

Application for Hire / Casual Use of Hired Facility

Macedon Ranges Community Halls Incorporated ABN 52 556 659 971
Malmesbury Town Hall Booking Officer contact details: M: 0408 336 352 E: fourleaf@netspace.net.au



Malmesbury Town Hall

Agreed Hire Cost:

Hall Hire details

Hirer's name: _____
Hirer's address: _____
Contact person: _____
Phone number: _____

Hall hire

Public Liability Insurance /
Casual hire *

Public Liability Insurance
artists/tutors/instructors*

Other: _____

*Hirers of Council facilities are required to have a current Public Liability Insurance policy covering their activities within council's asset. A certificate of currency(COC) / insurance must be attached to this application. If you do not have Public Liability Insurance, a short term policy may (subject to policy limitations) be available for purchase from Macedon Ranges Shire Council. Please tick the appropriate box and send this hire form to risk@mrsc.vic.gov.au for your application to be considered. Please allow a minimum of 7 days for processing. **Please note:** The policy is subject to various terms and conditions. It does not protect the hirer from any claims arising from, contributed by or in connection with: Animal rides; amusement rides and/or devices of any description; inflatable recreational equipment (eg. a jumping castle), events organised for profit.

Hire date(s) & times	Reason for hire/ description of activities

Signatures

Hirer's name (please print): _____

Hirer's signature: _____ Date: _____

Hirer's of Malmesbury Town Hall are required to pay an upfront bond of _____. The bond will be returned within () days upon the hall being left in a clean and undamaged state, and in accordance with the terms and conditions in this hire agreement.

BOND RETURN INFORMATION

YOU'RE BANKING DETAILS

Account Name:

Bank:

Bank BSB:

Account number

BANKING DETAILS

Account: Malmesbury Hall Committee of Management.

Bank: Bendigo Bank

Bank BSB: 633-000

Account No: 146057872

Reference: Event Name

TERMS AND CONDITIONS OF HIRE/CASUAL USE:

1. The Committee is charged by the Council with the management and control of the facility and entitled to enter into this Agreement for the hiring of the premises to the hirer.
2. The person or persons by whom the application form is signed shall be considered the hirer. Their liability under this Agreement shall be joint and several.
3. All charges in relation to hire must be paid in full by the due date unless the Committee has approved suitable arrangements.
4. The Council reserves the right to approve the use of the facilities and/or ground by other persons at any time not specified in this application at any time when the facilities/ground is not required for use by hirer. The Council may require the hirer to make available any building or facility on the ground to another hirer where such building or facility is not the property of the hirer. The Council reserves the right to cancel the hirer's use of a recreation ground on a date shown in this application in the event of the ground being required for an extraordinary function or extraordinary use. (Including to perform council's emergency management response, relief or recovery responsibilities). The Council reserves the right to close a ground for use, or redirect users to an alternate ground where in the opinion of Council's Works Manager, conditions render the ground unsuitable for use.
5. The hirer shall not sub-let the premises or any part thereof nor sell nor offer for sale, assign, mortgage, pledge, underlet, deal with or move from the premises, any equipment or any part thereof or any interest therein, or any interest in this agreement and will not create or allow to be created any lien upon the equipment and will protect the equipment against distress, execution or seizure.
6. The Committee and/or Council is permitting the premises/grounds to be used for the activities/use outlined in this application only. The hirer shall not use the premises or grounds for any other activity/use without written permission from the Committee or Council.
7. Neither the Committee or Council shall not be responsible for any loss of or damage to any property arising out the hiring from any cause whatsoever or for any loss due to the breakdown of machinery, failure of supply of electricity leakage of water, fire, governmental restriction or any other matter beyond the reasonable control of the Committee or Council which may cause the premises to be temporarily closed or the hiring to be cancelled.
8. The right of entry to the premises is reserved to every other agent or agents of the Council, Committee, and any police officer at any time during the term.

The hirer agrees to indemnify and to keep indemnified, the Council and the Committee, 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 performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the hirer.

