



Casual Hire Form

Management of the facility has been vested in the Committee of Management appointed by the Baw Baw Shire Council.

Before lodging the 'Application for Hire' with the booking officer, it is important that you read and understand all 'Conditions of Hire' and appropriate hire charges.

The personal information requested on this form is being collected to enable council to consider the application. Council will use this information for this purpose or one directly related and may disclose this information as required by law in accordance with the *Privacy and Data Protection Act 2014*. The applicant may apply to council for access and/or amendment of the information by contacting council's freedom of information/privacy officer on 5624 2436

Section 1: Conditions

Some important conditions relate to:

Liquor: If liquor is to be sold or consumed at your function a liquor licence and Victorian Food Act registration must be obtained;

If the premises is already licensed contact;

Liquor Licensing Inspector, Warragul Police

If the premises is unlicensed contact;

Council's Statutory Planning Department on 5624 2411

Music: A Permit may be required if live or recorded music is to be played for public performance, broadcast or communication;

Contact APRA-AMCOS

Call Licensing Services on 1300 852 388

Food: Any caterer or person engaged to prepare and supply food must hold a current Food Act registration.

Call Council's Public Health Unit on 5624 2519

Insurance : You must supply a copy of your own Public Liability insurance for your function or apply for Council's one-off casual hirer's insurance scheme.

Camping: No Camping is permitted at Council owned or controlled facilities.

Hire Fees

Hire Fee

Bond

Other Charges

Booking Officer Contact

Name:

Phone Number

E-mail

Section 2: Booking Confirmation

Send to Hirer once booking is confirmed

Hired Area

Name of Hirer

Contact Person

Phone Number

Postal Address

Unit Number

Street or Post Box Number

Street Name

Town

Postcode

Purpose of Booking

Additional Requirements of Booking

Keys Pick Up

Keys Return

Start Date

Start Time

End Date

End Time

Costs for Hire

Cost of Hire
(includes GST)

Casual Hirers
Liability Insurance
(if required)

Bond

Other Charges

Total Charges

Section 3: Application for Casual Hire

Name of Facility

Name of Hirer

Contact Person

Phone Number

Postal Address

Unit Number

Street or Post Box Number

Street Name

Town

Postcode

Hired Area

Purpose of Booking

Dates and Times Required

Start Date

Start Time

End Date

End Time

Total number of people expected in Hired Area

Costs for Hire

Cost of Hire (includes GST)

Casual Hirers Liability Insurance (if required)

Bond

Other Costs

Total Costs

Does your organisation or group have Public Liability Insurance of \$10 million or more? (Please attach a copy of your 'Certificate of Currency')

Yes

No

If you do not have Public Liability Insurance, do you wish to apply for Council's "one off" Public Liability Insurance for the duration of the function?

Yes

No

Council's "one-off" policy costs \$20.00 and is subject to conditions and exclusions. Please allow 10 working days for the policy to be approved. Ask the Booking Officer for information on this policy.

Will alcohol be sold or consumed at your function? A permit maybe required for consumption after 11.00pm.

Yes

No

If 'Yes', a permit is required as follows:

If the premises is already licensed contact; Liquor Licensing Inspector, Warragul Police

If the premises is unlicensed contact; Council's Local Laws Department on 5624 2411

Will food be sold at your function?

Yes

No

A permit is required if food is prepared for sale, call Council's Public Health Unit on 5624 2519.

Any catering company used or contracted must have a current Food Act Registration.

Will live or recorded music be played for public performance, broadcast or communication at your function?

Yes

No

If 'Yes', a licence maybe required for your function. To find out more contact Australasian Performing Rights Association/ Australasian Mechanical Copyright Owners Society on 1300 852 388.

Cleaning and waste removal after the function includes

Professional cleaning and waste removal is built into the hire cost at this facility. You are still responsible for leaving the facility in a clean and tidy condition after your event.

All cleaning and waste removal at this facility is the hirer's responsibility.

Is a large temporary structure to be erected at your function?

Yes

No

Are you seeking permission for an open fire at your function?

Yes

No

If 'Yes' a building permit may be required, please contact your local Country Fire Authority.

Are you seeking permission for animals indoors at your function?

Yes

No

If 'Yes' please contact Council's Occupational Health and Safety Coordinator on 5624 2496. It is expected that event organiser's will ensure all respective licenses and competencies are held by all users of plant

If you have said 'Yes' to several of the above questions, please contact Council's Event Coordinator on 5624 2539 to clarify if your function is classified as an event.

