

Wyndham City Council Community Centres

Conditions of Hire 2026-2027



These conditions of hire apply to the use of Wyndham Council's Community Centres.

By submitting a Community Centre Booking Enquiry ('enquiry'), the hirer agrees to be bound by these conditions of hire.

These conditions of hire should be read in conjunction with any relevant centre information, e.g. the hirer's enquiry, booking confirmation, and any other Council correspondence or documentation relating to the hire of the centre.

Submission of an enquiry does not confirm a booking. Bookings will only be confirmed once Council has issued the hirer with a booking confirmation and the key bond (if applicable) has been paid.

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1. HIRER

- 1.1. Where the hirer is an individual, the hirer must be aged at least 18 years of age.
- 1.2. Where the hirer is a group or organisation, the person submitting the enquiry is jointly and severally liable together with the group or organisation to ensure compliance with these conditions of hire, including with respect to the payment of fees.
- 1.3. Where the hirer has indicated that they are a not-for-profit organisation or incorporated entity, they must provide evidence of this status with their enquiry.

- 1.4. Where the hirer has applied for a subsidy under Council's venue hire subsidy scheme, Council will assess enquiries for discounts in accordance with its assessment criteria and notify the hirer accordingly.

2. USE OF THE CENTRE

- 2.1. The hirer agrees to use the centre for the approved purpose during the booking period only and must not use the centre for any other purpose or outside of the booking period.
- 2.2. The hirer must not conduct, or allow to be conducted, any activity at the centre, which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable.
- 2.3. The hirer acknowledges and agrees that its use of the centre is not exclusive.
- 2.4. Hire on weekends and peak periods is limited to 4 hours, unless otherwise approved by Council.

3. USE OF ITEMS AND EQUIPMENT

- 3.1. The hirer must provide all items and equipment it may require in connection with its booking. The hirer must obtain Council's prior written consent to use any large or heavy equipment at the centre.
- 3.2. Any equipment to be used by the hirer must be used in accordance with the manufacturer's directions. All electrical equipment must have a current test and tag certification in accordance with Australian Standard AS 3760. Electrical equipment which has not been tested and tagged must not be used.

4. PROHIBITED ITEMS

- 4.1. The hirer must not use the following items at the centre:
 - a. sparklers, candles and other items with a naked flame or smoke; or
 - b. balloons.
- 4.2. The hirer must not display any signs or notices at the centre or affix anything by any means to the centre's walls or any surfaces at the centre without Council's prior consent.

5. KEYS AND SWIPE CARDS

- 5.1. If Council provides the hirer with keys and/or swipe card for the centre, the hirer must:
 - a. pay the key bond as advised by Council in the booking confirmation;
 - b. not copy, duplicate or give the keys and/or swipe card to any other person;
 - c. return the keys and/or swipe card to Council within 3 business days of the end of the booking period;
 - d. keep the centre secure at all times; and
 - e. pay for all call out fees.
- 5.2. In the event of lost keys and/or swipe card, the hirer:
 - a. must immediately notify Council; and
 - b. agrees that Council may deduct the cost of replacing the keys and/or swipe card, and/or changing the lock(s) to the centre from the key bond.
- 5.3. Subject to clause 5.2(b), a refund of the key bond will be made within 30 days of the end of the booking period.
 - a. Unclaimed key bond refunds older than 12 months will be transferred to State Revenue Office. The hirer is responsible for contacting the State Revenue Office at

- 5.4. Where the amount of the key bond is not sufficient to cover the amount payable under clause 5.2(b), the hirer will be liable to pay the difference within 30 days of receipt of invoice.

6. FOOD AND DRINK

- 6.1. The hirer must not:
- a. serve or sell alcohol, or allow alcohol to be served, sold or consumed at the centre without council's prior consent and without a liquor licence if applicable (Refer to 6.2) ; or
 - b. sell any food, or allow any food to be sold, at the centre without Council's prior consent and without approved registration under the Food Act 1984 (Refer to 6.3).
- 6.2. A liquor licence under the Liquor Control Reform Act 1998 may be required to serve, sell or consume alcohol at the centre. The hirer must make their own enquiries in this regard.
- 6.3. Registration under the Food Act 1984 and/or Foodtrader (foodtrader.vic.gov.au) may be required to sell food at the centre. The hirer must make their own enquiries in this regard.
- 6.4. Where the hirer is required to obtain a licence or registration under clause 6.2 or 6.3, the hirer must provide a copy of the licence or registration and any other required documentation to Council prior to the booking period and otherwise on request.

7. SAFETY & DAMAGE

- 7.1. If required by Council, the hirer must submit a risk mitigation plan prior to the booking period.
- 7.2. Prior to the booking period, at least one person who will be present at the centre for the entire booking period must undergo a centre induction on behalf of the hirer.
- 7.3. The hirer must, as soon as is reasonably possible in the circumstances, notify Council of any incident, accident, injury or damage that occurs during the booking period.
- 7.4. The hirer must not do or permit anything to be done at the centre which, in the opinion of Council, may be a risk to any person or property.
- 7.5. The hirer must not damage, remove or otherwise interfere with any part of the centre, or fixtures, fittings, plant and equipment at the centre. The hirer is responsible for all costs associated with any such damage or loss.

