

Facility Hire

Terms and Conditions

General Conditions

1. These Terms and Conditions are applicable to the following Facilities:
 - a. Beaconsfield Community Complex Hall (3pm Friday – Sunday inclusive)
 - b. Cardinia Public Hall
 - c. Cockatoo Community Complex
 - d. Comely Banks Northern Community Room
 - e. Hills Hub
 - f. James Bathe Community Rooms
 - g. Lang Lang Memorial Hall
 - h. Nar Nar Goon Soldiers Memorial Hall
 - i. Pakenham Hall
 - j. Pakenham Upper Hall
2. Applicants must be over the age of 18 at the time of Application.
3. Booking Application forms must be complete a minimum of 10 business days prior to the Booking.
4. The Booking is not confirmed until the Booking Application process is complete. The application will be deemed complete when the applicant has:
 - a. Supplied all required supporting documentation by the dates requested or by extended dates where approved in writing a Council authorised officer
 - b. Attained all required Council permits and notifications
 - c. Attained all required external permits and notifications
 - d. Met all outlined public safety requirements
 - e. Met all booking requirements.
5. The Booking and access are only valid for the times and dates set out in the Booking Application
6. Storage of any items before or after the Booking is not permitted unless it forms part of the Booking times.
7. The Booking will be cancelled immediately should
 - a. The Applicant or any Representatives of the Applicant breach any of the Terms and Conditions herein;
 - b. The Booking be deemed unsafe or non-compliant with the Booking terms and conditions;
 - c. Council identify a misrepresentation in the Booking.
8. It is the responsibility of the Applicant to comply with all laws including Community Local Law 24 and all other legal requirements relevant to the operation of the Booking and to ensure that employees, agents and other persons associated with the event also comply.
9. The Applicant and any Representatives occupy and use the Facility at their own risk.
10. The Applicant is at all times responsible for ensuring:

- a. The good order, conduct and behaviour of those persons attending or taking part of the Booking;
- b. All safety risks to attendees, contractors and other persons in the Space users are minimised.

11. If a Booking Application is declined, the Applicant may request for a review of the decision. This review will be conducted by a Senior Officer who will re-evaluate all information regarding the Booking, additional information and/or meetings may be required.

Safety and Emergency Management

12. The Applicant is responsible for providing a suitable first aid kit for the activities during the Booking.
13. The Applicant is responsible for familiarising themselves with the Facility evacuation plan and the emergency assembly locations. Evacuation diagrams are on display in each Facility.
14. The Facility may be required as an emergency relief centre, and Council reserve the right to cancel your Booking if required for that purpose.
15. The Applicant acknowledges that the General Emergency Procedures can be found at the website <https://www.cardinia.vic.gov.au/generalemergencyprocedures>

Liability

16. The Applicant must maintain a comprehensive public liability insurance policy for minimum of twenty million dollars (\$20,000,000) for Booking. The policy must remain in place for the duration of the Booking. A certificate of currency must be provided or applied for with the Booking Application.
17. Applicants who are Private Hirers may be eligible to apply for Council's Community Liability Insurance for a fee.
18. The Applicant indemnifies and releases the Council from all liability arising from the use or occupation of the Facility by the Applicant, the body it represents or any of the Booking Representatives including:
 - a. Any claim made by any person for injury, loss or damage arising in any manner;
 - b. Any loss or damage to any property belonging to the Applicant or other persons located in the vicinity of the Facility caused by the Applicant or the Applicant's agents; and
 - c. Any loss, damage, injury or illness sustained or incurred by the Applicant or any of the Applicant's agents.
19. The Applicant is responsible for checking that all Booking related contractors have and supply Council on demand:
 - a. Current, adequate and up to date public liability insurance (minimum \$20 million)

- b. Prepared and supplied Job Safety Analysis (JSA)/Safe Work Method Statement (SWMS) and Risk Assessments as required for the duties they are undertaking;
- c. Working with Children Checks;
- d. Any other relevant or required competencies.

