

Kilcoy Memorial Hall Terms and Conditions

Hire agreement

All groups or individuals hiring the Memorial Hall will be required to complete a Facilities Hire Application and Agreement form to be signed by the responsible person. This applies to casual and regular hirers. The hire agreement will be lodged with Somerset Regional Council, who will keep a record of all bookings. The hirers may only enter the facility during the times agreed with Somerset Regional Council. If the hirer needs to enter Memorial Hall at any other times, they must be escorted by a Council officer.

Fees

Somerset Regional Council requires that the hirers pay the applicant's fees (in full) two days prior to the date of the function. The booking will not be confirmed until a non-refundable deposit has been paid.

Please note Council business hours are 8.30am – 5pm Monday to Friday, keys are to be collected within these hours. For afterhours access a \$417 call out fee will apply.

Bond

All hirers of the Memorial Hall are required to pay a bond. This acts as security against damage to property or for breach of any part of the hire agreement. The bond must be paid in full prior to hire. The bond will be returned (via posted cheque) when the keys are returned except in cases of damage or extra cleaning required on assessment by Council.

Cancellation Policy

Council has adopted a policy that requires prepayment for contracted goods and services including hall and room hire services. It is confirmed that \$45 of the total hire fee for this facility represents a non-refundable booking deposit.

Emergency and Evacuation Procedure

Hirers are responsible for familiarising themselves with the emergency and evacuation procedures in the facility. Hirers are responsible for ensuring all guests attending a function as part of their venue hire are evacuated as per the evacuation procedures for the venue. Appropriate signage is displayed in the facility for the hirers reference. Hirers shall notify Somerset Regional Council of any incidents which may arise during their hire period.

Keys

Keys to be picked up from the Kilcoy Customer Service Centre between 8.30am and 4.45pm Monday to Friday. It is the hirers responsibility to ensure that keys are collected. A fee will be deducted from the bond if the hirer overlooks obtaining all keys prior to function.

Use of the Hall

The use of the hall is subject to the following conditions:

- The hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the hall or surrounds. The hirer is responsible for the behaviour of those in attendance during the hire period.
- No pets or animals are allowed in the hall. Guide Dogs are exempt.
- All items of property owned by the hirer must be removed from the hall and grounds on or before the agreed occupancy time. Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Somerset Regional Council without compensation to the owner or the person responsible.
- The hirer is not permitted to take into or use within the hall any type of candles or naked flammable substances deemed toxic or dangerous, with the exception of birthday candles.
- No items shall be placed in front of or obstruct access to the fire exits.
- Children under 12 years of age are supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the property.

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- The hirer shall not affix nails, screws, decorations, bunting or draping which in any way defaces the building. Somerset Regional Council must grant permission for any alteration to be made to fixtures, walls, ceilings or floors.

Specific Conditions

Your attention to the following specific conditions will ensure the return of your full bond. Refund of bond is dependent on the hirer adhering to specific conditions and the condition of the venue post event. The Memorial Hall is a multi-functional venue and is utilised by various organisations.

- Rosin or dancing pops are not allowed to be used on any timber floor surface of the hall.
- The timber floor is maintained to a standard where Council considers it to be acceptable as a multi-purpose use.
- The hirer will only use designated area of the hall that have been booked and paid for.
- Complaints concerning the rental of the hall will be reported to Council only – third parties are discouraged from relaying complaints to Council.
- Seating and table tops wiped over and returned to original storage position.
- Cupboards, benches, shelves, serving trolleys etc in food preparation area wiped over and left clean and tidy.
- Halls floors swept, spot mopped and left clean and tidy.
- Walls/doors spot cleaned if required.
- Fridges emptied and cleaned.
- Toilets/bathroom areas left clean and tidy with no damage.
- Floors in bathrooms swept, spot mopped and left clean and tidy.
- Chairs stacked in correct order.
- Lights/fans switched off.
- Doors and windows secured.

Waste Management

The hall premises and facilities must be left in a clean and tidy condition by the hirer, prior to vacating the premises. No plastic or any other waste is to be left in the hall at the conclusion of the hire. All waste should be removed from surrounding grounds, this includes cigarette butts and bottle tops and placed in the bins provided. Any remaining excess rubbish must be removed from the premise.

Recycling

Only bottles and cans permitted in yellow lidded recycle bins.

Noise Management

The event must not give risk to offensive noise under the Environmental Protection Act 1994. Please be considerate of neighbours living close by. Music is to cease by 11pm and there is a midnight curfew. The hall must be vacated by midnight.

No Smoking

There is a no smoking policy at the hall. The responsible person must ensure that this policy is enforced at all times. Smoking is permitted outside the hall ensuring a five-metre buffer to the building entrances. Smokers are obligated to dispose all cigarette butts appropriately.

Alcohol

Please note alcohol is allowed on the premises. Groups wishing to consume alcohol at the premises must make the request on the application form to Somerset Regional Council. If consuming alcohol, hirers must ensure that

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all remnants including bottles, cans and any liquid are removed completely from the premise. Any remnant of alcohol found at the premise may breach the hire agreement.

Vehicle Management

Do not block entrance to hall, private or public driveways.

Damages and Repairs

The hirer will be responsible for any expense in connection with repairs, security and improper use of safety equipment and/or extra cleaning which may become necessary as a consequence of booking. Somerset Regional Council reserves the right to determine the cost of any damages and/or extra cleaning above and outside that which is normally expected following normal usage of the hall. Somerset Regional Council reserves the right to retain all or part of the bond to meet such costs if necessary, or to bill the hirer for additional costs.

Regular Hirers and Casual Hirers

Regular hirers booking times will be reviewed every 12 months. Somerset Regional Council will give regular hirers two months notice of any changes to their booking times with the exceptions of maintenance and emergency repairs. Regular hirers (more than two bookings per annum) are required to supply Somerset Regional Council with a Certificate of Currency showing their Public Liability Insurance is current.

Insurance

Casual hirers of the hall are covered by Somerset Regional Council's insurance including consumption of alcohol. Regular users of the hall (i.e. more than twice a year) are required to have a current Public Liability insurance to the value of \$20,000,000 coverage indemnifying Somerset Regional Council and always supplying Somerset Regional Council with any amended, updated documentation. A copy of their Certificate of Currency will be held on file. The hirer must have personal insurance for any items brought into the hall. Somerset Regional Council shall not be responsible for any loss or damage to any property belonging to either the hirer or any person in the facility at the invitation of the hirer.

Capacity

The hall has a legal capacity to carry the following occupants:

- 270 – at a function where tables and chairs are set out on the floor.
- 380 – at a function where chairs only are set out on the floor.

The numbers quoted above have been determined "Deemed to Satisfy Provisions" under the Building Code of Australia. Hirers are made aware of their liability exposure in case of a fire or other major occurrence, if this condition is not adhered to.

Breach of Agreement

Somerset Regional Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure. Failure to comply with the requirements set out in the policy will be regarded as a breach of agreement giving Somerset Regional Council the right to sue for the recovery of any amount due and/or to cancel all or any such future bookings. Non-compliance of the midnight curfew will result in complete forfeiture of the bond.

I/We have read, understand and accept the terms of conditions to hire Kilcoy Memorial Hall.

Name:

Signature:

Date: