

**HEPBURN SHIRE COUNCIL
FACILITY HIRE APPLICATION FORM
TRENTHAM MECHANICS INSTITUTE
TO BE COMPLETED BY THE HIRER**

ABN 76 845 763 535

NAME OF ORGANISATION / GROUP: _____
BOOKING CONTACT PERSON: _____
ADDRESS OF HIRER OR ORGANISATION: _____
TELEPHONE: (B/H): _____ (A/H): _____ (MOB): _____
EMAIL: _____
RESPONSIBLE PERSON ON DAY OF EVENT: _____
("As above" if same person attending)
PH: _____ EMAIL: _____

FUNCTION DETAILS

EVENT TITLE: _____

DATE & TIME OF FUNCTION: _____

(If unknown at time of application these times must be advised at least 2 weeks prior to date of function)

TIME/S FOR HALL TO BE OPEN FOR SET-UP: _____

TIME/S OF CLOSING – (AFTER CLEAN UP): _____

HALL REQUIREMENTS: MAIN HALL
(✓ Tick) SUPPER ROOM

SEATING REQUIREMENTS: MAIN FLOOR/CHAIRS REQUIRED* -----
(✓ Tick) MAIN FLOOR CLEARED/NO CHAIRS REQUIRED

***Note: It is the hirer's responsibility to set chairs in place and to return to stacked position.**

I/we acknowledge, having received and read the "Hire Agreement and Conditions of Hire" and the Fees and Charges Schedule and agree to abide by them. I/we agree that the Council can, and will, deduct from any bond monies the cost to repair any damage, or major cleaning associated with the hire over and above 'fair wear and tear'.

Where food is being prepared / supplied by hall hirers it is the responsibility of the hirer to contact Council's Environmental Health Officer on (03) 5348 2306 in order to satisfy those requirements that may be imposed by The Food Act 1984.

FEES / CHARGES SCHEDULE

All bookings for hall hire etc must be paid prior to the function date being booked in the diary (including insurance and bonds).

Any booking submitted without set up requirements and payment will be cancelled.

PLEASE NOTE: IF APPLYING FOR A WAIVER OF FEES, THE RELEVANT APPLICATION FORM MUST BE FILLED OUT AND SUBMITTED.

TRENTHAM MECHANICS INSTITUTE

Description of Charge	Fee/Charge 2019-2020 (inc GST)
TRENTHAM MECHANICS INSTITUTE	
Main Hall Hire	\$123.00
Community Group Hall Hire	\$102.00
Supper Room - Meeting	\$41.00
Hall Hire Life Activities/Seniors	\$62.00
Small Meeting Room	\$16.00
Winter Gas Allowance (May - End of August)	\$11.00
Trestle Hire (external use)	\$6.00 per trestle
Chair Hire (external use)	\$1.00 per chair
Insurance Admin Fee (if no Certificate of Currency is provided)	\$59.00
Bonds (GST Free) – BONDS ARE PAYABLE EVEN IF YOU ARE APPLYING FOR A FEE WAIVER	
Keys*	\$50.00
Meetings*	\$100.00
Functions*	\$200.00
Functions with alcohol*	\$500.00
Functions with alcohol >200*	\$1,000.00
Special Conditions – Fee Waiver	
Hepburn Shire Community Not for Profit groups can apply for a waiver of fees as per Council's Community Facility Hire Fee Waiver Policy 48 (C). To apply, please complete the Community Facility Hire Fee Waiver Form. Please note: The fee waiver covers the <u>facility hire fees only</u> .	

PRICING DETAILS

PLEASE NOTE: ALL CHARGES (EXCLUDING BONDS) ARE INCLUSIVE OF GST

ITEM	AMOUNT	RECEIPT No.
FACILITY HIRE FEE/S	\$	
FACILITY BOND	\$	
KEY BOND	\$	
INSURANCE	\$	
EQUIPMENT/SPECIAL HIRE	\$	
TOTAL	\$	

LIABILITY INSURANCE

(Note: Halls and Facilities cannot be hired without insurance)

Do you require Council insurance cover for your event and are you eligible (refer to attached Public Liability Insurance Conditions)?	YES / NO	
If Yes, please add \$59.00 to your total	\$59.00	
<i>If you have public liability insurance, you <u>must</u> provide a copy of your current insurance coverage when submitting your hire application. (please attach)</i>		

I understand that I must provide proof of insurance cover via a copy of a Certificate of Currency or, if I am an eligible hirer, pay the insurance administration fee of \$59.00.

