

ERCILDOUNE HOMESTEAD

CONDITIONS OF HIRE



2023

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1. Hiring the room

At least 4 weeks prior to the hire commencement date, hirers must:

- Complete and return the Facility Booking Form to Cranbourne West Community Hub in accordance with the “How to Lodge” section of the Facility Booking Form;
- Upon confirmation of the booking availability, pay Council the applicable fee and bond as detailed in Sections 3 and 4 of these Conditions of Hire.

Upon receiving payment, Council will confirm the booking with the hirer via email. No bookings will be made without receipt of the Facility Booking Form.

2. Hiring of facilities

As a Council managed facility, we are obligated to provide programs that meet the needs of the local community and are inclusive. If demand is identified, resulting in the need to increase Council’s capacity to deliver services, Council may need to alter existing hire agreements with community users. Additionally, hirers may need to be relocated in the event of building upgrades and/or maintenance.

If this happens, Council will provide the Hirer with as much notice as possible, in writing, to vacate the space and will endeavour to find a suitable alternative space at another Council facility.

Council may require the use of the facility for festivals and events that provide appeal to the broader community and on occasions may need to cancel some regular bookings. In this instance a minimum of four weeks’ notice will be given, and every effort will be made to provide another space to the user.

3. Fees and charges

The Hirer must comply with the following conditions regarding the fees and charges associated with the hire of a facility:

3.1 Casual hire

A 50% holding deposit is required at the time of hire application approval. Full facility hire fees must be paid 4 weeks prior the event.

It is the responsibility of the hirer to ensure any outstanding balance is paid by the due date. If not paid, the booking may be cancelled.

3.2 Regular hire

Regular hirers will be invoiced at the end of each month via email to the account’s contact provided in the Facility Booking Form. The full balance must be paid within 30 days of the issue date as outlined on the invoice.

The hiring fee includes GST and expenses associated with operating the facility during standard business hours such as cleaning and utility costs.

If the centre is accessed during the periods of closure eg. public holidays, end of year closure, additional fees may be applicable to cover staff or cleaning costs.

Council’s fees and charges are subject to change and are reviewed annually as of 1 July each financial year. Where possible, Council will provide the Hirer notice of increases to fees and charges.

4. Bond

Council retains the right to request from the hirer any further monies to be held as a security deposit by Council at any time up until the commencement date. If Council requests additional monies, the Hirer must pay such additional monies within 7 days of request.

In the event of damage to the facility, equipment and surrounds, or improper use, council reserve the right to deduct from the security bond as per quotation or amounts outlined in Ercildoune Homestead Schedule of Fees.

4.1 Casual bond

Bonds are due one week before the function and can be paid in person at Cranbourne West Community Hub, 4 Flicka Blvd, Cranbourne West, VIC 3978 or via phone on 03 9705 5889.

Bonds paid via cash will be available for collection on the next business day upon successful inspection from staff and the return of any keys. For electronic payments, the bond will be returned via direct deposit, within a 2 to 4-week period after receiving authorised bank account details from hirer.

4.2 Regular hire

On confirmation of the proposed regular hire, a bond invoice will be issued and due for payment prior to the agreed commencement date.

Bonds will be held for the duration of the hire period and refunded after the final agreed hire and when all keys have been returned, and all outstanding accounts have been paid.

5. Outstanding fees and charges

Council may terminate the hire at any time during the agreed period of hire if the Hirer has an outstanding balance exceeding 60 days.

6. Key allocation

For hire outside of business hours a set of keys and/or electronic card will be allocated as part of the Facility Booking and upon receipt of the Bond. Keys will be allocated and signed for at the time of the facility induction or can be collected by the contact person listed on the Facility Booking form at Cranbourne West Community Hub.

In any case a hirer loses their electronic card and/or key, the Hub must be informed as soon as possible. The hirer will be charged for the new card and key.

6.1 Casual keys

Keys can be collected one business day prior to the booking date at the scheduled induction with a staff member. The key must then be returned the following business day.

6.2 Regular keys

One electronic card and key will be allocated to the account contact as specified in the Facility Booking Form.

In the event the contact person changes, or booking is cancelled the original key holder must return all keys to Cranbourne West Community Hub within five business days.

