



These Terms and Conditions are to be read in conjunction with Council's *Community Facility Access and Allocation Policy*. Any breach of these Terms and Conditions may result in cancellation of the Hire Agreement.

1. CONDITIONS OF ENTRY FOR USERS OF COMMUNITY FACILITIES

On entering any Port Phillip Community Facility, all visitors agree to abide by these Conditions of Entry, understanding that failure to do so may result in:

- Suspension from the facility for a specified period of time as determined and directed by an authorised Council Officer.
- Immediate cancellation of the group or individuals' bookings.

Group leaders/hirers must ensure that all attendees have read and understood these Conditions of Entry and their implications.

1.1 Conditions of Entry

- Treat all community facility users and 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).
- Inform community facility staff directly of any concerns relating to the behaviour of other patrons (refer to Section 11 - Disputes).
- A group member or hirer of Port Phillip Community Facilities must not (without the authority of the Community Facilities Officers), enter or use the facility when closed or the hired space beyond their allocated booking time (refer to Section 9 – Vacating Premises).
- Facility users must follow instructions provided by the Facility staff in relation to OH&S and safety within the venue (refer to Section 5 – Duty of Care).
- Facility users must abide by all instructions or directions given by Council staff (refer to Section 16 – Authority).
- Children under six years of age must not be left unattended in Community Facilities and should at all times be under the supervision of a parent or other adult. Any young person left unattended in a public facility may be classed as a child or young person at risk of harm under the Children, Youth and Families Act 2005 - SECTION 162.
- No dogs or animals may be brought into facilities, with the exception of Guide Dogs, unless approved by an authorised Council Officer.

- Smoking, gambling or drug use is not permitted within any Council owned and run buildings, doorways and grounds.
- Consumption of alcohol is not permitted on facility premises unless approved as part of the booking/hire arrangements and agreed to by Community Facility staff. Sale of liquor requires a limited licence from the Liquor Licencing Commission.
- No amplified music is to be played outside of the hired rooms/space. This includes no amplified music in open space and/or reserves attached/adjacent to community facilities.

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

2. BOOKINGS

2.1 Booking Application Form

An application form must be submitted for every booking. The application form must be completed by the applicant, signed by the applicant and approved by a Community Facilities officer prior to use of the space.

The Council reserves the right to refuse any booking application and only approves venue hire to persons over 18 years old.

Please note that set-up and pack-down time is included in your booking. The venue must be vacated by the specified booking time.

Council reserves the right to insist on providing a security service, and to bill the associated cost to the hirer where applicable.

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 owners/operators of machinery (eg, children's rides), events, and performance groups. Please list details on application form and seek permission from the Community Facility officer before hiring contractors to be used on the day of the booking.

2.2 Changes to Bookings

Notification of changes to bookings, including cancellation of booking, must be in writing to the Community Facilities officer with a minimum of two weeks' notice, otherwise you will be charged for the original booking time.

Council has the right to cancel any booking where these spaces are required for Council functions, municipal elections, State or Federal elections, or as required under the Municipal Emergency Plan. This includes where the hire fee and/or deposit is paid.

If any booking is cancelled due to Council functions, or circumstances out of the hirer's control, all bonds, deposits and hire fees paid shall be returned in full.

Where appropriate and particularly where demand exceeds supply of available space, there will be consultation with user groups to ensure the best possible outcomes for all users and maximise available space. This may include a change of room and/or facility for a booking.

2.3 Booking Information Specific for Regular Hirers

For regular hirers, where the applicant is classified as a Private or Semi commercial hirer, the equivalent of 3 months hire fees are payable in advance. This amount will be held in trust as a prepaid bond. When the hire arrangement ceases, this advance payment will either be offset against any unpaid hire fees/debts owed to Council or refunded, as applicable.

Invoices will be sent to all regular hirers every 3 months and payment will be due in 30 days.

If payment is not received within 30 Days, Council reserves the right to cancel the booking.

When booking space for an ongoing activity, hirers will be charged for the time that is booked, not the time used. If a room is booked for an ongoing activity over several sessions, the hirer will be charged for that time regardless of whether the booked hours are used or not.

2.4 Booking Information Specific for Casual Hirers

Payment is due ten (10) working days after lodgement 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.

3. PUBLIC LIABILITY INSURANCE

Council requires hirers to be covered for public liability insurance, as recommended by Council's insurance broker, for a minimum of \$10 million. In the event that an unincorporated organisation or individual is not insured, insurance cover may be available from Council for a fee. In this case, attendance records of participants must be kept by the group receiving coverage.

Evidence in the form of a copy of a current Insurance policy (Certificate of Currency) must be provided when applying for hire. Groups covered under a policy held by an auspice body/association must provide a copy of the current Certificate or a letter signed by the auspice body declaring coverage.

Council may provide coverage for a one-off event (subject to policy conditions and exclusions) at the cost of \$28.50 including GST. This would be payable with other hire charges prior to the hire date. (Note: This policy does not include cover for contractors.)

In the event of any claim or the occurrence of any situation that may give rise to a claim under Council's insurance, the hirer must advise the Council's Risk and Insurance Unit on 9209 6777 as soon as possible.

The City of Port Phillip has the right to cancel or refuse any booking if such evidence/payment has not been provided.

4. KEYS AND VENUE ACCESS

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. This must be done between Monday – Friday 9am – 5pm. If no communication is received by Bookings officers within this timeframe, it will be presumed that the booking is not proceeding and keys/access codes are not needed.

