

Community Halls

Terms and Conditions of Hire



yarraranges.vic.gov.au

To assist with the success of your hire, Hirers (Hirers) of Yarra Ranges Council Venues (Venues) are required to enter into an agreement with Yarra Ranges Council (Council) that includes the following conditions:

1. Booking a Venue

- 1.1. The Hirer must ensure that the Terms and Conditions of Hire have been read prior to making a booking.
- 1.2. The Hirer must be at least 18 years of age.
- 1.3. For casual hirers a booking is only confirmed when payment is received by Council. For regular or long term hirers on monthly agreements, bookings will be confirmed via email.
- 1.4. Council is under no obligation to accept an application for hire of any of its Venues.
- 1.5. Where applicable, additional information pertaining to the booking that has been requested by Council, including any special requirements of the Hirer and/or attendees, is to be provided to Council at least 14 days prior to the event date.

2. Fees, Charges & Payments

- 2.1. Fees and Charges are in line with Council's Community Halls Fees and Charges Policy and are subject to an annual increase in line with the Consumer Price Index.

3. Keys

- 3.1. The Hirer is responsible for collecting the venue key within two business days preceding their booking
- 3.2. Keys must be returned within 72 hours of the conclusion of the booking (after hours key drop available)
- 3.3. Replacement costs may be passed on for any keys that are lost.

4. Bond

- 4.1. All Hirers must agree to use the Venue in a manner that will not result in damage to the building, furniture or fittings. All Hirers also agree to leave the Venue clean, in the same condition prior to hire of the Venue.
- 4.2. Council in its sole discretion may require the payment of a bond from the Hirer as a condition of hire of any of its Venues.
- 4.3. Where required by Council, a bond shall be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning required to be undertaken by Council following the Hirer's use of the Venue.
- 4.4. The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage / cleaning, and Council will invoice the Hirer for these charges following the hire of a Venue, where applicable.
- 4.5. If there is no breach of the Conditions of Hire, no damage to the building, furniture, fitting, and no cleaning of the Venue by Council required, the bond will be refunded in full.
- 4.6. Council shall have sole discretion as to whether any part of the bond is held by Council or returned to the Hirer in circumstances where, in its reasonable opinion, a breach of these terms and conditions

has occurred.

5. Cancellation of Bookings

- 5.1. Cancellations will not be accepted after the event date.
- 5.2. Council may cancel a booking if the Venue cannot be made available to the Hirer on the event date by reason of fire, code red, flood, damage, industrial dispute or other emergency. In this event, Council will refund any monies paid in full. Council is otherwise not responsible to the Hirer for any claim arising from the cancellation of a booking beyond its control, as outlined.
- 5.3. Council reserves the right to cancel any booking if the venue is required in respect of an election or referendum for the Federal or State Governments. If it is necessary to cancel any booking, the Council will attempt to find an alternative venue or date.

6. Payment for damage or other expenses

- 6.1. A Hirer will be liable for the full cost of reparation or replacement works for any damage caused to any Council property during the period of hire.

7. Patron Safety

- 7.1. Council may require that the Hirer provide evidence of a booking for external security for the Venue hire at the Hirer's own cost.
- 7.2. The Hirer must not permit the number of people attending the function to exceed the maximum number specified for the Venue.
- 7.3. The Hirer must comply with all relevant laws applicable to a public building for the prevention of overcrowding, obstruction of passages, corridors or any other part of a public building whilst hiring the Venue.

