

Conditions of Hire Community Facilities



Table of Contents

1. HIRING FACILITIES.....	3
2. FEES AND CHARGES.....	3
3. CASUAL BOND.....	3
4. OUTSTANDING FEES AND CHARGES.....	4
5. KEY/SWIPE ALLOCATION	4
6. BOOKING CHANGE REQUEST	4
7. CANCELLATION	5
8. TERMINATION OF REGULAR HIRE	5
9. PUBLIC LIABILITY INSURANCE	5
10. RELEASE AND INDEMNITY.....	6
11. LIABILITY OF PERSON COMPLETING A BOOKING.....	6
12. CHANGE OF DETAILS	6
13. VICTORIAN CHILD SAFE STANDARDS.....	6
14. GAMBLING HARM MINIMISATION STATEMENT	7
15. USE OF THE FACILITY	7
16. HALL KEEPER	10
17. SECURITY	10
18. EMERGENCIES	11
19. COUNCIL'S RIGHT OF ENTRY	11
20. DISPUTES.....	11
21. SINGLE-USE PLASTICS (SUP) BAN	11
22. DEFINITIONS.....	11

As a Council-managed facility, we provide facilities and community spaces that support local connection, resilience and improve wellbeing.

Council may require the use of the facility for festivals and events 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.

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.

1. Hiring facilities

All applicants must be the age of 18 or over.

All bookings need to be made through SpacetoCo at least five business days prior to the hire date and are subject to approval.

2. Fees and charges

Council's fees and charges are subject to change and are reviewed annually as of 1 July each financial year. Council will provide the hirer notice of increases to fees and charges. The hiring fee includes GST and expenses associated with operating the facility such as cleaning and utility costs.

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

2.1 Casual hire

Full payment is deducted at time of booking. A bond will be held for all casual hires.

For information regarding cancellation see section 7.

2.2 Regular hire

Regular hirers will be invoiced monthly and payment will be direct debited from the nominated payment method.

For information regarding cancellation see section 7.

3.3 Additional fees

Additional fees may be charged for the following as required:

- » Public Liability- Refer to section 10
- » Hall keeper – Refer to section 15
- » Function Surcharge*

**A function surcharge is applied to support the additional operational requirements associated with one-off or casual hire of our community facilities. This includes the extra administration and resources needed to ensure the venue remains well-presented, welcoming, and ready for use by all patrons. This surcharge helps us maintain a high standard of service and facility presentation.*

3. Casual Bond

A bond will be held three days prior to the hire date and will be charged in the event of damage to the facility, equipment and surrounds, or improper use. Council reserve the right to deduct from the bond as per quotation or amounts outlined below. If the quote for repairs exceeds the bond amount, the hirer will be liable for additional charges.

If your account does not have sufficient funds to hold the bond, your booking will be cancelled.

If keys are not returned in the allocated time (two business days after your booking), your bond will be deducted. Once we receive the keys, your bond will be refunded to your chosen payment method.

Bond deduction fees

Bond deductions may include, but not limited to;

- » Loss of key - **\$25.00**
- » Loss of swipe card - **\$10.00**
- » Decorations and promotional material not removed - **\$50.00**
- » Lights and electrical/gas appliances left on - **\$50.00**
- » Damages – **as per quote**
- » Additional cleaning – **as per quote**
- » Failure to reset the hired space as detailed in the induction – **as per quote**
- » Failure to remove balloons, including helium balloons not weighted down – **as per quote**
- » Smoking (including e-cigarettes) in the building or within 10 metres of any entrance – **full bond**
- » Evidence of alcohol being on site without approval or required permit, or where no alcohol is permitted - **full bond**
- » Evidence of illegal substances being on site – **full bond**
- » Attendance by security, police or false emergency call out – **as per charges incurred by the service**
- » Failure to secure building or site correctly - **as per charges incurred by after-hours service**
- » Call-out fee for after-hours attendance due to hirer's fault or request - **as per charges incurred by after-hours service**

4. Outstanding fees and charges

Council may terminate regular hire at any time if the hirer has an outstanding balance. Refer to SpacetoCo payment conditions.

5. Key/Swipe allocation

Upon receipt of the bond, a set of keys and/or a swipe card will be allocated for access to the facility as part of the booking.

In the event of any loss of swipe card and/or key, staff must be informed as soon as possible. The hirer will be charged for the new card and key.

5.1 Casual keys

Keys will be issued by a staff member after receipt of the bond. The key must then be returned within two working days (excluding public holidays). The keyholder is responsible for the security of the building and keys cannot be passed on to other people who have not been inducted.

5.2 Regular keys

A swipe card (if applicable) and key will be allocated to the account contact as specified in the Booking.

In the event the key/swipe card is passed on to another person, a staff member must be notified, and the new key/swipe card holder must complete an induction.

For cancelled bookings, the key holder must return all keys/swipe cards within 5 business days (excluding public holidays).

