

Conditions of Hire and Use Municipal Town Halls



Conditions of Hire and Use apply to St Kilda Town Hall & Port Melbourne Town Hall, meeting rooms and common areas inclusive in the booking.

These conditions of hire and use are subject to change, any changes will be communicated and the most recently published version at the time of your event will apply.

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Conditions of Hire and Use Municipal Town Halls



Definitions

In the Conditions of hire and use unless specified to the contrary:

Application – Conditions of hire and use completed by the Hirer to secure the booking.

Auspice – Any organisation that is incorporated, holds current public liability and insurance and agrees to take responsibility for your booking

Chief Executive Officer - Chief Executive Officer appointed by the Council and any other person authorised to act as the Chief Executive Officer.

Contract of Hire - Contract between the Hirer and the Council for the hire of the Municipal Hall, which embodies this document known as the Conditions of hire and use Municipal Town Halls.

Council - Port Phillip City Council

Duty Officer – Duty Officer appointed by Council and any person acting as the Duty Officer.

Enquiry Hold - A cost free, temporary reservation of the proposed event date for a maximum of 14 Days.

Council Officer - Council Officer appointed by Council and any person acting as the Council Officer.

Hire Fee - Fee quoted to the Hirer in the estimate and any such further hire fees as become applicable pursuant to the Contract of Hire.

Hirer - Person, partnership, organisation or corporation entering into the Contract of Hire for a Municipal Hall.

Hire Period – The hire period is inclusive of the following

Access time/s – The beginning/expiry of the hire period for all guests/contractors and non-Council staff.

Public Entry/Doors Open – The time agreed to on the application that allows public/guest entry to the building

Public Exit/Doors Close - The time agreed to on the application that the public/guests must have exited the building

Municipal Hall/s - St. Kilda Town Hall & Port Melbourne Town Hall including meeting rooms and common areas and surrounding outside areas within these Properties.

Security Bond - Refundable security bond payable by the Hirer to secure the Hall booking.

Tentative Booking - A Refundable Security Bond has been paid, and the date will be held for your booking pending full payment.

Third Party Contractors – Any person/s engaged by the hirer during the hire period: including but not limited to: subcontractors, caterers, delivery staff, event staff.

Venue Hire Fee – The total amount payable to Council for the venue, excluding additional services.

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Applications

A completed application is conclusive evidence that the Hirer accepts these Conditions of Hire and Use. The Hirer must be eighteen (18) years of age or over.

Council reserves the right to accept or refuse the Application.

Guidelines for acceptance of application;

- Use enables an inclusive community that welcomes diversity and works to eliminate discrimination
- Use pursues social justice for all people in our community
- Use promotes and celebrates equal rights and opportunities for people who identify as gay, lesbian, bisexual, transgender and intersex
- Continue to pursue reconciliation with our Indigenous community
- Seek to make the City a more welcoming, accessible and safe place for older people
- Foster a community where people from diverse cultural and linguistic backgrounds feel supported and safe
- Foster a city where people living with disabilities can participate in community life without barriers
- Promotes and deliver a diverse program of festivals and events across the City
- Supports and advocates for a vibrant live music scene across the City
- Supports and showcases the City's creative people and culture

Booking requests that are considered as relating to activities of a political nature (bipartisan or otherwise), or that are submitted by political parties or groups associated with political parties, will be referred to Governance and Organisational Performance for assessment to ensure the request does not provide implications for Council against its Code of Conduct and/or associated policies.

Council reserves the right to refuse use that does not comply with Council's requirements including Council's Code of Conduct, Policies and associated strategies.

Guidelines for refusal of application;

- Use that may damage Council's reputation with the local community
- Use that actively promotes discrimination against the equal rights and opportunities of people within the community
- Use that discriminates against or promotes the exclusion of cultural diversity within the community.

Child Safe Standards

The City of Port Phillip has zero tolerance for child abuse and are a committed Child Safe organisation. Our commitment is to ensure that a culture of child safety is embedded across our community to safeguard every child and young person accessing City of Port Phillip.

