



Policy No. 2013-02

USE OF COUNCIL HALLS

Responsible Officers: **Senior Officers**

For Review By: **General Manager/Senior Officers**

Due Date for Review: **01/07/2020**

Approved by:/...../.....

Mayor

Date

.....

General Manager

...../...../.....

Date

Adopted at Council Meeting: 17/09/2013

Reviewed & adopted at Meeting 19/01/2016

Reviewed & adopted at Meeting 18/09/2018

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1. Introduction

Council recognises that it has a responsibility towards neighbouring property owners and for this reason desires the hirers of rate funded facilities to preserve the amenity and sense of well-being that all neighbourhoods are entitled to in this municipality.

Council also recognises the value of providing community halls and associated amenities for use by the community.

This Policy is applicable to all hirers of Council halls.

2. Interpretation

- **“Council Hall”** shall mean the community centre building, hall, supper room, kitchen and conveniences.
- **“Council”** shall mean the Central Highlands Council.
- **“Casual Hirer”** shall mean a group or individual granted use of the hall or any part thereof.
- **“Council Officer”** shall mean any Council employee requested to carry out the particular function discussed regardless as to whether they have been formally delegated to do so or not.
- **“Senior Council Officer”** shall mean the General Manager, Deputy General Manager or Senior Administration Officer.

3. Application

The right to use Council halls is subject to Council receiving an application from an applicant of legal age (18+ years) on the required form signed by the applicant, stating the purpose, hours and portion or portions of the building required and containing the applicant’s undertaking to comply with the conditions of hire.

Where application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such application.

Bothwell Football Club has seasonal rights to use the Bothwell Football Club and Community Centre building between April and September in each year subject to Council receiving an application from the Bothwell Football Club by the 28 February

of that year on the required form signed by the President or Secretary of the club. The club must complete all sections of the application form and return to Council by the 28 February of that year prior to the commencement of hire. The application cannot be considered unless accompanied by current copy of the club's "Certificate of Currency" for Public Liability Insurance and the hire fees have been paid in full. These fees will be in accordance with Council's Fees & Charges for each financial year. The seasonal rights allocation relates to the home & away competition and Finals only. The Bothwell Football Club has no seasonal rights to use the Bothwell Football Club and Community Centre building for pre-season training. Pre-season training is to be booked as per normal hire procedures.

Bothwell Cricket Club has seasonal rights to use the Bothwell Football Club and Community Centre building between October and March in each year subject to Council receiving an application from the Bothwell Cricket Club by the 31 August of that year on the required form signed by the President or Secretary of the club. The club must complete all sections of the application form and return to Council by the 31 August of that year prior to the commencement of hire. The application cannot be considered unless accompanied by current copy of the club's "Certificate of Currency" for Public Liability Insurance and the hire fees have been paid in full. These fees will be in accordance with Council's Fees & Charges for each financial year. The seasonal rights allocation relates to the home & away competition and Finals only. The Bothwell Cricket Club has no seasonal rights to use the Bothwell Football Club and Community Centre building for pre-season training. Pre-season training is to be booked as per normal hire procedures.

All events shall cease no later than 12 Midnight.

4. Hire Charges

Hire Charges (Schedule of Fees) are approved by Council annually as part of the budget process and are to be applied accordingly. A copy of the Schedule of Fees is available at the Council office in Bothwell and Hamilton or on Council's website.

An inspection of the Council hall shall be carried out immediately prior to the hire by the applicant and a Council employee, and again immediately after.

A bond is payable as set out in Councils Schedule of Fees and shall be refundable upon a satisfactory inspection.

If the facility or part there-of is not vacated by the engaged time, the hirer shall pay the additional charged as detailed in Council's Schedule of Fees.

Church Functions, Fundraising for Local Activities, Meetings of Local Groups, Local Non for Profit Groups and Local Schools may be eligible to hire on a free of charge basis.

