

THE LEFCADIAN BROTHERHOOD 'LEFCADA'

ΛΕΥΚΑΔΙΑΚΗ ΑΔΕΛΦΟΤΗΤΑ 'ΛΕΥΚΑΔΑ'

Established 1942 – Έτος ιδρύσεως 1942

ACN 004 642 120 – ABN 76 004 642 120

www.lefkadianbrotherhood.net

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LEFCADIAN BROTHERHOOD "LEFCADA" HALL HIRE APPLICATION 124 BELL STREET COBURG

Please complete all relevant information

CONTACT DETAILS

Applicants Name: _____

Organisation Name: _____ Position: _____

Phone Number: B/H _____ A/H _____ MBL _____

Fax Number: _____ Email: _____

Postal Address: _____

Postcode: _____

Alternative Contact: Name: _____ Phone/Mobile: _____

HIRE DETAILS

Day & Date/s of Hire: _____

Time of Hire Set Up: From _____ To _____

Time of Function From _____ To _____

Purpose of Hire: _____

Number of people attending: _____ Standard Hiring Fee : \$ _____ GST Inclusive

Bond*: \$ _____ (To be paid on collection of keys – credit card payment only)

Min 20% Booking Deposit: \$ _____ Balance of Hiring Fee: \$ _____

(To be paid a minimum of 10 working days prior to hiring date.)



CONDITIONS OF HIRE

1. General Conditions of Hire

- 1.1. The right to use Brotherhood Hall is subject to the Facility Manager/Booking Officer receiving a completed Hire Agreement Form, signed by the proposed Hirer, agreeing to comply with the Conditions of Hire. Where the Hirer is a community organisation or group the Hire Agreement Form must be signed by a duly authorised member. Where a person signs the Hire Agreement Form on behalf of the Hirer, the person signing the Hire Agreement Form:
 - Warrants that he or she is authorised to sign the Hire Agreement Form on behalf of the Hirer;
 - Guarantees that the Hirer will strictly observe and perform the obligations outlined in the Conditions of Hire; and
 - Agrees to pay to the Facility Manager/Booking Officer on demand, money for any loss suffered by The Brotherhood due to a breach of the conditions by the Hirer.
- 1.2. The hire of The Brotherhood facilities by the community is strictly in accordance with The Brotherhood's Hall Hire Policy and the Conditions of Hire herein and does not deem to provide any lasting rights of possession or other tenure over the facility to the Hirer, or confer on the Hirer the rights to exclusive possession or right to sub-let the facility in any manner.
- 1.3. The Hirer shall be entitled to use only those areas in the facility requested and approved by the Facility Manager/Booking Officer for the purpose and between the hours specified in the Hire Agreement Form. Any use beyond those times may be subject to an additional fee and requires prior approval.
- 1.4. The Hirer must comply with all requirements and directions given by The Brotherhood Officers and/or the Facility Manager/Booking Officer when using the facility and The Brotherhood Officers and/or Facility Managers may enter and remain in the facility at any time.
- 1.5. Hirers cannot be under 18 years of age. Functions involving persons under the age of 18 years must have the Hire Agreement Form signed by a parent/guardian who will be supervising the meeting/function/party. The person signing the Hire Agreement Form is subject to the General conditions of hire. Functions for the approved purpose of teenage and 21st birthday parties must be supported by a completed Party Safe Registration Form (Victoria Police) and must provide evidence of the engagement of accredited security as a condition of hire.

2. Indemnity

- 2.1. The Hirer uses the facility at the Hirer's own risk and releases The Brotherhood and the Facility Manager/Booking Officer to the extent permitted by law, against all liability and loss in connection with the facility, including where The Brotherhood or the Facility Manager/Booking Officer terminates the hiring of the facility for any reason whatsoever.
- 2.2. The Hirer expressly indemnifies The Brotherhood and the Facility Manager/Booking Officer against all loss and liability in connection with the Hirer's use of the facility including, any damage caused to the facility or any loss, injury or death to any person in or about the facility, except to the extent to which The Brotherhood or Facility Manager/Booking Officer is negligent.

