



Venue Hire

Terms and Conditions of Use

1. Hire Terms

- 1.1 These Terms of Use apply to the use of Council halls, function rooms, pavilions and other venues, referred to in these Terms of Use individually or together as applicable as the “Venue”.
- 1.2 The use of the Venue may be for a once only single use or for regular weekly, monthly (‘ongoing’) or other use as specified in the Hire Application Form
- 1.3 In relation to ongoing hire, the Hirer acknowledges and agrees that no property rights arise in the Hirer and no relationship of landlord and tenant is created by virtue of the Council and the Hirer entering into this agreement.

2. Hirer

- 2.1 In these Terms of Use, the “Hirer” means the person who or organisation that has applied to use the Venue. Where the Hirer is an organisation, the person who makes the booking is jointly and severally liable together with the organisation to ensure compliance with these Terms of Use including with respect to the payment of fees.
- 2.2 Council reserves the right to refuse any booking application for any reason whatsoever. Council will only accept a booking where the applicant is aged 18 or over and proof of age may be requested. Where a booking is made on behalf of an organisation, the person who makes the booking must certify that he/she has the necessary authority to make the booking and include his/her personal contact details as well as those of the organisation on the Application Form.

3. Application and Bookings

- 3.1 A minimum of seven (7) business days’ notice is required for all Venue bookings.
- 3.2 A booking will not be confirmed until a completed application is submitted by the Hirer, the applicable hire fee set by Council is paid and Council has issued a written booking confirmation.
- 3.3 Bookings are to include set up and pack down times associated with the booking. Hirers will not be granted access to the Venue outside of their allocated booking time.

4. Hire Fees

- 4.1 The Hirer must pay the full hire fees and applicable bond (as determined by Council) at the time of confirmation.

5. Insurance

- 5.1 If the Hirer is a company, association, organisation, club or group, the Hirer must during the period of hire, hold current public liability insurance with an insurer acceptable to Council with minimum coverage per event of \$20,000,000 (twenty million dollars).
- 5.2 If the Hirer is an individual, the hirer may be eligible to purchase Council's single use Community Liability Pack which provides \$20,000,000 (twenty million dollars) coverage for \$20.00. Indemnity is only provided to the hirer of the facility and for no longer than 5 consecutive days. Indemnity (please refer to Schedule Three for exclusions and guidelines) is not provided to any other participant/performer/contractors that may be involved in the hire activity (e.g. a caterer or entertainer engaged for a private function).
- 5.3 Council's consent to use the Venue is conditional upon proof of the required insurances in the form of copies of certificates of currency being submitted at the time of the booking. Bookings submitted without proof of the required insurances will not be confirmed until the certificate of currency has been received by Council.
- 5.4 Where Council does arrange for the Hirer to be covered under a Council-purchased policy as referred to in clause 5.2 and an event occurs which may give rise to a claim, the Hirer must in the first instance advise Council as soon as possible.
- 5.5 The Hirer acknowledges and agrees that Council will not be responsible for any loss or damage, however caused, to any property whatsoever belonging either to the Hirer or any person attending the Venue. Insurance for non-Council property brought onto the Venue is entirely the responsibility of the Hirer.
- 5.6 For the purposes of any claim made pursuant to clause 5.4, the Hirer acknowledges and agrees that Council's responsibility will only extend to facilitating the lodgement of a claim and that Council will not be obliged to participate in any dispute the Hirer may have with the insurer of the policy referred to in clause 5.2. Council will not under any circumstances either reimburse the Hirer for the payment of any deductible or pay the Hirer a sum equivalent to the amount of any amount denied or reduced under the Hirer's claim.

6. Liability and Indemnity

- 6.1 To the extent permitted by law, no warranty or assurance is given that the Venue is fit for any purpose or use required by the Hirer unless advised to and agreed by Council in writing prior to the hire.
- 6.2 To the extent permitted by law, Council is not liable to the Hirer for any loss, damage, claim or expense (loss) whatsoever suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the hire or use of the Venue, except to the extent that such loss is caused or contributed by the negligent acts or omissions of Council, its employees or agents.
- 6.3 Council will not be responsible for any indirect or consequential loss that the Hirer may suffer, including lost profits, lost revenue or lost opportunities, loss of goodwill or loss of reputation.
- 6.4 The Hirer uses the Venue at its own risk.

- 6.5 The Hirer agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought or made or claimed against it, or any of them, arising out of or in relation to, the Hirer or its members, employees, agents, contractors, licensees and invitees' use of the Venue, or in relation to the cancellation of a booking by Council in accordance with clause 7.4 except to the extent that it arises out of any negligent act or omission of Council, its employees or agents.

