

CONDITIONS OF HIRE

Community Centres and Facilities

A. DEFINITIONS

1. CONDITIONS AND FACILITY

These Conditions of Hire ('Conditions') apply to the hire of Council community centres and facilities, and any part of them, including any common areas such as kitchens, toilets, foyers, hallways and outdoor areas, referred to in these Conditions, whether individually or together, as the 'Facility'.

2. HIRER

In these Conditions, the 'Hirer' means the individual or organisation that has applied to hire the Facility or that has a confirmed booking of the Facility and includes 'casual' hirers who make one-off bookings and 'regular' hirers who make recurrent bookings. Where the Hirer is an organisation, the individual who makes the booking is jointly and severally liable together with the organisation to ensure compliance with these Conditions including with respect to the payment of hire fees, bond and key deposit and any other costs.

B. PRIOR TO USE/ACTIVITY

3. BOOKING PROCESS

Application form

- 3.1 A properly completed and signed application form must be submitted by the Hirer to book the Facility. Where a booking is made on behalf of an organisation, the individual who makes the booking must certify that he/she has the necessary authority to make the booking and must include his/her contact details as well as those of the organisation on the application form.

Booking confirmation

- 3.2 If the Hirer's application to hire the Facility is successful, Council will issue a written booking confirmation to the Hirer.

Site orientation

- 3.3 The Hirer or the Hirer's representative must, prior to the start of the hire, undergo a site orientation for the Facility. A site orientation will include, but is not limited to, entry and exit procedures, emergency and evacuation procedures, audio visual systems, use of retractable

doors and other equipment, and cleaning. Failure to attend, may, at the option of Council, result in a cancellation of the Hirer's booking.

4. FEES

Where the Hirer is a casual hirer, the Hirer must pay the full amount of the hire fees and bond applicable to the Facility prior to confirmation of a booking. Where the Hirer is a regular hirer, the Hirer must pay the bond applicable to the Facility prior to confirmation of a booking and the full amount of the hire fees to be invoiced on a monthly basis and which are payable within 30 calendar days of receipt of a Council invoice.

5. BOND AND KEY DEPOSIT

- 5.1 The bond payable by the Hirer pursuant to clause 4 will be held by Council as security against any damage caused to the Facility and/or any other breach of these Conditions.
- 5.2 A key deposit applicable to the Facility is payable by the Hirer prior to confirmation of a booking and will be held by Council as security against the cost of the replacement of the keys, cylinder and lock where the Hirer is in breach of clause 8.
- 5.3 Subject to satisfactory compliance with clauses 8 and 10 respectively, Council will make a refund of the bond and key deposit in the form of a cheque within 30 calendar days of the conclusion of the hire.
- 5.4 Council may make deductions from the bond for any reasonable cause and in such amounts as are determined by Council including, but not limited to:
 - 5.4.1 damage caused to the Facility or any Facility fitting, fixture or furniture;
 - 5.4.2 any costs incurred for the services of a professional cleaner, where the Facility, or any part of it, in the reasonable opinion of Council, has been left in an unclean condition;
 - 5.4.3 any costs incurred in the removal, disposal or storage of the Hirer's property left at the Facility;
 - 5.4.4 a call-out fee for after hours' attendance at the Facility by a Council officer or contractor; and
 - 5.4.5 any other fees, costs and expenses incurred as a result of a breach of these Conditions.
- 5.5 Where the amount of the bond is not sufficient to cover the sums payable pursuant to these Conditions, the Hirer is liable to pay the difference within 30 calendar days of receipt of a Council invoice.
- 5.6 Where the amount of the key deposit is not sufficient to cover the sums payable pursuant to these Conditions, the Hirer is liable to pay the difference within 30 calendar days of receipt of a Council invoice.

6. CHANGES TO BOOKINGS AND CANCELLATION BY THE HIRER

- 6.1 Requests for changes to bookings must be notified in writing to Facility staff and the Hirer acknowledges that Council is under no obligation to accommodate any such requests.

- 6.2 Where notice of cancellation is given by the Hirer 30 calendar days or more before the start of the hire, a full refund of the hire fees, bond and key deposit paid will be made within 30 calendar days of receipt of a written notice of cancellation.
- 6.3 Where notice of cancellation is given by the Hirer between 14 and 29 calendar days before the start of the hire, a 50% refund of the hire fees paid and a full refund of the bond and key deposit paid will be made within 30 calendar days of receipt of a written notice of cancellation.
- 6.4 Where notice of cancellation is given by the Hirer less than 14 calendar days before the start of the hire, no refund of the hire fees paid will be made. The bond and key deposit paid will be refunded in full within 30 calendar days of receipt of a written notice of cancellation.