Fees and Charges

- 20. Council reserves the right to determine the fees and charges including but not limited to hire charges, insurance and bonds by the endorsed fees and charges schedule.
- 21. Any additional cleaning required, damaged incurred or security call outs as a result of the Booking and associated activities may be charged to the Applicant.
- 22. All Bookings have a 2 hour minimum rate and are charged in 30 minute increments

Casual Hirers

- 23. A bond may be charged and held by Council to cover any damage to the Facility as a result of a Booking.
- 24. All fees and charges must be paid in full as per the invoice due date
- 25. Access to the Facility will not be granted until payment has been received.
- 26. The bond will be held by Council until the confirmation the Facility has been left in good order.
- 27. Council reserves the right to retain the Bond and on charge additional charges in the event of damage to the Facility, equipment and surrounds, or improper use of the Facility, security call outs, additional cleaning or misrepresentation in the Booking.

Regular Hirers

- 28. Regular Hirers will be invoiced each quarter. The full balance must be paid within the invoice due date.
- 29. Alternate payment terms may be considered in consultation with Council.

Cancellation or postponement

- 30. Once a Booking Application has been confirmed, cancellations or postponements by the Applicant must be lodged in writing to connectedcommunities@cardinia.vic.gov.au at least 10 business days prior to the Booking. All charges will be refunded if within this timeframe.
- 31. Cancellations or postponements received less than 10 business days prior to a confirmed Booking will incur a charge of 50% of the Booking fees excluding bonds and insurance.
- 32. Changes to Booking times must be provided in writing to connectedcommunities@cardinia.vic.gov.au at

least 10 business days prior to the Booking commencement.

- 33. Council reserves the right to cancel any Booking at their discretion with minimal notice.
- 34. Cardinia Shire Council will not be liable for any other expenditure or income incurred or loss sustained, whether directly or indirectly by the Applicant arising from a cancellation or postponement.
- 35. If the Facility is not available due to works by service providers/organisations that are outside of Council control, or compulsory closure due to Extreme or Catastrophic Fire Danger Days, Council will provide a full refund of the Booking fees.
- 36. Council will not be liable for any out-of-pocket expenses or charges that the function incurs due to cancellation/relocation.

Fire Danger Days

- 37. Council have the right to cancel any Booking should it determine the safety of Applicants and their Representatives be compromised on some Fire Danger Days with minimal notice.
- 38. All Bookings on Catastrophic Fire Danger Days will be cancelled.

Use of Facilities and Access

- 39. Only the infrastructure and contractors outlined in the Booking Application are to be used during the Booking unless written approval has been obtained from a member of the Connected Communities Team
- 40. If requested, the Applicant must undertake a site Handover and hand-back in accordance with Council process.
- 41. Access to the Facility must be maintained for emergency vehicles and/or owners/tenants of properties requiring access.
- 42. All Emergency Exit points must be kept clear for emergency egress as per the Building Regulations 2018.
- 43. Collection of entry/admission fees into any section of the Facility is not permitted, unless by prior arrangement with Council.
- 44. Applicants must ensure the Building Occupancy is not exceeding during the Booking as per the Building Regulations 2018.

Prohibited Activities

- 45. The following activities are prohibited inside Cardinia Shire Council Facilities:
 - a. Jumping castle and inflatables
 - b. Pyrotechnics
 - c. Firearms
 - d. Naked flames
 - e. Helium balloons
 - f. Smoke machines
- 46. The above activities may be granted permission to Applicants to operate, if they are essential to the Booking, can provide evidence of being adequately managed and the appropriate

insurances and documentation are provided to Council.

47. Smoking, vaping, and e-cigarettes are not permitted inside or within 4 metres of any Council Facility in line with Victoria's Tobacco Act 1987.

