

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



DEFINITIONS

1. The Maitland Gaol facility is operated by the Maitland City Council. Any reference to "Council" in these conditions shall mean Maitland City Council and to "the facility" shall mean the Maitland Gaol.

GENERAL CONDITIONS

2. A Hirer must be over the age of 18 years and proof of identification may be required.
3. The Hirer will personally conduct the business associated with the hire and is not permitted to assign, sub-license, transfer, sell, or otherwise deal with the right to hire.
4. Maitland Gaol is a heritage site dating from the 1840's. Due to the nature of the site all persons entering the premises do so at their own risk. Entry is deemed to be an agreement to indemnify the Council and the management of the facility from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation by the Hirer, the guests, patrons, and support personnel of the Hirer while on the Premises.
5. The part of the facility hired is offered under the terms that the Hirer, the person whose signature appears on the Hiring Agreement document, accepts and agrees to abide by all the prescribed General Terms and Conditions of Hire and any additional Special Conditions enumerated on the Hiring Agreement.
6. 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, in its absolute discretion.
7. The Hirer agrees that Council may terminate the booking at any time in any of the following circumstances:
 - i. Failure to pay any hiring fees or deposit on any due date;
 - ii. Failure to comply with the Conditions of Hire;
 - iii. The Hirer ceasing to conduct the business associated with the hire personally or from the venue.
8. The Hirer acknowledges and agrees that Council will not be responsible in any way for the personal liability of the Hirer, the guests, patrons and support personnel of the Hirer, or for any personal property brought into the facility.
9. The Hirer shall in all respects observe and comply with the provisions of the Liquor Act 2007 and all other relevant State and Federal legislation and Council By-Laws. Hirers wishing to sell or supply alcohol are required under Part 2, Regulation 7 of the Liquor Licensing Act 2007, to obtain an appropriate liquor license. The Licensee must supply a complete copy of the license application and proof of issue of the license. This must be produced and sighted by a Council officer, no less than 3 days prior to the date of hire. Maitland Gaol recommends the hirer apply to the Office of Liquor Gaming and Racing (OLGR) no less than 28 days prior to the agreed venue hire date. Licensing information and application details can be found at www.olgr.nsw.gov.au
10. 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.

11. Council has a Public and Products Liability Insurance Policy in place that covers Casual Hirer Liability.
 - i. Casual Hirers are determined by the terms of the Policy. The Policy only covers personal injury and does not cover property damage or personal legal liability for a criminal act;
 - ii. The Policy has an uninsured claims excess of \$1,000 and the Hirer will be personally responsible to Council for the payment of \$1,000 (or part there of depending on the amount of the claim) to cover the uninsured claims excess in the event of a claim being made on the Policy;
 - iii. Companies, other incorporated bodies, registered clubs and other legal entities, are not covered by the Casual Hirer Insurance Policy and must have their own appropriate Public Liability insurance policy;
 - iv. A Certificate of Currency for any required Public Liability insurance policy must be provided to Council no later than 3 days prior to the function.

ADMINISTRATION

12. A Hirer must complete and sign a Hiring Agreement document at which time the deposit for the hire must be paid. This document will form part of the Hire Agreement and the Hirer will be bound by the terms and conditions expressed in the Hire Agreement and these Terms and Conditions.
13. Hirers must inform Council of the purpose for which the function is to be run and the number of attendees. 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 and the Hirer must be satisfied that the facility or part thereof being hired is fit for the intended purpose in all respects.
14. 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.
15. The Hirer, guests, patrons and support personnel (e.g. 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.
16. The Hirer, guests, patrons and support personnel (e.g. caterers) are to vacate the facility by the time listed on the Hiring Agreement. No extension of time will be permitted.

DEPOSITS AND SECURITY BOND

17. In the event of cancellation, Hirers will forfeit a percentage of the total fee in accordance with the following:
 - i. 30 or more days notice Forfeit = deposit;
 - ii. between 30 and 14 days notice Forfeit = 25%;
 - iii. between 14 and 7 days notice Forfeit = 50%;
 - iv. Within 7 days notice Forfeit = 100%.
18. 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 if there is damage to the facility or equipment, Council will delay any refund and deduct any necessary charges from the security bond to reimburse costs incurred by Council in rectifying the damage or reinstating the facility.
19. Should rectification cost exceed the value of the security bond, the Hirer will receive an invoice for payment of the shortfall in the cost of rectification. Council will vigorously pursue the recovery of any outstanding costs of damage rectification and maintenance costs.

SECURITY, HEALTH AND SAFETY

20. 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; in the case of public disruption, fire, bomb or other emergency threat; or due to an occupational, health, or safety issue.
21. The Hirer or others attending the function must not hinder or obstruct any member of the NSW Police, NSW Fire and Rescue, NSW Ambulance Service, any other emergency or security service or authorised staff member/s 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.
22. All practicable precautions must 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 firefighting equipment and are aware of emergency contact phone numbers. It is the responsibility of the Hirer to ensure adequate arrangements have been made for the provision of suitable First Aid kits and trained personnel to administer first aid if required.
23. 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.
24. It is the Hirer's responsibility to provide adequate security during and after the function where alcohol is served. The Hirer must supply Council with proof of security arrangements no later than 5 working days prior to the function. This condition will be notified to the Hirer at the time of completing the Hire Agreement. Security, where provided by the facility, is required for a minimum of 4 hours at the hirer's additional expense.

THE VENUE

25. 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. The use of silly string, glitter glue or any other material which could potentially cause damage to the site and/or its structures, is also not permitted.
26. All hallways, corridors, passages, doorways and exits are to be kept free of obstruction (including decorations) at all times.
27. No alterations to the structure, fittings, furnishings or fabric of the buildings are permitted.
28. Under no circumstances is smoking allowed in any building or within 5 metres of the main entrance to the facility, or a doorway or an open window of any building within the facility.
29. It is the Hirer's responsibility to ensure that the facility is left clean and tidy and in the same condition as prior to the function.

EVENT PLAN DOCUMENTATION

30. The applicant is required to submit a risk management plan and security assessment for every event. If the event is approved, Maitland Gaol will require copies of all structural certification for any proposed structures and relevant trade certificates for contractors/companies engaged to erect them. Maitland Gaol will require a construction certificate for any proposed structures that exceed 100m² in size.
31. The Risk Assessment must consider all potential risks pertaining to the event from bump in to bump out, including guest management and site specific issues.
32. After assessing the completed Hiring Agreement information and application form, Maitland Gaol will advise the applicant whether the proposed event or activity is permitted on site and what timeframes/permits are required for final approval. This may require the submission of a detailed Event Plan.