

CONDITIONS OF VENUE HIRE

Thank you for your interest in hiring a Pyrenees Shire Council Venue for your event or function. Council has several Halls, Offices, Meeting Rooms or Community Centres available to the Community for hire.

The following document outlines the standard Terms and Conditions of any hire arrangement. We recommend that you read these documents prior to submitting your application.

Application

Bookings for Council Venues are subject to availability and on a first come first served basis via an application process. To check the availability of a venue, contact Council on 1300 797 363 or email pyrenees@pyrenees.vic.gov.au

Applying to use a Council Venue is done by selecting the Venue, reviewing these Term and Conditions and completing an application form. It is essential that the application form be filled out in the name of the person or organisation paying the hire fees in order for the bond to be returned (if applicable).

The applicant (or nominated individual representing an organisation) must provide:

- A copy of photo ID demonstrating they are over 18 years of age
- Utility bill to confirm full name and address listed on photo ID.

Viewing a Venue

To confirm a Venue is suitable for your event, you may inspect it before submitting an application. To do so, please contact Council to arrange a time when the Venue is available.

Booking confirmation

Your booking is not complete until you receive an email of confirmation from Council. To enable us to confirm your booking you must submit a completed application form, provided a copy of Public Liability Insurance, and have fully paid all fees and the bond (if applicable).

Area booked

Hirers may only use the area of the venue that has been booked and paid for. Council reserves the right to book any other portion of the building at the same time unless you have booked the whole venue (including any adjoining meeting rooms).

Bond

Hirers are required to pay a bond when hiring a Venue for special events (to be determined by Council Officers), which is held in trust as security against any loss or damages to the building, fixtures, fittings, furniture or appliances. It is also used as a guarantee for maintaining and returning the Venue in a clean state as per Conditions of Hire.

The rate of bond charged will depend on the type of function you are holding. Bonds must be paid 14 days prior to the booking.

Failure to pay the bond in time will result in cancellation of the booking. In the event a Venue is damaged or returned in an unclean state, or if there is a breach of these Terms and Conditions Council reserves the right to withhold part or all of the bond to cover the cost of repairs & / or cleaning. If the costs of any repairs exceed the amount of the bond, the Hirer may be charged for any additional amount.

The Bond / Security Deposit amounts are as follows:

- Hall Hire – Security Deposit (without alcohol) - \$300.00
- Hall Hire – Security Deposit (with alcohol) - \$1,000.00
- Additional Cleaning Bond – to be determined by Council Officers

The bond is released only after the Venue has been inspected, keys returned, have completed the Venue Hire Checklist, and Bond Refund Request form has been lodged with Council.

Refunds may take up to 21 days to process, with EFTs refunded on a fortnightly basis. A bond can only be refunded to the payee listed on the payment of fees receipt.

Booking time

When a venue is hired, the booking time requested must allow a sufficient amount of time for set-up, pack-up and Venue cleaning. If you require additional time, please contact Council.

Breaches

If the hirer commits, permits, or allow any breach or default in the performance and observance of any of these conditions, Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council if applicable.

Cancellations by Council

Council reserves the right to cancel bookings at any time without liability, however all fees and bond paid to the Council for Venue hire will be refunded.

Cancellations by the Hirer

A cancellation fee of 50% of the booking charge will apply for bookings cancelled within 24 hours of the booking.

Refusal to Hire

Council may refuse to hire the Venue on reasonable grounds at its own discretion.

Disorderly or illegal behaviour

Hirers and their guests are required to comply with all current laws, regulations and policies.

No smoking, spitting, obscene or insulting language, disorderly behaviour, or damage to property is permitted in Council's Venues. Undertaking this behaviour may warrant expulsion and forfeiture of part or whole of the Hirer's bond, and all illegal activity will be reported to Victoria Police.

Electrical stage equipment

Council Venues do not include electrical stage or public address systems. Any equipment required must be supplied by the Hirer and must be tagged and tested prior to use in the venue. In the event of special stage equipment being used, Council may require the Hirer to employ an electrician. This will be at the Hirer's expense.

HIRER'S RESPONSIBILITIES

Cleaning

At the conclusion of an event or function the Hirer is required to:

- Check that heaters are turned off
- Tables are to be wiped
- Tables & chairs are to be placed back in designated area
- Carpet areas are to be vacuumed
- Hall floor is to be swept and mopped (including stage)
- All kitchen utensils are to be washed, dried, and stored
- Dishwasher needs to be emptied and turned off
- All items to be removed from fridge
- Kitchen benches are to be wiped
- Kitchen floor is to be mopped
- All bins (including toilet bins) are to be emptied into outside bins
- All cigarette butts and rubbish to be removed from outside of the hall and placed in outside bins
- Toilets cleaned (including mopping floors), rubbish removed and left in a tidy manner

If additional cleaning requirements are identified during the completion of Council's Post-Booking inspection, the hirer is provided the option of:

1. Attending the Venue and cleaning it as per the Venue Hire Cleaning Checklist; or
2. Council's Cleaners will clean the Venue and the hirer will be charged a fee.

Cleaning products and equipment such as a broom, dustpan, mop and bucket are provided in the Venue storeroom. Please note, tea towels are not supplied.

Damage, theft or loss

The Hirer is responsible for the costs of repairing damage to the building, fixtures, fittings and contents (fair wear and tear accepted). If the cost to repair the venue exceeds the amount of the bond, Council will seek to recover the costs from the Hirer.

Floors, walls, curtains or any other part of the building or any fittings or furniture, must not be broken, scratched or damaged in anyway. Nails and screws may not be used.

