

Loch Sport Community House 222 – 236 National Park Road PO Box 587 Loch Sport Vic 3851 P 03 5146 0145 E manager@lochsportcommunityhouse.com

Loch Sport Community House and Public Hall Hire Policy and Procedures

Introduction

Loch Sport Community House Inc (LSCH) provides programs, events and referral services to meet the needs of our community - a welcoming and supportive environment that provides opportunities to get involved, learn new skills and make new connections. LSCH is a not-for-profit organisation that offers social, educational, and recreational courses/programs to community members, creating a healthy, strong, vibrant and connected community.

Purpose

The purpose of this policy is to encourage and develop of a range of diverse activities and opportunities for the Loch Sport community. The rooms at the Loch Sport Community House and Public Hall are available for hire by not for profit organisations and private functions at the determination and discretion of the Manager.

The Loch Sport Community House and Public Hall Hire policy forms the basis of the Conditions of Use.

Room Hire Charges

The LSCH Committee of Governance is responsible for determining the fee structure for the hire of rooms at the Loch Sport Community House and Public Hall. The Manager has delegated authority to negotiate fees and hire. Please refer to attached Fee Schedule for current Room Hire Charges. Regular hirers will be invoiced monthly unless other payment arrangements are made. Payment arrangements are 7 days from the invoice date.

Applications for Room Hire

Applications for hire of the facilities at Loch Sport Community House and Public Hall must be made to the Manager on the form supplied. The form must be signed by the applicant stating the purpose and hours required as well as an undertaking to comply with all the conditions of hire. Changes to any details of the original booking form must be advised in writing.

All enquiries and day to day matters concerning Loch Sport Community House and Public Hall is to be undertaken through the LSCH office during business hours. All hirers are encouraged to view the facilities.

A booking will not be confirmed unless a completed application form is received.

LSCH reserves the right to refuse a booking.

LSCH reserves the right to withdraw bookings, provided at least 30 days' notice is given to the hirer, or at shorter notice if related to State Government regulations/requirements and/or restrictions e.g. Covid related issues, State/Federal voting.

Payments for casual hire

Full payment of room hire is required at the time of the booking unless other arrangements have been made.

Casual hirers are required to pay a bond for the hire of LSCH rooms at the Managers discretion. This will relate to the purpose of the hire. If a bond is required, the bond money will be returned once the LSCH Manager is satisfied that the hirer has met the requirements stated in the Conditions of Use. Bonds can be paid by cash or bank transfer.

The hirer is liable for payment of any further amount to meet the full costs of the repair of any damage to the facility and/or fixtures and fittings or equipment caused during the period of hire by the hirer or persons attending the function. This also applies to any additional cleaning required.

Payments for permanent hire

A bond may be required against damage to the facility and/or fixtures and fittings or to cover additional cleaning at the Manager's discretion. This will be determined based on the purpose of the hire. If a bond is required, and provided there is no breach of the conditions of hire, the bond will be refunded after the hire.

Invoices are issued by LSCH at the end of every month for the month prior. Prompt payment is appreciated.

Fees are charged according to times booked on the booking form and any variation to these times is required in writing before the date/s concerned.

The hirer is liable for payment of any further amount to meet the full costs of the repair of any damage to the facility and/or fixtures and fittings or equipment caused during the period of hire by the hirer or persons attending the function. This also applies to any additional cleaning required.

After hours incident or emergency

Call 0493 615 059 in the event of an after-hours incident or emergency. Please ensure that you leave in your message the purpose of the call, as messages are screened and only matters that need to be attended to after hours will be responded to outside of LSCH's usual business hours.

Cancellations

By the CASUAL hirer

- Notification of cancellation of booking must be at the earliest possible opportunity to avoid the possibility of financial loss due to potential loss of other bookings. Unless there are extraneous circumstances, a minimum of 7 days is required
- Cancellation can only be accepted by the hirer who made the booking unless someone else is nominated in writing/email

By the REGULAR Hirer

- 4 weeks written notice of cancellation of hire agreement or at earliest possible opportunity to avoid the possibility of financial loss due to potential loss of other bookings
- Cancellations must be made in writing

By LSCH

LSCH reserves the right to cancel without notice any booking for which the required payment or bond has not been paid.

If the facility cannot be made available to the hirer on the date(s) for which it has been hired by reason beyond LSCH's control; LSCH will not be liable for any loss, damage or injury suffered by the hirer because of the facility being unavailable. All deposits and hire fees will be fully refunded.

LSCH reserves the right to withdraw bookings at the earliest possible opportunity if related to State Government regulations/requirements and/or restrictions e.g. Covid related issues or State Elections.

Limit of hiring

If the venue is not vacated, including removal of all equipment, properties and items which are in the care of the hirer, within the specified times or unless otherwise agreed, the hirer will be charged at an hourly hire rate for the area hired. In addition, consideration will be given to withholding of the bond for example where the items are to be disposed of.

Conditions of hire

Building access

LSCH staff will arrange a key for the hirer or other nominated responsible person at the time of booking. LSCH staff will walk the hirer through the building access procedure when the key is picked up. LSCH staff will advise the hirer of the location of the light switches and heating/cooling controls. Where a bond is required, payment must be made at time of booking to secure hire.

Capacity

The capacity of any room must not exceed the number provided on your application unless otherwise approved.

The capacity of the venue must not exceed the maximum capacity of the space hired unless otherwise approved.

Noise level / finishing time

Loch Sport Community House and Public Hall is situated in a residential area and therefore LSCH requests that all hirers respect our neighbours.

