

## COMMUNITY FACILITIES HIRE AGREEMENT - PROFORMA

This proforma outlines the minimum requirements for a hire agreement – it is anticipated that additional requirements will be added to suit the requirements of the individual facility

### CONTACT DETAILS

**Applicant's Name:**

**Organisation Name:**

**Position**

**Phone Number: B/H**

**A/H**

**MBL**

**Fax Number:**

**Email:**

**Postal Address:**

**Alternative Contact**

**Name:**

**Phone:**

**Mobile**

### HIRE DETAILS

**Name of Facility:** 7<sup>th</sup> Ringwood Scout Group 49-51 Evelyn Road, Ringwood North, Vic, 3134

**Day & Date/s of Hire:**

**STARTING**

**Time of Hire Set Up: From**

**Time of Function**

**From**

**To**

**Anticipated clean up completion**

**Purpose of Hire:**

**Number of people attending:** \_\_\_\_ In accordance with the building code numbers must not exceed 75 persons

- Commercial caterer on site? Please attach a copy of their registration and public liability certificates.
- Selling Food and / or Soft Drinks Please attach your relevant Streatrader or food registration documentation
- Charging entry fee?

**Standard Hiring Fee** \$ 17.60 per hour (*GST Inclusive*) charged at end of school term in arrears

**Council Public Liability Insurance Cover (No Alcohol)** \$\_\_\_\_\_GST Inc. **(Alcohol)** \$\_\_\_\_\_GST Inc.

Have own public liability insurance – copy of certificate of currency attached.

**Bond:** \_\_\_\_ (**refundable on return of keys**) (*To be paid a minimum of 10 working days prior to hiring date*)

**Booking Deposit:** \$\_\_\_\_\_

**Balance of Hiring Fee:**

**Payable:** In Advance / In Arrears / In Full Before Event    **Invoiced** On-Booking / Monthly /Quarterly

## CONDITIONS OF HIRE

### 1. General Conditions of Hire

- 1.1. The right to use any community facility is subject to the Facility Manager/Booking Officer receiving a completed Hire Agreement Form, signed by the proposed Hirer, agreeing to comply with the Conditions of Hire. Where the Hirer is a community organisation or group the Hire Agreement Form must be signed by a duly authorised member. Where a person signs the Hire Agreement Form on behalf of the Hirer, the person signing the Hire Agreement Form:
  - Warrants that he or she is authorised to sign the Hire Agreement Form on behalf of the Hirer;
  - Guarantees that the Hirer will strictly observe and perform the obligations outlined in the Conditions of Hire; and
  - Agrees to pay to the Facility Manager/Booking Officer on demand, money for any loss suffered by Council /Facility Manager due to a breach of the conditions by the Hirer.
- 1.2. The hire of Council facilities by the community is strictly in accordance with Council's Community Facilities Hire Policy and the Conditions of Hire herein and does not deem to provide any lasting rights of possession or other tenure over the facility to the Hirer, or confer on the Hirer the rights to exclusive possession or right to sub-let the facility in any manner.
- 1.3. The Hirer shall be entitled to use only those areas in the facility requested and approved by the Facility Manager/Booking Officer for the purpose and between the hours specified in the Hire Agreement Form. Any use beyond those times may be subject to an additional fee and requires prior approval.
- 1.4. The Hirer must comply with all requirements and directions given by Council Officers and/or the Facility Manager/Booking Officer when using the facility and Council Officers and/or Facility Managers may enter and remain in the facility at any time.
- 1.5. Council reserves the right to reject, refuse or veto any application without any right of compensation or other consideration.
- 1.6. Council or the Facility Manager/Booking Officer may immediately terminate the hiring of a facility by the Hirer at any time if the Hirer;
  - has not provided a current public liability insurance cover, or obtained and paid for an insurance cover with Council;
  - breaches any of the Hirer's obligations specified within the Community Facilities Hire Policy or Hire Agreement;
  - provides any information that is deemed to be false, incorrect or misleading;
  - is causing a danger to the safety of patrons or the public, undertaking activities that risk loss or damage to property or behaviour that breaches local law or illegal activity.
- 1.7. Hirers cannot be under 18 years of age. Functions involving persons under the age of 18 years must have the Hire Agreement Form signed by a parent/guardian who will be supervising the meeting/function/party. The person signing the Hire Agreement Form is subject to the General Conditions of Hire. Functions for the approved purpose of 18<sup>th</sup> to 21<sup>st</sup> birthday parties must be supported by a completed Party Safe Registration Form (Victoria Police) and must provide evidence of the engagement of accredited security as a condition of hire.