Damage

48. Applicant will be liable for any damage done to the Facility that occurred during the Booking and associated activities. The Applicant accepts a \$2000 excess charge for building insurance claims from damage incurred to the Facility and surrounding grounds.
49. If the Applicant fails to comply with this condition, Council may carry out the necessary works to repair any damage incurred during/in relation to the Booking, the Applicant will be liable to indemnify the Council for all expenses incurred in carrying out such works. Any damage to a Facility and the surrounding grounds will be repaired at the Applicant's cost.
50. The Applicant accepts responsibility for loss and damage caused by their Booking, guests and associated activities.

Cleanliness & Waste

51. At the conclusion of the Booking all displays, promotional material, waste and equipment associated with the Booking must be removed and the Facility left in a clean and tidy condition.
52. The Applicant must ensure that the Facility and surrounding area is kept free from rubbish and that waste is placed in proper containers or bins provided.
53. If bins at the Facility cannot fit all waste generated, the Applicant must take waste off site with them and dispose of in the appropriate manner.
54. Applicant will be liable for any additional cleaning costs incurred as a result of the Booking and the Booking's associated activities.
55. It is the responsibility of the Applicant to ensure that the Facility is left in good working order and all equipment and furniture is returned to the appropriate locations as specified in the Facility Manual and/or signage onsite.

Occupational Health and Safety

56. All electrical equipment must comply with relevant Work Safe Codes of Practice.
57. All extensions and electrical cords must be Tested and Tagged in accordance with the OHS Act 2004
58. All electrical cords must be protected and not come into contact with attendees. A qualified electrician may be requested by Council to be engaged for a Booking with complex electrical requirements.

Noise

59. Use of amplifiers, musical instruments, electrical audio goods and the like are only permitted between the hours of 8am - 10pm Sunday – Thursday, 8am – 11pm Friday and Saturday and Public Holidays.
60. Sound amplification should not exceed 65 decibels from inside a nearby residence.

Catering & Food

61. Water access must be made available to food vendors and attendees. Wastewater must be disposed of appropriately.
62. Sale or promotion of consumable goods is permitted during the Booking if vendors/traders that have current FoodTrader registrations, suitable food handling qualifications and an approved Statement of Trade (SoT) granted through Council's Environment Health Department.

Traffic and Crowd Management

63. Vehicles must only be parked in designated parking bays.
64. Parking or driving vehicles on surrounding grounds that are not designated roads or car parks is prohibited.
65. If specified as a requirement by Council, the Applicant must arrange for Security guards, Accredited Traffic Controller(s), suitably qualified Event Safety Officer(s) or an event production company to assist with traffic and crowd management for the Booking.

Security & Alcohol Management

66. The Applicant must ensure that no alcohol is distributed or sold inside the Booked Spaces area unless an appropriate valid liquor license can be produced and approved by Council.
67. Liquor is allowable where the consumption of alcohol is taking place at an organised function or as part of a family picnic, provided that no nuisance is caused and that the area is left in a clean and tidy condition.
68. The Applicant may be required to register their event with Victoria Police under the PartySafe initiative at the request of Council.

Temporary Structures

69. Temporary structures (e.g. stages) are permitted in some locations. Prior approval must be obtained via Booking application process. Where approval is granted, all structures may need to be sited prior to the Booking taking place and must be properly secured.

Resident and Stakeholder Notification

70. The Applicant may be requested to notify residents and businesses in writing within a defined radius of the Facility as per direction by Council, depending on the impact of the Booking.

Promotional Activity

71. The roaming distribution of flyers and handbills are not permitted in any Public Spaces under any circumstances, unless prior approval has been granted by Council.
72. Fundraising such as selling raffle tickets, tin rattling and the like is not permitted unless approved in writing by Council and must be compliant with the Victorian Gambling and Casino Control Commission Act 2011.
73. Promotional product or food giveaways are only permitted in conjunction with a Booking, and prior approval by Council is required.

