

THE TWYFORD VENUE HIRE – TERMS & CONDITIONS

Version: 10 December 2023

The Hirer/Producer agrees to the following:

General Terms & Conditions

- a) The hire period requested must include all setup/bump-in and pickup/bump-out periods.
- b) A maximum of two (2) possible date holds will apply to any one event.
- c) Use of the venue is at the sole discretion of The Twyford Hall Complex Ltd.
- d) The Twyford complex is strictly a non-smoking venue. NSW Government and Bega Valley Shire Council regulations apply. No smoking, vaping or e-cigarettes are permitted inside the building or within 10 metres of any entrance to the building.
- e) NSW Work Health & Safety law prohibits staff, contractors, volunteers and artists working on an event from being under the influence of alcohol or other drugs while on duty. All persons working on an event have a duty to maintain the safety of themselves and others. Any person found breaching this clause will be asked to leave the venue, regardless of their role.
- f) All heat, haze or smoke producing effects must be approved in advance by the Twyford's Technical Manager. Costs of fire brigade attendance for alarms due to inappropriate or unauthorised use of heat, haze or smoke-producing items will be charged back to the Hirer/Producer. Should isolation of any systems be required/permitted, the Hirer/Producer may be asked to pay the cost of a qualified Fire Safety Officer.
- g) The Hirer/Producer is responsible for checking COVID-safety requirements in force up to and during use of the venue and make adjustments if required. The Hirer/Producer must make safety requirements clear to audiences in all public marketing material.
- h) Catering arranged by the Hirer/Producer must meet the Food Handling Code of Practice and COVID safety/food allergen requirements. It is the Hirer/Producer's responsibility to check that caterers have appropriate and current food safety certification.
- i) For events at which music is played – live, recorded or background – Hirers/Producers warrant they have obtained appropriate licences/clearances through One Music Australia (PPCA/APRA/AMCOS) and that they have paid all royalties or fees required.
- j) The Twyford is not responsible for payment of any royalties or licences unless this has been agreed in advance in writing.
- k) Events involving alcohol must adhere to NSW law regarding licensing and service requirements and have permission in writing from the venue manager. This includes not-for-profit events and organisations. All staff/volunteers involved in the selling, service OR supply of alcohol must have completed a Responsible Service of Alcohol (RSA) course, hold a valid NSW competency card, and must comply with The Twyford's house policy on alcohol. No BYO or take-away alcohol is permitted and all containers must be opened on serving. Penalties for non-compliance apply to individuals and organisations. Events involving alcohol must be [registered online with NSW police](#) 14 days in advance, or if within 3 days of the event, with local police on [6491 5500](tel:64915500).
- l) The Twyford is a heritage listed building. No adhesives may be used on any painted wall or door surface, including sticky tape, masking tape, gaffer, bluetac etc. Please take care when moving items to avoid damage to walls, curtains, carpets etc. Nails, screws, staples or other metal fastenings may not be used on any surface without written permission. Picture rails must be used to hang artworks. Items may be attached to glass or unpainted metal. Avoid placing any decorations within 1 metre of any heater, fan or other electrical device.
- m) Electrical equipment brought into the venue must be notified when booking your hire and must have a current electrical test tag.
- n) Illness, injury, hazards, loss, damage, use of First Aid items/AED and alcohol/security-related incidents must be reported to The Twyford Hall Complex Ltd, and other regulatory bodies where relevant. Hard copy forms for reporting are located in the Hall Kitchen shelf next to the First Aid Kit, or online here:
<https://www.dropbox.com/scl/fi/05hh2v2ppumvnjxqcwla8/TwyfordIncidentForms.pdf?rlkey=xtl6zd67hbl0or3p0f7112du&dl=0>

Payment Terms

- a) Hirers/Producer will pay the fees - and bond, if applicable - in the Hire Agreement Schedule in advance and within 7 calendar days of receiving an invoice and a signed Hire Agreement.
- b) Payment will be made by direct credit to The Twyford Hall Complex Ltd's bank account, shown on the invoice.

