

CLUNES FACILITY HIRE APPLICATION & AGREEMENT 2021-2022

NAME OF ORGANISATION / GROUP / HIRER:		
FACILITY HIRED:		
BOOKING CONTACT PERSON:		
ADDRESS OF HIRER OR ORGANISATION:		
TELEPHONE B/H:	A/H:	MOB:
EMAIL:		
RESPONSIBLE PERSON ON DAY OF EVENT: ("As above If same person attending)		
PH:	EMAIL:	

FUNCTION DETAILS

EVENT TITLE:	
DATE & TIME OF FUNCTION:	
TIME/S FOR HALL TO BE OPEN FOR SET UP:	
TIME/S OF CLOSING AFTER CLEAN-UP:	
PREPARATION REQUESTED FROM COUNCIL (N.B: Items requested will be considered but may not be provided. Charges may apply):	
PREPARATION TO BE UNDERTAKEN BY HIRERS (e.g. erect marquees, decorations):	
<p>I/we acknowledge, having received and read the "Hire Agreement and Conditions of Hire" and the Fees and Charges Schedule and agree to abide by them. I/we agree that the Council can, and will, deduct from any bond monies the cost to repair any damage, or major cleaning associated with the hire over and above 'fair wear and tear'.</p> <p>I understand that I must provide proof of insurance cover via a copy of a Certificate of Currency or, if I am an eligible hirer, pay the insurance administration fee. Where food is being prepared / supplied by hall hirers it is the responsibility of the hirer to contact Council's Environmental Health Officer on (03) 5348 2306 in order to satisfy those requirements that may be imposed by The Food Act 1984.</p> <p>SIGNED: _____ DATE: _____</p>	

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FEES CHARGES SCHEDULE 2021-2022

- All bookings for facility hire must have an application form completed with all relevant details and be paid prior to the function date being booked in the diary (including insurance and bonds).
- If applying for a waiver of hire fees, the "Community Facility Hire Fee Waiver Form" must be completed and submitted as part of this application.
- Tentative Bookings are NOT ACCEPTED.

THE WAREHOUSE – CLUNES			
NO FEE WAIVER IS APPLICABLE TO THE HIRE OF THIS VENUE – REFER POLICY 48 C			
Description of Charge	Local Community	Not for Profit / Government	Private or Commercial
ULUMBARRA ROOM			
Regular hirer (per hour)	\$8.00	\$18.00	\$34.00
Casual hirer (per hour)	\$17.00	\$34.00	\$56.00
Weekend (per hour) Fri evenings, Sat, Sun & Public Holidays	\$21.00	\$42.00	\$66.00
ESMOND GALLERY – COMMUNITY ACTIVITY ROOM			
Regular hirer (per hour)	\$8.00	\$18.00	\$34.00
Casual hirer (per hour)	\$17.00	\$34.00	\$56.00
Weekend (per hour) Fri evenings, Sat, Sun & Public Holidays	\$21.00	\$42.00	\$66.00
Weekly Hire	\$500.00	\$1000.00	\$2500.00
Special Conditions <ul style="list-style-type: none"> Please make a note of any audio-visual requirements to ensure availability. Any events/meetings held out of hours may be charged additional fees and bonds. 			
CLUNES TOWN HALL			
FEE WAIVER IS BY APPLICATION ONLY IN ACCORDANCE WITH COUNCIL POLICY 48C. BOND AND INSURANCE FEES MUST STILL BE PAID. ALL APPLICATIONS SENT TO GOVERNANCE FOR ASSESSMENT.			
Description of Charge	Local Community	Not for Profit / Government	Private or Commercial
Rehearsals / Regular User (no kitchen use)	\$51.00	\$82.00	\$107.00
Regular User (Use of Kitchen)	\$51.00	\$82.00	\$107.00
Meetings / Functions (no kitchen use)	\$51.00	\$82.00	\$107.00
Functions (Inc. use of Kitchen)	\$185.00	\$225.00	\$275.00
Functions with alcohol	\$205.00	\$255.00	\$410.00

