

## Edendale Conditions of Hire Agreement

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| <b>1. Application</b>                  | 1.1 Each application for the use of Edendale must be made to the <i>Edendale Coordinator</i> upon the <i>Edendale Event Application Form</i> in full and shall contain the applicants undertaking to comply with these conditions by returning a completed Edendale Event Application form.   |
| <b>2. Authority</b>                    | 2.1 Wherever appearing in these conditions the context so admits the expression of the <i>Edendale Coordinator</i> shall be deemed to include any other <i>Officer</i> of the Council acting with the authority of the CEO expressly or implied.  |
| <b>3. Fees and Charges</b>             | 3.1 The Council reserves the right to increase charges of hire at any time, and any Hirer who has booked will be duly notified in writing.<br><br>3.2 The <i>Edendale Coordinator</i> will provide a quotation for the event following the receipt of the completed <i>Edendale Event Application Form</i> including a security bond or deposit as outlined below in 4.1.   |
| <b>4. Security bond and/or Deposit</b> | 4.1 A security bond and/or deposit may be required for a booking and must be paid within 14 days of confirmation of a booking. The bond and/or deposit is a guarantee of fulfilment of these conditions and is a security for said amount against damage to the buildings, fittings and furniture contained therein, and for any abnormal cleaning resulting from hiring.<br><br>4.2 Bookings are only confirmed when the bond and/or deposit is received. Failure to pay the prescribed bond and/or deposit may result in the cancellation of the booking.<br><br>4.3 If there is no breach of the Conditions of Hire for damage or abnormal cleaning, the bond will be returned within three weeks. |
| <b>5. Hiring Payment</b>               | 5.1 <b>Casual</b> hire payment must be paid in full one week prior to hire.<br><br>5.2 <b>Permanent</b> hire payments must be paid one month in advance and thereafter will be invoiced at the end of the month.<br><br>5.3 If payment is not received as requested, the Hirer's booking immediately lapses without any requirement to notify the Hirer.<br><br>5.4 Management reserves the right to increase charges of hire at any time, and any Hirer who has booked will be duly notified in writing.   |
| <b>6. Method of Payment</b>            | 6.1 Payment in person can be made by eftpos / credit card / cash / cheque at Edendale Community and Environment Farm, 30 Gastons Road, Eltham for cheque or credit card only.<br><br>6.2 Payment can be made via invoice upon request.  |

## 7. Site Plans

7.1 Site plans are required one week prior your event. Once received, no major changes can take place.

## 8. Cancellation

8.1 Nillumbik Shire Council shall not be held liable for any interference or disruption to a booking which is caused by some civil disturbance, industrial action, Act of God, or circumstances which are beyond the control of Council.

8.2 The hiring shall be subject to cancellation by the Council, with or without notice in the event of any national, local or other emergencies, or on Code Red or Extreme Fire Danger Rating days.

8.3 **Casual** bookings, the bond or invoiced hire fee, whichever is relevant, will be forfeited unless the facility is re-let. If the facility is re-let, a fee of \$55.00 will be retained to cover administration costs.

8.4 Nillumbik Shire Council may cancel the booking by written notice to the Hirer any time before the date of hire if:

- The event, goods or services proposed to be held or provided by the Hirer is objectionable, dangerous, infringes any copyright or other intellectual property rights;
- The hire fees and/or bond have not been paid;
- The Hirer has not provided evidence of adequate Public Liability Insurance coverage.

8.5 **Permanent** bookings, one month's notice is required for cancellation of a permanent booking. Council reserves the right to charge for one month's hire if this is not adhered to.

8.6 If cancelling individual session/s, two weeks written notice is required or sessions will be charged as normal.

## 9. Refusal to Let

9.1 The *Edendale Coordinator* may refuse to hire the facility at their discretion, notwithstanding that the application, deposit and/or hire fee has been paid. If the booking is cancelled it will be at the discretion of the *Edendale Coordinator* as to whether monies paid will be returned to the Hirer who hereby agrees in that case to accept the same, and to be held to have consented to such cancellation and to have no claim at law on inequity for loss or damage in consequences thereof.

