

Mitchell Shire Council Terms and Conditions of Hire

Wallan Multipurpose Centre Bentinck Street Wallan



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The conditions of use outlined in this document relate to both the permanent and casual use of all Mitchell Shire council owned/managed facilities.

APPLICATIONS

Applications for use of any Mitchell Shire Council Facilities are made on the "Application for Hire Form", signed by the applicant, stating the purpose, hours and portion of the Facility required and containing the applicant's undertaking to comply with the conditions of hire.

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 facilities.

Where the application is made on behalf of an organisation or body of persons, the application shall state the name of said organisation and the authority of the applicant for making such application. The signed contract must be returned to the booking officer with payment within 14 days of the booking being made.

Groups are not legally permitted to use the facility until contract agreements are made in writing.

BOOKINGS

The Mitchell Shire Council Community and Recreation Department and relevant Reserve Committees of Management are responsible for the bookings of all permanent and casual usage of any Mitchell Shire Council owned/managed Facilities.

Individual Clubs utilising Council facilities do not have the authority to book the Facility or any of the Community Centres to any other Clubs, Group or Organisation without written permission from Council.

Tentative bookings will only be held for a period of seven (7) days.

All information relating to your booking should be listed on the "Application for Hire Form", including the purpose of use, Facility required, days and time required. Should your booking details change at any time, notice of all changed should be made in writing as soon as possible.

See: 'Cancellation'

CHARGES

General charges for the Facility will be determined by Council, and published in the Annual Budget.

For the hire to proceed, a security bond, and the full hire fee shall be paid at least seven (7) working days prior to the use of the Facility, unless otherwise authorised by Council.

LIMIT OF HIRING

All meetings or functions must end no later than the agreed time stated on the Hire Application form, including the removal of all decorations, litter or property belonging to the Hirer. Failure to comply with this section may result in additional hire charges being made against the Hirer.

Set-up and pack-up access can be provided free of charge only if the facility has not been otherwise booked for the period requested. However, no-charge access can only confirmed 24 hours prior to the requested access time. If you would like to secure this time it needs to be included in your hire application and fees.

The Hirer shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, Liquor Licensing Regulations and appropriate Work Cover legislation.

HIRE PAYMENTS

The annual fees and charges for the use of all Facilities and Community Centres are established in Mitchell Shire Council's Schedule of Fees and Charges.

Permanent Hirers

- All accounts to be paid in full by the required date on invoice.
- All monies not paid within the timeframe may result in keys to be held or recalled and access removed to the user concerned.
- Should a community group be experiencing financial difficulty, agreements can be made with council, for a part payment plan. You must contact your booking officer immediately you are experiencing difficulty making the required payment.
- Access will be suspended to all commercial groups that do not pay fees in the allocated timeframe.

Casual Hirers

- The hire charge must be paid not less than 28 days before the date on which the Facility will be used or immediately upon booking should this be less than 28 days.
- The hire charges payable will be those in effect at the time the Facility is used.
- Fees are subject to change and are to comply with Council's pricing policy.

DEPOSIT

Casual Hirers

A deposit of \$100.00 must be paid within 7 days of the booking being made. If the deposit is not received within this time, the booking will be regarded as not confirmed and may be cancelled without notice.

SECURITY BOND

The bond is security for any damage to the building and/or breach of conditions of hire. The security deposit will apply as:

- a guarantee of compliance with these conditions;
- a security against damage to, or loss of Council property, or damage to or loss of the property of a permanent user; and
- a security against the cost of any additional cleaning required to be performed by the Council as a result of your function.

Permanent Hirers

Permanent users are required to pay a security bond, which will be held in trust, until the group ceases use of the facility.

Casual Hirers

- a) Should the cost of repairing damage to the property exceed the bond, Council will recover the cost of repairs (including cleaning) from the Hirer and the Hirer agrees to pay this cost. The Council's decision as to the amount demanded will be final.
- b) The balance of the security deposit remaining after deduction of the amount referred to in a) will be refunded to the user
- c) 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 Council's finance department and refunds will take between two (2) and four (4) weeks to process.
- d) The cost of extra cleaning as a result of the function will be deducted from the bond. An account for additional costs will be forwarded by Mitchell Shire Council to the Hirer within thirty (30) days.

