

**PYRENEES SHIRE
CONDITIONS OF HIRE
COUNCIL CONTROLLED BUILDINGS**

Council grants the hire of its facilities subject to the following conditions:

1. APPLICATION

The right to use the hall is subject to the Council receiving a **Facility Hire Agreement** signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club the agreement must include the personal undertaking by the president and secretary or at least two members of that club.

2. SECURITY DEPOSIT

For functions that require a Security Deposit, the required sum shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the buildings or any fitting and furniture contained therein, and for any cleaning arranged by the council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the (*nominated council officer*) to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the security deposit will be returned.

3. HIRE FEES

Hire Fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable two (2) weeks prior to the date of the function.

4. MINIMUM BOOKING TIME

The minimum booking time for any Council Facility is two (2) hours.

5. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire Security Deposit, if applicable.

Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

6. CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the premises shall be made at least 24 hours prior to the date of the function.

7. INSURANCE

The hirer is responsible for obtaining Public Liability Insurance cover by way of a “PRINCIPLES INDEMNITY CLAUSE”

If the hirer does not have their own Public Liability Insurance or does not comply with the requirements of Council for satisfactory cover, cover is to be taken out with Council insurer’s by payment of the current fee. (Refer to current **Schedule of Fees and Charges – Council Facilities** for the insurance costs).

If the hirer has their own Public Liability Insurance, evidence must be produced and a current copy attached to the **Facility Hire Agreement**.

8. INDEMNITY

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the council, its servants and agents, and each of them from and against all actions, costs, 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 hiring engagement.

9. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the *Health Act, Local Government Act*, any Local Law/By-law or Regulations made thereunder, and shall be liable for any breach of such Acts, Local Laws/By-laws or Regulations. All other Statutory rules. Provisions and regulations of the Commonwealth of Australia or state of Victoria/Tasmania for the time being in force must be complied with by the user and the notice given to the proper officers.

10. OBSTRUCTIONS

The hirer shall comply in every respect with regulations under the *Health Act* and Victorian/Tasmanian Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

11. PERMISSION TO OCCUPY

- (a) The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the **Facility Hire Agreement** and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
- (b) The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

12. ASSIGNMENT

Hirers that are granted permission to use the facilities shall not assign the right of use to any person, organisation or body.

13. ADULT SUPERVISION

Hirers under the age of 21 years must have the application form referred to in Clause 1, completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions

14. GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

15. SUNDAYS “PUBLIC ENTERTAINMENT”

Where a function comes within the provisions of the *Sunday Entertainment Act 1967* the hirer shall prior to the function produce to Council staff the permit form the Minister required under the provisions of the above-mentioned Act.

16. DETERMINATION

If the hirer commits, permits or allow any breach or default in the performance and observance of any of these conditions, the 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.

17. THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

18. CORPORATE MANAGER

Wherever appearing in these conditions and where the context so admits the expression (*nominated council officer*) shall be deemed to include any other officer of the Council acting with the authority of the (*nominated council officer*) expressly or implied.

19. REFUSAL TO GRANT HIRE

It shall be at the discretion of the (*nominated council officer*) to refuse to grant the hire of a hall in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and security deposit paid, the (*nominated council officer*) shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have not claim at law or in equity for any loss or damage in consequence thereof.

20. GOOD ORDER

- (a) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.
- (b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building

21. PIANO

The Council's piano must not be moved off the stage and no piano shall be brought into the building without the permission of the (*nominated council officer*). Any authorised movement of pianos shall be done under the supervision of the (*nominated council officer*). Upon the return of the piano to its original position on the stage the Council shall arrange for the returning of the piano and the cost of such returning shall be paid the hirer.

22. CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

23. DAMAGES

- (a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
- (b) The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

24. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the (*nominated council officer*).

25. DECORATIONS STAGE FITTINGS

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the *(nominated council officer)*. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

26. SMOKING

Smoking is not permitted in any council controlled facilities

27. LIQUOR

The consumption of liquor on the premises is forbidden unless the hirer obtains a permit from the Liquor Control Commission, and the permit is produced to the *(nominated council officer)* who shall make an endorsement on the **Facility Hire Agreement**.

28. SUBJECT OF ENTERTAINMENT

The *(nominated council officer)* may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the premises.

29. FREE ACCESS

Any officer or employee of the Council whom the *(nominated council officer)* may appoint shall at all times be entitled to free access to any and every part of the building.

30. 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 *(nominated council officer)* thereon shall be final and conclusive.

31. PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Pyrenees Shire Council against any claim for breach of copyright or any other action herewith.

32. EXITS

During the period of the hire, all doors marked “**EXIT**” must be kept unlocked and unobstructed, for use as escape in case of fire or other emergencies.

33. WHEN VACATING

Heaters and stoves are to be turned off. Fridge's to be turned off and the doors left open. Ensure that all doors are **LOCKED** and **ALL LIGHTING** is OFF.