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# LUCY GUERIN INC / WXYZ STUDIOS

## Conditions of Hire

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The use of Lucy Guerin Inc's premises—WXYZ Studios, 130 Dryburgh St, North Melbourne—is permitted by Lucy Guerin Inc ("the Company") on the understanding that the following rules are adhered to at all times.

If a Hirer contravenes these Conditions of Hire, the hire may be cancelled with no notice period and without refunding any fees paid.

### General

1. Once the Hirer has been accepted by Lucy Guerin Inc to use the premises, they are automatically **bound by all terms and conditions of usage of the premises**.
2. **The person signing the Hire Agreement** ("the Hirer"), on behalf of their organisation, group or themselves, is personally responsible for ensuring that all terms and conditions of our Hire Policy are adhered to.
3. **The Hirer's signature** on the Hire Agreement confirms his/her agreement of these conditions of hire and all other aspects of Lucy Guerin Inc's Hire Policy.
4. The Hirer is required to undergo a **Studio Induction** in advance of the commencement of the hire period and sign the Studio Induction register. This must be arranged with the Studio Producer and should take place during LGI's normal office working hours.
5. The Company and its employees retain the **right of access** to all parts of the premises during the period of any hire and the Hirer shall not obstruct or interfere with this right.
6. The Hirer is responsible for ensuring that **all areas are left clean and tidy**. This includes all outside areas as well as indoor areas. If this is not found to be the case the Hirer will be charged to cover costs of any repairs or cleaning required.
7. The Hirer shall **not sub-let the premises or any part thereof**, except with prior approval of the Studio Producer, nor shall the premises be used for any purpose other than that purpose declared on the Hire Agreement. If activities are carried out which are not in accordance with the Hire Agreement, the agreement will be terminated with immediate effect.
8. In case of emergencies, the Hirer must follow the **Emergency Procedures**, as displayed on signage at the exits to WXYZ Studios.
9. If the terms and conditions of usage are contravened in any way, the Studio Producer reserves **the right to cancel** any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
10. **Hirers shall indemnify Lucy Guerin Inc** against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in, or upon part of the premises, or arise from

any accident, or occurrence which happens while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the Hirer.

11. **Lucy Guerin Inc shall not be liable** for any loss of income due to any breakdown of machinery, failure of the supply of electricity, leakage of water, fire, government restriction, or Act of God, which may cause the premises to be temporarily closed.

12. The Studio Producer may at any time cancel any permission granted to use the premises and will refund any fee paid but no further liability will be accepted.

### **Safety**

1. The Hirer will adhere to all applicable **Health and Safety requirements**.
2. It is the responsibility of the Hirer to ensure that any premises used in the course of the hire are **left in the condition** in which they were found and is maintained in a **safe condition** during the hire period.
3. It is the responsibility of the Hirer to take all reasonable steps to **protect and maintain the safety of participants** during the hire period while on Lucy Guerin Inc's premises.
4. The Hirer must make sure that all users are aware that they are solely responsible for the **security of their personal property**. If tickets are issued for any event, this statement should be printed on the ticket.
5. The Hirer is responsible for informing the Studio Producer or Lucy Guerin Inc staff of any **injury or loss** sustained by any person on the premises during the hire period. This information must be presented in writing to the Studio Producer within 24 hours of the incident, preferably by means of a signed Incident Report (to be made available by the Company). Any further information required by the Studio Producer must be made available on request.
6. The Hirer is responsible for **safety and actions of all participants, attendees and others** involved in the defined activity, also ensuring all such parties leave the site in a quiet and orderly fashion by the time stated in the Hire Agreement.
7. The Hirer is responsible for **maintaining clear gangways and access to Emergency Exits** at all times (see also Parking and Transport, pt 3).
8. The Hirer is responsible for the **protection of the premises from damage** and for the good behaviour of all associated users.
9. **Alcoholic drinks** may only be brought onto the premises with permission from the Studio Producer in advance, and must be consumed in moderation and within the designated licensed area when brought onto the premises.
10. **No smoking** is allowed on the premises.
11. **Illicit and illegal drugs are strictly prohibited** on the premises.

## Publicity and Communications

1. **No advertising** may be placed in any area of the premises without the prior permission of the Studio Producer.
2. Lucy Guerin Inc or LGI cannot be used in any **publicity or communications**, including social media, relating to a hire, without prior permission from Lucy Guerin Inc. The Hire Agreement is made with the venue, WXYZ Studios, which may be named on publicity and communications, along with the street address: 130 Dryburgh St, North Melbourne, VIC 3051.
3. Any images, publicity or other published material that damages the reputation of Lucy Guerin Inc or WXYZ Studios will be dealt with in the most serious of terms. Responses may include, but are not limited to, prevention of future hires.