7. Cancellations

- 7.1 Notification of changes to bookings and cancellation of a booking, less than two (2) business days before the date of hire, must be made to Council in writing.
- 7.2 Where notice of cancellation is given by the Hirer less than two (2) business days before the date of hire, the hirer may (at the discretion of Council) be liable to pay an administration fee for the cancellation. The bond (where applicable) will be refunded in full.
- 7.3 Where notice of cancellation is given by the Hirer two (2) business days or more before the date of hire, a full refund of the hire fees will be made. The bond (where applicable) will be refunded in full.
- 7.4 Notwithstanding any other provision of these Terms of Use and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel any booking at any time or to refuse to allow any hire of the Venue in circumstances where the Venue is required for Council use or where Council reasonably considers the proposed use will be detrimental to Council or a third party, in which case, a full refund of all monies paid will be made.
- 7.5 Council reserves the right to cancel any booking in circumstances where the Hirer has submitted false, inaccurate, insufficient, or misleading information in its Application Form or otherwise. In such circumstances, a full refund of the hire fee and bond (where applicable) will be made.

8. Catering and Alcohol

- 8.1 Food must not be prepared or served or sold at the Venue:
- 8.1.1 unless, in the case of sale of food, the Hirer is registered with Council and has notified Council's Public Health Unit accordingly. Where a professional caterer is to be used, the caterer must have a fixed registration with Council pursuant to the *Food Act 1984*;
 - 8.1.2 except within appropriate areas and utilising equipment provided for that purpose at the Venue;
 - 8.1.3 except in accordance with the *Food Act 1984*
- 8.2 Alcohol must not be sold, served or consumed (including BYO) at the Venue:
- 8.2 unless the Hirer has provided proof of an approved Temporary Liquor Licence from the Victorian Gambling and Casino Control Commission for the purpose to sell alcohol.
- 8.3 Copies of relevant permits/licences must be submitted to Council at least five (5) business days before the start date of the hire.
- 8.4 Failure to comply with section 8.3 may result in the termination of the booking.

9. Electrical Appliance Testing

- 9.1 Council will ensure the testing and tagging of all Council provided electrical equipment within the facility in accordance with Australian Standard AS 3760. The Hirer will need to ensure that such tags are not removed or interfered with and will report any equipment without tags.
- 9.2 The Hirer is responsible for ensuring that any item of electrical equipment brought to the Venue by the Hirer (or any other person by association) complies with Australian Standards and relevant regulations. Electrical equipment includes, but is not limited to, appliances, leads, power boards, etc. Council may immediately remove any untagged equipment from the Venue without notice if it perceives the item presents a hazard.

10. General Provisions of Use

10.1 The Hirer:

- 10.1.1 must not use smoke, fog, haze machines or any similar devices, candles or naked flames of any sort at the Venue (which includes the use of naked flames for the purposes of kosher sterilisation of any kitchen areas comprising the Venue);
- 10.1.2 must not use gas cylinders at the Venue or on any surrounding grounds or other external areas of the Venue;
- 10.1.3 is responsible for the costs associated with the Metropolitan Fire Brigade attending the Venue as a result of any breach of these Terms of Use;
- 10.1.4 must not use at the Venue or on any surrounding grounds or other external areas of the Venue streamers, confetti (including spray confetti), rice or any other articles advised by Council to be unacceptable;
- 10.1.5 must not carry on any activity at the Venue which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable;
- 10.1.6 must not cause inconvenience to nearby residents or persons in adjoining rooms or property and must leave the Venue in a quiet and orderly manner so as not to disturb others;
- 10.1.7 must vacate the Venue at the conclusion of the hire;
- 10.1.8 acknowledges that smoking/vaping is strictly forbidden inside the Venue and on verandas, porches, balconies and courtyards of the Venue and must ensure that smoking/vaping does not occur in breach of this clause
- 10.1.9 must not use roasting spits in the Venue and must obtain the prior written consent from Council for use of roasting spits on any surrounding grounds or other external areas of the Venue;
- 10.1.10 is responsible for the conduct and behaviour, including compliance with these Terms of Use, of all its members, employees, agents, contractors, licensees and invitees;
- 10.1.11 must not attach posters or advertising material of any description to any surface of the Venue or other Council asset;
- 10.1.12 must not pierce any floor, wall or other part of the Venue or any fitting or fixture therein whether by the use of nails, tacks, screws or otherwise;

