Yarralumla Woolshed | Conditions of hire

Hirers are to enter into an agreement with ACT Property Group. Hirers are to be bound by the following conditions and should read them carefully before signing the Agreement of Hire on the Conditions of Hire. The Agreement of Hire on the Conditions of Hire must be signed and provided to ACT Property Group. Providing false or misleading information or violation of any condition may result in financial penalty and/or prosecution.

Permission to Use

The hirer should not use the building for any purpose other than that specified on the Agreement of Hire on the Conditions of Hire. It is the responsibility of the hirer to see that their guests understand and adhere to these conditions.

ACT Property Group has total discretion to accept or decline any application regarding the Yarralumla Woolshed. The hirer will not provide false or misleading information, or omit to provide information that will result in the application being false or misleading. Prosecution may occur if any information supplied is viewed to be misleading.

The hirer shall require all persons in Yarralumla Woolshed and grounds to behave in an orderly manner and comply with this agreement. The hirer will ensure that any person who fails to do so, leaves Yarralumla Woolshed and grounds.

Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of any booking.

Sub-letting of whole or part of the woolshed is not permitted.

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

No animals except “service dogs” may be admitted to the woolshed except with prior arrangement.

Refundable Security Bond

The bond is fully refundable subject to any damages, cleaning, overstay of hire period, theft, misuse or vandalism of property. There are no exceptions to payment of the bond.

The bond is held by ACT Property Group as a guarantee of compliance with the Conditions of Hire. Once the security pass/keys have been returned and full compliance with the Conditions of Hire has been confirmed, repayment of the bond will usually occur within four-six (4-6) weeks of the hire period. Bond return payments will be made by electronic funds transfer (EFT) or cheque.

After the event period, hirers are requested to provide the bank account name, bsb and account number or to whom the cheque is to be made out to. Any damage caused by the hirer may result in a deduction of the bond and be advised in writing. The hirer will be liable for all costs incurred for damages and repairs that exceed the amount of the bond. Should the conditions not be complied with, the bond or part thereof may be forfeited. The bond will be held by ACT Property Group until any dispute (if any should arise) has been resolved.

ACT Property Group reserves the right to retain the bond, in full (or in part) to cover or be deducted from make good repairs or cancellation penalties.
Payment Method
Payment can be made by credit card; electronic funds transfer (EFT) or cheque. Cheques are to be made payable to: ACT Property Group and be cleared before access to the woolshed will be granted. Cash and EFTPOS facilities are not available. Payments may be sent ATTN: Booking Officer, Yarralumla Woolshed PO Box 777, FYSHWICK ACT 2609 or in person at 255 Canberra Avenue, Fyshwick ACT 2609.

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, ACT Property Group reserve the right to cancel the booking. Access to the woolshed will not be provided if the balance is not paid.

Cancellations on a Sliding Scale
No monies are refundable unless the booking is cancelled in writing at least eight (8) weeks prior to the hire date. Should the Hirer cancel their booking at any time there will be a refund policy within these periods:

<table>
<thead>
<tr>
<th>Event cancelled</th>
<th>Percentage forfeited</th>
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<tbody>
<tr>
<td>0 to 4 weeks</td>
<td>100%</td>
</tr>
<tr>
<td>4 to 6 weeks</td>
<td>50%</td>
</tr>
<tr>
<td>6 to 8 weeks</td>
<td>25%</td>
</tr>
<tr>
<td>8+ weeks</td>
<td>0%</td>
</tr>
</tbody>
</table>

ACT Property Group reserves the right to cancel bookings at any time. In such cases all monies will be repaid and ACT Property Group will not be liable to compensate the Hirer or any other entity for any losses which may be suffered.

Venue Hire
Full day hire includes use of the woolshed from 9.00am on the day of hire until 2.00am the following day, unless other arrangements have been made prior to the event.

