

## BOOKING FORM

PLEASE NOTE this application is designed to cover a wide variety of hire activity in the venue. Some areas may not be relevant to the particular hire activity you propose. It is important to note that the information contained in this application enables Legs on the Wall to service your hire needs and ensure the venue is operated in a safe manner. Any final details will need to be provided 7 days prior to the hire period should your booking being confirmed.

### HIRER DETAILS

HIRE COMPANY INFORMATION			
COMPANY NAME			
BILLING ADDRESS			
WEB ADDRESS			
COMPANY ABN			
COMPANY TYPE (please tick option that applies to hire company)			
<input type="checkbox"/> For Profit	<input type="checkbox"/> Non –Profit > \$1.3million turnover	<input type="checkbox"/> Non–Profit < \$1.3million turnover	<input type="checkbox"/> Canal Road Resident Company
EVENT / ACTIVITY MANAGER CONTACT DETAILS			
NAME			
EMAIL			
PHONE	OFFICE:	MOBILE:	
ACCOUNTS / ADMIN CONTACT DETAILS ( if different to event / activity manager)			
NAME			
EMAIL			
PHONE	OFFICE:	MOBILE:	
PRODUCTION CONTACT DETAILS ( if different to event / activity manager)			
NAME			
EMAIL			
PHONE	OFFICE:	MOBILE:	
FIRST AID / SAFETY OFFICER CONTACT DETAILS ( if different to event / activity manager)			
NAME			
PHONE	OFFICE:	MOBILE:	

## BOOKING DETAILS

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### SPACES REQUIRED

Red Box       Outdoor area       Storage Area       Meeting Room       Foyer

### ACCESS TIMES REQUIRED

SPACE	DATE	BUMP IN	EVENT	BUMP OUT

**Multiple weeks:** Number of Weeks ..... Start date ...../...../...../ End date ...../...../...../

## EVENT DETAILS

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<b>EXPECTED ATTENDENCE</b>	
<b>DESCRIPTION OF EVENT / ACTIVITIES</b>	

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**OTHER REQUIREMENTS****(TICK AS REQUIRED)**

- Hourly Venue Hire** (use beyond 12hr hire / part day hire)  
Date Required:.....  
Hours Required:.....
  
- Venue Manager** (billed per/hr for use beyond 12hrs or min 3hr call for part day hires)  
Date Required:.....  
Hours Required:.....
  
- External Area Hire** ( outside of red box hire)  
Date Required:.....  
Hours Required:.....
  
- House Rigger** (min 3hr call)  
Date Required:.....  
Hours Required:.....
  
- Snorkel Operator** (min 3hr call)  
Date Required:.....  
Hours Required:.....
  
- Security** (min 3hr call)  
Date Required:.....  
Hours Required:.....
  
- Sound System** (12 channel mixer / 4 x 300watt self powered speakers / dual Denon CD playback units)
  
- Waste Removal Service**

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## VENUE HIRE TERMS AND CONDITIONS

All venue hirers must read / understand and agree to the following terms and conditions;

### DEFINITIONS

“**The Venue**”- is defined as the hired spaces including the Red Box , external areas, meeting room and any other space operated by Legs on the Wall incorporated, the head licensee of the 91 Canal Road Lilyfield premises.

“**LOTW**”- means Legs on the Wall incorporated

“**Hirer**” - the entity, the employees, agents, or contractors of the party hiring the venue facilities.

“**Hire activity**”- any commercial or non-commercial activity requiring temporary access to and use of the venue facilities 91 Canal Road Lilyfield.

### BOOKINGS

#### Tentative Bookings

Tentative or “pencil bookings” will be accepted up to 3 months prior to the venue hire date. All tentative bookings will require written confirmation and deposit payment **60 days** prior to the hire date of the venue. No Tentative Bookings will be accepted less than **60 days** out from the venue hire date proposed.

#### Bookings Deposit

All venue hire will incur a Booking Deposit unless otherwise agreed with LOTW. The Booking Deposit is **25% of the total venue hire fee**. This deposit will be due within 30 days of making a tentative booking. Payment of this deposit is required to confirm the booking.

