**Hire Form: Euroa Community Cinema**

The Euroa Community Cinema is a Strathbogie Shire Council managed program which is overseen by an operating committee made up of council staff and local volunteers. The cinema can be hired by members of the public and community groups to host a wide variety of events such as fundraisers, forums or concerts.

**What to consider when requesting to hire the cinema:**

* Events cannot be held during normal cinema operating hours
(Saturday evenings, Sunday afternoons or the first Friday evening of the month)
* The cinema has the capacity to seat 247 people.
* The fee for hiring the cinema hall is $205, with an additional fee of $50 for the stage to be used. If you would like the Strathbogie Shire Council to consider waiving the fee, this request needs to be made in writing and submitted with your cinema hire form. Please be mindful there is a limit on the amount of waivers that can be approved each financial year.
* As the Euroa Community Cinema is a commercial cinema, there is a fee incurred for the rights to screen a movie, even if this movie is a DVD. **This cost cannot be waived.**These fees are set by film companies and usually calculated on takings, for example, a common term of hire is 35% of takings, with a minimum of $300. This means the fee would be $300 unless 35% of your takings are over $300 – if your takings were $1000 then the fee would be $350. The Euroa Community Cinema has no control over this fee, but an estimated fee can be provided when a movie is selected.
* The request to hire the cinema will be discussed with the operating committee, which meets every second month, therefore it is best to get your request in early.
* Please check the Euroa Community Cinema’s upcoming movies. We recommend you choose a movie that hasn’t already been screened at the cinema, but if you would like a movie that is scheduled to be played at the cinema, your fundraiser must be after the public screening.

**What is required prior to the event?**

* Advise us if the kiosk is to be open for your event. The kiosk is staffed by Cinema volunteers with all profits going back to the Euroa Community Cinema. Alternatively, tables can be set up in the foyer for your own kiosk items to be sold but you will need to seek advice from the Envrionmental Health Officer whether a permit is required.
* Please consider how tickets will be sold – prior to the event and/or at the door. Generally fundraisers do better when tickets are sold prior to the event.
* The movie fundraiser will be advertised on the Euroa Community Cinema monthly flyers and Facebook page, the Strathbogie Shire Council website, the Euroa Gazette and the Nagambie Community Voice. Additional advertising is the responsibility of the hirer.

**What is required at the event?**

* The hirer is required to report the number of patrons attending the movie and the takings made, as this is used to calculate fees and for auditing purposes
* The hirer is expected to arrive at the event at least 30 minutes prior to the movie start time to meet the projectionist
* The hirer will be responsible for operating the ticket box including providing a money float
* The hirer is responsible for cleaning up after the event

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Please submit your complete application **2 months priort to event** in one of the three following ways:

|  |  |  |
| --- | --- | --- |
| **Email**  | **Mail** | **Deliver** |
| info@strathbogie.vic.gov.au | Strathbogie Shire Council | Strathbogie Shire Council |
| 1800 065 993 | PO Box 177 | 109A Binney Street, Euroa |
|  | Euroa VIC 3666 | Mon – Fri 9:00am – 5:00pm |

Once received, the Cinema Coordinator will contact you to let you know if the cinema is available and to advise of the progress of your application

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| **SECTION 1 – YOUR CONTACT DETAILS** |
| **Your name** |  | **Organisation** |  |
| **Address(include user group(s))** |  | **Email** |  |
| **Contact number/s** |  |
| **SECTION 2 – THE EVENT** |
| **Event name & description** |  |
| **Date event commences** |  | **Date event concludes** |  |
| **Time event commences** |  | **Time event concludes** |  |
| **Will you require additional time to set up prior to the event?** *If yes, please provide details* |  |
| **Expected attendance** |  | **Will the kitchen be used?** | 🞏 Yes 🞏 No |
| **Will you be selling kiosk items?** | 🞏 No, I do not require the kiosk to be open🞏 Yes, I will be selling my own items and will require tables to be set up in the foyer  (You are required to speak with the Environmental Health Officer regarding permit requirements) 🞏 Yes, I would like the volunteers to open the kiosk *(Please note - subject to volunteer availability and all proceeds will go to the Euroa Community Cinema)* |
| **Will alcohol be sold?** | 🞏 Yes (see details below) 🞏 No |
| *All events planning on selling alcohol must apply for a Temporary Liquor Licence from Department of Justice* [*www.vcglr.vic.gov.au/home/liquor/*](http://www.vcglr.vic.gov.au/home/liquor/)*All Temporary Liquor License applications must specify that they will not be serving alcohol in glass containers and that the persons serving the alcohol have a RSA certificate and the license is displayed at the event.* |
| **Will a movie be screened at your event?** | 🞏 Yes, please go to section 3 🞏 No, please go to section 4 |
| **SECTION 3 – MOVIE DETAILS** |
| **Movie Name**  |  |
| **Movie commencement time**  |  | **Ticket cost** |  |
| **How are tickets purchased? (e.g. at the door and/or prior to the event)** |  |
| **Is there any additional information regarding your fundraiser that should be included in our advertising?** |  |
| **SECTION 4 – FEES (**Any request to waive fees must be made in writing to Cinema Management) |
| . .🞏 **Cinema** **Half day / evening  $205.00*****Bond is $350.00*** | .🞏 **Use of Entire Stage $50.00**\*\* This fee is a non-refundable charge to cover the cost involved in moving speakers, raising and lowering the screen and to clean the stage before and after the event. | **Total Fee Payable $** |
| **SECTION 5 - APPLICANT** |
| I hereby make application for the premises set out in the Schedule to this application for the day/s and the times specified in the Schedule and I acknowledge having received and read a copy of the Conditions of Hire and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions. |
| **Name** |  |
| **Signature** |  | **Date** |  |

**CONDITIONS OF HIRE**

**For Occasional Hire**

The Council grants the hire of the Cinema Hall building subject to the following conditions:-

**1. APPLICATION**

The right to use the facility is subject to Council receiving an application form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a Club, the application must include the personal undertaking by the President and Secretary of the Club.

