



Box Hill Athletics Centre

Management Committee Inc



Barwon Street, Box Hill Vic. 3128
PO Box 247, Box Hill, Vic 3128

PAVILION (Olden Room) – CONDITIONS OF HIRE

Inspection of rooms is by appointment only.

To make an appointment, please contact the Ground Booking Manager:-

Leanne Bertacco on 0414 366 829 or boxhilltrackhire@gmail.com

1. APPLICATION FOR HIRE

An application for hire of the room must be completed, signed and forwarded to the Club. After signing the **Application for Hire** form, the Hirer agrees to comply with the **Conditions of Hire**.

Please note that you will be agreeing to the Conditions of Hire for all members of your group and we would suggest that you make all members aware of the said Conditions.

2. BOOKINGS

Advance bookings are required to ensure that the room is available. Bookings should be made as early as possible. Alterations must be reported to the Ground Manager immediately. Payment is requested upon the receipt of an invoice and must be paid within 30 days. **Full payment will be charged if cancellations for bookings are received less than 7 days prior to booking/s.**

3. PUBLIC LIABILITY INSURANCE

All Hirers should obtain a Public Liability Insurance Policy. Attach a copy of your current Policy to your application.

4. ADHERANCE TO HIRE TIMES

The Hirer is to adhere to the start and finish times for hire as booked. Hire times must include setting up and packing/cleaning up. If the function starts early or finishes late, the Hirer will be obliged to pay an additional fee for the time used in excess of the hire times. Spaces hired and common areas used must be packed up and left in a clean and tidy condition or the Hirer will then be liable for any additional time worked by Manager/Cleaner at applicable rates. If the space/s is not vacated by the stated time the Hirer shall pay:

- (a) Standard rates, plus 50%, as specified in Venue Hire Rates for additional hire.
- (b) Standard rates for additional time worked by Manager/Cleaner

5. LIMIT OF HIRING

The Hirer shall only be entitled to the use of the particular part/s of the building hired. Management reserves the right to let any other portion of the building and grounds at the same time. Under no circumstances, except by invitation, are members of a group permitted to disturb other groups/individuals using the facility.

6. DAMAGE TO PROPERTY

The fittings and fixtures of the Club Rooms must not be broken, pierced by nails or screws or in any other way damaged. The Hirer will be liable for any costs incurred by the Box Hill Athletic Club in repairing, making good any damage and any non-routine cleaning of the Club Rooms, its fixtures, fittings and any equipment contained therein. The Hirer must replace any Box Hill Athletic Club property, which is deemed by Management to be damaged beyond reasonable repair. In the event that the Club Rooms, or any curtains, floors, fittings, furniture or equipment, is damaged to such an extent that it affects another Hirer's use of the facility or requires a booking to be cancelled, the Hirer will be liable for all costs and losses incurred by the Box Hill Athletic Club (including the costs of repairing such damage), refunds of deposits, hiring fees and other loss of revenue. No notice, sign, advertisement, scenery fittings or decorations of any kind may be erected without prior consent of Management. (including the costs of repairing such damage), refunds of deposits, hiring fees and other loss of revenue. No notice, sign, advertisement, scenery fittings or decorations of any kind may be erected without prior consent of Management.

7. FREE ACCESS

Box Hill Athletic Club Committee Members and other authorised officers, officials or attendants, shall at all times, be entitled to free access to any and every part of the building/grounds.

8. GOOD ORDER

The Hirer is responsible for the full observance of public decency whilst at the Ground. The Hirer should not allow any activity or lewd behaviour, which could offend standards of public decency. Standards of public decency will be deemed to be offended, if the elements of an offence under Section 17 of the Summary Offences Act exist. The Hirer must observe any directions or instructions given by authorised Box Hill Athletic Club Officers or representatives. No spitting, obscene or insulting language or disorderly behaviour, shall be permitted in any part of the Club Rooms and Management reserves the right to refuse admission to any person/s or to remove from the Ground, any person/s doing such things as are prohibited by this clause.

9. SUPERVISION OF GROUPS

Groups with members who have a disability should be supervised at all times. Instructors are reminded that they have a "duty of care" to their clients and should be aware of their clients' locations within the Club Rooms at all times. A responsible adult must supervise children at all times. Children are not allowed to run or play anywhere within the Club Rooms.

10. CLEANING

The Hirer shall leave the Club Rooms in a clean and tidy condition and shall immediately remove all rubbish, refuse and waste matter prior to or at vacation time. Hirers must remove from the property, rubbish in excess of one 240L rubbish bin. If the Hirer fails to comply, the Club will arrange for cleaning and removal of any waste matter and the Hirer will be liable for any costs involved. Additional cleaning charges may also be incurred by the Hirer should this be deemed appropriate by the Management. Floors that have been soiled must be swept and mopped as necessary at the conclusion of sessions. Cleaning equipment is available for you to use. Cleaning responsibilities apply to spaces hired and common areas used. In the interest of the safety of all patrons, confetti or rice is not permitted in the Ground under any circumstances.

11. PROTECTION OF FLOORS

Management request Hirers take care and not drag chairs and tables across the floors. Hirers found in breach will be liable for re-surfacing costs. Management may issue directions for the protection of floors, which Hirers are expected to comply with. Upon request, Hirers or Caterers may, at the discretion of Management, bring into the Club Rooms ice or like material, provided it is enclosed in leak proof containers.