The hire period includes access to the woolshed for all set up and take down requirements. If the hirer fails to vacate the woolshed after the conclusion of the hire, the hirer shall pay ACT Property Group upon demand, additional charges at current rates.

Included in the hire fees is full use of the venue, access to the rubbish facilities and a general clean after your event.

Inspection and Bookings
Inspection of the Yarralumla Woolshed is available by appointment. To arrange an appointment, please phone (02) 6213 0700 or email yarralumlawoolshed@act.gov.au.

Tentative bookings will be held for 14 days from initial enquiry. ACT Property Group reserves the right to decline any application or booking. Persons wishing to hire the premises must be over 18 years of age. Proof of identity must be provided.

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 hire may not be assigned or transferred to any other person, persons or organisation without prior written permission of ACT Property Group. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times.
Facilities
Approximately 40 rows of joined chairs supplied (groups of 4). Steel benches for food preparation. No tables, no crockery, no cutlery or table linen is provided. No Heating appliances.

Equipment and Decoration
Smoke machines, sparklers or any other smoke producing item may not be used in the building under any circumstances. Should any Yarralumla Woolshed smoke detector or alarm be activated during your hire, the bond may be forfeited and additional charges may be incurred for the call out of the ACT Fire Brigade/ACT Property Group staff member.
No nails, staples, paint, screws, tape, blue tack or glues are to be used. All decorations are to be removed completely.
Hirers must apply to ACT Property Group if they wish to use mechanical amusements as part of their hire.
The floors, ceiling, walls or any other part of the woolshed of any fittings or furniture shall not be broken, pierced by nails or screws or in any such manner or in any other way damaged. No notice, sign, advertisement or fittings of any kind shall be erected in the venue, in the grounds (including the car park) or attached to or affixed to the walls, doors or any such portion of the building, fittings or furniture.
No fixture, fitting or furnishing may be altered, moved or removed without the written consent of ACT Property Group. No advertising or other signs or sticking material are to be attached to any part of the woolshed unless approval is obtained from the ACT Property Group.

Occupancy Limits
The woolshed has the below listed occupancy limits. The hirer agrees not to allow this occupancy limit to be breached at any time, and is personally responsible for the enforcement of the occupancy limit during the term of the agreement.
The hirer agrees that it will, at all times, have material control and conduct of the event. If ACT Property Group reasonably suspects the hirer will not be the person with material control and conduct of the event, they reserve the right to immediately cancel any booking made and the Hirer shall forfeit any fees, charges or bonds paid.
Venue set up options: If you propose to use the woolshed for a different purpose, please contact ACT Property Group for further advice on the Building Code of Australia occupancy specifications.
Good Order
The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Yarralumla Woolshed and the immediate surrounds throughout the whole duration of the hire.

A cleaning charge may be incurred by the hirer if the premises or immediate surrounds of the woolshed are left in an unclean, untidy or if ACT Property Group deems an unusable state. This cleaning charge may be higher if the cleaner is required to attend on short notice, on a weekend or after normal business hours.

Theft, Damage and Making Good on Damages
ACT Property Group 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 ACT Property Group 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 woolshed property, furniture or equipment while it is being used, the hirer agrees to pay ACT Property Group, the cost of making good the damage (inclusive of fire equipment) and agrees to accept the decision of ACT Property Group on the extent of any such damage and to whom ACT Property Group engages to conduct the repairs.

The hirer is required to leave the woolshed and grounds in the same condition and repair as at the commencement of the hire. If the woolshed 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 woolshed or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.

Indemnity and insurance
ACT Property Group undertakes no responsibility for the property of any hirer or other person.

The hirer shall indemnify and keep and keep indemnified the ACT Government, represented through the ACT Property Group, 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 Albert Hall 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.

The hirer shall insure against all such liability as is mentioned in subclause 12(1) in the sum or $20,000,000 and shall provide evidence to the manager of the currency of such insurance before the commencement of the hire.