No notices, signs, advertisements, scenery, stage property, decorations, electric light installation or fittings of any kind can be erected in the venue, brought into the building or affixed to the walls, doors, fittings or furniture or any other portion of the venue without the prior written consent of Council. If consent is granted the aforementioned must be removed from the venue on the conclusion of the hire period.

Under no circumstances are decorations of any kind to be attached to suspended lighting or ceiling fans. Any damage caused by any decorations will result in the cost of removal and any repairs being deducted from the Hirer's bond.

INDEMNITY AND INSURANCE

Indemnity

The Hirer agrees to indemnify and to keep indemnified, Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's behaviour or purported behaviour of its obligations under the agreement to hire a Council Venue and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss or liability.

Insurance

The Hirer shall at all times during the hire period be the holder of a current Public Liability Insurance Policy in respect of the activities specified for a minimum coverage sum of \$10 million.

Hirers without Public Liability Insurance may purchase it through Council with their booking. This option is not available to Recurrent Hirers who hire the venue on more than 52 times in a financial year or for commercial businesses.

Individuals who have House and Contents Insurance and are hiring the venue for a private function may be covered by this policy. Refer to the Terms and Conditions of your individual Policy to confirm.

A copy of a Certificate of Currency must be provided in order for Council to confirm an applicant's booking.

Keys

For Venues that require key access, the keys can be collected from Council during office hours - no earlier than 24 hours prior to the booking commencement. Keys must be returned within two working days following the function. If keys are not returned, replacement costs will be deducted from the Hirer's bond. This may include the cost of deploying a locksmith.

Liquor Licence

A Liquor Licence is required if alcohol is being sold or offered as part of an entrance fee.

To confirm what type of Licence is required or to apply for a Licence contact the Victorian Liquor Commission visit: <https://www.vgccc.vic.gov.au/>

The Commission recommend applying for a Licence a minimum of eight weeks prior to an event. A copy of the Licence must be provided to Council at least 14 days prior to the function.

The Licensing Inspector located at the Local Police Station must be notified no less than seven days prior to the function date. Any Liquor Licence issued must not extend past 1am.

Liquor surcharge

A Liquor Surcharge is required to be paid to Council when liquor is to be consumed at a Venue, including when supplied at no charge or brought into the Venue by guests. This fee is in addition to any Liquor Licences required by law.

Party Safe - 'High Risk' Events

If Council deems a function or event to be a 'high risk function' the Hirer must register the event with the Victoria Police Party Safe Program. This can be done at your local Police Station or online. Visit: [Partysafe \(police.vic.gov.au\)](http://Partysafe(police.vic.gov.au))

Evidence of this registration must be provided to Council a minimum of 14 day prior to the function for the booking to be confirmed. Failure to do so will result in the booking being cancelled.

Payment of Fees

Venue Hire Fees are charged in accordance with the Schedule of Fees and must be paid not less than 14 days prior to the use of the Venue, unless the application is made within this time, upon which the fees are due immediately. However, if you have a long-term booking, you have the option of invoicing.

Pianos

Only Council provided pianos are permitted in any Council venue unless prior written permission is obtained from Council.

In the instance where pianos are approved for a function or event, their delivery and removal must be supervised by an authorised Council Officer, including any removal from a stage.

Protection of floors

Hirers (including dance events and caterers) must protect the floors from stains, scratches or other damage by covering the floor with suitable floor coverings approved by Council.

Recurrent Hirer's criteria

Recurrent Hirers must comply with the following additional criteria:

- Recurrent bookings are for a maximum of 12 months
- Bonds will be retained for the total term of the agreement. If the Hirer intends to apply for a subsequent period, Council may continue to hold the bond if requested.
- Accounts must be paid monthly.
- Any outstanding fees for the year must be paid prior to the next year's booking allocations being confirmed.
- Recurrent Hirers must provide a copy of a current Public Liability Insurance Policy with their application to hire (refer to the Indemnity and Insurance section of this document).

Restricted and prohibited activities

Applicants are advised that the following activities are prohibited:

- Tap dancing or any other activity that has the potential to damage venue flooring
- The addition of hay or straw bales
- The use of confetti in or around the venue
- The application of any substance, including wax
- Jumping castles within a building
- Use of smoke machines

Applicants are advised that the following activities have restrictions:

- Spit roasts may be permitted in the kitchens and in some outside areas when used by established caterers and at the discretion of Council
- Smoking is prohibited inside or within 10 metres of any entrance. All butts must be disposed of appropriately
- The display of birds, reptiles or animals must have prior written consent of Council
- Hirers risk losing their bond if it is found that they, or any guest, breach any of these requirements.

Right to access

Any authorised Council Officer and contractor is at all times entitled to free access to any and every part of the Venue.

Storage of equipment

No personal property or property belonging to a Hirer may be stored in a Council Venue without the prior written consent of Council.

Any such consent is subject to the Hirer accepting full responsibility for any loss, damage or misuse of the equipment. Council does not accept any responsibility for losses or damage, irrespective of the circumstances.

Time for Events/Functions

To allow Council Staff to maintain and clean venues, bookings are rarely considered prior to 8am.

For evening Functions, the Venue must be vacated, with all cleaning completed by 1am

Hirers are responsible for ensuring noise (including music) does not cause disturbance to the neighbourhood surrounding the Venue. At the conclusion of the Event or Function the Hirer must instruct guests to leave the premises in a quiet, respectful and orderly manner.

Disputes

In the event of any dispute or difference arising as to the interpretation of these Terms and Conditions, or of any matter or thing contained in the document, the decision of Council shall be final.

Privacy

Pyrenees Shire Council collects personal information for the purpose of processing your application and ensuring compliance with these Terms and Conditions. If you do not provide this, we may be unable to process your application. If you have any questions or concerns, please contact Council.

(Note - T&Cs are subject to change without notice)