



Halls for Hire

CONDITIONS OF HIRE

INTRODUCTION

This policy outlines the terms and conditions for the use of Council Halls. Hire by individuals and group's is dependent on the adherence to the following terms and conditions.

Application for the use of a hall on a casual or permanent basis must be made on the form provided for that purpose by the Council.

Before lodging the Application Form, it is important that you read thoroughly and understand all Conditions of Hire and the appropriate Hire Fee relative to your intended use.

1. HIRING THE HALL

The Hire Fee shall be as specified on the Application Form. To hire the Hall, the Hirer must, at prior to the Hiring Date:

- 1.1. Complete and deliver the Application Form to Council; and
- 1.2. Pay to the Council the full Hiring Fee and Security Deposit.
- 1.3. Provide proof of currency of a \$5 million Public Liability Insurance Policy. (This facility could be arranged through Council - refer Item 9).

It is advisable to book the facility at least 60 days before the Hiring Date and that a deposit is paid at least 30 days before the hiring date. A booking is not confirmed until a deposit is paid.

Tentative bookings will not be accepted within one calendar month of the date of the proposed function. Tentative bookings will only be held for a period of seven days.

If an alteration or extension of hours has been approved, additional payments as specified shall be made by the Hirer at least three (3) working days prior to the function.

Council's hall hiring activity offers no free use or reduced cost options for users. Council does however support community groups in the organisation of activities, functions, seminars, etc. through its Community Grants Program. Further details on Council's Community Grants Program can be obtained from the Community Grants and Donations Program Coordinator, on 8571 5179.

1.4 Goods and Services Tax

The hirer must pay to the Council on demand the GST on any amount payable by the hirer to the Council under this Agreement. Each amount payable by the hirer to the Council under this Agreement is expressed net of GST.

2. SECURITY DEPOSIT (BOND)

A Security Deposit of an amount specified on the Application Form shall be paid by the Hirer together with a Hiring Fee. The Security Deposit may be retained by Council as a security for any damage, abnormal cleaning or breach of the conditions of hire of the hall (including the kitchen) or surrounding areas. The Hirer may also be liable for any amount in excess of the amount of the Security Deposit which is needed to cover abnormal cleaning costs of repairs required as a result of damage to the hall or any of its fittings, contents or surrounding areas during the period of hire.

3. USE OF THE HALL

The Hirer must comply with the following conditions in using the Hall:

3.1. Permitted Use:

The Hirer must only use the Hall for the use specified in the Application Form and not use the Hall for any other purpose.

The Hirer shall be entitled to use only those parts of the building specified in the Application Form.

The Hirer shall be responsible for supervising the departure from the Hall within one hour of the close of the function, of patrons, caterers, band members and any other persons. A charge will be levied if the Hall is not vacated on time.

3.2. Times of Use:

Closing times of venues will be specified on the application form and must be adhered to.

The Hirer must only use the Hall between the hours specified in the Application Form. If the Hall is used by the Hirer beyond those times specified, the Council may charge an additional fee to the Hirer or deduct the additional fee from any payment made by the Hirer to the Council.

3.3. Car Parking

Cars should be parked in legitimate parking places.

Drivers of vehicles should observe parking regulations and Council by-laws.

Parking is not permitted on private property without the consent of the owner.

Parking over driveways is prohibited.

3.4. Number of People in Hall:

The Hirer must not permit the number of the people in the Hall to exceed the maximum number specified in the Application Form to comply with Health Regulations.

The Hirer must contact Council, prior to the event, should there be a change to the amount of people attending.

3.5. Compliance with Laws:

The Hirer must comply with all local laws and relevant Council policies in connection with the Hall and the Hirers use of the Hall.

3.6. Signs and Notices:

The Hirer must not erect any signs or notices in the interior or exterior of the Hall without the Council's prior written consent.

3.7. Nuisance:

The Hirer must not do anything in connection with the Hall which may cause a nuisance or interference with any other person.

3.8. Local Residents' Privacy:

Local residents have a right to privacy and respect. Their property, including fences, plants or buildings, must not be damaged, altered or trespassed upon.

