

# **Condition of Hire For Community Facilities (Halls, Stadiums, Community Centres)**

## **Contact**

Community Facilities Officer

Alpine Shire Council

Ph: 03 5755 0555

[www.alpineshire.vic.gov.au](http://www.alpineshire.vic.gov.au)

**Version 1**

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## 1. Managing Authority

The Alpine Shire Council is the managing authority with the delegated responsibility to manage the use and bookings of the facility.

## 2. Hiring Community Facilities

The managing authority is responsible for the booking and allocation of the facility.  
Bookings are to be made through Councils online booking system.

## 3. Permitted Use

The hirer must only use the facility for the use specified in the application form and not for any other purpose.  
The hirer shall be entitled to use only those parts of the facility specified in the application form.  
The hirer shall be responsible for supervising the departure from the facility within one half (1/2) hour of the close of the function or activity, of patrons, caterers, band members and any other persons.  
A charge will be levied if the facility is not vacated on time.

## 4. Times of Use

The facility will close by 11.00 pm on weeknights and 12 am on weekends unless:

- a) A liquor licence or a planning permit already exists which allows later closing.
- b) A later closing time has been negotiated with the managing authority and written confirmation has been obtained.

The hirer must only use the facility between the hours specified in the application form.  
If the facility is used by the hirer beyond those times specified, the managing authority may charge an additional fee to the hirer or deduct the additional fee from any payment made by the hirer to the managing authority.

## 5. Under Age Functions (Under 18 years of age)

All functions MUST be coordinated by an adult and any person under the age of eighteen (18) years is to have an adult as guarantor who must complete the application form in their name.  
The applicant must be aware that the person who signs the document is legally responsible for the condition of the facility and any damage that may occur.  
Supervision of the activity must be undertaken by adults over the age of eighteen (18) years.

## 6. Payment of Fees and Chargers

All fees and charges for Casual use of a facility are to be paid by the hirer before the date of hiring.  
Council reserves the right to cancel the booking should this condition not be observed.  
Non-payment of hire fees and charges may result in the hirer being excluded from future usage.

## 7. Security Bond

The security bond shall be held as security against damage and cleanliness of the building, furniture or accessories, and as a guarantee for the fulfillment of the conditions herein contained.

If the facility is left in an unclean condition or damage is caused by the hirer, the Council retains the right to withhold part or all of the security deposit towards any costs and if required the hirer will be charged for any amount in excess of the security deposit.

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 deposit will be returned within two weeks of the use of the premises.

## 8. Inspection of the Facility

It is the responsibility of the hirer to inspect the condition of the facility (hall, stadium etc), immediately prior to occupation and determine whether it is fit for its intended use.

If deemed unsafe, the facility must not be used, and any unsafe conditions reported to the Managing Authority immediately.

## 9. Signs and Notices

The hirer must not erect any signs or notices in the interior or exterior of the facility without the managing authorities' prior written consent.

## 10. Protection of Floors

Hirers shall carry out such directions as may be issued by the managing authority for the protection of floors from stains or damage.

## 11. Food Handling

All hirers serving food, must have a current Food Act Registration certificate or a temporary food premises registration.

Apply online at [streettrader@health.vic.gov.au](mailto:streettrader@health.vic.gov.au) at least 7 days prior to the event.

Contact the Council Facilities Officer for further information regarding catering, including permits.

## 12. Liquor

### 12.1 Liquor for Sale.

Any hirer wishing to sell liquor at the facility must obtain the appropriate licence/permit from the Liquor Licensing Commission.

Any sales or charges for liquor, and the storage of liquor on the facility must be in accordance with the licence/permit from the Liquor Licensing Commission.

Hirers wishing to sell liquor on the premises must apply directly to the Liquor Administration Board, and a copy of the permit presented to the managing authority prior to the hire.

### 12.2 B.Y.O.

Hirers wishing to consume liquor on the premises must apply directly to the POLICE LICENSING SERGEANT at the relevant local Police Station. A Party Register Form must be completed and returned with these forms or directly to the local police station.

### 12.3 Victorian Legislation – Liquor Control Reform Act

It is an offence for a person under 18 years of age to be supplied with or bring alcohol into a public facility.

### 13. Other Licences and Permits

The hirer must ensure that no games of chance are played, raffles conducted, tickets sold, or any other activity is conducted at the facility without the appropriate permits, licenses or approvals having been obtained.

### 14. Performing Rights

The hirer shall obtain all necessary consents and licences before producing or performing any dramatic or musical work or conducting any other activity which is subject to copyright.

The hirer also indemnifies the Alpine Shire Council against any claim arising in respect of breach of copyright or infringement of any other form of intellectual property.