All applications that work directly with children and young people are required to comply with legislation and regulations relating to child safety including but not limited to the *Working with Children Act 2005* and the *Working with Children Regulations 2016* and the Victorian Child Safe Standards (CSS)

Duty of care and supervision of children are the responsibility of the Hirer.

Bookings

There are 2 stages of the booking process

- **Tentative booking** - A Tentative booking on one (1) date may be made and held awaiting the completed application form for a maximum of 14 days. If the application form has not been returned the tentative booking will be cancelled without notification.
Once the application has been assessed and approved a Security Bond invoice will be issued.
- **Confirmed event** - A tentative booking will convert to a Confirmed booking once the Security Bond invoice has been paid.

It shall be at the sole discretion of the Council to authorise the refusal of the hire of the Municipal Hall, or cancel the Contract of Hire, notwithstanding that the Contract of Hire may have been duly entered, in accordance with these conditions.

Event Details

All Events must conclude by Midnight with all attendees to have vacated the hall by 12:30am.

The hire period is inclusive of the following

- **Access time/s** - The beginning/expiry of the hire period for all event organisers/contractors and non-Council staff
- **Public Entry/Doors Open** - The time agreed to on the application that allows public/guest entry to the building
- **Public Exit/Doors Close** - The time agreed to on the application that the public/guests must have exited the building

The hire period time must be strictly adhered to. No changes can be made without prior consent.

The Public/Doors open time cannot be altered on event day. If anyone arrives early they will remain outside of the building until the time advised.

Additional Rooms

One (1) additional room may be provided; however, it is not guaranteed.

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Council Officers will advise the room based on availability. Any additional/alternative rooms required will be charged the relevant fee as advised by council.

Cancellations

By the Hirer

Cancellation of any booking by the Hirer;

| Notice of cancellation | Cancellation fee |
|---|--|
| Within six (6) calendar months of hire period | Council retains; 100% full amount of Security Bond |
| Within three (3) calendar months of hire period | Council retains; 100% full amount of Venue Hire fee 100% full amount of Security Bond |
| Within 72 hours' notice of event date | Council retains; 100% full amount of Venue Hire fee 100% full amount of Security Bond 100% full amount of services paid: Duty Officer and Security Guards |
| That have previously had a date change | Council retains; 100% full amount of Security Bond |

By the Council

A Contract of Hire may be cancelled with written notice to the Hirer by Council at any time before the Hire Period:

- If the Municipal Hall is required for a Municipal, State or Federal election, Council or Civic event
- If the Municipal Hall is required as an evacuation centre in the event of a declared emergency under Council's Municipal Emergency Management Plan
- If any unforeseeable natural event/disaster occurs that renders the building unable to safely accommodate the event
- Any monies owing have not been paid by the specified time on the invoice
- If the Council becomes aware that any event, goods, or services proposed to be held by the Hirer is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is illegal, or would be detrimental to Council or its staff.
- If repairs, alterations or additions to the Municipal Hall are underway
- Where a restriction is imposed by a supplier of power, gas or water during the hire period
- Where the Hirer has not provided adequate evidence of insurance coverage or other compliance

- If the Hirer breaches any condition contained in the Contract of Hire

If the Council cancels the booking without fault of the Hirer, the Council will refund any reasonable amounts paid to Council by the Hirer.

The Contract of Hire will not affect any right which the Council may have to recover money owing, to recover damages from the Hirer.

Breach of Conditions

Council reserves the right to refuse entry to the Municipal Hall, or remove any person who breaches any of these Conditions of Hire and Use.

If the Council reasonably believes these Conditions of Hire and Use are being breached and the Hirer has not remedied the breach after being directed by the Council to do so then the Contract of Hire may be cancelled, and all associated event fees will be retained by council.

Council reserves the right to pursue any costs exceeding the Security Bond including but not limited to; breaches, damages or any costs associated with returning the Town Hall to the pre event condition.

Disputes

Any dispute arising as to the interpretation of this Contract of Hire, or as to any matter or thing arising out of the Contract of Hire shall be decided by the Chief Executive Officer and the decision of the Chief Executive Officer shall be final and conclusive.

Hire Fees and Payments

Fees and charges for hire are determined on an annual basis in accordance with the Local

Government Act and Council's Fees and Charges schedule.

