



Bellarine Bayside Venue Hire

Conditions of Hire

1. Application for use

Application for use shall be:

- a) made on the Venue Hire Form supplied by Bellarine Bayside
- b) signed by the Hirer or their authorized representative
- c) lodged with Bellarine Bayside at least seven (7) days prior to the date of hire

2. Bookings

Bookings are considered tentative until a completed application form and, if requested by Bellarine Bayside, a deposit, have been received by Bellarine Bayside. A Hirer should not consider that the facility is booked unless the booking is confirmed by Bellarine Bayside.

3. Breaches

Bellarine Bayside reserves the right to expel any patron or terminate the function due to any breach of condition of hire and/or misconduct by patrons.

4. Cancellations

Cancellations must be advised as soon as possible, but at least forty-eight (48) hours prior to the time of usage, otherwise an administration fee may be levied against the Hirer.

5. Charges

Hire charges and fees will be determined by Bellarine Bayside and may at the discretion of Bellarine Bayside vary from time to time.

A security bond may be requested. Both the bond and the full hire fee must be paid prior to or at time of key pickup. 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 within fourteen (14) days after the function, provided the Hirer has complied with all aspects of the conditions of hire.

The cost of any repairs or extra cleaning required as a result of the function will be deducted from the bond. Should the cost of repairing damage to the property exceed the bond, Bellarine Bayside will recover the cost of repairs (including cleaning) from the Hirer and the Hirer agrees to pay this cost. An account for additional costs will be forwarded within fourteen (14) days after the function.

6. Claims and Liability

Bellarine Bayside is not liable for loss, damage or destruction of a Hirer's or a visitor's property, unless due to Bellarine Bayside's negligence and then only to the extent of that negligence.

The Hirer agrees (jointly and separately where comprised of more than one person) to indemnify the Crown and Bellarine Bayside in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Hirer or any associated party consequential to the use or occupation of the facility.

Neither Bellarine Bayside nor its servants or agents shall be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation entrusted to or supplying any article to the Hirer by reason of any such articles or thing being lost, damaged or stolen. The Hirer hereby indemnifies Bellarine Bayside against any claim by any such person, firm or corporation.

7. Compliance with Regulations

The hirer shall comply in every respect with Regulations under the Health Acts, with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building. Any person causing an offence against such Regulations shall be removed from the building.

The Hirer shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, Liquor Licensing Regulations and appropriate Work Cover Legislation, if and when applicable and any Regulations therein contained, and shall be liable for any breaches of such Acts or Regulations.

8. Conditions of Hire

Hirers are advised that these conditions of hire may be altered or extended by Bellarine Bayside at any time without notice.

9. Decorations

The use of confetti, rice, streamers or similar articles of decoration or amusement are prohibited.

The floors, walls, curtains, or any part of the building or any fittings or furniture, shall not be broken, pierced by nails, pins or screws or in any other way damaged, and no notice, sign, advertisement, decoration or scenery or fittings of any kind shall be erected in the building or its forecourt, or attached to or affixed to the walls, doors or any such portion of the building, fittings or furniture without prior consent of Bellarine Bayside.

All decorations must be removed at the end of the function. If they are not, any costs associated with removal will be deducted from the security bond.

10. Departure time

The Hirer shall end all meetings or functions not later than the agreed time. All decoration, litter or property belonging to the Hirer must be removed by that time. Failure to comply with this section may result in additional hire charges being made against the Hirer.

11. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Chief Executive Officer of Bellarine Bayside shall be final and conclusive.

12. Electrical Equipment

Permission to use any electrical equipment other than that supplied with the Facility must be requested with the application to hire the Facility.

Any electrical installation permitted must be made by a qualified electrician approved by Bellarine Bayside, and paid for by the Hirer.

13. Emergency Contact

After hours emergency contact can be made by phoning Bellarine Baysides' Duty Ranger on 5259 3311.

There will be a fifty dollar (\$50.00) fee for call outs where keys have not been picked up from Portarlington Seaside Resort reception during office hours.

14. Emergency Exits

All emergency exit doorways and passage ways must be kept clear at all times.

15. Free Access

Bellarine Bayside Officers shall at all times, notwithstanding any hirings, be entitled to free access to any and every part of the building.