#### Confirmation of Bookings

Confirmation of Bookings must be made by the hirer in writing together with the requested booking deposit within **30 days** of making the tentative booking. With Bookings made **60 days** or less prior to the hire date the written confirmation and deposit must be made within **48 Hours**. Otherwise LOTW management reserves the right to cancel the booking and allocate the venue to another client.

#### Event Details

The Completed “venue booking application form” is required in order to register a booking. We request the following information at least 14 days prior to the venue hire date. Copies of certificate of currency for public liability insurance; a production schedule/ itinerary and special venue set up requests.

#### Cancellation/ Postponement by the Hirer

In the event that the confirmed booking must be cancelled/ postponed in entirety, the following conditions will apply:

All cancellations and postponements must be confirmed to the LOTW Venue & Operations Manager in writing.

**Notice of 90 - 61 days: -RED BOX** – providing the space is subsequently re-hired, at similar terms, a cancellation fee will not be incurred and your deposit will be refunded. In the case where the venue is not rehired to another party the deposit will be retained.

**All other spaces for hire-** No cancellation fee will be incurred and the booking deposit will be refunded in full.

#### Notice of 30 – 60 days: -

**All Spaces-** a cancellation fee equal to 25% of the total venue hire fee will be incurred, unless the space is subsequently rehired on similarly favourable terms.

#### Notice of less than 30 Days: -

**All Spaces** - a cancellation fee of 50% of the total hire fee will be incurred and the booking deposit retained. Further, in the event of any other venue services having been booked by LOTW for the Hirer, the full charge for these services may be incurred.

**Notice less than 48 Hours: - All Spaces hired** – A cancellation fee of 100% of the total venue hire fee will be incurred and the booking deposit retained.

### FEES & PAYMENTS

#### Surcharges

In the event the hirer requires the attendance of LOTW staff for access, equipment use, security access etc. outside of normal business hours of 8am – 6pm a surcharge fee of \$50/hr may apply. This surcharge can be applied at the discretion of LOTW management and will be notified in writing to the Hirer prior to the hire date.

#### **Payment for Hire**

Full payment of all venue hire fees is required no later than 48 hours prior to the hire period. Any outstanding balance for additional venue services is payable at conclusion of the hire period. All payments can be made by cheque or electronic funds transfer. All approved credit arrangements require full payment within 14 days of the venue hire date.

#### **Overtime**

If the hirer exceeds the agreed venue hire period additional venue hire fees will be applicable on a pro rata hourly basis. Also any additional staff time or LOTW contracted services will be charged on a pro rata hourly basis.

#### **Bond**

Any Hirer not a tenant of LOTW, must lodge a \$500 Bond with LOTW prior to use of any venue space. This Bond is formulated and at the discretion of LOTW Staff. The purpose of the Bond is to provide security to LOTW for the performance by the Hirer of its obligations under these terms and conditions. The Hirer agrees that the Bond may be applied to repair works, non payment of Hire fees, cancellation fees to meet the obligations laid out in these terms and conditions to the satisfaction of LOTW management.

#### **Price Variations**

Every endeavour is made to maintain prices as printed but they are subject to change without notice.

#### **GST**

GST means any tax calculated by reference to the value of goods and services provided, calculated and levied at the point of sale or supply of the goods or supply of services and the “GST Act” means the Act of Parliament resulting from the A New Tax System (Goods and Services Tax) Act 1999.

Except where express provision is made to the contrary, and subject to this clause, any amount that may be payable under the Agreement is exclusive of any GST. If LOTW makes a Taxable Supply in connection with this agreement for a Consideration which represents its Value, then the Hirer must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

LOTW may vary the amounts payable under this agreement to reasonably reflect the effect of the net financial impact of the GST and the associated taxation reform (but not changes to income tax) on the cost of providing any Taxable Supply under this Agreement. The net financial impact must be calculated on the basis of and be limited to:

- a. any and all increases in costs to LOTW of performing its obligations under this Agreement arising from the GST and payable by LOTW
- b. any and all reduction in costs (or other financial benefit) to LOTW arising from the introduction of the GST and any associated reform including such reduction or benefit arising from any changes in financial institutions duty, debits tax and any other changes to taxes, imports or costs associated with the introduction of a GST and any associated tax reform but not changes to income tax.