3. Bond Payments

- 3.1. A bond must be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning undertaken by The Brotherhood or the Facility Manager resulting from the Hirer's use of the premises.
- 3.2. Bond amounts must be paid in full prior to the hire date.
- 3.3. The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage/cleaning.
- 3.4. If there is no breach of the conditions of usage, the bond will be refunded in full within a maximum of 21 working days post hire date.
- 3.5. The Facility Manager/Booking Officer will have discretion as to whether any part of the bond is returned to the Hirer should a breach occur. Breaches will be clearly outlined and costed in writing.
- 3.6. If the hirer wishes to dispute the decision to retain part or all of the bond, the hirer is required to make written request to the applicable The Brotherhood Facility Manager to have the matter investigated.

4. Insurance

- 4.1. All Hirer's are encouraged to take out their own Public Liability Insurance at their cost for any single event for the sum of \$20 Million. A separate insurance cover should be taken out for each hire purpose.
- 4.2. The Brotherhood may at its discretion require as a condition of Hire, that the Hirer first take out its own public liability insurance at the Hirer's cost on such terms and conditions as required by the Brotherhood.

5. Restrictions

The Hirer must not:

- 5.1. Affix any signs or notices in the interior or exterior of the facility without The Brotherhood or the Facility Managers/Booking Officers prior written consent;
- 5.2. bring any heavy equipment or flammable substances into the facility;
- 5.3. bring a piano into the facility without the prior written approval of The Brotherhood or the Facility Manager/Booking Officer;
- 5.4. use tacks, nails or staples in setting up decorations;
- 5.5. permit any animals to be brought into the facility other than an assistance animal.
- 5.6. use candles, sparklers, kerosene lamps and devices, such as smoke machines, in the facility or its immediate surrounds;

