

California Gully Mechanics Institute Hall

Occasional Hire Form

(effective from 1st July, 2021)

Contact details for booking officer: Phone: 0417 562 952

Email: eaglehawkrotary@gmail.com

Hire Agreement and conditions of Hire - Details of Hirer (Please Print)

Name _____

Address _____

Phone _____ Email _____

Are you covered by Public Liability Insurance?

- **Yes** – you must supply a copy of your Certificate of Currency with this application.
- **No** – see item number 20

Date and times of hire _____

Purpose of hire _____

How many people expected to attend _____

Special Requirements of the Hirer

Large Hall \$ _____ Meeting/Supper Room \$ _____ Bond \$ 200

Total hire and bond fee paid \$ _____

I (Full Name of Hirer) _____ (Please Print)

acknowledge that I have read, understand and agree to the terms and conditions of hiring this facility.

_____ Signature of Hirer

_____ Date

In hiring the Mechanics Facility as detailed above the Hirer agrees to the following conditions:

1. The Hiring fee and bond is to be paid in advance.
2. **Fee Guide** Large Hall \$35 per hour. Meeting Room \$35 per hr
Bond Birthday Parties and similar private functions \$200.
3. All requests for hire are subject to the approval of the Mechanics Facility Committee of Management. Some bookings may be required to be registered with the Police as a precautionary measure for the safety of attendees.
4. Any damage caused in the period of hire is to be reported to the Hall Booking Officer by the hirer.
5. In the event of any damage occurring during a hire period where the costs of repairs are found to be in excess of the security bond lodged, the hirer will liable for the total cost.
6. Failure to pay the costs of the damage to the hall occurring during your function will result in criminal damage being reported to the Police and your details given as the responsible party.
7. No hiring fee/deposit shall be refunded in the event of cancellation unless 7 (seven) clear days notification has been received.
8. The function shall not emit unreasonable noise (music PA system etc) per following local laws. Unreasonable noise is prohibited at the following times -

Monday to Thursday	before 7am and after 10pm
Friday	before 7am and after 11pm
Saturday and Public Holidays	before 9am and after 11pm
Sunday	before 9am and after 10pm

9. Not to perform in or on the facility grounds, any illegal activity.
10. That the hall will be left in a neat and tidy manner with all decorations removed. The only adhesive allowed to be attached to any walls or painted surfaces is blue tac.
11. That all lights, electrical and gas appliances will be turned off and doors locked and checked before leaving the building.
12. A charge of \$10 per hour will apply if appliances and lights are left on.
13. The hall building and the property on which it sits is a smoke free zone.
14. The Facility has a Limited Liquor License.

No liquor may be consumed on the premises unless purchased at the Bar. Alcohol consumption is restricted to the inside of the Hall. It is the Hirer's responsibility to request bar service when booking the Hall.

15. Any Hirer who provides food or sells food must comply with the Food Act 1984 requirements.
16. Access to the hall for decoration and clean-up will depend on the booked time for the function.
17. The Hall Committee of Management reserves the right to terminate this agreement at any time.
18. Hall Committee of Management reserves the right to review and change Hire rates/fees at any time and/or they will be reviewed annually.
19. In the event of any dispute arising between the hirer and any representative of the Hall Committee, the decision of the City of Greater Bendigo shall be final.
20. **Public liability insurance. Under certain conditions, your hire may be covered by the City of Greater Bendigo's Public Liability Insurance policy.**
 - Please note that if the activity of your hire does not meet the conditions listed on page 3, you will need to obtain your own insurance.
 - Hirers not covered by public liability insurance are not permitted to hire this property.

City of Greater Bendigo Public Liability Insurance Cover Policy

Specific exclusions – This policy **does not** cover the following:

- a) This policy is to cover uninsured hirers. If the individual or group is already covered under another Public Liability Insurance, the City of Greater Bendigo requires a copy of the Certificate of Currency and a list of the policy's exclusions in order to approve use of Council owned or controlled buildings (e.g. School or Rotary Club).
- b) Individuals or groups that hire the facility and charge admission to derive monetary gain from the actual hire activity (this exclusion does not apply to fundraising for charities).
- c) Rock concerts / music festivals (except for FReeZA organised events).
- d) Individuals or groups providing child minding or child care services.
- e) Activities which involve participation of a person or his / her property in any game, match, race, practice, trial, training, competition and the like, or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities).
- f) The sale of children's toys and second-hand electrical items / tools.
- g) Children's rides; amusement rides; animal farms; inflatable recreational equipment (e.g. jumping castles). It is recommended these providers should have their own public liability insurance cover.

Limitations

- h) The Hire activity is limited to up to 52 times per year (per hirer) for a maximum period of five (5) consecutive days, unless for an art exhibition which can be covered for up to 14 consecutive days.
- i) Hirers that will involve attendance of more than 1,000 people are not automatically covered.
- j) The hirer is required to pay the first \$250 of each and every claim or series of claims arising out of any one occurrence.
- k) Indemnity is only provided to the hirer of the facility; indemnity is not provided to performers / contractors that may be involved in the hire activity. Hirers should ensure these other parties have in place their own Public Liability Insurance (e.g. a band playing at a birthday or wedding is not covered).

I have read, understand and agree to comply with the above conditions and have signed below:

Hirer _____ Signature _____
Date _____

Booking Officer _____ Signature _____
Date _____

Bank Details for EFT Bond Refund -

BSB _____

Account Number _____

Account Name _____

Mechanics Facility Hire Checklist

The following checklist will be the responsibility of the Hirer to complete prior to vacating the hall facility:

- All tables and chairs are stacked and put away
- Floors swept
- Kitchen benches, tables & sinks wiped over
- Toilets cleaned
- Decorations removed
- Broken glass & cigarette butts picked up
- All garbage bins emptied
- All rubbish removed from the buildings
- Oven & refrigerator cleaned (if applicable)
- All lights, air conditioners and fans are turned off
- All windows are securely locked
- All external doors are securely locked
- All goods, materials and property brought into the facility for the function/event/booking removed
- All external grounds/gardens are free of rubbish
- Any damage to the hall facility is reported to the Hiring Officer