8. CHILD SAFETY

- 8.1. The hirer must, as soon as is reasonably possible in the circumstances, notify Council of any concerns or incidents relating to any person aged under 18 that occur at the centre during the booking period:
- a. To report a concern, email the Child Safe Officer at childsafeofficer@wyndham.vic.gov.au;
 - b. Contact Victoria Police on 000 if the child is in immediate danger.
- 8.2. If there are any persons aged under 18 at the centre in connection with the hirer's booking, the hirer:
- a. is responsible for the supervision and wellbeing of those children at all times during the booking period;
 - b. must comply with the *Child Wellbeing Act 2005*, the *Workers Screening Act 2020*, the Victorian Child Safe Standards and all other associated legislation; and

c. must, on Council's request, provide evidence of its compliance with clause 8.2(b).

8.3. Further Child Safe Standard information can be obtained at <https://ccyp.vic.gov.au/>. Further information about Wyndham Council's Child Safe Policy is available at <https://www.wyndham.vic.gov.au/about-council/your-council/administration/child-safe-organisation>

9. CONCLUSION OF HIRE

- 9.1. The hirer must ensure that all persons attending the centre in connection with the booking leave the centre in a quiet and orderly manner and do not unnecessarily disturb others, including other centre users or nearby residents.
- 9.2. At the end of the booking period, the hirer:
- a. must vacate the centre;
 - b. must ensure the centre is left in a clean and tidy condition, and otherwise in the same state it was in prior to the start of the booking period;
 - c. must remove all rubbish and any property brought into the centre during or for the purposes of the booking by any person and make good any damage to the venue caused by the removal;
 - d. acknowledges that any property not removed from the centre at the end of the booking period will be deemed to be abandoned and will be disposed of by Council acting reasonably in the circumstances; and
 - e. agrees that it is responsible for any costs incurred for the disposal of abandoned items.
- 9.3. The hirer acknowledges and agrees that failure to comply with clause 9.2(a)-(c) may incur the following additional fees:
- a. failure to vacate the centre by the end of the booking period: additional hire fees at the applicable hourly rate.
 - b. rubbish removal charges
 - c. Additional cleaning charges
 - d. Cost to repair damage
- 9.4. Where the booking is a regular or recurring booking, the hirer must vacate the venue in accordance with clause 9.2 between each booking period.

10. BOOKING CONFIRMATION

- 10.1. Submission of an enquiry does not constitute confirmation of a booking. A booking is not confirmed until Council has issued the hirer a booking confirmation and the hire fees have been paid.

11. FEES AND PAYMENT

- 11.1. Council will issue the hirer with invoices for the hirer's hire fees and any additional charges incurred in accordance with these conditions of hire. The hirer must pay these fees and charges within the time specified on the relevant invoice:
- a. Invoices for regular hire are issued in arrears on a monthly basis and are due within 30 days
 - b. Invoices for casual hire are issued prior to the booking and must be paid prior to the booking date
- 11.2. Failure to pay any amount due within the specified time may, at the option of Council, result in the suspension or cancellation of the hirer's bookings, and/or further bookings by the hirer not being accepted.

- 11.3. Unpaid invoices that are overdue by 60 days or more, at the option of Council will result in the suspension and/or cancellation of the hirer's bookings, and/or further bookings by the hirer not being accepted.
- 11.4. The hirer acknowledges that bookings on public holidays are limited to regular hirers with a demonstrated history of compliance and a public holiday cleaning surcharge applies per booking. Surcharge costs: Booking up to 50 people = \$75. Booking over 50 people = \$150.
- 11.5. The hirer acknowledges that they will be responsible for all costs associated with any damage that occurs during the booking period, including but not limited to damage to walls, fixtures, and furniture
- 11.6. Except where a clause in these conditions of hire provides otherwise, the hirer will not be entitled to any refund of payments made in respect of the booking.

12.SECURITY

- 12.1. If required by Council, the hirer must:
 - a. engage security for the booking period; and
 - b. notify Victoria Police of its booking and/or register it's booking with Victoria's Party Safe program (or equivalent),
- 12.2. and must provide evidence of such engagement or notification on Council's request.

13.INSURANCE

- 13.1. The hirer must hold and maintain public liability insurance in a minimum sum of \$20 million per single event and must provide a copy of its certificate of currency with its application and otherwise on Council's request.
- 13.2. Notwithstanding clause 13.1, Council may, at the hirer's request and at its absolute discretion, arrange for the hirer to be covered under a Council-purchased public and product liability insurance policy, subject to completion of further documentation as required by Council and to the policy's terms, conditions and exclusions.
- 13.3. For the purposes of any claim made by the hirer under a policy referred to under clause 13.2, the hirer acknowledges and agrees that Council's responsibility extends to facilitating lodgement of a claim only and that Council is not obligated to participate in any correspondence or dispute that the hirer may have with the insurer of the policy referred to in clause 13.2. 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.
- 13.4. The hirer acknowledges and agrees that Council will not be responsible for any loss or damage to any property or equipment belonging to either the hirer or any person attending the centre in connection with the booking. Insurance for non-Council property is entirely the responsibility of the hirer and/or the hirer's attendees.