The Hire Fee shall be the relevant fee as advised on Council website. The full amount of the Hire Fee must be paid prior to the event date to Council by the date specified on the Invoice.

Security Bond

The Hirer must pay a refundable Security Bond to the amount advised by Council, this security bond does not contribute to hire costs.

Council may apply the Security Bond towards satisfaction of any claim the Council has against the Hirer.

If additional staff charges, cleaning, removal of waste or repairs, replacement of damaged equipment are required, due to the Hirers event, then Council shall make a claim to recover this amount from the Security bond.

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Any part of the Security Bond that has not been, or will not be required to be retained by the Council will return to the Hirer no later than twenty-eight (28) working days after the Hire Period

Invoices

The Balance Invoice which will include hall hire, security guard and duty officer fees will be sent prior to your event taking place. All invoice payments are required to be paid prior to the event date, specified by Council on the invoice.

Any additional charges arising from amendments to the booking after the Balance Invoice has been issued will be invoiced separately.

Limit of Hiring

The Hirer and all persons within the Municipal Hall during the Hire Period must:

- Obey all directions or orders given by Council staff as to the management of the hall.
- Treat all Council Staff with courtesy and respect, show tolerance of diverse beliefs and views; and refrain from harassment, discrimination, abusive language or behaviour, in line with the Victorian Charter of Human Rights and Responsibilities Act (2006) and Council's Social Justice Charter (2011).
- The Hirer must remain contactable for the duration of the Hire Period. If the Hirer will not be present on the event date, the Hirer's must notify Council prior to the event date. The Hirer is to provide Council with a representative for the event and Council will require the representative to sign and abide by the Terms & Conditions Municipal Hall prior to the event date.

No Contract of Hire or any part of such contract shall be assigned or transferred by the Hirer, to any other person, organisation or corporation.

The Council Reserves the right to hire any other part of the facility at the same time.

Council staff have the right to ask any person to leave premises if they are creating disturbance, or if their conduct, or manner is likely to interfere with any other people's use.

The Mayor, Councillors, Chief Executive Officer and any Officers appointed by the Council shall be entitled to free entry to any and every part of the Municipal Hall notwithstanding the Contract of Hire.

If the Hirer proposes to change a function date,

- Only one (1) change of date per event will be accepted
- Such change must be notified in writing
- Changes within 28 days of event will be considered a cancellation.

Works

The Hirer must not:

- Interfere with the electrical, lighting or audio installations of the Municipal Hall
- Undertake any other work at the Municipal Hall without the prior written consent of the Council in relation to the Works to be conducted and the personnel to be used to undertake such Works.

The Hirer must:

- Comply with any conditions imposed by the Council in relation to the Works
- At the end of the Hire Period return the Venue to the state it was in prior to any Works being undertaken, subject to any written agreement with the Council to the contrary.

The Hirer indemnifies the Council from any costs or damages arising as a direct or indirect result of the Works.

Prohibited items

The following is **strictly prohibited**, without exception:

- Smoking on any Council property, this includes inside the municipal hall & the surrounding outside areas
- Tape, Stickers or like materials are not to be placed on the walls, floors, fixtures or furniture
- No balloons or other floating devices (Council joined the Zoo's Victoria pledge to avoid balloons within our venues)
- Smoke/Fog/Haze machines
- Confetti, glitter and alike
- Flammable items including candles, any open flames and incense of any kind
- Fireworks, pyrotechnic devices and any like devices
- Gas cylinders
- Portable ovens, stoves, spits or any other portable cooking equipment are **not** permitted without written approval by Council.

The Hirer is responsible for all costs associated with the Metropolitan Fire Brigade attending the Venue as a result of a breach of these Conditions and setting off the fire alarm.

