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## BUNDY HALL HIRE

### TERMS AND CONDITIONS

In these conditions of hire, "Bundy Hall Committee" means Bundalaguah Myrtlebank Public Hall Inc, and the "Hall" means the Bundalaguah Myrtlebank Public Hall kitchen and associated facilities unless the context indicates otherwise.

#### 1. APPLICATION FOR HALL HIRE

Each application for use must be made on the required application form, signed by the applicant, stating the purpose and hours required, and containing the applicant's undertaking to comply with these conditions of hire. Where application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation or body and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant. The person making application on behalf of the organisation or body will then be liable to ensure compliance with these conditions of hire.

##### 1.1 HIRE CONDITIONS

- 1.1.1 *Tentative Bookings* - Tentative bookings will be held **for up to 14 days**. A booking will be confirmed only upon receipt of a completed application form, evidence of any necessary insurance and credit card details within this period and the issuing by Bundy Hall Committee of a confirmation email. If the booking is not confirmed, the tentative booking may be cancelled by Bundy Hall Committee without notice.
- 1.1.2 *Full Hire Fee* - The full hire fee as determined by Bundy Hall Committee shall be paid to Bundy Hall Committee **within 5 working days prior to the Function**. Bundy Hall Committee may, from time to time, fix, review and alter the charges to be levied for the hire of the Hall. The fee will be that which applies at the date of the Function, notwithstanding that the charge may have altered since the date on which the booking was made. If the full amount is not paid within 5 working days prior to the event, the booking will be automatically cancelled.
- 1.1.3 **Credit Card** – Valid Credit Card details must be provided for all bookings of the Hall. The Credit Card will be used as a guarantee for the fulfilment of these conditions of hire and will be used as security against damage to the furnishings fittings walls floors equipment or the building itself. The Credit Card will also cover cleaning expenses if the Bundy Hall Committee needs to engage cleaners after the Function and/or cover the cost of a lost key to the Hall which shall be charged at \$300.00. Should the cost of cleaning damage or replacement of a key be higher than the credit limit of the Credit Card the hirer agrees to pay the Hall Committee the full amount.

The Hall Committee reserves the right to charge a special bond for a high risk function.

- 1.1.4 *Kitchen* – A hirer using the kitchen must comply with all legal requirements, including (but not limited to) the *Health Act* 1958 and the *Food Act* 1982.
- 1.1.5 *Cancellation by Hirer* - The hirer may cancel a booking. Where the booking is cancelled less than 7 days prior to the Function Bundy Hall Committee may at its discretion retain any part of the hire fee paid and/or debit the Credit Card for 50% of

the hire fee. Where notification of cancellation is received 7 days or more prior to the Function then the hire fee will be refunded in full.

- 1.1.6 *Cancellation by Bundy Hall Committee* – Bundy Hall Committee may cancel any booking when the Hall is required for any Bundy Hall Committee functions, Municipal, State or Federal elections or due to a national or regional emergency even when these conditions of hire may have been accepted and signed and the hire fee paid. It is a condition of hire that the hirer agrees to accept the Bundy Hall Committee's right to cancel any booking and the hirer will 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 of such cancellation. Any refund shall be at the sole discretion of the Bundy Hall Committee, whose decision shall be final.
- 1.1.7 *Hire Times* – The times booked must include set up time, caterer's time and last person out. Doors will only be opened and will be closed at the times stated and paid for. Any use of the Hall after the engaged time will be charged for the use at the appropriate commercial rate. Such charges may be debited to the Credit Card or, if it has insufficient credit limit, the additional charges must be paid by the hirer to the Bundy Hall Committee within 7 days of the issue of an invoice.
- 1.1.8 *Combined facilities* - Where combined facilities such as hall / kitchen / other facilities are originally booked, but subsequently one is not required, no reduction in hiring charges will be made, and the hirer must pay the full hire fee.
- 1.1.9 *Additional Equipment* – Hirers must provide on the application form details of any additional equipment which they are intending to bring into the Hall for the Function, including any public address systems and stage lights.
- 1.1.10 *Persons Requiring Access* – Hirers must provide on the application form details of any persons who, or bodies which, require access to the Hall, including musicians, caterers and other contractors.
- 1.1.11 *Lecture/Entertainment Content* – Where the hire of the Hall is for lectures or entertainment, hirers must provide on the application form details of the subject of, and programme for, the lecture or entertainment.
- 1.1.12 *Table Layout* – Hirers must observe the requirement to keep all exits clear.

## 1.2 **LIMIT OF HIRING**

The hirer shall only be entitled to use the particular part or parts of the Hall hired, and Bundy Hall Committee reserves the right to let any other portion of the Hall for any other purpose at the same time.

