

Leongatha Memorial Hall and Michael Place Complex

TERMS AND CONDITIONS OF HIRE 2017

This document sets the condition of hire of the hall or part hereof. Council reserves the right to set or vary policy in respect of hire and to alter the terms and conditions of hire as, and when, Council determines appropriate.

A. TERMS OF HIRE

1. APPLICATION

All applications for the use of the Memorial Hall and/or the rooms in the Michael Place Complex shall be made on the prescribed form, signed by the applicant, state the purpose for which the area is required, and the applicant's undertaking to comply with the conditions of hire.

Where the application is made on behalf of an organisation, that application shall state the name of the organisation and the position in the organisation of the person making the application.

2. HIRE FEES

At the time of lodging the application, 20% of the hire fee shall be paid and the balance shall be paid no later than fourteen (14) days after the function.

If a late application is lodged within seven (7) days of the function, 50% of the hire fee shall be paid on lodging the application, and the balance shall be paid no later than fourteen (14) days after the function.

3. BOND

In addition to the hire fee, the Council may require a 10% bond of the overall hire cost to be lodged as a guarantee for the fulfilment of these conditions, and as a security against damage to the building or any furniture, fittings, and contents contained therein, or for abnormal cleaning of the portion of the building used by the hirer. The hirer shall be liable to pay on demand from the Council for any further amount in excess of such bond so as to meet the full cost of such

damage or cleaning. The bond is reimbursed if there is no damage or abnormal cleaning required.

4. CANCELLATION OF BOOKINGS

- (i) On the cancellation of a booking received by the Council, at least one month prior to the function, any deposit, hire fee or bond lodged will be refunded in full.
- (ii) If any function is cancelled within one (1) calendar month prior to such function, any hire fee, deposit, or bond lodged shall be refunded at the discretion of the Council.
- (iii) If any function is cancelled prior to its commencement at the direction of the Council, all monies paid will be refunded in full.

5. REFUSAL TO HIRE

It shall be at the discretion of the Council to determine what areas referred to in the application are available to hire not-with-standing the hire fee, deposit, or bond tendered.

The Council shall have the full power to cancel such hire bookings and direct the return of monies paid, and the hirer hereby agrees in such case to accept the same and to be held to have consented to such cancellation and to have no claim of law or in equity for any loss or damage suffered by the hire in consequence thereof.

6. CLEANING

All rooms shall be left in a clean and tidy condition. Failure to do so could result in the Hall Keeper carrying out the works at the cost of the hirer. Any event within the hall that involves alcohol will require the floor to be mopped. This can be completed by the hirer, Hall Keeper (as per fees and charges), or by an organised cleaning contractor.

7. DECORATIONS

The use of decorations of any kind shall only be with the express approval of the Hall Keeper.

8. EQUIPMENT

No electrical equipment, decorating equipment, catering equipment, or other articles of any kind shall be brought into the building without the consent of the Hall Keeper, and shall so be arranged as to cause no damage to floors, walls, or fittings. Such items shall be removed from the building on the day following the

hire, and if not removed, the hirer shall pay such sum as the Council determines for each day or portion of a day whilst the equipment remains in the building.

9. DAMAGE

The floors, walls, curtains, fittings, and furnishings shall not be broken, pierced by nails or screws, or in any other way damaged.

10. SIGNAGE

No signage is permitted on the external surfaces of the hall.

11. SEATING

All seating arrangements are to be approved by the Hall Keeper.

12. LIMIT OF USE

The hirer shall only be entitled to the use of the particular part or parts of the building hired and the Council reserves the right to hire any other portion of the building for any other purpose or purposes at the same time.

13. SUB-HIRING

No portion of the building hired shall be sub-hired or in any way assigned or transferred to the benefit of any other person without the written consent of the Council.

14. OBSTRUCTIONS

The hirer shall comply in every respect with the *Public Building Regulations* and Council's directives with regard to keeping exits and passageways clear of obstructions and overcrowding.

15. KITCHEN

The kitchen shall be left in a clean and tidy condition – all fixtures, utensils, and crockery, etc, shall be left in good order and condition, and the hirer shall remove all rubbish. Failure to do so could result in the Hall Keeper carrying out the works at the cost of the hirer.

16. PIANO

The Council's piano or any other item of equipment shall not be moved without the prior consent of the Hall Keeper and then only under the Hall Keeper's supervision.