#### **Damage**

The Hirer is financially liable for any damage sustained to the property of the Venue or any other property in the Venue which is not owned by the Venue whether caused by the Hirer’s own actions, or by its employees, agents, servants, sub-contractors, participants, performers, artists or guests. Under no circumstances is anything to be screwed, nailed, stapled or adhered to walls, ceilings, floors, doors or other surfaces which are or could reasonably be considered a part of the Venue. The Hirer is also financially liable for any damage or theft that may occur to their property brought into the Venue.

The Hirer must promptly report any damage to the venue to LOTW.

#### **CONTRACTORS & SERVICES**

##### **Contractors and Sub-Contractors**

Appointed by the client or by the Venue on behalf of the client, must at all times abide by instructions given by LOTW staff. All contractors, contact details, company information and public liability insurance certificate of currency must be provided to the LOTW venue together with the event details 14 Days prior to the hire date. As an absolute last measure, this information must be received prior to hirer taking possession of the hired space.

##### **Cleaning**

If the facility is left in an unacceptable condition (including any damage) the hirer may be billed for the cost of cleaning and /or repairs. It is the hirer's responsibility to ensure all crockery, glassware and cutlery is washed and returned to the kitchen area.

### **Waste Management**

Waste management is also the responsibility of the hirer for all waste generated by the hire activity. A waste management system employing recycling principle is in place in the venue and the hirer agrees to dispose of waste in accordance with this system. Large scale event hirers will need to provide a detailed waste management plan identifying how waste from the hire activity will be disposed of responsibly.

### **Delivery & Storage of Goods**

In regards to the Hirer, delivery of goods will only be accepted by LOTW one working day prior to the hire dates and stored for collection for a two working days after the hire dates. LOTW takes no responsibility for any items outside these times and reserves the right to dispose of such items.

### **Parking**

Limited parking is available with the hire of the venue. A total of 30 car spaces are available on the venue site. There is no official allocation to hirers of the venue. The site has a large area of non-official parking and loading areas.

### **Catering/ Consumables**

The hirer will need to arrange any catered meals or drink service.

The venue has limited glassware, crockery and cutlery available. Hirers are advised to supply their own catering equipment if their bookings exceed 10 Persons.

A list of recommended caterers can be provided upon request. Caterers can access the venue outside normal business hours of 9am – 5pm only with the agreement of LOTW. The hirer acknowledges that access outside these times may incur additional venue service fees.

Alcohol cannot be consumed in the venue without prior agreement by LOTW. The Hirer may not sell alcohol, beverages or food without relevant authorities approval ie Place of Public Entertainment licence from Leichhardt Council

### **Special needs**

There is designated accessible parking and disabled toilet/ shower facilities accessible to all areas of the venue.

### **Amenities**

All tenants and Hirers share these facilities. Exclusive use of the amenities is not possible unless the hirer provides appropriate alternative facilities.

The Hirer agrees these facilities will be left in clean and working order at all times. The Hirer agrees any additional costs associated with cleaning of these facilities post the hire period will be met by the hirer.

### **Kitchen**

The Kitchen facility is available to hirers as part of the Hire. This Kitchen equipped with, refrigerator/ freezer, microwave, kettle, toaster, sandwich maker. Very limited supply of glassware, crockery and cutlery is available to the hirer. Cleaning of the kitchen if used by the hirer is the responsibility of the hirer. The Hirer agrees any additional costs associated with cleaning of these facilities post the hire period will be met by the hirer.

## **SAFETY & SECURITY**

### **Occupational Health and Safety**

The Hirer will in its use of the venue, the use of any equipment on or brought into the venue, in the use of staff employed by LOTW and in the engagement and employment of its own staff, and in all other respects comply at all times with the Occupational Health and Safety Act 2000, NSW and any regulations under that Act.

You may be asked for Event specific OH&S documents. These may include a detailed risk assessment, a medical and security brief, Engineering sign-off on structures etc. The Legs On The Wall Operations Manager will request documents relevant to your Event once we have an understanding of the hazards associated with your event.

