



CONDITIONS OF USE FOR COMMUNITY FACILITIES REGULAR BOOKINGS

THE FOLLOWING TERMS AND CONDITIONS APPLY.

Any breach of security or conditions will result in cancellation of the Agreement.

1. APPLICATION FORM

A Community Facility Hirer Application Form must be completed by the hirer and signed by both the hirer and Community Facility Officer prior to use of the space. Where an application is made on behalf of an organization or body of persons, the applicant shall state the name of such organization and the authority of the applicant for making such applications, together with private and business telephone numbers of the applicant. Council will only approve venue hire to persons over 18 years of age.

Council reserves the right to refuse an application.

2. BOOKINGS AND CANCELLATIONS

As a permanent hirer of the venue you will be added to our invoicing system. An invoice will be sent to you every 3 months and you will have **30 days** in which to pay your account. **If payment is not received by the specified date, Council reserves the right to cancel the booking.**

When booking space for an ongoing activity you will be charged for the time you book, not the time you use. Please note that set-up and pack-down time is included in your booking. The venue must be vacated by the specified booking time.

Please note the hirer is only permitted to use the facility during their allocated date and booking time. They must enter and vacate the facility in a timely fashion and any further access must be confirmed with a Community Facilities Officer.

If you have booked a room for an ongoing activity over several sessions, you will be charged for that time regardless of whether the booked hours are used or not.

If at any time there needs to be a change or cancellation to an existing booking, this must be sent in writing to the community facilities team via post or email with a minimum of 2 weeks notice. If this is not done then full fees for the original booking will be charged.

If any booking is cancelled due to council functions, or circumstances out of the hirers control, bonds, deposits and hire fees paid shall be returned in full.

3. MUNICIPAL FUNCTIONS

The Community facilities officer shall be empowered to cancel any booking made for the hall or rooms when the same are required for Council functions, Municipal elections, State or Federal elections and as required under the Municipal Emergency Plan and notwithstanding that the hall and/or rooms may have been let or that these conditions may have been accepted and signed and the rent and/or deposit paid.

4. INSURANCE AND LIABILITY

The Hirer/User/Permit Holder shall at all times during the agreed term, be the current holder of a current Public Liability Policy of insurance (The Public Liability Policy) in respect of the activities specified herein in the name of the Hirer/ User/permit Holder providing coverage for a minimum sum of \$10M (or more). The Public Liability Policy shall be affected with an insurer approved by the council.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extended to cover Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer/User/Permit Holder.

5. SECURITY BOND

A security bond of \$100.00 for hirers, is payable in addition to the hire fee. Subject to the conditions of hire (see conditions 4, 5, 6), the bond will be refundable on return of the key. Keys must be returned to the booking officer within 48hrs after cancellation of booking.

6. VENUE KEYS/CODES

It is the responsibility of the hirer to collect the keys/access code to a venue prior to the booking date. If for some reason you cannot access the venue on the day of your booking, the venue can be opened by contacting after hours 9209 6777
Each group or person making a booking will be provided with 1 key. Any request for additional keys must be made through the Facilities Officer.

If you lose your key, you must report it to the Facilities Officer as soon as possible. Cost for replacing lost keys will be covered by the hirer.

7. VENUE EMERGENCIES

If a hirer finds that a venue has been damaged (flooding, electrical problems, storm damage etc) or an emergency arises with the venue please use the after hours emergency contact numbers to inform council, so that we can rectify the issue promptly. Council will deal with any of these matters and the hirer will not be considered responsible for these concerns. Contact: **ASSIST - 9209 6777 or 1300 360 170**

THERE IS A COST OF \$66 EVERYTIME THE NPS PATROL IS REQUIRED TO ATTEND SITE. THIS WILL USUSALLY MEAN \$66 FOR THE GUARD TO LEAVE HIS/HER C.o.P.P DUTIES AND OPEN UP THE SITE FOR THE HIRIER, AND \$66 FOR THE GUARD TO RETURN AT THE END AND SECURE THE SITE AS REQUIRED.

8. DAMAGE

The floor, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any manner or in any other way damaged.

No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected in the building or attached to or affixed to the walls doors or any other portion of the building, fittings or furniture without prior consent of the Community Facilities Officer.

