



# Terms & conditions

Paddington Town Hall, Paddington

**City of Sydney Venue Management**

Update April 2024

**CITY OF SYDNEY**



## 1.0. Venue hiring charges

The Hirer will pay to the City the amounts set out in Schedule One for the hire of the Venue. The Hirer is aware of the amounts of all hiring fees and charges for other services and facilities associated with the use of the Venue.

The Hirer acknowledges that if an application for reduced rate has been rejected or not fully granted, the Hirer must pay the standard rate for the venue hire.

If the Hirer proposes to use the Venue for live performances or any event that involves loud music or noise, the City may be required to hire part of the Chauvel Cinema. In such cases, the Hirer must pay any costs incurred by the City as a result of the Hirer's use of the Venue. The need to hire Chauvel Cinema will be discussed with the Hirer prior to the City entering into any hire agreement with Chauvel Cinema. However, the hiring of Chauvel Cinema will be at the City's sole discretion.

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## 1.1. Deposit

The Hirer will, within 14 days of making a tentative booking, pay as a deposit 25% of the total amount payable (10% as Booking Fee and 15% as Hiring Fee), which will be applied as set out in Clause 1.8. If the deposit is not received by this date, the City may cancel the tentative booking and hire the venue to another Hirer.

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## 1.2. Balance

### A. Venue hire invoice

The venue hire balance must be made at least 8 weeks prior to the start date of the event.

### B. Pre-event invoice

The pre-event balance for additional items must be made 2 weeks prior to the start date of the event.

If the payment in full is not received by these dates, the City may cancel the booking and hire the venue to another client.

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## 1.3. Changes to requirements

Any changes requested by the Hirer within 72 hours before the hiring, may incur an additional fee as specified in the schedule of additional services and charges. The City may require this fee be paid prior to event commencement.

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## 1.4. Bond

The City may require a Security Bond. The Security Bond will be refunded if the Venue is left in a satisfactory condition. If any additional charges (e.g. cleaning or repairs) are incurred either before, during or after the event, these costs will be deducted by the City from the Security Bond.

## 1.5. Damages

The Hirer must not damage the Venue, or any equipment or facilities provided by the City. If damage is caused, then the City may deduct the cost of repairs, and any loss of income during the repair period, from the Security Bond. If the amounts involved are greater than the Security Bond, then the City may recover any shortfall from the Hirer as a debt due and owing.

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## 1.6. Insurance

The Hirer must provide a Certificate of Currency for \$10 million public liability insurance with an insurer acceptable to the City, and noting the City of Sydney as an interested party.

The Certificate of Currency must be submitted for approval upon confirmation of event. The insured name will appear on the Schedule One Agreement. Any changes after the agreement is signed will incur administration fees.

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## 1.7. Late conclusion

If an event finishes after the time specified in the Schedule, the Hirer must pay to the City the applicable hourly rate or bump out rate as per the Hirer's contract. If the load out is not complete by midnight, the hirer will be required to hire the venue for a half day load out the following morning, based on availability.

If any additional personnel have been booked for the event, additional charges will also apply.

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## 1.8. Cancellations

### A. Cancellation by client

The 25% confirmation deposit is made up of two elements – a 10% Booking Fee and 15% Hiring Fee. If the Hirer cancels the booking more than 90 days prior to event commencement, the City will retain the 25% Deposit as a cancellation fee.

Should a confirmed event cancel within 90 days prior to event commencement, the full room hire amount as specified in Schedule 1 is payable.

The 15% Hiring Fee will be refunded to the Hirer but only if another party books the Venue for the same period as the cancelled booking. The 10% Booking Fee will be retained to cover administration costs in any event.

### B. Cancellation by council

The City may at any time before the function, cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. If the City cancels the hire pursuant to this clause 1.8B, all monies paid will be returned to the Hirer. The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

### C. Termination for breach

If, at any time, the Hirer is in breach of a material term of these conditions, the City may, in the City's absolute discretion cancel the hire of the Venue by giving written notice of such

cancellation to the Hirer. Should the hire of the venue be cancelled pursuant to this clause 1.8C, the full room hire amount specified in Schedule 1 shall be payable by the Hirer.

