

# Terms and Conditions of Hire Community Centres



***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:

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

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

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# 1. Bookings

Council's Community Centre venues provide a space for involving, enabling and engaging the community in a holistic model of wellbeing.

Council makes these venues available for use and hire by members of the general public to support various social, recreational, cultural, leisure and lifelong learning activities and services that benefit and strengthen the local community leading to increased community connection, participation, health and wellbeing.

As a primary asset of Council however, there may be times where community use is temporarily restricted due to priority Council business or wider restrictions such as emergency support, service relocation and community centre upgrades.

## 1.1 Applications

Applications will only be accepted by persons over 18 years old.

All users must formally apply for community centre use using the correct application forms with the appropriate supporting documentation as required by Council, as amended from time to time. Users must have received Council's written approval prior to undertaking formal or organised use of Council managed community facilities.

A submitted application is conclusive evidence that the Hirer accepts these Terms and Conditions.

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 may include, but is not limited to:

- 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.

Applications 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 can automatically cancel a booking due to nondisclosure or the supply of incorrect or misleading information.

## 1.2 Regular hire applications

Council reviews regular hire arrangements on an annual basis through an annual Expressions of Interest process seeking applications for the regular hire of community facilities.

The spaces available for hire through this process will be at Councils discretion based on current municipal service needs and be advised at the commencement of the process.

Regular hirers must apply to Council for new or continued use each year, in line with Council's Community Facility Access and Allocation Policy to ensure equity of access for all. No bookings for regular hire will be taken for the coming year until applications have officially opened.

Assessment of all hire applications will be conducted in accordance with the Access and Allocation Policy.

Council will notify applicants of outcomes of all applications and the cost of the proposed hire before the start of their booking period.

Outside of the annual application process, groups can apply to hire a space on a casual basis.

## 1.3 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.

## 1.4 Booking times

The hours of operation for all of Council's community centres are between 9am to 10pm seven days a week, Monday – Sunday, in line with Environmental Protection Regulations 2008 (for residential noise complaints).

Proposed hire must be for a minimum period of 1 hour and set-up and pack-down time is to be included in your booking time.

The venue must be vacated by the end of your specified booking time. All venues must be vacated by 10.00pm.

## 1.5 Changes to bookings

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 venue for a booking.

Council reserves the right to propose alternative arrangements to existing centre users which are more appropriate to the management of the centre and Council's requirements.

## 1.6 Cancellations

### By the hirer

Notifications of changes to bookings, including cancellations must be made in writing with a minimum of 48 hours' notice; otherwise the hirer may be charged according to the original booking time.

### 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 venue is required for:

- Council core functions.
- Municipal, State or Federal elections.
- COVID support, including vaccination or testing services.
- An evacuation centre in the event of a declared emergency under Council's Municipal Emergency Management Plan.

And/or:

- If any unforeseeable natural event/disaster occurs that renders the building unable to safely accommodate the event.
- Any monies owing which 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.
- If repairs, alterations or additions to the venue 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.
- Where the Hirer has not provided adequate proof of compliance.
- If the Hirer breaches any condition contained in these terms and conditions.

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.

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.

## 1.7 Event security

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

## 2. Fees and charges

### 2.1 Venue hire

A scale of different charges will apply to semi-commercial, community and private users as outlined in Access and Allocation Policy.

Payment is due fourteen (14) 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.

If a space 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 unless a cancellation is made in writing with a minimum of 48 hours' notice.

Regular Hirers will be invoiced 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.

### 2.2 Security bonds

A standard bond fee of \$100.00 or \$500.00 for 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 post booking.

### 2.3 Pricing

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

### 2.4 Hire fee increases

All hall hire fees and charges are determined on an annual basis in accordance with the Local Government Act and Council's Fees and Charges schedule and will be subject to annual increases as set by Council.

Hirers will be informed of changes to fee rates in line with the budget in June each year. It is the responsibility of the hirer to inform members of their group and participants of these hire rate changes.

## 3. Public Liability Insurance

Council requires hirers to be covered for public liability insurance to protect against claims of

personal injury or property damage that arise from the activities undertaken by hirers on Council premises. Council's Insurance Broker requires a minimum coverage of \$20 million for any one occurrence.

