



Terms and Conditions of Hire for Community Facilities/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 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 Terms and their implications.

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1. Bookings

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

Council makes these facilities 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.

An Application Form must be submitted for every booking along with any other documents as required by Council, as amended from time to time.

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

A booking is not confirmed until written approval has been provided by the Venue Management Team.

Council reserves the right to refuse any booking application.

1.2 Regular hire applications

Council reviews regular hire arrangements on an annual basis through a regular hire application process. Regular hirers must apply to Council for new or continued use each year, in line with Council policy to ensure equity of access for all.

Assessment of all hire applications will be conducted in accordance with the Community 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 available.

1.3 Booking times

The hours of operation for all of Council's community centres are between 9am to 10pm seven days a week, 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.

1.4 Event Security

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

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 facility 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

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.

Council has the right to cancel any booking where 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.

2. Fees and charges

2.1 Venue hire

Fees and charges for regular or casual hire of community centres are determined on an annual basis in accordance with the Local Government Act and Council's Fees and Charges schedule.

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

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.

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.

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 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 on return of the key.

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 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.

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 \$20 million.

In the event that an unincorporated organisation or individual is not insured, insurance cover may be available from Council for a fee per booking 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 or a letter signed by the auspice body declaring coverage.

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. Venue access

4.1 Key collection

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 the Venue Management Team within this timeframe, it will be presumed that the booking is not proceeding, and keys/access codes are not needed.

A group member or hirer must not enter or use the facility beyond their allocated booking time.

4.2 Key returns

Keys must be returned to the Venue Management Team within 48 hours after use of the hall / room.

4.3 Lost keys

If a key 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.

4.4 Access issues

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.

4.5 Locking up

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

5. Venue use

5.1 Conditions of entry

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

- 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 venue management staff directly of any concerns relating to the behaviour of other patrons
- Facility users must follow instructions provided by the Council Staff in relation to OH&S and safety within the venue
- Facility users must abide by all instructions or directions given by Council staff
- 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 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.

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

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.

5.3 Contractors

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 Venue Management Team before hiring contractors to be used on the day of the booking.

5.4 Advertising, Promotion and Signage

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 it is unlikely that Council will approve any form of permanent signage.

5.5 Decorations

No floating devices are permitted within the facility under any circumstances.

The use of helium or inflatable balloons is not permitted inside any City of Port Phillip venues. 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 the Venue Management Team, Blue 14 Day U/V Masking Tape which is specifically designed for use on lacquer or polyurethane surfaces may be used.

5.6 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 Council's Venue Management Team.

Fireworks, pyrotechnic devices and any like materials are strictly forbidden in the community facilities venues.

5.7 Sustainability

Council is committed to reducing our greenhouse gas emissions through the Act and Adapt 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.

5.8 Parking

Community facilities 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.

5.9 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.

6. 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 Venue Management Team 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 appropriately and returned to their original positions.
- All areas used, including the toilets, kitchen, hall, rooms are to be left in a clean state.

Hirers must undertake touch point cleaning of all items used during their hire during the COVID-19 Pandemic.

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

7. Health and safety

7.1 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 security of equipment and property during hire
- 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 equipment or any other hazards immediately to Council
- The hirer is responsible for managing all third-party users and ensuring they comply with Council terms and conditions.

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

7.2 First Aid

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

7.3 Evacuation Plans

Our community centre layouts are advised to safely accommodate all patrons with the appropriate emergency exits and clearway requirements. All floor plans are located in appropriate places within the centre.

It is important hirers have a suitable emergency plan in place to ensure the health and safety in any emergencies or required evacuations.

7.4 Venue emergencies

In an emergency call “000”

For afterhours venue support call ASSIST on “9209 6777”

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 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.

7.5 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.

8. 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).

9. 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.

10. 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.

11. 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.