## 10. Attendance

10.1 The Hirer or properly nominated representative shall be required to be present during the entire event or activity. All children at the facility must be under adult supervision at all times.

10.2 It is the responsibility of the Hirer to ensure the behaviour of all persons upon arrival, during and at departure does not cause disturbance or distress to others.

- 10.3 **Good Order:** the Hirer shall be responsible for observing these conditions and for the maintenance and preservation of good order in the facility throughout the whole duration of the period of use.
- 11. Access /  
Departure**
- 11.1 The Hirer must adhere to start and finish times as stated on the Application to Hire Form, or by agreement with the *Edendale Coordinator*.
- 11.2 The Hirer must ensure that event guests leave the facility and car park without excessive noise.
- 11.3 No alcohol is to be sold or consumed outside any hired area.
- 11.4 Non-compliance with the conditions will result in the forfeit of the bond and extra charges may apply.
- 11.5 **Events and Functions**
- Events can run between the hours of 10am to 10pm. All participants must be off site by 11pm. The event can run for a maximum of 10 hours.
- For evening events, Edendale is to be cleaned and vacated by the Hirer no later than 12am, or by agreement with the *Edendale Coordinator*.
- 11.6 Unless otherwise agreed with the *Edendale Coordinator*, there is a two hour setup time, and two hours to remove all items brought into the facility.
- 11.7 Set-up and pack up times for caterers, stall holders, bands and DJs are required to bump in and out within the allocated times.
- 11.8 Equipment and decorations brought into the facility are to be removed after use. Storage of equipment will not be permitted unless previously arranged with the *Edendale Coordinator*.
- 11.9 Unless previously arranged with the *Edendale Coordinator*, access is not available the following day.
- 11.10 The gate at the lower level of the carpark will be closed shortly after the completion of the booking. Vehicles will need to be removed from site to avoid being locked in.
- 11.11 No balloons, streamers, confetti or rice are allowed on the premises or grounds.
- 11.12 No structures including marquees are permitted to be pegged into the ground. All structures must be weighed down by weights.
- 11.13 **Funerals** must commence by 11am with guests departed by 3pm.

- 12.Sub-Letting** 12.1 No portion of the facility hired shall be sub-let, transferred or assigned without the written consent of the *Edendale Coordinator*.
- 13.Insurance** 13.1 The Hirer shall not do or neglect to do, or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relating to fire, OHS issues or public risk in connection with the facility. Therefore, the Hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.
- 13.2 **Public Liability Insurance.** Hirers of public facilities are required by law to have public liability insurance for a minimum of \$10,000,000 indemnity. A copy of the current Certificate of Currency must be provided to the Edendale Coordinator one week prior to the event and will be kept on file.
- 13.3 Public liability insurance can be arranged through Council when booking is made for a fee of \$22.00 per hire. Conditions apply. This is not available for commercial business.
- 14.Safety Regulations** 14.1 Hirers must take note of all exits, fire extinguishers and emergency numbers provided so they are fully informed in the event of an emergency. Hirers must establish an emergency procedure. **Council's after hours telephone number is 9483 8895** for emergencies only.
- Fire extinguishers are not to be relocated or covered.
  - No open flames are to be used in the facility.
  - Exit signs are NOT to be covered.
- 14.2 **Obstructions** The Hirer shall comply in every respect with regulations under the Environmental Health Act and Building Regulations 1994 with regard to Public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of a building. Any person causing an offence against such regulations shall be removed from the building.
- 14.3 **Incident / Accident:** Hirers of facilities are to report any incident/accident to the *Edendale Coordinator* or *Officer* on call within twenty four hours of the incident occurring.
- 15.Damage** 15.1 The walls, floors, curtains, blinds, trees, buildings or fences must not be pierced or marked by nails, pins, screws or equipment. Any materials used to fix decorations should not damage surfaces or paint. Do not tie decorations to ceiling fans.
- 15.2 The hirer shall be liable to meet the full cost of any damage.
- 16.Cleaning** 16.1 The hirer is responsible to leave the facility and grounds in a clean and tidy manner.