7. INSURANCE

- 7.1 The Hirer must during the period of the hire, hold and maintain current public liability insurance acceptable to Council and with minimum coverage per single event of \$20 million.
- 7.2 The Hirer must submit to Council a copy of its certificate of currency in respect of public liability insurance at the time of submitting the application form referred to in clause 3.1.
- 7.3 If the Hirer engages the services of a professional caterer, the Hirer must provide evidence of the caterer's public/product liability insurance prior to the start of the hire.
- 7.4 Notwithstanding clauses 7.1 and 7.2, Council may, at the request of the Hirer, and in its absolute discretion, arrange for the Hirer to be covered under a Council-purchased public/product liability insurance policy, subject to payment of the applicable fee and to the policy's terms, conditions and exclusions. The Hirer will be advised prior to confirmation of the booking whether or not a request for such insurance has been successful.
- 7.5 Whether or not a Hirer is covered under the Council-purchased policy referred to in clause 7.4, if an incident occurs which may give rise to a claim, the Hirer must notify the Facility Manager or Council via its after hours' call centre on 03 9742 0777.
- 7.6 For the purposes of any claim made by the Hirer, the Hirer acknowledges and agrees that Council's responsibility extends to facilitating lodgement of a claim and that Council is not obliged to participate in any correspondence or dispute the Hirer may have with the insurer of the policy referred to in clause 7.4. Council is not liable to either reimburse the Hirer for the payment of any deductible or to pay the Hirer a sum equivalent to any amount denied or reduced under the Hirer's claim.
- 7.7 The Hirer acknowledges and agrees that Council is not responsible for any loss or damage, howsoever caused, to any property belonging either to the Hirer or any person attending the Facility at the invitation of the Hirer. Insurance for non-Council property is entirely the responsibility of the Hirer.

C. DURING USE/ACTIVITY

8. KEYS

- 8.1 The Hirer will be issued with one set of keys, where required, which must be returned to Facility staff within three business days of the end of the hire.
- 8.2 The Hirer must not make copies of keys, lend or give keys to a third party, or otherwise permit third party access to keys, nor fit additional locks to the Facility.
- 8.3 If a Council officer or contractor is requested to attend the Facility to provide the Hirer with access, at the option of Council, the Hirer may be charged a call-out fee.

9. GENERAL CONDITIONS OF USE

The Hirer:

Repair and maintenance

- 9.1 is responsible for, and must make good, any loss or damage caused to the Facility or any part of it, including to any furniture, fixtures, and fittings at the Facility and other Council property;
- 9.2 must not bring heavy equipment into the Facility without the prior written consent of the Facility Manager;
- 9.3 must not erect signs or notices of any description to the interior or exterior of the Facility without the prior written consent of the Facility Manager;
- 9.4 must not attach posters or promotional material of any description to any surface of the Facility without the prior written consent of Facility staff;
- 9.5 must not include Council's name or logo in its promotional material without the prior written consent of the Facility Manager;
- 9.6 must not use adhesive products to attach any items, including but not limited to, banners, decorations or balloons, to any painted surfaces at the Facility and acknowledges that helium balloons used at the Facility must be weighted and are not permitted to float;
- 9.7 must not pierce any part or surface of the Facility or any fitting or fixture whether by the use of nails, tacks, screws or otherwise;
- 9.8 must only use the cleaning products, cloths and other items provided by Council to clean the Facility. In the event that you are hiring an unmanned centre you will need to provide your own cleaning products, cloths and other items for cleaning.

General

- 9.9 is responsible for the provision of first aid and/or other medical services at the Facility;
- 9.10 must not carry on any activity at the Facility which is dangerous, offensive, illegal or excessively noisy and must vacate the Facility in a quiet and orderly manner in consideration of nearby residents;
- 9.11 must comply in all respects with Council's Local Law;
- 9.12 must comply with any restrictions on the number of attendees at the Facility as may be advised by Council from time to time;
- 9.13 acknowledges that it is the responsibility of the Hirer to provide all items that may be required in connection with its use of the Facility, including, but not limited to, tea, coffee, sugar, milk, biscuits and garbage bags;
- 9.14 acknowledges that Council will not provide alternative access to equipment and/or supply to utilities in circumstances where equipment is either faulty or not working and/or where supply is interrupted or has failed;

Not permitted at the Facility

- 9.15 acknowledges that smoking is strictly prohibited inside the Facility, in the undercover areas and within four metres of the Facility and the Hirer must ensure that all cigarette butts are removed from the vicinity of the Facility at the end of the hire;
- 9.16 acknowledges that animals other than registered companion animals are not permitted at the Facility without the prior written consent of Facility staff;
- 9.17 acknowledges that the use of smoke machines, candles or naked flames of any sort including roasting machines are prohibited at the Facility;

Alcohol and food

- 9.18 must not sell, serve or consume alcohol without first notifying the Facility Manager and obtaining a liquor licence (if required) from the Victorian Commission for Gambling and Liquor Regulation, and the Hirer must make its own enquiries in this regard;
- 9.19 must not sell food at the Facility unless the Hirer is registered with Council's Environmental Health Department and has notified the Facility Manager accordingly;
- 9.20 must prepare and/or serve food at the Facility only from appropriate areas and utilising the equipment provided for that purpose (if any) and in accordance with the Food Act 1984; and
- 9.21 must provide Facility staff with a copy of any permit, licence or evidence of registration required to be obtained prior to the start of the hire.