Damages and Responsibility

The Hirer/Producer agrees to the following:

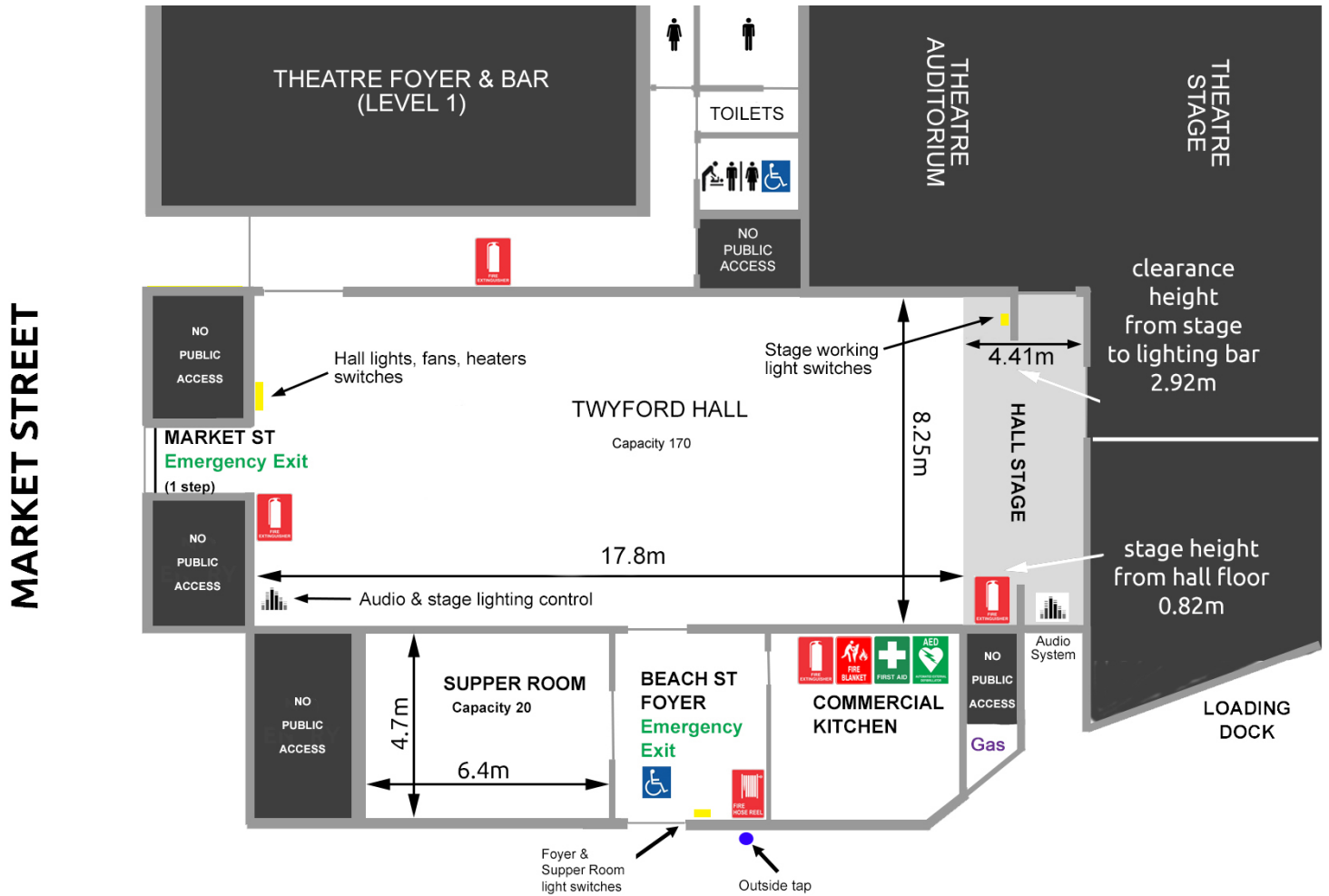
- a) to be responsible for the behaviour of persons in the Venue during the hire and any property damage to the Venue or contents.
- b) pay the cost of repairs or replacement if damage of any kind is caused to The Twyford's property or building, with repairs/replacement to be facilitated by The Twyford.
- c) to leave the venue clean and tidy. Additional cleaning over and above a standard end of hire clean will be charged back to the Hirer/Producer. If you prefer the Twyford cleaner to do all your cleanup, this must be prebooked and paid for.
- d) The Twyford accepts no responsibility for personal effects, equipment or valuables and the Hirer/Producer will ensure they have their own insurance adequate to cover these. At the conclusion of the event, the Hirer/Producer will remove all property belonging to the Hirer/Producer, their staff/participants, stallholders, caterers and audience.
- e) to indemnify The Twyford Complex Ltd Board, its employees, contractors, volunteers and the Trustee (Bega Valley Shire Council) from all judgements, suits, claims, actions and damages that may arise against the venue as a result of any such loss or injury during occupation of the venue by the Hirer/Producer AND from any liability arising out of the Hirer's/Producer's use of the facility.
- f) to provide to the Venue a copy of the Hirer/Producer's **Public Liability insurance policy certificate of currency** that covers the event activity in The Twyford's location on the date(s) of the event - including setup/packdown days - for an amount not less than **AUD \$20 million**.
- g) to ensure that any stallholders who may be part of the event have provided a certificate of currency to the Hirer for **stallholder's insurance** of not less than **\$20 million** prior the event.
- h) that a bond may be charged for certain high risk events at the Venue Manager's or Board's discretion. Bond will be returned on satisfactory inspection of the venue post event.
- i) that management may require the Hirer/Producer to hire and pay for Security if the event is considered to be high risk.

