



Conditions of Hire

Thank you for booking the Lakes Entrance Mechanics Institute Hall. To ensure your event runs smoothly, safely and complies with our regulations, please read these conditions of hire.

Application

- The right to use the facility is subject to the Hirer agreeing to the following Conditions of Hire.
- Lakes Entrance Mechanics Institute Management Committee Inc. reserves the right to refuse any application for hire at its absolute discretion.

Hire Fees

- Payment of all fees and charges must be received by the dates specified to confirm the booking.
- Access to the facility is limited to the confirmed booking times.
- The access times booked by the Hirer must include set up and pack up as well as all deliveries to and from the facility.
- If the area is not vacated by the nominated time, the Hirer will be liable for additional fees.

Security Deposit

- Payment of a Security Deposit may be required to confirm a booking, in order to cover any expenses arising from the Hirer's use of the facility (including, but not limited to, late cancellations by the Hirer, damage to the facility or additional cleaning requirements as a result of the Hirer's use or occupying the facility beyond the booked times).

Use of Facility

- The Hirer or Hirer's representative must be present throughout the event to ensure participants abide by these Conditions of Hire.
- Sub-letting: No portion of the facility hired may be let or sub-licensed, or any licence transferred or assigned by the Hirer, without the prior written consent of the Committee.
- Limit of Hiring: The Hirer is only entitled to use the facility or parts of the facility for the times specified. The Committee reserves the right to let or use any other portion of the facility at the same time.
- The Hall is a shared facility and consideration must be given to other users.

- Adult supervision: Application for hire by users under the age of 21 must be completed by an adult who will be supervising the function. The person completing the application assumes responsibility and is subject to these terms and conditions.
- Keys: The possession of Hall keys does not give the hirer any right to use the facility other than at the times specified.
- Keys must remain in the possession of the hirer and returned to the booking officer or deposited in the book return at the adjacent library.
- Duplicate keys must not be cut.
- Inspections: Upon collection of keys and prior to commencement of function, Hirers are requested to report to the Booking Officer if the Hall is considered dirty and/or damaged in any way.

Good Order

- The Hirer shall be responsible for the preservation of good order in the building throughout the duration of use.
- People using and vacating the facility must give every consideration to nearby residents and minimise noise and unruly behaviour.

Cancellation by the Hirer

- In the event of cancellation within two weeks of the date of hire, 25% of the security bond will be charged to the Hirer. The balance remaining will be refunded to the Hirer.

Cancellation by the Committee

- In the event that the facility cannot be made available to the Hirer on the hired date/s, the Committee will not be liable for any loss, damage or injury suffered by the Hirer.
- The Committee will refund any security deposit and/or hire charges paid for the booking to the Hirer.
- The Committee reserves the right to cancel a booking if the Hirer fails to provide the required

payments, insurances, permits or documentation by the required dates.

Insurance

- East Gippsland Shire Council provides public liability insurance for the premises for casual hirers. This indemnity will not cover those hirers who are advised by the Committee to obtain their own Public Liability cover (see below).
- Hirers that use the facility for physical activities, festivals, pop concerts, sporting events or other such activities must provide a valid Certificate of Currency for \$10 million public liability insurance prior to the date/s of the event/s.
- Regular users must provide a valid Certificate of Currency for \$10 million public liability insurance prior to the date/s of the event/s.

Indemnity

- The Hirer agrees to indemnify the Committee against all claims for compensation in relation to the event or the hire of the facility.
- The Hirer's liability to indemnify the Committee may be reduced proportionally to the extent that any act or omission of the Committee contributed to the loss or liability.

Acts and Regulations

- The Hirer must conform to the requirements of the Health Act, Local Government Act and any Local Laws or Regulations made thereunder and shall be liable for any breach of such Acts, Local Laws or Regulations.
- Capacity: The Hirer must ensure that the facility's capacity is not exceeded (combined Dolphin and Pelican rooms: 300 standing and 250 seated; Seahorse room 50). Larger numbers require permission from the East Gippsland Shire Council and the Hirer must provide proof of additional insurance.
- The Hirer must adhere to Regulations relating to public buildings for the prevention of overcrowding and obstruction of passages, exit doors, corridors and of any part of the building.