**D. Force majeure**

If the Hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.

The term “force majeure” means an act of God, a strike, lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

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## 1.9. Access to the venue

The City retains the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing of doors and the admission of the public (including the right to refuse admission to any person or persons).

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## 1.10. Site inspections

During load in, rehearsal and load out period of an event, site inspections may be conducted by a member of our Venue Management unit. Any objections must be notified in writing up to 4 weeks prior to the event.

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## 1.11. Room capacities

Maximum number of persons permitted in Paddington Town Hall venues.

	THEATRE	RECEPTION	BANQUET
Foyer Bar	612	220	N/A
Stapleton Hall	550*	750	500

The City reserves the right to decrease venue capacity pending the nature and scope of particular events and any other circumstances that may apply at the time.

The Hirer must not issue tickets for more than these maximum numbers.

\*500 chairs are available through Venue Management. If the additional 50 is required for final numbers the hirer must externally hirer.

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## 1.12. Tickets

The issue of all tickets of admission are subject to the direction of the City.

**Ticketing agencies:**

The Hirer must ensure that the City approves any proposed event floor plan before it is made available for public sale via ticketing agencies (including private agencies Ticketek or

Ticketmaster). Without prejudice to any other rights under this agreement, the City will instruct both the Hirer and the relevant ticketing agency to stop selling tickets if floor plans were not approved by the City, in which case ticket sales must not resume until such time as a floor plan has been approved by the City.

The Hirer must authorise ticketing agencies to make available to the City, whenever requested, information regarding ticket sales.

The Hirer must ensure that the City receives regular reports regarding ticket sales. The reports must be submitted to the City on a weekly basis from ticket sale commencement. The City reserves the right to liaise with ticketing agencies directly to obtain this information.

Breach by the Hirer or its agents of the requirements of this clause will entitle the City to cancel the booking pursuant to clause 1.8C

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### 1.13. Box office

The Hirer must open the box office for ticket sales and collections a minimum of one hour before each event.

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### 1.14. Crowd control for events

#### Minimum number

The Hirer must provide security approved by the City at the Hirer's cost. Minimum crowd control staffing numbers required by the City are listed below:

Less than 200 guests	1
201 – 400 guests	2
401 – 600 guests	3
600 guests or more	4

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### 1.15. Copyright

The Hirer must not infringe or allow others to infringe any copyright, performing right or other protected right involved in any performance or use of the venue.

The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the performance of any works to be performed.

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### 1.16. Photography, broadcasting and television recording

The Hirer must inform the City in writing of any intention to photograph, broadcast, televise or record any activity within the Paddington Town Hall.

The Hirer must pay all fees and costs resulting from such activities, and must include in any photography, television or broadcast such material and information that may be required by the Council.

The City may take photographs, recordings, and footage of the event or exhibition for the City purposes (including promotional, marketing, archival purposes and annual reports).

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## 1.17. Additional facilities, equipment and services

The City may allow the Hirer to use additional equipment and services not provided by the City. Any facilities, equipment and services must be operated and maintained in accordance with any written or verbal direction given by the City officers from time to time.

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## 1.18. Additions or alterations

The Hirer will not, unless approved by the City in writing, make any addition or alterations to the structure, facilities, goods, equipment or decoration of the venue.

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## 1.19. Departure from the venue

The Hirer shall leave the venue, its facilities and equipment in a clean, safe and proper condition as at the commencement of the hiring, to the satisfaction of the City, and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the City. The City shall not have any liability in respect of loss of or damage caused to goods left in the venue.

Please note that bump out for all events must conclude no later than midnight. If additional bump out is required, the client is required to advise of this information at the time of their production meeting.

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## 1.20. No smoking, candles, flammable liquids or substances

Smoking is not permitted within the venue. The Hirer must not bring into or use in, or permit to be brought into or used in, the venue or any other part of the building any flame (including candles), explosive, fuel, flammable liquid or substance or helium balloons.

Venue Management must approve the use of (water based only) smoke machines or hazer prior to the hire period. Arrangements for the isolation of smoke detectors/alarms will be organised by Venue Management and all associated costs will be passed on to the Hirer.

