

KEN DOWLING PAVILION (MONTROSE)

CONDITIONS OF HIRE

BOOKINGS AND PAYMENT

Bookings are considered tentative until receipt of a completed application form and total hire charge. Bookings must be made at least seven days prior to the event.

BOND

The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded to the hirer, provided the hirer has complied with all aspects of the conditions of hire. Should the cost of repairing damage to the property exceed the bond, the hirer shall pay additional costs. The costs of extra cleaning as a result of the function will be deducted from the bond, and the hirer must remove all rubbish associated with their event. An account for additional costs will be forwarded within 30 days. The bond will be refunded as soon after the event as the booking officer is satisfied there are no additional charges to be made.

CANCELLATION

Cancellations will only be accepted at least 10 days prior to the date of the booking. If the cancellation conditions are not complied with, an administration fee of \$20 will be charged.

INSURANCE

Short term and casual hire (on receipt of the insurance fee)

This includes Public Liability Insurance cover for \$10 million. All accidents and/or incidents which may result in a claim being made under this policy of insurance must be reported to the Shire of Yarra Ranges- Risk Management Section on 9294 6183 within two (2) days.

DAMAGE

The floors, walls, curtains or any other part of the building or any fittings or furniture, shall not be damaged. The hirer will take steps to ensure their patrons will not cause damage or defacement. Failure to adhere to the above may result in loss of Bond.

INDEMNITY

The Hirer/ User/ Lessee agrees to indemnify and to keep indemnified, the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirers/ Users/ Lessee performance or purported performance of its obligations under this licence/permit and be directly related to the negligent acts, errors or omission of the Hire/ User / Lessee. The Hirer/ User / Lessee's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

LIABILITY

The Hirer must – (a) remain on the premises whilst visitors / patrons are in the building; (b) keep premises locked when unoccupied; (c) be responsible for orderly conduct and safety of patrons; and provide security where directed; (d) maintain the premises in a clean and safe condition for the duration of the term of hire.

COUNCIL ACCESS / LIMIT OF HIRE

Authorised Council Officers are entitled access to all buildings regardless of bookings. Council also reserves the right to hire any portion of the building other than the area stated on the application form. The Council reserves the right to cancel any booking if the building is required in respect of an election or referendum for the Federal or State Governments.

KITCHEN

The hirer of the kitchen shall leave it in a clean and tidy condition and all rubbish generated by the event is to be removed immediately. On the completion of the function, tabletops must be cleared and wiped and the premises must be left in a clean and tidy condition.

DECORATIONS

The use of confetti, streamers or similar articles of decoration or amusement are prohibited. No adhesive tape/ paste, pins etc., are to be attached to painted surfaces. All decorations must be removed at the end of the function.

SETTING UP / PACK UP

The Hirer has the responsibility for setting up and clearing away all equipment to its original location. Please do not drag furniture or equipment across the floor. Setting up time must be stated on the application form and all packing up should be completed immediately on termination of function.

Please note under EPA regulations and Council policy all music is to be turned down/ off at 12 midnight and all venues are to be vacated by 1.00am. Failure to do so can result in cancellation of the bond.

SECURITY SERVICES

MRRR INC . reserves the right to request external security for functions.

EMERGENCY EXITS

All emergency exit doorways and passageways should be left clear at all times.

EMERGENCY CONTACT

For Ambulance, Fire or Police dial 000. After hours emergency contact for the Shire 1300 368 333

BREACHES

MRR Inc. Reserves the right to expel persons or terminate the function due to breach of conditions.