## 1.3 **REFUSAL TO LET AND SUB-LETTING**

Bundy Hall Committee reserves the right to refuse applications for hire. No portion of the Hall hired may be sub-let or any booking transferred or assigned without the prior consent of Bundy Hall Committee.

## 1.4 **DISCOUNTED FACILITY HIRE**

Non Profit community groups, charities and local residents can submit an **Application for Discount Form** no later than 14 days prior to the Function. This form can be obtained by contacting the Bundy Hall Committee.

### 1.5 AMENDMENT OF CONDITIONS OF HIRE

Hirers are advised that these conditions of hire may be amended by Bundy Hall Committee without notice at any time. Notwithstanding this, when conditions are amended every effort will be made to inform all hirers. An up-to-date version of these conditions of hire will be published on the website [www.bundyhall.org.au](http://www.bundyhall.org.au).

## 2. HALL RULES

### 2.1 POLICE OR SECURITY ATTENDANCE

It is compulsory for the hirer, when so directed by Bundy Hall Committee, to arrange for police and/or security attendance for Functions with over 100 people, events serving alcohol or events deemed a risk by Bundy Hall Committee. Hirer's may use Bundy Hall Committee's Preferred Supplier or alternatively provide the name of the Security Company or personnel hired to Bundy Hall Committee 14 days prior to the Function. All crowd controllers must by law wear a number visible and have a crowd controller's license. The number of security staff attending will be determined by Bundy Hall Committee based on the number of people attending the Function and the type of Function.

### 2.2 GAMBLING

No game of chance, at which either directly or indirectly, money is passed as a prize, shall take place in any portion of the Hall, without first obtaining the consent of Bundy Hall Committee.

### 2.3 SMOKING AND ILLEGAL SUBSTANCES

The Hall is a smoke free venue. Smoking is not permitted inside the Hall. Ashtray bins are provided outside the Hall for smokers. The hirer must advise Hall users about the **No Smoking Policy**. Drugs and other illegal substances are not permitted inside the Hall or its grounds. The Bundy Hall Committee reserves the right to deny entry to the Hall and/or require any person affected by alcohol or any drug or other substance to leave the Hall and its grounds.

### 2.4 DISORDERLY BEHAVIOR AND DAMAGE

No obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the Hall. Bundy Hall Committee reserves the right for any representative of the Bundy Hall Committee present at a Function to remove such offenders and any costs associated with the removal of these offenders may be debited to the Credit Card or must otherwise be paid by the hirer to the Bundy Hall Committee.



## 2.5 DECORATIONS/STAGE FITTINGS AND LIGHTING

No stage property, electrical installation, appliance or decorating materials of any kind shall be brought into the Hall without the consent of Bundy Hall Committee. All such items must be removed at the end of the Function and, if not so removed, the hirer must pay such sum as Bundy Hall Committee determines for each day or portion of a day whilst such property remains in the Hall. The use of confetti or streamers or similar articles of decoration is prohibited. Smoke machines and helium balloons are not permitted. The floor, walls or any other part of the Hall, or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws or in any manner or other way damaged, and no scenery, fittings or decorations of any kind shall be erected in the Hall or attached to or affixed to the walls, doors or any other portion of the Hall, curtains, fittings or furniture, mechanical, electrical or other equipment. The hirer will be liable on demand to pay the full cost of cleaning or repairs occasioned by damage to the Hall or any furniture or fittings as a result of the hiring. Wall decorations must only be put up using "blue-tack". No tape or adhesives are permitted. Notification of any lighting changes or requirements must be made at time of booking lodgement. In the event of special electrical equipment being used, the hirer must first obtain Bundy Hall Committee's consent, which consent may be given subject to conditions including the payment of extra charges to Bundy Hall Committee and the engagement of and payment for the services of a qualified electrician.

## 2.6 THEFT

Neither Bundy Hall Committee nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify Bundy Hall Committee against any such actions.

## 2.7 PERFORMING RIGHTS

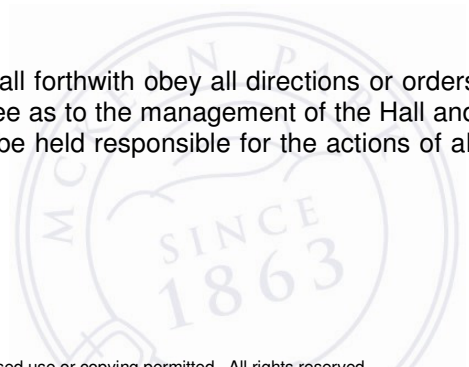
In the case of a dramatic or other performance, or a concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work which infringes any copyright or performing right of any owner of such rights, and the hirer agrees to indemnify Bundy Hall Committee against any claim for breach of copyright or any related action. Bundy Hall Committee does not hold a licence from the Australian Performing Rights Association ("APRA") or Phonographic Performance Co of Australia Ltd ("PPCA") to perform copyright music in the Hall. APRA and PPCA are entitled to charge hirers who perform music in the Hall over which it holds copyright a fee for the right to perform such music. APRA may be contacted by telephoning (03) 9426 5200. PPCA may be contacted by telephoning (02) 8569 1100.

