



ACT
Government

ACT
HISTORIC
PLACES

VENUE HIRE AND EVENT AGREEMENT

Hirers: After reading this document, please complete pages 1 and 10.

PARTIES

Name	AUSTRALIAN CAPITAL TERRITORY , the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) (Lessor) represented by the Cultural Facilities Corporation (ACT Historic Places).
Short Form Name	Territory
Notice Details	ACT Historic Places PO Box 6088, Conder ACT 2906 Phone: 02 6237 6500 Email: Lanyon.homestead@act.gov.au Contact Officer: Senior Visitor Services Officer, ACT Historic Places
Name	Your name here
Short Form Name	Hirer
Notice Details	Address: Phone: Email: Contact Officer: After Hours Contact Number:

BACKGROUND

The Cultural Facilities Corporation administers Lanyon Historic Precinct (Designated Location).

The CFC agrees to give the Hirer use of the Designated Location for all Approved Activities on it either requiring exclusive use (isolation from general public use) or use of a commercial nature on the terms set out in this Agreement.

DETAILS

Agreement Number	TRIM # (OFFICE USE ONLY)
Access	Lanyon Homestead Precinct
Approved Activity	
Bond	\$0
Commencement Date	
Further Term	N/A
Hours and Dates of Use	
Designated Location	Lanyon Historic Precinct
Hire Area	
Fees	
Purpose	
Term	
Special Conditions	

Lanyon Homestead | Conditions of Hire

Lanyon Homestead is located on Ngunnawal land and within a heritage-listed precinct. Please read these Conditions of Hire before completing the Booking Form and signing the Agreement.

Hirers are to enter into an agreement with the ACT Government and are bound by the following conditions. Hirers should read them carefully before signing the Agreement to Hire, the 'Agreement'.

PERMISSION OF USE

The ACT Government has total discretion to accept or decline any application. The Hirer will not provide false or misleading information or omit to provide information that will result in the application being false or misleading. Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of a booking. The Hirer should not use the venue for any purpose other than that specified within the 'Agreement'. It is the responsibility of the Hirer to see that their guests adhere to these conditions.

Where functions are attended by persons under the age of 18 years, the Hirer will be the person responsible for actively supervising the function. The person completing the booking form is subject to these terms and conditions. The hiring may not be assigned or transferred to any other person, persons or organisation without prior written permission of the ACT Government. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times.

Tents or marquees may not be erected without the written permission of the ACT Government.

No animals except service dogs may be admitted to the venue except with prior arrangement.

BOOKING CONFIRMATION AND DEPOSIT

- Do not submit the Booking Form until a tentative booking has been arranged.
- Tentative bookings will be held for 14 days, after which time the tentative booking will be cancelled. A tentative booking can be made by phone on 02 6237 6500 or by emailing lanyon.homestead@act.gov.au.
- Your deposit must be paid together with a completed ACT Historic Places Booking Form within 14 days of your tentative booking.
- An event run sheet is required no less than two weeks before the event for both weddings and functions.
- Final guest numbers must be confirmed no less than four weeks prior to your event, however we understand that situations can change, and therefore we can allow up to 5% change either way, until 48 hours prior to your event. Any increases (up to 5%) in guest numbers that affect catering charges must be paid within one week of your event.

PAYMENT SCHEDULE

- **Confirmation of Booking** (within 14 days of tentative booking): \$100 or 20% (whichever is greater)
- **4 weeks before the event date:** The balance of the hire/function fee
- **If booking 8 weeks or less before the event date:** 100% of hire/function fee

PAYMENT METHOD

- Payment can be made by credit card, EFTPOS or electronic funds transfer after invoice. Cash facilities are not available.
- Total outstanding balances must be paid no later than eight (8) weeks prior to the booking date. Unless the final invoice is paid on time, the ACT Government reserves the right to cancel the booking. Access to the venue will not be provided until the balance is paid.