- 10.1.13 is responsible for, and must make good, any loss or damage occasioned to the Venue including Venue furniture, fixtures, fittings or other property during the period of the hire;
 - 10.1.14 is solely responsible for the provision and arranging of first aid or medical services in connection with the hire of the Venue;
 - 10.1.15 must observe all statutory rules and regulations applicable to the hire, including without limitation, Council's Local Law (information on the Local Law is available at www.bawbawshire.vic.gov.au);
 - 10.1.16 acknowledges that the use of helium balloons is permitted subject to the Hirer being liable for any costs incurred by Council for the repair of any damage caused;
 - 10.1.17 acknowledges that tents, marquees and inflatable items are prohibited at the Venue;
 - 10.1.18 acknowledges that animals (other than service animals) are prohibited at the Venue;
 - 10.1.19 acknowledges that the Hirer is only permitted to use the Venue which is the subject of these Terms of Use and where the Venue is part of other Council owned facilities, Council reserves the right to permit the use of those facilities simultaneously if it so desires.
 - 10.1.20 acknowledges that from time to time during seasonal allocated times the kitchen facilities of the Venue may need to be shared with tenanted users;
 - 10.1.21 is responsible for the provision of any First Aid equipment that may be required, and for the administration of any aid in the event of personal injury; and,
 - 10.1.22 must advise Council of any property loss or damage, or incident involving death or personal injury, as soon as practicable after any such occurrence.
 - 10.1.23 acknowledges that any additional cleaning requests (outside of scheduled cleans) are at the hirer's expense and are to be organised with Council prior to the commencement of the booking.
- 10.2 Teenage birthday parties (ages 14 to 21) are not permitted to be held at any Venue.

11. Completion of Use

- 11.1 On the completion of each occasion of use, the Hirer:
 - 11.1.1 must ensure that the Venue is left in a clean and tidy condition, including that all kitchen surfaces, appliances and equipment are thoroughly cleaned in accordance with the Cleaning Checklist attached at Schedule Two;
 - 11.1.2 must immediately remove from the Venue any property, (including without limitation, equipment, decorations or personal effects) brought onto the Venue during or for the purposes of the hire by any person and make good any damage to the Venue caused by the removal;
 - 11.1.3 acknowledges that any property not removed from the Venue immediately upon the conclusion of the hire will be treated as abandoned and may be disposed of as Council considers fit;

- 11.1.4 must return tables and chairs to the designated areas;
- 11.1.5 must ensure that all rubbish is placed in the external bins provided or removed from the Venue and disposed of appropriately;
- 11.1.6 must ensure that any carpeted areas are vacuumed and hard floors are mopped;
- 11.1.7 must ensure that all doors and windows are secured or locked and heating/cooling and lighting switched off;
- 11.1.8 must promptly report any damage or spillages to Council and,
- 11.1.9 must vacate the Venue by the agreed exit time and will allow for cleaning and packing up time in the booking time and acknowledges that evening functions must cease no later than 11:00pm with the Venue to be vacated by 11:30pm.

12. Breach

- 12.1 Any breach of these Terms of Use including failure to pay any amount due within the stipulated time may, at the option of Council, result in the consent to the use of the Venue being withdrawn or further bookings by the Hirer not being accepted.

13. Access

- 13.1 The Hirer must permit access to any Council Officer to the Venue during the period of hire if required to do so.

14. Security

- 14.1 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.

15. Emergencies

- 15.1 If a Council related emergency occurs at the Venue it is the responsibility of the Hirer to inform Council immediately on 03 5624 2411. If an emergency call out is instigated by the Hirer which is not deemed to be an emergency by Council acting in its unfettered discretion a callout fee will be deducted from the Hirer's security bond. Where a bond was not applicable, the Hirer will be invoiced for the callout fee.
- 15.2 For all other emergencies, please dial 000.

16. Venue Inspections

- 16.1 An inspection of the Venue prior to making a booking may be carried out by contacting Council using the contact details outlined in Schedule Four.
- 16.2 Inspections are subject to Council staff and Venue availability.

17. Venue Keys

- 17.1 The Hirer must arrange with Council for the collection and return of Venue keys between the hours of 10am and 4pm, Monday to Friday and no sooner than one business day prior to any booking. Under no circumstance will keys be supplied prior to receipt of full payment of hire fees.
- 17.2 The Hirer warrants that no keys issued by Council will be copied and that no other person or organisation has been or will be given keys or a copy of any keys.
- 17.3 The Hirer agrees that it will be liable for the full replacement costs of keys or door passes in the instance of keys or door passes being lost.
- 17.4 If the Hirer hires the Venue from year to year using the Venue on an ongoing basis the Hirer's authorised representative must sign Council's Key Register annually in order to acknowledge receipt of the Venue keys. The key register is to be signed on the anniversary date annually of the commencement date of the hire of the Venue.
- 17.5 Where a Hirer is required to collect a key from a customer service centre for their booking, evidence of a booking confirmation or booking ID will be required for collection.