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CLUNES COMMUNITY CENTRE			
NO FEE WAIVER IS APPLICABLE TO THE HIRE OF THIS VENUE – REFER POLICY 48 C			
Description of Charge	Local Community	Not for Profit / Government	Private or Commercial
Oval Lights	No Charge		
Rehearsals / Regular User (Use of Kitchen)	\$51.00	\$82.00	\$107.00
Meetings / Functions (no kitchen use)	\$51.00	\$82.00	\$107.00
Functions (Inc. use of Kitchen)	\$185.00	\$225.00	\$275.00
Functions with alcohol	\$205.00	\$255.00	\$410.00
ALL RESERVES AND FACILITIES			
BONDS (GST Free) – BONDS ARE PAYABLE EVEN IF YOU ARE APPLYING FOR A FEE WAIVER			
Keys	\$50.00		
Meetings	\$100.00		
Functions	\$200.00		
Functions with alcohol	\$500.00		
Functions with alcohol >200 (Town Hall)	\$1,000.00		
INSURANCE			
Insurance admin fee (payable if no Certificate of Currency is provided) {charged once per annum for regular users}	\$61.00 N.B: If you have Public Liability Insurance, you must provide and attach a copy of your current insurance coverage when submitting this hire application.		
GROUP DEFINITIONS & SPECIAL CONDITIONS – FEE WAIVER INFORMATION			
Local Community Organisation: Local community groups, such as football, netball, cycling, garden clubs/groups that share a like goal to build a strong community bond. Monies raised within the group is used to sustain the group and not for charitable purposes.			
NFP (Not for Profit): A not for profit organisation is a type of organisation that does not earn profits for its owners. All monies earned by or donated to a NFP organisation is used in pursuing the organisations objectives. Typically, NFP organisations are charities or other types of public service organisations.			
Private or Commercial: This refers to the general public holding a private function, such as a birthday, anniversary, wedding; or a commercial enterprise holding a meeting, seminar, or business function.			
Fee Waiver: Hepburn Shire Community Not for Profit groups can apply for a waiver of fees as per Council's Community Facility Hire Fee Waiver Policy 48 (C). To apply, please complete the Community Facility Hire Fee Waiver Form. Please note: The fee waiver covers the facility hire fees only . Any applicable bonds/insurance fees must still be paid when submitting a hire application.			

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CLUNES FACILITY HIRE PRICING DETAILS

PLEASE NOTE: ALL CHARGES (EXCLUDING BONDS) ARE INCLUSIVE OF GST

ITEM	AMOUNT
FACILITY BOND	\$
KEY BOND	\$
FACILITY HIRE FEE/S	\$
INSURANCE (if applicable)	\$
TOTAL	\$
DATE PAID:	RECEIPT NO.:

OFFICE USE ONLY – CUSTOMER SERVICE TO COMPLETE

- ☐ ALL CONTACT / EVENT DETAILS COMPLETED
- ☐ FACILITY BOND PAID
- ☐ KEY BOND PAID
- ☐ FACILITY HIRE FEES PAID or; ☐ FEE WAIVER SUBMITTED
- ☐ INSURANCE FEE PAID or;
- ☐ CERTIFICATE OF CURRENCY FOR PUBLIC LIABILITY INSURANCE PROVIDED
If insurance has been provided, what is the Expiry Date: _____
- ☐ BOOKING PLACED IN OUTLOOK CALENDAR/S

OFFICER SIGNATURE: _____ DATE: _____

It is agreed as follows:

- Hepburn Shire Council ('Council') shall let and the Hirer shall hire the named facilities and associated equipment (hereinafter referred to as the said property) for the term set forth in this Agreement.
- The Hirer shall pay to Council by way of rent for the hire of the said property for the stated term of the rental detailed in the Agreement, and the rental shall be paid by the Hirer to the Council prior to use, upon delivery or collection of the said goods (as agreed).
- Council has provided to the Hirer the "Hire Agreement and Conditions of Hire" and the Fees and Charges Schedule, and the Hirer agrees to abide by them. The Hirer acknowledges that the hire may be cancelled, or costs demanded from the Hirer if the Hirer fails to comply with them.
- The Hirer understands that it must provide proof of insurance cover via a copy of a Certificate of Currency or, if it is an eligible Hirer, pay the insurance administration fee.

Signed on behalf of the Hirer:

I/we hereby agree to abide by the terms and conditions of this Hire Agreement:

Name: Signature: Date:/...../.....