Additional keys can be issued to a secondary account contact which will incur an additional Key Bond Fee and the key/electronic card holder will need to complete an induction with a staff member.

7. Hire Amendments

7.1 Casual Hire

Amendments to the agreed hire will be accepted where possible. Authorised contact must submit the proposed change of date and hours in writing (email) to Cranbourne West Community Hub at least 14 days prior to the confirmed booking date. Any additional fees incurred due to the change, must be paid within 7 days.

Cranbourne West Community Hub must then notify the Hirer by means of a written confirmation that the variation of hire is accepted.

7.2 Regular Hire

Amendments to the agreed hire will be accepted where possible. Authorised contact must submit the proposed change of date and hours in writing (email) to Cranbourne West Community Hub at least 7

days prior to the confirmed booking date. Cranbourne West Community Hub must then notify the Hirer by means of a written confirmation that the variation of hire is accepted.

8. Cancellation

Cancellations of upcoming bookings must be advised in writing (email) by the account contact to Cranbourne West Community Hub as per the following conditions:

8.1 Casual cancellation

For cancellations 4 weeks or more prior to booking date, the 50% non-refundable deposit will be held to cover administrative costs associated with the booking.

For cancellations 4 weeks or less prior to the booking date, a 100% cancellation fee of all hire costs associated with the booking will apply.

8.2 Regular hire cancellation

A minimum of 7 days is required to cancel both individual dates and/or the entire booking. All requests for cancellations must be in writing (email) and sent to Cranbourne West Community Hub (cwch@casey.vic.gov.au). Any bookings that fall within the seven days will be charged as normal.

8.3 Cancellations due to Covid-19

Bookings cancelled as a result of lockdowns, changes to density quotient limits, mandated isolation periods will be fully refunded.

9. Termination of hire

9.1 Termination of hire as requested by hirer

The Hirer must pay any outstanding fees and charges and return all keys to the facility within 5 working days (excluding public holidays) after the expiry date or cancellation of hire. Failure to do so may result in additional fees charged.

Hire termination process:

Hirer must send their expression to terminate hire in writing (email).

9.2 Termination of hire by Cranbourne West Community Hub

Council may terminate the hiring of the room by the hirer at any time if the hirer:

- has not paid the hiring fee or the bond as specified in the terms and conditions of this document;
- has not paid the hiring fee in the manner specified in the booking form; or
- breaches any of the Hirer's obligations specified in the terms and conditions of this document.
- breach or continuous breach of Conditions of Entry, eg. Leaving children unsupervised, bringing in animals that are not permitted, smoking within 10m of the building, disrespectful conduct to staff and other users.
- A full copy of Conditions of Entry can be requested or can be found on:
<https://www.casey.vic.gov.au/conditions-of-entry-council-assets>
- Council may forfeit re-imburement of any monies including the bond, the booking fee and the hiring fee, paid to Council by the hirer.
- Hire termination process:
- One verbal warning and one written warning may result in termination of hire;
- Termination of hire from one City of Casey facility extends to all City of Casey Facilities; and
- Immediate cancellation of hire with no warning will result from any action by the Hirer or visitors connected with that hirer, which poses a danger to others or significant damage to the building.

10. Public liability insurance

The Hirer shall, at all times during the agreed term, be the holder of a current public liability policy of insurance in respect of the activities specified herein in the name of the hirer providing coverage for a minimum sum of \$10M (or more).

The public liability policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Council and shall extend to cover Council in respect to claims for personal injury or property damage arising out of the negligence of the hirer.

Community/ not for profit groups without public liability insurance may be eligible to purchase public liability insurance with their booking. This is charged per occasion of hire. Please refer to the Centre's fees and charges list for the amount.

Indemnity is not provided to any other services i.e. performers/ contractors that may be involved in the hire activity (e.g. a children's entertainer or caterer). Hirers should ensure these other parties have in place their own Public Liability Insurance. Proof of current Public Liability Insurance must be provided prior to commencement of hire.

11. Release and indemnity

The Hirer agrees to indemnify and to keep indemnified, Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirers performance or purported performance of its obligations under this agreement/ permit and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirers' liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss or liability.