## 2. Indemnity

- 2.1. The Hirer uses the facility at the Hirer's own risk and releases Council and the Facility Manager/Booking Officer to the extent permitted by law, against all liability and loss in connection with the facility, including where Council or the Facility Manager/Booking Officer terminates the hiring of the facility for any reason whatsoever.
- 2.2. The Hirer expressly indemnifies Council and the Facility Manager/Booking Officer against all loss and liability in connection with the Hirer's use of the facility including, any damage caused to the facility, contents or any loss, injury or death to any person in or about the facility, except to the extent to which the Council or Facility Manager/Booking Officer is negligent.

## 3. Bond Payments

An appropriate bond must be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning undertaken by Council or the Facility Manager resulting from the Hirer's use of the premises.

- 3.2. Bond amounts must be paid in full prior to the hire date.
- 3.3. The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage/cleaning.
- 3.4. If there is no breach of the conditions of usage, the bond will be refunded in full within a maximum of 21 working days post hire date.
- 3.5. The Facility Manager/Booking Officer will have discretion as to whether any part of the bond is returned to the Hirer should a breach occur. Breaches will be clearly outlined and costed in writing.
- 3.6. If the hirer wishes to dispute the decision to retain part or all of the bond, the hirer is required to make written request to the applicable Council Facility Manager to have the matter investigated.

## 4. Insurance

- 4.1. All hirers are required to have Public Liability Insurance for any single event for the sum of \$10 Million. A separate insurance cover must be taken out for each hire date if purchased through Council's Insurer.
- 4.2. The hirer shall either:
  - a) Produce a current acceptable Public Liability Insurance policy Certificate of Currency for the sum of \$10 million. The policy must insure Council as a Principal under a Principal's Indemnity extension clause acceptable to Council.
  - b) Arrange Hall Hire Public Liability Insurance coverage through Council for the period of the hire. NB: There is an additional charge for the consumption of alcohol **and hirers are liable for the excess payable.**

A Certificate of Currency of Insurance must be provided to Council/Facility Manager at the time of submitting the Hire Application Form, a minimum of 14 working days prior to the hire date.

## 5. Restrictions

The Hirer must not:

- 5.1 affix any signs or notices in the interior or exterior of the facility without Council or the Facility Managers/Booking Officers prior consent;
- 5.2 bring any heavy equipment or flammable substances into the facility;
- 5.3 bring a piano into the facility without the prior written approval of Council or the Facility Manager/Booking Officer;
- 5.4 use tacks, nails or staples in setting up decorations;
- 5.5 permit any animals to be brought into the facility other than an assistance animal;
- 5.6 use candles, sparklers, kerosene lamps and devices, such as smoke machines, in the facility or its immediate surrounds;
- 5.7 use stage props, electrical lighting or articles of a similar nature without the written consent of the Facility Manager/Booking Officer;
- 5.8 use any electrical appliance, unless it has been tested and tagged by a qualified tester within 12 months of use; AND
- 5.9 all such articles shall be removed by the Hirer at the end of the hire period. Any costs incurred by Council or the Facility Manager/Booking Officer in removing such articles shall be recoverable and deducted from the Hirer's bond.

### 5.10 Noise and offensive behaviour

Hirers must ensure that the level of sound coming from a Council facility does not reach a level where it would interfere with the residents of surrounding properties and does not exceed EPA guidelines. Where a party/function is being held, amplified music is not permitted within the following times:

- Mondays – Thursdays before 7am or after 10pm
- Fridays - before 7am or after Midnight
- Saturdays and Public Holidays - before 9am or after Midnight
- Sundays - before 9am or after 10pm

## 6. Resident privacy

Hirers must respect local resident's right to privacy. This means that resident's property must not be damaged, altered or trespassed upon. This includes buildings, vehicles, gardens and fences. If damage should occur, Hirers must within 24 hours attempt to contact the resident concerned and arrange for the items replacement or repair. Should a resident not be contactable, please contact the Facility Manager for further assistance.