As the Venue Hirer it is your responsibility to ensure that these items have been dealt with and any requested documents are forwarded to the Legs On the Wall Operations Manager no later than 5 working days prior to the Event.

### **Electrical safety**

All electrical equipment brought on site must carry a valid test and tag

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### **Access & Keys**

LOTW will provide the hirer with a set of keys and a temporary security alarm code if access is required outside of normal business hours (9am-5pm). An employee or agent of the hirer will sign for possession of these keys and accepts sole responsibility for their operation during the hire period. This individual also agrees to ensure the safe return of the keys to LOTW at the completion of the hire period.

The Hirer agrees not to allow use of these keys by any other individual, agent or contractor. Should these keys be lost or security codes breached the hire accepts responsibility for all costs associated with key replacement and security reprogramming.

### **Safety & Fire Regulations**

Floor Plans of intended layouts events/ productions proposed by clients or their contractors must be submitted and agreed upon by LOTW, a minimum of 7 days prior to the commencement of the hire. The Hirer covenants and warrants that its employees, agents and sub- contractors will comply with all emergency procedures and Safety & Fire regulations. LOTW will not be liable for any damages whatsoever related to the hire should the hire activity schedule be delayed or postponed due to a decision of LOTW not to allow the layout due to its reasonable concern that the layout does not comply with all Safety & Fire standards procedures.

### **Emergency Evacuation Procedures**

A Copy of the emergency evacuation procedures is attached with this information. The hirer acknowledges that they will make all parties associated with the hire activity aware of these procedures and will act in accordance with those procedures, including any direction by LOTW staff in regards to evacuation of the venue.

Hirers must arrange their own security and insurance including public, personal and product liability insurance. A minimum of \$10 million public and products liability insurance is required by the hirer to hire the venue. A copy of the certificate of currency is to be provided to LOTW by the Hirer prior to occupation of the venue. The Hirer must also ensure that it holds workers' compensation insurance in accordance with applicable regulatory requirements.

### **LIABILITY AND INDEMNITIES**

#### **Copyright & Performing Rights**

The Hirer must pay all costs arising out of the use in connection with the Hire activity of any material, equipment or devices which are protected by copyright or which are otherwise protected by law. The Hirer must not breach any copyright, performing right or other protected right in its conduct of the Hire activity. The Licensee agrees to indemnify and keep indemnified LOTW from and against all actions, claims, demands, losses, damages, costs and expenses arising from or incurred directly or indirectly by reasons of infringement or alleged infringement of copyright or other protected right, or any act, default or omission by the Hirer, agents or other persons connected with the Hire.

#### **Liability**

To the extent permitted by law, LOTW excludes all liability to the Hirer for any direct or indirect damages, losses, costs, expenses, claims (including third party claims, claims in respect of loss of revenue or profit or claims for special, punitive or consequential damages), demands, proceedings or liability suffered or incurred by the Hirer arising in any way from or as a consequence of any breach, unlawful act and/or grossly negligent act or omission of LOTW, its officers, employees or agents in performing this agreement.

Where liability under this agreement cannot by law be excluded, LOTW's liability to the Hirer in respect of any breach of this agreement is limited to an obligation to allow the Hirer to re-book the venue for the same period at a later date or, if preferred by the Hirer, to a refund of the venue hire fees.

#### **Indemnity**

It is a requirement that promoters / producers / Red Box hirers (hereafter referred to as the Hirer) using the Red Box and surrounding areas on the property of 91 Canal Road Lilyfield NSW 2040 (hereafter referred to as the Venue) carry

adequate insurance. Legs On the Wall's (hereafter referred to as LOTW) insurance **does not cover** the activities of hirers of the Venue. The Hirer must have a minimum of \$10 million Public and Products liability insurance to hire the venue. A "certificate of currency" of this insurance should be supplied with this booking application. This should be obtained from your insurer. The Hire activity should be clearly covered in the business description of the hirer.