12. Liability of person signing application form

Where a person signs the booking form on behalf of the hirer, which is an incorporated body (such as a company or incorporated association) the person signing the application form:

- Warrants that he or she is authorised to sign the application form on behalf of the Hirer; and
- Guarantees that the Hirer will strictly observe and perform its obligations in these conditions; and
- Will pay to Council on demand any money for any loss suffered by council due to a breach of these conditions by the Hirer.

13. Change of Details

The Hirer must ensure that Council is notified in writing as soon as possible of any changes to the details contained in the Application for Hire.

If there is a change in contact person as specified on the Facility Booking form a new Facility Booking form must be submitted.

14. Victorian Child Safe Standards

All children or young people who attend services, programs, and events delivered by, and spaces owned or managed by the City of Casey, have the right to feel and be safe. The wellbeing and safety of children and young people in our care will always be our priority.

Council has zero tolerance of child abuse and is committed to creating and maintaining a child safe and child friendly city where all children are valued and protected from abuse.

The City of Casey is committed to creating and maintaining a child safe organisation where protecting children from abuse is embedded in the everyday thinking and practice of Council, its employees, contractors and volunteers.

All organisations in Victoria that provide services or facilities for children are required to comply with Child Safe Standards, to ensure that the safety of children and young people is promoted, child abuse is prevented, and allegations of child abuse are properly responded to.

As a condition of this agreement the hirer must ensure that it complies with the requirements as set within the Child Wellbeing and Safety (Child Safe Standards Compliance and Enforcement) Act 2021, and Reportable Conduct Scheme**. The Service must immediately notify Council where it becomes aware of a breach of the Victorian Child Safe Standards and ensure that all employees and volunteers who are required to apply for a Working with Children Check's (WWCC) under the Worker Screening Act 2020 (Vic)*** have done so, before working with children at the service/program/facility.

* For more information on the Victorian Child Safe Standards please consider <https://ccyp.vic.gov.au/child-safe-standards/new-child-safe-standards-now-apply/#TOC-2>

** For more information on the Reportable Conduct Scheme please consider <https://ccyp.vic.gov.au/reportable-conduct-scheme/>

*** Please refer to the Worker Screening Act 2020 to determine the Working with Children Check requirements on your service.

Council reserves the right during the term of the agreement to conduct an audit to ensure compliance with the Child Safe Standards in relation to the operation of the agreement. This audit may be carried out by Council or an authorised party. The Committee must respond to all reasonable requests in a timely manner to conduct audit.

15. Use of the Facility

Hirer minimum standards

All hirers must:

- Remain respectful of other users and keep noise to a minimum;
- Clean up after use including washing and returning cups, and cleaning tables and floors; and
- Pack up after use, returning all furniture to storeroom/original position.

15.1 Permitted use

The Hirer must only use the room for the purpose specified in the Hire Application form and not use the room for any other purpose unless with written permission from Council.

Council has the right to refuse or limit access to a community facility if the intended use does not support the strategic direction of the Council Plan, Planning Scheme, Community Facilities Access Policy and the overall best interests of the broad Casey community.

The Hirer must only use the room specified in the Hire Application form and must not access Council staff restricted areas. The foyer is a drop-in space to be used during business hours. After hours please be respectful of other users as the space is a transition space between groups. It is not to be used as additional hire space or an extension to hire space unless formal, written approval has been obtained.

Afterhours (outside Cranbourne West Community Hub Office Hours) Hirers or attendees cannot remain or use indoor shared spaces (Foyer, shared kitchenette, hallways) beyond the hiring times outlined and agreed upon on booking.

15.2 Covid Management

All hirers will need to comply with the current state government guidelines regarding Covid management. It is the responsibility of the hirer to ensure all guidelines are followed.

15.3 Children

Children under 18 years of age must be accompanied by a guardian at all times and must remain in the room with the Hirer. Children may not be left unsupervised in the foyer whilst their guardian is in a hired room. Repeat occurrences may result in cancellation of all future bookings.

15.4 Times of use

- The Hirer must only use the room during the hiring times outlined in the Hire Application form. The Hirer must immediately vacate the room outside of the hiring times to allow other people to use the room.
- If the room is used by the Hirer beyond specified agreed times, Council will charge additional fees in applicable to the Hirer.
- Council holds the right to terminate the hire agreement and forfeit reimbursement of the bond if the room is repeatedly used during another hirer's booking time.
- Arrival and departure times outlined in the Hire Application must include set up and pack up times. Council may charge for use of the rooms outside of the agreed times.