## 2.8 2.9 HELIUM BALLOONS AND SMOKE MACHINES

Due to fire insurance restrictions smoke machines and helium balloons are not permitted within the Hall. The hirer must pay for a breach resulting in 'Emergency Services' being called to the Hall.

## 2.9 DIRECTIONS

The hirer and persons under his, her or its direction shall forthwith obey all directions or orders given by any representative of the Bundy Hall Committee as to the management of the Hall and Functions being conducted at the Hall. The hirer shall be held responsible for the actions of all and every person attending the Function.



**2.10 ANIMALS**

No animals shall be allowed in the Hall or its precincts without the consent of Bundy Hall Committee.

**2.11 RIGHT OF FREE ACCESS**

The right of free access to any part of the Hall at all times is reserved to members of Bundy Hall Committee.

**3. BUILDING CODE**

**3.1** The hirer must comply in every respect with the *Building Act* 1993 and the *Health Act* 1958 with regard to public buildings for the prevention of over-crowding, obstruction of fire exits, corridors, passages and any other part of the Hall. Failure to adhere to instructions may result in the cancellation of the Function.

In particular;

- Maximum capacity of the Hall is **100** people
- No Fire Exits can be obstructed at any time.
- No smoke (machines) or open flame is allowed.
- No Helium Balloons are permitted in the Hall.
- Any Fire Brigade call-out costs will be forwarded to the hirer if any fire alarm is set off or a call out made due to a false alarm.

**3.2 HEATING / COOLING**

The Hall has no internal heating system or fans.

**4. INSURANCE & RELEASE & INDEMNITY****4.1 INSURANCE**

Unless the hirer is a casual hirer of the Hall the hirer must take out public liability insurance (for an amount nominated by Bundy Hall Committee) with an insurer approved by Bundy Hall Committee. The hirer must supply a certificate of currency for that public liability insurance 7 days prior to the event. If the hirer does not have its own Public Liability Insurance, it may request that the Bundy Hall Committee's Annual Hirer's Liability Policy be extended to provide cover. Such cover is subject to conditions and payment of a fee of to Bundy Hall Committee. A casual hirer of the Hall will be covered by the public liability policy for the Hall maintained by Wellington Shire.

**4.2 RELEASE & INDEMNITY**

The hirer is responsible for any accident, loss or damage sustained to any person or property or any injury sustained by any person using any part of the Hall and the grounds before during or after the Function notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer releases, discharges, indemnifies, and holds harmless Bundy Hall Committee its representatives agents and

contractors against all claims and demands made or any related costs or expenses incurred. Without limiting the scope of this clause that includes:

- 4.2.1 any legal liability arising from the participation or use by the hirer and/or any other persons associated with the hirer, and any activity or business operation at, and / or occupying the Hall and all activities in connection with the Hall, due to any cause;
- 4.2.2 any loss, damage, expense, claim, demand, action and cause of any kind which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner from such participation or use;
- 4.2.3 all loss or damage to any property, building, equipment or material of Bundy Hall Committee and/or any other person on or outside the Hall caused by the hirer and/or any persons associated with the hirer due to such participation or use; and
- 4.2.4 any and all loss, damage, injury or illness, including death, sustained or incurred by the hirer and/or any person associated with the hirer arising in any manner from such participation or use/hire or occupation.

In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything which will affect Bundy Hall Committee's insurance policies relative to fire or public risk in connection with the Hall. The hirer indemnifies Bundy Hall Committee to the extent that such policies are affected through any such act neglect or omission.

## 5. POST FUNCTION CLEANING

The Hall Committee has a professional cleaner who can complete a full clean of the Hall after a Function for \$330.00. If the hirer wishes to undertake a partial clean the remaining cleaning items will be done by the Bundy Hall Committee cleaner at a chargeout rate of \$55.00 (plus GST) per man hour for two people.

The rates charged by the cleaner retained by the Bundy Hall Committee may change from time to time. The current fees will be published on the website [www.bundyhall.org.au](http://www.bundyhall.org.au).

The requirements of the Bundy Hall Committee for cleaning the Hall are summarised at the end of these conditions of hire.