- 16.2 All waste must be appropriately disposed of. Edendale is committed to sustainability and Hirer's must ensure that waste is minimised and where possible recycled.
- 17.Theft**
- 17.1 Neither the Council nor its officers shall be liable for any loss or damage sustained by the Hirer or any person, or business entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies the Council against any claim by any such person or business in respect of such article or thing.
- 18.Liquor**
- 18.1 If intoxicating liquor is to be brought into or consumed in the facility the following will apply:
- If liquor is to be sold on the premises, a liquor licence will be required. It is the responsibility of the Hirer to obtain a Temporary Liquor Licence and submit this to the *Edendale Coordinator* or appointed *Officer*, one week prior the function/event.
  - When liquor is BYO and not for sale, no liquor licence is required.
  - It is illegal for a person under the age of 18 years to be found in possession of, or drinking alcohol in a public facility or surrounding grounds.
  - All people serving alcohol must have a Responsible Serving of Alcohol (RSA).
- 19.Food Safety**
- 19.1 Please ensure that any food caterers that are serving/preparing food consumed by the guests at any public event are currently registered within the Council that they reside in. This is to ensure that the business has been regularly assessed as a part of their legislative requirement under the Food Act 1984.
- 19.2 If you are selling food you need to contact *Council's Environment Health Services* on 9433 3340.
- 20.Smoking**
- 20.1 All Council properties are designated "Smoke Free Environments". Therefore, no smoking is allowed in the facility or its grounds or within 10 meters of the children's play area.
- 21.Party Safe**
- 21.1 Council requires that all events or celebrations be registered with the local police to protect against uninvited guests. Please advise our office with a copy or number of the "Party Safe Registration Form" for the files.
- 22.Subject to Entertainment**
- 22.1 The Hirer shall, at the discretion of the *Edendale Coordinator*, supply a fully detailed written program showing precisely what is to be conducted at the facility.
- 23.Acts and Regulations**
- 23.1 The Hirer shall conform to the requirements of the Health Act, Local Government Act, or any Regulations made thereunder, and shall be liable for any breach of such Acts or Regulations and all other statutory

rules. The Hirer and notices given to the proper Officer must comply with provisions or regulations of the Commonwealth of Australia or State of Victoria for the time being in force. Copies of all Acts, Laws and Regulations are available at Council if required.

- 24. Signage**                      24.1    Hirers agree they have been advised they **cannot** advertise their event by erecting signs in the Shire of Nillumbik, except for local community and not-for-profit groups who have successfully applied for permission to use the designated temporary sign locations specified on the *Nillumbik Shire Council* website [www.nillumbik.vic.gov.au](http://www.nillumbik.vic.gov.au). Hirers erecting signs illegally may be prosecuted.
- 25. Auxiliary Power**                      25.1    In the event of any power restrictions being imposed by statutory bodies the Hirer at his own expense, may make arrangements for temporary supply, subject to the approval of the *Edendale Coordinator* of the type and placing of the temporary installation.
- 26. Privacy Notification**                      26.1    Council is collecting the personal information requested on this form for facility hire purposes only. By providing this information you understand and accept that the information will be used solely for this purpose and you may apply to Council for access or amendment to this information at any time.
- 27. Disputes**                      27.1    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 *Edendale Coordinator* therefore shall be final and conclusive.

### Declaration

I have read and agree to adhere to the Edendale Conditions of Hire and to all the requirements specified by Edendale. All details provided are accurate and true and this event will be organised and managed as I have described unless advised otherwise by the Edendale.

**Print your full name:** \_\_\_\_\_

**On behalf of (organisation):** \_\_\_\_\_

**Date:**        \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Signature:** \_\_\_\_\_