8. Insurance and Indemnity

- 8.1. A Hirer must hold Public Liability Insurance providing coverage for a minimum sum of \$10 million (or more) and, in some instances, can do this by purchasing through Council at the time of booking.
- 8.2. All accidents and/or incidents which may result in a claim being made under this policy of insurance must be reported to the Shire of Yarra Ranges – Risk Management Section on 1300 368 333 within two (2) days.
The policy available via Council has a participation exclusion which excludes indemnity for injury to participants as a result of instructed classes. Appointed Tutors and/or instructors will therefore need to provide evidence of their own public liability insurance.
This purchasable insurance policy is not available for commercial users, fundraisers, festivals, fireworks display, special activities e.g. amusement rides, waterslides, carnivals, concerts (rock or pop) and sports coaching clinics.
- 8.3. A Hirer can provide their own Public Liability Insurance at a cost to the Hirer and must provide proof of insurance cover to Council's satisfaction.
- 8.4. Any excess for a claim is payable by the Hirer.
- 8.5. The Hirer 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, arising from the Hirers/Users/Lessee performance or purported performance of its obligations under this licence/permit and be directly related to the negligent acts, errors or omission of the Hirer. The Hirers 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.
- 8.6. The Hirer is liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Council may incur as a consequence of the actions of the Hirer or any of the Hirer's guests while the Hirer has access to the Venue and shall indemnify Council against any and all legal actions which may arise from the Hirer's use of the Venue.

- 8.7. The hirer must – (a) remain on the premises whilst visitors/patrons are in the building; (b) keep premises locked when unoccupied; (c) be responsible for orderly conduct and safety of patrons; and provide security where directed, (d) maintain the premises in a clean and safe condition for the duration of the term of hire. (e) ensure doors are locked at the end of events prior to leaving.

9. Venue Care

- 9.1. All furniture including tables and chairs must remain inside the Venue during events and is not permitted for any outside use.
- 9.2. The hirer shall not attach any nails, screws, adhesive tape, signs or other items in any way to walls, doors, glass, floors, furniture or fittings in or around the Venue without prior consent from Council.
- 9.3. Decorations may only be fixed to the hooks provided in the building. No adhesive tape/paste, pins etc are to be attached to painted surfaces. All decorations must be removed at the end of the event.
- 9.4. Confetti or glitter is not to be used in any Venues or car parks.
- 9.5. The use of jumping castles and other inflatables inside our venues or outside on Council land is prohibited.
- 9.6. The use of roller skates, roller blades, bikes, scooters, or any other wheel based recreational modes of transport inside our venues is prohibited.
- 9.7. No animals are permitted inside our venues except for a guide dog or accredited assistance dog which requires prior consent from Council.
- 9.8. No Petting Zoos are permitted inside our venues or on any Council land.
- 9.9. Hirers are not to apply any product to the floor. I.e: speed enhancers, chemicals.

10. Good Order

- 10.1. The Hirer must ensure that proper standards of public decency are maintained and not permit any act, activity or lewd behaviour which could offend standards of public decency.
- 10.2. The Hirer is responsible for compliance of all guests and users of the Venue for their hire period with these Terms and Conditions of Hire.
- 10.3. Under EPA regulations and Council policy, all functions, including any associated music, must conclude by midnight and all venues are to be vacated by 1:00am unless prior written consent has been obtained from Council.
- 10.4. Noise levels created by the event shall be maintained within acceptable limits. Excessive noise heard outside the premises will not be tolerated and may cause cancellation of further bookings.
- 10.5. The Hirer must assist in organising the orderly and prompt departure of guests at the conclusion of the event.

11. Observance of Laws

- 11.1. The Hirer shall comply with all relevant legislation and associated regulations and will be liable for any breach which emanates from any failure to comply with any legislative requirements.

12. Permits

- 12.1. **Liquor** – A liquor licence is required if liquor is being sold either directly or indirectly, or as part of an all-inclusive charge. To find out about the fees and application process for a liquor licence contact [Victorian Liquor Commission](#) on 1300 182 457. All staff / volunteers at the relevant Venue handling or serving alcohol as part of their duties must hold a Responsible Serving of Alcohol certificate.
- 12.2. **Gaming** – Appropriate permits must be obtained by the Hirer and supplied to Council. Bookings are subject to the appropriate permits being arranged.
- 12.3. **Performing Rights** – The Hirer hereby indemnifies Council against any claim for breach of copyright. The Hirer warrants that it has obtained the permission of any and all copyrights required to stage the event at the Venue, and that the event does not contain any defamatory material to the Hirer's knowledge, and the Hirer indemnifies Council against any and all claims, costs, actions and

damages brought or suffered as a result of breach of this warranty.