SIGNED: _____

DATE: _____

HALL HIRE BOND – REFUND REQUEST FORM

NAME: _____

ADDRESS: _____

PHONE: _____ **DATE:** _____

PAYMENT METHOD:

Please note: Council's preferred method of payment is by EFT and payment will be processed in the next fortnightly EFT payment run. Payment by Cheque will not take priority for payment.

Please select method of payment-

EFT:

CHEQUE:

BANK NAME: _____

BSB NO: _____

BANK ACCOUNT NO: _____

BANK ACCOUNT NAME: _____

SIGNATURE: _____ **DATE:** _____

EVENT TITLE: _____

DATE/S OF HIRE: _____

BONDS PAID

HALL BOND: \$ _____

KEY BOND: \$ _____

BOND REFUND AUTHORISATION

SIGNED: _____

DATE: _____

HIRE AGREEMENT

CONDITIONS OF HIRE

1. Public Liability Insurance

Hirers are responsible for their own Public Liability insurance. Council requires that the Hirer provide evidence of cover to a minimum amount of \$5 million.

If a Hirer cannot provide proof of cover via a Certificate of Currency from their own insurer and if eligible, the Hirer may be covered by Council's General and Products Liability insurance policy. Refer the attached Public Liability Insurance Conditions for eligibility details.

2. Bond Monies

All hirers are required to pay a hall bond and key bond for use of the facility, which are fully refundable provided the facility is left in the same condition as prior to the function. Any cost for rectification works will be deducted from the bond; and the balance, if any, will be refunded to the Hirer.

3. General Insurance

Hirers are responsible to insure their own goods and property that may be lost or damaged during the hire period.

4. Tentative Bookings

Tentative bookings will not be accepted.

5. Payment of Charges/Bond

The Hirer is required to pay a bond for use of the facility, which is fully refundable provided the facility is left in the same condition as prior to the function. Any cost for rectification works will be deducted from the bond; and the balance, if any, will be refunded to the Hirer.

The Hirer must pay the relevant hire charges and bond, in accordance with the current fee schedule, to secure a booking.

6. Cancellation Fee

The Council reserves the right to retain the deposit (or demand an amount equivalent thereto) should a booking be cancelled less than 14 days prior to the date booked.

7. Preparation Day Prior to Function

This day should be requested in advance to prevent 'double booking'. If a setting up day is required, a fee applies for this day.

8. Preparation of Dance Floor

Special preparation of the floor, for dancing or other activities, is not undertaken. Any such preparation is the direct responsibility of the Hirer, with the consent of Council.

9. Seating, Tables and Other Items

Some seating and tables are available. Arrangement and replacement of chairs to the stacked position shall be the responsibility of the Hirer. Free access to all exit doors must be maintained.

Any additional items brought into the hall must have legs or surfaces that will not damage the floor. Council has the right to refuse entry of items likely to cause damage.

10. Decorations and Displays

No decorations will be permitted unless they can be installed or erected without damage to the walls, floors, ceiling or fittings. The use of nails, tacks and drawing pins is strictly prohibited. Any damage caused will be at cost to the Hirer. Suspension of decorations from lighting fixtures is prohibited. String and blue tack can be used to hang items. This is to be kept to a minimum where possible and all string and blue tack is to be removed when cleaning and leaving the hall. Cables on floors may be taped down using electrical insulation tape or masking tape only.

11. Staffing

The Hirer is responsible to have supervisors working at all times in the areas of the Main Hall, toilets and foyers. The Council does not provide nor undertake to obtain staff for the purposes of ticket selling, advance bookings or door keeping.

12. Kitchen (If applicable.)

The Hirer is responsible for maintaining the cleanliness of the kitchen facilities. All equipment provided must be left clean and as they were found. All benches are to be left clean and disinfected. Monies will be taken from the bond if the rooms are not clean and tidy.

13. Stage (If applicable.)

Groups using the stage for rehearsals are required to remove after each use, any stage props or furnishings unless special permission is granted from Council for the props to remain. Care must always be taken with opening and closing of the curtains.

