

FACILITY USER FORM



For the occasional use of a Council-managed facility

SECTION 1 – FACILITY			
Facility Name			
Name of specific area			
Is this?	<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor		
SECTION 2 – HIRER CONTACT DETAILS			
Your name		Driver's Licence No.	
Organisation			
ABN			
Address			
Email			
Mobile		Other phone	
Do you have Public Liability Insurance (PLI) in place?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is your PLI Certificate of Currency attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3 – THE EVENT			
Event Name			
Event Frequency	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Bi Annual <input type="checkbox"/> Annual <input type="checkbox"/> Ad hoc		
Event Date(s)			
Event Description			
Event start time		Event finish time	
Set up time		Pack up time	
Will there be an entry fee / ticket price?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Expected attendance	
SECTION 4 – ACTIVITIES			
What activities / services will be offered? NB: all activities must be listed	<input type="checkbox"/> Selling Alcohol (<i>see notes</i>)	<input type="checkbox"/> Amplified Music	<input type="checkbox"/> Amusement Rides
	<input type="checkbox"/> Animals	<input type="checkbox"/> Camping	<input type="checkbox"/> Ceremony / Service
	<input type="checkbox"/> Cycling	<input type="checkbox"/> Drone	<input type="checkbox"/> Fireworks
	<input type="checkbox"/> Food (<i>see notes</i>)	<input type="checkbox"/> Fun run / walk	<input type="checkbox"/> Gambling
	<input type="checkbox"/> Jumping Castle	<input type="checkbox"/> Marquees, Stages or Large Seating stands (<i>see notes</i>)	<input type="checkbox"/> Motoring
	<input type="checkbox"/> Parade / March	<input type="checkbox"/> Recreational / Physical / Sporting (eg. Yoga)	<input type="checkbox"/> Security
	<input type="checkbox"/> Traffic management	<input type="checkbox"/> Water sports	
	<input type="checkbox"/> Other (please specify)		

SECTION 4 – ACTIVITIES (NOTES)	
Alcohol	<ul style="list-style-type: none"> • BYO events do not require a liquor licence. • If you are not charging for alcohol <u>and</u> not charging an entry fee / ticket price you will not require a liquor licence. • If you are charging for alcohol and/or charging an entry fee / ticket price you <u>will require a liquor licence</u>. • Visit Victorian Commission for Gambling & Liquor Regulation www.vcqlr.vic.gov.au/home/liquor • All Temporary Liquor Licence applications must specify that they will not be serving alcohol in glass containers and that the persons serving the alcohol have a RSA certificate and the licence is displayed at the event.
Food	<ul style="list-style-type: none"> • If you are providing food you <u>must be registered with Streatrader</u> https://streatrader.health.vic.gov.au • <u>Every</u> temporary food trader must be registered. • If you have any queries please call the Environmental Health Officer on 03 5795 0000.
Marquees, Stages or Large Seating stands	<p>Only tick if:</p> <ul style="list-style-type: none"> • Your stage is greater than 150sqm • Your marquees or tents are greater than 100sqm • Your seating stands are for more than 20 people
SECTION 5 - APPLICANT	
I hereby make application for the premises set out in the Schedule to this application for the day/s and the times specified in the Schedule and I acknowledge having received and read a copy of the Conditions of Hire and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions.	
Name	
Signature	
Date	
SECTION 6 - OFFICE USE ONLY	
SECURITY DEPOSIT RECEIVED	
Security deposit	\$ <input type="text"/>
Date received	<input type="text"/>
Name & Signature of Endorsing Officer	<input type="text"/>
	<input type="text"/>
SECURITY DEPOSIT RETURNED	
Security deposit	\$ <input type="text"/>
Date received	<input type="text"/>
Name & Signature of Endorsing Officer	<input type="text"/>
	<input type="text"/>

Please return form to the facility Committee of Management.

FACILITY USER CONDITIONS

The Committee of Management for the Strathbogie Shire Council ("the Committee") grants the hire of the facility subject to the following conditions:

1. APPLICATION

The right to use the hall is subject to the Committee receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.

2. SECURITY BOND

Unless otherwise endorsed by Committee in the Schedule to the Applications for Hire, a security deposit in the sum of \$.....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 building or any fittings and furniture contained therein and for any cleaning by the Committee resulting from the use of premises. The hirer shall be liable on demand by the Committee to pay any further amount in excess of such deposit 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 deposit will be returned within two (2) weeks of the use of the premises.

3. HIRE FEES

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

4. MINIMUM BOOKING TIME

The minimum booking time for any hall is 2 hours and the fee applicable will be based on a 2 hour booking.

5. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond. 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. PREPARATION FOR FUNCTIONS

The charge for the cost of hire of the facility specifically for the preparation of functions is \$..... per hour for a max. of two hours.

7. CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the facility shall be made at least 14 days prior to the date of the function otherwise a cancellation of \$..... will be levied. Any cancellation within 24 hours prior to the date of the function will result in a cancellation fee of \$..... being levied.

8. INSURANCE

The facility owner, Strathbogie Shire Council, will provide a blanket public liability cover for casual hirers who hire the facility for meetings or functions, subject to an Application for Hire document being completed in relation to all casual hirers.

Hirers who are incorporated entities (excludes not-for-profit organisations) or hirers of larger or major events may be required to take out specific public liability insurance.

9. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law or Regulations made thereunder, and shall be liable for any breach of such Acts, Local Laws or Regulations. All other Statutory Rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the user and the notices given to the proper officers.

9. OBSTRUCTIONS

The hirer shall comply in every respect with regulations under the Health Act and Victorian 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.

10. PERMISSION TO OCCUPY

- (a) The hirer shall only be entitled to the use of the particular part or parts of the facility hired on the date set out in the Schedule to the application and the Committee reserves the right to permit any other portion of the facility 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 Committee may at its discretion allow other individuals and groups to have casual use of the premises.

11. ASSIGNMENT

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

12. ADULT SUPERVISION

Hirers under the age of 18 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.

13. SEATING

The hirer may under supervision or by the authority of the hall keeper, vary the arrangement of the seats in any hall provided that they are arranged in conformity with the Public Health Regulations.

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. POLICE

The hirer shall when so directed by the Committee arrange for police attendance.

16. DETERMINATION

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

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. 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.

19. COUNCIL

Wherever appearing in these conditions and where the context so admits the expression Council shall be deemed to include any other officer of Strathbogie Shire Council, including Special Councils and Councils of Management, acting with the authority of the Council expressly or implied.

20. REFUSAL TO GRANT HIRE

It shall be at the discretion of the Committee 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 deposit paid, the Committee 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 no claim at law or in equity for any loss or damage in consequence thereof.

21. GOOD ORDER

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. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

22. PIANO

If applicable, 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 Council. Any authorised movement of pianos shall be done under the supervision of the hall keeper. Upon the return of the piano to its original position on the stage the Council shall arrange for the retuning of the piano and the cost of such retuning shall be paid by the hirer.

23. CLEANLINESS

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

24. DAMAGES

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. The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

25. 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 Committee.

26. 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 Committee. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

27. SMOKING

Smoking is not permitted in any building.

28. LIQUOR

The sale 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 Committee who shall make an appropriate endorsement on the Schedule to the application.

29. SUBJECT OF ENTERTAINMENT

The Committee may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the premises.

30. OPENING AND CLOSING HALLS

The hall keeper shall open the hall for hirer and shall close the hall after use, unless alternative arrangements have been made with the consent of the hall keeper.

31. 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 Council thereon shall be final and conclusive.

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 Council against any claim for breach of copyright or any other action herewith.