

# HALL HIRING CONDITIONS

Version 24.3.26

## Ferny Creek Recreation Reserve – Hall Hire Agreement & Conditions

### FERNY CREEK RECREATION RESERVE INC.

*(A Victorian Government Crown Land Reserve managed by a volunteer Committee of Management)*

ABN: 55 350 893 811 |

Website: [www.fernycreekrecreationreserve.com.au](http://www.fernycreekrecreationreserve.com.au)

**1. CAPACITY** The guideline capacity of the Hall is 200 people.

### 2. HIRE FEES AND PAYMENTS

- **Single Day Hire (9:00 AM – 1:00 AM):** \$650.
- **Security Bond:** \$500.
- **Deposit to Secure Booking:** A non-refundable deposit of \$300 must be paid within 7 days of booking.
- **Balance & Bond Due:** Full payment of the hire fee and Security Bond must be received at least 2 weeks prior to the event. Cancellation within 2 weeks of the event results in the loss of full payment.
- **Additional Fees (Optional):** Day-before preparation (\$300/day), extension of clean-up until noon the following day (\$100), outside area for ceremony (\$200), rubbish removal (\$35 per 240lt bin).
- **Security Bond Return:** The Security Bond will be returned in full within 14 days, provided all conditions have been fully complied with.

### 3. ACCESS, CURFEW, AND NOISE

- **Curfew:** Music must strictly cease by 11:30 PM. The gates must be locked, and the site fully vacated by 1:00 AM. No persons are permitted in the Hall or grounds overnight.
- **Noise Control (EPA Act):** Due to the proximity of neighbours, the double doors opposite the kitchen must be kept closed at all times when music is playing. Committee members are empowered to require the Hirer to reduce noise levels if excessive. Failure to maintain acceptable noise levels may result in the total loss of the Security Bond, particularly if police are called.

### 4. VENUE USE, FURNITURE, AND DECORATIONS

- **Decorations:** Hirers are welcome to decorate the hall but all decorations must be removed at the conclusion of the event. Nails, screws, staples, adhesive tape or Blu-

Tack are not to be used. Only cable ties and existing hooks may be used. Under NO circumstances can open flame candles be used.

- **Outdoor Furniture Use:** Only the provided plastic chairs may be taken outside during any hire period. The Hirer is fully responsible for ensuring these chairs are wiped down and thoroughly cleaned before being returned inside.
- **Food Trucks vs. Outdoor Dining:** Commercial food trucks are permitted to park and serve guests outside. However, setting up formal outdoor dining areas, tables, or reception spaces is strictly prohibited.

**5. EMERGENCY, SEVERE WEATHER, AND POWER OUTAGES** The safety of patrons is the Committee's primary concern.

- **Catastrophic Fire Danger:** If a **Catastrophic Fire Danger Rating** is declared for the Central Fire District on the date of hire, the Committee highly recommends that the Hirer cancels their booking and does not proceed with the event. If the Hirer chooses to cancel under this Emergency rating, they will receive a full refund of their hire fee and Security Bond.
- **Total Fire Ban (TFB):** If a Total Fire Ban is declared, the event may proceed, but strict conditions apply: No solid fuel barbecues/spits are permitted, commercial food vans must comply with CFA TFB guidelines, and smoking is completely prohibited on the Reserve grounds.
- **Power Outages & Generators:** The Hall relies on mains power. Hirers are strictly prohibited from bringing or operating portable generators for backup lighting or power.
- **Refunds for Emergencies:** If the Hirer cancels a booking under this emergency clause, the Hirer receives a full refund of hire fees and the Security Bond. The Committee accepts no liability for secondary costs (e.g., catering, entertainment).

**6. CLEANING AND DEPARTURE** The hall must be left in a clean and tidy condition to the satisfaction of the Committee of Management. The Hirer must:

- Thoroughly sweep the hall and porch.
- Mop all vinyl flooring (Kitchen, Toilets, Entry).
- Clean all appliances (Stove top, Oven, Pie warmer, Refrigerator, Microwave, Benches & Sink).
- Empty the urns and replace them under the bench. Shake and clean all entry mats.
- Replace furniture neatly in the back room.
- Remove all rubbish, including from toilet bins.
- Crockery, Cutlery and napery are not provided.

**7. SERVICE OF ALCOHOL** The sale or provision of alcohol at the facility must strictly comply with Victorian liquor laws. If the Hirer intends to sell alcohol, or if the event requires a liquor licence under the *Liquor Control Reform Act 1998*, the Hirer must obtain the appropriate licence and provide a copy to the Booking Officer prior to the event. Under no circumstances is alcohol to be supplied to persons under 18 years of age.

**8. SMOKING POLICY** Ferny Creek Recreation Reserve buildings are strictly smoke-free environments. In accordance with Victorian law, smoking is legally banned within **4 metres** of any pedestrian entrance to or exit from the venue, and within **10 metres** of the children's playground. Due to the severe bushfire risk in the Reserve, any smoking outside must be

strictly confined to the paved/gravel areas, and all cigarette butts must be fully extinguished and disposed of safely.

**9. THIRD-PARTY CONTRACTORS (INSURANCE)** If the Hirer contracts any product or service provided by a business (e.g., food vans, professional caterers, DJ/Entertainment, cool room, furniture, etc.), it is the Hirer's responsibility to ensure that every contractor holds their own current Public Liability Insurance.

- **Important Note for Large Events:** A main event hirer's Public Liability Insurance does NOT cover independent third-party businesses. A copy of each individual contractor's Certificate of Currency must be collected and provided to the Booking Officer prior to the event. The Committee reserves the right to refuse entry to any vendor who cannot provide proof of insurance.

**10. LIABILITY AND AGREEMENT** The Hirer must accept responsibility for any claim for damage to property or injury to persons which arise from their use and occupation of the Venue. The Committee of Management will not be held liable. Payment of the deposit signifies agreement to all conditions of hire.