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## 1.21. Catering

As Paddington Town Hall is not a licensed venue, an appropriate liquor licence is required to serve/sell alcohol in a Venue. The responsibility to ensure that an appropriate licence has been obtained for the appropriate delivery, storage and service of alcohol during events held in the Venue, rests at all times with the Hirer.

## 1.22. Advertising and signage

The hirer must comply with Council's standards of Signage and Promotion. Details of these standards are outlined under the Paddington Town Hall Venue Specifications – Signage and Promotion.

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## 1.23. Presentation standards

The City may require the Hirer to remove any material (including cartons, boxes, and hand written signs and display materials) which is detrimental to the Venue's presentation standards. The Hirer must comply immediately with any such request.

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## 1.24. Venue officers

Uniformed Venue Officers of the City may be present at every function.

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## 1.25. Right of entry

The City's authorised staff may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct them or any member of the police force, fire brigade, ambulance service or any other emergency service, from entering the Venue.

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## 1.26. Lost property

Only staff of the City may enter, examine and search the Venue for lost property after the termination of the hire. Any property on being found will be registered and disposed of in accordance with the City guidelines.

All lost and found items at Paddington Town Hall and will be held for up to 4 weeks in a secure storage area. Property not claimed within four weeks by the owner will be disposed of.

For any lost property enquiries, please call our Venue Management team on 02 9265 9282.

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## 1.27. Regulations

The Hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.

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## 1.28. Use of dangerous goods

The Hirer must not bring or permit others to bring any dangerous goods or weapons into Paddington Town Hall, without the express written consent of the City.

## 1.29. Hirers employees and agents

All persons engaged or employed by the Hirer in connection with the Venue hiring must comply with the provisions of this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his or her agents, employees and contractors to observe and comply with these provisions. The Hirer must ensure that all agents, employees and contractors are familiar with the requirements of any applicable occupational health and safety legislation.

All Hirers and their agents, employees and contractors must comply with the City's Work Health & Safety policy while on the City's premises.

A copy of the WHS policy can be obtained from the City's website: [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au). A copy can also be provided by Venue Management.

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## 1.30. Prohibition of assignment

This Agreement is personal. The Hirer cannot transfer, assign, sub-let or sub-hire his or her rights under this agreement.

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## 1.31. Indemnity

The Hirer will indemnify and keep the City indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the City by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the City's premises except to the extent that such loss, injury or damage is caused by the negligence of the City, its servants and agents.

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## 1.32. Waiver

The provisions of this Agreement can only be varied or waived in writing.

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## 1.33. Interest

The City may require the Hirer to pay interest on all monies outstanding to the City for any period in excess of thirty (30) days after the same becomes due for payment, at the interest rate determined by the City to be payable on overdue rates.

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## 1.34. Price rise

The Hirer acknowledges that all charges have been calculated in accordance with the fees for the financial year. If the venue is booked for an event after 30 June, the amount payable for that function may be increased by the City to reflect the current changes and prices at the time of the function.



## 1.35. Serving of notices

Any notice will be given to the parties at the address set out in Schedule One.

# 2.0. Execution

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## 2.1. Acknowledgement

The I acknowledge I have been provided a copy of the Terms and Conditions of Hire and Additional Services & Charges and that I have read, understand and agree to abide by those conditions.

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## 2.2. Execution by hirer

**Executed** as an agreement.

**Signed for and on behalf of THE HIRER** by its duly authorised officer in the presence of:

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Signature of witness:

*Electronic signature of:*

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Name of witness (printed):

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Date signed:

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Signature of authorised officer:

*Electronic signature of:*

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Name of Authorised Officer:

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Title of authorised officer:

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Date Signed:

*Affixed by me on:*

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## 2.3. Execution by the City

**Signed for and on behalf of THE COUNCIL OF THE CITY OF SYDNEY** (ABN 22 636 550 790) by its duly authorised officer in the presence of:

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Signature of witness:

*Electronic signature of:*

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Signature of authorised officer:

*Electronic signature of:*

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Terms & conditions

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Name of witness (printed):

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Name of Authorised Officer:

**Manager, Venue Management**

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Date signed:

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Title of authorised officer:

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Date Signed:

*Affixed by me on:*

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*