HALL HIRE BOND – REFUND REQUEST FORM

NAME: _____

POSTAL ADDRESS: _____

EMAIL: _____

PHONE: _____ DATE: _____

Please provide your EFT details below. *Payment will be processed in the next fortnightly EFT payment run. Council cannot issue bond refunds back onto Credit/Debit Cards.*

BANK NAME: _____

BSB NO: _____

BANK ACCOUNT NO: _____

BANK ACCOUNT NAME: _____

SIGNATURE: _____ DATE: _____

HIRE DETAILS – OFFICE USE ONLY

EVENT TITLE: _____

DATE/S OF HIRE: _____

BONDS PAID

FACILITY BOND: \$ _____ RECEIPT No.: _____

KEY BOND: \$ _____ RECEIPT No.: _____

EQUIPMENT BOND: \$ _____ RECEIPT No.: _____

Please attach copy of receipt to refund request form

BOND REFUND AUTHORISATION

SIGNED: _____

DATE: _____

HIRE AGREEMENT CONDITIONS OF HIRE

1. Use of Facilities and Equipment

The Hirer shall use the hired property (facilities and equipment) in a proper manner for which they are designed. The Hirer shall not make any alteration or addition or change to the hired property.

The property shall remain the property of and ownership shall remain with Council so the Hirer shall not sell, offer for sale, assign, pledge, mortgage, sublet, lend, re-hire or in any way treat the said property as if they had any proprietary right in it. No intention to lease to the Hirer exists in any way.

The Hirer shall give immediate notice to Council of any serious damage or injury to the said property or part thereof, in the event of this taking place the Hirer shall do all they possibly can to safeguard the said property from receiving further damage or injury. The Hirer shall protect the said property from distress, execution or seizure.

The Hirer shall at their own expense return any keys to Council's stated place of return within three days of the end of the hire.

The Hirer accepts responsibility for any repair or replacement of parts / accessories of the said property, aside from reasonable wear and tear, that occurs during the hiring of the said goods.

2. Payment of Hire Fees and Bonds

The Hirer must pay Hepburn Shire Council ('Council') the relevant hire charges and bonds, in accordance with the current fee schedule as published on Council's internet site or as set by a Special Committee of Council, to secure a booking at least one week prior to the hire period.

The Hirer is required to pay bonds for hiring facilities, for borrowing any keys and for hired equipment (if applicable). Bond amounts are exclusive of GST. The bond is fully refundable, provided the facility is left in the same condition as prior to the function and keys and equipment are fully returned. Council can, and will, deduct from any bond monies the cost to repair any damage, replace any equipment or keys, or undertake major cleaning associated with the hire over and above 'fair wear and tear'.

3. Waiver of Hire Fees – Shire/ Not for Profit Organisations

In accordance with Council's Community Facility Hire Fee Waiver Policy 48, eligible Hepburn Shire Community or Not for Profit groups/organisations may be eligible for waiver of hire fees. Organisations or groups, for which fees are waived, are still required to pay facility, equipment and key bonds (as appropriate) in accordance with clause 1 of these Conditions of Hire.

4. Public Liability Insurance

Hirers are responsible for their own Public Liability insurance. Council requires that the Hirer provide evidence of cover to a minimum amount of \$10 million. Hirers must provide a copy of your Certificate of Currency for public liability insurance when submitting your hire application or at the latest by seven days prior to the hire commencement.

If a Hirer cannot provide proof of cover via a Certificate of Currency from their own insurer and if eligible, the Hirer may be covered by Council's General and Products Liability insurance policy. Refer the attached Public Liability Insurance Conditions for eligibility details. Eligible Hirers must pay Council's administration fee for this cover.

5. Indemnity

The Hirer must agree to indemnify and to keep indemnified, and to hold harmless Council, its servants and agents, and each of them, from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of or in relation to the use of the said property or said goods associated with the property during the hire period.

6. Other Property

Hirers and users of Council facilities and/or equipment are solely responsible for their own goods and property, including taking out any insurance to protect against potential loss or damaged during the hire period.

7. Tentative Bookings

Tentative bookings will not be accepted.

8. Cancellation of Bookings

Any Hirer that has not provided Council with the completed hire agreement, certificate of currency for public liability insurance (or insurance administration fee) and full payment of all fees and charges by one week prior to the hire, may be cancelled by Council.

9. Cancellation Fee

The Council reserves the right to retain the deposit (or demand an amount equivalent to 20% of the hire fee) should a booking be cancelled either by the Hirer less than 14 days prior to the date booked or by Council under clause 6 of these Conditions of Hire.

10. Preparation Time Prior to Function

Any time required for setting up or preparing a facility for an event is required to be included in the hire start and end date and time provided on the hire agreement.