Applications by these groups are to be directed to the General Manager or Senior Council Officer for consideration as to whether a hire charge is to be raised.

Normally, where hire charges are waived, a bond would not be required but this is still at the discretion of the General Manager or Senior Council Officer. Where bonds have been waived, the Hirer is to be advised that any damages or breakages will be invoiced to the Hirer.

5. Damage

The floor, 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 such manner or in any way be damaged, and no notice, sign, advertisement, scenery, fittings, or decorations of any kind be erected in the building or attached to or affixed to the walls, doors or any other portion of the buildings, fittings or furniture without prior consent of the General Manager.

The hirer shall not be permitted to bring in any stage machinery, electrical installation appliances, exhibition stands and the like without the express consent of a Senior Council Officer. No staples, nails or sticky tape are to be used on the walls. Hooks may be installed to hang decorations for functions but only if agreed to by a Senior Council Officer.

If any damage takes place, the Senior Council Officer's assessment of the damage shall be taken as final without right of appeal, and such sum shall firstly be deducted from the bond. Any remaining balance shall be invoiced to the hirer and will be payable within thirty days from the date of the invoice.

6. Cleaning

The hirer shall leave the hall and/or rooms in a tidy condition and all fixtures and utensils in good order and condition, and shall remove all rubbish, refuse and waste matter immediately after the function.

If the hall is left in an unacceptable state, the cleaning cost will be deducted from the bond. Any remaining balance shall be invoiced to the hirer and will be payable within thirty days from the date of the invoice.

7. Free Access

The General Manager and any Council Officer shall at all times, notwithstanding any hiring, be entitled to free access of every part of the building.

8. Subject of Entertainment

Prior to engagement of the hall or any part thereof for a meeting, lecture or entertainment, the purpose of the meeting and the topic of such lecture or entertainment shall be submitted to, and be subject to approval by, a Senior Council Officer.

9. Refusal to Hire Out

It shall be at the discretion of Senior Council Officers to refuse to hire out the hall, other rooms or hall equipment. Notwithstanding that the hall, other rooms or hall equipment may have been hired out or that these conditions may have been accepted and signed, and the hire fee paid, a Senior Council Officer shall have the right to cancel such hire. Any hire fees or bond paid will be returned. The hirer agrees to accept this right and to be held to have agreed to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

10. Municipal Function

Senior Council Officers shall be empowered to cancel any booking made for the hall or any part thereof when they are required for Council functions or State/Federal elections. Any hire fees or bond paid will be returned. The hirer agrees to accept this right and to be held to have agreed to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

11. Liquor

No alcohol of any kind shall be brought into the building without the consent of a Senior Council Officer.

Prior to any function where liquor is to be consumed, the hirer must contact the Licensing Board to ascertain whether a liquor licence is required or whether any other conditions or restrictions will apply.

If the Licensing Board determines that a liquor licence is required, a copy of the liquor licence is to be submitted to a Senior Council Officer prior to occupancy of the building, otherwise the relative hall hire will be cancelled.

If the Licensing Board determines that a liquor licence is not required, a copy of that determination or advice is to be submitted to a Senior Council Officer prior to occupancy of the building, otherwise the relative hall hire will be cancelled.

Any conditions or restrictions advised by the Licensing Board are to be adhered to. A copy of the conditions or restrictions is to be submitted to a Senior Council Officer prior to occupancy of the building, otherwise the relative hall hire will be cancelled.

The following conditions are imposed by Council where the event is serving liquor or the event is BYO liquor:

- Alcohol not to be provided to people under 18.
- Alcohol must not be available from the hall as take-away.
- Alcohol must not be consumed outside the hall.
- Designated bar staff and servers of alcohol are required to hold current Responsible Serving of Alcohol Certificates.

12. Disorderly Behaviour

No fighting, obscene or insulting language or disorderly behaviour shall be permitted in any part of the building.

The hirer shall be held responsible for the behaviour and conduct of those in attendance during the period of hire.

