



Terms and Conditions of Hire

www.bpacballarat.org

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This document outlines the booking procedure for the Ballarat Performing Arts Centre (BPAC), as run by the Ballarat Performing Arts Community.

BPAC has 5 areas available for hire. Further details on each of these spaces are available on our website along with the 'BPAC Venue Hire' application form.

1. Booking Process

- 1.1 Read and understand the Terms and Conditions of Hire.
- 1.2 Complete the BPAC Venue Hire application form.
- 1.3 BPAC will then send a quote to the contact person listed on the application form.
- 1.4 At this point, further negotiation may be had to find the best fit for your group. The best fit relates to room availability, room suitability and best price.
- 1.5 Confirmation of booking is done via email (not verbally) for BPAC Members and must include a copy of their 'Liability Insurance'.
- 1.6 Organisations or individuals that are *not* Members of BPAC will need to pay a deposit to confirm their booking, and must include a copy of their Certificate of Currency.
- 1.7 Final invoice will be sent to the contact person listed on the application form after the event.
- 1.8 **Duty Technicians:** Any performance or rehearsal event requiring technical elements beyond standard meeting lights and amplification, will be directed to contact Mystic Entertainment or SLC who will provide the necessary staff and equipment at an agreed rate. Costs will be paid by the hirer directly to the chosen provider (SLC or Mystic Entertainment).

2. Right of Refusal

- 2.1 BPAC reserves the right to refuse any application without assigning any reason.
- 2.2 No portion of the facility may be sub-let or any booking transferred without the prior written consent of BPAC.

3. Changes and Cancellations

- 3.1 BPAC is not obliged to consider variations to confirmed bookings.
- 3.2 If variations are requested and approved, they may incur extra costs. In this instance, BPAC will submit an amended quote to the hirer.
- 3.3 Cancellations must be submitted in writing to BPAC more than 14 days prior to the event. These bookings will be cancelled without penalty and any deposit will be fully refunded.
- 3.4 If an event is cancelled with less than 14 days notice, the deposit will be forfeited.

4. Fees and Charges

- 4.1 All invoices are GST inclusive.
- 4.2 The quote provided by BPAC will be inclusive of the venue hire and any technical or equipment requirements as outlined by the hirer in the BPAC Venue Hire application form, or via conversation in subsequent emails.
- 4.3 Any amendments to the confirmed booking may incur additional costs.
- 4.4 If the venue is not left in the same condition in which it was handed over to the hirer, additional cleaning costs will be added to the final invoice.
- 4.5 Payment terms are strictly 30 days from the date of invoice.
- 4.6 Failure to pay as per these terms will affect future booking requests.
- 4.7 Casual Bookings
 - 4.7.1 Casual bookings (once off or short term hire) will be asked to provide a deposit upfront to confirm their booking (not applicable for BPAC Members).
 - 4.7.2 At the conclusion of the event, the hirer will be sent a final invoice for the balance.
- 4.8 Ongoing Bookings
 - 4.8.1 The hire fee, as agreed upon, will be invoiced monthly in arrears.
 - 4.8.2 One month notice is required on termination of the agreement.

5. Venue Condition

- 5.1 At the end of the event, the hirer must
 - a) Leave the facility in a clean and tidy condition.
 - b) Ensure that all equipment is returned to the location where it was found.
 - c) Ensure all heating/cooling/lighting is switched off.
 - d) Ensure all windows and doors are locked securely.

- 5.2 If food and beverage is being served, the hirer must comply with all laws in relation to the preparation, provision, sale and service of food and beverages.
- 5.3 The hirer must take out public liability insurance for the duration of the event.
- 5.4 BPAC shall not be liable for any loss or damage sustained by the Hirer during the event.

6. General

- 6.1 Children under the age of 10 years must be accompanied by a supervising adult at all times whilst using the facility.
- 6.2 No animals shall be allowed in the facility without the prior consent of BPAC.
- 6.3 Smoking is not permitted inside the facility or within 4 meters of any entrance to the property.
- 6.4 Amplified music must not begin prior to 10.00am and must cease by 9.00pm. Amplified music is any music which can be heard outside the confines of the building.
- 6.5 Please be aware that we are in a residential area. When moving between buildings and leaving the venue, please keep noise and conversation to a minimum.
- 6.6 All furniture and equipment remain the property of BPAC.
- 6.7 No disorderly behaviour shall be permitted in any part of the facility. BPAC reserves the right to remove such offenders and the Hirer must pay any costs associated with the removal of these offenders.
- 6.8 Any breach of these Terms and Conditions of Hire may result in a person or organisation being expelled from the facility.

7. Insurance and Release and Indemnity

- 7.1 All hirers must take out Public Liability Insurance and supply a certificate of currency for that Insurance to confirm their booking.
- 7.2 The hirer will organise all necessary permits, licences, and registrations to meet legislative obligations required for their activity and use of the facility.
- 7.3 BPAC is not responsible for any accident, injury, loss or damage sustained to any person or property while using any part of the facility during their event.

8. Acceptance

By confirming your booking with BPAC, you are agreeing to the Terms and Conditions of Hire.

If you fail to adhere to the Terms and Conditions of Hire, you will jeopardise your future bookings with BPAC.

If you wish to discuss or clarify any part of this document, please contact bookings@bpacballarat.org