15.5 Number of people in room

The hirer must not permit the number of people in the room to exceed the maximum number specified in the Facility Information Sheet. All hirers must inspect the room prior to agreeing to Conditions of Hire and ensure the room is suitable for activity type and set-up.

15.6 Arrival and Departure

The Hirer is responsible for opening and closing the room and/ or facility upon entry and exit. Upon departure the Hirer must always ensure that:

- Room/s are in a reasonable and clean condition as they were found;
- Electronic equipment is switched off;
- Equipment has been turned off, packed away or removed;
- Furniture is returned to its original location as identified upon entry;
- Doors to their hired rooms are closed;
- Entry doors are locked;
- Alarm is activated; and
- Rubbish is removed.

If there are no Council officers in the facility at the time of arrival or departure, the Hirer is responsible for opening and closing the facility. This includes activation or de-activation of the alarm and locking or unlocking the facility.

Facility opening and closing procedures are detailed in the Induction Information form which will be provided during the Hirer's induction prior to the booking date.

15.7 Cleaning

The Hirer is responsible for leaving the room in a clean and tidy condition. If such regulations are not met, Council will arrange cleaning at their discretion. Charges for any additional cleaning conducted may be invoiced to the Hirer at the end of the invoice period or deducted from the bond.

15.8 Access to the building

If necessary, Council will provide the Hirer with an electronic card and key set to ensure the facility is accessible and secure during the agreed period of hire.

15.9 Damage to facility and/or equipment

The Hirer must not cause or permit to be caused any damage to the facility, existing furniture, fittings and/or equipment belonging to City of Casey and/ or other users of the facility.

15.10 Compliance with laws

The Hirer must comply with all laws in connection with the room and the Hirer's use of the room.

15.11 Nuisance

The Hirer must not do or allow to be done, anything in connection with the use of the facility under agreement or otherwise which is or is liable to be in the opinion of Council, noxious or injurious to a person's health, personal comfort or the general amenity of the neighbourhood in which the activity is occurring.

15.12 Signs and notices

The Hirer must not erect any signs or notices in the interior or exterior of the facility without Council's prior written consent/permit.

15.13 Heavy equipment and flammable substances

The Hirer must not use or bring any heavy equipment, event special effects, open flame or flammable substances into the room without Council's prior written consent. This may include: inflatable jumping castles, event lighting, smoke machines, pyrotechnics/fireworks, multiple candles at one time, etc.

15.14 Illegal activities

The Hirer must not permit any illegal activities in the room.

15.15 Alcohol

Consumption of alcohol is not permitted at this site.

15.16 No smoking

The Hirer must not allow any persons to smoke in or around the facility including the outdoor BBQ area and playground. Smoking is not permitted within 10 meters of an entrance to the facility.

15.17 Animals

The Hirer must not allow any animals to be brought into the facility without the Council's prior written consent (authorised assistance animals excepted).

15.18 Equipment

Facilities are equipped to cater for the maximum capacity as outlined on our website or in the Facility Information Sheet, which is available via email, at the hub or upon request. Requests for additional equipment such as chairs, tables, audio visual equipment or specialised equipment will be considered by Council on a case by case basis. Hirers are not permitted to bring equipment into the facility without Council's prior written consent.

15.19 Storage

There is limited storage at Ercildoune Homestead and Council is not responsible for any loss or damage to property left at the centre. Items can only be stored with the permission of management.

It is the responsibility of the Hirer to ensure that both the Hirer and all participants of their group using the facility are aware of these regulations and adhere to them;

- No equipment is to be stored at the facility. All personal equipment and belongings must be removed from the facility at the end of each hire period;
- No equipment (or item) is to block entrances and the floor spaces to and inside storage rooms, so to prevent potential injury;
- All Hirer's must be respectful of equipment that does not belong to them;
- Hirers must not use stored equipment belonging to others;
- The Hirer must not permanently mark or label storage areas or shelves, build temporary or permanent storage areas or use personal locks on storage areas. Charges may apply to the Hirer if cleaning or maintenance is required to be undertaken in the event of misuse in the storage area.

