Terms and Conditions of Venue Hire

The Twyford, Merimbula | Operated by Bega Valley Shire Council

All Hirers must sign a venue hire agreement. Signing confirms acceptance of these Terms and Conditions, which form part of the legally binding agreement. "Council" means Bega Valley Shire Council; "Venue Management" means Council's authorised venue representatives; and "Hirer" includes the Hirer/Producer and their event organisation.

1. Charges

1.1 Hire charges for use of the venue must be paid in full to Bega Valley Shire Council (Council).

1.2 At booking, the Hirer must provide full invoicing details: organisation name, contact name, telephone, email and postal address.

1.3 Additional charges will be invoiced after the event for access beyond booked times, additional labour or use of further venue resources or facilities.

1.4 Payment may be made by credit card, BPAY, BillPay or cheque using details on the Council invoice. Invoice enquiries: Council Customer Service, (02) 6499 2222.

1.5 Interest will be charged on outstanding hire charges from the due date of payment, at a rate not exceeding fifteen percent (15%) per month.

2. Cancellation and postponement

2.1 The Hirer must notify Venue Management in writing if cancelling all or part of an event or no longer requiring all or part of the booked facilities.

2.2 Cancellation charges are based on the notice received by Venue Management:

(a) Less than ten (10) days before the booking: 100% of the full estimated fees plus expenses already incurred by the venue at the Hirer's request.

(b) Between four (4) weeks and ten (10) days before the booking: 50% of the full estimated fees plus expenses already incurred at the Hirer's request.

(c) More than four (4) weeks before the booking: no cancellation fee, except expenses already incurred at the Hirer's request.

2.3 Council reserves the right to cancel any booking. Council may cancel without notice in an emergency, if the venue is unsafe, if required as a Federal or State election polling place, or if required as an emergency relief centre.

2.4 Where Council cancels under clause 2.3 and the Hirer is without fault, Council will refund amounts paid in relation to the booking. Council is not liable for loss or damage resulting from that cancellation.

2.5 Postponement must be confirmed in writing to Venue Management at least four (4) weeks before the booking. Otherwise, the cancellation charges in clause 2.2 apply.

3. Deposit

3.1 Council may request a deposit at its discretion.

3.2 A deposit invoice must be paid within fourteen (14) days of signing the contract. Council may cancel a tentative booking if payment is not received by that date.

4. Booking and event details

4.1 The signed hire agreement is a legally binding contract. A maximum of two tentative (pencil) holds applies to an event; a hold does not confirm a booking.

4.2 At least fourteen (14) business days before the hire, the Hirer must confirm relevant attendance numbers, dietary requirements, catering times and audio-visual requirements in writing.

4.3 Changes to confirmed event details within ten (10) days of the hire may incur extra labour, hire and technical charges.

5. Access and hire times

5.1 Access is limited to the spaces and times in the hire agreement. Changes require Council's prior written approval.

5.2 The hire period must include all preparation, pre-rigging, rehearsals, bump-in, performances, pack-up, bump-out and any non-performance days. Additional access may be charged.

5.3 Council controls venue access, opening and closing times, admission and use of facilities. Hirers must not interfere with other bookings.

6. Hirer responsibilities and safety

6.1 The Hirer must assess event risks and prepare a suitable risk management plan, including first aid and emergency arrangements, in consultation with Venue Management.

6.2 Hirers, crew, contractors and volunteers must complete or receive the required venue safety induction. The Hirer must ensure all event personnel understand emergency procedures and follow Council directions.

6.3 Persons working at an event must not be under the influence of alcohol or drugs while on duty; anyone in breach may be required to leave.

6.4 Keep all exits, aisles, stairs, corridors, fire doors, stage fire curtain, emergency equipment and electrical cupboards clear. Do not prop open fire doors or store items beneath stairs or the fire curtain.

6.5 All incidents, injuries, hazards, first aid/AED use, property damage and alcohol or security incidents must be reported promptly to Venue Management and relevant authorities where required.

