

CONDITIONS OF HIRE AND USE

Old Laverton School



1. APPLICATIONS FOR HIRE

Applications for use of the facilities at the Old Laverton School must be made to Council on the form supplied. The form must be signed by the applicant and state the purpose of use, hours required, and acknowledge intention to comply with all conditions of hire

Where an application is made on behalf of an organisation or body of persons, the applicant is required to state the name of the organisation and the authority of the applicant for making the application.

The minimum booking time for hall hire is 2 hours.

It is at the discretion of the Council to refuse use of the facility in any case. This may be notwithstanding that the Council may have agreed to the use of the facility, or that these conditions may have been accepted and any bond paid. The Council shall have full power to cancel such uses and direct the return of any fees and bond paid. The hirer hereby agrees to accept the same to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof

2. DEPOSITS AND PAYMENTS

A \$300 bond applies to all bookings. The bond is security for any damage to the building and/or breach of conditions of hire and includes the cost of a replacement key if lost. The total bond will be refunded after the event, provided the hirer has complied with all aspects of the conditions of hire. The cost of extra cleaning or rubbish removal as a result of the function will be deducted from the bond.

Should the cost of repairing damage to the property or any other breach of conditions exceed the bond amount, the hirer is liable for the additional costs.

The balance of fees on your venue hire invoice must be paid at time of booking to confirm your booking of the venue. Bond payments must be made at least 14 days before the hire date.

3. CANCELLATION OF BOOKING

By the Hirer

Where the hirer withdraws the booking more than 90 days prior to the event, no charges will be incurred. Where the hirer withdraws the booking less than 90 days prior to the booking, the sum total of the deposit shall be retained by the Council. In cases where the booking is cancelled within fourteen (14) days of the event, the hirer will be liable for the full venue hire fee.

By Council

Council reserves the right to cancel without notice any booking for which the required deposit has not been paid. In the event that the facility cannot be made available to the hirer on the date(s) for which it has been hired by reason beyond Council's control, the Council will not be liable for any loss, damage or injury suffered by the hirer as a result of

the facility being unavailable. All deposits and hire fees will be fully refunded.

4. SUB-LETTING AND HIRER ATTENDANCE

The hirer is not permitted to sublet or transfer tenancy of any part of the facility.

The hirer must:

- Remain on the premises whilst visitors/patrons are in the building.
- Keep premises locked and alarmed when unoccupied.
- Be responsible for orderly conduct and safety of patrons.
- Maintain the premises in a clean and safe condition of the duration of the term of hire.
- Only occupy the building for the times for which it is hired.

5. OBSERVANCE OF LAWS

The hirer will conform to the requirements of all relevant Acts including, but not limited to, The *Child Wellbeing and Safety Act 2005 (Vic)*, The *Public Health and Wellbeing Act (2008)*, *Local Government Act (1993)*, *Liquor Control Act (1998)*, relevant Local Laws or Regulations made there under, and will be liable for any breach of any such Acts, Local Laws, Rules or Regulations.

The hirer will comply with all other Acts or statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force and will give all required notice to the proper officers.

The hirer will not knowingly infringe any copyright and Council reserves the right to prohibit any performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

The event organiser must comply with all Child Safe Standards made under section 17(1) of the *Child Wellbeing and Safety Act 2005 (Vic)*. A child safe organisation is one that meets the child safe standards by proactively taking measures to protect children from abuse. Visit <http://www.dhs.vic.gov.au/about-the-department/documents-and-resources/policies,-guidelines-and-legislation/child-safe-standards-resources> for more information.

6. GOOD ORDER

The hirer is responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and surrounds throughout the duration of the hire. The hirer is directly responsible for the orderly conduct and safety of all attendees. The hirer will observe all directions and instructions given by any authorised Council Officer.

7. PARTYSAFE REGISTRATION



Hirers organising social events or events where alcohol will be provided must register their function with the Victorian Police Partysafe scheme. Registration forms can be obtained from the designated Council Officer or from www.police.vic.gov.au or by contacting your local police station. Also please note the clause relating to service of alcohol and licensing.

8. SECURITY AND POLICE ATTENDANCE

Council has the right to arrange police or security staff attendance at any function held at the facility. The hirer will be responsible for any costs involved. The designated Council Officer will notify the hirer when security is deemed necessary.

9. RIGHT OF ENTRY

Council authorised staff may enter and inspect the venue or any part of it at any time. The hirer must not obstruct them or any member of the police force, fire brigade, ambulance or any other emergency services.

Council reserves the right to conduct hirer site visits while events are in progress and will take due consideration to minimise impact on the hirer.

10. PROPERTY AND CLEANLINESS

The floors, walls, windows or any other part of the building, fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. It is the hirer's responsibility to ensure their patrons do not cause damage or defacement. Failure to adhere to the above may result in loss in bond.

The hirer is responsible for leaving the premises in a clean and tidy manner. All rubbish and refuse must be removed from the venue at the hirer's own cost. Any failure to remove rubbish will result in forfeiture of bond.