CANCELLATION

- a) When in opinion of the Council, the state of the Facility is such that it is not safe and should not be used, a cancellation of the usage of any scheduled activity may be required.
- b) A decision of the Council to cancel a scheduled activity, overrides that of any organisation or hirer.
- c) The user hereby agrees to accept the decision of the Council and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by the cancellation.
- d) The Council is empowered to cancel any booking made when the same is required for 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 incurred by the hirer.
- e) Any hire charge and security bond will be returned in full upon the condition that notification of such cancellation is received by the Council, in writing, at least one (1) calendar month prior to the function. Please allow one month from the expiration of your booking for the refund of your bond to be processed.
- f) If the function is cancelled within 14 days, the fee and/or bond will be forfeited.
- g) Permanent/regular users are required to give a minimum of 48 hours' notice of cancellation. If 48 hours' notice is not given the fees will be required to be paid.

CLEANING OF FACILITIES

- a) It is the responsibility of the user to ensure that the facility is maintained in a clean and tidy state at all times. Council officers will carry out periodical inspections and should the Facility, in the opinion of the Council Officer not be in a satisfactory state, the costs incurred in reinstating the Facility will be the responsibility of the user.
- b) Where facilities are shared it is the responsibility of the joint users to make the necessary arrangements to ensure that the Facility is maintained in a clean and tidy state at all times.
- c) Unless expressed written permission has been received from the Council, the Facility must be cleaned prior to 1:00am on the evening of the function. Sticky-tape and Blu-tac are not to be affixed to any painted surface of a Facility. No adhesive tape of any sort of permitted to be places on any floors.
- d) All rubbish should be removed from the centre, and placed in wheelie bins provided at each facility. Should these skips be full, all rubbish should be removed by the user group.
- e) All furniture to be placed in a safe and orderly fashion in storerooms provided and furniture replaced in the appropriate storage area prior to 1am or the designated time of closing.
- f) All equipment used for specific activities must be packed away in a safe and orderly fashion at the completion of your activity.

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

If a vacuum or carpet sweeper is provided, carpets should be cleaned.

DAMAGE

Any damage to the Facilities being used must be reported immediately to the Community and Recreation Department. 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 Councils' decision will be final and should the user fail to reimburse the Council for the repair or replacement costs after a reasonable time has passed, the Council may decide to withdraw the use of the facilities or community centres.

MAINTENANCE

All maintenance items should be reported immediately to the Centre Coordinator at the Facility, or to the Community and Recreation Department.

For emergencies call Mitchell Shire Council's After Hours Assistance on 5734 6200.

KEYS

All Mitchell Shire Council buildings are on a restricted key system limiting the duplication of 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)

Any unauthorised lock fitted by Community Groups will be immediately removed without notice by Council, at the expense of the user who fitted the lock.

Casual Hirers

The Facility Coordinator or Council's Community and Recreation Department will issue casual users with keys and alarm instructions, where applicable, to gain access to the Facility.

Keys must be returned the next business day immediately after your function or meeting. Lost, misplaced or stolen keys will incur a charge, which will be deducted from the hirer's bond.

Permanent Hirers

Upon initial allocation of a Facility to permanent users keys will be issued to the committee at the discretion of the Community and Recreation Department.

A Key Bond will be required to be paid at this time, to meet the cost of the provision of additional keys, including those which are lost or stolen. This Bond will be refunded when the key is returned.

Entry and closure

It is the responsibility of the user 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 damages and charges.

ALARMS

Some facilities may be alarmed, should this be the case, "Alarm Instructions", will be issued.

Failures to comply with alarm procedures will result in the hirer being liable for any costs incurred that are a direct result of breach of these instructions.

Should authorised hirers experience any difficulties with security systems, they should immediately contact the Centre Coordinator at the Facility or to the Community and Recreation Department on 5734 6200.

ACCESS

The user must allow unrestricted access to the Venue at any time by the Mayor, Councillors, Venue management and/or any other officer designated by the Council.

