



Community Halls

Terms and Conditions

General hall hire

The hirer completing online booking form agreeing to the terms and conditions must be over the age of 18 years.

Hire of the Old Shire Hall, Exhibition Hall, Trafalgar Community Centre (inclusive of the Main Hall, Sun Room, and Billiard Room) and the Goods Shed is subject to the terms and conditions below. However, the Goods Shed is available for hire by community groups only. Council reserves its right to amend the conditions in this document or introduce additional conditions to this document as required.

Applications

Council reserves its right to accept or decline any booking and may cancel any booking that is not made according to the terms of this agreement.

The hirer must complete an online booking form at least five 5 working days prior to the date of hire.

The hire period listed on the online booking form must include sufficient time for set up and pack down. The hirer must ensure that the booking ends and the hall is vacated by the time nominated on the form; if a hire continues beyond this time extra charges will apply and be deducted from the bond. The hirer must only use the hall requested for the use specified in the booking details or correspondence. Should the facility be used for any other purpose, the hirer will not be able to make future bookings for the hire of Council facilities.

The hirer shall nominate all areas of the hall that they wish to use on the online booking form. The hirer will only be permitted to use the nominated areas for the nominated times for the permitted purpose.

Tentative Bookings

A booking will remain tentative until all required documentation has been provided and the full payment has been received. A hirer will receive confirmation of their booking via email once all information has been received by the booking officer.



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Confirmed Bookings

A booking will not be considered confirmed until the following documentation has been provided;

- A completed online booking.
- Agreed to the terms and conditions via the online form.
- Payment in full for the booking.
- Copy of your Public Liability Insurance Certificate of Currency.
- Copy of your liquor license – if applicable.
- Copy of your public event documentation – if applicable.

Should your payments not be received within 3 days of the date your online booking was made your booking may be cancelled.

Cancellations

Cancellations must be in writing and emailed to venue.hire@bawbawshire.vic.gov.au or online. Council may cancel the booking at any time if the hirer does not;

- Pay the hire fee or bond in the manner prescribed in this document;
- Comply with any of the terms and conditions of this document.

Council reserves its right to cancel bookings which will impact its own operational needs, cause it any risk, or otherwise concern at its own discretion and refund all monies to the hirer. The hirer, by signing and submitting this form, acknowledges and agrees that it will have no further claim for compensation against Council for any matter resulting from a cancelled booking.

Payment Methods

Payments via credit card will be accepted. If you wish to make payment via cheque, cash, or Eftpos please contact the Booking Officer to arrange this.



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Bond(s)

Hirers are required to pay a bond at the time of booking. On request a bond can be paid prior to or upon collection of the key. The bond is held by council until the booking officer has inspected the hall, confirmed it has been left in good order and the key has been returned after the booking. The bond may be used to cover the damage or additional cleaning requirements. Bonds amounts will be applied according with the fees and charges schedule in Councils adopted budget.

Where the bond is required to cover damages or loss resulting from the hirers booking, the hirer will be notified within 21 working days of the return of the key. If the total costs exceed the bond amount the hirer will be invoiced and will be required to pay the balance within 21 days. All bonds will be returned via cheque to the address advised on the online booking form.

Access and Key

A key for the hall will be available to collect from the Councils Customer Service Centre, 33 Young Street Drouin one (1) business day prior to the booking date. Keys must be returned within one (1) business day following the booking. Loss of the key will incur a fee as outlined in "penalties and damages". The hirer maintains personal responsibility for the key from the time of collection until the return to Council. Keys must not be given to any other person(s) and are only to be used for the time outlined in your application.

The hirer must provide unrestricted access always to Council and its authorized representatives during any period of hire and is required to comply with any reasonable directions given by the same.

The hirer must not permit the number of people in the hirer area to exceed the maximum number of guests permitted in the hall.

Good Order

The hirer is required to comply with the terms and conditions listed herein and to maintain good order in the hall throughout the duration of the use.