## 7. Smoking in Council Facilities

Smoking and use of e-cigarette products is not permitted within any Council building or in close proximity to the entrance of the building in accordance with the Tobacco Act 1987 and the Tobacco Regulations 2017.

## 8. Food Safety

- 9.1 The Hirer must comply with all relevant provisions of the Food Act 1984, and 2011 state-wide registration and notification scheme for temporary and mobile food premises. All Hirers selling food are required to obtain a Food Handling Permit. Applications can be made online at <https://streatrader.health.vic.gov.au>
- 9.2 Commercial caterers and/or commercial food vendors must provide evidence of Registration and Public Liability Insurance Certificate of Currency to both the Hirer for booking processes and Council's Public Health Unit.

## 10 Alcohol

- 10.1.1 Hirer is not permitted to **sell** alcohol in a Council owned community facility. Hirers have a duty of care to ensure the responsible service of alcohol.

## 11 Safety Procedures

- 11.1 The Hirer is responsible **for notifying the bookings officer and Council** of any/all incidents and accidents that occur in association with the hire of the facility. If injury occurred details of the accident should be reported to Council on 1300 88 22 33.
- 11.2 It is the responsibility of the Hiree, i.e. Council/Facility Manager, to ensure the Hirer representative who will be present throughout the duration of the booking, has undertaken a facility induction and is made aware of evacuation procedures, emergency exits and equipment and emergency assembly points: Both the Facility Manager and Hirer must sign the induction checklist prior to the hire.

## 12 Key Return

- 12.1 The Hirer must return all facility keys at the completion of hire to the Facility Manager/Booking Officer and sign the keys back in on the Key Register.
- 12.2 The responsible Hirer will be charged the full costs associated with re-keying the whole facility in the event of any keys being misplaced, stolen or other events that will compromise the security of the facility.

**Under no circumstances are keys to be loaned to any organisation, or person without a signed hire agreement or Council's prior permission.**

## 13 House Keeping

- 13.1 All Hirers are responsible for setting up and packing up the facility. Time should be allocated within the hire period for set up /pack up. The facility must be restored to its original layout as identified at the Pre-Hire Inspection and Induction.
- 13.2 The Hirer is responsible for ensuring the facility is left in a clean and tidy condition. All rubbish, refuse and waste must be placed in the rubbish bins provided. Any excess rubbish, refuse and waste must be removed from the site and disposed of by the Hirer in a responsible manner. Floors must be left clean and wet mopping may be required. Any cost incurred by Council/Facility Manager in cleaning the facility shall be recoverable and deducted from the Hirer's bond. Council/Facility Manager will notify the Hirer prior to undertaking the work.
- 13.3 The Hirer must ensure that all lights and electrical appliances, including heating and cooling are switched off before vacating the facility and are not used unnecessarily.
- 13.4 The Hirer must ensure that all windows, doors and points of entry are properly locked/secured when vacating the facility.
- 13.5 Council does not insure any property or belongings of the Hirer or any other person. Hirers may wish to insure (at their own cost) any property utilised at the facility against all risk.
- 13.6 Council/Facility Manager shall not be liable for any loss or damage sustained by the Hirer or any person entrusted to or supply any article or thing to the Hirer by reason of any such article or article being lost, damaged or stolen. The Hirer will indemnify Council/Facility Manager against any claim in respect of such article or thing.
- 13.7 The maximum term of this hire agreement is 12 months.

- 13.8 A completed copy is to be given to the Licensee (the person hiring the hall), one copy is to be retained by the group and one copy will be sent to the Property Officer at Victorian Scouts Branch Headquarters for the file.
- 13.9 The Hiring fee specified in the Hire Details section is fixed for the term of this Hire Agreement (for a maximum of 12 months). It may thereafter be subject to a yearly review if and when the hire Agreement is renewed.
- 13.10 The licensee (the person hiring the hall) must not access the hall outside of the dates and times specified in Hire Details section without prior agreement of the Facility Manager/Booking Officer.
- 13.11 The Licensee shall obtain any permits necessary for the use of the said land and premises.
- 13.12 The licensee shall not permit the hall to be used for any purpose other than that stated in the Hire Details section. This includes not permitting parties or social events without the approval of the Facility Manager/Booking Officer.
- 13.13 On expiration or termination of this Hire Agreement the Licensee will remove any property belonging to it and held at the said premises before, or on the day of, the expiry of this Hire Agreement leaving the said premises clean and available for use and occupation.
- 13.14 The Licensee is not to use non-Scouting equipment without approval of the Facility Manager/Booking Officer.
- 13.15 The Licensee is not to use non-Scouting equipment without approval of the Facility Manager/Booking Officer.
- 13.16 The Licensee agrees that the contents of the "Information Sheet for Hall hirers" document has been read and understood.