Where individual or non incorporated community organisation hirers have taken up the public liability insurance option as part of the hire fees, that insurance will be deemed to meet the requirements of the ACT Government in relation to this hire agreement.

Information on insurance providers may be found at www.insuranceadviser.net.

We are unable to recommend one particular company.

** Public liability Insurance for Individuals and non incorporated community entities

This cover is available for hirers who are individuals or non incorporated community organisations. The cover meets the requirements of the ACT Government for the hire of this facility and provides up to $20,000,000 public liability insurance coverage for the period of the hire including the set up and take down activities.
A $1,000 excess is payable by the hirer covered by this insurance for any loss arising from any one event. This insurance arrangement is not available for incorporated community organisations or commercial entity hirers.

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

Risk Management Plan (RMP) and Security
High risk events may require the Hirer to engage an ACT Government approved security company. ACT Property Group 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.

ACT Property Group will advise if a risk management plan will be required for an event. Examples may include but are not limited to birthdays and after formal events. This plan shall identify the potential risks that may arise from holding an event at the woolshed 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 ACT Property Group. Where required, the security arrangements made by ACT Property Group, on behalf of the hirer, permit the security contractor to shut down the event for any one, 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 Property Group 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 bond held. Should Security or any ACT Property Group 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.

Alcohol and Licences
Hirers are to comply with the provisions of all Legislation and Regulations such as the Liquor Act 2010 and Public Health Regulations, in place at the time of hire. The consumption of alcoholic beverages is limited to within the woolshed precinct, defined by the fencelines areas. No guest is authorised to leave the event with
an open bottle of drink. Consumption of such beverages in cars, driveways and other areas of the precinct is a violation of the woolshed 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. If required, a liquor permit can be obtained from the Office of Regulatory Services by either email or Phone: (02) 6207 3000. The permit must be produced prior to the hire date and a copy provided to ACT Property Group. The party entering into the hire consents to prohibiting the provision, sale or supply or any alcohol to those under the age of 18 at events within the woolshed. A letter of support towards your ‘liquor permit’ application can be supplied upon request. If food it to be sold at the Woolshed, a food permit may be required. Please contact ACT Health – Health Protection Service by either: Email: or Phone (02) 6205 1700.

Smoking
In accordance with ACT Government regulations, smoking is not permitted within 15 metres of the Woolshed. Hirers who breech this regulation will forfeit the full bond paid.

Fire and Safety
1. Doors must be free of blockages and exit doors must not be locked.
2. Highly flammable materials are not permitted within the premises.
3. No naked flames, gas heaters, lamps, fires or use of fireworks is permitted either in the woolshed or its grounds or the surrounding public open space. Use of fireworks will result in immediate shut down of the event and forfeit of all bond monies and possible prosecution.

Good Neighbour Policy
The Yarralumla Woolshed requires all users of the venue to be aware of the Yarralumla Woolshed’s neighbours and to ensure that neighbours be treated with respect, especially in regard to noise levels at night functions. Strict observance of a 2.00am event closure i.e. Music off at 1.00am so cleaning can commence (no exceptions), and 2.00am exit from the venue is required. Guests must leave in a quiet and orderly fashion.

Noise Restrictions
Hirers are to comply with the Environment Protection Act 1997 (the Act). This noise level applies at the lease boundary. Additional information can be found on the Environment Protection Authority website: www.environment.act.gov.au

Camping
Is not permitted at the Yarralumla Woolshed, nor in the car park or adjoining paddocks.

Traffic Management Plan (TMP)
As the loop road around the Yarralumla Woolshed, as well as the drive way is a shared road with Equestrian Park, a traffic management plan (TMP) will be required should your event fall on the same date as an equestrian event. ACT Property Group will advise the procedure for implementing this TMP.
Asset Works
ACT Property Group may, at times be required to complete upgrades or maintenance work on the woolshed. These works are sometimes known in advance. Where possible, ACT Property Group will endeavour to provide adequate notice of any disruption to the Hirer. The hirer agrees to the venue being taken on ‘as is’ basis on the event date.