Catering

- The facility is not available for food preparation prior to the time booked, unless special arrangements are made. Subject to the availability, permission can be given to enter one day prior to booked time.

Furniture and Fittings

- All chairs, tables and other furniture are to be cleaned and returned to their correct place of

storage unless otherwise approved by the Committee. Trolleys are provided for the purpose of moving and storing of furniture and tables. All items must be correctly fitted onto the trolleys provided. The Hirer will pay any costs for damages resulting from incorrect storage.

- As this is a shared facility a minimum of ten tables must be stored for use in the Seahorse Room, at all times.
- Tables, seating and dinner settings (crochery & cutlery) are provided for 250 people.
- Cooking equipment (pots/pans and utensils, tea towels) are not provided.
- No storage of food or other catering related items is permitted outside the booked hours.

Signage

- No notice, sign, advertisement, scenery, fittings or decorations of any kind may be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of Committee.

Decorations and Stage Fittings

- Decorations can be used in the facility provided adhesive tape or blu tack is not placed on painted surfaces, floors and walls and surfaces are left in a good condition.
- No stage property, decoration, electric lighting or items of similar nature may be brought into the building without consent of the Committee. Naked lights, e.g. candles or kerosene lamps, are not permitted. The Hirer at the end of the function must remove all such articles and property together with any catering appliances or fittings.

Alcohol

- The sale of alcohol on the premises is forbidden unless the Hirer obtains a permit from the Liquor Control Commission and such permit is provided to the Committee to make the appropriate endorsement to the booking.

Smoking

- Smoking is not permitted within the Mechanics Institute building, which includes the Dolphin, Pelican and Seahorse rooms, foyer, toilets and airlocks.

Gambling

- Gambling is not permitted in the Hall except for Bingo and equivalent games, providing an appropriate permit is obtained and permission granted by the Committee.

Gas/Electrical Appliances

- Hirers must not take any gas or electrical appliance, or large equipment or furniture (e.g. barbecue, piano) into the building unless permission has been obtained from the Committee.
- All electrical equipment used in the Hall must bear an up-to-date electrical appliance tag (tested and tagged).

Free Access

- Members of the Committee of Management and/or East Gippsland Shire Council officers reserve the right to freely access any part of the facility at all times.

Cleaning

- The Hirer is responsible for ensuring that the facility's kitchen is left in a clean and tidy condition.
- All equipment, fixtures and utensils must be left clean, put away and in good condition.
- Cleaning must be carried out by the end of the booked time or prior to 8.00am the following day if booked for a complete day.
- Brooms, mops and a vacuum cleaner are available in the kitchen cupboard nearest the exit door.
- The Hirer is requested to follow instructions, where provided, for use of electrical items.
- The dishwasher must be emptied at the conclusion of the cycle, drained and the filter cleaned.
- The Hirer will be liable for any cost incurred by the Committee in cleaning the premises resulting from the condition in which the Hirer left the premises.

Garbage

- All garbage must be removed from the premises and disposed of properly. Clean garbage bags (available in kitchen cupboard nearest to exit door) should be placed in the garbage bins.

Security

- All doors and windows must be securely closed and locked when leaving the Hall unattended and at the end of the hire period.

Damage

- Advertising, signage and decorations must not be installed by the Hirer using sticky tape, gaffer tape,

blu tack, screws, nails or similar fixings. Any damage caused by these or similar items will be repaired at the expense of the Hirer.

- Any damage to the facility, furniture or fittings must be reported to the Committee when returning the keys. Inspections will be carried out after major functions and before the return of the security deposit.

Sound System

- Under no circumstances are any outside units to be plugged into the sound system. Microphones are supplied.

Air-conditioning

- Air-conditioning must be turned off prior to leaving the premises.

Automatic Doors

- Please ensure that the external automatic doors are switched to the 'off' position prior to closing and locking.

Theft or Loss

- The Committee and the East Gippsland Shire Council will not be held liable for the loss or damage to any personal possessions of the Hirer or guests while using the Hall.

Breach, Default and Disputes

- The Committee reserves the right to expel any person/s, or to terminate the event, if one or more of the Conditions of Hire are breached. Any security deposit will be forfeited to the Committee.
- In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter or thing pertaining thereto, the decision of the Committee shall be final and conclusive.

