

# CRESWICK FACILITY HIRE APPLICATION & AGREEMENT 2021-2022

NAME OF ORGANISATION / GROUP / HIRER:		
LOCATION OF FACILITY:		
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:	
WILL STAGE PROPS BE ERECTED THAT REQUIRE THE USE OF WINCHES?	(If yes, provide description and area to be occupied):
WILL ADDITIONAL LIGHTING BE INSTALLED?	(If yes, provide description):

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'.

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.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

# CRESWICK FACILITY HIRE APPLICATION & AGREEMENT 2021-2022

## 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.

Description of Charge	Local Community	Not for Profit / Government	Private or Commercial
CRESWICK HUB – MEETING ROOM - charges including GST NO FEE WAIVER IS APPLICABLE TO THE HIRE OF THIS VENUE			
Regular hirer (per hour)	\$8.00	\$18.00	\$34.00
Casual hirer (per hour)	\$17.00	\$34.00	\$56.00
Saturday Morning (per hour) NOT PUBLIC HOLIDAYS	\$21.00	\$42.00	\$66.00
CRESWICK TOWN HALL (Fees based on 1 day hire or part thereof) – charges including GST			
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
Insurance admin fee <div>(payable if no Certificate of Currency is provided)</div> <div>{charged once per annum for regular users}</div>	<div>\$61.00</div> <div>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.</div>		
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		

# CRESWICK FACILITY HIRE APPLICATION & AGREEMENT 2021-2022

## 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.

### \*Special Conditions\*

Please make note of any audio-visual requirements to ensure availability.  
Any events/meetings held out of hours may be charged additional fees & bonds.

## CRESWICK 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: \_\_\_\_\_

**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**

TOWN HALL BOND: 10-9000-9000-20080 - \$\_\_\_\_\_ RECEIPT No.: \_\_\_\_\_

KEY BOND: 10-9000-9000-20092 - \$\_\_\_\_\_ RECEIPT No.: \_\_\_\_\_

*Please attach copy of receipt to refund request form*

**BOND REFUND AUTHORISATION**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

## HIRE AGREEMENT - CONDITIONS OF HIRE

### 1. Cleaning and Rubbish Removal

The Hirer is responsible for the removal of all decorations and rubbish from the premises. The facility is to be left clean and in good condition ready for the next user.

Facility floor is to be swept clean and decorations and rubbish removed from all areas including the kitchen, stage, main hall and external areas, including cigarette butts. All garbage is to be removed and taken away by the hirer. Toilets and bathroom sinks have been cleaned and left in good order.

The Hirer is responsible to book and use a commercial cleaning service if they are unable to return the facility to the appropriate level of cleanliness. If the Hirer does not arrange this and it is required, the Hepburn Shire Council will arrange this and deduct the amount from the Hirer's bond.

### 2. 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 \$5 million.

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.

### 3. Not for Profit Organisations - Bond Monies

Hepburn Shire Community Not for Profit Organisations are required to pay a hall bond and key bond for use of the facility, both of which are fully refundable provided the facility is left in the same condition as prior to the function. Any cost for rectification works will be deducted from the bond; and the balance, if any, will be refunded to the Hirer.

### 4. General Insurance

Hirers are responsible to insure their own goods and property that may be lost or damaged during the hire period.

### 5. Tentative Bookings

Tentative bookings will not be accepted.

### 6. Payment of Charges/Bond

The Hirer is required to pay a bond for use of the facility, which is fully refundable provided the facility is left in the same condition as prior to the function. Any cost for rectification works will be deducted from the bond; and the balance, if any, will be refunded to the Hirer.

The Hirer must pay the relevant hire charges and bond, in accordance with the current fee schedule, to secure a booking.

### 7. Cancellation Fee

The Council reserves the right to retain the bond (or demand an amount equivalent thereto) should a booking be cancelled less than 14 days prior to the date booked.

## 8. Preparation Day Prior to Function / Clean Up Day after function

These days should be requested in advance to prevent 'double booking'. If a setting up / clean-up day is required, a fee applies for each day requested.

## 9. Preparation of Dance Floor

Special preparation of the floor, for dancing or other activities, is not undertaken. Any such preparation is the direct responsibility of the Hirer, with the consent of the Creswick Hub Team Leader.

## 10. Seating, Tables and Other Items

Some seating and tables are available. Arrangement and replacement of chairs to the stacked position shall be the responsibility of the Hirer. Complete removal of all chairs from the Hall is the responsibility of the Hirer. Free access to all exit doors must be maintained.

Any additional items brought into the hall must have legs or surfaces that will not damage the floor. Creswick Hub staff have the right to refuse entry of items likely to cause damage.

## 11. Decorations and Displays

No decorations will be permitted unless they can be installed or erected without damage to the walls, floors, ceiling or fittings. The use of nails, tacks and drawing pins is strictly prohibited. Any damage caused will be at cost to the Hirer. 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 and all string and blue tack is to be removed when cleaning and leaving the hall. Cables on floors may be taped down using electrical insulation tape or masking tape only.

## 12. Staffing

The Hirer is responsible to have supervisors working at all times in the areas of the Main Hall, toilets, kitchen and foyers. The Council does not provide nor undertake to obtain staff for the purposes of ticket selling, advance bookings or door keeping.

## 13. Creswick Hub Team Leader and Information Officers

The Creswick Hub Team Leader and Customer Experience Officers are employed by the Hepburn Shire Council to liaise with hirers, oversee this agreement and to conduct inspections to ensure the premises remains in reasonable condition and cleanliness. Hepburn Shire Council employees will not be directed by the Hirer.

## 14. Creswick Town Hall Kitchen

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

## 15. Stage

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 the Creswick Hub Team Leader. Care must always be taken with opening and closing of the curtains.

## 16. Alcohol

Permitted as BYO only under Liquor Control Act. The sale of alcohol is only permitted with a valid Liquor License. Consumption of alcohol under the legal age is not permitted. The sale of liquor must cease at 1:00am regardless of liquor license times.

## 17. No Smoking

All Council buildings, including the foyers, toilets, main hall, stage and kitchen, are NO SMOKING AREAS. Smoking is permitted outside the Council building, provided it is more than four meters from any entrance. The hirer is responsible for ensuring patrons/guests obey the NO SMOKING signs.

## 18. Code Red Fire Danger

Council has a policy to suspend services and not operate facilities in the "high risk" townships of Daylesford, Creswick, Trentham and Hepburn Springs from midnight to midnight on Code Red (Catastrophic) Fire Danger rating days declared for Victoria's North Central weather forecast district. This policy may directly impact the Hirer in that the facility will remain closed if a Code Red is declared on the date booked. We recommend that Hirers consider planning a back-up arrangement in case.

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

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

## 19. Observance of Laws & Health Regulations

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

## 20. 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 Town Hall. 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.

## 21. Right of Refusal

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

## 22. Leaving Venue

Care is to be taken when leaving the hall.

The hirer must make sure that all lights, heaters and other appliances have been switched off.

The hall must be securely locked before departure.



## 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.