Decorations are not permitted to be affixed to any part of the building. Any cleaning/ damage costs will be deducted from the bond.

The hirer is responsible for immediate mopping of any spillages on the floor, during the period of hire. A mop and bucket is provided for this purpose in the hall.

11. THEFT OR LOSSES

Personal property is the responsibility of the hirer. Council is not liable for any loss or damage sustained by the hirer, contractors or suppliers.

12. INSURANCE AND INDEMNITY

The hirer will not do, neglect or permit to be done or left undone, anything which will affect Council's insurance policy or policies relative to fire or public risk in connection with the building.

While Council premises are covered by Council's public risk insurance policy, hirers are responsible for their own public liability insurance. A minimum cover of \$10,000,000.00 is required for all functions.

A copy of the certificate of currency must be provided to the designated Council Officer at least seven days prior to the commencement of hire. Failure to do so may result in cancellation of the booking. Temporary insurance may be available via Council at a minor cost. Please discuss this with the designated Council Officer.

The hirer agrees to indemnify and keep indemnified the Council, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of or in any way related to the granting of this license and/or the use of the premises.

The hirer's liability to indemnify the Council, its servants and agents shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

All accidents and/or incidents, which may result in a claim being made under the insurance policy, must be reported to Hobsons Bay City Council within 2 days of the incident.

13. OBSTRUCTIONS

The hirer must ensure all exits, doorways and passageways are not obstructed at any time and ensure overcrowding does not take place.

14. SMOKING

Smoking is not permitted in the building. Smoker's trays are provided for external use only. Forfeiture of bond will occur in case of evidence of smoking.

15. OPEN FLAMES

Open flames are not permitted in any part of the facility. No candles are permitted as decorations anywhere in the venue, including when used in table settings. No incense, oil burners or similar are to be brought into the facility.

16. PROGRAM

Council reserves the right to request the subject and program of all events taking place in the venue.

17. PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right(s). The hirer agrees to indemnify Council against any claim for breach of copyright.

18. GAMBLING

No games of chance at which money is passed either directly or indirectly as a prize will take place in the facility. Raffles must have gained appropriate permits in order to be an approved activity of Council.

19. ALCOHOL

The Old Laverton School is not a licensed venue. It is the responsibility of the hirer to obtain all necessary permits and licences in relation to the serving of alcohol. Evidence of this must be provided to the designated Council Officer seven days prior to the event. Council reserves the right to prohibit the introduction into the facility, or suspend the sale or consumption of alcohol at any time.

Where alcohol is served on the premises, the hirer should observe their obligations pertaining to the Responsible Service of Alcohol (RSA). All serving staff must have current RSA certification. Evidence of this must be provided to the designated Council Officer at least seven days prior to the event. BYO alcohol may be consumed on premises. Opened alcohol must not be taken off the premises.

20. FOOD

If food will be sold on the day(s) of hire, a permit must be obtained from Council's Public Health Department. They can be contacted on 9932 1000. If bringing your own food, the provided fridge and microwave must be left clean

21. FUNCTION TIMES

The hirer must:

- Activities may commence at 8.00am on weekdays.
- Activities may commence at 9.00am on weekends and public holidays.
- Guests must depart by 10.30pm.
- The facility must be cleaned and vacated by 11.30pm.

The hirer has the responsibility for setting up and clearing away all equipment to its original location. Furniture and equipment must not be dragged across the floor. All packing up should be completed immediately on termination of function. Clean up time is included in the hire period.

22. ACCESS

A key to the building and a security alarm code will be issued to the hirer prior to the event date. It is the hirer's responsibility to ensure that the building is locked and alarmed when unoccupied and on vacating the venue.

23. EMERGENCY PROCEDURE

Hirers must acquaint themselves with the location of fire extinguishers and the position of emergency exits in the building. In the event of an emergency evacuation, hirers and patrons must evacuate the building in a calm orderly manner.

In the event of a fire or security alarm sounding, the hirer and their party must vacate the building immediately. Hirers who fail to comply with requests by the delegated Council Officer or Emergency Services Officers will be liable to pay all penalties imposed.

24. EMERGENCY NUMBER

The emergency services contact number is 000.

Hobsons Bay City Council provides an after-hours response (for its services only) to urgent matters that cannot wait until the next working day. This service can be accessed by calling 9947 4685.

25. FORCE MAJEURE

If either party is rendered unable wholly or in part by force majeure to carry out its obligations then this shall not affect the operation of the Terms and Conditions of Hire and Use, and the risk of frustration is to be borne by the hirer.

26. DISPUTES

In the event of a dispute arising, the following resolutions procedure will apply:

- A meeting will be scheduled between the individual parties concerned to resolve the dispute.
- If the management of both parties cannot resolve a dispute then Council will appoint an independent arbitrator who will have the authority to make a decision on the information provided, and both parties agree to the final decision.