



## CONDITIONS OF USE (PUBLIC HALLS)

The Brighton Council grants the hire of public halls subject to the following conditions:

### 1. Application

The right to use the hall is subject to Brighton Council receiving an application on the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, the application must include the personal undertaking by the president and/or secretary of the club.

### 2. Key Deposit/Security Bond

Unless otherwise endorsed by an appropriate Council Officer in the Schedule to the Application for Ground & Facilities Hire, a Key Deposit/Bond of the sum of **\$548.00** shall be paid by the hirer at the time of booking (a separate cash transaction which does not include hire fees) as a guarantee of fulfilment of these conditions, as a security against damage to the facility or any infrastructure contained therein, and for any cleaning arranged by Brighton Council resulting from the hirer's use of the premises. Photo identification matching the credit card details on the Bond Form must also be provided before Access Cards/Keys are to be given to hirers. The hirer shall be liable on demand by the Officer for Hall & Ground Bookings to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the infrastructure therein or abnormal cleaning the deposit will be refunded with the return of the keys and on completion of the appropriate checks. **THE SECURITY BOND REFUND WILL NOT BE AVAILABLE UNTIL ONE FULL BUSINESS DAY IS COMPLETED AFTER THE BOOKING, (I.E. SATURDAY, IS NOT AVAILABLE UNTIL THE FOLLOWING TUESDAY).**

### 3. Hire Fees

Hire fees shall be in accordance with Brighton Council's Fees & Charges 2012-13 and will be payable prior to your booking.

### 4. Cancellation of Booking

Any cancellation within 24 hours prior to the date of the function will result in half of the full hire fees being payable to Brighton Council.

## **5. Insurance**

Public Liability Insurance must be provided for all associations, organisations and/or clubs. The hirer shall take out and keep current during the period of hire, a liability insurance policy in the name of the hirer, insuring for a sum of not less than ten (10) million dollars (**\$10,000,000**) and insuring against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the hirer arising out of or in relation to the hiring arrangement. Proof of this policy must be provided to Brighton Council to form part of the hire agreement.

Public Liability Insurance for all casual/individual hirers is covered by a **\$23.00** insurance fee, which is charged to the hirer in addition to hire fees. This is a blank insurance coverage, which covers the casual/individual hirer for any public liability claims brought against them. This insurance does not cover the hirer if they are negligent in their dealings when using a Brighton Council facility.

## **6. Sale of Food**

It is a legal requirement under Section 84 of the *Food Act 2003* to notify Brighton Council, if you are planning any activity that involves either the handling of food intended for sale or the sale of food.

Regardless of whether the hirer is a business, enterprise or activity concerned is of a commercial, charitable or community nature and it involves the handling or sale of food for one occasion only. Failure to do so imposes an individual fine, not exceeding **\$50,000** or for a body corporate a fine not exceeding **\$120,000**.

Depending upon the nature of the food to be sold, it may be necessary to obtain a temporary Food License. In such an instance, Brighton Council's Environmental Health Officers will assess the types of foods involved and ensure correct food hygiene practices and requirements are in place for the activity to occur safely.

## **7. Indemnity**

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Brighton Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hire agreement.

## **8. Acts and Regulations**

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By-law or regulations made thereunder, and shall be liable for

any breach of such Acts, Local Laws/By-laws or Regulations. All other Statutory Rules, provisions and regulations of the Commonwealth of Australia or State of Victoria/Tasmania for the time being, in force must be complied with by the user and the notices given to the appropriate officers.

## **9. Permission to occupy**

- (a) The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the schedule to the application and Brighton Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
- (b) The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and Brighton Council may at its discretion allow other individuals and groups to have casual use of the premises.

## **10. Assignment**

Hirers that are granted permission to use the halls shall not assign the right of use to any person, organisation or body.

## **11. Seating Capacity**

The maximum occupancy limit (by-law Public Health Act 1997) for functions in the following Council buildings are:

- a. Pontville Hall - Midland Hwy, Pontville - (Main Hall 200 & Supper Room 60)
- b. Old Beach Community Centre - Jetty Road, Old Beach (150)
- c. Brighton Civic Centre-Green Point Road, Bridgewater (Meeting Rooms 50), (Theatrette 120), (Main Hall 500)

## **12. Determination**

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions Brighton Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited.

## **13. Theft**

Neither Brighton Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation 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 Brighton Council against any claim by any such person, firm or corporation in respect of such article or thing.

It shall be at the discretion of the Officer for Hall & Ground Bookings to refuse to grant the hire of a hall in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Officer for Hall & Ground Bookings shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have not claimed at law or in equity for any loss or damage in consequence thereof.

#### **14. Good Order**

(a) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.

(b) No disorderly behaviour or damage to the property shall be permitted in any part of the building.

#### **15. Cleanliness**

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter as stated in the Checklist for Hirer (on display in all facilities). Any cost incurred by Brighton Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

#### **16. Damages**

(a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.

(b) The hirer shall accept full financial responsibility for damage to Brighton Council property except for normal wear and tear.

#### **17. Smoking**

Smoking is **NOT** permitted in any Brighton Council building/facility.

#### **18. Liquor**

The sale of liquor on the premises is forbidden unless the hirer obtains a Liquor License from the Commissioner for Licensing, and the license is produced to the Officer for Hall & Ground Bookings who shall make an endorsement on the Application for Hall Hire.

#### **19. Free Access**

Any officer or employee of the Brighton Council whom the Officer for Hall & Ground Bookings may appoint shall at all times be entitled to free access to any and every part of the building during the hire period.

#### **20. 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 Officer for Hall & Ground Bookings, thereon shall be final and conclusive.

**For after hours emergency services the Brighton Council can be contacted by telephoning 6235 4260, any call outs after hours will incur a fee to the user, unless the issues is related to an error on the behalf of Brighton Council.**