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

6. Booking Change Request

Changes must be made by the hirer through SpacetoCo and will be subject to approval.

Change request for booking times, venue or charges

Can be made through SpacetoCo and subject to approval at least 5 business days prior to the hire date.

Change request for hire dates

Requests must be received at least 21 days prior to the approved booking date.

7. Cancellation

100% refund (minus booking fee) on cancellations up until 21 days before your booking. After that, no refunds on cancellation. If the booking is cancelled for any reason after being approved, the booking fee of 2.5% of the booking total (minimum \$1/booking) is non-refundable.

Booking Pending Host Approval

100% refund available if cancelled, expired or declined.

Bookings cancelled more than 21 days of event date

100% refund available (minus booking fee).

Bookings cancelled within 21 days of the event date

Free Cancellation Ends

No refunds on cancellation from this point on.

Bookings cannot be cancelled after the start time of the event.

8. Termination of regular hire

8.1 Termination of hire as requested by hirer

Upon termination of hire, the cancellation terms will apply as outlined in Section 7. The hirer must pay any outstanding fees and charges and return all keys and/or swipe cards within 5 working days (excluding public holidays) after last date of hire. Failure to do so may result in additional fees being charged.

8.2 Termination of hire by Council

Council may terminate the hire at any time if the hirer:

- » has not paid the hiring fee.
- » breaches any of the hirer's obligations specified in this document.
- » breach or continuous breach of Conditions of Entry.
 - Leaving children unsupervised.
 - Bringing in animals that are not permitted.
 - Smoking within 10m of the building entrance.
 - Disrespectful conduct towards staff and other users.

A full copy of Conditions of Entry can be found on casey.vic.gov.au/conditions-of-entry-council-assets

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.
- » 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.

9. Public liability insurance

All hirers must have public liability insurance.

Community/not for profit groups without public liability insurance may be eligible to purchase public liability insurance with their booking. This incurs a charge of \$15.00 per occasion of hire. A \$500 excess will be payable by the hirer for any claim which may arise.

Indemnity is not provided to any other third-party providers that may be involved in the hire activity (e.g. can include but not limited to performers, caterers, party planners, equipment providers)

Hirers should ensure these other providers have in place their own Public Liability Insurance. Proof of current Public Liability Insurance for a minimum sum of \$20M must be provided prior to commencement of hire.

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 \$20M (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.

10. 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.

11. Liability of person completing a booking

Where a person completes a booking on behalf of the hirer, which is an incorporated body (such as a company or incorporated association) the person completing the booking:

- » Warrants that the person is authorised to complete the booking on behalf of the hirer
- » Guarantees that the hirer will strictly observe and perform its obligations in these conditions
- » Will pay to Council on demand any money for any loss suffered by council due to a breach of these conditions by the hirer

12. Change of Details

The hirer must ensure that account information is always kept up to date in SpacetoCo including a change of contact person or the use of a third-party provider.

13. 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.

14. Gambling Harm Minimisation Statement

The City of Casey recognises gambling as a significant public health issue. In line with Council's Gambling Harm Minimisation Policy, groups and individuals booking Council facilities must not include gambling related advertisements of any kind on their activity promotions and material; inclusive of newsletters, clothing attire/uniform, banners, and email banners.

15. Use of the Facility

Hirer minimum standards

All hirers must:

- » Remain respectful of other users and keep noise to a minimum
- » Ensure attendees adhere to Conditions of Hire
- » Clean up after use including washing and returning crockery and cutlery, cleaning tables and floors. Rubbish must be taken home at conclusion of hire
- » Pack up after use, returning all furniture to the correct storeroom

15.1 Permitted use

The hirer must only use the room for the approved purpose and not use or sublet 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 broader Casey community.

The hirer must only use the room specified in the Booking and must not access Council staff restricted areas, including the Kindergarten and Maternal Child Health spaces. 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 written approval has been obtained.

After hours (outside facility 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 Children

Children under 18 years of age must always be accompanied by a guardian and must remain in the room with the hirer. Children may not be left unsupervised in communal spaces whilst their guardian is in a hired room. Repeat occurrences may result in cancellation of future bookings.

15.3 Times of use

- » The hirer must only use the room during the approved hiring times. 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 if 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
- » Approved arrival and departure times must include set up and pack up/cleaning of the facility. Council may charge for use of the rooms outside of the agreed times.

15.4 Number of people in room

The hirer must not permit the number of people in the room to exceed the maximum capacity of the space. 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.

14.5 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 left clean and tidy
- » Equipment has been turned off, packed away or removed
- » Furniture is returned to its correct location
- » Doors to the hired rooms are closed and locked
- » Rubbish is removed from the facility
- » Entry doors are locked

If there are no patrons 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 information provided during the hirer's induction prior to the booking date.

15.6 Cleaning

The hirer is responsible for leaving the room in a clean and tidy condition. If the room is left dirty by the hirer, Council will arrange cleaning and the hirer may be invoiced or have the cost deducted from the bond.

