

Conditions of Hire

Conditions of Hire of Community Places Bookable Spaces

Use of Premises

1. The Hirer shall not use the centre for any purpose other than the purpose for which the same was hired.
2. The centre shall not be used for a period longer than the booked period of hire. In contravene of this condition, The Hirer may be charged for the excess period at such rate.
3. The Hirer agrees to pay for any damage that may occur due to their use of the centre and equipment. This may include security callouts if the rooms are left unsecured at the end of the booking period.
4. Costs to replace keys and/or re-key locks will be passed on to the Hirer if keys are lost/not returned within 7 days.
5. The Hirer must ensure an appropriate level of supervision of their group to ensure other users of the site are not disrupted
6. The Hirer must be at least 18 years of age and must be in attendance during the hiring period.
7. Portable electrical equipment (video/audio) is permitted to be used within the centre; such equipment must conform to the Australian Standard Test and Tag requirements and any other legal requirements.

Insurance

Hirers are required to supply relevant insurance certificates.

Hirers are required to supply certificate of currency Public Liability insurance (minimum coverage 20 Million). This includes hirers that are:

- An incorporated group
- Hiring the centre to provide a professional service
- Hiring the centre and charging a fee for goods or service
- You wish to undertake a high-risk activity, such as dance lessons, martial arts, child care service etc. Please contact Council's Risk Management Officer if you are unsure if your activity is high risk or not
- A certificate of currency for this insurance must be provided to the Council at least seven (7) days prior to the date of the event.

Casual Hirers

A casual hirer is an individual or community group who wishes to hire the facility for low risk events or functions, which may be a one-off or for a maximum of five (5) consecutive days.

The cover is for individuals or groups, for non-profit making activities, that do not have existing public liability insurance and is not intended to provide cover for festivals, sporting type activities, rock concerts/performances or hirers involved in a profit making activity where an admission fee is charged. In the event of a claim a deductible of \$500 will be charged to the hirer.

Please contact the Risk Management Officer at Cardinia Shire if clarification on this insurance is required.

Working with Children's Check

It is a condition of hire for Cardinia's Integrated Child and Family Centres that the person hiring the space has a valid Working with Children Check. For details on how to apply please visit www.workingwithchildren.vic.gov.au.

Conditions of Hire

Child Safe Policy/Statement of Commitment

Cardinia Shire Council is committed to our facilities being safe for children and has a zero tolerance for child abuse. It is a requirement of hire for Cardinia's Integrated Child and Family Centres that the person hiring the space provide their Child Safe Policy or Statement of Commitment, which outlines their commitment to child safety including duty of care and responsibilities to children.

Fees and Charges

1. 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. Please contact earlyyears.facilities@cardinia.vic.gov.au for current pricing.

Payments

1. Cardinia Shire Council will invoice Hirers prior to their individual event or at the start of each quarter depending on the event frequency.
2. Payment is required as per the due date and payment methods stated on the invoice.
3. In the event of charges not being paid in accordance with these Conditions, all booked periods of hire may be cancelled by Cardinia Shire Council without prior notice to the Hirer.

Cancellations

1. In the event of the Hirer cancelling or failing to take up any booked period of hire after booking confirmation has been received by Council the charges payable in respect thereof shall remain due.
2. In the event of an unforeseen emergency, Cardinia Shire Council has the right to cancel your booking, with no cost to the Hirer.
3. 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 the Children's Centre. 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. Notwithstanding this, Cardinia Shire Council will use its best endeavours to ensure that reasonable notification of the cancellation is given to the Hirer.

Subletting

1. There shall be no subletting of the centre.

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Security

1. Cardinia Shire Council will not be liable for theft, loss or damage to any property brought onto the premises by the hirer or any third party. This includes vehicles and possessions left in the bicycle stands, and parking areas.
2. The Hirer must ensure that the security alarm is armed when leaving the Centre when there are no other groups or people still in the centre and the appropriate security procedures are followed when vacating the centre.
3. The Hirer must ensure that all doors and windows are securely locked after the allocated booked period.
4. The Hirer will be responsible for paying the security call out fee if the security alarm or fire alarm systems are triggered due to unauthorised use, access or egress in any part of the premises or where the alarms are false alarms and are caused negligently or deliberately.
5. The Hirer shall not pass keys loaned by Cardinia Shire Council for the purpose of gaining entry to the premises outside the period of hire to any third party, or allow them to be copied.

Safety

1. The Hirer must comply with OH&S Legislation.
2. 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.
3. The hirer is responsible for supplying an appropriate First Aid Kit suitable for their function.
4. Our Centres are utilised by a range of community members and therefore all children must be adequately supervised by the hirer and this includes accompanying children to the toilet.
5. If children 6 years old or under are in attendance in any rooms hot or boiling water or beverages are not permitted in the play spaces and limited to the kitchen area – this includes the use of urns

Should an accident or near miss occur whilst on the premises, the Hirer must notify the Community Places Team by calling 1800 787 624 immediately and complete an accident or near miss report form.

Fire and Other Evacuation Procedure

1. Should it be necessary to evacuate the building in the event of an emergency or for whatever reason, the hirer shall ensure that in the event of an emergency, all persons inside the premises will immediately and in an orderly fashion, evacuate the building.
2. Cardinia Shire Council will ensure that Plans and Assembly Point Locations are posted at each Exit of the centre.

Should you evacuate whilst on the premises, the Hirer must notify the Community Places Team by calling 1800 787 624 when safe to do so.

Conditions of Hire

General Responsibilities

1. No article of dangerous or offensive character or any inflammable materials shall be brought into the centre by the hirer.
2. No alcohol or drugs are to be brought into the Centre, or onto the site on to which the centre is located.
3. Smoking is not permitted in any part of the Centre or within 20 meters of the doorway.
4. No animals are allowed in the building, with the exception of Guide Dogs for the Blind and Work Dogs.
5. The consumption, sale and display of alcohol or any beverage containing alcohol is not allowed on the premises.
6. The hirer must ensure that any rubbish is removed and sorted into the appropriate bins (i.e. recycling or ordinary)
7. The Hirer shall not violate statutory regulation or law in or about the Centre

Catering

1. Coffee, tea, sugar, milk etc. are not supplied by Cardinia Shire Council, unless otherwise negotiated.
2. The Hirer has use of the onsite kitchen facilities available

Indemnity

1. Neither Cardinia Shire Council nor its staff shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any article or thing being lost, damaged or stolen.
2. The Hirer indemnifies Cardinia Shire Council against any claim by such person, firm or corporation in respect of such article or thing.

Determination

1. If the Hirer is in breach of any of the above conditions, the Hirer understands that this agreement can be terminated without further notice and without refund of hire fees or bond (if applicable).

Cardinia Shire may request updated terms and conditions or special conditions to be signed off in writing at any time.