## **INDEMNITY**

The Hirer will indemnify LOTW and its contractors, agents, and employees from and against all actions, claims, demands, notices, losses, damages, costs and expenses for which LOTW and its contractors, agents, and employees shall or may be or become liable in respect of or arising from any of the following:

- a) any misuse by the Hirer or its participants, sub-contractors, contractors, agents and licensees of the water, gas, waste service, electricity, lighting and others services and facilities of the property.
- b) any loss or damage to the property or death or injury whatsoever nature or kind and howsoever or whatever sustained caused or contributed to by the Hirers use and occupation of the venue
- c) any notice claim or demand to pay / do or perform any act matter or thing as a result of the Hirers activities in the Venue
- d)

The Hirer indemnifies LOTW, its employees, servants, officers and agents ("*Indemnified Persons*") against all loss, damage, consequential loss and damage, claims (including third party claims), demands, proceedings and actions which an Indemnified Person may suffer or incur, in respect of or arising directly or indirectly out of:

1. any act, default or omission on the part of the Hirer, its employees, servants, sub-contractors, agents, performers, participants and artists; and
2. any act, default or omission on the part of LOTW, its employees, servants, sub-contractors when acting under the direction or control of the Hirer; and
3. any accident, damage or injury to the venue (other than fair wear and tear); any loss of property from the venue; and any accident, damage or injury to any person or to the property of any person suffered in or about the venue, where such accident, damage or injury or loss arose from or in connection with the use of the venue by the Hirer or its employees, servants, sub-contractors, agents, performers, participants or artists.

Under no circumstances is LOTW liable for any consequential loss suffered by the Hirer, however caused.

## **INSURANCE**

### **Equipment**

The Hirer is responsible for any insurances required for their and all its participants, sub-contractors, contractors, agents and licensees equipment, goods and merchandise brought on to the Venue.

### **Public and Products Liability**

Prior to the Hirer being provided entry to or use of the Venue the Hirer shall effect and maintain a Public and Products Liability policy with an insurer and terms acceptable to LOTW covering all activities of the Hirer in the Venue. The policy shall provide cover of no less than (AUS)\$20,000,000 any one occurrence, in the aggregate for products liability and unlimited in the aggregate for public liability. The Hirer shall ensure that all its participants, contractors and sub-contractors are similarly insured. The effecting of insurance shall not limit the liabilities or obligations of the Hirer as required under this agreement.

### **Workers Compensation**

The Hirer warrants that all staff employed by the Hirer, and all its participants, sub-contractors, contractors, agents and licensees will at all times be covered by applicable Workers' Compensation Insurance or Personal Accident insurance for volunteers.

The Hirer must ensure that volunteer workers associated with the event will be covered by an appropriate insurance policy that includes personal accident cover for at least:

1. (AUS) \$ 200,000 death and capital benefits; and
2. (AUS) \$ 1,500 per week, weekly benefits for a maximum of 104 weeks

### **Proof Of Insurance**

Prior to the Hirer being provided entry to / or use of the Venue, the Hirer shall provide LOTW with:

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1. A Public and Products Liability Certificate of Currency issued by the Insurer (not a broker) which includes a business description that covers all activities of the Hirer.
  2. A Workers Compensation Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

The Hirer must not knowingly do or permit anything to be done at the Venue which may result in a policy of insurance relating to the Venue or its use or occupation becoming void or voidable or the premium rate being increased.

#### **MISCELLANEOUS**

##### **Assignment**

The Hirer may not assign its rights under this agreement to any other person.

##### **Governing Laws**

These conditions shall be construed in accordance with the laws of the State of NSW and any dispute or court proceedings must be heard in the State of New South Wales

## VENUE BOOKING AGREEMENT

### ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned acknowledges they have read, understood and accept these terms and conditions for hiring the venue facilities at 91 Canal Road, Lilyfield and are authorised to sign this agreement on behalf of the Hirer.

Print Name .....

Hirer Organisation .....

Signed .....

Date .....

Witness name .....

Witness signature .....

Date .....

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### PROOF OF INSURANCE:

1. Public and Products Liability
2. Workers Compensation

This documentation is:  Attached

Previously provided in the last 6 months, and still current

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### ADDITIONAL INFORMATION: ( as appropriate or requested)

Production Schedule

Drawing / Plan of activity in space

Rigging Plan

Dangerous Material Management Plan

Waste Management Plan