

# Community Facility Hire Terms and Conditions

## **Contact Information**

Cardinia Shire Council

PO Box 7

Pakenham VIC 3810

Customer Service: 1300 787 624

Email: [connectedcommunities@cardinia.vic.gov.au](mailto:connectedcommunities@cardinia.vic.gov.au)

## Contents

Contact information.....	1
Facility Features.....	3
Beaconsfield Community Complex.....	3
Cockatoo Complex .....	3
Hills Hub .....	3
James Bathe Community & Sports Hub .....	3
Lang Lang Memorial Hall.....	3
Nar Nar Goon Soldiers Memorial Hall .....	3
Pakenham Upper Hall .....	4
CONDITIONS OF HIRE.....	5
General conditions .....	5
Hills Hub Specific Conditions .....	5
Booking Application.....	5
Insurance.....	5
Working with Children Checks (if applicable).....	6
Emergency Management.....	6
Extreme or Catastrophic Fire Danger Days .....	6
Safety .....	6
Licence/Leases and Subletting .....	6
Access and introduction to the facility.....	6
Evacuation .....	7
Cleanliness .....	7
Damage.....	7
Smoking.....	7
Gambling .....	7
Liquor .....	7
Security.....	7
Large functions or functions with alcohol may be required to hire a registered security service at their own cost as a condition of hire .....	7
You may be required ...Party safe initiative .....	7
Third-Party Contractors.....	7
Decorations/stage fittings/electrical appliances .....	8
Furniture.....	8
Acts and Regulations.....	8
Obstructions .....	8
Disputes .....	8
Indemnity.....	8
FEES AND CHARGES .....	8
Cancellations and postponements.....	9

## **Facility Features**

### **Beaconsfield Community Complex**

- Large hall
- Large kitchen with fridge
- Tables and chairs
- Parking

### **Cockatoo Complex**

- Large hall with stage
- Large kitchen with fridge
- Tables and chairs

### **Hills Hub**

- Large hall
- Meeting and training rooms
- Large kitchen with fridge
- Tables and chairs
- Kitchenette facilities
- Parking

### **James Bathe Community & Sports Hub**

- Three brand new meeting rooms
- Option to hire all three rooms as one space or individually
- Large modern kitchen with two serving windows and industrial dishwasher
- Audio/Visual Equipment
- Tables and chairs
- Large open grounds surrounding meeting rooms
- Parking

### **Lang Lang Memorial Hall**

- Large hall
- Stage and wooden dancefloor
- Large kitchen
- Tables and chairs
- Limited parking

### **Nar Nar Goon Soldiers Memorial Hall**

- Large hall
- Meeting room

- Large modern kitchen with serving window and industrial dishwasher
- Projectors
- Tables and chairs
- Microphone
- Parking

### **Pakenham Upper Hall**

- Small hall with small stage
- Small kitchen with serving window
- Tables and chairs
- Large open grounds surrounding meeting rooms

More facility features and details are available on request.

# CONDITIONS OF HIRE

## General conditions

Priority for bookings may be given to regular Community Groups and regular Hirers at Cardinia Shire Council's discretion. Any other bookings will be subject to availability.

Hirers will not use the hired facility for any other purpose other than the purposes and activities outlined in the booking process.

The Hirer must ensure an appropriate level of supervision of their group to ensure other users of the site are not disrupted.

The hirer will not use the hired facility for a period longer than the booked period of hire. Additional fees may apply if for additional time. Please ensure booking times cover the time needed to set up, pack down and clean.

The hire of bookable spaces are subject to the conditions outlined below.

Council reserves the right to accept or refuse applications for hire and may disregard any booking that is not made within the terms of this agreement and reserves the right to re-let unconfirmed bookings.

Council may impose conditional hire provisions based on individual applications. Approval for hire may be reliant on these conditions being upheld and evidence provided.

The person completing the application form and whose signature appears on the same is subject to these terms and conditions must be over the age of 18 years.

## Hills Hub Specific Conditions

Booking of the Hills Hub Hall Space (i.e. Multi-purpose room 1, 2 & 3) includes access/use of the ground floor only including the foyer, community lounge and kitchenette, toilets and kitchen, and is subject to the conditions outlined below. Accessing the first floor is prohibited.