Service Faults
ACT Property Group 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 woolshed. Without limiting the exclusion of liability, ACT Property Group will use its best endeavours to rectify any such failures as soon as possible after having been notified from the hirer of the failure.

Instruction and Access
ACT Property Group or an authorised representative (including the Australian Federal Police (AFP), ACT Fire Brigade or approved security company) shall be entitled to unrestricted access to any part of the building during the hire. Any instruction given by an authorised representative to any person admitted by the hirer shall be obeyed.

Australian Federal Police (AFP)
As a matter of course, ACT Property Group provides the Australian Federal Police (AFP) with information on events being held in our facilities. Such information may include the name and contact details of event organisers.

Collection and Return of Keys
The Bookings Officer will advise procedure on collection of keys.
- The keys are not transferable to any other person.
- The keys must be deposited into the collection box in inside the front door upon exit.
- Failure to return the venue keys at the conclusion of the hire will incur a $50.00 fee (Incl. GST).
- Should the keys be lost, the Property Officer must be notified as soon as possible. A fee for changing the locks and duplication of keys will apply.
- For security reasons, any form of identification to the Yarralumla Woolshed must not be kept with the keys.

Emergency Contact Numbers
ACT Property Group 24/7 Response Centre (02) 6213 0700
Emergency Services (Fire, Police, Ambulance) 000

Emergency Evacuation Procedures for Occupants at Yarralumla Woolshed
If at any time there is a Fire or Power Outage at Yarralumla Woolshed, the following procedures are to be followed:
Follow the fire evacuation routes shown at ‘EXIT’ locations within the building and evacuate through the nearest and safest point.
Fire Evacuation: Contact the ACT Fire Brigade by dialling 000 and provide the operator with your exact location – Yarralumla Woolshed, Cotter Road, Yarralumla ACT.
Power Outage: Contact ACTEW by dialling 13 10 93 and provide the operator with your exact location – Yarralumla Woolshed, Cotter Road, Yarralumla ACT.

IMPORTANT: No provision for landline telephone – Mobile telephone instructions only.

Once everyone has evacuated and assembled at the designated assembled area, carry out a quick check to account for all occupants.

DO NOT attempt to re enter the building once outside.

Meet with the Station Officer (wearing a red helmet) from the first attending fire crew and give a brief description on the location of the fire if known and any other vital information.

NOTE: Serious consideration must be given before any attempt to extinguish a fire with the existing extinguishers or fire hose reels by occupants, unless they have been correctly trained in their use. Hose reels and extinguishers are first aid appliances and designed to extinguish small fires. No person should place themselves or anyone else in a position of danger in an attempt to extinguish a fire.

Frequently Asked Questions

- Smoking – Smoking is not permitted inside the Woolshed or within fifteen (15) metres from the building.
- Equipment – A small temporary stage is available for use in the Woolshed. Any other equipment will need to be arranged by the Hirer.
- Heating/cooling – There is no heating or cooling at the Woolshed. Hirers can make their own arrangements for electric heaters only, (not gas) should they be required.
- Kitchen facilities – The Woolshed has a basic steel bench preparation area. No food heating facilities are available.
- Chairs/tables – There are no tables or individual chairs available, however Hirers can make their own arrangements for supply, as required.
- Camping – No camping/caravans/tents/swags etc are permitted at the Yarralumla Woolshed.
- BBQ’s – Electric BBQ’s with a ground mat are permitted at the Woolshed. No gas or fire BBQ’s are permitted.
- No animals except ‘service dogs’ are permitted in the Woolshed unless prior arrangement has been made.

The gate to the Woolshed off Cotter Road is to remain closed at all times.
Hire Charges

Charges are current until 30 June and maybe subject to change 1 July each year. Hire fees applicable are dictated by the event date, not the booking date. All of the fees listed are GST inclusive except the refundable security bond is GST free.