If a hirer cannot access the venue on the weekend or after business hours, please contact Council on 9209 6777.

Please note there is a significant cost for call outs and the hirer may be responsible for the cost of the After Hours attendance, especially due to a lost key or failure to collect a key during business hours.

4.1 Security Bond

A bond fee of \$100.00 or \$500.00 high risk bookings is payable in addition to the appropriate hiring fee. Subject to these Terms and Conditions of hire, the bond will be refundable on return of the key. Keys must be returned to the Community Facilities officer within 48 hours after use of the hall / room.

4.2 Keys and Venue access for Regular Bookings

Each group or person making a booking will be provided with 1 key. Any request for additional keys must be made through the Community Facilities officer for consideration.

If a key is lost, it must be reported to the Community Facilities Officer as soon as possible. Cost for replacing lost keys will be covered by the hirer.

4.3 Keys and Venue access for Casual Bookings

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.

5. DUTY OF CARE – HEALTH AND SAFETY

Hirers will take reasonable care to ensure their own health and safety as well as that of any other person who may be affected by the individual or groups' acts or omissions at community facilities. Hirers are required to adhere to all of the Council's Health and Safety work practices and policies, as well as the OH&S Act (2004) or any succeeding legislation.

We recommend hirers bring their own first aid kit if required, and ensure appropriately trained personnel are in attendance.

Users must not exceed the maximum capacity of people in their hired space.

5.1 Venue Emergencies

Hirers and group leaders have full responsibility for the health and safety of their participants at all times including any emergencies and evacuations.

If a hirer finds that a facility has been damaged (flooding, electrical problems, storm damage or other) or an emergency arises with the facility please use the

after-hours emergency contact numbers below 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.

After Hours Venue Emergencies Call ASSIST - 9209 6777

6. ADVERTISING AND PROMOTION

Council reserves the right to view and approve all advertising material prior to publication (both hard copy and web-based).

With regards to the facilities:

- The Hirer must not erect any signs or notices in the interior or exterior of the Community Facilities without the Council's prior consent.
- No banners, signs, notices or advertising materials are to be placed either outside or inside the Community Facilities at any time, unless Council consent has been obtained.
- No spruiking or canvassing is allowed at any time outside the hired venue.

7. 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 other way damaged.

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

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

If any damage does occur, the Property Manager's assessment of damage shall be taken as final and the hirer, upon request, shall be required to pay to Council the cost of repairs from such damage.

7.1 Decorations

- No floating devices are permitted within the Community Facilities venues under any circumstances.
- 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 tape is to be placed on the walls, fixtures and fittings of the venue. With prior written consent from a Community Facilities officer, Blue 14 Day U/V Masking Tape which is specifically designed for use on lacquer or polyurethane services can be used.

7.2 Smoke Machines, Volatile and Flammable Materials

- Smoke machines of any kind are strictly prohibited.
- No candles of any kind can be used in the venue without the prior written consent of Community Facilities officer
- Fireworks, pyrotechnic devices and any like materials are strictly forbidden in the Community Facilities venues.

8. CLEANING

The City of Port Phillip does not supply hirers with any cleaning materials or cleaning products.

The Hirer will leave the hall, kitchen and/or rooms in a tidy condition and all fixtures in good order and shall immediately place all rubbish and waste matter in plastic bags within garbage containers provided. No equipment or materials etc. are to be left in the facility.

- If kitchen appliances have been used, they must be cleaned and wiped down from any leftover food.
- Users must vacuum carpeted areas and sweep other surfaces after use.
- The Community Facilities officer must be informed of any spillage on carpeted areas.
- No rubbish is to be left inside the rooms. Please deposit rubbish in appropriate bins (recyclable rubbish only should be placed in the recyclables bin) provided at the venue.
- All chairs and tables used must be cleaned and returned to their original positions.
- All areas used, including the toilets, kitchen, hall, rooms are to be left in a clean state.

If the hirer fails to comply with cleaning requirements they will be liable for any cleaning or rubbish removal costs incurred by Council.

9. PARKING

Community 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 regulations around the hired venue. It is an offence to ignore parking signs, to park on the nature strips or to block residential driveways. Parking officers regularly patrol areas around centres, and Council takes no responsibility for any parking infringement notice issued.

10. VACATING PREMISES

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

Users must ensure all windows and doors are locked (snip and bolt), and the heating system and all lights are switched off when they leave.

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. CONFIDENTIAL INFORMATION

Hirers must not use confidential or any other information to gain improper advantage for themselves or any other person. This includes making any improper disclosure or use of any confidential information in line with the Information Privacy Act (2000) and the Protected Disclosures Act (2012).

13. INDEMNITY

The Hirer 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 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.

The Hirers 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.

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 Coordinator Community & Service Planning therein shall be final and conclusive.

15. AUTHORITY

Hirers are required to comply with any lawful order given by any person authorised to make such an order.

Any Council officer acting on behalf of Council is authorised to convey the directions, or perform the functions or discretions of Council, as set out in these Terms and Conditions.

Any doubts as to the propriety or legality of an order should be referred to the relevant Manager for resolution.

16. PRICING

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

16.1 Hire Fee Increases

All hall hire fees and charges will be subject to annual increases as set by Council. Hirers will be informed of changes to fee rates during the application process. It is the responsibility of the hirer to inform members of their group and participants of these hire rate changes.