

# CONDITIONS OF USE FOR COMMUNITY FACILITIES CASUAL BOOKINGS



THE FOLLOWING TERMS AND CONDITIONS APPLY.

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

## **1. APPLICATION FORM**

A hirer's form must be completed by the hirer and signed by both the hirer and Community Facility area officer prior to use of the space. An application form must be submitted for every booking. Where 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 reserves the right to refuse any booking application and only approves venue hire to persons over 18 years old.**

## **2. BOOKINGS & CANCELLATIONS**

Payment is due ten working days after lodgment of booking application. Until payment is received your booking is considered a tentative booking and will be removed from the booking system unless payment is received by the specified time.

Please note that set-up and back-down time must be included in your booking.

**Notification of changes to bookings, including cancellation of booking, must be in writing to the community facilities officer with a minimum of 2 weeks notice, otherwise you will be charged for the original booking time.**

### **2.1. 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, and State or Federal elections and as required under the Municipal Emergency Plan and notwithstanding that the hall and/or rooms may have

### **2.2 SECURITY BOND**

A bond fee of \$100.00 for hirers, is payable in addition to the appropriate hiring fee. Subject to the conditions of hire, the bond will be refundable on return of the key (Subject to conditions 2.4, 4, 5 & 6). Keys must be returned to the booking officer within 48hrs after the booking.

### **2.3 PUBLIC LIABILITY INSURANCE**

The Hirer/User/Permit Holder shall at all times during the agreed Term, be the 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 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 extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer/User/Permit Holder.

If the hirer is unable to secure their own insurance, Council can provide coverage for a one off event at the cost of \$25.00 plus GST, this would be payable with other hiring charges.

## **2.4 KEYS TO VENUES**

It is the responsibility of the hirer to collect the keys or obtain a security access code to a booked venue prior to the booking date.

In the event when the hirer failed to pick up the keys, lost them or failed to obtain an access code to the venue they hire then the full amount of the security deposit may not be refunded. If the call out fee is greater than the amount of the deposit then the hirer should pay the entire amount for the call out/s.

If you cannot access the venue on the weekend or after business hours please contact the Building Maintenance Duty Officer on 0419 766 989. If the Duty Officer is not available please contact National Protective Services on 9690 4711 or 1300 659 800.

Please note that the cost associated with the call out service may be deducted from your security deposit.

**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.**

## **2.5 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 of the problem 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.

ASSIST - 9209 6777 or 1300 360 170

## **3. 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.

External 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 external premises without prior consent of the Community Facilities Officer.

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

## **4. GENERAL HOUSE KEEPING –**

- All users must vacuum carpeted area and sweep other 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 (snip and bolt) and the heating system and all lighting are switched off when you leave.
- All chairs and tables used must be cleaned and returned to their original positions.
- All areas used, including the toilets and kitchen, are left in a clean state.
- The maximum number of persons accommodated in the centers is 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 helium or inflatable balloons is not permitted inside any of the Community Facilities venues in City of Port Phillip. If any balloons of this type 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.

## **5. CLEANING**

The Hirer will leave the hall, kitchen and/or rooms in a tidy condition and all fixtures in good order and shell immediately place all rubbish and waste matter in plastic bags within garbage containers provided. Carpeted area should be vacuumed. No equipment or materials (etc.) are to be left in the facility. The City of Port Phillip does not supply hirers with any cleaning materials or cleaning products.

If Kitchen appliances 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.

## **6. VACATING PREMISES**

The hall must be vacated by the vacation time. Closing or packing down times must be included in the booking times. All venues must be vacated by 10.00pm.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. CONDITIONS OF HIRE**

Hirers are advised that these conditions of hire may be altered or extended by the Council by notice at any time.

## **12. SECURITY**

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

## **13. AUTHORITY**

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

## **14. GST**

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