

Terms & Conditions of Hire

Application

The Council may, at its discretion, refuse to accept any application for hire of any Council Facility.

Requests for casual/regular use should be on the appropriate online application form. Once received, a confirmation letter and permit will be forwarded to you. Payment must be made in full within 7 working days of receipt, unless otherwise arranged with Council.

If payment is not received within this time, the booking may be cancelled.

Hirers must undertake to comply with and use their best endeavours to ensure compliance with these conditions.

Security Bond

The Security Bond shall be held as security against damages to the building, furniture or accessories, and as a guarantee for maintaining a clean state, as well as the fulfilment of the conditions herein contained.

If the Facility is left in an unclean condition or damage is caused by the Hirer, the Council retains the right to withhold part or all of the security deposit towards any costs and if required the Hirer will be charged for any amount in excess of the security deposit.

In addition, the Security Bond may also be forfeited to the Council should the Hirer not comply with all the other conditions hereof, but without prejudice to any right of action by the Council against the Hirer for any breach hereof.

The Security Deposit is held in Council's Trust Account and will be refunded to the Hirer by Cheque within four (4) weeks of approval being granted by the Officer in Charge.

Payment

The payment will be set out in the Confirmation Letter, and include the cost of any insurance cover arranged by the Council, Key Deposit and the hire of the hall fee. **The Hire fees must be paid in full, within 7 days of receiving the Confirmation Letter**, unless otherwise stated in the Confirmation Letter.

The Council reserves the right to alter any existing hire charges or fix special charges for the hiring of the Hall or other rooms for any period.



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Insurance

The Hirer must obtain their own Public Liability Insurance Cover. You will be asked to produce a receipt for proof of such cover at the time of making your final rental payment. Such cover can be obtained through Council's insurers and a copy of the application form and policy can be provided upon request.

Hirers are required to provide their own insurance for goods/products intended for sale or display.

Indemnity

Council shall not be liable for any injury suffered at any function, nor for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of any such claim.

Hall Usage

Under no circumstances is the hirer to access the facility for purposes other than the approved use.

Cancellation fee

1. If a booking is cancelled less than four (4) weeks prior to the event or function 50% of the hire fee 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 \$99.75 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.

Key Collection and Return

The Hirer is to collect and return the key/s to the Council Corporate Centre, at 76 Royal Avenue, Sandringham. Arrangement for collection and return of the key is to be organised through the Council's Recreation and Events Department. Under no circumstances will the key be handed out prior to receipt of the full security bond and rental monies. The key must be collected during business hours, 8.30am to 5pm.



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Please note if the key is lost or not returned to Council the \$50 key deposit will be retained by Council and not refunded.

The Key Deposit is held in Council's Trust Account and will be refunded to the Hirer by cheque within four (4) weeks of approval being granted by the Officer in Charge.

Hall Equipment

The Council provides a number of trestle tables and chairs which are available for the use of the Hirer at no additional cost. To ensure that the equipment is available it is suggested that it also be booked at the time of the hall booking.

The Hirer may vary the arrangement of the seats, in conformity with the Regulations of the Department of Health. All equipment must be returned to its rightful place as directed by the Officer-in charge.

Please leave approximately 50 chairs in the small hall at the Beaumaris Community Centre.

The Council provides a fridge and hot water urn that are available for the use of the Hirer; these units are required to be switched on by the hirer.

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. Please ensure that the display of approved signage does not cause damage to the inside and/or outside of the building by nails, screws, adhesive fasteners or other attachments. Any repairs or cleaning to the building will be deducted from the security deposit and or billed to the hirer.

Obligations of Hirer

1. All types of confetti are banned on premises.
2. No smoking is permitted within the Council Facilities; if the smoke alarm goes off and the Fire Authorities come to the premises the hirer is liable to a \$2,000.00 fine.
3. The use of mist/smoke machines within the Facilities is prohibited.
4. Alcohol is not permitted to be sold within the Council Facilities without the prior consent of the Council and compliance with the requirements of the Liquor Licence Commission regulations. Any alcohol permitted on the premises must be consumed within the confines of the building.

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5. The Hirer must make every endeavour to ensure guests park vehicles in the off- street car parking areas that are available at Council Facilities. All parking of vehicles must be in accordance with the displayed parking signs. Parking is not permitted under the portico or along roadway adjacent to the Brighton Town Hall unless loading or unloading.
6. All music must cease no later than 12 midnight and the Facilities are to be cleaned and vacated by no later than 1.00am.
7. The Maintenance Co-coordinator, Hall Keeper, Health Surveyor and any other person whom the Council appoint must not be refused free access to any or every part of the building.
8. The Hirer may arrange their own caterers, D .J.'s, etc and no consent need be given from the Council.
9. The permissible noise levels shall comply with the relevant requirements of the Environment Protection Policy. The Hirer is to ensure that their use does not cause any disturbance to the peace and quiet of the neighbourhood and shall request guests to leave the premises in a quiet and orderly manner.
10. The provisions of the Licensing Acts, the Gaming Laws and all other Acts and Regulations of the State of Victoria must be strictly observed by the Hirer and by all persons using the Hall or other rooms, and the Hirer shall be responsible, to see that this condition is observed and will be held liable by the Council for any infringement thereof.
11. Public Sales – In the case of sales you must advise Regulatory Services Local Laws on – 9599 4422 or 9599 4419 in relation to advertising signage, banners etc. Note: Forklifts are not permitted in the Hall.

Should an authorised Officer be of the opinion that these conditions or any of them are not being observed during the period of any hiring and such breach is continued or persisted whether continuously or not. After an authorised Officer shall have given verbal notice thereof to the Hirer, or to that person or persons concerned with that commission, continuance or persistence of such breach of conditions, then an Officer shall be entitled or order and, if necessary, enforce the clearing and closing of the Hall and other rooms. All moneys paid to the Council by the Hirer either as hire or as a guarantee hereunder shall be forfeited and retained by the Council and no claim by reason of the said clearing and closing of the Hall and other rooms.

Cleaning and Maintenance

Good order shall be preserved at all times, and throughout the premises hired.

The floor, walls, or any part of the building shall not be damaged by nails, screws, adhesive fasteners or other attachments.



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The premises shall be left in a clean and orderly state and in accordance with the following cleaning requirements:

1. Sweeping of all hard floors and mopping where necessary;
2. Arrangement for steam cleaning or dry cleaning of carpets should spillage occur;
3. The cleaning of all kitchen appliances and equipment must be done. The bain-marie and fryer must be emptied and cleaned if used;
4. All rubbish, including bottles generated by the Hirer (internal and external) to be removed from the site and taken with you;
5. **It is the hirers responsibility to make sure that the caterer and or cleaner hired abide by the above.**

In the event that the Facility is damaged or left in an untidy or unclean condition, then the repair, cleaning or removal of rubbish fee will be deducted from the Security Deposit and the Hirer billed for any additional cleaning fee or repairs required.

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.