## Use of Space and Equipment

1. The hire of any premises does not entitle the Hirer to use or enter the premises at any time other than during the hours defined within the Hire Agreement, unless prior arrangements have been made with the Studio Producer.
2. The Hire Agreement outlines the **exclusive / non-exclusive nature of each specific hire** of studio space(s), while the following common areas must always remain available for use by all people in the Building: kitchen, changing rooms, bathrooms, corridors, stairs, ramps, external doors and all external areas.
3. The **equipment available for use** during a hire period and included without additional cost in each Hire Agreement will be outlined during the Studio Induction. Written confirmation of available equipment may be sought by the Hirer from the Studio Producer at any time and no other equipment may be used without prior agreement.
4. Hirers must **use all facilities and equipment for their intended purpose only** and return them to the condition they were found by the end of any hire period. If unclear how to use or return any equipment, Hirers must contact the Studio Producer for instructions prior to commencement of use.
5. Hirers must ensure that the Studio Producer is made aware of **any equipment they intend to bring in to or use in the premises**, and that such equipment is safe and suitable for the use to which it is put.
6. **All electrical equipment** brought into the studio must be tested and tagged and approved by the Company in advance of the hire period.
7. Hirers using the facilities are responsible for immediately reporting any **potential hazards, damage to equipment, the Building or its contents therein** to the Studio Producer. If such occurrences are discovered by the Studio Producer after the commencement of a hire period and not reported by the Hirer, the Company reserves the right to cancel any hire agreement and charge the Hirer for any repairs, replacements or reinstatement of the previous satisfactory condition of the facilities.
8. **No alterations or additions** to the facilities, electrical installations, heating or lighting settings at the premises may be made without previous consent in writing of the Studio Producer. This includes, but is not limited to, alternations to programmed settings or the setup of equipment.

Where such alterations and additions have been authorised by the Studio Producer in advance, these shall be carried out in accordance with the directions and to the satisfaction of the Studio Producer and shall be reinstated at the expense of the Hirer to the satisfaction of the Studio Producer.

9. **No bolts, nails, tacks, screws, pins, or any other like objects** shall be driven into any part of the premises except where specific provisions have been made. No highly flammable materials are to be brought into the premises. No flags, emblems or any other materials shall be displayed at the premises without the previous consent of the Studio Producer.
10. All **marking tape** must be approved by the Studio Producer prior to its use.
11. The use of **materials that may leave residue or marks** anywhere in the Building are not permitted without prior approval of the Studio Producer.
12. The use of **hard shoes or props** that may damage any floors in the Building is prohibited. The Hirer may be charged for any cleaning, repairs or replacements required as a result of use of prohibited items.
13. Neither equipment nor furniture may be removed from the premises unless prior permission has been granted by the Studio Producer by means of an Equipment Hire Agreement.
14. **No furniture or equipment** is to be used without prior permission.
15. **All property of the Hirer** must be removed promptly upon the expiration of the hire period, or additional fees will be charged for each day or part of a day until the same is removed, except where prior permission from the Studio Producer has been obtained.
16. Lucy Guerin Inc accepts no responsibility for any **loss of or damage to any property** owned by any person using the premises during the hire period. Property shall be brought on to the premises at the sole risk of the owner. No responsibility for safeguarding such items can be taken by Lucy Guerin Inc.
17. The Hirer must ensure that the **roller door** is fully open and ramp entrance clear at all times while the premises are occupied. The Hirer must also ensure the roller door is fully closed at the end of the hire period, if there is no-one else using the building at that time.

### **Permits, Licensing and Insurance**

1. The Hirer shall organise **any and all necessary insurances** to cover all foreseeable risks and shall provide the details of such insurance to the Studio Producer in advance of the hire period. This includes, but is not limited to, public liability insurance, which must be held and proven by all hirers.
2. The Hirer is responsible for ensuring that **any and all necessary licenses or permits** are obtained for any event held on the premises and must submit to the Studio Producer copies of all licenses or permits that have been applied for or obtained.
3. The Hirer must not do anything that makes **any licence, insurance or permit void**, or render payable any increased, alternative or extra premium.

4. **No alcoholic drinks may be sold without an appropriate license.** This must be shown in advance to the Studio Producer and displayed within the venue alongside other signage required under the VCGLR legislation.
5. **No alcoholic drinks may be consumed or brought onto the premises** unless permission has been received from the Studio Producer.
6. The Hirer is responsible for obtaining any necessary licenses for any work performed on the premises during the hire period for which a **copyright** subsists.
7. The Hirer shall **indemnify Lucy Guerin Inc** against all costs, claims and demands which may be made against the Hirer for any infringement of copyright.

### **Children, Young People and Animals**

1. No person under the age of 16 years is permitted on the premises without **adequate adult care and supervision**. Hirers may also need to provide a current and valid Working with Children certificate, if required by law.
2. **Relevant, current and valid certificates** for working with children and vulnerable people must be provided to the Studio Producer when requested.
3. **No animals shall be brought onto the premises** except with the prior permission of the Studio Producer.

### **Parking and Transport**

1. It is the responsibility of the Hirer to encourage travel via public transport, bicycle or on foot, in accordance with the **Company's Environmental Policy**.
2. Limited on-street timed **car parking** is available on Dryburgh Street and the surrounding streets. The Company will not be held responsible for any parking-related fines incurred by the Hirer from local authorities.
3. The Hirer must **maintain safe entry and exit** from the premises and provide and maintain clear access for emergency vehicles and service vehicles.