Cancellations & Postponements

- a) If the event cannot go ahead, the venue manager and Hirer/Producer agree to negotiate a scheduled postponement if feasible. Any hire fees already paid up front will be held by the Twyford as credit towards a postponed event.

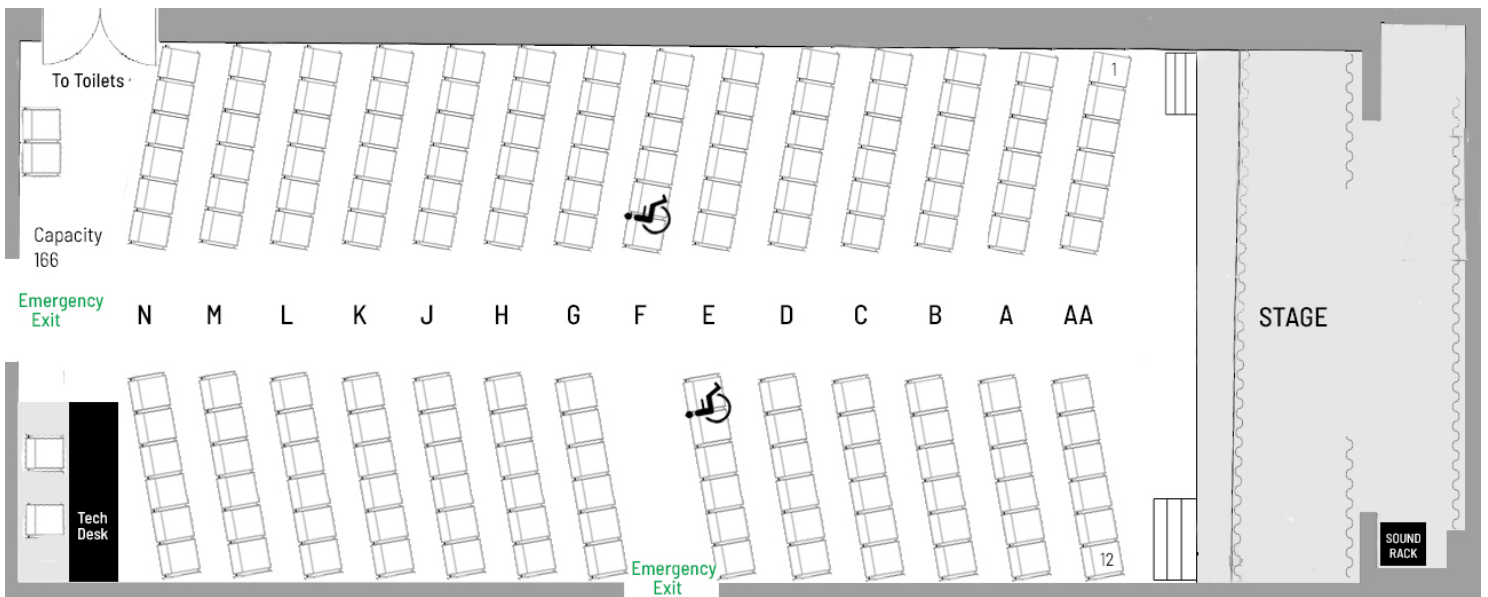
- b) If the event must be cancelled by The Twyford due to a force majeure event such as a natural or other disaster that causes the venue to be unusable; a venue-specific COVID or other pandemic outbreak; updated advice or regulatory restrictions from Government or the relevant Health Authorities to the sector; or by order of the relevant Health Authorities to our specific venue/location, hire fees will be refunded. The Twyford will not be responsible for any other Hirer/Producer costs incurred for this event.
- c) If the event cannot be rescheduled and must be cancelled by the Hirer/Producer, the cancellation request must be made in writing as soon as possible. If the hire period is longer than 2 days (calculated as calendar days from setup until packup and including "dark days" between sessions), a minimum of 30 calendar days' notice is required to avoid any financial penalty. Without sufficient notice, a booking cancellation fee of 40% of the scheduled hire fee will be deducted for any unused hire period, and the balance refunded. Fees for any already-used hire days will not be refunded.
- d) If costs other than hire fees (for example, for poster printing, ticketing or paid advertising package) have already been incurred by The Twyford at the time of cancellation, the costs that have been expended and that are unrecoverable must still be paid by the Hirer/Producer, with the exception of a cancellation triggered by clause 9 b).