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Penalties and Charges

- Extra Cleaning – including but not limited to – rubbish removal, kitchen cleaning, cleaning closet not left neat and tidy, chairs not stacked and stored neatly: \$70 per hour
- Floor Polishing: Will be quoted on an as needs basis. This will depend on the damage caused and extent.
- Key Loss: \$500
- Hall doors not secured: \$200
- Alarm (if applicable) not armed: \$100
- Alarm false alarm or call out: \$50
- Noise Disturbance: \$200

Cleaning

The hirer is responsible for leaving the hall and its room(s) in a clean and tidy manner. All rubbish is to be placed in the external bins provided at the hall. Where external bins are not provided or may be otherwise full, the hirer is responsible to take rubbish with them when they leave the hall and dispose of it elsewhere.

The hirer must;

- Ensure that there is no food or drink left at facility
- Remove all decorations, including tape etc
- Safely stack all tables and chairs and return these to the storage area if one is provided.
- Check external areas to ensure these are left free from litter,
- Vacuum and/or sweep, then spot mop the floors where required.
- Mop kitchen floors
- Clean and disinfect kitchen benches

Hall keys will unlock bins where locked. It is recommended that large bookings seek additional bins. Hirers may request Council arrange an additional bin at the hirers own cost. If a hirer or contractor fails to place rubbish in the supplied bin an additional cleaning charge will be taken from the bond.



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Alcohol

Trafalgar Community Centre, Exhibition Hall, and Old Shire Hall are not licensed. If a hirer intends to sell alcohol during a booking either directly or indirectly, they must apply to the Victorian Commission for Gambling and Liquor Regulation for the appropriate liquor license. For more information on liquor licenses and requirements, please go to www.vcglr.vic.gov.au or 1300 182457.

The booking officer must receive a copy of the liquor license prior to the booking date. By signing and submitting this form the hirer acknowledges and agrees that they are aware the service of alcohol may increase the risk of damage to the hall and that the hirer will hereby take full responsibility for rectification of any such damage which may occur both inside and outside the hall.

The Goods Shed is an alcohol-free venue.

Gambling

The hirer must ensure that no games of chance, in which money is directly or indirectly passed as a prize are conducted at the hall. The hirer may, with the consent of the Council, use the hall for games of bingo, raffles or similar provided that the hirer has obtained the necessary permit from the Victorian Commission for Gambling and Liquor Regulation www.vcglr.vic.gov.au or 1300 182 457.

Catering

If the hall has a self-catering kitchen area, then it is the hirers responsibility to ensure that they or any contractors/person(s) engaged, comply with the Food Act 1984 and the Health Act 1958 and regulations regarding to the use of the kitchen for bookings where food is sold as outlined in the Health Act 1958.



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Equipment

Should the hirer, contractor or third party bring any equipment into the hall, the hirer must ensure that:

- All electrical equipment is tested and tagged
- All leads are secured to prevent any trip hazards
- No equipment causes damage to the floor or walls and any other part of the hall
- All equipment, and the operation of it, is safe and does not create hazards.
- Equipment, its operation and set up must not interfere with the operation of the complex or the evacuation plan.
- Items such as but not limited to fireworks, confetti cannons, smoke machines and dry-ice effects are not permitted.

Decorations

Decorations are welcome however they must not damage the facility and must be removed at the conclusion of the booking. Packing tape is not permitted within the hall. Hirers must only use cloth tape, or electrical tape to fix items, to walls. Permanent fixings such as nails, screws etc. must not be used. Use of such items will result in the bond being retained and the hirer being invoiced for costs to rectify the damage over and above the amount of the bond.

Decorations are not permitted in the Goods Shed.

Performing Rights & 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.

Noise Levels

The hirer agrees that level of noise should not unduly interfere with local residents and will comply with the Environmental Protection Agency Victoria. Amplified music may be permitted as part of the booking. Failure to reduce noise levels when directed by the booking officer, Police Officer or other Council officers shall be deemed non-compliance by the hirer and will result in the hirer not being able to hire, occupy, lease or license any other Council facility now or in the future.

