My Place Terms and Conditions of Hire

My Place Youth Facility is an integrated multi-agency/disciplinary centre for young people aged 12-24 years.

My Place Youth Facility will only be hired to organisations, groups or individuals who are providing service/programs to young people aged 12-24 years.

**Child Safety**

Cardinia Shire Council are a child safe organisation. All adults over 18 years who are working with young people (paid or voluntary) from My Place Youth Facility must hold a current working with Children Check, provide a copy of this with their application and have visible whilst at My Place.

## Booking application

* The right to use the centre is subject to Cardinia Shire Council receiving a Room Hire Application Form signed by the proposed hirer, undertaking to comply with these Terms and conditions of Hire.
* The Council reserves the right to refuse any or all applications.
* Application will be confirmed or rejected by Council within 7 business days of receipt of application.

## Room hire, services and equipment charges

* Hire fees shall be in accordance with the set room hire rates prepared by Cardinia Shire Council.
* All fees and charges quoted are GST inclusive.
* If the Hirer requires the room in a particular set up then the Hirer is responsible for arranging this and returning it to the order it was prior you re-arranging it.
* Hirers are able to bring their own audio/video equipment if appropriately tested and tagged for safety and as per legal requirements.
* The Hirer is responsible for arranging all other equipment required for their program together with catering needs.
* All rooms have wall-mounted whiteboards. Hirers supply their own whiteboard markers and erasers.
* For access to the internet, hirers are able to bring their own wireless internet connection.

## Cancellations

* In the event of an unforeseen emergency, the centre has the right to cancel your booking at no cost to the hirer.
* Booking cancellations made by the hirer, must be received 24 hours prior to booking date, or the hire fee shall be chargeable.

## Invoicing and payment

* Cardinia Shire Council will invoice the hirer at the end of each month.
* Payment by cash, cheque, debit or credit card is accepted.
* Cheque payment to be made payable to Cardinia Shire Council. Information to be written on the reverse side of cheque is: hirer’s full name, address, phone numbers, driver’s licence number and invoice number for which payment is being made.
* Payments by mail should be addressed to:

**Cardinia Shire Council**

**My Place Youth Facility**

**P.O. Box 7**

**Pakenham Vic. 3810**

* Payment in person can be made at My Place Youth Facility, 5-7 Main Street, Pakenham.

## Security

* A security pass will be issued to the hirer to access and arm the building between an allocated time (generally half hour before and after the booking period) The security pass must be returned back to My Place Youth Facility (within 48 hours).
* The premises must be locked and vacated no later than 10pm on any day.
* The hirer must ensure that the building is armed and all external doors locked before vacating the premises.

## Emergency Management

* The hirer is responsible for familiarising themselves with My Place Youth Facilities Emergency Evacuation Plan and the Emergency Assembly Points.
* Plans and assembly point locations are posted at each Exit point of the building.

## Duty of care

* The Hirer will exercise a full duty of care to all participants using the room (hired by the Hirer) at My Place, while they are the Hirer.

## Hiring age

* The Hirer must be at least 21 years of age and must be in attendance during the hire period.
* My Place will not be hired for private parties/money making ventures.

## Alcohol, drugs and gambling

* My Place is a smoke,alcohol, drug and gambling free venue. No alcohol or drugs are to be brought onto the premises and gambling is not allowed.

## Smoking

* My Place is a smoke free venue. Smoking (including vapes) is not permitted in any part of the centre or within 10 meters of the boundary of the facility including the car park. Hirers are requested to consider neighbours and the image of My Place Youth Facility when choosing/informing of a smoking location for themselves/their clients.

## Use

* The Hirer agrees to pay for any damage that may occur due to their use of the facility and equipment. This may include security callouts if the rooms are left unsecured at the end of the session.
* The Hirer must ensure an appropriate level of supervision of their young people, so as to not affect the operations of business being conducted at My Place (e.g. noise levels around consulting rooms).

## Cleanliness

* Please leave the room as you find it. Rubbish is to be sorted into appropriate bins, e.g. recycling or ordinary (rubbish bins are located at the back of the centre).
* Dishes are to be stacked in the dishwasher.
* A vacuum cleaner is located in the cleaning cupboard for any spills or accidents.

## Catering

* Coffee, tea, sugar, milk milo etc. are supplied by the centre for bookings under 10 people
* During office hours, the centre kitchen has constant hot water, microwave and oven. Please nominate 1 or 2 people only to access the kitchen area.
* If booking the activity or meeting room during office hours, a tea trolley can be provided for the room. Advise at time of room booking.
* The Hirer using the kitchen must comply with all legal requirements including without limitation the Health Act 1958 and the Food Act 1982.

## Property not owned by Cardinia Shire Council

* 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.
* The Hirer hereby indemnifies Cardinia Shire Council against any claim by such person, firm or corporation in respect of such article or thing.

## Violation of Laws

* The Hirer shall not violate statutory regulation or law in or about My Place Youth Facility.

## Insurance

* All hirers are required to hold public liability insurance for a minimum of $20 million which covers the activity at this facility.
* Council can provide public liability insurance under certain terms and conditions for some activities.  Please refer to details below for further information.

## 

## *Regular Hirers*

* A regular hirer of the facility is where an individual, group or business either has their own insurance, or does not comply with the definition of casual hirer.
* Regular hirers will be 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. 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 a weekly arrangement with the Council. The hire activity is limited to a maximum of five (5) consecutive days and no more than 52 times in a calendar year.
* 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 $250 will be charged to the hirer.
* Please contact the Risk Management Officer at Cardinia Shire if clarification on this insurance is required.

## Risk Management

* Any hazards identified at the facility should be immediately reported. Cardinia Shire Council’s Customer Service department should be notified on 1300 767 624, and they will notify the relevant staff officer.
* If the hazard could pose a risk to the safety of users, then access to the hazard should be prevented until Council is able to put in place measures to control the hazard.

**Storage of information**

* Information such as Working with Children’s Checks, Insurance and Room Hire forms will be stored in accordance with Cardinia Shire Council’s Privacy Policy.

## Determination

* 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).



PLEASE FOLLOW INSTRUCTIONS FROM THE ANNOUNCEMENT and AREA WARDEN



**My Place**

**5-7 Main Street**

**Pakenham, VIC 3810**

**1800 4 Youth**