



VENUE HIRE TERMS, CONDITIONS and APPLICATION. SPECIAL CIRCUMSTANCES

Applicable to Public Halls or Shire Offices;
Birchip - Charlton - Donald - Wycheproof

Senior Citizens Rooms;
Charlton - Donald - Wycheproof

IMPORTANT INFORMATION COVID - 19

As the COVID-19 situation continues to evolve, Council is taking a proactive approach to ensure the health and safety of our community. When hiring a council owned building, please ensure to:

- * keep 1.5 metres between each other (4 square metre rule)
- * practise good hygiene
- * have an attendance sheet - this must be supplied to council on completion of your function
- * provide Council a COVID safe plan - for more information visit DHHS website: www.coronavirus.vic.gov.au/covidsafe-plan

1. APPLICATION

Any person or persons over the age of eighteen years wishing to hire any of the above named facilities (hereinafter referred to as "the Venue") can apply either by telephone 1300 520 520 or in person at the Wycheproof Office.

Written confirmation is required by the applicant who must complete the "Application for Hire – Casual Hire or Regular Users Hire" form ("the Application") as documented by Council.

The Application form must be returned either by email to: buloke@buloke.vic.gov.au or mail Po Box 1, Wycheproof, Vic, 3527

2. NOTICE OF CONDITIONS OF HIRE

Applicants must read in full the "Venue Hire Terms and Conditions" and on signing the Application, acknowledge that this notice has been received and examined by them, and that they are fully aware and agree to the conditions, indemnities and other authorities as documented in this notice.

3. VENUE USAGE

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

4. SECURITY DEPOSIT

The Hirer will pay a security deposit at the time of lodging the Application form or by arranged agreement. The security deposit shall be held as security against damage, cleanliness, including but not limited to, the removal and/or damage of kitchen or other items supplied by Council as defined in the list of inventory.

If the Venue 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. The condition of Venues will be checked against the relevant Venue Checklist. Checklists are available on request to Buloke Shire Customer Service, 1300 520 520.

If any damage takes place, the Council's assessment of damage shall be taken as final, without right of appeal, and such sum shall be deducted from any deposit held by Council for the function. If such sum is more than the amount of any deposit held, the Hirer, upon request, shall forthwith pay to the Council the balance of the cost of repairing such damage.

The security deposit will be refunded to the Hirer within four weeks of approval being granted by an authorised Council Officer after the venue has been inspected.

5. DAMAGE

The floor, walls, curtains, or any other part of any hired venue including any fittings or furniture shall not be broken, pierced by nails, or screws, or in any manner or in any other way damaged or removed.

All Fire extinguishers supplied by Council as part of this hire agreement shall not be discharged or tampered with in any way except that the fire extinguishers may be discharged in the event of a fire at the venue.

6. SEATING

The Hirer, under supervision of an authorised Council officer, may vary the arrangement of seats in the Venue and/or rooms provided that they are arranged in conformity with the Victoria Building Regulations.

All hirers shall be responsible for setting tables, chairs, etc in the manner required for their use. Chairs and tables should be lifted into position – any marking of floors as a result of incorrect use will be at the cost of the Hirer.

All chairs, tables etc, must be replaced to their original positions after use.

7. MAXIMUM ACCOMMODATION

The maximum number of persons, who may be accommodated, varies according to the facility in use, and the type of function. The maximum capacity must not be exceeded.

- ❖ **Birchip Main Hall - maximum 250 people**
- ❖ **Birchip Supper Room – maximum 30 people**
- ❖ **Charlton Main Hall – maximum 300 people**
- ❖ **Charlton Supper Room - maximum 80 people**
- ❖ **Charlton Senior Citizens Room – maximum 50 people**
- ❖ **Donald Main Hall – maximum 250 people**
- ❖ **Donald Supper Room – maximum 80 people**
- ❖ **Donald Senior Citizens Room – maximum 50 people**
- ❖ **Wycheproof Hall – maximum 250 people**
- ❖ **Wycheproof Supper Room – maximum 80 people**
- ❖ **Wycheproof Senior Citizens Room – maximum 50 people**

8. LIMIT OF HIRING

The Hirer shall only be entitled to use the specified part or parts of the venue hired, and the Council reserves the right to let any other portion of the venue for any other purpose or purposes at the same time.

9. REFUSAL TO LET

It shall be at the discretion of the Council to refuse to let a venue, in any case and notwithstanding that the venue may have been let or that these conditions may have been accepted and signed, and the rent and any deposit paid.

The Council shall have full power if it sees fit to cancel such letting and direct the return of the rent and/or deposit so paid. The Hirer 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.

