



Community Centre Terms and Conditions

Version 1, March 2026





City of Port Phillip

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St Kilda VIC 3182

Phone: **ASSIST** 03 9209 6777

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Voice Relay users, phone 1300 555 727,

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the environment
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General Conditions

1. These Terms and Conditions are applicable to the following Venues:
 - a. Betty Day Community Centre
 - b. Fishermans Bend Community Centre
 - c. Koolin-ngal Family Centre
 - d. Liardet Community Centre
 - e. Lagoon Community Room
 - f. JL Murphy Reserve Pavilion
 - g. Mary Kehoe Community Centre
 - h. Middle Park Community Centre
 - i. Port Melbourne Community Centre & Trugo Club
 - j. Port Melbourne Community Room
 - k. Sandridge Community Centre & Trugo Club
 - l. Sol Green Community Centre
 - m. South Melbourne Community Centre
 - n. St Kilda Library Community Room
2. Bookings must enable an inclusive and welcoming environment that welcomes diversity and eliminates discrimination for equal rights and opportunities.

Booking Applications

3. Booking Applications must be completed and submitted at least five (5) business days prior to the Booking.
4. Bookings must fall between 9am to 10pm Monday to Sunday unless otherwise agreed in writing from Council's Venue Management Team (VMT).
5. Venue access is only valid for the dates and times listed on the Booking Application
6. Hirer must be over the age of 18 at the time of application.
7. The Booking will be cancelled immediately if:
 - a. The Hirer or any Representatives of the Hirer breach any Terms and Conditions
 - b. The Booking is deemed un-safe or non-compliant with these Terms and Conditions

- c. Misrepresentation in the Application identified.
8. Booking Applications must be complete by the Hirer or appointed Representative.
9. VMT liaise with the Hirer or appointed Representative only.
10. The Booking is not confirmed until the Booking Application process is complete. The Application will be deemed confirmed when the Hirer has:
 - a. Supplied all supporting documentation by the dates requested or by extended dates where approved in writing to the VMT
 - b. Attained all required permits and notifications
 - c. Met all booking requirements and requests of Council
 - d. Casual Hire invoice payment has been received.
11. Booking priority will be assessed against Council's [Community Facility Access and Allocation Policy](#).
12. If a Booking Application is declined, the Hirer may request for a review of the decision. This review will be conducted by the relevant Team Leader who will re-evaluate all information regarding the Booking.

Hirer Responsibility

13. The Hirer is responsible at all times for the ensuring:
 - a. The good order, conduct and behaviour of those persons attending or taking part of the Booking;
 - b. The Booking and it's Representatives comply with all laws including *Community Amenities Local Law 2023*.
 - c. Adequate supervision of persons under 18 years old at all times during the Booking and associated activities.

- d. Ensure all Council Officers are treated with respect and courtesy by all Booking Representatives
 - e. Follow all directions or requests of Council Officers
 - f. All risks to Booking Representatives and other persons in the Venue are minimised
 - g. Providing a suitable first aid kit for the activities during the Booking.
 - h. Ensure the Space/s is left in good order.
 - i. The Hirer or appointed Representative must be present and contactable for the duration of the Booking.
 - j. Report any incidents or hazards to Council immediately by calling 9209 6777.
- a. Any claim made by any person for injury, loss or damage arising in any manner;
 - b. Any loss or damage to any property belonging to the Hirer or other persons located in the vicinity of the Venue caused by the Hirer or the Hirer's contractor/s; and
 - c. Any loss, damage, injury or illness sustained or incurred by the Hirer or any of the Hirer's contractor/s

Risk Management

- 19. The Hirer and any Representatives occupy and use the Venue at their own risk.
- 20. A risk assessment must be provided to Council upon request.
- 21. All contractors or vendors have and supply to Council on demand:
 - a. Current, adequate and up to date public liability insurance (minimum \$20 million)
 - b. Prepared and supplied Job Safety Analysis (JSA)/Safe Work Method Statement (SWMS) and Risk Assessments as required for the duties they are undertaking
 - c. Working with Children Checks
 - d. Any other relevant or required competencies

Safety and Emergency Management

- 14. The Hirer is responsible for familiarising themselves with the Venue Evacuation Plan and the emergency assembly locations as a duty of care under the *OHS Act 2004*.
- 15. The Hirer accepts and acknowledges their roles and responsibility in the Emergency Management Plan.