All time required for preparation and clean up are to be included in the booking in advance to prevent 'double booking'. If a setting up day is required, a fee applies for this day.

11. Preparation of Dance Floor

Special preparation of the floor in buildings and halls, for dancing or other activities, is not undertaken by Council or its Special Committees. Any such preparation is the direct responsibility of the Hirer, with the consent of Council.

12. Decorations and Displays

No decorations will be permitted unless they can be installed or erected without damage to the walls, floors, ceiling or fittings of Council buildings and facilities. The use of nails, tacks and drawing pins is strictly prohibited. Suspension of decorations from lighting fixtures is prohibited.

String and blue tack can be used to hang items. This is to be kept to a minimum where possible. Cables on floors may be taped down using electrical insulation tape, duct tape or masking tape only. All tape, string and blue tack is to be removed when cleaning and leaving Council facilities.

Any repairs for damage caused, or additional cleaning required, as a result of decorations or displays will be charged at cost to the Hirer.

13. Seating, Tables and Other Items

Some seating and tables are available at some facilities. In some cases additional fees apply and availability may be limited.

Arrangement and replacement of chairs to the stacked position shall be the responsibility of the Hirer. Free access to all exit doors must be maintained.

Any additional items brought into facilities must have legs or surfaces that will not damage the floor.

Council has the right to refuse the use of items likely to cause damage.

If items require securing to the ground (e.g. through the use of pegs or stakes) are being used in gardens, parks or other open spaces, the Hirer is responsible for taking measures to avoid damage to underground assets (e.g. sprinkler systems, electricity, telephone, other utilities). The use of the Dial-Before-You-Dig service is strongly recommended. The Hirer shall be held liable to either Council or other asset owners for the repair of any damage to underground assets resulting from the hire.

14. Staffing

The Hirer is responsible to have adequate staff and supervisors, as required for the event, working at all times.

The Council does not provide nor undertake to obtain staff for the purposes of ticket selling, advance bookings, security, waiting or door keeping.

15. Council Staff and Special Committee members

Council staff, including Hall Keepers and Maintenance staff, are employed by the Council and Special Committee members are appointed by Council to liaise with Hirers, oversee this agreement and to maintain facilities and premises in a reasonable condition and cleanliness.

Council staff and Special Committee members will not be directed by the Hirer to perform tasks which are the responsibility of the Hirer.

16. Kitchen Facilities (If applicable.)

The Hirer is responsible for maintaining the cleanliness of kitchen facilities. The urn, stove, sinks, pie warmers and trays (if provided) must be left clean and as they were found. All benches are to be left clean and disinfected. Monies will be taken from the bond if kitchens are not clean and tidy.

17. Stage (If applicable.)

Groups using the stage for rehearsals are required to remove after each use, any stage props or furnishings unless special permission is granted from Council for the props to remain. Access to the rear stage ceiling is prohibited. Access to winches for lowering of stage beams and lights will be in consultation with Council staff and Special Committee members. Care must always be taken with opening and closing of curtains (if applicable).

18. Alcohol

It is the responsibility of Hirers to obtain the required liquor licences or permits for the sale of alcohol or bring-your-own ("BYO") consumption for events and hiring, in accordance with the *Liquor Control Reform Act 1998*.

The consumption of alcohol at an event or sale of alcohol is only permitted with a valid Liquor License or Permit.

Consumption of alcohol under the legal age is not permitted.

The sale of liquor must cease at 1am regardless of liquor license times.

19. Food Preparation and Supply

Where food is being prepared / supplied by Hirers or stallholders it is the responsibility of the Hirer to contact Council's Environmental Health Department on (03) 5348 2306 in order to satisfy those requirements that may be imposed by *The Food Act 1984*. Hirers should ensure that all stallholders/food providers at events have a valid permit for the handling and provision of food.

20. No Smoking

All Council buildings, including but not limited to the foyers, toilets, offices, halls, balconies and kitchens, are NO SMOKING AREAS. Smoking is permitted outside the Council building.

The Hirer is responsible for ensuring patrons/guests/staff comply with this NO SMOKING policy and obey the NO SMOKING signs.

21. Observance of Laws and Health Regulations

The Hirer is responsible for compliance with all relevant Laws, Health Regulations, Local Laws and Regulations and for payment of all fees and charges which apply to the hire, event and/or function.