## Booking Application

Your booking will be assessed for acceptance once you have supplied the following:

- Booking form completed
- Signed Hirer schedule
- Public Liability Insurance with minimum \$20 million or
- Community Liability Insurance – application form

And if applicable

- Photo ID or Working with Children Check
- Third-party contractor Public Liability Insurance with minimum \$20 million (e.g. DJ, cater etc.)
- Third-party contractor Working with Children's Checks
- Evidence of any special conditions requested as part of the hire approval

## Insurance

Hirers are required to provide a copy of their certificate of currency for public liability insurance for a minimum amount of \$20 million with no limit on the number of claims that can be made. This includes hirers that are:

- Incorporated associations
- Hiring a community facility to provide a professional service
- Hiring a community facility and charging a fee for goods or services
- Undertaking a high-risk activity, such as dance lessons, martial arts or childcare services etc.

Any paid third-party contractors providing services or activities (e.g. DJ, entertainment, security, catering etc.) in the community facility will also need to provide a copy of their Public Liability Insurance (minimum \$20 million).

All requested Certificates of Currency, for insurances, must be provided to Council at the time of

booking.

Please be advised, Council insurance does not cover personal contents or belongings bought into the community facility.

Individuals and non-incorporated community groups, who do not hold public liability insurance, may qualify for temporary event/function insurance for once off, low-risk events/functions. This cover is for non-profit making activities and does not cover festivals, sporting type activities, concerts/performances or any activity where an admission fee is charged. In the event of a claim, an excess of \$500 will be charged to the hirer. Applications for this insurance will form part of your booking application.

## **Working with Children Checks (if applicable)**

It is a condition of hire if children are going to be present at the hall that the person hiring the space has a valid Working with Children Check. In addition, anyone who will be interacting (paid or voluntary) with children will also need to have a valid working with children's check. For details on how to apply please, visit [www.workingwithchildren.vic.gov.au](http://www.workingwithchildren.vic.gov.au).

## **Emergency Management**

The hirer is responsible for familiarising themselves with the community facility evacuation plan and the emergency assembly points external of the building. Evacuation diagrams are posted around the complex; this includes assembly point locations.

## **Extreme or Catastrophic Fire Danger Days**

Some Community facilities cannot operate on declared Extreme or Catastrophic Fire Danger days. These facilities include:

- Cockatoo Complex
- Hills Hub
- Nar Nar Goon Soldiers Memorial Hall &
- Pakenham Upper Hall

Bookings in these facilities on declared Extreme Fire Danger days may need to be cancelled. For bookings in these facilities on a declared Catastrophic Fire Danger days, **will be** cancelled. Hirers will receive a full refund for the booking charges. Any other costs incurred to the hirer will not be covered.

## **Safety**

The Hirer is responsible for their own safety and wellbeing whilst on the premises and for additional users of the room associated with the intended purpose of the hire. The hirer is responsible for supplying an appropriate First Aid Kit suitable for their function.

## **Licence/Leases and Subletting**

Under this agreement the hirer must not sublet.

Should the hire schedule be consistent and ongoing, the booking form may be replaced by lease or licence agreement.

## **Access and introduction to the facility**

If requested in advance a council officer will arrange a time to show you through the facility, provide instructions, and access arrangements for the venue.

Access is managed by SALTO – Keyless access system. Some sites may also have additional manual keys. Instructions to access will be provided once booking is confirmed.

Hirers are responsible for downloading the JustIN Mobile app – located on App store (instructions will be emailed once booking is confirmed). Once payment has been received for the booking and the app has been downloaded. A key will be assigned to the primary contact of the booking providing you access to the building,

## **Evacuation**

This facility may be required as an emergency relief centre, in this event you may be required to relocate or cancel your booking. A full refund will be provided. Council will not be liable for any out of pocket expenses or charges that the function incurs due to cancellation/relocation.

## **Cleanliness**

The hirer is responsible for leaving the venue in a clean and tidy state and must remove all rubbish and place in the bins provided. Garbage bags will be in the bins provided and hirers are required to replace bags at the end and provide sufficient bags for their booking. All recyclables and ordinary rubbish must be sorted into the appropriate bins. All surfaces and kitchen equipment should be clean and all crockery/ cutlery clean and away.

All detergents, cloths and cleaning products need to be provided by the hirer for the use during the event/function and for the cleaning afterwards. Mops and brooms are available. Non-hazardous cleaning products are recommended. Wooden floors are to be mopped with warm water only, no chemicals are to be used.

Any cost incurred by Council to clean the hall resulting from the condition in which the hirer left the premises may be taken out of the bond and/or further billing to the hirer.

## **Damage**

The hirer will accept all responsibility for loss and damage caused by their booking, guests and associated activities.