6.6 The Hirer must comply with applicable public health requirements and ensure that relevant requirements are communicated to staff and patrons.

7. Fire safety and special effects

7.1 Written approval is required before using flames, hot work, pyrotechnics, strobe lights, lasers, haze, smoke, snow, sparks or other heat- or smoke-producing effects. Council may refuse unsafe activities.

7.2 The Hirer is liable for costs arising from alarms or fire brigade attendance caused by inappropriate or unauthorised effects, smoking or vaping. Any permitted fire-system isolation must be managed by Council and any required Fire Safety Officer paid for by the Hirer.

7.3 Props and scenery must be inherently flame-retardant or suitably treated and approved for use.

8. Working at heights

8.1 Use of The Twyford elevated work platform (EWP) requires approval, a valid relevant Yellow Card, demonstrated competency, the prescribed safe work method and a completed EWP logbook. A hard hat must be worn.

8.2 Use of ladders over two metres requires working-at-heights training. No person may work at height alone.

9. Heritage building and installations

9.1 The Twyford includes a heritage-listed building. Hirers must protect all painted surfaces, walls, floors, curtains, carpets and fittings.

9.2 Do not apply tape, adhesives, Blu Tack, nails, screws, staples or other fastenings to painted or other building surfaces without written approval. Use the approved picture rails and display systems; hire of hanging equipment or partitions may require a bond.

9.3 Only the supplied hanging hardware or pins may be used on display partitions. Decoration must be kept at least one (1) metre from heaters, fans and electrical appliances.

9.4 Balloons, confetti, glitter (including on costumes and makeup), microplastics and environmentally damaging decorations are not permitted.

9.5 Do not use personal gaffer tape or other tapes on stage surfaces. Ask the nominated technician for approved products.

10. Electrical and technical requirements

10.1 All equipment and power connections require Council's approval. Electrical equipment brought to the venue must comply with applicable Australian standards and test-and-tag requirements.

10.2 Specifications for stage lighting, sound and AV must be submitted at least four (4) weeks before the event, preferably six (6) weeks, for approval by Council's technical representative.

10.3 Council may require a venue technician. Hirer-supplied technicians or production staff must be approved, competent, inducted and comply with venue presentation and working requirements.

11. Catering and food

11.1 Catering arranged by the Hirer must comply with applicable food handling, food safety and allergen requirements. The Hirer is responsible for checking that caterers hold required current certifications.

11.2 Charities and community organisations preparing, supplying or selling food must comply with relevant Australian and NSW food laws.

11.3 Use of the venue kitchen, catering equipment or other food-service spaces must form part of the approved hire arrangements.

12. Liquor licensing and alcohol service

12.1 Alcohol service at The Twyford is subject to its NSW on-premises liquor licence, the Liquor Act 2007, relevant regulations and licence conditions. Written Council approval is required for any event involving alcohol, including private and not-for-profit events.

12.2 Council controls the sale, supply and service of all alcohol. No externally supplied alcohol, BYO alcohol or takeaway alcohol is permitted. Alcohol must be served only through Council-approved arrangements.

12.3 All persons involved in alcohol sales, supply or service must hold the required NSW Responsible Service of Alcohol (RSA) competencies and comply with Council's house policy.

12.4 Where notification to NSW Police, Liquor & Gaming NSW or another authority is required, it must be completed before alcohol service. Council may impose further staffing, security or service conditions.

13. Staffing and security

13.1 Council may determine minimum staffing, technical, front-of-house, fire safety and security requirements for an event.

13.2 Staff and services supplied by Council or required for the event will be charged at Council's applicable rates. Minimum staff call-out is three (3) hours.

13.3 Council may require paid security for higher-risk events. A Hirer proposing their own security must first provide Council with written personnel and deployment details.

14. Capacity, sound and entry

14.1 The Hirer must observe approved floor plans and capacities. Council may reduce capacity based on event risks or layout.

