

# Venue Hire

## General Terms and Conditions



*opportunity » growth » lifestyle*

## Introduction

Thank you for your interest in hiring a Frankston City Council venue for your event or function. Council has six halls or community centres available to the community to hire on a casual or a recurring basis – Mechanics Institute, Talbot Hall, Seaford Community Centre, Leawarra House, Langwarrin Hall and Bruce Park Hall.

The following document outlines the general terms and conditions of any hire arrangement. We recommend that you read these documents prior to submitting your application.

## Application

Bookings for Council venues are subject to availability and on a first come first served basis via an application process.

To check the availability of a venue, contact Council on 1300 322 322 or email [info@frankston.vic.gov.au](mailto:info@frankston.vic.gov.au).

Applying to use a Council venue is done by selecting the venue, reviewing these term and conditions and completing an application form.

It is essential that the application form be filled out in the name of the person or organisation paying the hire fees in order for the bond to be returned.

The applicant (or nominated individual representing an organisation) must provide:

- A copy of photo ID demonstrating they are over 18 years of age
- Utility bill to confirm full name and address listed on photo ID.

## Viewing a venue

To confirm a venue is suitable for your event, you may inspect it before submitting an application. To do so, please contact Council to arrange a time when the venue is available.

You will need to provide photo ID and pay a \$20 refundable fee.

## Tentative hold

Applicants can place a temporary hold on a venue by contacting Council, confirming availability and paying a \$50 holding deposit. This fee is non-refundable, but will be deducted from your hire fees should you proceed with the booking.

Venue holds last for up to 14 days, after which time, if the application is not complete (including full payment of all fees and bond), the hold will be cancelled.

Please note, if the event or function is less than 14 days away a tentative hold cannot be made as bookings must be confirmed during this time.

## Booking confirmation

Your booking is not complete until you receive a letter of confirmation from Council. To have your booking confirmed a completed application form

must be submitted and all fees and bond need to be paid in full.

## Area booked

Hirers may only use the area of the venue that has been booked and paid for.

Council reserves the right to book any other portion of the building at the same time unless you have booked the whole venue (including any adjoining meeting rooms).

## Bond

Hirers are required to pay a bond when hiring a venue, which is held in trust as security against any loss or damages to the building, fixtures, fittings, furniture or appliances.

It is also used as a guarantee for maintaining and returning the venue in a clean state and compliance with all other terms and conditions of hire.

The rate of bond charged will depend on the type of function you are holding. For more information go to the Schedule of Fees.

Bonds must be paid 14 days prior to the booking. Failure to pay the bond in time will result in cancellation of the booking.

In the event a venue is damaged or returned in an unclean state, or if there is a breach of these terms and conditions Council reserves the right to withhold part or all of the bond to cover the cost of repairs or cleaning. If the costs of any repairs exceed the amount of the bond, the Hirer may be charged for any additional amount.

The prescribed bond deductions are as follows:

- Any damage to the venue - charged at the cost of repairs
- Additional cleaning required – minimum \$200
- Noise continuing after the approved event or function conclusion time –\$200
- Staying beyond the approved event or function conclusion time - \$200
- Any alcohol not declared – full forfeiture

- Any illegal activity – full forfeiture and Police report
- Smoking inside or within 10 metres of venue entrance – full forfeiture
- Callout fee - \$200

The bond is released only after the venue has been inspected, keys returned and the completed Venue Hire Checklist and Bond Refund Request form has been lodged with Council.

Refunds may take up to 14 days to process, with EFTs refunded on a weekly basis and cheques processed on the 15<sup>th</sup> of each month. A bond can only be refunded to the payee listed on the payment of fees receipt.

## Booking time

When a venue is hired, the booking time requested must allow a sufficient amount of time for set-up, pack-up and venue cleaning. Extra time can be charged to the Hirer at an hourly rate, dependent on the availability of the venue.

The minimum venue hire term is one hour, with the exception of Friday and Saturday evenings where block times are specified.

Please note, in the event that a venue is vacated earlier than the agreed conclusion time, no refunds or time credits will be issued.

## Breaches

Any Hirer found in breach of these terms and conditions, including maintaining the condition of the venue or excessive noise, is liable to be expelled from the venue and the bond forfeited.

## Cancellations and refusal to hire

### Cancellations by Council

Council reserves the right to cancel bookings at any time without liability, however all fees and bond paid to the Council for venue hire will be refunded.

## Cancellations by the Hirer

Penalties may apply for any Hirer who cancels a booking as outlined below:

- More than 30 days prior to the booking – full refund of fees and surcharges\*
- 30 – 14 days – 50% refund of fees and surcharges\*
- Less than 14 days – no refund of fees or surcharges

\*The \$50 tentative hold deposit will not be refunded.