Access to the Venue is granted to the Hirer only during the Hire Period and may be extended subject to subsequent agreement to extend this at the sole discretion of the Council.

OBSTRUCTIONS

The user must comply with any applicable regulations made under the Building Act 1993. It is the responsibility of the user to ensure that all Emergency Exits, Access Ramps and Stairways remain clear at all times.

INSURANCE

Public Functions

The user shall provide to Council evidence in writing of a current public liability policy, with a limit of indemnity of not less than \$10 million.

Although all Council facilities are covered by its Liability Insurance Policy it is a requirement that clubs/organisations obtain their own public liability cover to provide indemnity and minimise costs associated with any possible claim.

- Festivals or events: The event organiser is required to affect their own insurance. In the case of markets, each stall holder should hold their own public liability insurance.
- Clubs/Organisations are required to obtain appropriate insurance to cover all equipment owned. Clubs or hirers are advised to take adequate precautions to ensure that equipment is stored safely. Council will not take any responsibility for equipment owned by clubs or hirers. Council will not be held responsible for non-council furniture and equipment – contents insurance for such equipment & furniture, is the sole responsibility of the user.
- Copies of subsequent renewals during the hire period must be provided to the Facility Coordinator or Council's Community and Recreation Department prior to the policy renewal date.

Private Functions

Individuals making a casual booking for a private function will be covered for Public Liability under Council's "Hirers' Policy", for a cost of \$20.00 paid at the time of final hire payment.

An excess of \$2,500 will be payable by the hirer for any property damage claims made under this policy. It is a condition of the "Hirers' Insurance Policy" that any service provider used for your event (for example: caterers, disc jockey, musicians) must provide evidence of not less than \$10 million Public Liability insurance. It is the hirer's responsibility to obtain evidence of this insurance. Failure to do so may void coverage under the Hirers' Insurance Policy.

SUB-LETTING

The Facility must not be sub-let or any tenancy transferred or assigned.

ANIMALS

No unauthorised animal(s) permitted to enter Council facilities.

VEHICLES

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 Mitchell Shire Council for any theft or damage thereto.

Vehicles must be parked in designated parking areas only.

LIQUOR

Hirers wishing to consume liquor on the premises must apply for a General Local Law Permit (Alcohol in a Public Place) through Mitchell Shire Council for a fee of \$118.

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

Further information and permit applications can be found on Council's website www.mitchellshire.vic.gov.au/services/local-laws-animals-parking/local-laws/local-laws-alcohol or by speaking with Council's Local Laws Team on 5734 6200.

This clause does not apply to events or festivals where a license has been obtained under the Liquor Control Reform Act 1998 for the consumption or possession of alcohol.

Liquor for Sale.

Any sales or charges for liquor, and the storage of liquor on the premises must be in accordance with the licence/permit from the Victorian Commission for Gambling and Liquor Regulation, and must also comply with the requirements of the Mitchell Shire Council. More information can be found via their website VCGLR.vic.gov.au or call 1300 182 457.

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 Co-ordinator prior to the function.

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 PartySafe registration form has to be completed and returned with these forms or directly to the local police station. More information can be found on the Victoria Police PartySafe website, or at your local police station.

GOOD ORDER

Clubs/Organisations and hirers will be responsible for the behaviour of its members/guests using the Facility, the preservation of good order in the Facility during the time the Facilities are allocated is the users responsibility. Any damage to the Facility or fittings due to irresponsible behaviours will be at the expense of the user.

Facilities will only be hired to responsible persons 18 years of age or older.

INFLAMMABLE ITEMS

The use of inflammable materials and or items eg. bales of straw/hay for decorations is strictly prohibited

SMOKING IS PROHIBITED IN ALL COUNCIL FACILITIES

The use of smoke machines is also prohibited in Council building, unless authorised by the Facility Coordinator.

LIGHTING

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

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 (ie at such a level that neighbours are disturbed) will result in the Councils retention of ALL of the security deposit.

HELIUM BALLOONS

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

STANDARDS OF BEHAVIOUR

Patrons and Staff

Patrons and staff are required to treat and deal with each other with respect, courtesy and integrity at all times.