14.2 Council may control sound and vibration levels and direct that activities stop if they create nuisance or safety concerns.

14.3 Council may refuse entry, require the removal of disorderly or unsafe persons, or stop an event when necessary. All persons must follow displayed conditions of entry and reasonable staff directions.

15. Cleaning, damage and hirer property

15.1 The Hirer is responsible for the behaviour of participants and associated persons, and for damage to the venue or its contents caused during the hire.

15.2 The venue must be left clean and tidy. Spills, rubbish and other event materials must be removed. Additional cleaning and repair or replacement costs, including any lost venue income during repairs, may be charged.

15.3 Damage, loss and injuries must be reported immediately. All Hirer property and equipment must be removed after the hire. Council is not responsible for delivery, collection, loss, damage or theft of Hirer property.

16. Insurance and bonds

16.1 The Hirer must hold public liability insurance for not less than $20 million per occurrence and provide a certificate of currency on signing. Cover must include all event and setup/pack-down dates.

16.2 The Hirer must ensure participating stallholders and subcontractors also hold at least $20 million public liability insurance and provide evidence when requested. The Hirer must insure its own property.

16.3 Council may require a bond for higher-risk events or specific equipment. The bond is refundable after satisfactory inspection, less any charges for damage or excessive cleaning.

17. Ticketing and marketing

17.1 The Hirer must comply with relevant Australian ticketing standards and consumer law. Venue layouts and ticket allocations require Council approval; tickets must not exceed approved capacity.

17.2 Ticketing providers must give Council access to sales information when requested.

17.3 Promotional material must be approved before issue, and events must not be advertised until the hire and relevant ticketing agreements are complete and required deposits paid. Use of Council or venue names and logos requires approval.

17.4 Retail sales must comply with applicable restricted-trading-day rules.

18. Music, copyright and recordings

18.1 Council holds a OneMusic Australia (PPCA) licence covering background music at The Twyford before performances and during intervals only.

18.2 The Hirer is responsible for obtaining and paying for all other music, theatrical, film, recording and copyright licences, permissions and royalties connected with the event, unless otherwise agreed in writing by Council.

18.3 Photography, filming and recording require all relevant permissions and Council approval. The Hirer indemnifies Council against claims arising from copyright or other intellectual property infringements.

19. Smoking, animals and restricted items

19.1 Smoking, vaping and e-cigarettes are not permitted inside The Twyford or within ten (10) metres of any entrance.

19.2 Animals are not permitted except legally recognised guide, hearing or assistance animals.

19.3 Weapons, dangerous goods, fireworks, flares, unauthorised alcohol and other items Council considers unsafe are prohibited. Council may restrict glass, cans and recording devices for particular events.

20. Accessibility and Companion Card

20.1 The Hirer must accommodate lawful accessibility requirements. Where the Companion Card Program applies to a Council-presented or ticketed performance at the venue, a complimentary companion ticket must be issued in accordance with the program.

21. Indemnity, force majeure and termination

21.1 The Hirer indemnifies Council against claims, costs and losses arising from injury or property damage caused or contributed to by the Hirer's negligent acts, omissions, breach of contract or statutory duty, including acts of its employees, agents, contractors and invitees.

21.2 Where force majeure prevents the Hirer from meeting obligations, the agreement continues to apply and the risk of frustration is borne by the Hirer, subject to the Council cancellation provisions in clause 2.

21.3 Council may terminate the hire by written notice if the Hirer materially breaches these conditions.

22. Applications, disputes and acceptance

22.1 Council may refuse an application that conflicts with venue programming or strategic direction, risks Council's financial position or reputation, is discriminatory, or presents an unmanageable safety risk.

22.2 Disputes under these conditions will be referred to Council's Manager Economic Development for resolution in accordance with Council's venue hire conditions.

22.3 By signing the hire agreement, the Hirer accepts the approved use, dates, facilities, fees and these terms and conditions and confirms that the information provided is true and correct.