The exterior of the premises, including gardens, fences, landscaping or fixtures/equipment shall not be broken, pierced or in any manner or in any other way damaged, and no notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected on the exterior without prior consent of the Community Facilities Officer.

If any damage takes place, the Property Manager's assessment of damage shall be taken as final and the hirer, upon request, shall forthwith pay to the Council the balance of the cost of repairing such damage.

9. GENERAL HOUSE KEEPING –

- All users must vacuum carpeted area and sweep other floor surfaces after use
- No rubbish is to be left inside the rooms. Please deposit in appropriate bins. Recyclable rubbish only should be placed in the recyclable bin.
- All users must ensure all windows and doors are locked (snap and bolt) and the heating system and all lights are switched off upon leaving.
- All chairs and tables used must be cleaned and returned to their original positions.
- All areas used, including the toilets and kitchen, must be left in a clean state.
- The maximum number of persons accommodated in the venues shall never exceed 100.
- The sale of liquor requires a limited license from the Liquor Licensing Commission.
- The community facilities officer must be informed of any spillage on carpeted areas.
- No spitting, obscene or insulting language or disorderly behavior or damage to property shall be permitted in or to any part of the building.
- Gambling is not permitted within the centres.
- The use of balloons is not permitted inside any of the Community Facilities venues in City of Port Phillip. If any balloons are used and found to have interfered or damaged any of the air conditioning, heating or other general equipment in the venue, then the costs associated with the repairs will be charged to the hirer.
- No smoking is permitted inside the Centre(s) or on centre verandahs/porches/courtyards.

10. CLEANING

- The Hirer will leave the hall, kitchen and/or rooms in a tidy condition
- All fixtures in good order and shall place

- All furniture should be left in the standard setup of the room
- All rubbish and waste matter in plastic bags within garbage containers provided.
- Carpeted area should be vacuumed.
- No equipment or materials are to be left in the facility.
- If kitchen appliances and equipment have been used, they must be cleaned and wiped down from any left over food.

If the hirer fails to comply with cleaning requirements they will be liable for any cleaning or rubbish removal costs incurred by council. The City of Port Phillip does not supply hirers with any cleaning materials or cleaning products.

11. THEFT

Neither the Council nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm or corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify the Council against any actions.

12. INDEMNITY

The Hirer/User/Permit Holder agrees to indemnify and to keep indemnified, the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirers/Users/Permit Holders performance or purported performance of its obligations under this Agreement/Permit and be directly related to the negligent acts, errors or omission of the Hirer/User/Permit Holder.

The Hirers/Users/Permit Holders liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

13. PARKING

Community Facilities Centres are situated in residential areas and don't have designated parking. It is the responsibility of the hirer to inform participants and event members, to follow parking restriction signage and parking regulation around the hired venue. It is a parking offence to ignore parking signs, to park on the nature strips and to block residential driveways. We will not take responsibility for any parking infringement notice issued. Parking officers are being vigilant and continue to patrol in this area.

14. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Team Leader Community Facilities therein shall be final and conclusive.

15. CONDITIONS OF HIRE

Hirers are advised that these conditions of hire may be altered or extended by the Council by notice at any time. The council also reserves the right to cancel any booking, whether casual or permanent, by notice at any time.

16. SECURITY

Council reserves the right (at the discretion of the Community Facilities Team Leader) to insist on providing a security service, and to bill the hirer the associated cost (see conditions 7).

17. AUTHORITY

The coordinator and any other Council officer acting on behalf of such an officer of Council, is authorised by council to convey the directions or perform the functions or discretions respectively set out in these conditions against them.

18. GST

GST rates will be quoted to all hirers when price enquiries are made.

19. CPI Increases

All hall hire fees and charges will be subject to annual CPI increases as set by Council. Hirers will be informed of changes to fee rates during the annual application process.

ANNUAL REVIEW PROCESS

Council will annually review all activities that occur in Community Facilities. This is to ensure that they continue to meet Councils and the community's needs and that they continue to provide opportunities for community participation and to contribute to social cohesion and well being. Council must be assured that all activities continue to be accessible and inclusive for the community.

Council will send out applications at the end of the year as part of their annual review process.

Contractors who are brought into the facilities by the hirer on the day of booking will also need to be approved by council. This includes owner/operators of machinery, events, and performance groups. Please notify the facility officer before hiring contractors to be used on the day of the booking for permission.