22. Fire Danger - Code Red and Other Warnings

It is the responsibility of the Hirer to be aware of fire and other emergency warnings and notices from authorities, such as the Country Fire Authority or Department of Sustainability and Environment, applicable to the location and date of the hiring. Determining a course of action based on the warnings and notices (e.g. cancelling an event) is the responsibility of the Hirer.

Despite the Hirers responsibilities, Council has a policy to suspend services and not operate facilities in the "high risk" areas of Daylesford, Creswick, Trentham and Hepburn Springs and surrounding townships from midnight to midnight on Code Red (Catastrophic) Fire Danger rating days declared for Victoria's North Central weather forecast district.

This policy will directly impact the Hirer in that the facility will remain closed if a Code Red day is declared on the date booked, and the hire will be unable to go ahead on that day. If a Code Red is declared for the date booked, we will endeavour to contact the Hirer to confirm that the facility is not available. Hirers should not rely on this contact to establish if a Code Red day is declared. Even if we are unable to contact you, the facility will be closed and not available. We recommend that Hirers consider planning a back-up arrangement in case of this occurring.

During days of Extreme fire danger, we will endeavour to contact Hirers to confirm if they wish to proceed or cancel their booking.

Any deposit or bond paid will be refunded to Hirers who are unable to take up their booking because of these arrangements.

23. Conduct and Damage

The Hirer is responsible for the good conduct of patrons and will be held responsible for the cost of repairing any damage caused to any area of the hired property and facilities.

Functions must cease at or before 1:00am and the facility vacated by 2:00am. Additional charges will apply if the facility is not vacated by this time.

24. Cleaning and Rubbish Removal

The Hirer is responsible for the removal of all decorations and rubbish from the premises. The facility floor is to be swept clean and all decorations and rubbish removed from the balcony, foyers, stage and external areas, including cigarette butts. All garbage is to be removed and taken with the Hirer. Garbage is not to be left at the back door.

25. Right of Refusal

Council reserves the right to hire its facilities at its absolute discretion without prejudice.

26. Leaving Venue

Care is to be taken when leaving facilities. The Hirer must make sure that all lights, heaters and other appliances have been switched off. Buildings and facilities must be securely locked before departure.

27. Power Outage - how to Exit the building

In the event of a power outage, please follow the below steps to exit the building safely.

Exit is by the auto door using the 'Emergency Door Release' button:

- Lift the plastic cover
- Press the button
- Audible alarm will sound, and Security monitoring system will notify Security
- Notify Security/Facilities/Warehouse staff
- Do not attempt to reset the alarm, leave the building and notify staff via contact number/s provided

PUBLIC LIABILITY INSURANCE CONDITIONS

Hepburn Shire Council is able to provide Public Liability and Products Liability insurance cover to *eligible* casual hirers of Council facilities under its General and Products Insurance policy, provided the hire agreement is completed, the conditions below are met and the insurance administration fee is received.

There are some limitations on the types of *eligible* events that will be covered under this arrangement. Hirers wishing to take up this offer may wish contact Manager People & Governance, phone (03) 5348 2306, for more information.

The following conditions apply:

1. Council can offer this facility if a Hirer cannot provide proof of Public Liability cover via a Certificate of Currency from their own insurer.
2. Indemnity is only provided to the Hirer of the facility. Indemnity is not provided to any other participants/performers/contractors that may be involved in the hire activity (e.g.: A band engaged for a wedding reception). Hirers should ensure these other parties have in place their own Public Liability insurance.
3. Events that will involve attendance of more than 1,000 are not automatically covered. Coverage may be able to be obtained upon referral to Council's insurer. These may be subject to an additional premium as determined by the insurer.
4. The hire activity is limited to a maximum period of five (5) consecutive days. Coverage for longer periods may be available and should be referred to Council's insurer. An additional premium may be required by the insurer for longer periods.
5. There is no coverage available where the hire is part of a festival/event. The event organiser is required to effect their own insurance.
6. There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity. There is no problem in covering commercial entities for hire activities where there is no monetary gain derived from the actual hire activity. There is also no problem in covering Not for Profit entities who may charge for fund raising purposes.
7. There is no coverage for rock concerts. Rock bands are able to be covered where they are part of a Council festival or event (i.e. where they are not the main attraction such as a dedicated rock concert). Bands participating in Council organised FREEZA concerts/events can be covered.
8. There is no coverage available for persons or groups providing child minding or childcare services.
9. There is no coverage available for sporting activities.
10. No Products Liability coverage is provided for children's toys and second-hand electrical items/tools.