12. FURNITURE

Hirers are required to set-up and stack away furniture as needed and where directed. Any "borrowed" furnishings or equipment must be returned to their rightful place following each use. If furniture is not stacked how and where directed, then the Hirer will be liable to a standard rate for additional time worked by Management to re-stack furniture or return furniture to its rightful place.

13. LIQUOR

If the Hirer intends to sell any liquor in the Club Rooms/Grounds, the Hirer must obtain the appropriate permit from the Liquor Licensing Commission. A copy of this permit must be produced if requested by an officer of the Box Hill Athletic Club. Liquor in kegs or barrels is prohibited, only canned or bottled liquor is permitted. At the end of the function, the Hirer must remove all bottles and cans, where alcohol is served.

14. SECURITY

Management, at their discretion, may direct the Hirer to ensure the attendance of Police, Fire Brigade, and Security Staff or registered Crowd Controllers at their function. The Hirer shall be responsible for any costs involved in such attendance. In the case of Security Staff and registered and licensed Crowd Controllers, the number of personnel required will be decided by Management having regard to the nature of the function. If Security Staff or Crowd Controllers are required, they must be in attendance at the Club Rooms from commencement to the end of the function. If the Hirer fails to adhere to these Conditions, Management has the right to cancel the function.

15. OBSTRUCTIONS

The Hirer shall comply in every respect with regulations under all relevant Acts with regards to public buildings for the prevention of overcrowding and the obstruction of passages, corridors, external walkways and disabled access. Any person causing an offence against such regulations shall be asked to leave the Ground by Local Laws Officers or Box Hill Athletic Club Officers. If a Local Law has been breached, the Hirer will be liable.

16. OPEN FLAME LAMPS, FIREWORKS & PYROTECHNIC DEVICES

No open flame (including candles), kerosene or spirit type lamps shall be used in any part of the Club Rooms. Box Hill Athletic Club Management will be the sole arbiter regarding this matter. No fireworks, pyrotechnic devices or any like material is permitted within the Grounds under any circumstances.

17. ADVERTISING NOTICES

No signs, notices or the like can be displayed outside the Grounds or its precincts without the prior consent of Management, and if necessary, The City of Whitehorse.

18. ANIMALS

No animals shall be allowed in the Club Rooms without the written consent of Management, who may impose conditions as they see fit. This Condition does not apply to guide dogs under the control of visually impaired persons.

19. EXCESSIVE NOISE

The Hirer shall not allow any activity to occur which could result in complaints being directed to the Club for excessive noise. In the case of activity outside the building where sound amplification systems are used, the Hirer shall ensure that any loud speakers will be placed in such a position so as to direct the sound away from nearby residential properties. The sound level shall be kept below the EPA recommended measurement for the particular time of day or night and in accordance with Local Laws. Any such complaints or fines will be the Hirer's responsibility. All amplified noise must be switched off at 10.00pm Sundays – Thursdays (including Public Holidays), and 11.00pm Fridays and Saturdays.

20. SMOKING

Smoking is prohibited within the Club Rooms and will incur a fine.

21. THEFT

Neither the Box Hill Athletic Club, its officers, or officials, shall be liable for any loss or damage sustained by the Hirer. Nor is Box Hill Athletic Club personnel liable for the loss, damage or theft of articles entrusted to the Hirer whilst at the facility. The Hirer hereby indemnifies Box Hill Athletic Club personnel against any claim by any such person, firm or corporation in respect of such article/s.

22. GAMBLING

No game of chance or any other operation, which does not comply with the laws for the time being in force, shall take place in any part of the Ground or Club Rooms.

23. SPRUICKING

Calling out loud or spruicking in relation to any entertainment or engagement shall not be permitted inside or outside the building, unless prior permission has been obtained from Management.

24. VARIATIONS IN CHARGES

The Box Hill Athletic Club reserves the right to vary the fees and charges as set out in Venue Hire Rates attached to these conditions at any time without notice.

25. DISPUTES

In the event of any dispute or differences arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of Management shall thereon be final and conclusive.

26. SECURITY BOND

The Hirer shall pay a security bond as defined in the attached Venue Hire Rates schedule prior to the date of hire of the venue. The security bond shall be returned to the Hirer after completion the hire and receipt of all hire fees owed by the hirer. The Box Hill Athletic Club reserves the right to deduct, from the bond, any costs for cleaning or repairs required as a result of the Hirer not adhering to the above Conditions.

PLEASE NOTE: Bookings will not be accepted from groups/individuals whose attendees or activities may cause nuisance or disturbance to residents and surrounding neighbourhood.



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Regular Hire	By negotiation & subject to availability
Casual Hire	\$90 per hour

Function / Party

Standard Rate	\$300 (max 6 hours)
Box Hill Athletic Club Member **	\$150 (max 6 hours)
Box Hill Little Athletic Club Member **	\$150 (max 6 hours)

** Includes Life Members & fully paid up members of the Box Hill Athletic Club & Parents of Box Hill Little Athletics Centre registered athletes

NOTE: A bond may be applicable

As the Venue is situated in a residential neighbourhood, bookings are required to end at 11.30pm. All loud noise must cease at 10.00pm, in accordance with Local Laws.

The Box Hill Athletics Centre Management Committee reserves the right to review fees and charges, to have discretionary powers over access and to set any special conditions it sees appropriate.

