

Ellimatta – Conditions of Hire



Bookings

Bookings are considered tentative until receipt of a completed application form and total hire charge. Booking must be made at least seven days prior to the event.

Payment

Payment is due 14 days prior to the function with the security bond as stated on the application form.

Bond

The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded to the hirer, provided the hirer has complied with all aspects of the conditions of hire.

Should the cost of repairing damage to the property exceed the bond, the hirer shall pay additional costs. The costs of extra cleaning as a result of the function will be deducted from the bond, and the hirer must remove all rubbish associated with their event. An account for additional costs will be forwarded within 30 days.

The bond will be returned no sooner than 14 days after completion of the event.

Cancellation

Cancellations will only be accepted at least 10 days prior to the date of the booking. If the cancellation conditions are not complied with, an administration fee of \$20.00 will be charged.

Permits

Liquor – Hirers are requested to contact the Liquor Licensing Commission on 1300 558 181 to determine if a licence is required.

Gaming – Appropriate permits must be obtained by the hirer. All permits must be signed by the booking office and bookings are subject to the appropriate permits being arranged.

Performing Rights – The hirer hereby indemnifies Ellimatta Youth Inc. against any claim for breach of copyright.

Insurance

Short Term and Casual Hire (on receipt of the insurance fee)

This Includes Public Liability Insurance cover for \$10 million. All accidents and/or Incidents which may result in a claim being made under this policy of insurance must be reported to Management on 03 5786 1711 within two (2) days.

This policy has a participation exclusion which excludes indemnity for injury to participants as a result of instructed classes.

Appointed Tutors and/or instructors will therefore need to provide evidence of their own public liability insurance.

This policy is not available for commercial users, festivals, fireworks displays, special activities e.g. horse rides, amusement rides, waterslides, circuses, carnivals, concerts (rock or pop) and sports coaching clinics.

Long Term and Regular Hire

The User/Hirer/Lessee shall at all times during the agreed term, be the holder of current Public Liability Insurance in respect of the activities specified herein, in the name of the User/Hirer/Lessee, providing coverage for a minimum sum of \$10 million (or more). The Public Liability Policy shall be effected with an insurer approved by Ellimatta Youth Inc..

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Ellimatta Youth Inc. and shall extend to cover Ellimatta Youth Inc. in respect to claims for personal injury or property damage arising out of negligence of the User/Hirer/Lessee.

Damage

The floors, walls, curtains or any other part of the building or any fittings or furniture, shall not be damaged.

The hirer will take steps to ensure their patrons will not cause damage or defacement. Failure to adhere to the above may result in loss of bond (refer to BOND).

Indemnity

The Hirer/User/Lessee agrees to indemnify and to keep indemnified, Ellimatta Youth Inc., its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirers/Users/Lessee performance or purported performance of its obligations under this licence/permit and be directly related to the negligent acts, errors or omission of the Hirer/User/Lessee. The Hirers/Users/Lessee's liability to indemnify Ellimatta Youth Inc. shall be reduced proportionally to the extent that any act or omission of the Ellimatta Youth Inc., its servants or agents, contributed to the loss or liability.

Liability

The hirer must – (a) remain on the premises whilst visitors/patrons are in the building; (b) keep premises locked when unoccupied; (c) be responsible for orderly conduct and safety of patrons, and provide security where directed, (d) maintain the premises in a clean and safe condition for the duration of the term of hire.

Please note: the use of speed enhancers on the floor is strictly forbidden.

Party Safe

All high risk events such as underage parties or music gigs must be registered with the local Police. Please refer to Ellimatta Youth Inc.'s "Party Safe" brochure. Evidence of registration must be provided before keys will be issued.



Event Management

An Event Management Plan will be required for any event aimed at attracting a large number of people, or where the activity may affect the location and surrounding area prior to, during or after the event.

Ellimatta Youth Inc. Access/Limit of Hire

Authorised Ellimatta Youth Inc.. Officers are entitled access to all buildings regardless of bookings. Ellimatta Youth Inc. also reserves the right to hire any portion of the building other than the areas stated on the application form. Ellimatta Youth Inc. reserves the right to cancel any booking if the hall is required in respect of an election or referendum for the Federal or State Governments.

Kitchen

The hirer shall leave the kitchen in a clean and tidy condition and take with them all rubbish generated by the event and place in the blue skip outside the building. On completion of the function, tabletops must be cleared and wiped and the premises must be left in a clean and tidy condition, including sweeping and mopping floors. Failure to do so may result in a reduction of the bond.

Decorations

The use of confetti or similar articles of decoration or amusement is prohibited. Decorations may only be fixed to the hooks provided in the building. No adhesive tape/paste, pins etc are to be attached to painted surfaces.

All decorations must be removed at the end of the function. If this is not carried out, the costs will be deducted from the bond. If helium balloons are used and become entangled in the ceiling fans, lights or heaters, the cost of removal will be deducted from the bond.

Setting Up/Pack Up

The hirer has the responsibility for setting up and clearing away all equipment to its original location, unless arrangements have been made to engage Ellimatta Youth Inc. staff to carry out this work at a cost.

Please do not drag furniture or equipment across floor, use trolley (where provided). Setting up time must be stated on the application form and all packing up should be completed immediately on termination of the function.

Please note under EPA regulations and Ellimatta Youth Inc. policy all music is to be turned off by 10:00pm and all venues are to be vacated by 11:00pm. Failure to do so can result in cancellation of the bond.

Security Services

Ellimatta Youth Inc. reserves the right to request external security for functions.

Emergency Exits

All emergency exit doorways and passageways should be left clear at all times.

Emergency Contact

For Ambulance, Fire and Police dial 000. If necessary evacuate the venue. If there is damage to the building, or an electrical or plumbing emergency contact the after hours number **1300 368 333**.

Callouts

There will be a fee of \$100.00 for call outs where keys have not been picked-up for functions.

Breaches

Ellimatta Youth Inc. reserves the right to expel person(s) or terminate the function due to any breach of conditions of hire and/or misconduct by patrons.

