

5. FACILITY HIRE

5.1 Applications for Hiring Council Owned Facilities

Applications for Hire/Casual Use (Form 12) of Golden Plains Shire facilities are made on the required form, signed by the applicant stating the purpose, facilities/amenities required, day/hours of use and to comply with the conditions of hire. The completed application becomes the Contract.

Casual Users failing to correctly disclose the exact nature of the function or proposed use of the facility on the hire form will result in the loss of the security bond, and may also jeopardise this or any future bookings of Council owned facilities.

Where the application is made on behalf of an organisation, body of person, and the application shall state the name of such organisation and the authority of the applicant for making such application.

The signed contract must be returned to the Committee of Management Booking Officer. Payment must be made within 14 days of the booking being made, and 30 days prior to the event.

5.2 Bookings

The Council's delegated Committees of Management are responsible for the bookings of all permanent and casual usage of Golden Plains Shire owned/controlled facility.

Individual clubs utilising Council facilities do not have the authority to book the facility to any other clubs, group or Organisation without permission from the Committee of Management or Council.

Tentative bookings will be held for a period set down by the individual Committees of Management.

5.3 Hiring Fees for Council Owned Facilities

Committees of Management will determine and schedule annual usage of the facility and determine the appropriate fees for use of the facility and the collection of such.

Fees and charges (including security bonds) are to be set annually and be approved by the Committee of Management or Council prior to the commencement of a new financial year.

The hire charges payable will be those that are in effect at the time of the booking of the facility.

5.4 Deposits

A security deposit of \$100 (Refer Form 13 – Checklist for Hiring) must be paid as part of this agreement and as such will apply as:

- A guarantee of compliance with the conditions as set out in this User's Agreement;
- A security payment towards damage to, or loss, of Council property, or damage to, or loss of property of a permanent user; and
- A security against the cost of any additional cleaning required to be performed by the Council or Committee of Management as result of your function.

The user will be liable on demand by the Committee of Management or Council to pay any further amount in excess of the security deposit to meet the full cost of the repairs to, and replacement of, either Council property, or that of a permanent user, and/or additional cleaning costs.

The full security deposit will be refunded to the user where it is not necessary to deduct any cost referred to above. The security deposit will be processed through the Committee of Management. Refunds will take a minimum of two weeks and up to a maximum of four weeks to process.

5.5 Goods and Services Tax (GST)

GST is applicable to all hire fees, excluding bonds. However, if the bond is forfeited due to the breach of the conditions of this User's Agreement then GST will be charged on the amount forfeited.

5.6 Cancellation

When in the opinion of the Council or Committee of Management the state of the facility is such that it is not safe and should not be used, the scheduled booking or activity will be cancelled.

- A decision of the Council to cancel a scheduled activity, overrides that of any Committee of Management;
- In the event of cancellation by the Committee of Management or Council, the hirer is held to have consented to the cancellation and therefore has no claim at law for damage caused by the cancellation;
- The Council is empowered to cancel any booking made when the same is required for a municipal function or by reasons of national or district emergency. In the event of this occurring any hire charge and security deposit will be returned in full, but Council will not be liable for any loss by the hirer;

- Any hire charge and security bond will be returned in full upon the condition that notification of such cancellation is received by the Committee of Management at least one calendar month prior to the function. Refunds will take a minimum of two weeks and up to a maximum of four weeks to process; and
- If the function is cancelled within fourteen days, the Committee of Management may withhold the fee and/or bond.

5.7 Cleaning of Facilities

It is your responsibility to ensure that the facility is left in a clean and tidy state. The Committee of Management will carry out an inspection and should the state of the facility, in the opinion of the Committee and/or Council, is not satisfactory the costs incurred in reinstating the facility will be the responsibility of the user.

Unless written permission has been received from the Committee of Management or Council, the facility must be cleaned that evening, prior to 1.00 am or the designated time of closing. All decorations including sticky tape and blu-tac must be removed.

All rubbish should be removed from the facility, and placed in the rubbish bins provided at the facility. Should these be full, the hirer should remove all rubbish.