Bonds will be fully refunded.

## Refusal to hire

Council may refuse to hire the venue on reasonable grounds at its own discretion.

## Disorderly or illegal behaviour

Hirers and their guests are required to comply with all current laws, regulations and policies.

No smoking, spitting, obscene or insulting language or disorderly behaviour or damage to property is permitted in Council's venues.

Undertaking this behaviour may warrant expulsion and forfeiture of part or whole of the Hirer's bond.

Any illegal behaviour will result in immediate expulsion, full forfeiture of the bond and all illegal activity will be reported to Victoria Police.

## Electrical stage equipment

Council venues do not include electrical stage or public address systems. Any equipment required must be supplied by the Hirer and must be tagged and tested prior to use in the venue. In the event of special stage equipment being used, Council may require the Hirer to employ an electrician. This will be at the Hirer's expense.

## Hirer's responsibilities

### Cleaning

At the conclusion of an event or function the Hirer is required to:

- Clean and return all chairs and tables to the storeroom or in the position in which they were found
- Remove all decorative material and any broken material, including glass, shall be removed
- Ensure all floors are swept/vacuumed and are scratch free
- Remove any spillages, dirt, rubbish, grease wax or any other substance
- Ensure kitchen surfaces, equipment and appliances, are clean
- Remove all food and waste
- Ensure catering and cleaning staff abide by these terms and conditions

If additional cleaning requirements are identified during the completion of the Venue Hire Checklist or at Council's post-hire inspection, extra cleaning costs will be deducted from the Hirer's bond.

A broom, dustpan, mop and bucket are provided in the venue storeroom. No other cleaning products are provided. It is the responsibility of the Hirer to supply cleaning products and additional cleaning items for the hire period.

### Damage, theft or loss

The Hirer is responsible for the costs of repairing damage to the building, fixtures, fittings and contents (fair wear and tear accepted).

If the cost to repair the venue exceeds the amount of the bond, Council will seek to recover the costs from the Hirer.

Floors, walls, curtains or any other part of the building or any fittings or furniture, must not be broken, scratched or damaged in anyway. Nails and screws may not be used.

No notices, signs, advertisements, scenery, stage property, decorations, electric light installation or fittings of any kind can be erected in the venue, brought into the building or affixed to the walls, doors, fittings or furniture or any other portion of the venue without the prior written consent of Council. If consent is granted the aforementioned must be removed from the venue on the conclusion of the hire period.

Under no circumstances are decorations of any kind to be attached to suspended lighting or ceiling fans. Any damage caused by any decorations will result in the cost of removal and any repairs being deducted from the Hirer's bond.

## Indemnity and insurance

### Indemnity

The Hirer agrees to indemnify and to keep indemnified, 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, in connection with the Hirer's behaviour or purported behaviour of its obligations under the agreement to hire a Council Venue and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss or liability.

### Insurance

The Hirer shall at all times during the hire period be the holder of a current public liability insurance policy in respect of the activities specified for a minimum coverage sum of \$10 million.

Community groups without public liability insurance may purchase public liability insurance with their booking. This is charged per occasion of hire at a rate specified in the Schedule of Fees. This option is not available to Recurrent Hirers who hire

the venue on more than 52 times in a financial year or for commercial businesses.

Individuals who have house and contents insurance and are hiring the venue for a private function may be covered by this policy. Refer to the terms and conditions of your individual policy to confirm.

A copy of a certificate of currency must be provided in order for Council to confirm an applicant's booking.

### Keys

The keys for all venues are to be collected from Council during office hours - no earlier than 24 hours prior to the booking commencement. Keys must be returned within two working days following the function. If keys are not returned, replacement costs will be deducted from the Hirer's bond. This may include the cost of deploying a locksmith.

### Kitchen facilities

The Hirer shall leave the kitchen, including fixtures, appliances and utensils, in a clean and tidy condition. All rubbish, refuse and waste water must also be immediately removed. If this is not done, Council reserves the right to deduct the cost of cleaning and/or rubbish removal from the Hirer's bond or to charge the Hirer for any extra charges incurred.

### Liquor Licence

A Liquor Licence is required if alcohol is being sold or offered as part of an entrance fee.

To confirm what type of Licence is required or to apply for a Licence contact the Victorian Commission for Gambling and Liquor Regulation (VCGLR) visit: [vcglr.vic.gov.au](http://vcglr.vic.gov.au)

The VCGLR recommend applying for a Licence a minimum of eight weeks prior to an event. A copy of the Licence must be provided to Council at least 14 days prior to the function.

The Licensing Inspector located at the Frankston Police Station must be notified no less than seven days prior to the function date.