15.7 Access to the building

If necessary, Council will provide the hirer with a key/and or swipe card to ensure the facility is accessible and secure during the agreed period of hire. All Community Centres, that include Kindergartens and MCH spaces must be vacated by 9.30pm.

15.8 Damage to facility and/or equipment

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

15.9 Compliance with laws

The hirer must comply with all conditions and/or laws in connection with the room and the hirer's use of the room.

15.10 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.

15.11 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.

15.12 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 facility without Council's prior written consent. Including but not limited to; inflatable jumping castles, event lighting, cold spark and smoke machines, pyrotechnics/fireworks, multiple candles at one time.

15.13 Illegal activities

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

15.14 Alcohol

The hirer is required to obtain a Liquor License if selling alcohol at permitted facilities. Alcohol is strictly not permitted at any Family and Community/Children Centres. Security guards may be required to attend a booking that has been approved to include alcohol on-site.

Any alcohol found on-site without approval will result in a full forfeit of the bond.

15.15 No smoking

Smoking (including e-cigarettes) is not permitted within 10 metres of any council building.

15.16 Animals

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

15.17 Equipment

Facilities are equipped to cater for the maximum capacity as outlined on our website or in the Booking 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.

Approved electrical equipment brought into council facilities by hirers, traders or external suppliers must be tagged and tested to confirm that it complies with Australian Standard AS/NZS 3760 (as amended).

Traders or external suppliers providing equipment or services must have their own Public Liability Insurance and a copy must be provided to the Community Facilities team.

15.18 Storage

There is limited storage available at Council facilities. Any hirer wanting to store equipment must receive written approval from Council prior to storing any items.

It is the responsibility of the hirer to ensure that both the hirer and all participants of their group are aware and adhere to the following requirements;

- » No equipment is to be stored at the facility unless prior approval has been granted
- » Equipment (or item) must be stored safely and not block access to the storage room
- » All hirer's must be respectful of equipment that does not belong to them
- » Hirers must not use stored equipment belonging to others
- » Equipment must only be stored within the allocated space, agreed upon by hirer and Council

Council is not responsible for any loss or damage to property left at the facility.

15.19 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.

15.20 Council directions

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

15.21 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 7:00 am and after 10:00 pm
- » Friday before 7:00 am or after 11:00 pm
- » Saturday and public holidays before 9:00 am and after 11:00 pm
- » Sunday before 9:00 am or after 10:00 pm

In addition, noise must not impact other users of the facility, 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.

15.22 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. Hall Keeper

All casual events held in Halls at Cranbourne West Community Hub and Lynbrook Community Centre will require a Hall Keeper.

Hall Keepers are not responsible for set up and pack up of your event and will provide onsite supervision for your event.

17. Security

Security guards may be required to attend a booking that has been approved to include alcohol or other events that Council assesses as necessary to have security on site. You will be required to obtain security services at your own cost and provide a copy of your security booking confirmation.

We will only accept confirmation from our approved suppliers listed below:

- » BEE Security - Email: info@beesecurity.com.au Ph: 0498 197 539
- » SWC Security - Email: operations@swcsecurity.com.au Ph: 1300 660 324
- » City Watch Security - Emails: sales@citywatchsecurity.com.au Ph: 03 9250 4000

Please note: Additional conditions for security apply to Hallam Recreation Reserve Hall for events that extend beyond 11.00 pm.

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.

18. 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 always having appropriate insurance in place (refer to Section 11 of this document).

In the event of an emergency, Council may terminate the hiring of the room immediately. Any monies paid by the hirer to Council may not be refunded where the termination of the hire resulted from an act or omission of the hirer, attendees or traders/suppliers.

It is the hirers responsibility to provide for First Aid coverage and bring their own First Aid Kit.

19. 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.

20. 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.

21. Single-use plastics (SUP) ban

City of Casey is committed to reducing the harmful effects of single-use plastics by eliminating their use from Council facilities. From 1 February 2023, the Victorian Government is banning the sale and supply of single-use plastics, including:

- » drinking straws
- » cutlery
- » plates
- » drink stirrers and sticks
- » cotton bud sticks
- » expanded polystyrene food and drink containers

For more information, please visit:

<https://www.vic.gov.au/single-use-plastics>

22. Definitions

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

Booking fee a 2.5% non-refundable fee that is included in the final price for all bookings.

Bond means the security deposit specified in Fees and Charges for relevant facility.

Casual hire means one off or irregular hire.

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

Council means City of Casey Council.

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.

OFFICIAL

Hiring fee means the hiring fee specified in the Fees and Charges for the relevant facility.

Hiring times means the times specified in the booking during which the hirer is permitted to use the room.

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

Regular hire means a minimum of one hire per month over six consecutive months.

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

Third Party Provider means a business providing a service on site at the event.

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



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهى ਦੁਆਰਾ ਸੇਵਾ ਪ੍ਰਦਾਨ

CASEY.VIC.GOV.AU