document, accepts and agrees to abide by all the above prescribed General Terms and Conditions of Hire and any additional Special Conditions enumerated on the Hiring Agreement.