Declaration

I acknowledge that:

I have read and understood the Conditions of Hire;

Where the Hirer is a Company or Incorporated Association, I am authorised by the Hirer to complete this Application Form on the hirer's behalf; and

I am personally responsible for ensuring that the Hirer complies with the Conditions of Hire and if the Hirer breaches any of the Conditions of Hire, I will be personally responsible for any such breaches, including any damage to the Hired Area.

I request that:

The Hired Area is hired to the Hirer on the terms contained in the Condition of Hire and Application Form.

Applicant's Name

Applicant's Signature

Date

Committee/ Office Use Only

Payment
Received

Cost of Hire

Receipt Number

Casual Hirer's
Insurance

Receipt Number

Bond

Receipt Number

Bond Returned

Section 4: Conditions of Hire

Application for Use

The hirer must, at least fourteen (14) days prior to the commencement date:

Complete and deliver the application form to the Booking Officer;

Pay any requested booking deposit which will be deducted from the amount of the Hiring Fee.

Bookings are not confirmed until the application form is completed and monies paid.

Notice of cancellation must be received by the Booking Officer in writing seven (7) days prior to the date of the event, otherwise monies paid will be forfeited.

Permission to Use

Permission to use the facility may be granted only by the Booking Officer acting on Council and the Committee's behalf. Additional time required outside the hours of use for setting up, cleaning up etc., shall be at the discretion of the Booking Officer.

The Hirer shall not permit any function to continue beyond the time specified in the application form. If this occurs, extra charges may apply or the bond may be forfeited.

The Hirer must only use the hired area for the use specified in the application Form. Should the facility be used for any other purpose, extra charges may apply or the bond forfeited.

It shall be at the discretion of Council to refuse to hire the facility and a booking may be cancelled at any time. All monies paid will be returned to the Hirer who then will have no claim for any loss or damage

This agreement provides the Hirer a licence to occupy the hired area. This agreement does not confer any rights to exclusive possession. The Hirer shall only be permitted to use the part of the facility set out in the application form.

No portion of the facility shall be sub-let.

Hiring Charges

All charges shall be paid in full no later than thirty (30) days before the commencement date as specified in the application form.

A bond as determined by Council or the Committee must be paid by the Hirer as security against damage or additional costs to the facility or any building thereon. Such amount may be in line with Council Policy, and applied to repairing damages or towards cleaning the facility where the Hirer has failed to meet their obligation. In the event that the bond is not sufficient, the Committee reserves the right to take action for recovery of any deficit.

Good Order

The Hirer shall be responsible for the maintenance and preservation of the facility in good order throughout the duration of the hire period.

The Hirer is responsible for the full replacement cost of any damage or breakages to the facility, its fittings and contents.

At the conclusion of the hire period all displays and promotional material, excess rubbish and other equipment associated with the hire must be removed and the hired area should be left in a clean and tidy condition. If reinstatement is required the cost will be deducted from the Hirers bond.

The Hirer must not permit the number of people in the hired area to exceed the maximum number specified in the application form.

Cleaning

The facility must be cleaned and ready for the next user including:

sweeping and mopping of floors;

wiping down all bench tops, tables and chairs;

cleaning stoves, ovens, microwaves and equipment used;

removal of all food or drink from the facility;

removal of all decorations;

tables and chairs safely stacked and returned to storage areas;

the outside area, including car park to be free of litter.

Rubbish Disposal

The Hirer is required to clean up and remove all rubbish from inside and outside of the facility at the end of the Hire. All rubbish to be placed in bins (where provided and directed by the Booking Officer) or Hirer to remove all rubbish at their own expense.

Instruction to Access

Council, the Committee or its authorised representatives shall be entitled to free access to the facility during the hiring for the purpose of Council business.

Any reasonable instructions given by any person named in to any persons admitted by the Hirer shall be obeyed.

Facilities Available

The facility and toilets are available to the Hirer. Use of any other building shall be by arrangement with the Booking Officer and detailed in the application form.

Alcohol

The Hirer must not sell or distribute any alcohol in the hired area or allow any alcohol to be consumed or brought into the hired area, unless the Hirer has obtained a permit under the *Liquor Control Reform Act 1998 (Vic)*.

Where alcohol is to be sold the hirer must also hold a current *Victorian Food Act 1984* registration.

The Booking Officer must receive a copy of the licence and registration prior to the function commencement date.

Catering

Caterers preparing food for sale must be registered and comply with the Food Act 1984 and conditions of their food safety program.