13. Gambling

No game of chance in which money is passed as a prize, either directly or indirectly, shall take place in any portion of the building unless the required permits and the written consent of a Senior Council Officer are first obtained.

14. Subletting

No portion of the building hired shall be sublet or tenancy transferred or assigned without the written consent of a Senior Council Officer.

15. Liability

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer, or any person from or corporation entrusted to, or supplying any article or thing to the hirer by reason of such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any person, firm or corporation in respect of such article or thing.

16. Insurance

The hirer of the hall or any part thereof, shall not do or neglect to do or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the building, and the hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.

Sporting Clubs and Commercial hirers are required to take out and keep current during the period of hire, insurance policies relating to Public Liability, Professional

Liability and Product Liability (as applicable). These are to be in a form approved by the Council with Council noted as an interested party on the Certificate of Currency with Hirer insuring, for a minimum sum of twenty million dollars, the Council and the Hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to functions held at the hired facilities.

Casual hirers will normally be covered by Council's insurance policies. However, cover does not include participation in sporting activities, performances by performers or entertainers, amusements, children's rides, animal rides, amusement rides and dancing and inflatable recreation equipment, child care and sale of second hand goods.

17. Indemnity

The hirer agrees to indemnify and keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to functions held at the hired facilities.

18. Management of Hall

The hirer and persons under his/her discretion shall obey all directions or orders given by the Council's staff as to the management of the hall and function being conducted therein.

Any hirer or servant of the hirer, committing a breach of one or more of these conditions will be expelled from the venue being used.

If not elsewhere expressly stated in these conditions, the hirer will at all times comply with the requirements of Federal or State Acts of Parliament as well as Local Laws, policies and procedures of the Central Highlands Council.

19. Disputes

In the event of any disputes or differences arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the General Manager thereon shall be final and conclusive.

20. Hiring of Council Furniture and Equipment

Council may hire out furniture and equipment from Council Halls. The hirer shall be held liable for the return of all such goods in the same condition in which they were received. All breakages and losses shall be charged to the hirer at the replacement cost of such breakages and/or losses.

- 21.** The Hirer shall enforce the following requirements within the facility:
- No smoking in the building or within 3 metres of the building
 - No confetti to be used in or around the facility
 - All electrical appliances being used by the hirer are to be switched off before vacating the facility, any electrical appliance that was on prior to the hiring the facility should be left on.
 - All doors are to be checked to ensure they are locked before leaving the facility
- 22.** The Hirer is to be aware of the hall layout and locations of emergency exits and the location of the Emergency Evacuation Assembly Area.



CENTRAL HIGHLANDS COUNCIL

APPLICATION TO HIRE COUNCIL HALL OR HALL EQUIPMENT

Applicant.....
Full Name and Business Name (as applicable)

Address.....

I/We have received, read and understand the conditions of hire, and hereby undertake to comply with all conditions, regulations and charges relative to the hire of the:

.....

for the purpose of:

.....
.....
.....
.....

Period of Hire: From/...../..... To/...../.....

Time required: Fromam/pm Toam/pm

Approximate number attending:

Do you intend having liquor at the function? Yes No

Has a copy of Licensing Board correspondence been provided? Yes No NA

Has a copy of the liquor licence been provided? Yes No NA

Have copies of Certificates of Currency been provided? Yes No NA

Name of Person Responsible for Serving of Alcohol

Note: Must have RSA Certificate (copy to be provided)

If Hall equipment is being requested for hire, please enter requirements in the table below. Upon return of the equipment, please complete the table. Please note that losses and breakages will be deducted from your bond. Excess charges will be invoiced.

	DINNER PLATES	BREAD & BUTTER PLATES	CUPS & SAUCERS	BOWLS	SOUP BOWLS	KNIVES	FORKS	SOUP SPOONS	DESSERT SPOONS	TEA SPOONS	CHAIRS	TRESTLES
REQUIRED												
RETURNED												
BROKEN OR LOST												

APPLICANT'S POSITION IN THE ORGANISATION:.....