13. Smoking

- 13.1. Smoking is not permitted within or around Venues.

14. Smoke machines and fireworks

- 14.1. The Hirer must ensure that no smoke machines, naked flames or fireworks are used in any Venue as they will cause the fire alarm to be activated.
- 14.2. If a fire alarm is activated by a smoke machine, naked flame or fireworks, the fire brigade will be called to attend the Venue, and the cost will be borne by the Hirer.

15. Sub-hiring

- 15.1. No part of a Venue can be sub-hired by the Hirer without prior written approval by Council, other than space for displays and stalls in exhibitions, tradeshows and the like.
- 15.2. No period of hire shall be transferred or assigned by the Hirer to any other individual or organisation.

16. Disputes

- 16.1. If any dispute or difference arises from the interpretation of these conditions the decision of Council shall be determinative and final.

17. General Conditions of Hire

- 17.1. The right to use any Venue is subject to Council receiving bond, payment and confirmation from the proposed Hirer to comply with all conditions of hire.
- 17.2. This is an agreement for casual and regular hire of Venues and does not create a perpetual right for any Hirer over any Venue. Nothing contained within these conditions shall confer on a Hirer the right to exclusive possession or right to sub-let the facility in any manner.
- 17.3. Booking confirmation states total booking time which includes any set up and pack down time.
- 17.4. All users of Council Venues are expected to treat others with respect at all times. This means observing the rights of other people and treating people with courtesy and respect.
- 17.5. Discrimination, harassment or physical and verbal intimidation towards other facility users will not be tolerated and may lead to exclusion from Council Venues.
- 17.6. Council reserves the right to uphold the definitions detailed in this document.
- 17.7. The Hirer shall be entitled to use only those areas in the facility requested by the Hirer and approved by Council. Council reserves the right to let any other portion of the buildings for any other purpose or purposes at the same time.
- 17.8. The Hirer must only use the facility for the use specified within their booking.
- 17.9. The Hirer must only use the facility between the hours specified at the time of booking or otherwise with permission of Council.
- 17.10. Council does not accept bookings for birthday functions for persons between the ages of 13 to 20 years at any of its Venues.
- 17.11. All high-risk events such as 21st birthday parties or music gigs must be registered with the local Police. Evidence of registration must be provided prior to the event date.
- 17.12. An Event Management Plan will be required for any event aimed at attracting a large number of people, or where the activity may affect the location and surrounding area prior to, during or after the event.
- 17.13. Council representatives may enter and remain in any part of any Venue at any time.
- 17.14. Council reserves the right to reject or cancel any booking where the activities have been deemed an inappropriate use of the Venue or hazardous to patrons.

18. Car Parking

- 18.1. Vehicles must adhere to all local parking restrictions at Venues.

19. Emergency Contact

- 19.1. For Ambulance, Fire and Police dial 000 and if necessary, evacuate the venue.
- 19.2. If there is damage to the building, or an electrical or plumbing emergency contact Council's after-hours number 1300 368 333.

20. Health and Safety

- 20.1. The Hirer must at all times comply with Yarra Ranges Council Health and Safety policies and procedures, and with State and Federal Health and Safety regulatory standards.
- 20.2. Fire extinguishers are not to be relocated or covered.
- 20.3. All emergency exit doorways and passageways must be left clear at all times.
- 20.4. Any incidents and near misses are to be strictly reported to Council staff for immediate action.
- 20.5. It is the responsibility of the Hirer to ensure that any potentially hazardous materials including cleaning supplies, paint or other chemicals are accompanied by an Australian Material Safety Data Sheet. A copy must be provided to Council staff prior to bringing materials into the venue.
- 20.6. Ensure that all current Health and Safety Legislation is adhered to, that all its agents are properly trained in the use of any equipment that may be necessary and that all materials and equipment brought into the venue are flame proof, Test and Tagged and of a first class standard.