<table>
<thead>
<tr>
<th>Fee</th>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>$600.00</td>
<td>Daily Hire Fee - Peak</td>
<td>Hire during months of January - April and October - December</td>
</tr>
<tr>
<td>$300.00</td>
<td>Daily Hire Fee - Off Peak</td>
<td>Hire during months of June, July and August</td>
</tr>
<tr>
<td>$450.00</td>
<td>Daily Hire Fee - Mid Season</td>
<td>Hire during months of May or September</td>
</tr>
<tr>
<td>$1,550.00</td>
<td>Full Weekend Hire Fee - Peak</td>
<td>Hire during months of January - April and October - December</td>
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<tr>
<td></td>
<td></td>
<td>This is a packaged weekend rate from 9am Friday through to 2am Monday</td>
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<tr>
<td>$750.00</td>
<td>Full Weekend Hire Fee - Off Peak</td>
<td>Hire during months of June, July and August</td>
</tr>
<tr>
<td></td>
<td></td>
<td>This is a packaged weekend rate from 9am Friday through to 2am Monday</td>
</tr>
<tr>
<td>$1,150.00</td>
<td>Full Weekend Hire Fee - Mid Season</td>
<td>Hire during months of May or September</td>
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<tr>
<td></td>
<td></td>
<td>This is a packaged weekend rate from 9am Friday through to 2am Monday</td>
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<tr>
<td>$500.00</td>
<td>Refundable Security Bond</td>
<td>The refundable security bond payment is required within</td>
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<tr>
<td></td>
<td></td>
<td>14 days of receipt of the completed Agreement to Hire.</td>
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<tr>
<td></td>
<td></td>
<td>Until payment is received the booking is not confirmed</td>
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<tr>
<td>$250.00</td>
<td>Public Liability Insurance</td>
<td>For individuals and non incorporated community entities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Conditions apply, see Section INDEMNITY AND INSURANCE)</td>
</tr>
<tr>
<td>$100.00</td>
<td>Administration Fee</td>
<td>If bookings are cancelled after confirmation and payment of bond</td>
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<tr>
<td></td>
<td>On Call Fee</td>
<td>Calls to the Response Centre for hirer responsible works, for example:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>power overload at fault of hirer</td>
</tr>
<tr>
<td>$100.00</td>
<td>Additional Inspection</td>
<td>Additional inspections/orientations (In excess of 3 included)</td>
</tr>
</tbody>
</table>
Yarralumla Woolshed Dimensions

- Entry
- Exit
- Dimensions include:
  - Width: 3.2m
  - Length: 14.8m
  - Height: 2.9m
- Measurements are approximate.
# Yarralumla Woolshed | Agreement of Hire

| Name: |  
| Organisation: |  
| ABN/ACN: |  
| Phone: (Business hours) |  
| Phone: (Mobile) |  
| Postal address: |  
| Physical address (if different to postal): |  
| Email Address: |  

**Event type (please circle):**

- Wedding
- Bush dance
- Birthday (include age):
- After formal party
- Retail
- Other (specify):

- Will alcohol be served at the event? If yes, a RMP may be required. See RMP section.
- Will alcohol be sold at the event? If yes, a permit will be required.

**Hire date/s:**

**Approximate number of people:**

## Public Liability Insurance

Please note that a copy of your insurance certificate is to be provided prior to your hire.

- Public liability insurer:  
- Policy number:  
- Policy expiry date:  
- Sum insured: $  
- Individuals and Non-Incorporated Community Entities Insurance, offered by ACT Property Group required (fee applies); Please Circle to opt in.  

| Yes | (Eligibility conditions apply) |

I have read and acknowledge the Conditions of Hire for the Yarralumla Woolshed and agree to meet the conditions therein.

| Signature of Hirer: | Date: |