

## **The Haven Amphitheatre Bookings – Terms and Conditions**

These conditions of hire ensure that the customer's experience when visiting the venue for a show, picnic/wedding or other small workshop/class/gathering, will be an enjoyable and safe occasion.

### **Application**

The following conditions apply to all Haven Amphitheatre Bookings.

If the application is approved and the relevant fee has been paid, the issued completion email must be carried at all times, to be shown on demand to the Rangers or staff of Willoughby City Council (WCC).

To be granted a booking, applicants must agree to comply with the following conditions:

- Permit holders must not interfere with pedestrians, residents, traffic or cause obstruction to vehicles.
- Permit holders must comply with directions issued by members of the NSW Police Force and/or authorised WCC officers.
- WCC officers may ask permit holders to cease their activities without refund if they consider the activity is causing undue public inconvenience.
- Permits are not transferable.

### **Fees**

Fees for Willoughby City LGA are set out in the Council's Schedules of Fees and Charges. Payment for *Weddings and Ceremonies* are to be made in advance through this booking application or at Council's Help and Service Centre located on Level 4, 31 Victor Street, Chatswood. Where bookings are cancelled 10 days prior to the event, all fees will be refunded. Refunds are not available for cancellations made less than 10 days prior to the event.

All other event bookings at this venue are free of charge for the 2022/23 financial year.

### **Indemnity**

The applicant indemnifies WCC in respect to any claims for injury, loss or damage arising from third parties or the operations of the applicant during the activities subject to this agreement.

### **Insurance**

The applicant must have insurance as follows:

- Public and product liability insurance with a minimum limit of \$10 Million and if food sampling is present, \$20 Million coverage.
- Workers compensation insurance where required by law.

### **The Venue and Patrons**

#### **a. Seating for audience**

Seating is available on sandstone edged terraces on the western side of the Venue. Cushions, blankets or similar supports are to be provided by the Hirer or by individual audience members.

#### **b. Toilets**

For events and performances, an accessible toilet / changeroom must be provided by the Hirer, and located on The Scarp concrete verge.

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### c. Accessibility

There is a wheelchair accessible terrace from The Barricade roadway. This provides good sightlines to the performance space.

### d. Smoking

Smoking is not permitted within the Venue.

### e. Animals

No domesticated animals or birds are allowed in the Venue. Registered guide dogs are exempt.

### f. First Aid

A qualified First Aid person must be present at every event or performance; the nominated person must be able to contact emergency services if required. Weddings and small gatherings are exempt.

### g. Volunteers

Volunteers assisting prior to, during or after a performance, must attend a Site Induction to the Venue. The Hirer is responsible for conducting all site inspections with volunteers and for ensuring that all volunteers understand the terms and conditions of hiring the venue. A Volunteer Register must be kept by the Hirer, indicating name, contact details and date/ hours of work at the venue.

### h. Disorderly behaviour

No obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the Venue.

## Events at the Venue

### a. Number of productions per year at the Venue

Number of productions with audience number exceeding 100 is limited to 6 productions per year (with a maximum of 3 performances per production).

Events with audience number  $\leq 100$ , such as outdoor learning, weddings and exercise classes are not limited.

### b. Maximum Capacity

The maximum capacity of the Venue is 350 people. It is the responsibility of the Hirer to ensure that this number is not exceeded.

### c. Hours of usage

Performance hours at the Venue are not to exceed 10pm.

### d. Alcohol Consumption

No alcohol may be brought into the Venue and no alcohol may be consumed in any part of the Venue, without the prior written consent of Council. The Hirer shall be responsible for the conduct of patrons attending the event.

### e. Lighting

No lighting is available at the Venue. Additional lighting is not permitted without prior written consent of Council.

### f. Sound system

Sound systems, public address systems or amplifiers are not permitted, without prior written consent of Council.

### g. Catering

There is no kitchen or food preparation facilities at the Venue. Refreshments such as tea, coffee, containerised soft drinks and juice, and packaged snacks can be made available by the Hirer for patrons.

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### h. Wet weather plan

In the event of wet weather, the Hirer has the responsibility to proceed with the event at a previously advertised alternate indoor venue, reschedule or cancel the event, and notify patrons.

### i. Advertising and signage

Advertising and signage must be kept to a minimum at the Venue. Cloth style banners or similar attached to the timber road fence on The Scarp are permissible.

### j. Risk management -Safe Work Method Statement (SWMS)

The Hirer must provide and maintain, at all times, an environment that is safe and without risks to the health of all persons employed for, volunteering or visiting the event and the public at large.

Any person found working under the influence of drugs or alcohol will be asked to leave the Venue.

The Hirer must be familiar with NSW Work Health and Safety legislation. The Hirer must provide a completed Risk Assessment undertaken for an event and the health and safety controls that have been put into place at least one month prior to commencement of the performance/s. When required, Safe Work Method statements should also be completed.

The pro forma Risk Assessment form is available at Attachment A.

### k. Production Management Plan

A Production Management Plan is to be implemented for each and every production, and is to be approved by Council. This is to record, for the purposes of consideration and approval, the number of attendees, lighting, noise levels and management measures.

The pro forma Production Management Plan is available at Attachment B.

## Environment

### a. Noise management

The Hirer of the Venue must ensure that music and noise levels are restricted to a safe and reasonable level given the residential precinct around the Haven. The Hirer of the Venue must comply with any reasonable request by any person to mitigate any noise nuisance. The Hirer must provide notice to nearby residents of the dates and times of any event / rehearsal/ performance at least two weeks prior to commencement of the event / rehearsal/ performance.

### b. Traffic/ parking management

There is no on-site or street parking available at the Venue. A shuttle bus operating from the Castlecrag shops or similar location is the most appropriate method for transporting patrons to the Venue.

The Hirer must include the parking restrictions at the Venue in all publicity and ticketing for events at the Venue.

A designated traffic warden is to be provided by the Hirer to ensure vehicles can enter/ exit The Scarp and the Barricade properties at all times, and to safely manage the arrival and departure of the shuttle bus.

### c. Loading / unloading times and number of trips

Deliveries to the Venue can be done from either The Scarp or The Barricade. Delivery vehicles must not remain in the precinct after the delivery has been completed.

### e. Explosives, flammable liquids or any other dangerous goods

The Hirer must not bring into the Venue any explosive, fuel, or flammable liquid or substance.

The use of candles, mosquito coils and citronella are permissible for events given the Venue's location in bushland straddling a creek.

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A fire marshal is to be designated by the Hirer for all events at the Venue. The following equipment must be set up at the Venue during performances:

Fire blankets and extinguisher/s

Minimum of 4 buckets of water placed around the Venue

The designated fire marshal must be able to contact the local fire services if needed.

### **Attachments – Available on Willoughby Council website:**

- A. Pro forma - Risk Assessment Form
- B. Pro forma – Production Management Plan