

# Jindivick Hall

Jindivick Mechanics Institute



## Terms & Conditions of Use

### DEFINITIONS

The following definitions shall apply:

- “Hall Committee” Jindivick Mechanics Institute Committee of Management
- “Booking Officer” the person or delegate responsible for managing bookings on behalf of the Jindivick Mechanics Institute Committee of Management
- “Hirer” is the applicant.

### APPLICATION FOR USE

Application for use of the facility shall be made to the Booking Officer online form. Where the 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.

The Terms & Conditions of Use will need to be signed by the applicant when the keys are picked up from the Jindivick Café.

### AREA BOOKED

The hirer is only entitled to use the area of the facility stipulated and paid for.

### BOOKING TIME

When an application to hire is made the booking time requested must allow for and include setting up time as well as time after the function for cleaning of the facility. The hirer shall vacate the premises punctually at the time specified.

### CONFIRMATION OF BOOKING

Bookings will not be confirmed until the online application form is completed. Once the booking has been accepted by the booking officer, a deposit of 50% of the booking fee may be required to secure the booking.

### BOND

If a security bond is required, the applicant will be informed by the booking officer once the booking has been confirmed.

The bond is held in trust as a guarantee of compliance with the Conditions of Use and is security against damage to the facility, fittings or furniture and for any additional cleaning caused by the

user or any catering staff, etc. Should the conditions not be complied with, the bond or part thereof will be forfeited and become the property of the Hall Committee as liquidated damages.

The security bond will be released only after the facility has been inspected and the keys returned. The refund will be processed by EFT within ten (10) days of the booking date.

## **BREACHES**

Any person committing a breach of any one or more of the *Terms & Conditions of Use* relating to the facility or excessive noise will be asked to vacate the facility.

## **CANCELLATION OF BOOKINGS**

BY HALL COMMITTEE: The Hall Committee reserves the right to cancel any booking and accepts no liability whatsoever. However, should it be necessary for the Hall Committee to cancel any booking, all hire fees paid to the committee will be refunded.

BY THE HIRER: Should any hirer desire to cancel a booking, the Hall Committee will not be liable to refund the hire fees paid unless the Booking Officer is notified at least thirty (30) days prior to the booking date.

## **CLEANING AND USER'S RESPONSIBILITIES**

A broom, dustpan, mop & bucket are provided and located by the door next to the stage.

All cleaning and rubbish removal must be carried out immediately after the close of the function and before the end of the allocated booking time. Failure to undertake these tasks leads to disruption of other hirers and to cleaning schedules. Non-compliance with this condition will incur the cost of additional cleaning.

The hirer is required to replace, in a clean condition, all chairs and tables to be returned to the position in which they were found.

## **DAMAGE AND THE USER'S RESPONSIBILITY**

The hirer shall be responsible for the costs of repairing all damage to the facility, fixtures, fittings and contents (fair wear and tear accepted) incurred during the use of the facility.

No pins, nails or stick tape to be used on walls or floors for decoration purposes without prior consent of the Booking Officer. If consent is granted, these together with any catering appliances or fittings, shall be removed from the facility on termination of the hall use.

If the hirer neglects or refuses to repair damage for which they are held responsible, the Hall Committee will make the necessary repairs and request reimbursement from the hirer.

## **DISPUTES**

In the event of any dispute or difference arising as to the interpretation of these Terms & Conditions, the decision of the Booking Officer shall be final and conclusive.

## **ELECTRICAL EQUIPMENT**

The facility does have a public-address system and it is available for an additional fee. All electrical equipment that the hirer uses will be used at their own risk.

## **FEES**

Payment made by EFT is preferred. Payment can also be made by cheque, cash and money order. Payment is required at least two weeks prior to the booking date.

## **FIRES**

There shall be no open fires lit in the supper room and in the hall grounds at any time.

## **FOOD AND FOOD HANDLING**

Caterers preparing food for sale must be registered and comply with the Food Act 1984 and conditions of their food safety program. Further information can be sourced from Baw Baw Shire Council's Public Health team on 5624 2411.

Any food must be supplied or prepared in an appropriate manner.

Hirers must place all waste materials in the receptacles (where provided) and leave the kitchen area thoroughly clean.

## **FREE ACCESS**

All authorised Council officers, cleaning and/or the members of the Hall Committee shall at all times, be entitled to free access to any and every part of the facility at any time. Such access if required will not be unreasonably withheld.

## **INSURANCE**

Casual hirers of the facility shall not neglect to do, or permit to be done or left undone, anything which will affect the Hall Committee insurance policy or policies relative to public risk in connection with the building. The hirer hereby agrees to indemnify the Hall Committee to the extent that such policies are affected through any such act of commission or omission.

Casual hirers of the facility should consider taking out their own public and products liability insurance to protect them from litigation from a third party. As the organiser of a single one-off community or family event, Public & Products Liability Insurance will protect the hirer against claims for personal injury or property damage against the hirer by members of the public who attend the event.

Single event insurance can be obtained through reputable insurance companies. Local Community Insurance Services (a division of Jardine Lloyd Thompson Pty Limited) provides insurance for this purpose and can be obtained on their website at

<https://www.localcommunityinsurance.com.au/insurance/event/public-liability.aspx>.

## **KEYS**

The keys for the facility are to be collected from the Jindivick Cafe 1055 Jacksons Track, Jindivick VIC 3818, during the café's business hours on the day of hire. Keys must be returned on the last day of hire. When leaving the hall, it must be locked.

If keys are not returned, replacement costs will be deducted from the bond.

## **LIQUOR PERMIT**

A Liquor Permit is required if alcohol is either being sold or offered as part of an entrance fee. An application for a permit must be lodged with the Victorian Commission for Gambling and Liquor Regulation at <https://www.vcglr.vic.gov.au/>.

This is the responsibility of the hirer.

## **OBSTRUCTIONS**

The hirer shall comply in every respect with the building regulations under the building legislation with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any other part of the facility. Any person causing an offence against such regulations shall be asked to leave the facility.

## **PARKING**

Street parking is available along Jacksons Track. For function purposes, vehicle access to doorways is permitted to unload equipment and supplies. However, long term obstruction of these doorways and parking on the reserve or park grounds is not permitted.

## **SECURITY AND POLICE ATTENDANCE**

The Hall Committee reserves the right to request licensed security personnel to attend an event at the hirer's expense. The hirer shall, when directed by a Hall Committee representative, arrange for police to be in attendance.

## **REFUSAL TO LET**

It shall be at the discretion of the Booking Officer to refuse to hire the hall or meeting rooms, and notwithstanding that the hall or meeting rooms may have been already let or that these conditions may have been accepted and signed and the rent and deposit paid. The Booking Officer shall have full power, if he/she sees fit to cancel such letting and direct the return of the rent and deposit so paid. The hirer hereby agrees in such case to accept same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

## **SEATING CAPACITY**

Hirers must supply any extra tables or seating required as long as the number of people at the facility does not exceed the maximum capacity of 300.

## **SMOKING**

Smoking is banned inside the hall and covered areas. Hirers risk losing their security bond if it is found that they or any member of their party have been smoking within the hall or meeting rooms.

## **STORAGE OF EQUIPMENT/THEFT**

No personal property or property belonging to a hirer may be left in the facility without the prior approval of the Booking Officer.

Any such approval is subject to the individual/club accepting full responsibility for the loss, damage or misuse of the equipment. Under no circumstances will the Hall Committee accept any responsibility for such losses, irrespective of the circumstances.

No permanent storage of any item is permitted.