

FACILITY HIRE APPLICATION FORM & AGREEMENT

VICTORIA PARK PAVILION

NAME OF ORGANISATION / GROUP / HIRER:			
LOCATION OF FACILITY:		VICTORIA PARK PAVILION / OVAL / SHOWGROUNDS	
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:			
VENUE REQUIREMENTS: (✓ TICK)	<input type="checkbox"/> FUNCTION ROOM <input type="checkbox"/> KITCHEN	<input type="checkbox"/> P.A. SYSTEM <input type="checkbox"/> BAR	
SEATING REQUIREMENTS: PLEASE NOTE: IT IS THE HIRER'S RESPONSIBILITY TO SET CHAIRS IN PLACE OR REMOVE CHAIRS AS REQUIRED AND RETURN TO STACKED POSITION (✓ TICK)	<input type="checkbox"/> FUNCTION ROOM / CHAIRS REQUIRED: _____ <input type="checkbox"/> FUNCTION ROOM / TABLES REQUIRED: _____ <input type="checkbox"/> MAIN FLOOR CLEARED – NO CHAIRS / TABLES REQUIRED		
OUTDOOR REQUIREMENTS (✓ TICK) If yes, provide description and area to be occupied	<input type="checkbox"/> OVAL <input type="checkbox"/> SHOWGROUNDS _____ _____		

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: _____

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FEES AND 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).
- No Fee Waiver is available for this facility (as per Council's Fee Waiver Policy 48 C)
- Tentative Bookings are NOT ACCEPTED.

Description of Charge	Local Community	Not for Profit / Government	Private or Commercial
VICTORIA PARK PAVILION			
Function Room + Kitchen (Half Day)	\$21.00	\$84.00	\$235.00
Function Room + Kitchen (Full Day)	\$56.00	\$112.00	\$316.00
Function Room + Kitchen (Function with Alcohol)	\$204.00	\$255.00	\$408.00
Insurance admin fee <u>Payable if no Certificate of Currency is provided.</u>	\$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.		
GROUNDS	ALL USERS		
Oval Hire	\$280.00		
Showground – off Oval	\$120.00		
BONDS (GST Free) ALL USERS - N.B: Bonds and Insurances must be paid by <u>all users</u> .			
Keys	\$50.00		
Meetings	\$100.00		
Functions	\$200.00		
Functions with Alcohol	\$500.00		
Functions with Alcohol > 200 people	\$1000.00		
GROUP DEFINITIONS			
<u>Local Community Organisation:</u> 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.			
<u>NFP (Not for Profit):</u> 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.			
<u>Private or Commercial:</u> 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.			

VICTORIA PARK PAVILION
FACILITY HIRE PRICING DETAILS

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

ITEM	AMOUNT
FACILITY BOND	\$
KEY BOND	\$
VICTORIA PARK PAVILION HIRE FEE/S	\$
OVAL / SHOWGROUND 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
(VICTORIA PARK)

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

VIC PARK BOND: 10-9000-9000-20095 - \$ _____ 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.

The facility floor is to be clean and all decorations and rubbish removed, including cigarette butts. All garbage is to be removed and taken with the hirer. Garbage is not to be left at the back door. Ensure the 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, Council will arrange this and deduct the amount from the Hirer's bond.

2. Customer Experience Team Leader and Customer Experience Officers

The Customer Experience 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.

3. 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.

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 bonds, in accordance with the current fee schedule, to secure a booking. **There is no fee waiver available for this facility.**

7. Cancellation Fee

The Council reserves the right to retain the facility 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

This day should be requested in advance to prevent 'double booking'. If a setting up day is required, a fee applies for this day.

9. 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. 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. The Council staff have the right to refuse entry of items likely to cause damage.

10. Access to Victoria Park Pavilion, Daylesford (if required)

Access to Victoria Park Pavilion, will be through main entrance doors, off car park. The key for the door can be collected from the Duke Street office of Hepburn Shire Council during normal business hours. Alarm code will be given on collection of keys.

11. Alcohol

The sale of alcohol is only permitted with a valid Liquor Licence, via the bar. Consumption of alcohol under the legal age is not permitted. The sale of liquor must cease at 1:00am regardless of liquor licence times.

12. No Smoking

All rooms within the venue are NO SMOKING AREAS. Smoking is permitted outside the venue, away from the doorways. The hirer is responsible for ensuring patrons/guests obey the NO SMOKING signs. All cigarette butts are to be extinguished and placed in bins.

13. 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 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 fees/bonds paid will be refunded to hirers who are unable to take up their booking because of these arrangements.

14. 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, etc. which apply to the hire.

15. 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 Venue. 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.

16. Right of Refusal

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

17. 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.