16. Good Order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and in the approaches thereto throughout the whole duration of the hiring.

All furniture and equipment should be kept in good working order. Any damage to the building, furniture or equipment shall be reported to Bellarine Bayside. The Hirer may be held responsible for repairing / replacing any damage to the building, furniture or equipment.

No drink carriers or devices which may damage the floor may be used in the Facility. Hirers of the Facility must take care to avoid any spillage, in the event that spillage occurs, the Hirer is responsible for cleaning the area in question

The Hirer shall leave the Facility, including toilets, kitchen areas and approaches in a clean and tidy state and shall report to Bellarine Bayside any damage which may occur.

Furniture and equipment must be left in the position as found prior to the hiring or as arranged with Bellarine Bayside.

The Hirer will promptly report to Bellarine Bayside any damage to, malfunction of or the likelihood of danger in any of Bellarine Bayside's facilities.

17. Hirer's responsibilities

All Bellarine Bayside facilities are let "as is". It is the Hirer's responsibility to ascertain the suitability of the facility for the proposed function or use.

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
- d) maintain the premises in a clean and safe condition for the duration of the term of hire
- e) supervise all people at the facility at all times

18. Insurance

Applicants to hire a Bellarine Bayside managed facility must either:

- a) Provide evidence they have current Public Liability Insurance cover for not less than ten million dollars (\$10M), for Death or Personal Injury, Loss or Damage to Property. A Certificate of Currency of the applicant's policy stating the level of cover and any exclusion clauses must be provided to Bellarine Bayside as part of their application to hire
- OR** b) Pay a premium in addition to the hire charge to Bellarine Bayside for Public Liability Insurance cover for ten million dollars (\$10M), for Death or Personal Injury, Loss or Damage to Property, occurring during the period of insurance. The appropriate premium will be advised on application. The Hirer (the insured) shall bear the first two hundred and fifty dollars (\$250.00)

of each and every claim or series of claims arising out of any one occurrence. The policy specifically excludes cover for carnivals and festivals; major sporting events; sports carnivals; music concerts (rock/pop concerts); rave/dance parties; amusement devices and amusement rides; and fireworks displays. (Details of Policy wording may be obtained from Bellarine Bayside on request).

All accidents and/or incidents which may result in a claim being made under this insurance policy, must be reported to Bellarine Bayside's Financial Officer within two (2) days of the incident.

19. Key Collection

One set of keys will be available for collection from Portarlington Seaside Resort reception during office hours. The Hirer is responsible for the collection and return of these keys. Caterers will not be given additional keys. It is the Hirer's responsibility to co-ordinate caterer's access time.

20. Management of Facility

The Hirer and persons under their direction shall obey all directions or orders given by Bellarine Bayside staff as to the management of the Facility and functions being conducted therein.

21. Noise

If in the opinion of Bellarine Bayside the Hirer allows excessive noise to be emitted from electrically amplified musical equipment, Bellarine Bayside may retain any security bond and may refuse any future application to use the facility by the Hirer. Excessive noise is any noise which in the opinion of an Officer of Bellarine Bayside or a Police Officer is excessive.

22. Non-smoking provisions

Bellarine Bayside facilities are smoke free areas, and accordingly smoking by patrons is not permitted inside the buildings.

23. Permission to use Facility

It shall be at the discretion of Bellarine Bayside to refuse to let the Facility.

Notwithstanding that a booking may have been made and that these conditions have been agreed to and signed and the hiring and other charges paid, Bellarine Bayside shall, if it sees fit, cancel any such booking and direct return of all money paid. The Hirer agrees in such cases to accept the same, and to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

24. Restrictions

The Facility shall not in any way be "sub-let" or allowed to be used by any user other than the organization named on the application form, except with the approval in writing of Bellarine Bayside.

25. Security Services

Bellarine Bayside reserves the right to request external security for functions. The Hirer shall, when so directed by Bellarine Bayside arrange for Police attendance and shall be responsible for all expenses in connection with such attendance.

26. Setting up/pack up

The Hirer has the responsibility for setting up and clearing away all equipment to its original location. Setting up time must be stated on the application form and all packing up should be completed immediately on termination of function.

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