Child Safe Standards

74. The Applicant must provide adequate supervision for children at all times during the Booking and associated activities.
75. The Applicant must comply with the Child Safe Standards published pursuant to the Child Wellbeing and Safety Act 2005 (Vic)
76. The Applicant acknowledges that the Child Safe Standards can be found at the website www.vic.gov.au/about-child-safe-standards (current at time of publishing).
77. If the Applicant's activities in the Facility involve persons engaged in 'child related work' within the meaning of the Worker Screening Act 2020 (Vic) (WSA). Applicants must ensure that all employees and volunteers who are required to obtain a WWC clearance (as defined in the WSA) have done so, before working with children in the Facility.
78. The Applicant must provide a copy of the WWC clearance for each of the Applicant's Representatives to the Council, on demand.
79. The Applicant must advise Council immediately of any allegations or pending investigations of inappropriate conduct that occurred during the Booking and associated activities and Representatives.

Filming

80. Filming is permitted if written approval has provided by Council accordance with The Filming Act 2014. You may be required to complete a filming permit application.

Signage and Decorations

81. Any decorations or signage must not be affixed with any form of tape or hooks.
82. Signage must not be placed outside the designated Facility without written approval from Council
83. All signage and decorations must be taken down and thoughtfully disposed of at the conclusion of the Booking and remove your adhesive products.
84. Permission to hang event banners from buildings, in Public Spaces or across streets must be sought from Council.

Animals

85. Petting Zoos, animal farms and animal rides, are not permitted in Facilities.
86. Petting Zoos, animal farms and animal rides, may be permitted outside the Facility with specific approval from Council. When approved, they must remain within designated area and follow additional Terms and Conditions.
87. Assistance animals are permitted.

Barbeques

88. No barbecues and spit roast appliances are permitted inside Facilities.
89. Barbecues and spit roast appliances may be permitted outside the Facility with specific approval from Council. When approved, they must remain within designated area and follow additional Terms and Conditions.
90. No modified, charcoal or solid fuel BBQ's are permitted at any Council Facility or site.
91. On a day of Total Fire Ban, barbecues/spit roaster are not permitted.

Childrens Play Sets

92. Childrens play sets are permitted in a Facility if appropriate protective matting is used and written permission is obtained from Council.

Definitions

For the purposes of these Terms and Conditions the following terms are referred to in the follow ways:

(The) Applicant:

The Applicant (who will most likely also be the Booking organiser, or hirer) is responsible for the overall management of the Booking and will be the key contact for the Council. The role and responsibilities of an Applicant include Booking oversight, and liaison. The Applicant must be contactable throughout the Booking process and during the Booking.

(The) Booking:

A Council approved 'booking' is required for the use and hire of the Space/s.

Asset:

Any property, facilities or equipment owned and/or managed by Cardinia Shire Council.

Casual Hirer:

Applicant who books Space/s on a one-off basis or whose booking does not repeat on a specified day and times for a period exceeding 30 days.

Facility:

The place in which the Booking takes place as outlined in the general conditions Clause 1.

Private Hirer:

Applicant who is Booking a Space for private invite activity and is not Booking the Facility as a community organisation, business, or charity.

Regular Hirer:

Applicant who books Space/s on a recurring basis on a specified day and time for a period exceeding 30 days. Or the Booking that repeats monthly on a specific day, time/s and Space.

Representative:

Any person/s partaking in the associated activities that form part of the Booking. Including but not limited to contractors, service providers, volunteers and attendees.

Space:

The room/s to be hired within a Facility. E.g. Multipurpose Room, Kitchen, Meeting Room.

Handover:

This refers to a process where a Council Officer will meet The Applicant to hand over a safe and clean site before the event date, and then meet again after the event to receive the site back in the same safe and clean state that it was received.

Senior Officer:

This refers to a Team Leader position in Council or position higher in the organisation.