3.9. Noise:

The Hirer shall ensure that noise levels are kept to an acceptable level and within the Environment Protection Authority maximum limits.

All efforts should be made to ensure patrons leave the facility or reserve in a quiet and orderly manner. (Tooting of horns, excessive revving of car engines, shouting, loud singing and swearing are not allowed).

3.10. Heavy Equipment and Flammable Substances:

The Hirer must not bring any heavy equipment (including pianos) or inflammable substances into the Hall without the Council's prior written consent.

3.11. Non-Permitted Activities:

The Hirer must not permit any illegal activities in the Hall including lotteries and gambling.

Except when approval is granted by Council, the use of confetti, streamers, hot coals, ice, hay, fireworks, smoke making machines etc. straw or similar articles and selling of flowers shall not be permitted in the Hall.

Masking tape, sticky tape and staples are not to be used under any circumstance. The cost of removing such items will be debited against the security bond.

The use and erection of fittings and stage equipment must be approved by Council and all such items (including catering equipment) must be removed by 10.00 a.m. on the day following the day on which the function commenced.

No application of any substance, including wax is permitted in any Hall.

Spit Roasts may be permitted in the kitchen and in some outside areas when used by established caterers and at the discretion of Council.

Food is not to be served or consumed in hall foyers.

3.12. Protection of Floors:

Hirers shall carry out such directions as may be issued by Council for the protection of floors from stains or damage.

3.13. Alcohol:

The Hirer must not sell any alcohol in the Hall or allow any barrels or kegs of alcohol in the Hall without the approval of Council.

Before liquor may be sold in a hall the Hirer must obtain a liquor licence under the Liquor Control Reform Act 1998.

Liquor is not permitted to be served to people under the age of eighteen (18) years.

A person in a state of intoxication shall not enter or be permitted to enter or to remain in any part of a Hall.

3.14. No Smoking:

Council has a duty of care under the Victorian Occupational Health and Safety Act to protect all employees and the public from the ill effects of tobacco smoke, including the effects of passive smoking.

Therefore the Hirer **must not permit any persons to smoke** in the Hall, including storage areas and toilets. Hirer's risk losing their Security Deposit if it is found that they, or any member of their party, have been smoking in the Hall

3.15. Obstructions:

The hirer shall comply in every respect with regulations under the Health Act 1958 with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors or any other part of the building.

3.16. Animals:

The Hirer must not permit any animals to be brought into the Hall.

3.17. Police Attendance

The Hirer shall, when directed by Council, arrange for Police to be in attendance.

3.18. Council Directions:

The Hirer must comply with all requirements of the Council and all directions given by the Council representative when using the Hall.

3.19. Tables

Table cloths must be used on Council tables (table cloths are to be supplied by the hirer).

4. TERMINATION OF HALL HIRE

The Council may terminate the hiring of the Hall by the Hirer at any time if the Hirer:

- 4.1. has not paid the Hiring Fee or the Security Deposit within 60 days of the Hiring Date;
or
- 4.2. breaches any of the Hirer's obligations specified in these Conditions, with the forfeiture of any monies paid to the Council by the Hirer.

A hirer may cancel or transfer a booking by notification in writing to the Council within 60 days of the Hiring Date. If despite notification of cancellation or transfer of a function the Hall is not re-booked on the cancelled date, to another Hirer, one half of the total Hiring Fee payable will be retained by Council. If the Council is able to rebook the Hall, on the cancelled date, the Council shall refund to the Hirer the full amount of the Hiring Fee less the sum of forty five dollars (\$45.00) to cover the Council's administrative costs.

5. EMERGENCY

Where there is an emergency or risk to any persons in or about the Hall, the Council may terminate the hiring of the Hall immediately. Any monies paid by the Hirer to the Council will be retained by the Council except where the termination of the Hall Hire resulted from an act or omission of the Council.

6. COUNCIL'S RIGHT OF ENTRY

The Council may enter the Hall at any time and remain in the Hall for the purpose of supervising the functions or activities conducted by the Hirer.