The following may be permitted, pending the conditions are adhered to:

Chafing Fuel

Whilst the preferred method for heating food is to use an electric food warming device, chafing dishes with canned fuel burners will be allowed if the following conditions are met:

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- The use of chafing dish fuel is limited to buffet heating and as a fuel for heating chafing dishes only;
- Chafing dishes are only permitted in locations that are fully protected by automatic fire sprinkler systems;
- The CoPP Venue Management Team on duty at the event will be informed of the use, placement and timing of all the fuel burners. The use of chafing dish fuel may be subject to limitations imposed by the Team should the use and set up of the room increase concerns for the safety of the occupants;
- The preferred fuel to be used will be the diethylene glycol, which has a much higher flash point than the methanol gels;
- The event organiser will strictly follow all safety tips provided by the manufacturer whenever chafing dish fuel is used;
- Chafing dish fuel shall only be utilized on tables with coverings that are flame resistant;
- In addition, chafing dish fuel shall be placed on non-combustible mats or trays;
- Flammable items such as napkins, paper and plastic cups, plastic table wares, or other decorations are to be placed on a table separate from the chafing dish fuel;
- Partially used or empty chafing dish fuel cans shall be removed by the event organiser after they are completely cooled down and safe for removal / storage.

Gambling activities

Gambling activities of any kind are strictly prohibited on Council property. This includes simulated gambling.

Animals

Animals are strictly prohibited in the Municipal Hall without the prior written consent of the Council, with the exception of Assistance animals

Drones

Drones are not permitted inside any council buildings. The use of Drones outside the buildings must observe all Victorian Drone Laws

Photography and video recording

Photography, video recording or other filming for any purposes other than a private purpose is prohibited without the prior written consent of the Council and may be subject to payment of such charges as be deemed fit.

The Council may take photographs of the Municipal Hall during the Hire Period for the sole purpose of including them in Council promotional publications.

Observance of Laws

It remains the responsibility of the Hirer to ensure that all Acts, Statutory Rules, Provisions and Regulations of the Commonwealth of Australia or the State of Victoria as they apply to the Contract of Hire and the Hire Period of the Municipal Hall, including the Health Act, Local Government Act and any Local Laws, Parking regulations, By-laws or Regulations and any statutory amendments, modifications made thereto.

The Hirer will not knowingly infringe any copyright and council reserves the right to prohibit any performance that is objectionable, dangerous, contrary to the law or which infringes copyright.

Council will not be responsible for any infringements that might be issued.

Companion Card

The City of Port Phillip is an affiliate member of The Companion Card Program developed by The Department of Human Services.

A Companion is a paid or unpaid assistant or carer. The Cardholder refers to a person with disability who has been granted a Companion Card on which their photograph and details appear.

Where an admission fee applies to a venue or activity, the Companion of a person with disability is admitted at no charge.

Carer Card

The Victorian Carer Card program recognises the significant contribution carers make to the lives of people they care for and the communities in which they live. The card provides discounts and benefits to carers in acknowledgement of this contribution. Visit the <https://www.carercard.vic.gov.au/carers> for more information.

Advertising and notices

Council Reserve the right to view all advertising material proposed to be used by the Hirer for publication including social media.

No banners or advertising material are to be placed on the exterior or interior of the municipal hall without the prior consent of the council.

The following groups will be eligible to apply to erect a temporary advertising sign:

- City of Port Phillip Non-profit Aged and Disability Groups, Youth Groups, Arts and Cultural Groups and Non-profit community groups which meet Council's strategic directions
- City of Port Phillip schools and preschools
- City of Port Phillip Service Clubs

The following groups/organisations/activities will be ineligible to apply to erect a temporary advertising sign:

- Tobacco, gambling or alcohol promotion or advertising will not be permitted
- Activities that do not meet goals or objectives of the

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Council Plan

- Signage promoting a single political party.

Insurance and Liability

The Hirer and all third-party vendors shall have a current Public Liability Insurance policy with minimum of \$20,000,000 indemnifying City of Port Phillip against any liability loss which may arise and any costs, charges or expenses incurred in connection with, but not limited to:

- Any damage to the Municipal Hall;
- Any loss or damage to any property or thing on or near the Municipal Hall;
- The death of or injury to any person in or near the Municipal Hall;
- Any breach of any third party's intellectual property rights.

A copy of the Certificate of Currency must be forwarded to council prior to the hire period.

