

Terms & Conditions of Hire – Casual Use

Condition of venue

The Hirer agrees and acknowledges that the venue and/or reserve is in good repair and clean condition at the commencement of the hire period and must be returned to the Bayside City Council (Council) in the same condition at the end of the hire period.

The Hirer shall reimburse Council for the cost of any reinstatement or repairs occasioned as a result of any damage to property resulting from the conduct of the function and any associated activities.

Due care is to be exercised at all times, with the protection of all natural vegetation and geographical features in the area being a prime consideration.

If the Hirer causes damage, Council retains the right to withhold part or all of the security deposit towards the cost of repair and/or reinstatement. If no security deposit is held, Council retains the right to invoice the Hirer the full cost of repair and/or reinstatement.

Brighton Beach Gardens: Green Point, Brighton

It is the responsibility of the Event Organiser to erect a one meter exclusion zone around the Cenotaph for any event conducted at the southern end of the Brighton Beach Gardens: Green Point.

Homestead and veranda (where applicable)

All users are advised that the veranda and homestead at Kamesburgh Gardens, Billilla Gardens and Black Rock House are not available for the hirer's access or use. The house and veranda do not form part of your booking.

Signage

The use of any portable, freestanding signs on or above any roadway, footpath or public place without prior approval from the responsible manager is prohibited.

Council direction

The Hirer shall have regard to any lawful direction or instruction given by an authorised officer of the Council in relation to the conduct of the function. All Council Local Laws must be complied with at all times.

Amplification equipment / noise

The use of any amplification equipment shall be kept to a level prescribed by the Environment Protection Act (72 decibels and must not disturb other users).

Litter

Litter generated shall be removed from the site immediately after the event. **Confetti and petals** are considered litter and should not be used. If the site is left in an unclean condition following usage, the Council retains the right to withhold part or all of the security deposit towards the cost of clean up.

Booking process

Requests for casual use should be on the appropriate online application form. Once received a confirmation letter and permit will be forwarded to you. A \$200 deposit is required for all open space bookings. The deposit is to be paid within 14 days of receiving your booking confirmation. If payment is not received within this time, the booking will be cancelled.

You must declare all relevant facts on your booking application, in order for Council to assess the application. If you fail to do so, your booking may be revoked without notice and Council will not be held

liable for any damages or losses incurred.

Applications must be received by Council at least five (5) business days prior to the booking date. All bookings are subject to availability, suitability and completely at Council's discretion.

Indemnity

The Hirer uses and occupies the area at their own risk, and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the open space used.

The Hirer must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the open space used and the use, and occupation of the open space by the casual user.

This clause does not apply if the hirer has purchased public liability insurance through Bayside City Council.

Council will not be held liable for any losses should Council cancel or revoke the booking.

Keys

Where a key is required, for an approved use, this must be collected from Reception at the Bayside City Council Corporate Centre, 76 Royal Ave Sandringham, on the last working day prior to booking.

The key must be collected, by prior arrangement, during business hours, 8.30am to 5pm. It must be returned the first working day following the booking. A fully refundable key deposit of \$50.00 per key is required.

Bollard keys

It is the Hirer's responsibility to ensure that bollards are safe and secured after removal and they are returned and secured at the end of the hire period. Council retains the right to invoice the Hirer the full cost of repair and/or reinstatement for any loss.

Vehicles / parking

Vehicles may only be permitted to be taken onto Council reserves and parks with the prior approval of the Responsible Manager. This approval is only extended to those vehicles essential for the conduct of the approved activity (e.g. wedding party, film crew, disabled access). The Responsible Manager reserves the right to revoke this approval in certain weather conditions.

The permit does not include parking fees or permission to park contrary to any restriction.

Liquor and food

Between sunset and sunrise, a person must not, on any Municipal Reserve, whether it be a Road within a Municipal Reserve or not, or in any motor vehicle within a Municipal Reserve, consume any Liquor, or have in his or her possession or control, any Liquor, other than Liquor in a container with an unbroken seal.

No alcohol or food can be served as part of a commercial arrangement without the necessary approval from Council.

Marquees and other portable structures

Bayside City Council may require a Security Deposit of \$500 if a portable structure and/or other infrastructure is to be located on the site. The Security Deposit will be refunded by cheque within four (4) weeks after the function, subject to the site being left in a satisfactory condition.

No ground penetration securing system or device is permitted at parks with irrigation systems.

A current Certificate of Currency of the supplier's Public Liability insurance for a minimum of \$20 million must be provided to Bayside City Council prior to approval being granted.

Booking BBQ's, park structures and amenities

Apart from the Sandringham Rotunda, no park amenities, structures or BBQ's can be booked.

Please ensure that all users connected with your booking conduct themselves with due respect and consideration of others with regard to shrines, memorials, park furniture, structures and amenities.

Cancellation fee

1. If a booking is cancelled less than four (4) weeks prior to the event or function 50% of the deposit will be forfeited. If a booking is cancelled less than two (2) weeks prior to the event or function 100% of the deposit will be forfeited. If a New Year's Eve booking is cancelled in less than 90 days prior to the event or function, 100% of the deposit will be forfeited.
2. An \$85 cancellation fee will apply to all cancellations greater than 4 weeks prior to the event or function.
3. The Council may cancel any letting already agreed and direct the return of the deposit and rent paid and the Hirer hereby agrees in that case to accept the same and to be held to have consented to such cancellation, and to abandon any claim (if any) at law in equity for any loss or damage in consequence thereof
4. ALL CANCELLATIONS OR CHANGES TO BOOKINGS MUST BE IN WRITING.

Filming and photography

If filming and photography is directly related to the booking and the images will not be publicly exhibited, then no permit is required.

All other filming or photography that is conducted for commercial purposes or for public exhibition must not be undertaken on land that is managed by Council without a permit.

Privacy

Council collects personal information for the purpose of processing your application and ensuring compliance with these terms and conditions. If you do not provide this information, we may be unable to process your application. If you have any queries or wish to gain access to this information, please contact Council's privacy officer on 9599 4444 or at privacy@bayside.vic.gov.au."

Acknowledgement

I/We acknowledge I/We have read the Conditions of Hire and undertake, on this application being granted, to comply in all respects with the Conditions. In addition, the signatory signs this indemnity to hold harmless Bayside City Council, its servants and agents from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them, arising out of or in relation to the hire/use of Council facilities.

Signature: _____ Date: _____

Signed for and on behalf of: _____ (organisation/group)

