

THE TWYFORD VENUE HIRE – TERMS & CONDITIONS

Version: 17 April 2024

The Hirer/Producer agrees to the following:

1. General Terms & Conditions

- a) The hire period requested must include all setup/bump-in and packup/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 and products 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 for the duration of the isolation.
- 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 private parties as well as 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. Private events involving alcohol not using Twyford RSA staff must be [registered online with NSW police](#) 14 days in advance, or, if booked within 3 days of the event, with local police on [6491 5500](#).
- l) The Twyford is a heritage-listed building – please look after it. No adhesives may be used on any painted wall or painted 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. Environmentally-damaging decorations such as balloons and glitter should be avoided.
- m) Electrical equipment brought into the venue must be notified when booking your hire and must either be less than 12 months old or have a current electrical test tag before use will be permitted in the venue.
- 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=xtl6zd67hbll0or3p0f7112du&dl=0>

2. 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.](#)

3. 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 of your cleanup, this must be prebooked and paid for in advance
- 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 or subcontractors who may be part of the event have provided a certificate of currency to the Hirer for 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.

4. 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 pickup and including any "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, 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 b).