D. POST USE/ACTIVITY

10.MAINTAINING CLEAN AND SAFE CONDITION OF FACILITY

On completion of each occasion of hire, the Hirer must:

- 10.1 ensure that the Facility is left in a clean and safe condition; to include thoroughly cleaning the kitchen surfaces, appliances and equipment and the toilet facilities used by the Hirer; sweeping and mopping all floors; and properly positioning the retractable doors;
- 10.2 wipe down tables and chairs prior to packing them away which must be in accordance with the room layout instructions at the Facility;
- 10.3 remove any property whatsoever brought into the Facility during or for the purposes of the hire by any person and acknowledges that any property not immediately removed following the conclusion of the hire, will be treated as abandoned and will be disposed of in Council's absolute discretion;
- 10.4 ensure that all rubbish is removed from the Facility;
- 10.5 promptly report any damage to Facility staff or Council via its after hours' call centre on 03 9742 0777;
- 10.6 vacate the Facility at the time indicated on the application form and the Hirer acknowledges that failure to comply with this clause may result in the Hirer incurring additional hire fees at the applicable rate; and
- 10.7 prior to vacating the Facility, secure all external exits and set the alarm at the Facility, in accordance with directions given in the site orientation of the Facility, or otherwise.

E. LIMITATIONS, INDEMNITY AND TERMINATION

11.LIMITATIONS ON HIRE AND CANCELLATION BY COUNCIL

- 11.1 A hire of the Facility does not create any tenancy or other property right. The right granted is for the Hirer to use the Facility or part of the Facility on the dates and at the times specified in the application form or as otherwise notified by Council following confirmation of a booking. The Hirer must not transfer the booking to a third party nor otherwise permit a third party to use and/or occupy the Facility instead of, or, in addition to the Hirer.
- 11.2 The Hirer is permitted to use the Facility for the use or activity specified on the application form only.
- 11.3 Notwithstanding any other provisions of these Conditions and regardless of whether a booking has been confirmed, Council, acting reasonably in the circumstances, reserves the right to cancel a booking, or to refuse to accept a booking, at any time where the proposed use of the Facility will, or is likely to, pose a risk to community safety; or otherwise be to the detriment of

members of the public; or have an adverse effect on the amenity of the neighbourhood or Facility, or on any other users of the Facility or Council property; or where the Facility is required for a Council event; or where works or repairs are required to be carried out at the Facility; or where the Hirer has not utilised the Facility for two or more consecutive weeks despite having a booking; or where other circumstances, including emergencies, prevent the Hirer's use of the Facility; or where the Hirer has submitted false or misleading information, in which case an appropriate refund of the hire fees, bond and key deposit paid will be made, depending on the circumstances of the cancellation

- 11.4 In addition to its rights in clause 11.3, Council, acting reasonably in the circumstances, reserves the right to impose on the Hirer any additional requirements it deems to be appropriate in any of the circumstances described in clause 11.3, including, but not limited to, imposing requirements in relation to engaging security guards, alcohol service and consumption, attendance capacity, registration with the Victoria Police Party Safe Program and submission of a Risk Mitigation Plan.

12. RELEASE AND INDEMNITY

The Hirer agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, staff, agents and contractors and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought or made or claimed against it, or any of them, arising out of the Hirer or its staff, employees, agents, invitees or members' use of the Facility, or arising out of the cancellation of a booking by Council in accordance with clause 11.3, or arising out of a breach by the Hirer of intellectual property rights.

13. BREACH OF CONDITIONS AND TERMINATION

Any breach of these Conditions may, at the option of Council, result in Council's consent to the hire of the Facility being withdrawn (to be effective following Council's written notice of withdrawal of consent) and/or the bond and/or key deposit being withheld; and/or further bookings by the Hirer not being accepted.

F. OTHER

14. ACCESS

The Hirer must allow Council officers, employees and staff members to access the Facility during the period of hire on notice, given where possible.

15. EMERGENCIES

In the event of an emergency at the Facility, it is the Hirer's responsibility to contact the relevant emergency service provider and notify Council as soon as possible. The Hirer is responsible for the emergency service provider call out fee, if any, and for Council's call out fee in circumstances that are

determined to be a non-emergency. It is the Hirer's responsibility to ensure that the Facility is evacuated safely and in accordance with any directions given at the site orientation, where possible.

16.DISPUTES

The Hirer agrees that in the event of a dispute between the parties in respect of any of these Conditions, the parties will use all reasonable endeavours to resolve the dispute, failing which the decision of Council's CEO will be final.

17.JURISDICTION

The parties agree that the governing law is the law of the State of Victoria.