**2. SECURITY BOND**

Unless otherwise approved by the Council in the Schedule to the Application for Hire, a security bond shall be paid by the hirer on day of function or prior to day of function as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer’s use of the premises. The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within two (2) weeks of the use of the premises.

**3. HIRE FEES**

Hire fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable on the day or prior to day of function.

**4. PREPARTION FOR FUNCTIONS**

A charge will not normally be made for use of the facility in relation to preparation for functions, however, Council may impose a charge at its discretion under certain circumstances.

**5. CANCELLATION OF BOOKING**

Cancellation of a booking for the hire of the premises should be made to Council as soon as possible.

**6. INSURANCE**

The facility manager, Strathbogie Shire Council, will provide a blanket public liability cover for occasional hirers of the facility, subject to an Application for Hire document being completed in relation to the hiring. Hirers who are incorporated entities (excludes not-for-profit organisations) or hirers of large or major events may be required to take out public liability insurance.

**7. CONTENTS INSURANCE**

Council does not insure any property belonging to hirers of any facility. Hirers should insure, and keep insured in their name and at their expense, any property used at the facility against all risks.

**8. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Laws/By-laws or Regulations made thereunder and shall be liable for any breach of such Acts, Local Laws/By-Laws or Regulations. All other Statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria being in force at the time must be complied with by the user and notices given to the relevant officers. Wesley Hall & Community Cinema Conditions of Hire - Occasional Hirers

**9. OBSTRUCTIONS**

The hirer shall comply in every respect with regulations under the Health Act and Victorian Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building.

**10. PERMISSION TO OCCUPY**

(a) The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the Schedule to the application and Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time. (b) The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and Council may, at its discretion, allow other individuals and groups to have casual use of the premises.

**11. ASSIGNMENT**

Hirers that are granted permission to use the facility shall not assign the right of use to any other person, organisation or body.

**12. ADULT SUPERVISION**

Hirers under the age of 21 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

**13. GAMBLING**

No Game of Chance at which either directly or indirectly money is passed as a prize shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

**14. POLICE**

The hirer shall, when so directed by Council, arrange for police attendance.

**15. DETERMINATION**

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions, the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to Council.

**16. THEFT**

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any other person, firm or corporation entrusting to or supplying any article or item to the hirer for reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing. Wesley Hall & Community Cinema Conditions of Hire - Occasional Hirers

**17. REFUSAL TO GRANT HIRE**

It shall be at the discretion of the Council to refuse to grant the hire of the facility in any case and, not withstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council shall have the power to cancel such permission and direct the return of the fees and deposit so paid. The hirer hereby agrees, in such case, to accept the same and shall 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 thereof.

**18. GOOD ORDER**

(a) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use. (b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

**19. CLEANLINESS**

The hirer is responsible for leaving the premises in a clean and tidy state and shall remove all rubbish, refuse and waste matter immediately following the function and dispose of it in the bins provided. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

**20. DAMAGES**

(a) The floors, walls, blinds or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. (b) The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

**21. SIGNAGE**

No notice, sign, advertisement, scenery, fitting or decorations of any kind shall be erected on the building or attached or affixed to the walls or any other portion of the building, fittings or furniture, without prior consent of the Council.

**22. SMOKING**

Smoking is not permitted in the building.

**23. LIQUOR**

The sale of Liquor on the premises is forbidden unless the hirer obtains a permit from the Liquor Control Commission and the permit is produced to the Council, who shall make an endorsement on the Schedule to the application.

**24. SUBJECT OF ENTERTAINMENT**

The Council may require the hirer to submit for approval details of the proposed use of the premises.

**25. FREE ACCESS**

Any designated Council representative(s) shall, at all time, be entitled to free access to any and every part of the building.

**26. DISPUTES**

In the event of any dispute of difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Council thereon shall be final and conclusive. Wesley Hall & Community Cinema Conditions of Hire - Occasional Hirers

**27. PERFORMING RIGHTS**

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Council against any claim for breach of copyright or any other action herewith.

**28. USE OF KITCHEN**

Professional caterers must provide a copy of their Food Act Registration Certificate 5 days prior to function. Other user groups such as community groups and clubs, who are not registered under The Food Act, must complete a *Strathbogie Shire Application for a Food Stall Permit* and complete a *Food Safety Plan,* 5 days prior to function*.* All users of the kitchen must ensure that all aspects of their Food Safety Plans are adhered to including regular temperature monitoring and appropriate record keeping. All appliances, bench tops and floors must be thoroughly cleaned after use. Any cost incurred by Council in cleaning the kitchen resulting from the condition in which the hirer left the kitchen shall be recoverable from the hirer.

**29. SAFETY REGULATIONS**

Upon arrival, all user groups must take note of all Fire Exits, Fire Extinguishers and Emergency Procedures provided within the facility so that they are fully informed in the event of an emergency. Council’s after hours telephone number is 5795 0000.