18. Venue Capacities

- 18.1 Venue capacities are set out on the following table. The maximum number of persons at the Venue must not at any one time exceed the stated capacity:

| VENUE | CAPACITY |
|--|---|
| Drouin Community Hub Hall 1 Oak St, Drouin VIC, 3818 | <ul style="list-style-type: none">• 94 person capacity (standing) |
| Drouin Community Hub Meeting Room 1 Oak St, Drouin VIC, 3818 | <ul style="list-style-type: none">• 16 person capacity (seated) |
| Exhibition Hall 15 Howitt St, Warragul VIC, 3820 | <ul style="list-style-type: none">• 300 person capacity seated• 500 person capacity standing |
| Old Shire Hall 72 Queen St, Warragul VIC, 3820 | <ul style="list-style-type: none">• 40 person capacity seated• 70 person capacity standing |
| The Goods Shed Warragul Train Station Parking 2 VIC, 3820 | <ul style="list-style-type: none">• 60 person capacity seated• 100 person capacity standing |
| Trafalgar Community Centre Sun Room 105 Princes Hwy, Trafalgar VIC 3824 | <ul style="list-style-type: none">• 12 person capacity |
| Trafalgar Community Centre Billiards Room 105 Princes Hwy, Trafalgar VIC 3824 | <ul style="list-style-type: none">• 12 person capacity |
| Trafalgar Community Centre Hall 105 Princes Hwy, Trafalgar VIC 3824 | <ul style="list-style-type: none">• 50 person capacity seated• 100 person capacity standing |

- 18.2 Exceeding the stated Venue capacity is a fundamental breach of these Terms of Use and will result in forfeiture of any applicable bond and liability for any fine or penalty imposed by any regulatory authority.

19. Risk Management Checklist

- 19.1 The Hirer agrees prior to the commencement of the hire, and if the hire is ongoing, on an annual basis, to confirm to Council, details of their risk management checklist (if required to do so) which addresses the risks associated with the use of the Venue and how any such risks will be addressed. The check list attached at Schedule One may be adapted by the Hirer for this purpose. The checklist must be provided to Council prior to commencement of the hire and annually.

20. Child Safety

- 20.1 The Hirer should consider their responsibility to meet the requirements of the Victorian Government's Child Safe Standards and the requirements outlined in the Child, Wellbeing and Safety Act 2005 where working with children and younger people.
- 20.2 Where applicable, Council may request a copy of a Working with Children's Check prior to confirming a booking.

Schedule One

Risk Management Checklist

| WHAT POTENTIAL RISKS HAVE YOU IDENTIFIED? | | |
|---|-----------------|-----------------|
| Insurance and general | Yes / No | Comments |
| Do you have public liability insurance? | | |
| Are you familiar with the terms of your insurance policy, including the amount of excess? | | |
| Are you fully aware of your obligations under the Terms of Use for Venue Hire? | | |
| Are you satisfied that the Venue is suitable for your function? | | |
| Do you know who to contact at Council to report any incidents occurring at the Venue? | | |
| Do you have insurance in place to cover personal items? | | |
| Food | | |
| Will food be served or sold? Have you contacted Council's Public Health Team in accordance with clause 8 of the Terms of Use to verify what is required? | | |
| Alcohol, Permits and Licences | | |
| Will alcohol be served? Have you contacted the Victorian Gambling and Casino Control Commission in accordance with clause 8 of the Terms of Use? | | |
| Have you obtained a Local Law Permit from Council's Compliance Team in accordance with clause 8 of the Terms of Use? | | |
| Will raffles or other fund-raising activities be conducted? A licence or gaming permit may be required and you will need to make enquiries of the Victorian Gambling and Casino Control Commission. | | |
| Safety | | |
| Are all exit doors at the Venue free from obstruction? | | |
| Have all electrical items been turned off when not in use? | | |
| Are all Venue attendees aware of evacuation and emergency plans? | | |
| Do all Venue attendees know where a list of emergency contact numbers is? | | |
| Is someone trained in first aid for all activities? Do all attendees know who that person is and is there a back-up for that person? | | |
| Security | | |
| Who is responsible for the Venue key/s and is there back up person assigned to manage the key/s? Are they aware of the obligations pursuant to clause 18 of the Terms of Use? | | |
| Does the Hirer have cash-handling procedures? | | |

