

Dulwich Hill, Marrickville, Petersham and St Peters

Venue Hire - Terms and Conditions – 2016



To make a booking, for a venue, log onto:

www.marrickville.nsw.gov.au/bookings

For enquiries, initially look on the Inner West Council (Marrickville) website as this should be able to answer most of your questions:

<https://www.marrickville.nsw.gov.au/en/outandabout/venues-for-hire/>

For further questions, please contact Inner West Council Customer Service Centre:

Phone: (02) 9335 2222

Email: council@marrickville.nsw.gov.au

Web: www.marrickville.nsw.gov.au

Visit: Monday to Friday 8.30am – 5pm
2-14 Fisher St, Petersham NSW 2049

How To Book

1. Log onto www.marrickville.nsw.gov.au/bookings
2. Before you start make sure you have the following:
 - i. Date/s of your booking request
 - ii. Details of venue required
 - iii. Required documentation (which could include driver's license, not-for-profit documentation, public liability insurance, liquor licence)
 - iv. Credit card as full payment is required at the time of booking (credit card transaction fees apply)

Community Venues for Hire

Further information about each venue is available on www.marrickville.nsw.gov.au under 'Out and About' then under 'Venues for Hire'.

Terms and Conditions of Hire

Subject to the following conditions Inner West Council ("Council") grants to the hirer the right to hire and use the venue for the purpose indicated on the Community venue booking form on the specified date(s) and times.

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Period of Hire

Hirers must book time for set up, pack up, and cleaning up within their booked hire time. The hall is available from the booked start time until the booked finish time as indicated on the booking made via the online booking system.

Where the hall is used beyond the period of hire, the hirer will be charged for the additional use. This charge will be deducted from the bond at the standard additional hourly rate, rounded up to the nearest whole hour.

All functions at **Marrickville or Petersham Town Halls** are to cease at midnight (12am) and the hall vacated by 1am. Only those persons cleaning up after a function are permitted to remain in the hall after midnight. All other persons are to leave quietly.

All functions at **Community halls and meeting rooms** are to cease at 11pm and the hall vacated by midnight (12am). Only those persons cleaning up after a function are permitted to remain in the hall until midnight. All other persons are to leave quietly.

Hire Fee

The venue hire fee must be paid at the time of booking via the online booking system. A booking will not be accepted without payment.

Set up and pack down of the venue is the responsibility of the hirer. **Hirers must include set up and pack down time within their booked time.**

Any costs, fees and expenses incurred by Council for non payment of venue hire fees by the hirer, including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses, will be charged to the hirer.

Fees and Charges may vary. Council reserves the right to revise the fees, charges and bond payable from time to time as may be found necessary.

Concession Rates

Concession rates are available for Not-For-Profit community organisations – please refer to venue hire Fees and Charges.

Local Not-For-Profit community groups (**not charging members**) are eligible for the full concessional rates (free venue hire) for up to four hours a day, regardless of which facility is used except for Marrickville and Petersham Town Halls where this only applies Monday to 5pm Friday. Thereafter, commercial rates will apply.

To apply for a concession rate, please submit the relevant supporting documents as listed below and answer all relevant questions throughout the booking process:

- A Not-For-Profit community organisation is an organisation which conducts support meetings, free training, or social activities or provides community based services and benefits to the residents of the Inner West local government area on a non commercial basis.
- Not-For-Profit community organisations must provide a copy of their Certificate of Incorporation and Constitution and/or a Certificate showing that they are seeking to incorporate and/or alternatively by showing an affiliation with a peak community organisation.
- Pensioner and health concessions are available to residents of the Inner West local government area only. Conditions surrounding these concessions can be found on Council's website.

Security Bond

The security bond **must be paid at the time of booking.** The process to refund the bond (if all conditions have been fulfilled), begins when the key for the venue is returned to Customer Service. If the key is returned through the process of the after hours box at the front of Customer Service, a Customer Service Officer will begin the bond process.

Bonds can take up to one month to be refunded.