Council will not be responsible for:

- Any loss or damage which may occur to the Hirers goods or equipment during the Hire Period.
- Any loss that may be suffered by the Hirer or any of the persons attending the Venue during the Hire Period as a result of any theft.
- Any loss, theft or damage which may occur to any equipment left behind after the Hire Period.

Emergency Procedures & OH&S

Working in conjunction with Fire Safety and Building Regulations, our Town Hall layouts are advised to safely accommodate all patrons with the appropriate emergency exits and clearway requirements. All floor plans are produced by Council officers.

The hirer is required to attend a walkthrough of the Councils Emergency Management procedures with the Duty Officer at the initial access time. This is a mandatory requirement and cannot be postponed.

The Hirer is responsible for:

- Completing a Risk Management Plan, providing adequate risk management for all aspects of the event
- The security of event equipment and property.
- The safeguarding of the public against injury and for maintaining the site during the conduct of the event in a safe condition at all times.
- A duty of care under the Victorian Occupational Health and Safety Act 2004 (the OHS Act) to provide a safe operational environment. Under this legislation, event organisers must ensure so far as reasonably practicable that people are not exposed to risk arising from the event or associated activities.
- Notifying a Duty officer immediately after an accident or any incident involving injury or property damage.
- Reporting any malfunctioning equipment or any other hazards immediately to a Duty

Officer

- The hirer is responsible for managing all third-party vendors and ensuring they comply with Council terms and conditions
- Ensuring the booking does not exceed the maximum occupancy capacity of people in the Municipal Hall.
- Complying with all State Government and DHHS directives such as the COVID-19 requirements.

Council Property

The fittings and fixtures of the Municipal Hall, including but not limited to floors, walls, doors, curtains, furniture or any other part of the Municipal Hall, must not be broken, or in any other way damaged. Any costs associated with the replacement/repair of damage will be the responsibility of the hirer.

The Heritage Collection comprises of but is not limited to Paintings, Photographs, Sculptures, Furniture, Plaques, Fixtures and Fittings. These items are unique and often irreplaceable.

The Hirer must not:

- Move any of the heritage collection
- Place any items (including urns) that release moisture and steam near heritage items
- Use Pens near heritage items
- Place furniture or objects on top of the heritage collection
- Consume food or drinks near art or heritage items
- Touch the surfaces of any artwork with your fingers
- Cover, obstruct or place objects or furniture near sculptures or artwork without prior written consent

It is possible that items in the Heritage Collection may be moved or used for your event needs. Trained Staff are required to remove and replace all Heritage Collection items, this is to be determined in a site inspection at least one (1) month prior to event date.

Any charges arising from this will be the responsibility of the hirer.

Staff Requirements

Duty Officers

The provision of Council Duty Officer/s is mandatory at all events staged at the Municipal Hall.

The time required, and the number of duty officers required for your event during the Hire Period will be based on the information provided in your application form and shall be at the sole discretion of the Council.

Each Duty Officer has a minimum Shift time of three (3) hours.

The Hirer is responsible for all costs associated with the provision of Council Duty officers.

Security Guards

The provision of Security Guards/s is mandatory at all events staged at the Municipal Hall.

City of Port Phillip VENUE MANAGEMENT

P: 03 9209 6777 E: venues@portphillip.vic.gov.au W: [Find a venue - The City of Port Phillip](#)

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The time required, and the number of security Guards required for your event during the Hire Period will be based on the information provided in your application form and guidelines provided by Victorian Commission for Gambling and Liquor Regulation and shall be at the sole discretion of the Council.

Each Security Guard has a minimum Shift time of four (4) hours.

The Hirer is responsible for all costs associated with the provision of Security Guards.

Audio Visual

Council Equipment

Audio equipment

Limited Audio Equipment is available for use.

The use, alteration or addition of any other equipment must be approved by a council officer prior to your event date.

Staging Pieces

Limited Staging Pieces are available for use.

The use, alteration or addition of any other equipment must be approved by a council officer prior to your event date.

All staging pieces must be constructed by the Duty Officer according to the approved floor plan only.

Hirers will not be able to alter the set up on the day.

Lighting

Limited lighting Equipment is available for use.

The use, alteration or addition of any other equipment must be approved by a council officer prior to your event date.