ADDRESS:.....

TELEPHONE: Business.....Private.....Mobile.....

EMAIL:.....

.....

...../...../.....

Applicant's signature

Date



COMPLIANCE WITH CONDITIONS OF USE OF COUNCIL POLICY 2013-02 USE OF COUNCIL HALLS

The above-named Applicant acknowledges having received and read a copy of the Central Highlands Council Policy 2013-02 Use of Council Halls which is attached to this document and agrees to be bound by and comply with the said Policy in every respect. The Applicant further undertakes to be responsible for ensuring that all individuals or groups using the allocated Council hall or part thereof at the times and days allocated for the Applicant shall comply with the conditions in the policy.

INSURANCE

Sporting Groups and Commercial applicants further agree to take out and keep current during the period of the hiring of the Council hall or part thereof, Public Liability, Professional Indemnity and Product Liability insurance policies as applicable in a form approved by the Council. These policies are to be in the joint names of the Council and the Organisation insuring, for a minimum sum of ten million dollars, the Council and the Applicant against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the Applicant or both arising out of or in relation to the use of the council hall or part thereof.

INDEMNITY

The Applicant further agrees to Indemnify and keep Indemnified and to Hold Harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to functions held at the hired facilities.

CERTIFICATE OF CURRENCY

Sporting Groups and Commercial applicants are required to produce copies of Certificates of Currency from their insurer which confirms that Public Liability, Professional Indemnity and Product Liability insurance policies as applicable are in force for the duration of the function to be held at the hired facilities. The policies are to contain the following provisions:

- 1. The policies must be for a minimum of \$20 million and must name the Central Highlands Council as an interested party.
- 2. The insurance policies should contain a standard cross liability clause.

Copies of Certificates of Currency confirming the period and amount of cover and showing the Central Highlands Council as an interested party, must be produced and will form part of the Agreement.

PERMITTED HOURS/DAYS OF USE

The Applicant agrees that the permitted hours of use shall be only those times and days allocated for the Applicant and confirmed in writing by Council.

Dated at.....thisday of.....20.....

.....

Applicant's Signature

.....

Senior Officer's Name

.....

Senior Officer's Title

.....

Senior Officer's Signature

COUNCIL USE ONLY

Has a copy of photo identification been supplied?

Yes

No

Type of photo identification supplied:.....

Reference number of photo identification:.....

Acceptance or rejection of application:

Accepted

Rejected

.....
Senior Officer's Name

.....
Senior Officer's Position Title

.....
Senior Officer's Signature

...../...../.....
Date

COUNCIL USE ONLY

Is the Application for Hire on behalf of a:

Church Function?

Yes

No

Fundraising Activity for a Local Facility?

Yes

No

Meeting of a Local Group?

Yes

No

Local Non for profit Group?

Yes

No

Local School?

Yes

No

If answered Yes to any of the questions above, please refer to the General Manager or Senior Council Officer for approval or rejection of the waiving of hire charges and bonds prior to finalising the application.

Acceptance or Rejection of Waiving Hire and Bond Charges:

(Delete as applicable)

Accepted

Rejected

.....

General Manager's Signature

...../...../.....

Date

OR

.....

Senior Council Officer's Signature

Date

...../...../.....



COUNCIL USE ONLY

BOND: \$.....

RECEIPT NO.....

PREMISES CHECKED PRIOR TO USE BY.....

PEMISES CHECKED IMMEDIATELY AFTER USE BY.....

REPORTED
DAMAGE.....
.....
.....
.....

ESTIMATED COST OF DAMAGE: \$.....

APPLICANT ADVISED: Yes No

BOND AMOUNT REFUNDED: \$..... CHEQUE NO.....

ACCOUNT SENT: Yes No AMOUNT\$..... A/C NO.....