Bonds will not be refunded if the venue is left in an unclean condition, not returned to the permanent layout, if there is any damage to furniture, fixtures, or the building, if the hirer has gone overtime, or if there is excessive noise. Bonds will be refunded only to the person/organisation which originally paid it.

The hirer is liable for any costs, loss or damage suffered as a result of damage caused to the state of repair or condition of the venue during the hire period. The hirer agrees and acknowledges that Council may retain all or part of the bond to cover any costs incurred to Council for repairs or cleaning required as a result of the hirer's use of the hired venue (other than for wear and tear), or for after hours call outs as a result of the hirer's negligence (i.e. forgot how to use kitchen appliance, etc). Council retains the right to determine the cost of any repairs or cleaning required.

The hirer agrees on demand to pay Council any such further amounts as are required to cover the cost of repairs or cleaning not covered by the bond.

Council will not assume any responsibility for items left at the venue before, during or after the hire period by the hirer.

Key Collection

Keys and swipe tags for all venues are to be collected from Inner West Council a working day or two prior to the event and returned the next working day after the event. Keys must be returned in person to Inner West Council Citizen Service Centre located at 2-14 Fisher St, Petersham between 8.30am and 5pm Monday to Friday. Hirers are responsible for locking up the venue after their event. No-one from Council will be at your venue, and if key collection does not occur during business hours, a call out fee to be paid by the hirer will be provided entry into the space.

Lost Key Charge

Deduction from the bond will be made to cover lost key charge as per Council's Fees & Charges.

Public Liability

Regular hirers (those making twelve (12) or more bookings in a 12 months period) and any casual booking made by an organisation (as opposed to an individual or an unincorporated not-for-profit) are required to have public liability insurance for \$20 million and to provide a copy of their certificate of currency to Council at the time of the booking.

The policy should note the venue and address of the hall hired as well as list Inner West Council as an interested 3rd party. The hirer can do this by contacting their insurance provider.

Further, Council may require any hirer to produce proof of public liability insurance to the value of \$20 million. Council reserves the right to refuse any booking for non-supply of proof. The hirer shall not take any action, which will or is likely to prejudice or render void Council's insurance policies.

Cancellation of Hire

Cancellation by Hirer

Hirer cancellation of more than one month from date of hire incurs a penalty of 50% of hire cost. Hirer cancellation of less than one month incurs a penalty of 100 % of hire cost. No credit card transaction fees will be refunded.

Regular hirer cancellations of less than 1 month prior to the date of the function incur a penalty of 100% of the hire fee.

Where the venue hire incurred no costs, a fee of \$50 per cancellation will be charged to the hirer.

Cancellation by Council

If the booking is cancelled by Council without fault of the hirer, Council will refund hire and bond payments in relation to the booking. Council may cancel the booking if:

- Council becomes aware that any event, goods or serviced proposed to be held or provided by the hirer is/are objectionable, dangerous, prohibited by law, pose a safety threat, or inappropriate impact on local residents
- The venue is required for Council functions or Municipal, State or Federal elections

- The hire fees and/or bond have not been paid
- Maintenance or repairs are being carried out to the venue
- The hirer has not provided evidence of insurance coverage and/or security arrangements and/or liquor licence

Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right. Cancellation or termination of the booking will not affect any right which Council may have to recover money owing for the booking or to recover damages from the hirer.

Regular Bookings

Regular hirers are those organisations or individuals with twelve (12) or more bookings in a 12 months period. Bookings must be made in a block of twelve (12) or more at the same time to be considered as a regular hirer; regular hirer concession rates cannot be accessed retrospectively.

If a venue is booked over consecutive days, a minimum of twelve (12) hours at Marrickville and Petersham Town Halls, and eight (8) hours at the other venues are required to obtain the venue overnight. Regular hirers are required to have public liability insurance cover for \$20 million.

Conditions

The following conditions apply to Not-For-Profit groups when making a regular booking:

- Casual hirers will be given preference and regular hirer MUST surrender booking when required by Council
- One session of four hours per day is available at full concession rates at St Peters Town Hall, Herb Greedy Hall and Seaview Street Hall; thereafter, commercial rates apply.
- One session of four hours per day is available at full concession rates Monday- Friday (until 5pm Friday) at Marrickville and Petersham Town Halls; thereafter, commercial rates apply.
- A maximum of five weekend bookings at Marrickville or Petersham Town Halls will be accepted at concessional rates; thereafter full commercial rates will apply.

Right to Refuse Booking Application

Council reserves the right to refuse an application for hire of a hall, or to cancel any reservation already made without explanation, and to refund the fees and charges paid. Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

Restricted Items

Smoke machines, candles, incense, matches, heaters, fireworks are absolutely not allowed and will trigger the fire alarms if used. The cost of emergency callout to attend fire alarms will be charged to the hirer; the false alarm charge as set by the Fire & Rescue NSW is \$1600.00 + GST. An additional fee of up to \$850 + GST will be charged to hirers who set off the fire alarm system at Petersham Town Hall. Disposing of rubbish, cigarette and cigar butts on the floor or outside the venue is not allowed.

No smoking is permitted in any Council building under the *Smoke Free Environment Act 2000*. Additionally, on 1 July 2011, Council introduced a smoke-free policy and it is no longer acceptable to smoke within 10 metres of Council owned buildings and facilities.

The waxing, wetting or powdering of floors for dancing is prohibited, as this causes damage to the floor. Floors, walls or any part of the building shall not be broken or pierced by nails, screws, etc. nor shall any appliance, fitting or fixture be interfered with in any way. Adhesives (including chewing gums) are not to be used on any surface.

Hirer's Responsibility during the period of hire

The hirer must be present for the duration of the function and is responsible for the maintenance of order during the period of hire as indicated on the booking form. This includes public safety, prevention of damage to the venue, emergency evacuation, noise levels, returning the venue to its permanent layout out and in a clean and tidy condition. Failure to do so might result in all or part of the bond being withheld and may compromise future bookings.

Conditions

It is the hirer's responsibility to:

- Switch off all the lights at the end of the booking
- Ensure all the doors are securely locked when leaving the venue
- Tidy up the venue and return it to its permanent layout, return extra chairs and tables to their storage area push the chairs neatly against the table, return what you may have used or borrowed where it belongs, and make sure everything is in order
- Leave the venue in clean condition – wipe the tables, bench tops in the kitchen, sweep and mop the floor if required, etc.
- Leave the toilets clean
- Dispose of rubbish & recycling in the appropriate wheelie bins provided: Red for general rubbish and Yellow for recycling
- Contact the Community Venues Officer on 9335 2286 if the venue is found dirty, not in its permanent layout, or if the hirer notices anything broken or unusual at the start of their booking.

In addition, the hirer:

- Is responsible for the conduct of all patrons at their function
Is responsible for the maintenance and preservation of good order and the venue itself during the period of hire
- Will be liable for any damage caused by people attending the function
- Must familiarise themselves with the emergency exits, fire extinguishers, fire hoses and facility evacuation procedures in case of an emergency
- Must ensure emergency exits are left clear and usable without hindrance at all times
- Must ensure that noise levels are kept to an acceptable level in respect of neighbouring residents, as indicated by Council staff or by visual indication from a calibrated sound meter

Should Council's responsible employee/contractor be called in during a booking:

- The hirer shall obey all reasonable directions of the responsible Council employee during the period of hire
- The responsible Council employee shall have complete control over all means of entry and exit and may close the entrance doors and/or refuse permission to any person(s)
- The Council employee may instruct the hirer to limit noise, music and/or voice amplification to an acceptable level to the satisfaction of the employee if in the opinion of the responsible employee such noise is excessive

When the hirer conducts a public dance and a member of the hirer's group applies any substance to the floor or shoes the hirer will be held liable for this conduct and cancellation of future bookings may be enforced. When a hirer conducts a non-profit community dance and professional instructors are seen conducting professional tuition involving commercial transactions during the dance, the hirer will be held liable for this action and a change of hiring rates or cancellation of future bookings may be enforced.

Commercial Kitchens and Catering

All food waste, fat splatters and spills, rubbish and disposable table coverings from the event **MUST** be disposed of in the appropriate wheelie bins provided, or removed after the event.

