

Brown Hill Community Hall

Terms of Hire Agreement

OVERVIEW:

The hirer shall in all cases, be liable for any loss or damage to the Brown Hill Hall facilities and/or equipment that is caused by, or due to, any actions or activities of the hirer, or any person involved in activities conducted by the hirer.

The hirer shall be liable for any injury or accident, which may occur to any person involved in any activity in the facility hired, or the surrounding area of the premises.

The Brown Hill Community Hall committee and the City of Ballarat shall in no way be held responsible for any loss or injury suffered by the hirer, or any person taking part in any activity, session or event conducted by, or on behalf of the hirer.

GENERAL CONDITIONS:

- The hirer must be over 21 years of age and be in attendance at all times during the hire
- Smoking is prohibited in the hall and within 10m of the Hall, this a legal requirement
- Subletting of the hall without prior consent is prohibited
- The hirer is responsible for the payment of all fines issued by authorised bodies
- The hirer must allow Brown Hill Community Hall Committee members access to the hall at all times. Refusing access may result in the booking being cancelled and bond not returned
- The hirer is not permitted to charge or collect money from any person for entry to the facility without the prior written approval from the hall committee.
- A call out fee may be charged or deducted from bond if a committee member is required to attend during the event if the hirer is at fault (i.e. caused the issue) or the hirer could have prevented the issue.
- Failure to leave the premises at the specified time and in a clean state may result in the loss of bond.
- Hirer must clean the hall prior to the end of the hall hire.
- Keys will not be issued unless full payment is made. Keys must be returned by the negotiated time or replacement cost may be charged. Keys are to be placed in the 'Keys Return' box next to the main entrance door prior to departure. Hirer is responsible for keys.

KITCHEN:

The Brown Hill Community Hall has a fully operational kitchen; the kitchen is a class 3 registered commercial kitchen.

Class 3 - community groups that handle potentially hazardous food which is sold for immediate consumption and businesses that produce low-risk food, including bakeries, honey processors, soft drink manufacturers, wineries, confectionery manufacturer and cinemas selling popcorn.

- If using the refrigerator, the hirer MUST record the temperature of the refrigerator on the 'Refrigerator running sheet' that is attached to the refrigerator.
- Kitchen cleaning chemicals are kept under the kitchen sink

SECURITY BOND:

The hirer must pay a security bond. This must be paid prior to the event and will be returned as soon as practical assumed all these conditions are met at the end of the hire.

- The Brown Hill Hall Committee may, at its sole discretion, use the bond to make good the cost of remedying breaches of the conditions of hire (including cleaning charges and repair of damages)

CANCELLATION:

- Should the hirer wish to cancel the booking, at least 4 weeks' notice of cancellation must be given, otherwise administration fees may be applied
- Brown Hill Community Hall Committee has the right to cancel any further bookings if a breach of any of these conditions has occurred.

PUBLIC LIABILITY INSURANCE:

- If the hirer is a commercial entity, busker or stall holder you will need to hold your own Public liability insurance or purchase it through the City of Ballarat. A copy needs to be provided prior to your event.
- If you are NOT a commercial entity, busker or stall holder then public liability insurance is automatically granted once full payment is made and the Terms of Hire agreement is accepted.

ALCOHOL:

- Alcohol may be consumed on the premises without a liquor licence provided it is not sold.
- If you are planning on selling alcohol at your event it is the hirers responsibility to gain all the lawful permits and licences. A copy needs to be provided prior to your event.
- The hirer is responsible to ensure underage drinking does not occur.

CLEANING:

- The hirer is responsible for ensuring that the hall and it's surrounds (including carpark) are left as they found them. Must be left in a clean and safe condition after use and all furniture returned to original place, stacked and stored in a tidy manner. All bins emptied, hall floor swept, toilets and kitchen cleaned.
- All rubbish is the responsibility of the hirer and shall be correctly placed in the receptacles or removed from the premises/precinct.
- Floor – see floor section
- A Cleaning fee is chargeable if the hall is not left in an original condition.

FLOOR

Many current user-groups (e.g. Dance groups) rely on the main hall floor being kept in immaculate condition. It is important that the floor is well maintained and cleaned prior to the end of your event. Please refer to the floor cleaning guide (found in 'Brown Hill Community Hall User guide') for general cleaning of the floor and how to clean spillages. It is the hirers responsibility to ensure that the floor is kept in a clean and dry state.

HALL DECORATIONS:

- The hirer is welcome to decorate the Hall; however, **all** decorations must be removed prior to the end of the Hall hire.

MUSIC AND BEHAVIOUR:

- Brown Hill Community Hall is located in a residential area and all noise must cease by no later than 11.00pm.
- The hirer shall ensure that noise levels are kept to an acceptable level at all times.
- Attendees are to leave the premises quietly
- Bond may be kept if a complaint is made.

EMERGENCY CONTACT:

In the event of a genuine emergency the following numbers:

Police, Ambulance or Fire Brigade: 000

	Organisation	phone
Electrician	Ron Smart Electrical	0438 543 573
Plumber	Ballarat Emergency Plumbing	0408 342 300
Brown Hill Community Hall Committee member	President:	0417 501 480
	Vice-President:	0447 780 152
	Secretary:	0428 379 979

Please NOTE: that if a call out is made and the hirer is at fault (i.e. caused the issue) or the hirer could have prevented the issue a fee will be charged.

Please record all minor damages &/or breakages in the BHCH user guide reporting section.