- 5.7. use stage props, electrical lighting or articles of a similar nature without the written consent of the Facility Manager/Booking Officer. All such articles shall be removed by the Hirer at the end of the hire period. Any costs incurred by The Brotherhood or the Facility Manager/Booking Officer in removing such articles shall be recoverable and deducted from the Hirer's bond.
- 5.8. use any electrical appliance, unless it has been tested and tagged by a qualified tester within 12 months of use.
- 6. Noise and offensive behaviour**
Hirers must ensure that the level of sound coming from a The Brotherhood facility does not reach a level where it would interfere with the residents of surrounding properties, and does not exceed EPA guidelines. Where a party/function is being held, amplified music is not permitted within the following times:
- Mondays – Thursdays before 7am or after 10pm
 - Fridays - before 7am or after 11pm
 - Saturdays and Public Holidays - before 9am or after 11pm
 - Sundays - before 9am or after 10pm
- 7. Resident privacy**
Hirers must respect local resident's right to privacy. This means that resident's property must not be damaged, altered or trespassed upon. This includes buildings, vehicles, gardens and fences. If damage should occur during the course of usage, Hirers must immediately try to contact the resident concerned and arrange for the items replacement or repair. Should a resident not be contactable, please contact Facility Manager for further assistance.
- 8. Smoking and Alcohol**
- 8.1. Smoking is prohibited in the Brotherhood Hall.
- 8.2. Alcohol Sale and Supply**
- 8.2.1 **The Hirer is strictly prohibited from selling alcohol on the premises under any circumstances.**
- 8.2.2 If the Hirer intends to supply alcohol (whether free of charge or otherwise) during the hire period, the Hirer must first obtain a Temporary Limited Liquor Licence from the Victorian Liquor Commission. Applications must be made via the official Victorian Government website at **least 8 weeks** before the event: <https://www.vic.gov.au/apply-temporary-limited-liquor-licence>.
- 8.2.3 Evidence of the approved licence must be provided to the Facility Manager/Booking Officer no later than 7 days prior to the event.
- 8.2.4 Failure to comply with this condition may result in immediate termination of the hire agreement and forfeiture of any bond or fees paid.
- 8.2.5 The Hirer shall pay any fine and indemnify the Brotherhood for any loss arising from any breach of this clause and this agreement generally.
- 9. Food Safety**
- 9.1. The Hirer must comply with all relevant provisions of the Food Act 1984, and 2011 state-wide registration and notification scheme for temporary and mobile food premises. All Hirers selling food are required to obtain a Food Handling Permit.
- 9.2. Commercial caterers and/or commercial food vendors must provide evidence of Registration & Public Liability Insurance Certificate of Currency to both the Hirer and The Brotherhood's Public Health Unit.
- 10. Safety Procedures**
- 10.1. The Hirer is responsible for documenting any/all incidents and accidents that occur in association with the hire of the facility. Completed Incident/ Accident Report Forms must be submitted to The Brotherhood/Facility Manager at the time of the post-hire inspection.
- 10.2. It is the responsibility of the Hirer to ensure the Hirer representative who will be present throughout the duration of the booking, has undertaken is aware of evacuation procedures, emergency exits and equipment and emergency assembly points.
- 11. Key Return**
- 11.1 The Hirer must return all facility keys at the time of the Post- Hire Inspection with the Facility Manager/Booking Officer and sign the keys back in on the Key Register.
- 11.2 The responsible Hirer will be charged the full costs associated with re-keying the whole facility in the event of any keys being misplaced, stolen or other events that will compromise the security of the facility.
- 11.3 **Under no circumstances are keys to be loaned to any organisation, or person without The Brotherhood's prior permission.**
- 12. House Keeping**
- 12.1 All Hirer's are responsible for setting up and packing up the facility. Time should be allocated within the hire period for set up /pack up.
- 12.2 The facility must be restored to its original layout as identified at the Pre-Hire Inspection and Induction Meeting.
- 12.3 The Hirer is responsible for ensuring the facility is left in a clean and tidy condition. All rubbish, refuse and waste must be placed in the outside rubbish bins provided. Any excess rubbish, refuse and waste must be removed from the site and disposed of by the Hirer in a responsible manner. Floors must be left clean and wet mopping may be required. Any cost incurred by The Brotherhood/Facility Manager in cleaning the facility shall be recoverable and deducted from the Hirer's bond. The Brotherhood/Facility Manager will notify the Hirer prior to undertaking the work.
- 12.4 The Hirer must ensure that all lights and electrical appliances, including heating and cooling are switched off before vacating the facility and are not used unnecessarily.

- 12.5 The Hirer must ensure that all windows, doors and points of entry are properly locked/secured when vacating the facility.
- 12.6 The Brotherhood does not insure any property or belongings of the Hirer or any other person. Hirers may wish to insure (at their own cost) any property utilised at the facility against all risk.
- 12.7 The Brotherhood/Facility Manager shall not be liable for any loss or damage sustained by the Hirer or any person entrusted to or supply any article or thing to the Hirer by reason of any such article or article being lost, damaged or stolen. The Hirer will indemnify The Brotherhood/Facility Manager against any claim in respect of such article or thing.

13. Cancellations and refunds

- 13.1 **CANCELLATION BY HIRER:** The hirer may cancel a booking. Written notification of cancellations must be received **28 days prior** to the booking date or full fees shall apply. If cancelled before 14 days prior to the event by the Hirer, the Brotherhood may issue a refund of any deposit paid by the Hirer at the sole discretion of the Brotherhood.
- 13.2 **CANCELLATION BY THE BROTHERHOOD:** The Brotherhood may cancel any booking when the facility is required for Brotherhood functions, due to a national or regional emergency (such as a Covid 19 Lockdown) or for any other reason at the discretion of the Brotherhood (such as the facility requiring urgent repairs) even when these conditions of hire may have been accepted and signed and the hire fee or deposit is paid. It is a condition of hire that the Hirer agrees to accept the Brotherhood's right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation. The Hirer will be entitled to a refund if the booking is cancelled by the Brotherhood through no fault of the Hirer.