Liability

- 16. The Hirer must maintain a comprehensive Public Liability Insurance policy for minimum of twenty million dollars (\$20,000,000) for the duration of the Booking. A certificate of currency must be provided or applied during the Booking Application.
- 17. Private Hirers may be eligible to apply for Council's Community Liability Insurance for a fee. Conditions apply.
- 18. The Hirer indemnifies and releases the Council from all liability arising from the use or occupation of the Venue by the Hirer, the body it represents or any of the Booking Representatives including:

Child Safe Standards

- 22. The Hirer must provide adequate supervision of children at all times and is the appointed duty of care during the Booking and Associated Activities.
- 23. If the Hirer's activities in the Venue involve persons engaged in 'child related work' within the meaning of the *Worker Screening Act 2020 (Vic)* (WSA), they must ensure that all employees and volunteers who are required to obtain a WWC clearance, before working with children in the Venue.
- 24. The Hirer acknowledges that the Child Safe Standards can be found at the

website www.vic.gov.au/about-child-safe-standards (current at time of publishing)

25. Organisations must comply with the *Working with Children Act 2005* and the *Working with Children Regulations 2016* and the Victorian *Child Safe Standards 2022* during the Booking.

Fees and Charges

26. Council reserves the right to determine the fees and charges including but not limited to hire charges, insurance and bonds as endorsed in the fees and charges schedule.
27. The Security Bond does not contribute to any fees and charges associated with the Booking and will be held until confirmation the Venue is left in good order.
28. All fees and charges must be paid in full as per the invoice due date
29. Any additional cleaning required, damaged incurred, removal of waste, security or maintenance call outs, or misrepresentation in the Booking Application as a result of the Booking and associated activities or lost key/access card replacement will be charged to the Hirer and/or obtained from the security bond.
30. Remaining balance of the bond will be returned to the Hirer within 15 business days after bond return details have been provided.
31. All Bookings have a 2-hour minimum rate and are charged in 30 minute increments
32. One site visit per Booking application is included free of charge to the Hirer. Any additional site visits the Hirer will be charged at the hourly rate

Casual Hirer

33. Access to the Venue will not be granted until payment has been received

Regular Hirer

34. Regular Hirers will be invoiced each quarter. The full balance must be paid within the invoice due date.

35. Alternate payment terms may be considered in consultation with Council.
36. Hirers with overdue invoices will have their access suspended until all outstanding payments have been paid.
37. A maximum of three (3) date cancellations is allowed per Booking number. Any further cancellations will incur the applicable charges

Cancellation or Postponement

38. The Venue may be required as an emergency relief centre, and Council reserve the right to cancel your Booking if required.
39. Once a Booking Application has been confirmed, cancellations or postponements by the Hirer must be lodged in writing to Venues@portphillip.vic.gov.au at least 3 business days prior to the Booking. All charges will be refunded if within this timeframe.
40. Cancellations or postponements received less than 3 business days prior the Booking, all fees will be charged. Excludes bonds and insurance.
41. Changes to Booking times must be provided in writing to Venues@portphillip.vic.gov.au at least 3 business days prior to the Booking commencement.
42. Council reserves the right to cancel any Booking at their discretion with minimal notice.
43. Council will not be liable for any out-of-pocket expenses or charges (directly or indirectly) that the Hirer incurs due to cancellation, postponement or relocation.
44. If the Space is not available due to works by service providers/organisations that are outside of Council control, or compulsory closure due maintenance or force majeure, Council will provide a full refund of all fees and charges if an alternate Venue cannot be supplied.

