

LAVERTON ACTIVE HALL BOOKING FORM

**HOBSONS
BAY CITY
COUNCIL**



APPLICANT DETAILS

Group/Organisation Name:											
Contact Person:											
Postal Address:											
Suburb:				State:				Postcode:			
Email:				Phone:							

ACTIVITY DETAILS

Name of Activity:															
Type of Activity:															
Date of Activity				Start Time:				End Time:							
Number of Attendees:				Age Range of Attendees:											
Regular Hirers;															
First Hire Date:								Last Hire Date:							

Of the following:

Will a fee be charged to participants?								If so, how much?		\$			
Will there be:		Yes		No				Yes		No			
Amusements								Alcohol Served or Consumed					
Amplified Music								Food Served or Consumed					

INSURANCE:

(Please read the section 'PUBLIC LIABILITY INSURANCE' in the terms and conditions before completing this section.)

I have attached a copy of my organisations Public Liability Insurance (min \$20 million):										Yes					
Insurance Company:												Expiry Date:			
Attached copy of any suppliers Public Liability Insurance (if applicable):										Yes					
Is Council Insurance Required (\$33.00 fee)				Yes				No							

FEES – (all fees are inclusive of GST)

Community Rate:		\$28.00 p/h		Insurance:		\$33.00			
Commercial Rate:		\$52.50 p/h							
Bond:		\$500.00 (may be applicable on Council request)							
Your Total:		\$							
Payment Options:		PERSONAL PAYMENTS - 115 CIVIC PDE, ALTONA				CREDIT CARD PAYMENTS - INSERT DETAILS ON PAGE 2			

Privacy Statement

Council is collecting the personal information requested on this form for the purpose of processing your application. The personal information will be used solely by Council for that primary purpose or directly related purposes. The applicant understands that the personal information provided is for the hire of council facilities and that they may apply to Council for access and/or amendment of the information.

Acknowledgement *(PLEASE NOTE: The application will not be processed unless this section is signed)*

I acknowledge having read the "Terms and Conditions of Hire" attached to this form and undertake to comply in all aspects to such conditions.

Name: _____ **Signature:** _____ **Date:** _____

LAVERTON ACTIVE HALL BOOKING PAYMENT FORM

**HOBSONS
BAY CITY
COUNCIL**



PAYMENT OF HIRE

Please charge my credit card: **Amount: \$**

**Credit Card
Number:**

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Card Type: Bank Card | Mastercard | VISA | AMEX

Expiry: _____

Please circle

**Card Holders
Name:** _____

**Card Holders
Signature:** _____

WHEN PAID, THIS FORM SERVES AS A TAX INVOICE

OFFICE USE ONLY

Community Rate	\$28.00 p/h	Insurance:	\$33.00
Commercial Rate	\$52.50 p/h		
Bond	\$500.00 (may be applicable on Council request)		
Ledger	Description	Value	
52415.5850	Facility Hire	\$	
52435.5400	Insurance	\$	
		Total	\$

Cashier ID: _____ **Receipt #:** _____ **Date Paid** _____

For further information: Email: customerservice@hobsonsbay.vic.gov.au Phone: 1300 179 944

LAVERTON ACTIVE HALL – TERMS & CONDITIONS



TERMS AND CONDITIONS OF HIRE – LAVERTON ACTIVE HALL

1. BOOKINGS

Bookings will be confirmed upon receipt of a completed application form. A \$50 deposit will be required to collect keys. A minimum of 14 days' notice is required for bookings.

No tentative bookings will be accepted.

2. MINIMUM BOOKING TIME

The minimum booking time for hall hire is 2 hours and the fee applicable will be based in a two-hour booking.

3. FEES (Valid 1 July 2023 to 30 June 2024)

Activity	Fees
Community Hire Rate	\$28.00 per hour
Commercial Hire Rate	\$52.50 per hour
Bond	\$500.00 (may be applicable on Council request)

4. PAYMENT

For casual hires the balance of fees, including bond, must be made at the time of application.

Regular users will be invoiced in line with each school term.

5. CANCELLATION/CHANGES TO BOOKING

A 75% refund of deposit will be issued if a written cancellation is received at least 28 days before the booking date. No refund will be issued to cancellations after this time.

A request for a change to the booking (e.g. time/date of booking) must be conveyed to the Council at least 7 days before the date of booking. A request for changes will be honoured only where it is possible.

6. BOND

A \$500 bond may apply to bookings. The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded by cheque to the hirer within 28 days of hire, 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.

7. TIMES

Activities may commence after 8.00am each weekday and 9.00am on Weekends and Public Holidays. For night bookings, the booking will cease at 10.00pm. The premises is to be cleaned and vacated by 11.00pm. Clean up time is included in the hire period.