If an unincorporated organisation or individual is not insured, insurance cover may be available from Council for a fee and can only be used for up to 52 bookings per year. In this case, attendance records of participants must be kept by the group receiving coverage. This would be payable with other hire charges prior to the hire date. (Note: This policy does not include cover for contractors).

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.

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 and the Venue Management Team 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. Venue access**

### **4.1 Key collection & access codes**

A Venue Management Team member will provide access details to hirers during the week prior to the booking date.

Under no circumstances are hirers permitted to access a venue outside their allocated booking time, use a space that has not been allocated to their booking or share access details with another group/individual. Breaching these conditions may result in additional charges or termination of all bookings.

Hirers must not display or advertise any community centre access codes provided.

### **4.2 Locking up**

Hirers must ensure the venues are returned to their standard setup, all windows, doors and gates are locked (snip and bolt), heating/cooling systems, audio visual equipment and lights are switched off when they leave.

### **4.3 Key returns**

Physical keys obtained for the booking must be returned to the allocated location outlined by the Venue Management Team on conclusion of the booking.

## 4.4 Lost keys

If a key or pass is lost, it must be reported to the Venue Management Team as soon as possible. Cost for replacing lost keys will be covered by the hirer.

## 4.5 Access issues

If a hirer cannot access the venue on the weekend or after business hours, please contact Council on 9209 6777 and wait to be directed to the afterhours service.

***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.***

# 5. Venue use

## 5.1 Conditions of entry

The following conditions of entry apply to all users of the venue:

- Treat all community centre 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 Venue Management staff directly of any concerns relating to the behaviour of other patrons.
- Adhere to any instructions or directions provided by Council staff during your time at the venue, including but not limited to instructions regarding Occupational Health and Safety (OH&S) guidelines and safety protocols within the venue, including manual handling instructions.
- Ensure that all furniture and equipment is returned to the standard setup at the booking conclusion and all furniture and equipment is stored correctly and in its designated space.
- Treat the venue with care, this is inclusive of all furniture and equipment.
- Provide own cleaning equipment to ensure the space is left as it was when hired, this includes wiping all surfaces, cleaning equipment, cleaning the floor and spills etc.
- Children under six years of age must not be left unattended in Community Facilities and should always 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.
- Consumption of alcohol is not permitted on premises unless approved as part of the booking/hire arrangements and agreed to by Venue Management staff. Any 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.
- Ensure that the venue is secure upon departure. This means ensuring doors and windows are locked if appropriate, that all guests have left the venue and that there are not any people in the venue who shouldn't be present.

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 of the centre.



## 5.2 Storage

Council is unable to provide storage for casual hire users.

Storage allocation must be determined at the time of the booking and/or expression of interest application, in line with the assessment criteria outlined in Councils Access and Allocation Policy. Due to limited availability, Council cannot guarantee storage space at community centres.

Allocated storage for perishable items (tea, coffee, sugar, biscuits, long life milk etc) must be regularly checked to avoid infestation of vermin and no private information or documents are to be stored.

Storage may be reviewed and/or revoked by Council at any time.

## 5.3 Contractors

Contractors who are brought into the venue by the hirer on the day of booking must have pre-approval 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 Venue Management Team before hiring contractors to be used on the day of the booking.

## 5.4 Advertising and promotion

Council reserves the right to view all advertising material proposed to be used by the Hirer for publication including paper based and social media.

No spruiking or canvassing is allowed at any time outside the hired venue.

No banners, advertising material or signs to be placed on the exterior, interior or surrounds of the hired venue without prior written consent of Council.

Council will not consider approval of any form of signage without having the opportunity to review details of the size, design, location and permanent and/or temporary nature of the signage.

Verbal consent (of any form) will not be considered as sufficient. In the absence of written consent Council reserves the right to have the signage removed immediately. Council reserves the right to give, withhold or impose conditions on its consent in its absolute discretion.

As the hired venues are available to multiple hirers Council will not approve any form of permanent signage.

## 5.5 Parking and vehicles

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.

No vehicles are permitted to enter or park within community centres, parks, open spaces, gardens, lawns, boundaries, nature strips or block residential driveways.