Use of Venue and Access

45. Hirers and/or Representatives must not display or share Venue access information and may result in Booking termination and/or bond deduction.
46. Only the infrastructure and contractors outlined in the Booking Application are to be used during the Booking unless written approval has been obtained from a member of the VMT.
47. If requested, the Hirer must undertake a site Handover and hand-back in accordance with Council process.
48. Access to the Venue must be maintained for emergency vehicles and/or owners/tenants of properties requiring access.
49. All Emergency Exit points must be kept clear for emergency egress and fire safety equipment must not be moved or obstructed.
50. Collection of entry/admission fees into any section of the Venue is not permitted, unless outlined in the Application process.
51. Hirers must ensure the Building Occupancy is not exceeding during the Booking as per the *Building Regulations 2018*.
52. Garden condition cannot be guaranteed and do not form grounds for refunds.
53. Hirers must ensure the Venue is locked and secure, with all lights and heating and cooling switched off at the conclusion of the Booking.
54. The following activities are prohibited inside Port Phillip Venues:
 - a. Jumping castle and inflatables
 - b. Pyrotechnics
 - c. Firearms
 - d. Naked flames
 - e. Balloons
 - f. Smoke, fog or haze machines
 - g. Tape, stickers, adhesive fasteners, nails or screws or like materials are not to be placed on the walls, floors, fixtures or furniture.
 - h. Confetti, petals, paint, glitter, plastic confetti or alike
 - i. Portable cooking appliances including electric, gas and charcoal.
 - j. Gambling activities including: simulated or games of chance.
 - h. Drones
55. The above activities may be granted permission to the Hirer, if they are essential to the Booking, can provide evidence of being adequately managed and the appropriate documentation is provided to Council.
56. Smoking, vaping, and e-cigarettes are not permitted inside or within 4 metres of any Council Venue in line with the Victorian *Tobacco Act 1987*.

Cleaning

57. The Hirer must at all times, keep all Spaces clean and tidy during the time of the Booking
58. The Hirer must ensure the Venue is left in clean and in good order at the conclusion of their booking including: cleaning of floors, kitchen, benches and appliances.
59. At the conclusion of the Booking all displays, promotional material, waste and equipment associated with the Booking must be removed from the Venue.
60. The Hirer must ensure that the Venue and surrounding area is kept free from rubbish and that waste is placed in appropriate bins provided. If the bins do not fit all waste generated, remaining items must be taken off site and disposed of in the appropriate manner.
61. Hirer will be liable for any additional cleaning costs incurred as a result of the Booking and the Booking's associated activities.
62. All equipment and furniture is returned to the appropriate locations as specified in the induction manual and/or signage onsite.

Damage

63. Hirer will be liable for any damage done to the Venue that occurred during the Booking and associated activities.

64. If the Hirer fails to comply with the above condition, Council may carry out the necessary works to repair any damage incurred during/in relation to the Booking, the Hirer will be liable to indemnify the Council for all expenses incurred in carrying out such works. Any damage to a Venue and the surrounding grounds will be repaired at the Hirer's cost.

65. The Hirer accepts responsibility for loss and damage caused by their Booking, guests and associated activities.

Occupational Health & Safety

66. All electrical equipment must comply with relevant Work Safe Codes of Practice.

67. All electrical appliances and extension leads must be Tested and Tagged in accordance with the *OHS Act 2004* and must be protected and not come into contact with attendees.

68. A qualified electrician may be requested by Council to be engaged for a Booking with complex electrical requirements.

Noise

69. Use of amplifiers, musical instruments, electrical audio goods and the like are only permitted during the Booking times.

70. Sound amplification should not exceed 65 decibels from inside a nearby residence.

Catering & Food

71. Water access must be made available to food vendors and attendees.

72. Wastewater and oil must be disposed of appropriately offsite.

73. Sale or promotion of consumable goods is permitted during the Booking if vendors/traders that have current FoodTrader registrations, suitable food handling qualifications and an approved Statement of Trade.

Security & Alcohol Management

74. The consumption of alcohol outside of any Venue is strictly prohibited under the *Community Amenity Local Law 2023*.

75. If Alcohol is consumed or sold including part of ticket sale, the Hirer must obtain the appropriate liquor licence from the Victorian Commission for Gambling and Liquor Regulation and provide to Council minimum 5 business days prior to the Booking.

