

**BADGER CREEK PUBLIC HALL
(V. C. MULLETT HALL)
CONDITIONS OF HIRE**

BOOKINGS

Bookings are considered tentative until receipt of a completed application form and total hire charge. A booking must be made at least fourteen (14) days prior to the event.

PAYMENT

Payment is due 14 days prior to the function with the security bond as stated on the application form.

BOND

The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded to the hirer, provided the hirer has complied with all aspects of the conditions of hire and the hall has been cleaned satisfactorily. Should the cost of repairing damage to the property exceed the bond, the hirer shall pay additional costs. The costs of additional cleaning as a result of the function will be deducted from the bond refund, and the hirer must remove all rubbish generated by their event. An account for additional costs will be forwarded within 30 days.
The bond will be returned no sooner than 14 days after completion of the event.

CANCELLATION:

Cancellations will only be accepted at least no later than 10 days prior to the date of the booking. If the cancellation conditions are not complied with, an administration fee of \$50.00 will be charged and taken from the bond fee.

PERMITS

Liquor – Hirers are requested to contact the Liquor Licensing Commission on 1300 558 181 to determine if a licence is required.

Gaming – Appropriate permits must be obtained by the hirer. All permits must be signed by the booking office and bookings are subject to the appropriate permits being arranged.

Performing Rights – The hirer hereby indemnifies the Management Committee against any claim for breach of copyright.

INSURANCE

Short Term and Casual Hire (on receipt of the insurance fee)

This includes Public Liability Insurance cover for \$15 million. All accidents and/or incidents which may result in a claim being made under this policy of insurance must be reported to the Management Committee within two (2) days.

This policy has a participation exclusion which excludes indemnity for injury to participants as a result of instructed classes. **Appointed Tutors and/or instructors will therefore need to provide evidence of their own public liability insurance.**

This policy is not available for commercial users, festivals, fireworks displays, special activities e.g. horse rides, amusement rides, waterslides, circuses, carnivals, concerts (rock or pop) and sports coaching clinics.

Long Term and Regular Hire

The User/Hirer/Lessee shall at all times during the agreed term, be the holder of current Public Liability Insurance in respect of the activities specified herein, in the name of the User/Hirer/Lessee, providing coverage for a minimum sum of \$10 million (or more). The Public Liability Policy shall be effected with an insurer approved by the Management Committee.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Management Committee and shall extend to cover the Management Committee in respect to claims for personal injury or property damage arising out of negligence of the User/Hirer/Lessee.

DAMAGE

The floors, walls, curtains or any other part of the building or any fittings or furniture, shall not be damaged. The hirer will take steps to ensure their patrons will not cause damage or defacement. Failure to adhere to the above may result in loss of bond (refer to BOND).

IDEMNITY

The Hirer/User/Lessee agrees to indemnify and to keep indemnified, the Management Committee, it's 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, arising from the Hirers/Users/Lessee performance or purported performance of its obligations under this licence/permit and be directly related to the negligent acts, errors or omission of the Hirer/User/Lessee. The Hirers/Users/Lessee's liability to indemnify the Management Committee shall be reduced proportionally to the extent that any act or omission of the Management Committee, its servants or agents, contributed to the loss or liability.

LIABILITY

The hirer must –

- (a) remain on the premises whilst visitors/patrons are in the building;
- (b) keep premises locked when unoccupied;
- (c) be responsible for orderly conduct and safety of patrons, and provide security where directed;
- (d) maintain the premises in a clean and safe condition for the duration of the term of hire. **Please note:** the use of speed enhancers on the floor is strictly forbidden.

PARTY SAFE

All high risk events such as underage parties or music gigs must be registered with the local Police. Please refer to the Shire of Yarra Ranges "Party Safe" brochure. Evidence of registration must be provided before keys will be issued.

EVENT MANAGEMENT

An Event Management Plan will be required for any event aimed at attracting a large number of people, or where the activity may affect the location and surrounding area prior to, during or after the event.

MANAGEMENT COMMITTEE ACCESS / LIMIT OF HIRE:

Authorised Management Committee Officers are entitled access to all buildings regardless of bookings. The Management Committee also reserves the right to hire any portion of the building other than the areas stated on the application form. The Management Committee reserves the right to cancel any booking if the hall is required in respect of an election or referendum for the Federal or State Governments.

MAIN HALL

Apart from all other conditions – please do not wet mop the timber floor of the main hall as this is detrimental to its longevity.

KITCHEN

The hirer shall leave the kitchen in a clean and tidy condition and take with them all rubbish generated by their event. On completion of the function, tabletops must be cleared and wiped and the premises must be left in a clean and tidy condition, including sweeping and mopping floors (please do not wet mop the main hall timber floor). Failure to do so may result in a reduction of the bond refund.

DECORATIONS

The use of confetti or similar articles of decoration or amusement is prohibited. Decorations may only be fixed to the hooks provided in the building. No adhesive tape/paste, pins etc are to be attached to painted surfaces. All decorations must be removed at the end of the function. If this is not carried out, the costs will be deducted from the bond. If helium balloons are used and become entangled in the ceiling fans, lights or heaters, the cost of removal will be deducted from the bond refund.

SETTING UP/PACK UP

The hirer has the responsibility for setting up and clearing away all equipment to its original location (leave the Hall as you found it), unless arrangements have been made to engage Management Committee staff to carry out this work at a cost (which would be taken out of the bond refund). Please do not drag furniture or equipment across the floor. Setting up time must be stated on the application form and all packing up should be completed immediately on termination of the function.

Please note under EPA regulations and Management Committee policy all music and loud party noise is to be turned off by 12:00 a.m. midnight and the venue is to be vacated by 1:00 a.m. Failure to do so can result in cancellation of the bond (unless otherwise agreed by negotiation).

SECURITY SERVICES

The Management Committee reserves the right to demand external security services for functions. This is mandatory for birthday parties of 30 years and under. Documentary evidence is required.

EMERGENCY EXITS

All emergency exit doorways and passageways should be left clear at all times.

EMERGENCY CONTACT (for any emergency)

For Ambulance, Fire and Police dial 000. If necessary evacuate the venue. If there is damage to the building, or an electrical or plumbing emergency contact the after hours numbers **0409 024 380 or 5962 3639.**

CALL OUTS

There will be a fee of \$20.00 for call outs where keys have not been picked up for functions.

BREACHES

The Management Committee reserves the right to expel person(s) or terminate the function due to any breach of conditions of hire and/or misconduct by patrons.

DAMAGE TO NEIGHBOURING PROPERTIES

The cost of any damage inflicted upon any neighbouring properties as a result of the hirers event will be met by deduction from the bond refund. If any additional costs of this nature are required that are not covered by the bond refund, the hirer will be billed for the shortfall in cost of reparations.

CONTACTS

David 0409 024 380
Kathy 5962 3639
Kathleen 5962 4434

APPLICATION FOR HIRE OF BADGER CREEK HALL

As Hall User I have agreed to these terms and conditions for hire of the hall –

Name of Hall user (please print).....

Signature of Hall user.....

Date of Hall use.....

Date of agreement.....

Building/s to be hired.....

Setting up time.....

Hall Rent.....Bond Amount.....