14. Alcohol

Permitted as BYO only under Liquor Control Act. The sale of alcohol is only permitted with a valid Liquor License. Consumption of alcohol under the legal age is not permitted. Access to the main balcony is not permitted at licensed functions. The sale of liquor must cease at 1am regardless of liquor license times.

15. No Smoking

All Council buildings, including the foyers, toilets, main hall, balcony and senior citizens clubrooms, are NO SMOKING AREAS. Smoking is permitted outside the Council building. The hirer is responsible for ensuring patrons/guests obey the NO SMOKING signs.

16. Code Red Fire Danger

Council has a policy to suspend services and not operate facilities in the "high risk" townships of Daylesford, Creswick, Trentham and Hepburn Springs from midnight to midnight on Code Red (Catastrophic) Fire Danger rating days declared for Victoria's North Central weather forecast district. This policy may directly impact the Hirer in that the facility will remain closed if a Code Red is declared on the date booked. We recommend that Hirers consider planning a back-up arrangement in case.

During days of extreme fire danger, we will endeavour to contact Hirers to confirm if they wish to proceed or cancel their booking. If a Code Red is declared for the date booked, we will endeavour to contact the Hirer to confirm that the facility is not available.

Any deposit or bond paid will be refunded to hirers who are unable to take up their booking because of these arrangements.

17. Observance of Laws

The Hirer is responsible for compliance with all relevant Laws, Local Laws and Regulations and for payment of all fees, etc. which apply to the hire.

18. Conduct and Damage

The Hirer is responsible for the good conduct of patrons and will be held responsible for the cost of repairing any damage caused to any area of the Mechanics Institute. Functions must cease at or before 1:00am and the facility vacated by 2:00am. Additional charges will apply if the facility is not vacated by this time.

19. Cleaning and Rubbish Removal

The Hirer is responsible for the removal of all decorations and rubbish from the premises. The facility floor is to be swept clean and all decorations and rubbish removed from the balcony, foyers, stage and external areas, including cigarette butts. All garbage is to be removed and taken with the hirer. Garbage is not to be left at the back door.

20. Right of Refusal

Council reserves the right to hire the Mechanics Institute at its absolute discretion without prejudice.

21. Leaving Venue

Care is to be taken when leaving the Mechanics Institute.

The hirer must make sure that all lights, heaters and other appliances have been switched off.

The hall must be securely locked before departure.

PUBLIC LIABILITY INSURANCE CONDITIONS

Hepburn Shire Council is able to provide Public Liability and Products Liability insurance cover to *eligible* casual hirers of Council facilities under its General and Products Insurance policy, provided the hire agreement is completed, the conditions below are met and the insurance administration fee is received.

There are some limitations on the types of *eligible* events that will be covered under this arrangement. Hirers wishing to take up this offer may wish contact the Manager Strategic Asset Management at Hepburn Shire Council, phone (03) 5348 2306, for more information.

The following conditions apply:

1. Council can offer this facility if a Hirer cannot provide proof of Public Liability cover via a Certificate of Currency from their own insurer.
2. 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 (e.g.: A band engaged for a wedding reception). Hirers should ensure these other parties have in place their own Public Liability insurance.
3. Events that will involve attendance of more than 1,000 are not automatically covered. Coverage may be able to be obtained upon referral to Council's insurer. These may be subject to an additional premium as determined by the insurer.
4. 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 insurer. An additional premium may be required by the insurer for longer periods.
5. There is no coverage available where the hire is part of a festival/event. The event organiser is required to effect their own insurance.
6. There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity. There is no problem in covering commercial entities for hire activities where there is no monetary gain derived from the actual hire activity. There is also no problem in covering Not For Profit entities who may charge for fund raising purposes.
7. There is no coverage for rock concerts. Rock bands are able to be covered where they are part of a Council festival or event (i.e. where they are not the main attraction such as a dedicated rock concert). Bands participating in Council organised FREEZA concerts/events can be covered.
8. There is no coverage available for persons or groups providing child minding or child care services.
9. There is no coverage available for sporting activities.
10. No Products Liability coverage is provided for children's toys and second hand electrical items/tools.