## **Smoking**

Smoking (including e-cigarettes and vaping) is not permitted inside any part of the building or within 4 metres of the building entrance as per the Tobacco Act 1987.

## **Gambling**

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the hall, with the exception that this clause shall not prevent the hirer using the hall for games of Bingo or equivalent, providing relevant permits have been obtained.

## **Liquor**

Community facilities are not licensed venue. The hirer is responsible for obtaining any necessary liquor licence appropriate for the activities forming part of the booking. If hirers intend to serve alcohol during the course of their booking they must apply to Victorian Commission for Gambling and Liquor Regulation for the appropriate licence. An application form can be downloaded via the web at [www.vcglr.vic.gov.au](http://www.vcglr.vic.gov.au).

A copy of the licence must be supplied to Council as part of the conditions of hire of the community facility. The hirer is responsible and liable for all behaviours of patrons and attendees at the community facility/complex.

## **Security**

Large functions or functions with alcohol may be required to hire a registered security service at their own cost as a condition of hire

The hirer may be requested by Council to register their event with Victoria Police through the Partysafe initiative at [www.police.vic.gov.au/party-safe](http://www.police.vic.gov.au/party-safe).

## **Third-Party Contractors**

The Hirer may be required to provide Council with a program of entertainment or running sheet for approval prior to the booking confirmation. An example of third-party contractor examples may include but not limited to DJ, cater, food truck, guest speaker etc.

The activities are prohibited:

- Fireworks and pyrotechnics
- Smoke machines
- Inflatables (e.g. jumping castle)

## **Decorations/stage fittings/electrical appliances**

Any decorations, special effects, electric lighting, naked lights of any kind or articles of similar nature must be approved prior to the booking.

No balloons, candles or open flames are permitted.

All decorations must be removed at the conclusion of the booking.

## **Furniture**

When hiring a community facility, the hirer is responsible for setting up and packing away all function tables and chairs into the correct storeroom or as it was found on hirers arrival.

## **Acts and Regulations**

The hirer shall conform with the requirements of all relevant acts and regulations including, but not limited to the *Building Act, Health Act, Local Government Act, Occupational Health and Safety Act* and codes of practice or any Regulations made there under, and shall be liable for any breach of such Acts or Regulations. All other statutory rules, provisions and Regulations of Australian and Victorian governments and any local laws for the time being in force must be complied with by the user and notices given to the proper authorities.

## **Obstructions**

The hirer shall comply in every respect with regulations under the Building Act and/or Health Act and Building Regulations with regard to public buildings for the prevention of over-crowding and/or obstruction of exit and pathway to exits, gangways, passages, corridors or of any part of the complex. Any person causing an offence against such regulations shall be removed from the complex.

## **Disputes**

In the event of any dispute or difference arising as to the interpretation of these conditions and associated outcomes, hirers should follow Cardinia Shire Council Complaints Policy.

## **Indemnity**

The hirer agrees to indemnify, and keep indemnified, and to hold harmless Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the use of the Community Facility.

## **FEES AND CHARGES**

Cardinia Shire Council reserves the right to review all hire charges and shall provide a minimum of one month's notification to the Hirer prior to any change. The Hirer shall be liable to pay the revised hire charge for any subsequent hiring.

Once the booking application has been received, an invoice will be sent as confirmation of the booking. After payment is received digital key (SALTO) access is allocated.

Payment using a credit card is preferred to enable bond returns within 2 weeks of request. BPAY payments that require Bond returns may take over 4 weeks to process.

The bond will be held by Council until the confirmation the facility has been left in good order.



The bond amount may vary at the discretion of Council and be dependent on activities that form part of the booking.

## **Cancellations and postponements**

Booking cancellations or postponements are required in writing to [connectedcommunities@cardinia.vic.gov.au](mailto:connectedcommunities@cardinia.vic.gov.au). Notifications less than seven days prior to your booking may be charged 50% of your hire fee.

If the community facility is not available for use due to power outage, works by service providers/organisations that are outside of our control, or compulsory closure due to days rated Extreme or Catastrophic, Council will provide a full refund. Council will not be liable for any out of pocket expenses or charges that the function incurs due to cancellation/relocation.

Cardinia Shire Council reserves the right to refuse any application, or to cancel or terminate any booking for any reason whatsoever. All monies paid in respect of bookings cancelled in accordance with this condition will be refunded, provided that the Hirer has complied with the conditions governing the general use of any Community Facility. Cardinia Shire Council will not be liable for any other expenditure incurred or loss sustained, whether directly or indirectly by the Hirer arising from the cancellation.