7. REFUND OF SECURITY DEPOSIT

The Council will refund the Security Deposit to the Hirer within 30 days of the Hiring Date less any amount required by the Council to:

- 7.1. repair any damage to the Halls which occurred at any time when the Hirer had access to the Hall, regardless of how the damage occurred;
- 7.2. clean the Hall after the Hiring Date so that it is in the same condition it was in prior to the Hiring Date;
- 7.3. recover any other costs incurred by the Council due to a breach of these Conditions by the Hirer; or
- 7.4. recover any other monies due to the Council by the Hirer under these Conditions.

8. ADDITIONAL SECURITY DEPOSIT

The Council retains the right to demand from the Hirer any further monies to be held as a security deposit by the Council at any time up until the Hiring Date. If the Council demands additional monies, the Hirer must pay such additional monies prior to the Hiring Date.

9. INDEMNITY AND PUBLIC LIABILITY

All Hirers **must** have indemnity and public liability cover.

The Hirer shall in no way hold the City of Greater Dandenong or its officers, employees, agents or contractors in any way liable or responsible for any act, default or omission of any kind arising out of or in connection with the use of a hall resulting in any injury, illness or accident to any person or loss or damage to any property.

The Hirer hires and uses the Hall at the Hirer's own risk and releases the Council, to the extent permitted by law, against all liability and loss in connection with the Hall including where the Council terminates the Hiring of the Hall for any reason whatsoever. The Hirer must indemnify the Council against all loss and liability in connection with the Hiring of the Hall including any damage caused to the Hall or any loss, injury or death to any person in or about the Hall, except to the extent to which the Council is negligent.

The Hirer must provide a copy of their Public Liability Policy Statement to Council no later than when the balance of hire fees are due. Council has access to an Occasional Hire Policy at reasonable rates and unincorporated bodies may arrange this through Council or seek their own cover privately.

10. PERFORMING RIGHTS

The Hirer shall obtain all necessary consents and licences before producing or performing any dramatic or musical work or conducting any other activity which is subject to copyright. The Hirer also indemnifies the City of Greater Dandenong against any claim arising in respect of breach of copyright or infringement of any other form of intellectual property.

11. HIRER'S OBLIGATIONS AT THE END OF THE HALL HIRE

Before the Hirer vacates the Hall, the Hirer must:

- 11.1. leave the Hall and surrounding areas, including car parks, in the same condition they are prior to the Hiring Date including cleaning the Hall and removing all rubbish and anything belonging to the Hirer, caterers or other persons from the Hall;
- 11.2. clear and clean all tables at the end of the function (the floors will be cleaned by the Council staff however excessive cleaning may attract an extra charge. The need for excessive cleaning will be determined by the Coordinator);
- 11.3. ensure waste water from cleaning is to be disposed of to the sewer;
- 11.4. ensure no liquid or solid waste is to be swept or washed into storm water drains;
- 11.5. ensure to lock and secure the hall prior to leaving;
- 11.6. turn off all lighting (except security lighting), switch off all gas and electrical equipment prior to leaving; and
- 11.7. return the keys to the Hall to the Council by 10.00 a.m. on the next weekday (excluding public holidays) after the Hiring Date.

The Hirer will not be permitted to have access to the Hall on the day following the Hiring Date unless such access has been agreed to by the Council and the Hirer pays to the Council such additional charge as the Council may determine.

12. THE KITCHEN

The hirer must ensure that the kitchen is left clean and is to communicate the following requirements to the caterers, kitchen staff and/or volunteers:

- 12.1. All benches, sinks, ovens, stove tops, deep fryers and grill plates to be left clean, free of food and grease;
- 12.2. Bain-marie emptied and left clean;
- 12.3. Dish washer emptied, left clean and free of food particles;
- 12.4. Fridges emptied of all food and left clean;
- 12.5. Rubbish bins emptied;
- 12.6. Floors to be swept mopped and left free of grease and oil.

The kitchen will be inspected by a Council representative at the end of the function to ensure all cleaning tasks are completed. The hirer may be charged for any extra cleaning that is not completed at the conclusion of the function.