Any Liquor Licence issued must not extend past the time specified in Table 1.

## Liquor surcharge

A Liquor Surcharge is required to be paid to Council when liquor is to be consumed at a venue, including when supplied at no charge or brought into the venue by guests. This fee is in addition to any Liquor Licences required by law.

## Party Safe - 'High Risk' events

If Council deems a function or event to be a 'high risk function' the Hirer must register the event with the Victoria Police Party Safe Program. This can be done at your local Police Station or online. Visit: [police.vic.gov.au](http://police.vic.gov.au).

Evidence of this registration must be provided to Council a minimum of 14 day prior to the function in order for the booking to be confirmed. Failure to do so will result in the booking being cancelled.

Victoria Police may specify that security guards are to be stationed on site at the Hirer's expense.

## Payment of fees

Venue hire fees are charged in accordance with the Schedule of Fees and must be paid not less than 14 days prior to the use of the venue, unless the application is made within this time, upon which the fees are due immediately.

## Pianos

Only Council provided pianos are permitted in any Council venue unless prior written permission is obtained from Council.

In the instance where pianos are approved for a function or event, their delivery and removal must be supervised by an authorised Council Officer, including any removal from a stage or dias.

## Protection of floors

Hirers (including dance events and caterers) must protect the floors from stains, scratches or other damage by covering the floor with suitable floor coverings approved by Council.

## Recurrent Hirer's criteria

Recurrent Hirers must comply with the following additional criteria:

- Recurrent bookings are for a maximum of 12 months, with all hire periods expiring on 30 December each year.
- Bonds will be retained for the total term of the agreement. If the Hirer intends to apply for a subsequent period, Council may continue to hold the bond if requested.
- Hire fees must be paid in advance of any booking dates being issued.
- Accounts must be paid monthly.
- Any outstanding fees for the year must be paid prior to the next year's booking allocations being confirmed.
- Recurrent Hirers using the venue on more than 52 occasions in a financial year must provide a copy of a current public liability insurance policy with their application to hire (refer to the Indemnity and Insurance section of this document).

## Restricted and prohibited activities

Applicants are advised that the following activities are prohibited:

- Tap dancing or any other activity that has the potential to damage venue flooring
- The addition of hay or straw bales
- The use of confetti in or around the venue
- The application of any substance, including wax
- Jumping castles within a building

Applicants are advised that the following activities have restrictions:



- Spit roasts may be permitted in the kitchens and in some outside areas when used by established caterers and at the discretion of Council
- Smoking is prohibited inside or within 10 metres of any entrance. All butts must be disposed of appropriately
- The display of birds, reptiles or animals must have prior written consent of Council

Hirers risk losing their bond if it is found that they, or any guest, breach any of these requirements.

## Right to access

Any authorised Council Officer and contractor is at all times entitled to free access to any and every part of the venue.

## Storage of equipment

No personal property or property belonging to a Hirer may be stored in a Council venue without the prior written consent of Council.

Any such consent is subject to the Hirer accepting full responsibility for any loss, damage or misuse of the equipment. Council does not accept any responsibility for losses or damage, irrespective of the circumstances.

## Time for events/functions

To allow Council staff to maintain and clean venues, bookings are rarely considered prior to 8am.

For evening functions, the venue must be vacated, with all cleaning completed by the times specified in Table 1.

Hirers are responsible for ensuring noise (including music) does not cause disturbance to the neighbourhood surrounding the venue. At the conclusion of the event or function the Hirer must instruct guests to leave the premises in a quiet, respectful and orderly manner.

**Table 1**

Venue	End of Function	Liquor Licence
Seaford Community Centre	1am	1am
Talbot Hall	12am (midnight)	12am (midnight)
Langwarrin Hall	1am	1am
Bruce Park Hall	12am (midnight)	12am (midnight)
Mechanics Institute	12am (midnight)	11.30pm
Leawarra House	12am (midnight)	12am (midnight)

## Further Information

To make a booking or for further information about hiring a Council venue contact:

Frankston City Council

Phone - 1300 322 322

Email – [info@frankston.vic.gov.au](mailto:info@frankston.vic.gov.au)

## Disputes

*In the event of any dispute or difference arising as to the interpretation of these terms and conditions, or of any matter or thing contained in the document, the decision of Council shall be final.*

## Privacy

*Frankston City Council collects personal information for the purpose of processing your application and ensuring compliance with these terms and conditions. If you do not provide this we may be unable to process your application. If you have any questions or concerns please contact Council's Privacy Officer on 1300 322 322 or [Privacy.Officer@frankston.vic.gov.au](mailto:Privacy.Officer@frankston.vic.gov.au).*

*(Note - T&Cs are correct as at 2 April 2019)*