

Ferny Creek Recreation Reserve – Log Cabin Hire Agreement & Conditions

FERNY CREEK RECREATION RESERVE INC. *(A Victorian Government Crown Land Reserve managed by a volunteer Committee of Management)*

1. HIRE FEES AND PAYMENTS

- **Single Day Cabin Hire (9:00 AM – 6:00 PM / 7:00 PM during daylight savings):** \$180.
- **Security Bond:** \$110.
- **Balance & Bond Due:** Full payment of the hire fee and Security Bond must be received at least 2 weeks prior to the event.
- **Additional Fees:** Rubbish removal is available at \$35 per 240lt bin.
- **Security Bond Return:** Non-compliance with ALL conditions may result in full or partial loss of the Security Bond.

2. ACCESS AND CURFEW

- **Curfew:** For health and safety reasons, the heritage-listed Log Cabin (circa 1925) is not available after 6:00 PM (or 7:00 PM during daylight savings).

3. VENUE USE, DECORATIONS, AND FIREPLACE

- **Decorations:** Hirers are welcome to decorate the cabin, but all decorations must be removed at the conclusion of the event. Under NO circumstances can nails, screws, pins, or staples be used. Only cable ties and the existing hooks may be used.
- **Fireplace Safety & Supervision:** Firewood is not provided; all supplies must be provided by the hirer. **Children must be always closely supervised by a responsible adult when in the vicinity of the active fire.** Upon departure, the fire must be left safe, and the provided metal fireguard must be placed fully and securely across the front of the fireplace.

4. 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 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, the indoor fireplace cannot be used under any circumstances to prevent chimney spark ignition, commercial food vans must comply with CFA TFB guidelines, and smoking is completely prohibited on the Reserve grounds.
- **Power Outages & Generators:** The Log Cabin relies on mains power. Portable generators brought by the Hirer are strictly prohibited inside or attached to the Cabin.

- **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).

5. CLEANING AND DEPARTURE The Log Cabin must be left in a clean and tidy condition to the satisfaction of the Committee of Management. The Hirer must:

- Thoroughly sweep the floor and porch.
- Clean the sink and empty the urn.
- Ensure the fire is left safe with the fireguard fully across the fireplace.
- Remove all rubbish and take it away, unless a 240lt bin has been requested and paid for.

6. 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, 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.

7. 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.

8. THIRD-PARTY CONTRACTORS (INSURANCE) If the Hirer contracts any product or service provided by a business (e.g., food vans, entertainers, etc.), it is the Hirer's responsibility to ensure that every contractor holds their own current Public Liability Insurance. 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.

9. 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. Payment of the fees signifies full agreement to these conditions.