Schedule Two

Cleaning Checklist

| AREAS TO BE CLEANED | CHECKED |
|--|---------|
| Floors | |
| Entrance – vacuum and mop | |
| Hall – vacuum and mop | |
| Kitchen – vacuum and mop | |
| Kitchen | |
| Wipe down bench tops | |
| Wipe out oven | |
| Remove all food items from fridge | |
| Rubbish | |
| Place all rubbish in external bins provided | |
| If bins are full, remove rubbish from the venue and dispose of responsibly | |
| Venue | |
| Wipe down tables | |
| Wipe down chairs | |
| Put away tables | |
| Put away chairs | |
| Toilets: Please ensure that sinks and mirrors are clean; toilets are flushed and clean; there is no toilet paper or paper towel on the floor; all rubbish is removed; and floors are cleaned. | |
| Female toilets | |
| Male toilets | |
| Disabled toilets | |
| Personal Items | |
| Ensure all personal items are removed from the venue when exiting. | |

Location of cleaning supplies:

| VENUE | LOCATION OF CLEANING SUPPLIES |
|----------------------------|--|
| Drouin Community Hub | Cleaning cupboard in women's bathroom |
| Exhibition Hall | Cleaners' cupboard in foyer |
| Old Shire Hall | Kitchen |
| The Goods Shed | Cleaners' cupboard between the bathrooms |
| Trafalgar Community Centre | Cleaners' cupboard between the bathrooms and also in the kitchen |

Schedule Three

Community Liability Pack Exclusions and Guidelines

| Part A- Hirers of Council Owned or Controlled Facilities | |
|---|---|
| 1. | The policy is to cover uninsured hirers. If the individual or group is already covered under another Public Liability Insurance, the Warrnambool City Council requires a copy of the Certificate of Currency and a list of the policies exclusions in order to approve use of Council owned or controlled facility (e.g. School or Rotary Club) |
| 2. | Individuals or groups that hire the facility and charge admission to derive monetary gain from the actual hire activity (this exclusion does not apply to fundraising for charities) |
| 3. | Rock concerts/ Music Festivals (except for FReeZA organised events) |
| 4. | Individuals or groups providing child minding or child care services |
| 5. | Activities which involve participation of such person or his/her property in any game, match, race, practice, trial, training, competition and the like, or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities) |
| 6. | Personal injury or property damage arising out of sporting activities and/pr demonstrations conducted by stallholders |
| 7. | The sale of children's toys and second hand electrical items / tools |
| 8. | Children's rides; amusement rides; animal farm; inflatable recreational equipment (e.g. jumping castle). It is recommended these providers should have their own public liability insurance cover |
| 9. | Personal Injury or Property Damage arising directly or indirectly out of or caused by security personnel |
| 10. | Personal injury or Property Damage arising directly or indirectly out of or caused by fireworks and/or pyrotechnics |
| 11. | Claims per Personal Injury or Property Damage arising from any participation by spectators for Buskers |
| 12. | Claims for Personal Injury or Property Damage arising from use by buskers of knives, swords (including theatrical knives and swords) or any activity involving the use of fire |
| 13. | No liability for costs contributed to, or resulting from a human disease determined under section 42 of the Biosecurity Act 2015 (Cth) |
| 14. | Any claim contributed to or in connection with sexual and/or child assault, molestation or attempted threat |
| 15. | Animal Rides |
| 16. | Inflatable recreational equipment |
| 17. | Personal injury or property damage arising directly or indirectly from out of or caused by security personnel |
| 18. | The Hirer is defined as all casual, ad-hoc and regular hirers, including individuals assisting with the business/activities, provided hire occurs no more than 52 times per annum (per hirer) |
| 19. | The Hire activity is limited to a maximum period of five (5) consecutive days, unless for an art exhibition which can be covered for up to 14 consecutive days |
| 20. | Hirers that will involve attendance of more than 1,000 people are not automatically covered |
| 21. | The hirer is required to pay the first \$500 of each and every claim or series of claims arising out of any one occurrence |
| <p>Indemnity is only provided to the hirer of the facility and for the duration of such hire. Indemnity is not provided to any other participants/performers/contractors that may be involved in the hire activity (e.g. a band engaged for a wedding reception). It is the hirer's responsibility to ensure these other parties have their own Public Liability insurance in place.</p> | |

Schedule Four

Contact Baw Baw Shire Council

Toll Free: 1300 BAW BAW (1300 229 229)

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Email: bawbaw@bawbawshire.vic.gov.au

Web: www.bawbawshire.vic.gov.au