



CONDITIONS OF HALL HIRE

The Council grants the hire of halls subject to the following conditions:

1. Application

The right to use the hall is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions.

2. Security Bond

Unless otherwise endorsed by an appropriate Council officer in the hire agreement, a security bond in the sum specified in the hall hire agreement shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Chief Executive Officer (or Nominated Officer) to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within four (4) weeks of the use of the premises.

3. Bookings

The full payment shall be paid to the Glenelg Shire Council at least 14 days prior to the function. We prefer direct credit BSB 083-957 Acc 94380 0521 Reference: Civic Hall, Date of Booking and Hirer name.

4. Use of Hall After Engaged Time

If the area is not vacated by the nominated time, the hirer shall forfeit the entire security bond. Every consideration must be given by the people vacating the area to the residents who live nearby, as far as minimising noise and unruly behaviour.

5. Cancellation of Booking

Any cancellation of a booking for the hire of the premises shall be made at least 14 days prior to the date of the function otherwise a cancellation fee of 50% of the total hire cost will be levied. Any cancellation within 24 hours prior to the date of the function will result in a cancellation fee of 100% of the total hire cost being levied.

6. Public Liability Insurance

The hirer shall at all times during the Agreement Term, be the holder of a current Public Liability Policy of insurance (“The Public Liability Policy”) to cover legal liability parties for personal injury or property damage as a result of an occurrence in connection with the business of the insured, as specified in the public liability policy in the name of the hirer providing coverage for an amount of at least \$10 million dollars (\$10,000,000).

The Public Liability Policy shall extend to cover the Glenelg Shire Council (the Principal) in respect to claims for personal injury or property damage arising out of negligence of the hirer.

(i) Public Liability Insurance – Casual Hirer Scheme

The Glenelg Shire Council holds a Casual Hall Hirers Public Liability Policy that is available to individuals or groups, for non-profit making activities, that do not have existing public liability insurance at a cost of \$11.50.

The policy is limited and does not provide coverage to the following activities:

- Amusement structures (such as animal rides, amusement ride/devices or inflatable recreational equipment).
- Products liability - property damage or personal injury caused directly or indirectly by manufacture, sale or supply of children’s toys and second-hand electrical items or tools. Trader Permit Holder products are not covered by the policy.
- Sexual Abuse – any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof.
- Security Personnel – personal injury or property damage arising directly or indirectly out of or caused by security personnel.
- Fireworks / Pyrotechnics – personal injury or property damage arising directly or indirectly out of or caused by fireworks/pyrotechnics.
- Rock/Pop concerts – personal injury and/or property damage of any person caused by or arising out rock and/or pop concerts.
- Child minding / childcare services – personal injury or property damage arising out of child minding or childcare services/activities
- Stall holders Sporting Activities – personal injury or property damage arising out of sporting activities and/or demonstrations conducted by stallholders
- Buskers Participation – personal injury or property damage arising from any participation by spectators
- Buskers excluded activities – personal injury or property damage arising from use by buskers of knives, swords (including theatrical knives and swords) or any activity involving the use of fire
- Total Listed Human Disease Exclusion

This policy is only available to hirers that meet the above criteria and where payment of the appropriate fee has been paid prior to the hire.

7. Principals Indemnity

The hirer agrees to indemnify and to keep indemnified the Glenelg Shire Council, its servants and agents (the Principal), and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors of omission of the hirer. The hirer's liability to indemnify the Glenelg Shire Council shall be reduced proportionally to the extent that any act or omission of the Glenelg Shire Council, its servants or agents, contributed to the loss of liability.

8. Risk Management

A Risk Management Plan must be completed by the hirer and lodged with Council at least 14 days prior to the proposed function. Access to the facility will be prohibited without a completed plan.

9. Acts and Regulations

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law or Regulations made thereunder, and shall be liable for any breach of such Acts, Local Law or Regulations. All other Statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the user and the notices given to the proper officers.