CANCELLATION

Please note that ACT Historic Places requires written notice of any cancellation or postponement. The following conditions will apply if you cancel your booking:

A cancellation fee applies in all scenarios once a booking form has been provided and deposit paid, plus:	\$100.00
Event cancelled 0 to 4 weeks before the event date;	100% of the original hire fee will be forfeited.
Event cancelled 4 to 6 weeks before the event date;	50% of the hire will be forfeited. Or transferred to new booking. A \$100 re-booking fee applies.
Event cancelled 6 to 8 weeks before the event date;	25% of the hire fee will be forfeited. Or transferred to new booking. A \$100 re-booking fee applies.
Event cancelled 8+ weeks before event date.	0% of the hire fee will be forfeited. Cancellation fee applies.

TERMINATION

- The ACT Government reserves the right to cancel bookings at any time. Hirers need to be aware that ACT Historic Places properties can be affected by severe weather conditions, bush fire warnings and ACT Health directions.
- If your booking is cancelled, all monies will be repaid and the ACT Government will not be liable to compensate the Hirer or any other entity for any losses which may be suffered.

CATERING, ALCOHOL AND LICENCES

- Function catering packages are arranged through The Barracks Café at additional cost. We do not allow external caterers to cater for weddings or functions; however, we do and will work with your own nominated representative in the event of catering for cultural or religious needs.

- There is no BYO alcohol to your wedding/function or onto the premises. Please notify your guests of this requirement. Any BYO alcohol brought to the venue will be secured for pick up at a later date.
- The consumption of alcoholic beverages is limited to within the licensed areas. Guests are not authorised to leave their event with an open bottle of alcohol. Consumption of such beverages in cars, driveways and other areas is a violation of the venue Conditions of Hire and therefore prohibited.
- Where alcohol/food is to be sold at a function, the Hirer must obtain the required Licence(s) for the event date(s) and shall supply the Booking Officer with a copy of the License(s) before the function.
- The Hirer consents to prohibiting the provision, sale or supply of any alcohol to those under the age of 18 at events within the venue. A letter of support towards your 'liquor permit' application can be supplied upon request.
- If food is to be sold at the venue, a food permit may be required. Please contact ACT Health – Health Protection Service to verify if any permits may be required.

WIDER PRECINCT AREA ACCESS

- Function guests are provided access to the hired area only and gender specific bathroom facilities (including an access toilet in each).
- The Lanyon Historic Precinct has a number of tenants and we kindly request that guests do not wander away from the hired area.
- The grounds and paddocks outside the hired area can be uneven and have animal burrows, which are not highly visible in the dark.

EVENING FUNCTIONS

- Alcohol service and louder music must cease at 9.30pm; after 9.30pm ambient music may be played.
- Events must cease by 10pm, with all guests to vacate the site by 10.30pm. Late fees and security charges will apply if this curfew is not adhered to.
- The main entry gates on Tharwa Drive are locked at 4.30pm daily – access in and out of the venue for after-hour events is via the Barracks Café staff. This is important to remember if you have guests coming for a late afternoon ceremony and leaving before an evening reception.

EQUIPMENT AND DECORATION

- Our standard supply of chairs for your ceremony is 32. Additional chairs may be hired through Barracks Café, our supply partners or other local hire companies.
- Your hired area will be set out in accordance with the agreed seating plan. Additional decorations are at hirer's expense.
- Other equipment and props may be hired by the client. However, a condition of any equipment being brought onsite is that is firstly discussed with and approved by ACT Historic Places. ACT Historic Places will not be liable for any loss, damage or theft of equipment. The Hirer is responsible for any damage to the site resulting from additional equipment being delivered,

collected or erected. Equipment must be picked up and offsite by 10am on the day following the event.

- Helium balloons are not permitted.
- All equipment brought in by the Hirer must have a current compliance tag.

CONFETTI

- Confetti and rice are not to be used in the gardens. Rose Petals (natural only) and bubbles are permitted. Some guests enjoy using a hole punch on Eucalyptus leaves as a very suitable alternative to confetti.