14.ENGAGEMENT OF THIRD PARTIES

- 14.1. All third parties engaged by the hirer must hold and maintain public and product liability insurance in a minimum sum of \$20 million per single event.
- 14.2. If the hirer engages a third party in connection with their booking, they must provide a copy of the certificate(s) of currency for insurance referred to in clause 14.1 prior to the booking period and

otherwise on Council's request.

15.ADVERTISING AND PROMOTION

15.1. The hirer acknowledges and agrees that Council may promote the hirer's booking or use of the centre, using the information provided in the hirer's enquiry. Council accepts no responsibility for any incorrect information published in connection with the hirer's event.

15.2. The hirer must not use Council's logo without Council's prior written approval.

16.GENERAL

The hirer:

16.1. is responsible for all:

- a. call out fees for after-hours attendance at the centre; and
- b. costs associated with any emergency services attending the centre in circumstances that Council deems to be a non-emergency;

16.2. must allow Council staff, its contractors, persons authorised by Council and emergency services access to the centre at any time during the booking period;

16.3. is responsible for the conduct and behaviour of all of its employees, agents, contractors and all persons attending the centre in connection with the booking, including with respect to compliance with these conditions of hire;

16.4. must follow all directions of emergency services;

16.5. must follow all reasonable directions of Council in relation to the booking and the use of the centre generally;

16.6. acknowledges that Council will apply a 4 hour limit to bookings on weekends and during peak periods;

16.7. must not exceed the centre's capacity as advised by Council;

16.8. must not sublease or licence the centre or any part thereof;

16.9. must comply with all laws, rules and regulations applicable to the booking and the use of centre; and

16.10. acknowledges and agrees that Council may change or amend these conditions of hire at any time, without prior notice.

17.LIABILITY

17.1. To the extent permitted by law, Council gives no warranty or assurance that the centre or any part of it is fit for any purpose or use.

17.2. The hirer uses the centre at its own risk.

17.3. To the extent permitted by law, Council is not liable to the hirer for any loss, damage, claim or expense ('loss') suffered, including but not limited to, property loss or damage, personal injury and death, as a result of or in connection with the hirer's use of the centre, except to the extent that any such loss is

caused or contributed to by the negligent act or omission of Council.

- 17.4. Council is not liable to the hirer for any indirect or consequential loss that the hirer may suffer, including but not limited to, lost profits, lost revenue or lost opportunities, loss of goodwill or loss of reputation.

18.INDEMNITY

- 18.1. The hirer agrees to hold harmless, indemnify and keep indemnified Council, its Councillors, staff and contractors ('Council') against any action, claim, demand, cost (including legal costs) or other liability ('claim') made against or incurred by Council in respect of any accident, damage, injury or loss ('loss') arising from the hirer's use of the centre (including any claim arising pursuant to clause 17.4) and the hirer's compliance or purported compliance with these conditions of hire, provided that the hirer will not be required to indemnify Council against any such claim to the extent that any loss is caused by the negligent act or omission of Council.

19.CANCELLATION

- 19.1. The hirer may only cancel or request an amendment to a booking in writing.
- 19.2. The hirer acknowledges and agrees that if they cancel their booking in accordance with clause 19.1, the following fees will apply:
- a. where at least 14 days notice of cancellation has been given: no cancellation fee applies.
 - b. Where less than 14 days' notice of cancellation has been given: cancellation fee of 100% of the hire fee applies.
- 19.3. Notwithstanding any other provision of these conditions of hire, and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel a hirer's booking at any time or to refuse to allow any hire of the centre in circumstances where the centre is required for Council use, including as an emergency centre, where the centre is unsuitable for use, or where Council reasonably considered the proposed use will be detrimental to Council or a third party. Council may, acting in its entire discretion, provide the hirer with a full or partial refund of monies paid.
- 19.4. Council reserves the right to cancel any booking in circumstances where the hirer:
- a. has submitted false, inaccurate, insufficient or misleading information in its application form or otherwise; or
 - b. has a regular or recurring booking at the centre and has failed to attend the centre during its booking period for two or more consecutive weeks.
- 19.5. Council may, acting in its entire discretion, provide the hirer with a full or partial refund of monies paid.

20.NO RELATIONSHIP

- 20.1. Nothing in these conditions of hire or in the conduct of Council and the hirer will create a relationship of agency, partnership, employer and employee or joint venture between the hirer and Council.

21.BREACH

- 21.1. Any breach of these conditions of hire, including failure to provide the required information or documents or pay any amount due within the specified time may, at the option of Council, result in the cancellation of the hirer's booking and/or further bookings by the hirer not being accepted.
- 21.2. The hirer agrees that if its booking is cancelled under clause 21.1, the hirer will pay all outstanding hire amounts and will not be entitled to a refund of any payments already made.