Gas bottles for cooking are not permitted within community venues at any time, and the hirer must comply with food handling regulations. **Grills and stoves MUST be cleaned properly by the hirer** at the end of their booking. Fat and food residues left on the grill and stove is not acceptable; if the kitchen equipment provided by Council is not cleaned properly, part or all of the hirer's bond may be withheld to cover the costs of extra cleaning. Barbecuing is not permitted on or in stoves provided in kitchens or by portable or other equipment on the premises.

It is the hirer or caterer's responsibility to bring their own crockery, cutlery, glasses, jugs, table cloths, serving dishes, tea towels, sponges, washing up liquid, spray & wipe, extra rubbish bags, long nose lighter for the stove, and anything else they may require for their function.

Toilet and Change Rooms

Council ensures that all amenities are maintained at a clean and hygienic standard. However, it equally remains the responsibility of hirers to ensure this standard is maintained throughout their hire time. As such, hirers are required to inspect the amenities on a regular basis throughout and on the completion of their hire.

As a result of these inspections, any mess identified should be cleaned by the hirer immediately. Council expects all hirers to recognise the shared use agreements that these amenities fall under and the impact that misuse could have on all stakeholders. Ongoing disregard for this term and condition may impact on future hire.

Tables

Tables provided by Council can be used for the purposes of serving or handling food or refreshments, however the hirer **must be cover them with table cloths** and **wipe them clean before storing them**. The cost of extra cleaning as a result of fat splatters and food waste after a booking will be deducted from the hirer's bond.

Alcoholic Drinks

Alcoholic drinks may be consumed with meals, but may not be sold within the hall unless all necessary licensing requirements have been complied with and the appropriate license is provided to Council no later than 7 days and is displayed at the venue during the function. Under no circumstances shall alcohol be brought into the hall in kegs or similar bulk containers.

If you need to apply for a license, please contact the NSW Office of Liquor, Gaming, and Racing: www.olgr.nsw.gov.au | Email info@olgr.nsw.gov.au | Phone (02) 9995 0300 at least twenty eight (28) days prior to the function.

Cleaning Up and Locking the Venue

The venue must be left in a clean and tidy condition by the hirer, and locked on the hirer's departure.

- Venues must be returned to the permanent layout (plans displayed at each venue and available on Council's website)
- Tables and chairs must be stored in the allocated space after the function
- Table coverings must be removed and tables wiped down
- Rubbish is to be placed into provided rubbish bins. **Rubbish is not to be left outside the venue.**
- Kitchen facilities must be left in a thoroughly clean condition i.e. **spotless**.

Any serious damage to Council property must be reported to Council immediately. Should Council discover damage to premises, the cost of repair or replacement will be deducted from the hirer's bond. Where possible, Council will contact the hirer the next working day. The hirer may be permitted to inspect the damage themselves, depending on whether the damage needs to be fixed immediately for a following function. Council reserves the right to impose an additional waste disposal charge after a booking when extra waste disposal and/or cleaning of fat splatter and spills is needed.

Electrical Appliances

It is a safety requirement that all electrical cords, power boards, appliances, and special equipment brought by the hirer to the hired venue must be tagged and tested. Failure to comply with this standard and to use electrical outlets appropriately may blow the power fuses. Emergency callout costs for a technician to repair power circuits will be deducted from hirer's bond. Heating equipment is not allowed as these pose a safety risk to the venue and its users.

A power outlet diagram is available for Petersham and Marrickville Town Halls on Council's website. High voltage outlets are on the stages and kitchens of the Town Halls. Any use of 3 phase power (or equivalent) will be charged at Council discretion. Do not plug appliances such as amplifiers requiring high voltage into ordinary outlets in the main body of the halls.

Exits and Access

All fire and emergency exits are to be clear and accessible without hindrance at all times. Petersham & Marrickville Town Halls, Seaview St. Hall and Herb Greedy Hall all have ramps and accessible toilets. It is strictly forbidden to use the accessible toilets for storage or for any other purpose such as change rooms, office space, kitchen space, etc.