FIRE, SMOKING AND SAFETY

- Doors and fire services must be free of blockages and exit doors must not be locked. Travel paths throughout the venue must be kept cleared.
- Highly flammable materials are not permitted within the premises.
- No gas heaters, BBQs, lamps, fires, sparklers, open flames or use of fireworks is permitted either in the venue or its grounds or the surrounding public open space. Use of fireworks will result in immediate shut down of the event and the forfeit of all monies paid and possible prosecution.
- Cooking is not permitted unless approved as part of your Venue Hire and with the relevant Food Permits.
- Smoke machines, sparklers or other smoke producing item may not be used in the building or outside under any circumstances. Should any smoke detector or alarm be activated during your hire, additional charges may be incurred for the call out of the ACT Fire Brigade/ACT Government Staff Member.
- Lanyon Homestead is a non-smoking site, except for one designated smoking area. Smoking cigarettes, e-cigarettes or cigars is only allowed in that area, which our staff will show you. A safety ashtray is provided for your guests use, and we appreciate your assistance with ensuring that your guests do not smoke anywhere else on site.

PHOTOGRAPHY

- For outdoor photography, your wedding/function photographers must complete a site induction prior your event; this is a great opportunity for them to familiarise themselves with the location and plan their session. Photographers not inducted prior to the event will not be allowed to take photographs.

PARKING AND VEHICLES

- All vehicles must park in the dedicated visitor car parks. Disabled parking is available and should be arranged prior to the event.
- Vehicles must keep to the main access roads. Vehicle access to other areas of the venue is only permitted with prior written approval and will require staff supervision.

MUSIC AND ENTERTAINMENT

- ACT Historic Places staff and the Lanyon Barracks Café function supervisor have the right to reduce volume levels of music or to discontinue an event at their discretion.

- Acoustic music/musicians are the preferred entertainment.
- At Lanyon Homestead, iPod or DJ set-ups are permitted between the hours of 4pm and 9.30pm – restrictions apply.
- Music curfew is 9.30pm, whereupon ambient music at 80 decibels or lower is allowed until 10pm if in conjunction with the alcohol service.
- Hirers and guests must comply with directions of the proprietor of the Barracks Café.

ANIMALS AND WILDLIFE

- No domestic animals are permitted on site, except service dogs.

SET UP/PACK DOWN

- Set-up and pack-down is the responsibility of the Hirer and must be conducted within business opening hours of 10am to 4pm Tuesday to Sunday. Access arrangements for set-up and pack-down must be confirmed with ACT Historic Places. Pack down must take place before 10am the day after the wedding/event or by arrangement.
- No item or signage is allowed to be placed or attached on any building, structure or tree without permission from ACT Historic Places. No ACT Historic Places branding may be applied to promotional material without prior approval.
- Items for your venue hire can be dropped off in the week before your wedding or function. Please contact ACT Historic Places to discuss a suitable time for delivery. Note, we do not take responsibility for items left in our storage areas.
- For weddings, a rehearsal in real time the day before the event will determine your preferred layout of the registry table and chairs and give an opportunity to discuss final arrangements.

ASSET WORKS AND MAINTENANCE

- The ACT Government may, at times, be required to complete upgrades or maintenance work on the building and grounds. These works are sometimes known in advance. Where possible, the ACT Government will endeavour to provide adequate notice of any disruption to the Hirer. The Hirer agrees to the venue being taken on an 'as-is' basis on the event date.

SERVICE FAULTS

- The ACT Government accepts no liability to compensate the Hirer for any loss, which may be suffered through any failure in the appliances, lighting or other service in the venue. Without limiting the exclusion of liability, ACT Government will use its best endeavours to rectify any such failures as soon as possible after having been notified from the Hirer of the failure.

THEFT, DAMAGE AND MAKING GOOD ON DAMAGES

- ACT Government shall not be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article to the Hirer by reason of any such article being lost, damaged or stolen. The Hirer shall indemnify the ACT Government against any claim by any such person, firm or corporation in respect of such article or thing.
- In the event of damage occurring to any part of the venue property, furniture or equipment while it is being used, the Hirer agrees to pay the ACT Government the cost of making good the

damage (inclusive of fire equipment) and agrees to accept the decision of the ACT Government on the extent of any such damage and to whom the ACT Government engages to conduct the repairs. A management fee may apply for co-ordination of the repairs.

- The Hirer is required to leave the venue and grounds in the same condition and repair as at the commencement of the hire. If the venue and grounds are not left in the same condition or are damaged in any way whatsoever by the Hirer, guests or employees, the Hirer shall be liable to pay the cost of restoring the venue or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.

