



Walhalla Board of Management Incorporated

Terms and Conditions for the Hire of the Mechanics Hall & Meeting Room

1. Applications for hire must be on the prescribe form and signed by the applicant.
 - a. The purpose for which the hall /meeting room is required, the hours required and the applicant's details must be stated.
 - b. An undertaking to comply with the terms and conditions of hire is required.
2. Where the application is made on behalf of an organisation, group or body of persons, the applicant must state the organisation's, group or body's name and the position and authority of the person making the application.
3. Charges will be levied according to the current Price Schedule.
 - a. Prices are GST inclusive.
4. A deposit as listed in the current Price Schedule is required with the application to hire.
5. Full payment must be made no later than 7 working days prior to the date of the function or if the function is to be held within a period of 7 days from the date of the application the full amount is payable with the application.
6. A cancellation fee may be applicable as determined by the Board from time to time.
 - a. Cancellation fees will be published in the current Price Schedule.
7. A Pre-Authorisation deposit as listed in the current Price Schedule is required prior to accessing the premises or collection of the keys.
 - a. The Pre-Authorisation will be cancelled only after a satisfactory inspection by the Board's representative following the Hirer vacating the premises.
 - b. The Pre-Authorisation is held against but not limited to recouping costs associated with any damage, breakage, additional cleaning or washing etc.
8. If the building is not accessed or vacated by the agreed times, the Hirer may be required to pay an additional amount to cover extra costs incurred by the Board.
9. The Hirer is only entitled to use of the particular part of the building and facilities as hired.
 - a. The Board reserves the right to let another part of the building not reserved by the Hirer for another purpose at their discretion.
10. The Hirer may not sub-let any part of the premises.
11. The Board at its discretion may refuse to let the property, notwithstanding that the property may have been let or that the conditions may have been accepted and signed and the fees and the deposit paid.
 - a. The Board has full power as it sees fit to cancel the letting and direct the return of the fee and deposit paid and
 - b. The Hirer hereby agrees in such a case to accept the same and to be held to have consented to the cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.
12. The Hirer must conform to arrangements made with the Board for the collection and return of key(s).
 - a. The Hirer is responsible for any cost to the Board arising from the loss of key(s) in the Hirer's possession which may include the cost for the replacement of all locks and keys as deemed necessary by the Board.
13. Any person appointed by the Board has the full and complete authority of the Board to issue instructions for the enforcement of these regulations.
14. Any instructions given or provided by the Board for the operation of any heating, cooling or ventilation systems must be followed and not varied unless with the consent of the Board.
15. The kitchen, hall and any other hired area must be left in a clean and tidy condition.
 - a. Crockery, cutlery, utensils and appliances must be cleaned and return to their storage places.
 - b. All fixtures and fittings must be left in good order and condition.
 - c. A cleaning fee of \$30 per hour will be charged to clean and restore items in a. or b. above.
 - d. The Hirer is responsible for any cost incurred with replacing any breakages, damage, theft or loss which may occur.
16. The Hirer must remove all rubbish, refuse and waste matter by the end of the hire period
 - a. All rubbish, refuse or waste must be placed in the (wheelie) bins provided.
 - b. Failure to comply will result in the Board directing the work to be done and the cost of so doing will be charged to the Hirer.
17. The use of confetti is prohibited anywhere in the building or surrounds.
 - a. If confetti is used the cost of extra cleaning will be charged against the Hirer. The use of streamers or articles of decoration, including candles, is prohibited unless with the express permission of the Board.
18. The floors, walls, or any part of the building, or curtains, fittings or furnishings must not be broken, pierced by nails or screws or other objects or in any other way damaged.

- a. No notices, signs, advertisements, scenery, fittings or decorations of any kind may be erected in the building or attached to or affixed to the walls, doors or any other portion of the building, curtains, fittings or furniture without the prior written consent of the Board.
 - b. Any costs rendered necessary in such cases must be paid by the Hirer.
19. No waxes or chemicals may be used on the floors without the prior consent of the Board.
20. Open candles or flames may not be used at any time.
 - a. Tea candles in a proper container may be used subject to prior written agreement by the Board.
21. The Hirer may vary the seating arrangements within the hall provided they meet all Victorian and Local Government health or safety regulations.
22. Neither chairs, tables nor other furniture may be removed from the property at any time.
 - a. All furniture must be returned to storage locations as part of the cleanup after the hiring.
23. Exits and passageways are not to be obstructed at any time.
24. No game of chance at which, either directly or indirectly, money is passed as a prize can take place in any portion of the building without the prior approval of the Board and then only in accordance with any relevant legislation or regulation.
25. Smoking is not permitted within the building.
26. The conditions under which food is provided or sold must at all times comply with relevant legislation or regulation and with any and all necessary permits.
 - a. A copy of any permits must be provided to the Board's representative upon accessing the premises.
27. The Board reserves the right to prohibit the introduction of alcohol onto the property or any part of the building at any time.
 - a. The Board reserves the right to restrict or refuse the consumption of alcohol from time to time as seen fit.
 - b. The Hirer shall cease serving alcohol if so directed by the Board so that the amenity of the town is maintained.
28. In the event of any person desiring to bring onto the property or any part of the property any alcohol for consumption or sale, it will be necessary for that person to apply for and hold any required permits and comply with those permits.
 - a. A copy of any permits must be provided to the Board's representative upon accessing the premises.
29. Obscene, racist or insulting language, disorderly behaviour or damage to the property is not acceptable in any part of the building.
 - a. Offenders may be removed from the property.
 - b. Failure to identify offenders may result in the removal of all attendees and in the closing of the function.
30. Animals are not permitted in the building without the prior written consent of the Board.
 - a. Mobility assistance dogs under the control of their owner are permitted at all times.
31. Fires must be extinguished prior to leaving the building.
32. The Hirer will indemnify the Board, its servants or its agents and Baw Baw Shire Council against any claim that may arise out of the use of the property.
33. The Hirer of the property must not do or neglect to do or permit to be done or left undone any things which affect the insurance policy or policies of the Board or Baw Baw Shire Council relative to fire or public risk in connection with the property.
 - a. The Hirer agrees to indemnify the Board and Baw Baw Shire Council to the extent that any such policies may be affected through any such act of commission or omission.
34. Neither the Board or the State of Victoria or its servants will 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 being lost, damaged or stolen.
 - a. The Hirer hereby indemnifies the Board and the State of Victoria against any claim by any such person, firm or corporation in respect of such article or thing.
35. The Hirer must have a minimum of \$20 million public liability insurance.
 - a. A copy of the Public Liability Insurance policy must be provided to the Board's representative upon accessing the premises
 - b. The Hirer may access the Board's Public Liability insurance cover by prior written agreement.
 - i. A fee for this service will apply as detailed in the current Price Schedule.
36. The Hirer will not bring into, use or cause to be used in the building, any portable electrical appliance, including multi-point electrical outlets and flexible extension cords, which does not have a current electrical compliance tag securely attached as per the Australian Standard 3760.
37. Music is to cease by 12 midnight.
 - a. The hall or meeting room must be vacated by 1.00am unless prior written agreement is received from the Board.
38. In the event of any dispute or difference arising as to the interpretation of these conditions or any other matters or things contained therein, a decision of the Board or the Board's representative will be final and conclusive.

Walhalla Board of Management Incorporated.

1st September 2014.