15.20 Theft

Neither Council nor its' staff shall be liable for any loss or damage sustained by the Hirer, and the Hirer agrees to indemnify Council against any such actions.

15.21 Council directions

The Hirer must comply with all requirements of Council and all directions given by Council staff and representatives.

15.22 Noise disturbance

The Hirer must comply with all Environmental Protection Agency (EPA) prohibited times for noise and noise related legislation.

Loud music, musical instruments, electric audio goods, or public address systems must be turned off by:

- Monday to Thursday before 7 am or after 10:30pm.
- Friday before 7 am or after 10:30pm.
- Saturday and public holidays before 9 am or after 10:30pm.
- Sunday before 9 am or after 10:30pm.

In addition, noise must not impact on surrounding properties or be unreasonable at any time with respect to its intensity, duration frequency or other factors as determined by Council.

The Hirer and any persons connected to the use of the facility must comply with any directions to cease or abate noise made by Council staff or members of Victoria Police.

15.23 Food Handling

The Hirer must not allow or cause to be allowed any food to be sold or handled for the purposes of sale without holding a current Food Act (1984) registration certificate, irrespective of whether the activity concerned is of a commercial, charitable or community nature or whether it involves the handling or sale of food on one occasion only.

Council to the extent permitted by law accepts no responsibility, direct, indirect or otherwise for any liabilities under statute or common law for the sale or provision of food items from facilities.

Further information concerning the provision of food and matters of food safety may be obtained from Council's Environmental Health Unit on 03 9705 5200.

16. Security

The Hirer must not do anything in connection with the facility which may cause a security issue or unnecessary alarm. Callouts by the security company/ fire safety specialist/ the fire brigade (CFA) deemed unnecessary may be charged to the Hirer.

17. Emergencies

The Hirer is responsible for familiarising themselves with and following Council's emergency and evacuation procedures for the facility.

In the case of an imminent threat, and/ or upon notification from emergency services or Council management, the Warden is responsible for the management of the evacuation or lockdown of the facility.

The Hirer is responsible for the management or lockdown of the facility at their discretion when Council staff are not present.

The Hirer is responsible for the safety of all members and visitors in the facility for the purpose of their hire and for having appropriate insurance in place at all times (refer to Section 11 of these Conditions of Hire).

In the event of an emergency, Council may terminate the hiring of the room immediately. Any monies paid by the Hirer to the Council may be forfeited by the Council where the termination of the hire resulted from an act or omission of the Hirer or the Hirer's agents, contractors or invitees.

18. Council's right of entry

Council may enter the room at any time and remain in the room for the purpose of supervising the functions or activities conducted by the Hirer.

19. Disputes

In the event of any dispute or difference arising to the interpretation of these conditions, or of any matter contained therein the decision of the City of Casey's Director Community Life or their nominated representative thereon shall be final and conclusive.

20. Definitions

In these conditions, the following words have the meanings set out below:

Hire Application Form means the application form to hire at the facility.

Commencement date means the commencement date specified upon confirmation of booking.

Council means City of Casey Council.

Licensee means the community group authorised by Council to administer this agreement or agreements of the same or similar nature as this agreement.

Hirer means the Hirer specified in the application form and where it is consistent with the context includes the Hirer's employees, agents, invitees & persons the Hirer allows in the room.

Hiring fee means the hiring fee specified in the Fees and Charges document.

Hiring times means the times specified in the application form during which the Hirer is permitted to use the room.

Bond means the security deposit specified in Fees and Charges document.

Term of hire means the term from the commencement date to the expiry date.

Terms and conditions mean these terms and conditions applicable to the Booking Form.

Contact the City of Casey:

Web: casey.vic.gov.au

Email: caseycc@casey.vic.gov.au

Phone: 03 9705 5200

Post: PO Box 1000, Narre Warren VIC 3805

NRS: 133 677 (for the deaf, hearing or speech impaired)

Customer Service Centres:

Narre Warren: Bunjil Place, Patrick Northeast Drive

Cranbourne: Cranbourne Park Shopping Centre

ABN: 43 320 295 742

