

## Terms & Conditions of Hire

### Fees

Payment of fees must be made to The Eastern Reserve Committee of Management within 21 days of an invoice being issued. When the booking is for facility hire occurring within less than 21 days, invoices are to be paid immediately. Where a bond is required, it can only be taken in the form of cash or credit card. All regular user groups will be invoiced quarterly.

### Cancellation

Where booking is cancelled with less than seven (7) days notice, the hirer will forfeit half the total hire fee unless the facility is re-hired.

### Facility Access

Arrangements for access to the facility will be made with The Hub, Wincheslea Booking Officer through the use of a unique access code. This will be distributed to the hirer once the hire fee has been paid in total. **It is the responsibility of "The Hirer" to keep their access code private and secure.** Access is only granted to the room/s in which the booking has been made. "The Hirer" must clearly identify on the booking form which rooms/resources are to be used, as other Hirers may be utilising the facility simultaneously.

### Set Up

"The Hirer" must allocate time for setting up their 'event' in their booking requirements. As the facility & rooms are hired by a variety of users, the facility will not be available to "The Hirer" prior to the booking. Please clearly identify your requirements on the booking form and discuss with the Booking Officer.

### Catering

Catering for food is the sole responsibility of "The Hirer". It is recommended that the hire employs the services of an Eastern Reserve Committee of Management approved caterer. The use of the Catering Kitchen and its equipment must be indicated on the booking form. The Catering Kitchen and equipment must be returned to its original state in a clean and tidy condition. **Please see The Hub Catering & Service of Alcohol document for full terms & conditions relating to catering.**

### Alcohol

The Bar must be utilised before 12pm and must be closed by 11.30pm. Please outline your alcohol requirements on the booking form and discuss with The Hub, Bookings Officer at the time of your booking. Please see The Hub Catering & Service of Alcohol document for full terms & conditions relating to alcohol.

### Pack Up & Cleaning

"The Hirer" must ensure the facility is returned to the layout as outlined at entry to each room. "The Hirer" must ensure that the facility is thoroughly packed away and cleaned after use. Refer to The Hub Set Up & Pack Up document for requirements. Professional cleaning charges are included in the hire fee where indicated on the schedule of fees. Where further or professional cleaning is required after use (and has not been previously charged) an additional fee will be charged to "The Hirer".

### **Claims**

"The Hirer" shall be responsible for providing adequate public liability insurance cover, in the event of any accident, damage or injury sustained by any person or persons using any part of the facilities during the conduct of the hiring. Notwithstanding that such injury may arise from or by reason of any defect in the furniture, fittings, accessories of any kind, or building or otherwise however and "The Hirer" agrees to indemnify Council and its Officers against all claims and demands made or cost or expenses incurred in connection therewith. **Casual bookings are covered under Council's public liability insurance cover provided that the conditions of hire are followed.**

### **Amplified Music**

Amplified music is not to exceed a reasonable level appropriate for the surroundings and local amenity. Under EPA noise guidelines, amplified sound is prohibited after 10pm Sunday to Thursday, and 11pm Friday and Saturday.

### **Behaviour**

Any person causing an offence against such Regulations, using insulting language or disorderly behaviour must be removed from the building by "The Hirer" or person nominated 'in charge'. Patrons are required to vacate the premises in a quiet and orderly manner, so as not to disturb local residents. **Please Note: There may be multiple "Hirers" in the facility simultaneously and thus noise and behaviour is required to be respectful of all users. Please discuss with The Hub, Winchelsea, Bookings Officer, if you have any concerns.**

### **Parking**

All vehicles must adhere to the parking and road guidelines as signed. No vehicles are allowed on the oval, unless authorised by the Eastern Reserve Committee of Management.

### **Damage**

Damage to floors, walls or any other part of the building or any fitting or furniture must be reported by "The Hirer" within 24 hours and the cost of repairs will be borne by "The Hirer". **You may not use any tape to fix decorations to walls.**

### **Emergency after hours number**

**After hours contact number for facility emergencies or to report plumbing/electrical faults or vandalism please contact 5261 0600. For all other emergencies call 000.**

### **Obstruction**

"The Hirer" shall comply in every respect with Regulations under the Health Act with regard to public buildings for the prevention of over-crowding, obstruction of gangways, passages, corridors, stairs or any other part of the building. The capacity for each facility is advised on the website, and full details can be provided upon request of The Hub, Wincheslea's Bookings Officer.

**Refusal to let**

It shall be in the discretion of the Eastern Reserve Committee of Management to refuse to let the facility or other rooms during the hire period. The Eastern Reserve Committee of Management have the power, if seen fit, to cancel such letting and direct the return of the bond paid (excluding hiring fee) if "The Hirers" intended use changes and is not consistent with use of a public facility. **Please Note: No teenage parties may take place at the Eastern Reserve, Winchelsea.**

**Gambling**

No game of chance or raffles (other than raffles approved by the Attorney General or his Delegate under Section 6 of the Lotteries, Gaming and Betting Act) shall take place in any portion of the building.

**Smoking**

Smoking is prohibited in all parts of the facility.

**Sub-letting**

Sub-letting is not permitted under any circumstances.

**Theft or losses**

The Committee and Council and its Officers shall not be liable for any thefts or losses incurred by "The hirer", his/her agents or staff during occupancy or for any equipment remaining on the premises after occupancy.

**Please Note:** The Eastern Reserve Committee of Management are a Section 32 Committee empowered by the Surf Coast Shire to manage The Hub, Eastern Reserve, Winchelsea. The Hub, Winchelsea, Bookings Officer reports to The Eastern Reserve Committee of Management.