All amplified noise (music and microphone) must cease by;

- Monday to Thursday by 10 pm
- Friday by 11 pm
- Saturday and public holidays: by 11 pm
- Sunday by 10 pm



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Should you engage external contractors directly, it is the responsibility of the hirer to ensure that contractors comply with all workplace health and safety requirements and the terms and conditions of the hire of hall requested.

External contractors providing work/services (i.e. caterers, audio-visual companies) must provide a copy of their public liability to the hirer to submit with the booking confirmation.

Insurance

A copy of a Certificate of Currency for public liability insurance for a minimum of \$10 million must be presented to the booking officer when booking. The policy must be in the name of the hirer and provide cover for the planned booking.

Outside Contractors

By signing and submitting this booking, the hirer agrees to indemnify, to keep indemnified, and to hold harmless 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, any hire of any Council space, hall or facility.

Nuisance

The hirer must not do anything in connection with the hall which may cause a nuisance or interferes with any other person. The hirer must make all efforts to ensure guests leave the facility in a quiet and orderly manner. Unsocial behaviour (including spitting, insulting language, disorderly behaviour, excessive noise or property damage) is prohibited.

Unforeseen Circumstances

In the event of an emergency, catastrophic event or other circumstance renders the hall unable to be utilized by the hirer, or where there is any interruption of electricity or gas supplies, industry disputes, plant or equipment failure, or other unforeseen interruption, Council will cancel any booking and refund any deposit as soon as it becomes aware of the issue. Where this occurs, Council will endeavour to transfer the booking to an available hall and will notify the hirer; however the hirer acknowledges that it may not always be possible to transfer the booking and so a cancellation and refund will be given.

Emergency Management Access

In the event of an emergency, Council may cancel, change or alter these conditions for the purpose of responding to Municipal Emergency Management crisis.



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Force Majeure

In the event of a natural disaster such as earthquake, fire, flood, or civil disturbance preventing either hirer or Council from carrying out their obligations under this agreement, neither the hirer nor the Council shall be liable for the non-performance under this agreement and all monies held will be refunded.

Animals

The hirer must not allow any animals to be brought indoors into the hall requested without prior written consent of Council's Environmental Health Department. This does not apply to service animals; where possible service animals that are anticipated to attend shall be advised at the time of booking.

Smoking

The hirer must not allow any persons to smoke in or within 10 meters of the entrance of the hall.

Security

The hirer acknowledges and agrees that they accept full responsibility for the actions of its employees, guests, patrons, and attendees. For evening bookings and bookings where alcohol is being consumed, Council strongly advises the hirer to engage qualified security personal and adhere with the conditions of any temporary liquor license as required.

As a guide, the Council recommended two (2) security staff members for the first 100 guests and one security staff member for each additional 100 patrons or part thereof.

It is also highly recommended that for all evening bookings or those where alcohol will be available for the hirer to log a Victorian Police Party Safe Program Form at your local police station or online at www.police.vic.gov.au

Car Parking

Cars should be parked lawfully and in legitimate parking places and not over driveways. Drivers of vehicles should observe all parking signs, 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 hall requested without prior consent from Council.



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Temporary structures

The hirer must not erect any large temporary structures like staging, lighting rigs, expo stands etc. without prior consent from booking officer.

Occupancy Permit for Places of Public Entertainment (POPE) – Exhibition hall Only

As the Exhibition hall is greater than 500m² hirers will be required to provide the information requested from the booking officer if the hirer intends to use the Exhibition hall for the use for the purpose of providing public entertainment, i.e. Theatre performance, Expo, art show.

Goods Shed Permitted use

Guidelines stipulate that this venue is only available to community groups for a community purpose. In this venue, you are not permitted to hold private functions or events, conduct a retail activity or engage in any occasion where an attendance fee or charges are applied.

Please note: The Goods Shed is an alcohol-free facility. Your booking may be cancelled at any time if we believe your usage is outside of these guidelines.

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