

Conditions of Hire

Pearcedale Public Hall

PLEASE NOTE:

You are strongly advised to read all of the Application to Hire and the Conditions of Hire document. The Conditions of Hire are to be strictly adhered to. If there is anything that you do not understand, please call the Booking Officer. The decision of the Pearcedale Public Hall Committee of Management is final in matters relating to the return of bond payments. All correspondence regarding your hire of the facility must be in writing and directed to: Pearcedale Public Hall Committee of Management.

1. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions of hire or matter containing therein, the decision of the Pearcedale Public Hall Committee of Management shall be final and conclusive.

2 Licences and Permits

Some functions will require one or more permits in order to comply with legislation. Where applicable a copy of the approved licence must be provided for the hire to proceed. If in doubt, the Hirer should check with City of Casey Events Unit before proceeding.

An event approval guide and information about the range of permits which may be required is available by calling Customer Service at the City of Casey on 9705 5200 or online

<http://www.casey.vic.gov.au/runninganeventincasey/>
<http://www.casey.vic.gov.au/publicentertainment/> and
<http://www.casey.vic.gov.au/eventsguide/> .

3 Alcohol and Liquor Licence

If applicable, the Hirer must obtain a Liquor Licence from the Liquor Licencing Commission. Information and online applications are available at <http://www.vcgjr.vic.gov.au/> or telephone 1300 650 367.

- A copy of the approved licence must be provided prior to the hire.
- Hirers must ensure compliance with all legislation that may affect their function.

Please note:

BYO liquor functions no longer require a liquor licence in a Public Hall; **however, a Liquor Licence is required when liquor is sold or is supplied as part of an entrance fee.** If in doubt, hirers should check with Liquor Licencing Victoria before proceeding. Information is also available from Council's Senior Planning Policy Officer on 9705 5200. Please allow eight (8) weeks for the processing of applications if your function requires a liquor licence or other permit.

Where alcohol is supplied free of charge, hirers are required to ensure that:

- Alcohol is consumed within the period of the booking only (or at the discretion of the Committee)
- No alcohol is to be consumed by anyone under 18 years of age
- Alcohol is to be consumed within the confines of the Pearcedale Public Hall
- No alcohol consumption is permitted outside the hall
- Intoxicated persons are to be removed from the venue

SMOKING IS NOT PERMITTED IN OR WITHIN 10 METRES OF THIS COUNCIL BUILDING.

Should there be evidence of smoking at any function the entire bond will be forfeited.

NO ALCOHOL CONSUMPTION IS PERMITTED OUTSIDE THE HALL

4 Noise

Hirers are required to observe the requirements of the Environmental Protection Act (EPA) and the Environment Protection (Residential Noise) Regulations 2008. All music must be turned down to a level that cannot be heard inside a neighbouring property at the time indicated and off completely by the times indicated:

Sunday – Thursday: Music down by 10.00pm and off by 11.00pm
Friday - Saturday and Public Holidays: Music down by 11.00pm and off by Midnight

Failure to comply with these requirements may result in fines being issued or legal action taken. Any objectionable noise at any time must cease promptly on request of the Committee of Management, security staff or the police. Further information on noise regulations is available from Council's Environmental Health Department on 9705 5200.

5 Entry to facility

Hirers will be instructed in the setting and turning off the air conditioning and heating units when necessary. Normally the hall will be opened and closed by the Booking Officer. In exceptional circumstances, and at the discretion of the Committee, it may be possible to arrange with the Booking Officer an alternative collection and return of the keys together with other equipment (e.g. remote control for the air-conditioner/heater).

6 Equipment

The Booking Officer will explain what equipment is available for use by the Hirer. **This may include some or all of the following:**

- Tables and chairs
- Refrigerator
- Stove with oven
- Microwave
- Pie Warmer

All equipment must be cleaned after use. Heating and air conditioning use will be explained by the Booking Officer.

7 Cleaning Charges

Extra charges may be levied for any additional cleaning required such as:

- Washing of tables, chairs, kitchen benches, stoves etc. or any other part of the facility.
- Removal of vomit and/or faeces from the toilet facilities (cubicles or doors) or any other area of the facility.
- Removal of sticky tape, staples and/or graffiti from any part of the facility.

Please note: The hall must be cleaned after your function including; disinfectant to be used to clean tables, benches, taps, sinks, floors, chairs and toilets. Brooms, mop and bucket and cleaning products are supplied.

8 Insurance

Hirers are advised that Public Liability insurance is required for **all** activities in the facility and a Certificate of Currency must be provided prior to confirmation of the hire. Casual hirers can arrange with the Booking Officer to include the cost of one off Public Liability insurance with the hire fee. All hirers, including regular user groups who store their property on site, must arrange insurance for their own property.

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.: Bands, caterers etc. Hirers should ensure these other parties have in place their own public liability insurance.

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9 Items Not Allowed in this Facility

Unless special approval has been granted by the Committee of Management, the use of the following items is banned in this facility:

- Chewing gum
- Candles (candle wax)
- Hot coals
- Hay
- Fireworks
- Beer barrels or kegs
- Confetti or glitter of any sort (e.g. sequins or table scatters)

The use of any of these articles without approval may result in the total forfeiture of the bond paid.