17. ATTENDANTS

The hirer shall at their own expense, when so directed by the Hall Keeper, arrange for the attendance of police or other such persons considered necessary for the orderly conduct and control of persons attending the function.

18. NOTICES

Notices or announcements of any entertainment or function may be delivered to the Hall Keeper who will place them in the Noticeboard outside the hall. The period and extent of display shall be at the discretion of the Hall Keeper.

19. PROTECTION OF FLOORS

When in the opinion of the Hall Keeper the use could damage the floor, the hirer shall take such measures as directed to protect the floor from stains or other damage.

20. PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or perform, or permit to be produced any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer hereby indemnifies the Council against any claim for breach of copyright in connection therewith.

21. LIQUOR

The Council reserves the right to prohibit the introduction of alcohol into the hall or any part of the building at any time. In the event of any person desiring to bring into the hall, or any part of the building, any malt or spirituous liquors for consumption, it will be necessary for such person to make special note of this on the application, and when such permission is granted, the hirer shall obtain all relevant permits from the Victorian Commission for Gambling and Liquor Regulation.

A copy of such permit will be produced to the Hall Keeper prior to the commencement of the function. All conditions imposed by the Licence shall be conformed with.

The Hall Keeper may order the distribution of liquor to be temporarily or permanently suspended during any function.

22. INSURANCE

All hirers are required to have public liability insurance to the value of \$5,000,000. No application will be accepted without current public liability insurance. Any not for profit community groups or community members who do not have public liability or access to obtain insurance through other groups may access Council's Community Liability Policy by contacting Council on (03)5662 9200.

23. LOSS OR DAMAGE

Neither the Council nor its officers or contractors shall be liable for any loss or damage sustained by the hirer or any person within the confines of the hall or any part of the building.

24. REMOVAL OF FURNITURE

No chairs, tables, or other furniture or fittings shall be removed from the hall or rooms at any time.

25. AMPLIFICATION EQUIPMENT

The amplification equipment installed in the hall and rooms shall not be interfered with in any way and shall be operated only with the approval and under the instructions of the Hall Keeper.

26. INTERFERENCE WITH EQUIPMENT

Should the hirer or any persons attending a function interfere with the equipment installed in the hall or rooms, except in accordance with the approval of the Hall Keeper, such action shall be taken to be a breach of conditions and the Council shall be entitled to impose such penalty as it sees fit, including the cancellation of the function, the retention of the bond, or the expelling from the building of any such person.

27. ANIMALS

No animals shall be allowed in the building or its precincts without the consent of the Hall Keeper.

28. AUTHORITY OF HALL KEEPER

The Hall Keeper shall have the full and complete authority of the Council to issue instructions for the enforcement of the conditions.

29. OBSERVANCE OF CONDITIONS

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the hall and buildings during the whole duration of the hiring.

30. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Council shall be final and conclusive.

31. CROWD CONTROL

Council, at the Hall Keeper's discretion, reserves the right to require crowd control at the event organiser's expense for events with large crowds and/or where alcohol is served.

**B. FEES AND CHARGES – TO BE SET BY COUNCIL THROUGH THE
BUDGET PROCESS**

C. PERMITS

1. Anyone trading in the hall surrounds (eg McCartin Street, Michael Place, colonnade walkway etc) must contact the Local Laws department and apply for all relevant permits.
2. Traders should apply to the Local Laws department for a permit, either in person at Council's Customer Service Centre, by phoning Council on 5662 9200, or online at www.southgippsland.vic.gov.au.
3. Permit costs vary according to activity. Organisations that are declared as a Community or Charitable Organisation (not for profit) may be exempt.
4. Anyone trading in the hall surrounds must provide Council with a copy of their current Public Liability Insurance with Council noted on the policy as an interested party. The South Gippsland Shire Council will be indemnified from any loss, damage, or personal and public injury for this activity – current Public Liability Insurance to a minimum of \$5,000,000 is required. A permit will not be issued without this insurance being supplied.
5. Anyone trading in the hall surrounds must adhere to Council's Footpath Trading Code.

D. EXEMPTIONS

1. All hirers are bound to the set fees and charges except:
 - Returned and Services League (RSL) – Anzac Day activities
 - Legacy – Annual event