8. SETTING UP/ PACK UP

The hirer has the responsibility for setting up and clearing away all equipment to its original location.

Furniture or equipment must not be dragged across the floor. All packing up shall be completed immediately following function.

9. CLEANING & RUBBISH

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 user's own cost. Any failure to remove rubbish will result in forfeiture of bond monies. Should the cost of repairing damage to the property exceed the bond, the hirer will be liable for the additional costs.

10. ACCESS

Keys are available on the day of, or if on a weekend, the business day before the function. A \$55.00 deposit is required for the key, which will be refunded the day the key is returned on the business day after the function.

11. DECORATIONS

Decorations are allowed however, must not be attached by using sticky tape. Blue tack or similar adhesives are acceptable. All decorations should be carefully removed and the hall should be left in a clean, tidy state. Any cleaning/ damage costs will be deducted from the bond.

12. SECURITY SERVICES/BREACHES

Council reserves the right to request external security and/or police attendance for function at the user's cost. Council reserves the right to expel person(s) or terminate the function due to any breach of condition of hire and/or misconduct by patrons.

13. COUNCIL ACCESS/LIMIT OF HIRE

Authorised Council Officers are entitled access to all buildings regardless of bookings. Council also reserves the right to hire any portion of the building other than the areas stated on the application form. The Council reserves the right to cancel any booking if the hall is required in respect of an election of referendum for the Federal or State Governments, or a natural disaster or emergency assembly. If it is necessary to cancel any booking, the Council will attempt to find an alternative venue or date.

14. SUBJECT OF ENTERTAINMENT

Authorised Council Officers may require the hirer to submit for approval the subject and program for the intended use or activities prior to the use of the facility.

15. 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.

LAVERTON ACTIVE HALL – TERMS & CONDITIONS



16. PUBLIC LIABILITY INSURANCE

Public Liability cover for a minimum of \$20 million is compulsory when hiring any Council Facility. The hirer has the option of providing evidence of their insurance cover. A certificate of currency from a Broker/Underwriter for a minimum sum of \$20 million, with Council's interest noted together with details of any exclusions under the policy.

If the hirer does not provide their own insurance cover, Council will arrange for short term/casual hire (24 hours) Public Liability Insurance cover for \$20 million, for death or personal injury, loss or damage to property, occurring during the period of Insurance. The Hirer (the insured) shall bear the first \$250 of any claim arising out of any one occurrence (Property damage claims). The policy specifically excludes participation risk involving sporting activities and amusement rides. 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.

17. SPILLAGES

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

18. SMOKING

As per Council Policy, smoking is not permitted in the building. Smoker's trays are provided for external use only. Forfeiture of bond moneys will occur if evidence of smoking, such as extinguishing of butts on floor etc. is obvious.

19. PERMITS:

For community functions:

Liquor - Hirers are requested to contact the Liquor Licensing Commission to determine if a licence is required.

Gaming - A permit is required from the Victorian Casino and Gaming Authority for the raising of funds from gaming related activities. All permits must be signed by Council and bookings are subject to the appropriate permits being arranged.

Sale of 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 4045.

20. DAMAGE

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.

21. OBSTRUCTIONS/ EXITS

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

22. EMERGENCY CONTACT

In the event of an emergency, emergency services should be contacted - dial 000.

For after-hours emergency relating to building safety, e.g. water, electricity issues, contact Council's after-hours service on 1300 179 944.

23. INDEMNITY

The Hirer agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them 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 a Permit and be directly related to the negligent acts, errors or omission of the Hirer. The Hirer's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, contributed to the loss or liability. The Hirer also agrees to hold harmless the Council, its servants and agents, and each of them from all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Hirer against the Council, except to the extent that the Principal is negligent.

24. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the Health Act, Local Government Act, and Local Law or Regulations made there under, and shall be liable for any breach of such Acts, Local Laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the user and the notices given to the proper offices.

25. LIABILITY:

The Hirer must - (a) remain on the premises whilst visitors/patrons are in the building; (b) keep premises locked when unoccupied; (c) be responsible for orderly conduct and safety of patrons; (d) maintain the premises in a clean and safe condition of the duration of the term of hire; (e) only occupy the building for the times which it is hired. The use of speed enhancers on floors is strictly forbidden.

26. THEFT

Council is not responsible for any theft, loss or damage of personal property suffered by the Hirer or any guest or invitee of the Hirer, or any person, firm or corporation entrusted to or supplying any articles to the Hirer. The Hirer indemnifies the Council in respect of any claim by any such guest, invitee, person, firm or corporation in respect of such personal property, article or thing.