10. MUNICIPAL FUNCTIONS

An authorised Council officer has the authority to cancel any bookings made for any venue when the same are required for Council functions, municipal elections, State or Federal elections and notwithstanding that the hall and/or rooms may have been let or that these conditions may have been accepted and signed and the fees and/or deposit paid to the Council.

The authorised Council officer may direct the return of funds received. The Hirer agrees in such case 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.

11. LIQUOR

- a) If the hirer proposes to have liquor at the function, it must make the necessary enquiries with the Victorian Commission for Gambling and Liquor Regulation as to whether a 'Liquor License' is required for alcohol to be present at the respective function.
- b) If a license is required by the Victorian Commission for Gambling and Liquor Regulation, a copy of this document must be provided to the Council at least one week prior to the function.
- c) No drink carriers or devices which may cause damage to the floor may be used in the hall.
- d) Hirers of the venue must take care to avoid any spillage; however should this occur, the hirer must notify an authorised Council officer as soon as possible of the incident, so the necessary action can be taken to clean the area in question.

12. POWER, LIGHTING AND GAS

The Council does not have any auxiliary plants. 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. Approval of an authorised Council officer for both the type of temporary installation and the placing thereof is required.

13. DISORDERLY BEHAVIOUR

No spitting, obscene, insulting language, disorderly behaviour or damage to property shall be permitted in or to any part of the building.

14. POLICE ATTENDANCE

The hirers shall, when so directed by an authorised Council officer, arrange for police attendance.

15. GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any portion of the venue without first obtaining the consent of the Council and any permit as may be necessary from the Victorian Commission for Gambling and Liquor Regulation and/or other applicable authority. The Gaming Laws must be strictly observed by the Hirer and by all persons using the venue. The Hirer shall be responsible, to see that this condition is observed and will be liable by the Council for any infringement thereof.

16. SUB-LETTING

No portion of the venue hired shall be sub-let or any tenancy transferred or assigned without the written consent of an authorised Council officer.

17. OBSTRUCTIONS

The Hirer shall comply in every respect with all relevant Acts, Regulations and Local Laws with regards to venues for the prevention of over-crowding and obstruction of gangways, passages, corridors or any other part of the venue. Any person causing an offence will be held responsible and liable for any injuries caused and shall be removed from the venue.

18. LIGHTING OF EXITS

All exits shall be illuminated and no variation shall take place except in accordance with prior arrangements approved by an authorised Council officer.

19. OPEN FLAME LAMPS OR INCENDIARY DEVICES

No open flame, including but not limited to candles, kerosene or spirit type lamps, shall be used in any part of the venue without an authorised Council officer's permission following a review of the process and type of lamps proposed to be utilised by the Hirer.

Smoking is not permitted in any venue.

20. THEFT/DAMAGE OF ITEMS

The Hirer agrees to indemnify Council and its Staff against liability for items lost or damaged:

- a) By the Hirer, or any person, firm or corporations supplying any object to the Hirer.
- b) By any person who either has attended the function and/or assisted with the preparations for such function.

21. BREACHES

Any person committing a breach of any one or more of these conditions is liable to be expelled from the venue regardless of whether or not he/she may have paid for admission, or hire of the venue.

22. PERFORMING RIGHTS

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

23. INSURANCE

- a) The Hirer of any venue or other facility shall not do, nor neglect to do, nor permit to be done, nor leave undone, anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the venue.

The Hirer agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.

- b) The Hirer will insure its sets, costumes, properties and equipment and all goods and materials of any kind brought into, sold, displayed or provided at the venue in connection with the function. The Hirer will produce to the Council proof of such insurance as required.
- c) The Hirer is responsible for worker's compensation insurance for its employees. The Hirer will produce to the Council proof of such insurance as required.

24. PUBLIC LIABILITY INSURANCE

- a) The Hirer/User shall at all times during the agreed Term, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") in respect of the activities specified herein in the name of the Hirer/User providing coverage for a minimum sum of \$10 million (or more). The Public Liability Policy shall be effected with an insurer approved by the Council.

The Public Liability Policy shall cover risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer/User.