## 6. KITCHEN FACILITIES & APPLIANCES

The hirer must not take and must not allow any other person including caterers to take, into the kitchen or any part of the Hall, or use, or allow to be used, any gas or electrical appliances not supplied by Bundy Hall Committee (eg. spit roasts, hotplates, portable deep fryers) unless permission has first been obtained from Bundy Hall Committee. The hirer must ensure that when leaving the kitchen at completion of the Function all appliances are turned off and the kitchen is clean and all utensils are in good order and condition. It is the responsibility of the hirer to ensure that caterers adhere to this requirement. If this is not done, Bundy Hall Committee shall be entitled to have the Hall cleaned or put in order and the cost of doing so will be charged to the Credit Card or must otherwise be paid by the hirer within 7 days of the issue of a tax invoice by the Bundy Hall Committee.

## 7. NOTICES & BILL POSTERS

No notices, signs advertisements or announcements of any entertainment or event shall be exhibited in the Hall or the grounds of the Hall except during the conduct of the Function without prior consent from Bundy Hall Committee. Requests for Bill Posters must be submitted to Bundy Hall Committee 14 days prior to the event and must comply with the *Environment Protection Act 1970*.

**8. LIQUOR**

Hirers proposing that liquor be sold either at a bar or by way of inclusion in catering costs associated with the use of the Hall, require a **“Limited Licence”** from Liquor Licensing Victoria. Applicants for such a licence should allow for at least 4 weeks for this body to process their application. A copy of this licence must be **presented to Bundy Hall Committee 14 days prior to the function**. The liquor licence must be displayed where the alcohol is being sold for the duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing legislation.

**9. PRIVACY**

Bundy Hall Committee collects information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed however you may access this information by contacting Bundy Hall Committee.

**10. BREACHES OF CONDITIONS OF HIRE**

Any person committing a breach of any one or more of these conditions of hire may be expelled from the Hall. The hirer must bring this to the attention of all persons attending the Function.

**11. DISPUTES**

In the event of any dispute or difference arising as to the interpretation of these conditions of hire or any matter or thing relating to them, the decision of the Hall Committee shall be final and conclusive.

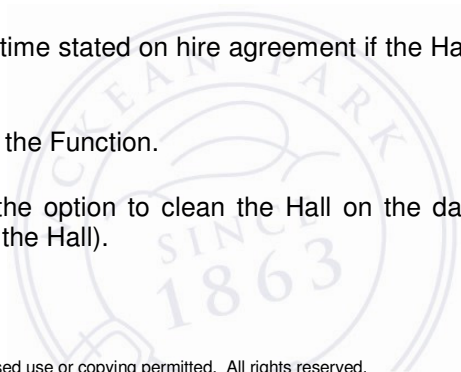
**12. GOODS AND SERVICES TAX (GST)**

Unless otherwise stated, all fees and charges are expressed exclusive of any applicable GST.

**13. FEES AND CHARGES**

	<b>Monday - Sunday</b>
Hall & Kitchen for Charity Events and Local District Residents - Daily Rate	\$150.00
Hall & Kitchen – Daily Rate	\$250.00
Hall, Kitchen – Other Functions – Daily Rate	(Fee to be Confirmed)
Supper Room & Kitchen – Hourly Rate (up to 3 hours)	\$25.00 per hour
Supper Room & Kitchen – Hourly Rate (more than 3 hours)	\$50.00 per hour
Hall & Kitchen – Penalty Rate	\$50.00 per hour

- Prices are subject to change without notice and are exclusive of GST
- Function of up to 3 hours subject to change without notice.
- Penalty Rate may apply per hour or part beyond agreed booking time stated on hire agreement if the Hall is not vacated and secured.
- The Hall must be cleaned & vacated by 1am on the morning after the Function.
- If approved by the Bundy Hall Committee the hirer may have the option to clean the Hall on the day following a Function (subject to any other functions scheduled for the Hall).



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#### 14. CLEANING REQUIREMENTS

The requirements of the Bundy Hall Committee for cleaning the Hall after a Function include –

- Pick-up all rubbish in the Hall and the grounds and put in the bins.
- Wash dishes used and tidy kitchen and supper room.
- Bench tops must be clean and all food residue removed.
- Pack up tables and clean and wipe down and put along south wall of the supper room.
- Stack chairs in the supper room. Bench seats remain in the Hall.
- Remove all decorations unless they are for a future Function.
- Sweep all floor areas used and mop, especially those areas where food and drinks have been spilt.
- Wipe toilets and replenish with paper, etc.
- Turn off pump switch in supper room on east wall.
- Disconnect lead from pump and pull lead through to the inside of the supper room and close/lock louver window,
- Turn off power point to the hot water service.
- Check that all windows and doors are locked.

Cleaning equipment and toilet supplies are in the entrance to the men's' toilets. Key to the hand towel holders is in the ladies paper hand towel unit.

When all necessary cleaning has been completed the hirer should contact one of the following Hall Committee Members to organise an inspection of the Hall and accept the return of the key –

Noel and Marion Atherston

Mobile: 0409 372 517

Bronwyn Hillbrich

Mobile: 0428 551 993

John and Elisa Buxton

Tel: 51472403