It is the responsibility of the hirer to ensure that the noise emanating from the function does not cause a public annoyance and that all noise pollution regulations are complied with.

All amplified noise (music/microphones) must be ceased by, and the premises must be vacated by:

- -10pm Monday to Thursday
- -11pm Friday
- -11pm Saturday and public holidays
- -10pm Sunday

Please leave the venue as you found it. This includes:

- Sweeping / vacuuming floor of space(s) used
- Picking up any rubbish in and around the venue
- Emptying rubbish bins of kitchen, bathrooms *Please note, up to one garbage bag of rubbish can be placed in the Loch Sport Community House and Public Hall outdoor rubbish bin. Any additional rubbish must be removed from the premises
- Wash, dry and put away any dishes
- Close all windows, curtains, doors and arm building before returning key (to office or in drop box)

Hirer will be responsible for cleaning fees if the hall is not left clean and tidy.

Please note that we cannot allow:

- Tape on walls
- Helium balloons inside the venue
- Candles or other flames

Hire payment details	
Cash	Please pay in office during LSCH office hours 9.30am to 3pm week days
Bank transfer	Please state full name/business name and 'Hire' in subject line Loch Sport Community House BSB 633 000 Acc 151 624 392

Wellington Shire - COUNCIL OWNED FACILITY - Conditions of Hire

- Charges will be levied as per the current schedule. Applicable GST details are inclusive or shown in the Schedule. Hire fee to be paid at the time of collecting the key.
- 2. If the building is not vacated by the agreed time, or is occupied prior to the agreed time, the Hirer may be required to pay an additional amount to cover costs incurred for the additional time.
- 3. If any booking is cancelled prior to the commencement, the hire fee may be refunded in full or in part, at the discretion of the Committee.
- 4. No portion of the building hired can be sub-let.
- 5. It is at the discretion of the Committee to refuse to let the property; and notwithstanding that the property may have been let or that the conditions may have been accepted and signed and the fees paid, the Committee has full power, if it sees fit to cancel the letting and direct the return of the fee paid and the hirer hereby agrees in such 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.
- 6. The Hirer must conform with arrangements made with the Committee for the collection and return of keys. Any loss of key(s) by the Hirer is the Hirer's responsibility and will include replacement of all locks and keys if deemed necessary by the Committee.
- 7. Any instructions given or provided by the Committee for the operation of any heating, cooling or ventilation systems must be followed and not varied unless with the consent of the Committee.
- 8. The Facility must be left in a clean and tidy condition. All fixtures and utensils must be left in good order and condition, fair wear and tear excepted. The Hirer is responsible for any breakage, damage, theft or loss, which may occur.
- 9. The Hirer must immediately remove all rubbish, refuse and waste matter. Failure to comply will result in the Committee directing the work to be done and the cost of doing so charged to the Hirer.
- 10. The floors, walls, or any part of the building, or curtains, fittings or furnishings must not be broken, pierced by nails or screws or in any other way damaged, and no notice signs, advertisements, scenery, fittings or decorations of any kind 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 consent of the Committee. Any extra insurance premium rendered necessary in such cases must be paid by the Hirer.
- 11. No waxes or chemicals may be used on floors without the prior consent of the Committee.
- 12. No Committee-owned chairs, tables or other furniture may be removed from the property at any time, without prior approval of the Committee.
- 13. Exits and passageways are not to be obstructed at any time.
- 14. Smoking is NOT permitted inside the building.
- 15. 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 Committee and then only in accordance with the Lotteries, Gaming and Betting Act.
- 16. Sale of goods or merchandise is not permitted without written approval of the Committee, unless the sale of goods is ancillary to a recognised exhibition or trade fair.
- 17. The conditions under which food is sold on any part of the property will at all times comply with the provisions of the Food Act.
- 18. All temporary food vendors/caterers are required to hold any necessary permits.
- 19. Liquor may ONLY be consumed or sold on the property if the correct Liquor Licence is held by the Hirer and supervisors at the event hold a Responsible Service of Alcohol qualification.
- 20. No obscene or insulting language, disorderly behaviour or damage to property is permitted in any part of the building. Offenders may be removed from the property.
- 21. No animals are allowed in the building or its precincts without the consent of Committee.
- 22. No signs may be displayed outside the building giving advance notice of functions without the consent of the Committee.
- 23. The Hirer will indemnify the Wellington Shire Council and the Committee against any claim that may arise out of the use/hire of the facility.
- 24. 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 Wellington Shire Council or the Committee relative to fire or public risk in connection with the property, and the Hirer agrees to indemnify the Wellington Shire Council and the Committee to the extent that any such policies may be affected through any such act of commission or omission.
- 25. Neither the Committee, the Wellington Shire Council or its officers 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. The Hirer hereby indemnifies the Wellington Shire Council and the Committee against any claim by any such person, firm or corporation in respect of such article or thing.
- 26. The Hirer is responsible for the full observance of these conditions.
- 27. Any person committing a breach of any one or more of these conditions may be expelled from the property.
- 28. The Hirer must have adequate public liability insurance cover arrangements having regard to the nature of the hirer's event or activity. Only casual hirers will, subject to completion of this hire agreement, be covered by the Wellington Shire Council casual hirers insurance policy.
- (NB: A casual hirer is a once-off or very infrequent user of the facility.)
- 29. In the event of any dispute or difference arising as to the interpretation of these Conditions, or of any matters or things contained herein, a decision of the Wellington Shire Council will be final and conclusive.