- b) The Hirer is to provide to the Council, a Certificate of Currency of the Hirer's own Public Liability Insurance cover for the event, before the facility can be used.
- c) In the event of the Hirer not being able to provide the Certificate of Currency from their insurers, Council may, at its discretion, offer insurance from a "Public/Products Liability Insurance Scheme - Hirers of Council Owned or Council Controlled Facilities" for various hirers of Council owned or controlled facilities.
- d) Hirers are required to review the policy exclusions as stated in the policy document for this Scheme (QBE Insurance Broadform Liability QM 192 (0506)) and note the following additional exclusions:
- e)
- Participation risk in sporting activities
 - Amusements (children's rides, animal rides, amusement rides and devices, inflatable recreational equipment)
 - Grandstands
 - Sub Contractors
 - Security Personnel
 - Child Molestation
 - Excludes Products Liability in respect of children's toys
 - Terrorism Risks
 - Electronic Data
 - Fireworks
 - Rock/Pop Concerts

NOTE: Property in Physical or Legal Control is limited to \$50,000

- f) 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 (eg. A band engaged for a wedding reception). Hirers should ensure that these other parties have in place their own public liability insurance.

The Hirers have a **duty of care** towards any person attending an event at the venue, use it an orderly manner and not place any person or property at risk to injury or damage.

- g) The hire activity is limited to a maximum period of five (5) consecutive days. Coverage for longer periods may be available and should be referred to Council's Insurance Officer. An additional premium may be required by the insurer for longer periods.
- i) Hires that involve attendance of more than 1,000 are not automatically covered. Coverage may be able to be obtained upon referral to Council's Insurance Officer. These may be subject to an additional premium as determined by the insurer.
- h) Public Liability coverage is offered to Hirers only when a hiring agreement is in place, however there is no requirement that a hiring fee is to be charged. It should be clear from the hiring agreement or Council documentation that the hirer has no other insurance in place and that cover is required under the Hirer's policy.
- j) There is no Public Liability coverage available where the hire is part of a festival/event or rock concert / concert. The event organiser should be required to affect their own insurance. They may be able to access coverage via the Community Insurance website being www.communityinsurance.com.au
- k) There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity. Council is able to provide public liability insurance cover for entities for venue hire where there is no monetary gain derived from the actual hire activity, and for Not for Profit (NFP) entities who may charge for fund raising purposes.
- l) If in any doubt as to whether a hirer or the hire activity can be covered under this policy, please refer such questions to Council's Insurance Officer.

25. INDEMNITY

The Hirer/User agrees to indemnify and to keep indemnified, the Council, its servants and agents, 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/Users performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the Hirer/User.

The Hirers/Users liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

26. POST FUNCTION CLEANING

The Hirer shall leave the venue, including the venue kitchen and any other rooms and areas, in a tidy condition and all fixtures in good order and condition, and shall immediately place all refuse, rubbish and waste matter, in plastic bags and placed into the garbage bins outside the building. If this is not done, Council shall be entitled to have the venue cleaned or put in order and the cost of doing so will be charged or deducted from the security deposit. If such sum is more than the amount of any deposit lodged, the hirer, upon request shall forthwith pay to the Council the balance of the cost of repairing such damage.

Any stains on the carpets must be reported as soon as practical.

The venue floor is to be swept only and not washed or cleaned with solvents.

It is the Hirer's responsibility to make sure that any caterer and/or cleaner hired abide by the above.

27. KITCHEN FITTINGS AND APPLIANCES

Caterers and Hirers shall not take into the kitchen or any part of the venue, or use any gas or electrical appliances not supplied by the Council (eg. No spit roasts, portable deep fryer, hotplates etc) unless written permission has first been obtained from an authorised Council officer.

Any catering requisites, appliances or fittings shall be removed from the venue immediately **after** the function and if not so removed, the Hirer shall pay the scheduled fee for each day or portion of a day, whilst such property remains in the venue.

The Hirer must ensure that when leaving the kitchen at completion of the event:

- ✓ All appliances are turned off;
- ✓ All food removed and cleaned out from fridges, coolrooms, ovens & microwaves;
- ✓ All surfaces wiped down and the floor swept and washed if needed;
- ✓ All utensils/crockery must be left in good order and clean condition; and
- ✓ All refuse; rubbish and waste matter must be put into plastic bags and placed into the garbage bins outside the building.

If this is not done, Council shall be entitled to have the facility cleaned or put in order and the cost of doing so will be charged or deducted from the security deposit. If such sum is more than the amount of any deposit lodged, the hirer, upon request, shall forthwith pay to the Council the balance of the cost of repairing such damage.

It is the Hirer's responsibility to make sure that any caterer and/or cleaner engaged by the Hirer abide by the above.

28. MANAGEMENT OF HALL OR OTHER FACILITIES

The Hirer and persons under his direction shall forthwith obey all directions or orders given by the Council's staff as to the management of the venue or other facility and functions being conducted therein.

29. 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 an authorised Council officer thereon shall be final and conclusive.

30. CONDITIONS OF HIRE

Hirers are advised that these conditions of hire may be altered or varied by the Council by written notice at any time.

