



COOLAMON SHIRE COUNCIL

UP TO DATE STORE HIRE POLICY

OBJECTIVE

To outline procedures and conditions for the booking and use of the Up To Date Store.

ELIGIBILITY/APPLICATION

This policy will apply to all undertakings at the Up to Date Store apart from the opening of the centre by volunteers to promote the historical significance of the Up to Date Store, general access allowed through the precinct to permanently housed collections, the use of the “old grain store” and kitchen (subject to separate lease arrangement) and the use of the centre for activities organized for and on behalf of the Coolamon Shire Council.

GENERAL

Council’s development of the Up to Date Cultural & Learning Centre, since the original purchase of the Up to Date Store in 1996, has resulted in the establishment of conference, entertainment and open space areas that can be utilized by a number of organizations for a variety of purposes.

The following programs/events are generally permitted uses of the centre, **at the General Manager’s discretion**

- Business seminars
- Education programs
- Community information nights
- Conference/Workshop programs
- Travelling exhibitions
- Music Events
- Makers space
- School based shows and exhibitions
- Private functions inc. weddings and anniversary celebrations

Specifically, Council prohibits the following events being undertaken at the centre

- 18th and 21st Birthday Parties or similar
- Youth Parties
- “Bucks” and “Hens” Nights

Users of the centre will be required to make application for hire for a specified period. This application will be assessed and upon confirmation, users will be required to sign the approved hire agreement agreeing to the terms of the hire.

STANDARD FORMS & PROCEDURE

Hire Agreement of the Up-to-Date Store, Coolamon
Hire and bond rates as set in Council’s annual Operational Plan.

REVIEW

This policy may be reviewed at any time or as required in the event of legislative changes. Unless otherwise required the policy will be reviewed at least once during a term of Council.

Version 1 Adopted: Council Meeting held 15th August 2013 (Minute No 199/08/2013)

HIRE AGREEMENT OF THE UP- TO-DATE STORE, COOLAMON

Hirer's details

Name:	
Address:	
Phone:	
Mobile:	
Email:	

Proposed Hire

Date/s & Times:	
Proposed function:	

Fees & Bond

Fees	2013-2014 (inc GST)	GST Component
Hire of Up-to-Date Store 4hr maximum	\$60.50	\$5.50
Hire of Up-to-Date Store per day	\$121.00	\$11.00
Hire of Up-to-Date Store per week (7 days)	\$550.00	\$50.00
Hire of Up-to-Date Store per fortnight	\$880.00	\$80.00
Up-to-Date Store Bond	\$350.00	\$0.00

Documentary Requirements

Public Liability Insurance Policy	Yes / No
Public Liability Insurance Policy of contractors	Yes / No
Liquor Licence	Yes / No
Risk Management Plan	Yes

I, the undersigned, understand the terms and conditions for hiring and agree to abide by them. Failure to do so may result in the bond being forfeited.

Signed:	
Date:	

Signed on behalf of the Coolamon Shire Council	
Date:	

Terms & conditions

1. Hire Process

- 1.1 Coolamon Shire Council is the administrator for the hire of the Up to Date Store
- 1.2 All groups or individuals hiring the Up-to-Date Store shall first make application in writing, signed by the responsible person and stating all required details.
- 1.3 Council reserves the right to refuse any booking
- 1.4 Council reserves the right to cancel any booking by notice in writing to the Hirer. The right will only be exercised under exceptional circumstances. Should it be necessary for Council to cancel any booking then any fees paid in advance will be refunded.

2. Fees and bonds

- 2.1 Fees for hire will be set out as per the Fee & Pricing Schedule in Council's Operational Plan and will be reviewed on an annual basis by Coolamon Shire Council.
- 2.2 Bookings in excess of 4 hours or where the event is catered will require payment of a bond as part of security against damage or for breach of any part of the agreement
- 2.3 Bond and hire charges must be paid in full one day prior to the event.
- 2.4 The bond will be returned to the hirer within two weeks of the event providing there is not damage, missing equipment, the facility is left clean and the key/s are returned.
- 2.5 The Hirer will be required to vacate the facility within the specified time. If additional time is required to set up and clean up following an event, this time must be booked and rental will be charged accordingly.

3. Insurance

- 3.1 Casual hirers of Coolamon Shire Council facilities are covered by a specific Public Liability policy. A Casual Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non profit making purposes. A casual hirer's activity may include Birthday Parties, Christenings' and Weddings.
- 3.2 Organisations/Groups must present to Council evidence of a current public liability policy with a minimum cover of \$10 million prior to approval of the application.
- 3.3 If the Hirer's activities are auspiced by another organisation, evidence will be required substantiating that the auspicing organisation has consented to the hire and that the event is noted on the auspicing organisation's public liability policy
- 3.4 All contractors working on behalf of the organiser in any capacity will provide the hirer a copy of their current public liability policy (minimum cover \$20 million) prior to engaging in any activity in the facility. **It is the responsibility of the hirer to ensure that a copy of the policy is attached to the application.**

4. General

- 4.1 Smoking is not permitted anywhere inside Council owned facilities.
- 4.2 Animals (with the exception of assistance animals) are not permitted to enter the facility.
- 4.3 All children present must be under adult supervision at all times.
- 4.4 The hirer will ensure that adequate provisions are made to control the behaviour of patrons attending the function. This provision includes the behaviour of patrons when leaving the venue with consideration shown to neighbouring residents. It is generally accepted that the premises will be vacated by 2.00am
- 4.5 Complaints of excessive noise or unruly behaviour may render the hirer or associated organisation unacceptable to utilise Council Facilities for future functions.
- 4.6 The hirer shall comply with all relevant Local, State and Federal, Laws, Acts, Legislation and Regulations.
- 4.7 Any injuries to persons or damages to property sustained during the period of hire must be reported to Coolamon Shire Council as soon as is practicable.
- 4.8 The Hirer will leave the Premises in a clean and tidy condition and will be responsible to compensate the Council for any damage or loss suffered during the hired period. The Hirer shall not, at any stage, use nails, tacks or any other material that will damage the fabric of the building. Any bond paid in association with the hire will be used to offset the costs of

rectifying damage or cleaning in the first instance and when costs exceed the bond, the hirer will be issued with an invoice.

- 4.9 Access to the Store will be achieved with the issue of a key available from the Co-ordinator or from Council's offices. The key will be the responsibility of the person that it is issued to and must be returned by the first working day after the event. In the event that the key is lost, the hirer agrees that they shall be fully responsible for all costs incurred by Council for any changes or replacement.
- 4.10 The Hirer will be responsible for providing a copy of a Liquor Licence where the event involves the sale of alcohol.
- 4.11 All events will require the lodgement of a Risk Management Plan. Further information relating to the Risk Management Plan requirements can be obtained from Council's Risk and Human Resources Manager.