10 Equipment and Decorations

Approval of the Booking Officer must be obtained to:

- Vary the arrangement of the furniture
- Operate electrical equipment brought into the building
- Decorate in the building
- Remove any equipment or furnishings from the building

It is the responsibility of the Hirer to erect, take down, and store all equipment pertaining to their hire. The Hirer shall be liable for damages to persons or property as a result of incorrect storage of equipment.

The floors, ceilings, walls or any other part of the building, or any fitting or furniture shall not be broken, pierced by nails or screws, or in any such manner, or in any other way damaged or sticky tape of any sort fixed to plaster.

No notice, sign, advertisement, scenery or fittings of any kind shall be erected in the building or attached to, or affixed to walls, doors, or any such portion of the building, fittings or furniture without prior consent of the Booking Officer.

The Hirer must protect the floors from stains or any other damage.

11 Cleaning

Hirer(s) are to ensure that:

- All chairs and tables are stored according to direction from the Booking Officer. Chairs and tables to be carried and not dragged over the floor surface.
- All chairs are cleaned before restacking.
- All rubbish and recycled items to be placed in the correct bins as instructed by the Booking Officer.
- The facility and its surrounds are left in a clean and a tidy condition and that any damage is reported as soon as possible to the Pearcedale Public Hall Committee of Management or the Booking Officer. Extra cleaning charges may apply if the facility is left in an untidy or dirty state beyond reasonable use.

12 Car Parking

Parking is available in the designated areas. Please do not obstruct access to the adjoining buildings.

13 Advertising

If the function is to be advertised to the public, care should be taken to make clear that the Hirer is responsible for the function and not the City of Casey.

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14 Instruction and Access

- The Committee or its authorised representatives shall be entitled to free access to any part of the building during the hire of the facility.
- Any instruction given by the Committee or its authorised representatives (e.g. the Booking Officer) to any persons admitted to the hall shall be obeyed; however such instruction should not interfere with the operation of the Hirer's purpose.

15 Hiring Procedures

ALL CHEQUES MUST BE MADE PAYABLE TO: Pearcedale Public Hall Association Inc.

All hire charges in conjunction with the hiring shall be paid in full to The Booking Officer **two weeks prior** to the date of the required use.

Bookings will not be confirmed until an application form is completed, all required documentation is provided and a security bond when required is paid to the Booking Officer.

Should the Hirer fail to adhere to any of the conditions the entire bond may be forfeited.

16 Hiring Charges

- Hiring charges are set by the Pearcedale Public Hall Committee of Management and are reviewed from time to time.
- If any damage takes place to the building or its contents, deductions will be made in accordance with Schedule 2A (attached). Should the bond be insufficient to cover the costs of the damage, the Hirer will make good any short fall immediately upon request.
- A cancellation fee will apply if notice is not received 14 days prior to hire date. Cancellation within 24 hours of the booking will result in forfeiture of the entire hire fee at the discretion of the Pearcedale Public Hall Committee of Management.

17 Refund of Bond

The Pearcedale Public Hall Committee of Management will authorise refund of bond after satisfactory post hire inspection of the premises. Bond refund will be paid by cheque posted to the Hirer's address as listed on the booking form within fourteen (14) working days of the hire. The Hirer will be advised by the Committee of any retention of bond money.

18 Good Order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and its environs throughout the whole duration of hiring.

19 Behaviour

No obscene or insulting language or disorderly behaviour shall be permitted in the building or on Council property.

20 Risk Management

In line with State legislation and Council policy, Hirers are expected to follow the advice of the Booking Officer regarding the safety of their function. This includes advice of Hot Weather Alert information, and observance of relevant risk management processes.

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SCHEDULE 2A

The Hirer is not insured under Council's own insurance arrangements and Council accepts no responsibility and/or liability for any accidents/claims and/or demands arising out of the hire.

The Hirer of the building shall not do, nor neglect to do, nor permit to be done, nor allow to be left undone, anything which will affect the insurance policies relative to fire or other risk in connection with the building.

The Hirer must agree to indemnify the Council to the extent that such policies are affected through any Act of Commission or Omission.

The following list details amounts which will be charged or deducted from the bond of any occurrence associated with the hire of the facility.

<u>RATE</u>	<u>ITEM</u>
\$50	Chairs/tables not cleaned, chairs stacked and all left as they were found
\$30 per hour	Additional cleaning
\$50	Lights left on
\$100	Air conditioning/fans/heaters left on
\$50 plus replacement cost	Failure to return remote control(s)
\$50	Rubbish not removed from the facility as directed by the Booking Officer
\$20	Decorations (or part thereof) left on walls
\$50	Confetti/sequins/glitter in the building
\$50	Scratching/marking of floor surfaces
\$100	Failure to set alarm correctly
\$100	Police being called for disturbances
\$100	Un-necessary discharge of fire extinguishers
\$100	Any evidence of alcohol consumption outside of the building
As per quotation	Broken windows/glass
As per quotation	Damage to the facility and/or furnishing
Full Bond	Lost keys
Full Bond	Improper use of facility
Full Bond	Evidence of smoking within the building or within 10 metres of the hall at any function
Full Bond	Function continuing after hire period
Full Bond	Failure to secure the facility properly

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