Observance of Laws

The hirer must strictly observe all laws, rules, regulations and ordinances. It is the hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the function.

Subletting

The hirer must not sublet the hall. This includes using your eligibility for a concession to book a venue to be used by someone else so that they can benefit from a discounted venue hire rate. Conditions for use of a concession and/or health card are located on Council's website.

Noise Restrictions

The hirer must ensure that noise levels are kept to an acceptable level in respect of neighbouring residents; sound levels must not exceed 3dB above background noise at any time of the day. No persons are permitted to make noise on the street outside the hall before, during or after the hire period.

Amplified music at Marrickville or Petersham Town Hall is to cease at by 10pm from Sunday to Thursday, and by midnight on Friday and Saturday nights. The noise must not be able to be heard from neighbouring properties. **At Petersham Town Hall the hirer must ensure all external side hall doors are kept closed during hire unless an emergency arises.**

The hirer shall obey all reasonable directions of the responsible Council employee in relation to noise levels. The responsible employee/contractor may instruct the hirer to limit noise, music and/or voice amplification to an acceptable level to the satisfaction of the employee if in the opinion of the responsible employee such noise is excessive.

Use for Sale of Goods or Advertising

The venues may not be used for the sale of products for profit or for advertising purposes, unless the General Manager has granted prior written approval. Approval must be requested in writing no less than 60 days before the event.

Notification of Accident or Injury

Should there be an accident or injury arising through the hirer's use, the hirer must inform Council in writing immediately.

Security Personnel

Council reserves the right for a Council officer to attend any function and may require the engagement of security personnel at the hirer's expense.

Pesticide Use

Council only uses pesticides in public places when necessary to eliminate noxious weeds, to protect public property from pest damage and to protect the users of public places from nuisance or danger.

The majority of pesticide use consists of applying herbicides for weed control and insecticides to manage certain insect pests. Further information on Council's pesticide use can be obtained by calling Council's Citizens' Service Centre on (02) 9335 2222 or by visiting Council's website at www.marrickville.nsw.gov.au.

Disputes

Disputes arising between the hirer and a Council employee will be referred to the General Manager in writing and the decision of the General Manager shall be final.

Privacy

The supply of personal information on this form is voluntary, although failure to supply the information may result in the delay or rejection of the application. Council's collection and use of personal information is subject to the Privacy and Personal Information Protection Act 1998. The personal information collected will be stored in Council's electronic records and can only be accessed by authorised personnel, will only be used to assess your application, maintain a record of venue hirers, contact the venue hirers in relation to their booking, and if requested provided to Marrickville Police but only in relation to the event. The personal information can be accessed by you during standard office hours and updated by writing or contacting Council on 9335 2222. Some Community venues have a swipe tag to gain entry. Council may use information collected from the swipe tag to monitor the times a hirer accesses the Community venue.

Indemnity and Release

Neither Inner West Council nor its employees will be liable for any loss or damage sustained by the hirer, or any person, firm, or corporation entrusted to or supplying any article or thing to the hirer by reason of any such article or thing being stolen, damaged, or lost. The hirer agrees to indemnify and release Inner West Council and its servants and agents, from all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensation and the like for which Council may become liable in conjunction with injury, damage or accidental death through the hirers neglect or default or the neglect or default of any other person in connection with hirers use of the hall. Inner West Council shall not be responsible for any loss of or damage to any property whatsoever belonging to the hirer or any person attending the function.