### 15. Behaviour of Users

The hirer of the facility is responsible to ensure that the behaviour of all those attending, participating or spectating for the duration of the hire are respectful of the right to quiet enjoyment of neighbouring properties.

School groups must always be under the effective supervision of a school teacher and sports users must provide effective adult supervision of U18 players.

### 16. Keys and Access

Access to the facility is to be arranged through the managing authority.

Keys will only be given out at an agreed time prior to the event.

Under no circumstances are keys to be copied or given to another party without the permission of the managing authority.

### 17. Vehicles and Parking

Any motor vehicle driven or parked in the confines of the facility is entirely at the owner's risk and no responsibility is accepted by the managing authority for any theft or damage.

Parking is only permitted in designated parking areas.

### 18. Traffic Management

Where changed traffic conditions are necessary for an event, a Traffic Management Plan that conforms to AS1742 may be required.

Council can assist with guidance for the Traffic Management Plan, and in obtaining the necessary permits.

### 19. Toilets

If applicable, toilets must be opened for the users, spectators etc during the period of hire.

The hirer must ensure that all areas including canteens, change rooms, toilets and gates are securely locked after use.

## 20. Hirer's End of Hire Obligations

Before the hirer vacates the facility, the hirer must:

**20.1** Leave the facility and surrounding areas, including car parks, in the same condition they were prior to the hiring date including: cleaning the facility and removing all rubbish, food scraps, papers, bottles and general litter and anything belonging to the hirer, caterers or other persons at the facility.

If the facility is deemed to be in an unsatisfactory condition, it will be cleaned at the hirer's cost and future usage may be refused

**20.2** Ensure waste water from cleaning is to be disposed of to the sewer

**20.3** Ensure no liquid or solid waste is to be swept or washed into storm water drain

**20.4** Ensure to lock and secure the facility

**20.5** Turn off all lighting (except security lighting), switch off all gas and electrical equipment

**20.6** Return the keys as directed by the managing authority. The hirer will not be permitted to have access to the facility on the day following the hiring date unless such access has been agreed to by the managing authority and the hirer any additional charge as determined.

## 21. Insurances

### 20.1 Public Liability Insurance

All regular hirers must have a current public liability insurance policy of at least \$10,000,000 covering the entire period of usage.

A copy of this policy is to be supplied to the managing authority prior to usage and if it is updated during the season, failure to do so will result in cancellation of the facility hire.

Casual hirers, who do not have their own public liability insurance, may be eligible to take advantage of Council's Casual Use Insurance Cover.

Further details of this cover can be obtained by contacting the Community Facilities Officer at [bookings@alpineshire.vic.gov.au](mailto:bookings@alpineshire.vic.gov.au) or 03 5755 0555.

### 20.2 Contents Insurance

If the hirer is a regular user, who stores equipment and other contents of value at the facility, it is recommended that they seek advice on taking out an appropriate contents insurance to cover these items.

It is recommended that they also contact Council's Risk Management and Insurance Officer on phone 5755 0555 for more information.

### 20.3 Building Insurance

Alpine Shire Council takes out building insurance cover for all its buildings.

## 22. First Aid

All hirers are to ensure that, if appropriate, there is a suitably qualified first aid officer in attendance during the event for which the facility is being hired.

First Aid Kits are not provided at Council Facilities.

### 23. Damage to Property

The hirer is responsible for all damage caused to any person or property by any user, spectator or attendee of the event for which the facility is being hired. Any damage is to be reported to the managing authority immediately.

### 24. Extinguishers

Fire extinguishers are provided at all council facilities.

This equipment is for emergency use only.

Should these extinguishers be stolen or tampered with, by a member or a participant of any program or function, hirers will be liable and cost of replacement or damage, as a direct result from this infringement, all costs are to the responsibility of the hirer.

### 25. Subletting

No other person or organization has use of or access to the facility without the permission of the managing authority (i.e. subletting or hiring out by the hirer is prohibited).

### 26. Smoke Free Policy

All venues are strictly no smoking. Under the *Tobacco Act 1987* Smoking is also not permitted within 4 metres of any building entrance.

### 27. 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 managing authority shall be final and conclusive.

### 28. Indemnity

The hirer agrees to indemnify and to keep indemnified, the 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 hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the hirer.

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

### 29. Emergency Telephone Numbers

In the case of an emergency occurring during the period of hire please contact the appropriate managing authority or Alpine Shire Council on 5755 0555 (during business hours)

**FAILURE TO OBSERVE THE ABOVE CONDITIONS MAY RESULT IN CANCELLATION OF ANY FUTURE BOOKINGS**

Revision Record

| Version # | Date | Revision description | Approved by |
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