

Moyne Shire Council

Terms and Conditions of venue hire

Moyne Shire Council grants the hire of venue subject to the following conditions:

1. APPLICATION

The right to use the venue is subject to the Council receiving an application on the required form signed by the proposed hirer undertaking to comply with these Conditions. If the proposed hirer is a club the application must include the personal undertaking by the president and/or secretary of the club. This application must be lodged at Moyne Shire Council at least 60 days prior to the date of the function/event with due consideration given for a Special Event application.

2. BOOKINGS

Bookings are considered tentative until the application for hire is approved, Public Liability Insurance coverage addressed and the total fees and bond payment made. Tentative bookings will be held for 28 days only.

3. ADULT SUPERVISION

There will be no hire for people under 18 years of age.

4. PAYMENT AND KEY COLLECTION

Payment of the bond and fees are required in advance of access to the venue. The key must be collected and signed for by the applicant at the Moyne Shire office, Port Fairy within business hours on the day of, or in the afternoon prior to the booking. The applicant must provide photo ID evidence and sign for the key. The key will need to be returned the morning after hire took place to allow for inspection of the property and for the next hirer to have access to the venue for their booking.

5. BOND

The bond is security for any damage to the equipment and/or breach of conditions of hire. Moyne Shire's Risk Officer will assess the Bond amount to be applied after considering the purpose of use of the venue. The total bond will be refunded to the hirer within 14 days after the function provided the hirer has complied with all aspects of the conditions of hire. Should the cost of repairing damage to the property exceed the bond, the hirer shall pay the additional costs. The cost of extra cleaning as a result of the function will be deducted from the bond. The bond will be refunded after the venue has been inspected. Should any damage or undue cleaning of the venue be required, an account for additional costs above and beyond the amount of the bond will be forwarded within 30 days.

6. CANCELLATION

Cancellation will only be accepted in writing at least 14 days prior to the date of the booking. If these cancellation conditions are not complied with, a cancellation fee of \$20 may be charged to the applicant.

7. COUNCIL ACCESS/LIMIT OF HIRE

The Council reserves the right to cancel any booking. If it is necessary to cancel any booking, the hirer will be advised in writing.

8. OBLIGATION TO INSURE

The Hirer shall, at all times during the term of this agreement, be the holder of a current Public Liability policy of insurance, which covers it in respect of the activities the subject of the use of Council's venue and be for an amount of at least \$10 million. The said policy shall be effected with an insurer approved by Council. Any individual or group hiring the venue for the purpose of operating a business will need to ensure they have Public Liability insurance. Council reserves the right to request proof of such insurance before the commencement of this agreement.

Public Liability Insurance can be arranged through Council for a cost of \$15.00 per hire, which will cover an individual hire for a period of 24 hours.

Eligibility to purchase coverage under Council's Public Liability Insurance is restricted to '*all casual, ad-hoc and regular hirers provided hire occurs no more than 52 times per annum (per hirer)*'. Council reserves the right to change the price of insurance at any time.

9. INDEMNITY

The Hirer agrees to indemnify and keep indemnified the Moyne Shire 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 then, 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 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.

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.

11. ACTS AND REGULATIONS

The Hirer shall conform to the regulations of the Health Act, Local Government Act, any Local Law or regulation made there under, and shall be liable for any breach of such Acts or Laws. All other statutory rules, provisions and regulations of the Commonwealth of Australia and State of Victoria must be complied with by the user.

12. THEFT

Neither Council nor its officers shall be liable for any theft, loss, damage or injury suffered by the Hirer or any guest or invitee of the hirer, or any person using the equipment during the period of hire, and the hirer indemnifies Council in respect of all claims for loss, damage or injury caused by any persons or property during the period of hire, or as a result of the use by the hirer of the equipment.

13. 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. One general waste, one recycling and one green waste bin is provided onsite. If you are hosting a large event, it is a hirer's responsibility to provide facilities for rubbish removal and take this rubbish with them at the end of the event. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable and deducted from the Bond.

14. DAMAGES

The floors, walls 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.

If any urgent repairs are identified by the hirer on arrival please contact Council Customer Service on 1300 656 564. Please call the same number after hours and press option number 4 to be put through to maintenance.

The Hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

15. 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 written consent of Council.

16. ASSIGNMENT

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

17. SMOKING

Smoking is not permitted in any Council building.

18. LIQUOR

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the Liquor Control Commission, and the permit is produced to the Council who shall make an endorsement on the Schedule to the application. A temporary liquor license application can be found by following this link -

<https://www.vcglr.vic.gov.au/liquor/major-or-temporary-event/apply-new-licence/apply-temporary-limited-licence>

19. 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.

20. POLICE / SECURITY ATTENDANCE

The Hirer shall, when so directed by Council, arrange for police or professional security services to be in attendance.