31. FEES AND FEE WAIVER REQUESTS

Fees are charged in accordance with the Buloke Shire Council Fees and Charges published in the Annual Budget, available from www.buloke.vic.gov.au or by calling 1300 520 520. Fees and Charges are reviewed annually and take effect 1 July annually.

Eligible community groups and not for profit organisations may in writing to the Buloke Shire Council, request for fees to be waived. These requests can be emailed to buloke@buloke.vic.gov.au or sent to Buloke Shire, P O Box 1, Wycheproof, Vic, 3527.

32. PRIVACY

Council collects information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed; however you may access this information by contacting Council.

Definitions for the purpose of this document:

Venue	any Buloke Shire Council property and/or areas identified by Buloke Shire Council to the Client within the Venue Hire Agreement for the purposes of the event;
Hirer	a person or body and includes but is not limited to their servants, agents, employees or contractors.
Approved Use / Use	the use of the venue as detailed in the application of the Venue Hire Agreement;
Authorised Officer	a person determined by Council as having particular authority;
Event	the event which is the subject of the Venue Hire Agreement;
Fees	the Fees and Charges as itemised in Appendix A, Buloke Shire Council Budget. These fees are subject to annual review, and take effect 1 July each year.

Wayne O'Toole
Chief Executive Officer



COUNCIL BUILDINGS - APPLICATION FOR HIRE CASUAL HIRE OR REGULAR USERS

Office Use Only
Records Department

File No:

Document No:

APPLICANT DETAILS

Name of Applicant: _____
(Organisation/Club/Group/Individual)

Name of Contact: _____ Telephone No. _____

Address: _____

Email Address _____

VENUE

Town: Birchip Charlton Donald Wycheproof

Building: Hall Senior Citizens Shire Office

Room Required: Main Hall Supper Room Meeting Room Kitchen Other: _____

FUNCTION DETAILS

Type of Function/Event: _____

CASUAL HIRE

Number of Attendees:

Setup: Date: _____ Time/Start: _____ Time/Finish: _____

Function: Date: _____ Time/Start: _____ Time/Finish: _____

Cleanup: Date: _____ Time/Start: _____ Time/Finish: _____

REGULAR USER

First Booking for the year: _____ Last Booking for the year: _____

Hire Details: _____
(e.g. each Monday or every 2nd Tuesday or 3rd Wednesday of each month)

OR
please provide individual dates below

Function Time/s Day _____ from _____ to _____

Day _____ from _____ to _____

Preparation: Half hour either side of function allowed for setup/tidying at no cost

Are bookings required during school holidays? Yes No

COUNCIL BUILDINGS - APPLICATION FOR HIRE CASUAL HIRE OR REGULAR USERS

HIRE CHARGE

	Fees
Venue \$	
Supper Room \$	
Kitchen \$	
Senior Citizens \$	
Security Deposit \$	
TOTAL \$	

Fees and Charges are reviewed annually and are effective from 1 July each year.

Currently fees are available at www.buloke.vic.gov.au Fees and Charges or by contacting 1300 520 520.

Please refer to <http://www.buloke.vic.gov.au/Book-a-Venue> or call 1300 520 520 regarding hire charges for Buloke community groups.

In making this Application for the use of the premises set out in the schedule above for the times specified, it is hereby acknowledged that the document "Buloke Shire Council Venue Hire Terms and Conditions" has been received and examined. We are fully aware of and accept that should this application be approved, the conditions, indemnities and other authorities and requirements set out in that document become part of the Agreement to hire the facilities mentioned in the Application.

I undertake to be bound by and comply with these conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this Application shall comply with these conditions.

I have read and understood the Terms and Condition of Venue Hire

Signature: _____ Date: _____

For and on behalf of: _____
Organisation/Club/Group if applicable

Signed by Council Officer (CSO): _____

OFFICE USE ONLY

Lodgement Date: _____ Officer: _____

Copy of Public Liability Insurance - Certificate of Currency Attached: Yes No N/A

Food Registration Certificate (only if food is being served at function) Yes No N/A

Bond Invoice Processed Yes No N/A

Copy of Liquor Licence Attached: Yes No N/A

Payment Received Date

Bond Refunded Date

Privacy collection notice

Council collects your personal information for the purposes specified on this form and directly related purposes. Incomplete information on the form may result in Council not being able to process your application. Information provided on this form is kept securely and Council may disclose this information to other organisations if required or permitted by legislation. The applicant understands that the personal information provided is for the use by Council and that they may apply to Council for access and/or amendment of the information or make a complaint by contacting Council on 1300 520 520 or email buloke@buloke.vic.gov.au.