76. The Hirer must ensure the appropriate licence and liquor signage is displayed for the duration of the licence.

77. Alcohol consumption without a licence is permitted at a Booking for an organised function, provided that no nuisance is caused.

78. The Hirer may be required to register their event with Victoria Police under the PartySafe initiative at the request of Council.

Traffic and Crowd Management

79. Vehicles must only be parked in designated parking bays and follow parking restrictions.

80. Parking or driving vehicles on surrounding grounds that are not designated roads or car parks is prohibited.

81. If specified as a requirement by Council, the Hirer must arrange for Security guards, Accredited Traffic Controller(s), suitably qualified Event Safety Officer(s) or an event production company to assist with traffic and crowd management for the Booking.

Storage

82. Storage of any items before or after the Booking is not permitted unless it forms part of the Booking.

Temporary Structures

83. Temporary structures (e.g. stages/marquees) are permitted in some locations. Prior approval must be obtained via Booking application process. Where approval is granted, all structures may need to be sited prior to the Booking.

Resident and Stakeholder Notification

84. The Hirer may be requested to notify residents and businesses in writing within a defined radius of the Venue as per direction by Council.

Promotional Activity

85. The roaming distribution of flyers and handbills are not permitted in any Public Spaces under any circumstances, unless prior approval has been granted by the VMT.
86. Fundraising such as selling raffle tickets, tin rattling and the like is not permitted unless approved in writing by Council and must be compliant with *the Victorian Gambling and Casino Control Commission Act 2011*.
87. Promotional product or food giveaways are only permitted in conjunction with a Booking, and prior approval by Council is required.

Signage and Decorations

88. Any decorations or signage must not be affixed with any form of blutac, tape or hooks.
89. Signage must not be placed inside or outside the Venue without appropriate approval from Council including but not limited to Real Estate Boards, Banners and VMS. For more information please visit: [Temporary signage for community events - City of Port Phillip](#).
90. All signage and decorations must be taken down and thoughtfully disposed of at the conclusion of the Booking and all adhesive products must be removed.

Animals

91. Petting Zoos, animal farms and animal rides, are not permitted in any Venue.
92. Petting Zoos, may be permitted specific Venues when approved in writing by the VMT. Conditions apply.
93. Assistance animals are permitted.

Barbeques

94. No barbecues and spit roast appliances are permitted inside Venues.
95. Gas Barbecues and spit roast appliances may be permitted outside specific Venues when approved in writing by the VMT. Conditions apply.

Filming

96. Filming is permitted if written approval has been provided by Council in accordance with *The Filming Act 2014*. You may be required to complete a filming permit application.

Definitions

For the purposes of these Terms and Conditions the following terms are referred to in the following ways:

(The) Hirer:

The Hirer (who will most likely also be the Booking organiser, or Hirer) is responsible for the overall management of the Booking and will be the key contact for the Council. The role and responsibilities of a Hirer include Booking oversight, and liaison. The Hirer must be contactable throughout the Booking process and during the Booking.

(The) Booking:

A Council approved 'booking' is required for the use and hire of the Space/s.

Casual Hirer: Hirer who books Space/s on a one-off basis or whose booking does not repeat on a specified day/ times in a calendar month.

Venue: The place in which the Booking takes place as outlined in the general conditions Clause 1.

Private Hirer: Hirer who is Booking a Space for private invite activity and is not Booking the Venue as an organisation.

Regular Hirer: Hirer who has a Booking that repeats on a specific day, time/s and Space with a minimum of a quarterly basis.

Representative: Any person/s taking part in the associated activities that form part of the Booking.

Including but not limited to contractors, service providers, volunteers and attendees.

Space: The room/s to be hired within a Venue including common areas. E.g. Multipurpose Room, Kitchen, Meeting Room, Toilets.

Handover: This refers to a process where a Council Officer will meet The Hirer to hand over a safe and clean site before the event date, and then meet again after the event to receive the site back in the same safe and clean state that it was received.