9. The hirer agrees at all times during the allocated period of hire to be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with its hire of the premises, in the name of the hirer providing coverage for an amount of at least \$20million per claim.
10. The hirer is responsible for obtaining the appropriate insurance to cover all equipment owned by the hirers. Hirers are advised to take precautions to ensure that equipment is stored safely. Council/Committee will not take any responsibility for equipment owned by the hirer.

11. The hirer is responsible for ensuring that the electrical equipment they use is in good order and fit for purpose. Council recommend electrical equipment be used if “tested and Tagged” within 12 months.
12. Hirers are responsible for the cleaning of spills, and/or any other hazards which may arise during the course of the hiring period. Hirers shall ensure that equipment is stored away, floors are swept/vacuumed and the toilets are inspected prior to leaving the premises after each use. Lights and hot water turned off and all doors locked. Refrigerators left as they were found.
13. If the hirer intends to allow the **sale** of any alcoholic beverage the hirer shall obtain an appropriate license from the Liquor Control Commission and shall, not less than one week before the commencement of the term, show a copy of the license to the Committee.

The Committee reserves the right to terminate this Agreement for hire immediately in the event that an appropriate license is not produced within the time stipulated.

No smoking is permitted upon or within 4 metres of any entry to premises
 No bolts, nails, screws, pins etc. shall be driven into any part of the premises
 No animals, inflatable devices are allowed in the facility without written permission.

14. The hirer upon the conclusion of the term must leave the premises clean and in the same condition as at the commencement of hiring the premises, subject to fair wear and tear, unless otherwise agreed in writing by the Committee or Council. The premises must be appropriately secured by the hirer at the conclusion of the term of the agreement.
15. The approval to the hirer is subject to the approval from the Committee. The applicant is responsible for contacting the Committee who must be notified and agree to all conditions of use. Please indicate the Committee and person contacted. If you are unsure of the Committee or contact person, please phone the Council.
16. All Council facilities will be closed on Catastrophic days when issued by Country Fire Authority. A crisis such as a bushfire may cause the hirer to postpone or cancel their visit. For example, if a Catastrophic fire danger rating is issued in the area in which your business is located is not safe to enter. For more information, see Total fire bans and ratings on the Country Fire Authority (CFA) website.
17. The Victorian Government Child Safe Standards applies to all employees and volunteers of Council and seeks compliance with the Child Safe Standards by contractors, council funded organisations and users of council facilities. Therefore any community group using or leasing a council owned or managed facility such as Malmsbury Town Hall herewith agrees to comply with the child safe standards

ADDITIONAL INFORMATION REGARDING MALMSBURY TOWN HALL

Once completed please return either via email to: fourleaf@netspace.net.au

Or via post to:

PO Box 135, Malmsbury, VIC, 3446

Hire Fees

Hire Fees:

All day (9am to midnight)

Main Hall/Supper Room/Kitchen	\$500
Supper Room/Kitchen	\$200
Bond	\$300

Half day (4 hours)

Main Hall/Supper Room/Kitchen	\$250
Supper Room/Kitchen	\$100

Bond	\$150
Hourly Rate (2 hrs Minimum hire)	
Main/Hall/Supper Room/Kitchen	\$50
Supper Room/Kitchen	\$40
Bond	\$100
Kitchen Only – per hour	\$35
Public Liability Insurance	\$20
Cleaning Surcharge	\$200

Keys access:

Hirer will be provided with a temporary code to access and return key to security box at the entrance way to the town hall.

I hereby agree to all the terms and conditions in this hire agreement. Yes No

I _____ of _____ hereby make application for use of Malmsbury Town Hall for the dates and times specified and acknowledge having received and read the Terms and Conditions of hire and undertake to be bound by and comply with the Terms and Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the ground in association with this application comply with the terms and conditions.

Signature of Applicant _____ Date _____

DECLARATION: Macedon Ranges Shire Council collects personal information to provide a variety of community services. The information collected in this form is used only for the purposes contemplated by the form (primary purpose) and is not passed onto third parties. In some instances, however, disclosure is required by law or is necessary for the protection of persons or property. Where this occurs, Council will take every reasonable step to ensure your privacy is protected in accordance with the Information Privacy Act 2000 (Vic). Should you need to change or access your personal details or require further information about Council's Privacy Policy please contact customer service on 5422 0333.