All furniture to be placed in a safe and orderly fashion in storerooms (if provided) and furniture replaced in the appropriate storage area prior to 1.00 am or the designated time of closing.

5.8 Damage

Any damage to the facilities being used must be reported immediately to the Committee of Management contact. Users must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property. The Committee of Management and/or Council decision will be final.

5.9 Keys

Any keys issued to the hirer are to remain in the control of the hirer (or responsible person 18 years or older, nominated by the hirer).

It is the responsibility of the hirer to ensure that the facility is secured at all times. Should the facility be left unsecured, doors unlocked and alarm not set, the hirer will be deemed responsible for any damage and charges.

5.10 Alarm

Some facilities may be alarmed, should this be the case, alarm instructions will be issued.

Failure to comply with alarm procedures will result in the hirer being liable for any cost incurred that is a direct result of breach of these instructions.

Should authorised hirers experience any difficulties with security systems, they should immediately contact the Committee of Management.

5.11 Sub-Letting

The facility must not be sub-let, or any hire agreement transferred, or assigned, without the written consent of Council.

5.12 Animals

No unauthorised animal to enter Council facilities.

5.13 Vehicles

Vehicles must be parked in designated parking areas only.

Any motor vehicle driven or parked in the confines of the facility is entirely at the owner's risk, and Golden Plains Shire accepts no responsibility for any theft or damage. The indemnity provided by the hirer to Golden Plains Shire shall include such theft or damage.

5.14 Licensing

Liquor for Sale

Consent by Council will allow the applicant to seek the appropriate licence/permit from the Liquor Licensing Commission. Any sales or charges for liquor, and the storage of liquor on the premises must be in accordance with the licence/permit from the Liquor Licensing Commission, and must also comply with the requirements of Golden Plains Shire.

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 Facility Coordinator prior to the function.

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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.

Victorian Legislation – Liquor Control reform Act

It is an offence for a person under 18 years of age to be supplied with alcohol, or bring alcohol into a public hall. Note: it should be recognised that these provisions are heavily enforced throughout Golden Plains Shire.

5.15 Good Order

Clubs/organisations and/or hirers will be responsible for the behaviour of members/guests using the facility, and for the preservation of good order in the facility during the time the facilities are allocated. Any damage to the facility or fittings due to irresponsible behaviour will be at the expense of the Hirer. Facilities will only be hired to responsible persons 18 years of age or older.

5.16 Inflammable Items

The use of inflammable materials and or items (i.e. bales of straw/hay for decorations are strictly prohibited). Smoking is prohibited in all Council Facilities.

The use of smoke machines is also prohibited in Council buildings unless authorised.

5.17 Lighting

All lights are to be turned off prior to leaving the facility. In the case of power failure the use of candles, tilly and or any kerosene lamp is strictly prohibited. Application must be made to the Council for permission to use any alternative lighting.

5.18 Floors

All floors are to be mopped and cleaned thoroughly. All rubbish is to be placed in bins provided. Should rubbish bins be full, it is the responsibility of the hirer to take their rubbish with them.

5.19 Noise

Hirers of the Council Facilities are to ensure that noise emanating from functions is not a cause for public annoyance, and that all noise pollution regulations are complied with. Excessive noise (i.e. at such a level that neighbours are disturbed) will result in the Councils retention of ALL of the security deposit.

5.20 Helium Balloons

The use of helium balloons is strictly prohibited in all facilities that have ceiling fans installed. Table setting arrangements are permitted, however, should a table setting become loose, all damage to fans and electrical equipment will be paid for by the hirer.

5.21 Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions of any matter or thing contained therein, the decision of the Chief Executive Officer of the Golden Plains Shire shall be final and conclusive.

5.22 Cooking

In relation to indoor facilities safe cooking is to be undertaken using the appliances installed in the facility only. Open spit roasters and other portable cookers are strictly prohibited indoors.

5.23 Heating

All heating is to be turned off prior to leaving the facilities.

5.24 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, users will be liable for the cost of replacement and for the cost of damage caused.

5.25 Breach of Conditions of Use

Any breach of any one or more of these conditions may at the discretion of the Committee of Management or Council result in the use, or any future use, of the facility being withdrawn, and your security deposit withheld.