FIRST AID

- It is the responsibility of the Hirer to ensure the provision of adequate first aid is available during the period of hire.

SAFETY & EVACUATION

- Hirers and guests must comply with directions of the proprietor of the Barracks Café and ACT Historic Places staff.
- We do not provide an additional security guard for your events.
- In the event of unforeseen circumstances, such as fire, flood, inclement weather or other, you must follow ACT Historic Places or Barracks Café staff instructions. ACT Emergency Services are practised in attending our site.

RISK MANAGEMENT PLAN (RMP) AND SECURITY

High risk events may require the Hirer to engage an ACT Government approved Security Company. The ACT Government will advise if security arrangements are required as part of the risk management plan.

The Hirer shall provide a complete guest list no less than four (4) days prior to the hire date that will be supplied to the security contractor. High risk events may require payment of a bond. The value of the bond of high risk events shall be determined by the ACT Government.

The ACT Government will advise if a risk management plan will be required for an event. Examples may include but are not limited to large public events, or large events held outside normal business hours. This plan shall identify the potential risks that may arise from holding an event at the venue and lists the steps the Hirer will take to reduce or mitigate identified risks. The risk management plan will be reviewed and a decision made if the booking is to be accepted.

Where security has been engaged, the security contractor shall collect the keys at the event conclusion for return to the ACT Government. Where required, the security arrangements made by the ACT Government, on behalf of the Hirer, permit the security contractor to shut down the event for any one of, but not limited to, the below scenarios:

- in the event of attendees causing 'serious' damage to the building itself;
- if attendees instigate and/or become involved in, violence or other anti-social behaviour;

- if those under 18 years of age are being served or consuming alcohol;
- attendee number exceeds the capacity of the building or is beyond reasonable control of security.

ACT Government security contractors check the premises routinely. However, should it be necessary for them to take action due to late closure or noise levels on the premises or surrounds, this may forfeit the deposit bond held. Should security or any ACT Government staff member be required to attend the premises for any reason in relation to the function, a callout fee (payable by the Hirer) may be charged.

INDEMNITY AND INSURANCE

The ACT Government undertakes no responsibility for the property of any Hirer or other person. The Hirer shall indemnify and keep indemnified the ACT Government, represented through the ACT Government, its employees and agents against all actions, suits claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of or in connection with the use of the venue including legal costs of any such actions, suits, claims and demands, except to the extent that any death, personal injury, damage or loss of property or financial loss was caused by the negligent or unlawful act or default of the ACT Government.

Community, not-for-profit, government, corporate and commercial Hirers shall insure against all such liability in the sum of \$20,000,000 and shall provide evidence to the ACT Historic Places of the currency of such insurance before the commencement of the hire.

Contractors and suppliers engaged by the Hirer must maintain public liability and workers compensation insurance cover.

The Hirer is also responsible for taking out insurance to cover the costs associated with the cancelling or rescheduling of their event, including weddings.

DEPOSIT AND PAYMENTS

<p>Please note bookings will be held for 30 days only without payment.</p> <p>Deposit is required to secure booking date.</p>	
Total Fee Due	
Deposit	
Date Deposit Paid	
Payment Type	CHEQUE / CASH / CREDIT CARD / INVOICE BY NEGOTIATION
Remainder Due	
Payment Type	CHEQUE / CASH / CREDIT CARD / INVOICE BY NEGOTIATION
Date Remainder Paid	

CONFIRMATION AND ACCEPTANCE

<p>By Signing below, the Hirer acknowledges and agrees that they:</p> <ol style="list-style-type: none"> 1. Have read the terms and conditions of the ACT Historic Places Venue Hire Agreement 2. Agree to abide by the terms and conditions of the ACT Historic Places Venue Hire Agreement 3. Are aware of the cancellation policy outlined with the ACT Historic Places Venue Hire Agreement 	
Name of Hirer	
Signature of Hirer	
Date	

ADMIN USE ONLY

Booking Complete and Deposit Paid	
ACTHP Venue Hire Coordinator name	
Signature of Venue Hire Coordinator	
Date	

If returning booking form by postal mail, please send to PO Box 6088, Conder ACT 2906