13. LIABILITY OF PERSON SIGNING APPLICATION FORM

Where a person signs the Application Form on behalf of the Hirer, which is an incorporated body (such a company or incorporated association) the person signing the Application Form:

- 13.1. warrants that he or she is authorised to sign the Application Form on behalf of the Hirer; and
- 13.2. guarantees that the Hirer will strictly observe and perform its obligations in these Conditions,

and will pay to the Council on demand any money for any loss suffered by the Council due to a breach of these Conditions by the Hirer.

14. UNDER AGE FUNCTIONS (Under 18 years of age)

All functions MUST be in the name of an adult and any person under the age of eighteen (18) years is to have an adult as Guarantor who must complete the Application Form in their name. The applicant must be aware that the person who signs the document is legally responsible for the condition of the Hall and any damage that may occur.

Additional Conditions for Under Age Functions:

- Supervision must be undertaken by adults over the age of eighteen (18) years.

15. REFUSAL TO HIRE

It shall be at the discretion of Council to refuse to hire the Halls or other rooms in any case, and notwithstanding that the Hall or other rooms may have been hired or that these conditions may have been accepted and signed, and the hire fee and any deposit paid, the Council shall have full power if it sees fit to cancel such hiring and direct the return of the Hiring Fee and Security Deposit so paid and the Hirer hereby agrees in such cases to accept the same and to be held to have agreed to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

16. DISPUTES

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

17. BREACHES

Should the Hirer breach any of the Conditions outlined this may jeopardise future hire and may not be permitted to utilise Council facilities in the future.

18. KEYS

Keys for the Halls other than the Main City Hall complex may be obtained from the Springvale Council Offices or Dandenong Council Offices for weekday and night functions between the hours of 9.00 a.m. and 4.00 p.m. on the day of the function and, for a weekend booking, on the Friday before the function. Keys will not be issued for the Main City Hall Complex.

19. POWER RESTRICTIONS

The Hirer may make arrangements for the use of a generator to supply power to the Hall in the event of restrictions to normal power supplies, provided always that such arrangements shall be subject to approval by the Facility Management Co-ordinator of the City of Greater Dandenong as to the type of generator, the placement of the generator and any other matters relating to its use. An approved qualified electrician shall be present at all times when the generator is in operation. All costs associated with the provision and operation of the generator shall be borne by the Hirer.

20. EMERGENCY TELEPHONE NUMBER

Any emergency occurring in the hall during the period of hire shall be reported to Council by telephone (☎ 8571 5100).

21. CHANGE OF CONDITIONS

Council reserves the right to change any of the above mentioned Conditions and will discuss the changes with the regular Hirer prior to implementing the changes.

22. DEFINITIONS

In these Conditions, the following words have the meanings set out below:

“**Application Form**” means the application form at the front of the Conditions.

“**Booking Deposit**” means the amount specified in the Application Form.

“**Council**” means the Council specified in the Application Form, including its officers, employees, agents or contractors in any way liable or responsible for the booking and hiring of Halls.

“**GST**” means any consumption tax imposed by Government whether at point of sale or some other specified occurrence, by whatever name and includes a goods and service tax, a broad-base consumption or indirect tax or value added tax.

“**Hirer**” means the hirer specified in the Application Form and where it is consistent with the context includes the hirer’s employees, agents, invitees and persons the Hirer allows in the Hall.

“**Hiring Date**” means the hiring date specified in the Application Form.

“**Hiring Fee**” means the hiring fee specified in the Application Form.

“**Security Deposit (BOND)**” means the security deposit specified in the Application Form.

“**Abnormal cleaning**” means excessive spillage of food and drinks, etc. which will be regarded as abnormal and the Hirer shall be liable on demand by Council or authorised officer to pay the full cost of such excess cleaning.



NOTE:

It is the Hirer’s responsibility to read the General Conditions of Use carefully and ensure they understand each section within the document and seek clarification if any section is unclear.

This will ensure that there is no misunderstanding on the part of the Hirer and that loss of Security Deposit or other penalties will not be incurred through misinterpretation of this document.

If you have any enquiries regarding clarification of the General Conditions of Use for the Hire of Council Halls, please contact Council’s Civic Facilities Coordinator on 85715340, visit our Customer Service Centres, or write to The Chief Executive Officer, City of Greater Dandenong, P. O. Box 200, Dandenong, 3175.

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