Summary of venue hire Terms and Conditions

Accessibility	Petersham & Marrickville Town Halls, Seaview St Hall, Herb Greedy Hall and St Peters Town Hall, downstairs room, all have ramps and accessible toilets. It is strictly forbidden to use the accessible toilets for storage or for any other purpose such as change rooms, office space, kitchen space, etc.
Alcoholic Drinks	Alcoholic drinks may be consumed with meals. Alcoholic drinks may be sold only if the appropriate license is provided to Council no later than 7 days prior to the booking date and if it is displayed at the venue during the event. Every individual selling or serving alcoholic drinks must have their current RSA certificates. For licensing information, please contact NSW Office of Liquor, Gaming, and Racing: www.olgr.nsw.gov.au Email info@olgr.nsw.gov.au Phone (02) 9995 0300.
Bond Fee	Must be paid at the time of booking. Bonds will only be refunded to whoever paid it; bonds will be fully or partially withheld to cover the cost of damage, repairs, callouts to Council staff, security or emergency services staff, or extra cleaning.
Cancellation by Council	Council may cancel the booking; if hire fees or bond have not been paid, for maintenance access or for other Council requirements as mentioned above.
Cancellation by Hirer	Hirer cancellation of more than one month from date of hire incurs a penalty of 50% of hire cost. Regular hirer cancellations of less than 1 month prior to the date of the function incur a penalty of 100% of the hire fee. Hire cancellation of less than one month incurs a penalty of 100% of hire cost.
Catering	Gas bottles, barbeques and spit roasts are not allowed. Kitchens and kitchen equipment must be left spotless. Hirers or caterers must remove their own waste in the wheelie bins provided. If the wheelie bins are full, the hirer or caterer must take their waste with them. It is the hirer or caterer's responsibility to bring crockery, cutlery, glasses, jugs, table cloths, serving dishes, long nose lighter for stove, etc. Make sure the appropriate waste is placed in each bin i.e. Only recycling in the recycling bins.
Cleaning Equipment	Every Venue hirer is required to provide their own cleaning equipment; including but not limited to their own broom, mop, bucket, dust pan, spray & wipe, washing up liquid, long nose lighter for the stove, extra rubbish bags, tea towels, etc.
Concessions	Full concessional rates may apply up – commercial rates apply thereafter.
Exits	Fire exits are to be left clear and accessible without hindrance at all times.
Hire Fee	Must be paid in full at time of booking.
Key Collection	Keys must be collected during business hours. No-one from Council will be at your venue, and if key collection does not occur during business hours, a call out fee to be paid by the hirer will be charged to provide entry into the space. Keys and swipe tags for all venues are to be collected from Inner West Council, 2-14 Fisher St, Petersham, up to two business days prior to the event and returned the day after the event.
Lost Key Charge	Deduction from the bond will be made to cover lost key charge as per Fees & Charges.
Noise Levels	The hirer must ensure that noise levels are kept to an acceptable level in respect of neighbouring residents; sound levels must not exceed 3dB above background noise at any time of the day. Amplified music is to cease at 10pm from Sunday to Thursday, and by 11pm or 12am (midnight) depending on the venue on Friday and Saturday nights.
Period of Hire	The hall is available during the booked time of hire. Hirers must book time for setup, pack up and cleanup within their booked hire time. On-site storage is not available before or after hire.
Pesticide Use	These are used at Council venues where necessary.
Public Liability	Regular hirers (12+ bookings in a financial year) and any casual booking (less than 12 bookings in a 12 months period) made by an organisation (as opposed to an individual or an unincorporated not-for-profit) must have their own public liability insurance coverage for \$20 million and provide a copy of their certificate of currency to Council at the time of booking. The policy should note the venue and address as well as Inner West Council as an interested 3 rd party. This can be done by contacting the insurance provider.
Responsibility	The hirer is responsible for the maintenance of order during the event. This includes public safety, prevention of damage to the venue, emergency evacuation, noise levels, returning the venue to its permanent layout and in clean and tidy conditions. Failure to do so might result in all or part of the bond being withheld.
Restricted Items	Smoke machines, candles, incense, matches, cigarettes, heaters and the like are not permitted - these will trigger the smoke alarms. The cost of Fire Brigade call out will be charged to the hirer. Chewing gums, fireworks, fires, matches, smoke machines, incense, candles, heaters, gas bottles, cigarettes, wall fixings, tape, nails, staples and the likes are strictly not permitted.
Sale of Goods	The hall may not be used for the sale of products for profit without authorisation from Council.
Security	Council reserves the right for a Council officer to attend any function and may require the engagement of security personnel at the hirer's expense.
Sub-letting	The hirer must not sub-let the venue. This includes using your eligibility for a concession to book a venue to be used by someone else so that they can benefit from a discounted venue hire rate.