All discussions between staff and patrons (and any other persons) must maintain appropriate standards of professionalism, courtesy, respect, and discretion. Appropriate standards of language must be maintained at all times.

Where a staff member identifies or is subject to any unacceptable or inappropriate behaviour or hears any unacceptable or inappropriate language, the staff member must immediately report all such incidents to the Coordinator.

The Coordinator will contact the patron/person to discuss the matter and the person committing the behaviour or using such language may be asked to leave the Centre, or denied future bookings.

Patrons (or any other person) may be banned from entering a centre or may be restricted in their movements within, or access to certain parts of a Centre.

Where a patron identifies any unacceptable or inappropriate behaviour or hears any unacceptable or inappropriate language, from a staff member or any other person, the patron should immediately advise the Coordinator who will deal with the issue appropriately and in accordance with Council's policies and procedures.

Any formal complaint of inappropriate or unlawful behaviour (sexual or other harassment, discrimination, victimisation, vilification or criminal assault) will be dealt with in accordance with Council policies and procedures and/or the relevant legislation.

Police may be called to investigate complaints or to escort individuals from a property if deemed necessary.

Parents and Staff

Parents and staff are required to treat and deal with each other with respect, courtesy and integrity at all times.

All discussions between staff and parents (other persons) must maintain appropriate standards of professionalism, courtesy, respect, and discretion. Appropriate standards of language must be maintained at all times.

Where a staff member identifies or is subject to any unacceptable or inappropriate behaviour or hears any unacceptable or inappropriate language, the staff member must immediately report all such incidents to the Coordinator. The Coordinator will contact the parent/person to discuss the matter and the person committing the behaviour or using such language may be asked to leave the Centre.

Parents (or any other person) may be banned from entering a centre or may be restricted in their movements within, or access to certain parts of a Centre.

Where a parent identifies any unacceptable or inappropriate behaviour or hears any unacceptable or inappropriate language, the parent should immediately advise the Coordinator who will deal with the issue appropriately and in accordance with Council's policies and procedures.

Any formal complaint of inappropriate or unlawful behaviour (sexual or other harassment, discrimination, victimisation, vilification or criminal assault) will be dealt with in accordance with Council policies and procedures and/or the relevant legislation.

Police may be called to investigate complaints or to escort if deemed necessary.

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 Chief Executive Officer shall be final and conclusive.

COOKING

In relation to indoor Facilities safe cooking is to be undertaken on the appliances installed in the facility only. Open Spit Roasters and other portable cookers are strictly prohibited indoors.

HEATING & COOLING

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

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 and cost of replacement or damage, as a direct result from this infringement, all costs are to the responsibility of the hirer.

SHARED USAGE

Clubs/organisations and hirers sharing a Facility are to liaise with other users to ensure clashes do not occur over training schedules and facility usage.

BREACH OF CONDITIONS OF USE

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

Attachment 1: EMERGENCY CHECKLIST

No power, or appliances not working? Have you...

- ☐ Checked the switchboard if accessible?
- ☐ Checked all the light switches?

If you have tried all of the above, call Council's after hours service on 5734 6200.

Trouble with security system?

- ☐ Have you followed your instructions?
- ☐ Are you entering the correct PIN number?
- ☐ Are you pressing 'OFF' after you enter your PIN?
- ☐ Are all the doors and windows in the building closed?
- ☐ Are there other people in the building?

If you have tried all of the above, call Council's after hours service on 5734 6200.

Keys not working?

- ☐ Are you entering through the correct door?
- ☐ Are you using the correct key?

If you have tried all of the above, call Council's after hours service on 5734 6200.

IF YOU HAVE LOST OR MISPLACED YOUR KEYS, YOU MUST CALL THE FACILITY COORDINATOR OR COMMUNITY AND RECREATION DEPARTMENT NEXT BUSINESS DAY. COUNCIL'S AFTER HOURS SERVICE WILL NOT PROVIDE YOU WITH SPARE KEYS.

Please note: This number should be used for situations that need immediate attention, for example, broken windows or lack of power etc. Questions with regard to chairs, tables, heating, lighting etc, should be discussed with the booking officer prior to your function as per the above listed Conditions of Hire.