Any food must be supplied or prepared in an appropriate manner.

Hirers must place all waste materials in the receptacles (where provided) and leave the kitchen area thoroughly clean. If reinstatement is required the cost will be deducted from the Hirers bond.

Insurance

Any goods or equipment owned by the Hirer, guests, paying customers or employees of the Hirers are not covered under Council's insurance.

Liability for injury to persons during the hire period is not covered by Council's insurance. Separate Public Liability Insurance and any other appropriate insurance shall be taken out by the hirer and presented to the Booking Officer prior to the date booked.

The hirer shall not neglect to do anything, which will affect the insurance policies in connection with the facility.

The hirer shall take out and keep during the period of the hire, a liability insurance policy, covering the Hirer against all actions, claims, costs, charges, expenses and damages whatsoever which may be brought or made or claimed against them arising out of, or in relation to the facility.

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Committee of Management, Council and its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever, which may be brought or made or claimed against them, or any of them arising out of, or in relation to, the said hire.

A copy of a Certificate of Currency for public liability insurance for a minimum of \$10 million must be presented to the Booking Officer prior to the hire of the facility. The policy must be in the name of the hirer and provide cover for the planned activity/event.

Theft

The Committee shall not be liable to the Hirer or any person for any article or thing being lost, damaged or stolen.

Contractual Obligations

The Committee shall not be liable for any negligent act of the Hirer in connection with the use of the facility, nor breach of a contractual obligation by the Hirer with regard to such use.

Refund of Bond

The amount of the bond to be refunded will occur after inspection of the facility by the Booking Officer following the hire less any amount required by the Committee to:

repair any damage to the hired area which occurs when the Hirer had access, regardless of how the damage occurred;

clean the hired area after use so that it is in the same condition it was prior to the hire;

recover any costs due to a breach of these conditions by the Hirer.

Conclusion of Function

Hirers, upon leaving the facility, should ensure that it is left in the same condition it was prior to the hire, with all power switched off and doors securely locked as instructed by the Booking Officer.

Keys

Keys must be collected from and returned promptly as directed by the Booking Officer. The Hirer must not duplicate keys or change locks to the hired area or the facility.

Animals

The Hirer must not allow any animals to be brought indoors into the hired area without prior written consent of Council's Public Health Unit.

No Smoking

The Hirer must not allow any persons to smoke in or in the immediate vicinity of the hired area.

Fires

No fire shall be lit on days of Total Fire Ban. Open fires require prior written consent from the Country Fire Authority and/or Council.

Nuisance

The Hirer must not do anything in connection with the hired area which may cause a nuisance or interference with any other person.

The level of noise should not unduly interfere with local residents.

All efforts should be made to ensure participants leave the facility in a quiet and orderly manner.

Amplified music maybe permitted as part of the application. Failure to reduce noise levels when directed by the Committee, Police or Council shall be deemed a breach of the hire conditions

Car Parking

The Hirer is responsible for the behaviour of all drivers arriving and leaving the hired area, including any car park forming part of the premises.

Cars should be parked lawfully and in legitimate parking places and not over driveways

Drivers of vehicles should observe parking regulations and Council's Local Laws.

Plant, Equipment, Hazardous Goods or Dangerous Substances

The Hirer must not bring any heavy plant or equipment, hazardous goods or dangerous substances into the hired area without prior consent from Council.

Temporary structures

The Hirer must not erect any temporary structures such as staging, tents, marquees, shade sails or similar without prior consent from Council.

Performing Rights and Music

The Hirer shall be responsible for obtaining all necessary permits and for payment of all fees for the performance of any show, act or other breach of copyright.

Decorations

Decorations must not damage the facility, be hung from ceiling fans and must be removed at the conclusion of the hire.

All adhesive tape must be removed and nails or screws must not be used.

Change of Conditions

Council or the Committee reserves the right to change, vary or impose additional conditions if deemed necessary at any time.

Compliance with Laws

The Hirer must comply with all laws and not permit any illegal activities in connection with the hired area.

Termination of Hire

This Hire Agreement may be terminated at any time if the Hirer:

Has not paid the hire fee in the manner specified in the application form.

Breaches any of the Hirer's obligations specified in these conditions and fails to remedy that breach.

Disputes

In the event of any disputes or differences arising as to the interpretation of these conditions, or any other matter, the decision of Council shall be final.

Emergency Management Access

In the event of a Municipal Management Response, Council reserves the right to cancel, change or alter this Hire Agreement for the purpose of responding to the crisis.