10. Obstructions

The hirer shall comply in every respect with regulations under the Health Act and Victorian Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

11. Permission To Occupy

- (a) The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the hire agreement and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
- (b) The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

12. Assignment

Hirers who are granted permission to use the halls shall not assign the right of use to any person, organisation or body.

13. Adult Supervision

Hirers under the age of 21 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

14. Seating

The hirer may under supervision of the hall-keeper, vary the arrangement of the seats in any hall provided that they are arranged in conformity with the Public Health Regulations.

15. Gambling

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or Equivalent, providing relevant permits have been obtained.

16. Police

The hirer shall, when so directed by the Chief Executive Officer (or nominated officer) arrange for police attendance.

17. Determination

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council.

18. Theft

Neither the Council nor its servants shall be liable 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 any 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 such article or thing.

19. Refusal To Grant Hire

It shall be at the discretion of the Chief Executive Officer (or nominated officer) to refuse to grant the hire of a hall in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions

may have been accepted and signed and the fees and deposit paid, the Chief Executive Officer (or nominated officer) shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

20. Cancellation and / or disruption due to Municipal Emergency Response

The Chief Executive Officer (or nominated officer) may cancel or disrupt any hire without notice (including part-way through the hire), if the facility is required as a result of a municipal emergency. Wherever possible, Council will provide as much notice as possible to any potential cancellation or disruption and endeavour to make alternative arrangements.

21. Good Order

- (a) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.
- (b) No inappropriate or disorderly behaviour or damage to property shall be permitted in any part of the building.

22. Cleanliness

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

23. Damages

- (a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. Tape is not to be used in any areas of the Hall to secure items.
- (b) The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

24. Signage

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Chief Executive Officer (or nominated officer).

25. Decorations Stage Fittings

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the Chief Executive Officer (or nominated officer). All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

26. Smoking

Smoking is not permitted in any council building.

27. Removal of Garbage

It is the hirer's responsibility to remove rubbish from the building that cannot be contained within the bins provided. Where the function is likely to produce large quantities of rubbish, it is recommended that the hirer contact a local garbage collection provider to arrange for a pick-up service, which is to be paid for by the hirer.

28. Power, Lighting, Gas and Heating

The Council does not have any auxiliary plants and, in the event of any restriction being imposed by the statutory bodies concerned, the hirer at his own expense may make arrangements for temporary supplies, subject to the approval of the Chief Executive Officer (or nominated officer) of both the type of temporary installation and the placing thereof.

29. Liquor

The sale of liquor on the premises (sale includes liquor provided as part of the admission price) is forbidden unless the hirer obtains a Temporary Limited Liquor License from Responsible Alcohol Victoria. A copy of the license must be provided to the Chief Executive Officer (or nominated officer) prior to the use of the premises.

30. Subject Of Entertainment

The Chief Executive Officer (or nominated officer) may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the premises.

31. Free Access

Any officer or employee of the Council whom the Chief Executive Officer (or nominated officer) may appoint shall at all times be entitled to free access to any and every part of the building.

32. 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 Chief Executive Officer (or nominated officer) thereon shall be final and conclusive.

33. Performing Rights

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Glenelg Shire Council against any claim for breach of copyright or any other action herewith.

34. Kitchen Facilities and Appliances

No commercial food preparation can be carried out in the facility unless conducted by a registered food premises in accordance with the Food Act.

Caterers and hirers shall not take into the kitchen or any part of the hall or use any gas or electrical appliances not supplied by Council (e.g. No spit roasts, portable deep fryer, hotplates etc).

Any catering requisites, appliances or fittings shall be removed from the building immediately after the function and if not so removed, the hirer shall pay such sum as the Chief Executive Officer (Or Nominated Officer) may fix for each day or each portion of a day whilst such property remains in the building.

Please contact Glenelg Shire Councils Public Health Unit to discuss your obligations 03 5522 2229 or email health@glenelg.vic.gov.au

35. Restricted Areas

Entry to restricted areas is not included as part of this hire agreement and is prohibited by unauthorised persons.