

CONDITIONS OF HIRE FOR COMMUNITY FACILITIES

1. MANAGING AUTHORITY

The managing authority is the organisation with the delegated responsibility to manage the use and bookings of the facility. In the majority of facilities throughout the Shire, the managing authority is the relevant Committee of Management. In some cases, Council directly manages some facilities and is therefore, the managing authority.

2. HIRING OF COMMUNITY FACILITIES

The managing authority is responsible for the booking and allocation of the facility. Hirers are requested to contact the appropriate managing authority for all facility bookings. All bookings are to be made via the appropriate application form.

3. PERMITTED USE

The hirer must only use the facility for the use specified in the application form and not for any other purpose. The hirer shall be entitled to use only those parts of the facility specified in the application form. The hirer shall be responsible for supervising the departure from the facility within one half (1/2) hour of the close of the function or activity, of patrons, caterers, band members and any other persons. A charge will be levied if the facility is not vacated on time.

4. TIMES OF USE

The facility will close by 11.00 pm on weeknights and 12 am on weekends unless:

- a) A liquor licence or a planning permit already exists which allows later closing.
- b) A later closing time has been negotiated with the managing authority and written confirmation has been obtained.

The hirer must only use the facility between the hours specified in the application form. If the facility is used by the hirer beyond those times specified, the managing authority may charge an additional fee to the hirer or deduct the additional fee from any payment made by the hirer to the managing authority.

5. UNDERAGE 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 facility, and any damage that may occur. Supervision of the activity must be undertaken by adults over the age of eighteen (18) years.

6. PAYMENT OF FEES AND CHARGES

All fees and charges for the use of a facility are to be paid by the hirer before the date of hiring, online via Visa or Mastercard or at a Council service centre by cheque or cash.

Council reserves the right to cancel the booking should this condition not be observed. Non-payment of hire fees and charges may result in the hirer being excluded from future usage.

7. SECURITY BOND

The security bond shall be held as security against damage and cleanliness of the building, furniture, or accessories, and as a guarantee for the fulfillment 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 the security deposit towards any costs and if required the hirer will be charged for any amount in excess of the security deposit.

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 two weeks of the use of the premises.

8. INSPECTION OF FACILITY

It is the responsibility of the hirer to inspect the condition of the facility (hall, stadium etc), immediately prior to occupation and determine whether it is fit for its intended use. If deemed unsafe, the facility must not be used and any unsafe conditions reported to the Managing Authority immediately. Contact phone numbers are located at the end of this document.

9. SIGNS AND NOTICES

The hirer must not erect any signs or notices in the interior or exterior of the facility without the managing authorities' prior written consent.

10. PROTECTION OF FLOORS

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

11. FOOD HANDLING

All hirers that handle food, including alcohol, must have a current Food Act Registration certificate authorised by Council's Environmental Health section. For more information, please contact Council's Environmental Health Officer on phone (03) 5755 0555.

12. LIQUOR

12.1 Liquor for Sale.

Any hirer wishing to sell liquor at the facility must obtain the appropriate licence/permit from the Liquor Licensing Commission. Any sales or charges for liquor, and the storage of liquor on the facility must be in accordance with the licence/permit from the Liquor Licensing Commission. Hirers wishing to sell liquor on the premises must apply directly to the Liquor Administration Board, and a copy of the permit presented to the managing authority prior to the hire.

12.2 B.Y.O.

Hirers wishing to consume liquor on the premises must apply directly to the POLICE LICENSING SERGEANT at the relevant local Police Station. A Party Register Form has to be completed and returned with these forms or directly to the local police station.

12.3 Victorian Legislation – Liquor Control Reform Act

It is an offence for a person under 18 years of age to be supplied with, or bring alcohol into a public facility.

13. OTHER LICENCES AND PERMITS

The hirer must ensure that no games of chance are played, raffles conducted, tickets sold, or any other activity is conducted at the facility without the appropriate permits, licenses or approvals having been obtained.

14. 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 Alpine Shire Council against any claim arising in respect of breach of copyright or infringement of any other form of intellectual property.

15. BEHAVIOUR OF USERS

The hirer of the facility is responsible to ensure that the behaviour of all those attending, participating or spectating for the duration of the hire are respectful of the right to quiet enjoyment of neighbouring properties. School groups must be under the effective supervision of a schoolteacher at all times and sports users must provide effective adult supervision of U18 players.

16. KEYS AND ACCESS

Access to the facility is to be arranged through the managing authority. Keys will only be given out upon receipt of payment. Under no circumstances are keys to be copied or given to another party without the permission of the managing authority.

17. HIRER'S OBLIGATIONS AT THE END OF THE FACILITY HIRE

Before the hirer vacates the facility, the hirer must:

17.1 Leave the facility and surrounding areas, including car parks, in the same condition they were prior to the hiring date including: cleaning the facility and removing all rubbish, food scraps, papers, bottles and general litter and anything belonging to the hirer, caterers or other persons at the facility. If the facility is deemed to be in an unsatisfactory condition, it will be cleaned at the hirer's cost and future usage may be refused

17.2 Ensure waste water from cleaning is to be disposed of to the sewer

17.3 Ensure no liquid or solid waste is to be swept or washed into storm water drains

17.4 Ensure to lock and secure the facility prior to leaving

17.5 Turn off all lighting (except security lighting), switch off all gas and electrical equipment prior to leaving

17.6 Return the keys as directed by the managing authority. The hirer will not be permitted to have access to the facility on the day following the hiring date unless such access has been agreed to by the managing authority and the hirer any additional charge as determined.

18. VEHICLES AND PARKING

Any motor vehicle driven or parked in the confines of the facility is entirely at the owner's risk and no responsibility is accepted by the managing authority for any theft or damage.

Parking is only permitted in designated parking areas.

19. TOILETS

If applicable, toilets must be opened for the users, spectators etc during the period of hire. The hirer must ensure that all areas including canteens, change rooms, toilets and gates are securely locked after use.

20. INSURANCES

20.1 PUBLIC LIABILITY INSURANCE

All regular hirers must have a current public liability insurance policy of at least \$10,000,000 covering the entire period of usage. A copy of this policy is to be supplied to the managing authority prior to usage and also, if it is updated during the season, failure to do so will result in cancellation of the facility hire.

Casual hirers, who do not have their own public liability insurance, may be eligible to take advantage of Council's Casual Use Insurance Cover. Further details of this cover can be obtained by contacting the Facilities Of on phone 5755 0555.

20.2 CONTENTS INSURANCE

If the hirer is a regular user, who stores equipment and other contents of value at the facility, it is recommended that they seek advice on taking out an appropriate contents insurance to cover these items. It is recommended that they also contact Council's Risk Management and Insurance Officer on phone 5755 0555 for more information.

20.3 BUILDING INSURANCE

Alpine Shire takes out building insurance cover for all its buildings.

21. DAMAGE TO PROPERTY

The hirer is responsible for all damage caused to any person or property by any user, spectator, or attendee of the event for which the facility is being hired. Any damage is to be reported to the managing authority immediately.

21.1 EXTINGUISHERS

Fire extinguishers are provided at all council facilities. This equipment is for emergency use only. Should these extinguishers be stolen or tampered with, by a member or a participant of any program or function, hirers will be liable and cost of replacement or damage, as a direct result from this infringement, all costs are to the responsibility of the hirer.

22. FIRST AID

All hirers are to ensure that, if appropriate, there is a suitably qualified first aid officer in attendance during the event for which the facility is being hired.

First Aid kits are not provided as part of the hire.

23. SUBLETTING

No other person or organization has use of or access to the facility without the permission of the managing authority (i.e. subletting or hiring out by the hirer is prohibited).

24. SMOKE FREE POLICY

Council's smoke free policy inside buildings is to be observed at all times.

25. 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 the managing authority shall be final and conclusive.

26. EMERGENCY TELEPHONE NUMBERS

In the case of an emergency occurring during the period of hire please contact the appropriate managing authority or Alpine Shire Council on 5755 0555 (Outside of business hours you will be directed to an after hours service)

FAILURE TO OBSERVE THE ABOVE CONDITIONS MAY RESULT IN CANCELLATION OF ANY FUTURE BOOKINGS.