External Equipment

Any equipment, stage property, decorations, electric light installation, musical or amplification equipment or articles of a similar nature shall not be brought into the building without the prior consent of the Council.

Any equipment brought into the venue by the hirer or third parties must be:

- Approved by Council no later than six (6) weeks prior to your event.
- Tagged and tested, ensuring all compliances have been met. Any damage resulting from untagged equipment will be the responsibility of the Hirer.
- All OHS and Safety regulations have been met
- Adequate protection for the floor is used

Rigging

There are no rigging points from the ceiling and due to the heritage nature of the building the current lighting bars are not appropriate for rigging

Cleaning

It is the Hirer's responsibility to ensure that all items are removed from site during bump out and the following is completed:

- The entire kitchen area and Municipal Hall must be cleaned and left in a hygienic condition.
- Any oil used needs to be removed and disposed offsite at the conclusion of the event
- All waste is collected, sorted and placed in the correct bins provided; landfill, recycling, FOGO, glass and cardboard
- All decorations are removed cleanly and without damage to fixtures
- All packaging and delivery pallets are to be removed

Catering

The Hirer may make arrangements for a caterer of their choice providing the following conditions are met:

That any Caterers engaged are duly registered and licensed and meet all regulations in the State of Victoria. Caterer needs to provide all necessary paperwork as requested by Council

The Hirer is responsible for ensuring the venue's kitchen is left in a clean and tidy condition with no items left at the venue outside of the booked hours.

All equipment and fixtures are left clean and in good condition

The Hirer shall ensure that all electrical equipment bought in by caterers is adequately tested and tagged

Alcohol

The consumption of alcohol outside of any Venue is strictly prohibited and is in breach of the Local Law. Penalties apply.

If alcohol is to be sold, consumed or included in the price of entry at the Venue, the Hirer must:

- Apply for and obtain the appropriate licence from the Victorian Gambling and Casino Control Commission (please allow a minimum of eight weeks for processing)
- Provide a copy of the licence to the Council before the Hire Period
- Display the licence at the venue during the Hire Period along with any required liquor signage

It is the responsibility of the hirer to ensure compliance with liquor licencing legislation.

The Council may prohibit alcohol being brought into, distributed or consumed at the Venue if it believes it to be reasonably necessary to maintain law and or compliance with these conditions

Deliveries, Storage and Removal

The Hirer must ensure that:

- Any deliveries made to the Venue do not cause any traffic

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obstructions and must obtain Council's prior written approval for any deliveries involving vehicles of a capacity of three (3) tonnes or more

- The times stipulated as the Hire Period must be strictly adhered to and deliveries are only conducted during this hire period. No deliveries will be accepted prior to this time
- Once the event concludes, all items must be removed from site without exception.

Sustainability

Council is committed to reducing our greenhouse gas emissions through the Act and Adapt, Sustainable Environment Strategy.

It is expected that all hirers comply with the building operating procedures provided to help reduce energy consumption and wastage in all its forms.

Council also encourages use of on-line application processes to reduce paper consumption.

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Authorisation

I certify that all details supplied in this application form and in the attached documents are true and correct to the best of my knowledge, and that the application has been submitted with the full knowledge and agreement of the management of the applicant, organisation or auspicings body.

I agree to contact the City of Port Phillip in the event that any information regarding this application changes or is found to be incorrect. Failure to provide the requested information may result in the Council not being able to process your event application.

I understand that making this application does not constitute event approval.

Print Name:

Signature:

Date:

Privacy Notification

The personal information requested on this form is being collected by the Council for the purpose of assessing eligibility for a 'Municipal Town Hall Hire'. The personal information will be used solely by the Council for this primary purpose or directly related purposes. The applicant understands that the personal information provided is for the purpose of applying for a 'Municipal Town Hall Hire' and they may apply to Council for access and/or amendment of the information. Requests for access or correction should be made to Council's Privacy Officer via ASSIST on 9209 6777.

Lodgement Details

Post: Private bag No 3, PO STKILDA VIC 3182

Email: venues@portphillip.vic.gov.au

In Person: St Kilda Town Hall, corner Brighton RD & Carlisle St, ST KILDA VIC 3182