ACKNOWLEDGEMENT

In making this Application I expressly acknowledge and agree that:

1. I have fully read and understand the Brotherhood Hall Hire Agreement;
2. Where the hirer is a company or incorporated association, I am authorized to sign this Agreement on the Hirer's behalf;
3. I am over the age of 18 years;
4. I and anyone I invite or allow to be on or use the Community Facility will fully comply with all of the requirements of the Conditions for Hire;
5. I will properly communicate the requirements of the Brotherhood Hall Hire Agreement. Conditions for hire to all persons mentioned in point 4 above and will generally ensure The Brotherhood's/Facility Manager's requirements are fully observed and complied with;
6. In creating this Agreement The Brotherhood/Facility Manager it does so in good faith relying upon the information contained in the Hire Application and any additional information provided by the Hirer entering into this Agreement;
7. This Acceptance for Hire Agreement is formed, in order of precedence, by any special conditions of use The Brotherhood/Facility Manager may impose in writing, the (and any documents referred to therein) and the Hirer's Application;
8. I have been provided with adequate opportunity to seek legal or other advice in relation to the Brotherhood Hall Hiring Policy and this Agreement;
9. In accepting this Agreement I will, in accordance with the Brotherhood Hall Hiring Policy without derogating from any other obligations of the Hirer, under the Brotherhood Hall Hiring Policy -
 - a. indemnify The Brotherhood/Facility Manager against and hold The Brotherhood/Facility Manager harmless from any and all claims in relation to the hire of the Brotherhood Hall, where applicable within the provision of the Brotherhood Hall Hiring Policy and any relevant Acts, Legislation or documentation.
 - b. put in place and maintain the insurance arrangements required by The Brotherhood for the whole period of hire in accordance with item 4 of the Brotherhood Hall Conditions of Hire; and
 - c. promptly pay all Fees and Charges in accordance with Clause 13 of the Brotherhood Hall Conditions of Hire and to pay on demand any additional money properly claimed by The Brotherhood/Facility Manager under the Brotherhood Hall Hiring Policy.
10. Adjustments to this Agreement without prior consent from The Brotherhood/Facility Manager will deem this Agreement invalid.
11. Bookings are not confirmed until payment has been processed and funds have cleared, and this agreement has been signed by both the Applicant and an authorised representative of the Brotherhood.
12. **Privacy Collection Statement:** The Brotherhood/Facility Manager is collecting the information on this Agreement for the purpose of registering and administering your application. The information will not otherwise be disclosed except as required by law. In particular, the information will not be disclosed to others for marketing purposes. If you fail to sign and return this Agreement your booking will not be confirmed.

IMPORTANT!

- Persons signing this agreement must be over the age of 18 years and must be a member of the Lefkadian Brotherhood.
- If the hire is for an event where the majority of attendees are under 18 years of age (such as an 18th birthday or youth function), the agreement must be signed by an adult, and the signature must be witnessed by a member of the Brotherhood or Facility staff.
- The Brotherhood reserves the right to have a committee member present during any function. Furthermore, the Brotherhood may impose additional conditions at its discretion, including but not limited to requiring the Hirer to provide professional security for the duration of the event as a condition of hire.

This agreement is not binding unless it is signed by the applicant and witnessed, and signed by an authorised representative of the Lefkadian Brotherhood.

Applicant's signature:

Signed:		Date:	
Print Name:			
Witness Signed:		Date:	
Print Name:			

Please return Signed Agreement together with copy of EFT receipt to:

The Secretary
George Konidaris
Lefcadian Brotherhood "Lefcada"
Email: george.konidaris.lb@gmail.com
And Copy to Alexandradaglas.lb@gmail.com

Bank Account Details
Reference: Name and Date of Booking
BSB: 013381
Account: 301244121

Brotherhood Signature:

Signed:		Date:	
Print Name:			
Position:			

Special Conditions

- (a) _____
- (b) _____
- (c) _____
- (d) _____
- (e) _____