Parking officers regularly patrol areas around centres and Council takes no responsibility for any parking infringement notice issued.

## 5.6 Damages

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 Venue Management Team.

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 Venue Management Team.

If any damage does occur, the Team Leader, Venue Management'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.

## 5.7 Sustainability

Council is committed to reducing our greenhouse gas emissions through the Act and Adapt Sustainable Environment Strategy. It is expected that all centre hirers and users comply with building operating procedures to reduce energy consumption and wastage in all its forms.

Appropriate waste bins are to be used when disposing of rubbish.

## 5.8 Lost property

Any items left in the premises is classified as lost property. All lost property items will be available for collection from St Kilda Town Hall front Assist Counter post booking.

## 6. Prohibited items

The following is strictly prohibited, without exception:

- Smoking on any Council property, this includes inside the venue & 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/Dry Ice machines.
- Confetti, petals, paint, glitter or 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

With prior written consent from the Venue Management Team, Blue 14 Day U/V Masking Tape which is specifically designed for use on lacquer or polyurethane services may be used.

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

## Gambling activities

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

## Animals

Animals are strictly prohibited in the Community Centre without the prior written consent of the Council, apart from 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 Community Centre during the Hire Period for the sole purpose of including them in Council promotional publications.

## 7. Cleaning

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

The Hirer must provide own cleaning equipment to ensure the space is left as it was when hired, this includes;

- Wiping all surfaces, kitchen appliances, used equipment, cleaning the floor and spills etc.
- Users must vacuum carpeted areas and sweep other surfaces after use.
- The Venue Management Team must be informed of any spillage on carpeted areas.
- Deposit rubbish in appropriate bins (recyclable rubbish only should be placed in the recycling bin) provided at the venue. No rubbish is to be left inside the rooms.
- All areas used, including the toilets, kitchen, hall, rooms are to be left in a clean state.

- Leave the hall, kitchen and/or rooms in a tidy condition and all fixtures in good order
- All chairs and tables used must be cleaned appropriately and returned to their original positions.
- No equipment or materials etc. are to be left in the venue.

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

## 8. Health and safety

### 8.1 Duty of care

Hirers have 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, Hirers must ensure so far as reasonably practicable that people are not exposed to risk arising from the event or associated activities.

The Hirer is responsible for:

- Providing adequate risk management for all aspects of the hire.
- The safety and security of equipment and property during hire.
- Returning all furniture and equipment to the standard setup at the end of each hire. Standard setup visuals can be found in each room.
- Ensuring the venue, furniture and equipment is treated with care. This includes following any manual handling instruction provided by Council.
- The safeguarding of the public against injury and for maintaining the site during the conduct of the hire.
- Notifying a Council immediately after an accident or any incident involving injury or property damage.
- Reporting any malfunctioning or damaged equipment, or any other hazards immediately to Council.
- Managing all third-party users and ensuring they comply with Council terms and conditions
- Ensuring the booking does not exceed the maximum occupancy capacity of people in the hired space.
- Complying with all State Government and DHHS directives such as the COVID-19 requirements for community activities.

### 8.2 First aid

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

### 8.3 Emergency Management

Our Community Centre layouts are to safely accommodate all patrons with the appropriate emergency exits and clearway requirements. All Council evacuation diagrams and emergency management plans are placed appropriately within the venues for hirers to view.

Hirers must have a suitable emergency plan in place for their hire period, to ensure the health and safety of all their attendees in any emergencies or required evacuations. Hirers must ensure emergency exits are kept clear at all times.

### 8.4 Venue Emergencies

## **In an emergency call “000”**

**For afterhours venue support call ASSIST on “9209 6777” and wait to be redirected to the afterhours service.**

Hirers and group leaders must always take full responsibility for the health and safety of their participants including any emergencies and evacuations.

If a hirer finds that a venue has been damaged (flooding, electrical problems, storm damage or other) or an emergency arises within the venue please use the after-hours emergency contact number 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.

## **8.5 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.

## **9. 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).

## **10. 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.

## **11. 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, Venue Management therein shall be final and conclusive.

## **12. 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 Team Leader, Venue Management for resolution.