HALL VENUE PLAN NOT TO SCALE





BEACH STREET TWYFORD HALL Venue layout as at 26 July 2022

HALL CONCERT-STYLE SEATING PLAN





EMERGENCY PROCEDURES QUICK SUMMARY – THE TWYFORD

000	Fire Police Ambulance	132500	SES: Flood Storm Tsunami
6496 1082	Eden Gas & Gear (gas bottle)	6499 2222	BVSC: Burst Water Mains Sewer
0408 356816	Gas Connection (gas/water leak)	6495 7435	The Twyford: Report All Incidents info@thetwyford.com.au
131126	Poisons Information	0438 957160	
132 080	Electricity - Essential Energy	6495 8410	Shop 1 Coast Property – if evac required Shop 2 Horizon Bank – if evac required
0418 4291113	Lift Emergency Steve James CORE	6460 3800	
0407 260546	Hodgson Builder - if evac required		
131050	SafeWork NSW: Report serious injury, illness, dangerous incident or death		
 	First Aid Kit + AED (defibrillator) in Twyford Hall kitchen		Interim Version: 1/11/2023

You are at **THE TWYFORD, 16 Market Street Merimbula NSW** Nearest cross street: Beach Street

1. Call for Help 2. If evacuation is required, the key element is to **get people outside as quickly and safely as possible**. While there are procedures in place for the effective evacuation of people, the most important thing to remember if you can't remember anything else is to **keep people moving calmly out of the building**. As people arrive for an event or on site, it is good practice to **be aware of anyone who may need extra assistance in the event of an evacuation, due to a disability or language difficulty**.

 **ASSEMBLY AREA**
TSUNAMI ALERT
WOOLWORTHS CARPARK
The Twyford lies in a tsunami emergency evacuation zone. If a tsunami LAND ALERT is issued, evacuate UPHILL along Market St to Main St to the above-ground carpark at Woolworths. **DO NOT GO TOWARDS THE LAKE**

 **ASSEMBLY AREA**
GAS, FIRE OR OTHER EMERGENCY ALERT
GRASS AREA ON LAKE SIDE OF **BEACH ST CARPARK**

EVACUATION TO ASSEMBLY AREA

In an ideal situation you will be informed of the decision to evacuate and an orderly and simultaneous evacuation of the venue will take place. However, in an assessment of the threat - fire, affray, tsunami or bomb threat - the decision to evacuate can be made by *any* member of staff and indeed even the public. In the unlikely event that a full evacuation is needed, the **Duty Manager** if present, or the **Hirer** takes the role of Chief Warden and makes the decision on whether to evacuate. Please remember that **Emergency Services** may also be coordinating. Should procedures change, please follow their directions.

If an emergency in the venue means the event needs to stop the Chief Warden will:

1. Use the sound system or loud hailer to make an announcement to everyone in the venue that the event is stopping, and dial the appropriate emergency number(s).

If the building needs to be evacuated the Chief Warden will:

2. Turn on all house lights (or ask Tech Op to do so) and direct ushers / other staff to open all emergency exits.
3. Inform everyone in the building (including adjacent venue spaces, backstage, kitchen, toilets, shops 1&2, plant rooms, building site) that an evacuation is required and direct them:

- to proceed calmly via exits to the relevant **Assembly Area** and **WHERE it is located**
- to **NOT leave the Assembly Area** or return to building until Emergency Services direct them to do so.

4. **Persons with disabilities, severe injuries or who are otherwise unable to exit the venue without assistance should remain in place** until they can be safely evacuated by Emergency Services.

5. The Chief Warden will be positioned at the Beach St Hall entrance to meet Emergency Services as they arrive and inform them of anyone still in the building. If safe to do so, assign staff to prevent people entering other doors.

6. Once all areas have been cleared, secure valuables and take any door lists / attendance or sign-in sheets and a pen with you to the Assembly Area.

AT THE ASSEMBLY AREA

Check that all members of your group are accounted for. Check names off lists (if available). Inform Emergency Services if anyone is unaccounted for. **Do NOT leave the Assembly Area or return to the building until directed to do so by Emergency Services. Submit an Incident Report**