#### **14 Hirer's Assets Stored in Hall**

- 14.1 The Hirer is responsible for providing, and maintaining, any additional storage they require beyond that provided by the Council/Facility Manager. The type of additional storage must be approved by the Council/Facility Manager.
- 14.2 The Hirer is responsible for the safety testing (e.g. Test & Tag testing) of their electrical assets stored in the hall.

#### **15 Refunds on Days Not Used**

- 15.1 The Hirer is responsible for advising the Council/Facility Manager of any unused hire events where the hall is not used by them due to unforeseen circumstances. The Council/Facility Manager may allow a refund of the hire fee for these unused hire events. Please note:
- 15.1.1 The Hirer's refund claim must be in writing and received within three months of the unused hire event.
- 15.1.2 No more than five unused hire events per term can be claimed without prior approval of the Council/Facility Manager
- 15.1.3 The refund, if accepted, will be paid as a reduction on the next invoice.

**ACKNOWLEDGEMENT**

In making this Application I expressly acknowledge and agree that:

1. I have fully read and understand the Community Facilities Hire Agreement;
2. Where the hirer is a company or incorporated association, I am authorized to sign this Agreement on the Hirer's behalf;
3. I am over the age of 18 years;
4. I and anyone I invite or allow to be on or use the Community Facility will fully comply with all of the requirements of the Conditions for Hire;
5. I will properly communicate the requirements of the Community Facilities Hire Agreement. Conditions for hire to all persons mentioned in point 4 above and will generally ensure Council's/Facility Manager's requirements are fully observed and complied with;
6. In creating this Agreement Council/Facility Manager does so in good faith relying upon the information contained in the Hire Application and any additional information provided by the Hirer entering into this Agreement;
7. This Acceptance for Hire Agreement is formed, in order of precedence, by any special conditions of use Council/Facility Manager may impose in writing, (and any documents referred to therein) and the Hirer's Application;
8. I have been provided with adequate opportunity to seek legal or other advice in relation to the Maroondah Community Facilities Hiring Policy and this Agreement;
9. In accepting this Agreement I will, in accordance with the Maroondah Community Facilities Hiring Policy without derogating from any other obligations of the Hirer, under the Maroondah Community Facilities Hiring Policy -
  - a. indemnify Council/Facility Manager against and hold Council/Facility Manager harmless from any and all claims in relation to the hire of the Community Facility, where applicable within the provision of the Maroondah Community Facilities Hiring Policy and any relevant Acts, Legislation or documentation.
  - b. put in place and maintain the insurance arrangements required by Council for the whole period of hire in accordance with item 4 of Conditions of Hire; and
  - c. promptly pay all Fees and Charges in accordance the Conditions of Hire and to pay on demand any additional money properly claimed by Council/Facility Manager under the Maroondah Community Facilities Hiring Policy.
10. Adjustments to this Agreement without prior consent from Council/Facility Manager will deem this Agreement invalid.
11. Bookings are not confirmed until payment has been processed and funds cleared.
12. **Privacy Collection Statement:** Council/Facility Manager is collecting the information on this Agreement for the purpose of registering and administering your application. The information will not otherwise be disclosed except as required by law. In particular, the information will not be disclosed to others for marketing purposes. If you fail to sign and return this Agreement your booking will not be confirmed.

Signed:	
Print Name:	

Date:	
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Witness Signed:	
Print Name:	

Date:	
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***PLEASE NOTE: Persons signing must be over the age of 18 years of age. If the Hire is for an 18<sup>th</sup> or underage meeting/function/party, the adult signature must be witnessed by Council/Facility staff.***

Please return Agreement to:

- This form will be signed in person one week prior to hall use.