

Terms and Conditions of Hire

1. Hire Process:

- 1.1. TP Taylor Committee of Management (The Committee) is the administrator for the hire of the Sandy Point Community Centre
- 1.2. All groups or individuals hiring the rooms of the Sandy Point Community Centre shall first complete an **Application for Hire form** which shall be signed by the **responsible person** and state all required details
- 1.3. The Committee reserves the right to refuse any booking
- 1.4. The Community Centre is defined as the entire facility which comprises:-
The Main Hall(s), Meeting Room(s), Consulting Room, Foyer, Kitchen, Outside Deck, Administration Office, grassed area BBQ and Toilet Facilities.

2. Fees and bonds:

- 2.1. The user group will only be entitled to use the particular part or parts of the building specified when booking. The Committee reserves the right to hire any other portion of the building for other purposes at the same time
- 2.2. These Conditions of Hire apply to all hireable spaces in the Community Centre
- 2.3. Fees for hire will be set out as per Fee Schedule on the Application for Hire form and will be reviewed on an annual basis by the Committee
- 2.4. Community Centre bookings require a \$1000 bond for all private functions, this is refundable after a satisfactory inspection after the event.
- 2.5. **A deposit of 50% is required at time of booking with the balance and bond payable two weeks** prior to use, or otherwise as arranged with the Hiring Officer. Invoices can be issued for regular users upon request. Cancellation of any booking may occur if this two week period is breached. Booking is only confirmed upon receipt of the deposit.
- 2.6. The bond will be returned to the Hirer within two weeks of the event (or as mutually agreed) providing there is no damage, missing equipment, the room is left clean and the key is returned
- 2.7. The Hirer will be required to vacate The Community Centre within the specified time. If additional time is required this must be booked and the rental may be charged accordingly. It is the Hirer's responsibility to ensure caterers and such like vacate The Centre and remove all equipment, furniture and rubbish at the specified time. If not, additional time may be charged

3. Cancellation of Booking:

- 3.1. The Committee reserves the right to cancel any booking by notice in writing to the Hirer. The right will only be exercised under exceptional circumstances. Should it be necessary for The Committee to cancel any booking then any fees paid in advance will be refunded
- 3.2. The Sandy Point Community Centre is the designated Neighbourhood Safer Place/Place of Last Resort for Sandy Point and surrounds in case of emergency. If The Centre needs to be opened as a Neighbourhood Safer Place/Place of Last Resort then your booking will be cancelled and any monies paid will be returned. A Neighbourhood Safer Place/ Place of Last Resort takes absolute precedent over all other events and bookings

4. Damage:

- 4.1. The Hirer shall immediately reimburse The Committee for any breakages of furniture, fittings or equipment at a cost determined by The Committee.
- 4.2. In instances where the cost of damage to the Community Centre is equal to or less than the bond, the amount will be deducted from the bond. Where it is more than the bond, the bond will be withheld and further costs paid by the Hirer
- 4.3 Community Groups/not for profit agree to cover the cost of damage to the Community Centre.

5. Cleaning:

- 5.1. Cleaning will be done by The Centre's Cleaner and is included in the hire cost. The room/s hired must be left the way it was found with all furniture and other equipment returned to where it was originally located
- 5.2. Should the premises be left in an unsatisfactory state, the Hirer will be liable for additional costs which will be deducted from their Bond.

6. Keys and Security:

6.1. A key code will be given to those who hire a space. This code will allow access to key safe located on right side of front door. Key to front door is located in key safe.

- 6.2. A small induction may be needed to occur prior to the booking taking place to familiarise the Hirer with the building
- 6.3. The Hirer will be responsible for the overall security of The Community Centre while it is in their use
- 6.4. The Hirer agrees that if they require a key while using the Community Centre, if it is lost (or not returned within 2 working days), the hirer will be fully responsible for all costs incurred by The Committee for any changes or replacements that may be required as a result
- 6.5. The Community Centre must be left secure upon vacating the building

7. Insurance:

7.1. Council has insurance coverage for all Council owned facilities for public liability for Council and section 86 Committees not third parties (casual hirers). **Hirers are only covered if they have their own public liability insurance. Please complete the insurance form and submit with your completed booking form. Your booking will not be accepted unless the completed insurance form accompanies the booking form**

7.2. A Hirer who intends to hire a room more than 52 times a year will have to arrange their own public liability insurance and provide The Committee with a copy.

7.3. Indemnity is only provided to the Hirer of the facility. Indemnity is not provided to any other participants, performers, contractors that may be involved in the hire activity (e.g. A band engaged for a wedding reception). Hirers should ensure these other parties have in place their own public liability insurance.

7.4. The hire activity is limited to a maximum period of five (5) consecutive days. Coverage for longer periods may be available and should be referred to Council's Risk Management Coordinator. An additional premium may be required by the insurer for longer periods.

7.5. Coverage is offered to hirers only where a hiring agreement is in place. It should be clear from the hiring agreement or council documentation that the Hirer is relying on the Hirers Liability policy for coverage.

7.6. There is no coverage available where the hire is part of a festival/event. The event organiser should be required to affect their own insurance. They may be able to access coverage via the Community Insurance web site.

7.7. There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity. There is no problem in covering commercial entities for hire activities where there is no monetary gain derived from the actual hire activity. There is also no problem in covering *not for profit* entities who may charge for fund raising purposes.

7.8. There is no coverage for rock concerts

7.9. Hirers should be made aware of the policy exclusions as stated in this summary and the actual policy document

7.10 Community Groups/not for profit group must have Public Liability Insurance and provide a copy to the Booking Officer

8. Claims:

8.1. The Committee will not be held liable. The Hirer shall be responsible for any accident, loss, damage, theft or any injury sustained by any persons using any part of The Community Centre and its facilities and equipment during the currency of the hiring

8.2. Any equipment or articles brought into the premises by the Hirer are on the premises as the Hirers own risk

9. Expectations on Behaviour:

9.1. Smoking is not permitted anywhere inside The Community Centre

9.2. The Committee encourages access to all groups. Any individual or group which through their behaviour limits the enjoyment of other users will be asked to leave the facility

9.3. Animals (with the exception of assistance animals) are not permitted to enter The Community Centre

9.4. All children present at The Community Centre must be under adult supervision at all times

9.5. Hirers under the age of 21 years must have the application form completed by a parent or carer over 21 years of age who will be supervising the function

9.6. The Hirer for a function shall complete a Partysafe registration form. This form can be downloaded from https://www.police.vic.gov.au/retrievemedia.asp?Media_ID=21142 . Please fill in and forward it to their closest police station.

9.7. The volume of noise/music must be reduced to a reasonable level after 11pm and cease by 1am.

10. Liquor:

10.1. Local Law states that no alcohol shall be consumed in the streets

10.2. If Liquor is to be sold either directly or as part of an inclusive charge, a Temporary Limited License must be sought from Consumer Affairs Victoria – Liquor Licensing. It is suggested that the application for license be lodged at least 35 days in advance and a copy of the license must be provided with the Hire Agreement form prior to booking confirmation. The license must cover all areas where liquor is intended to be sold or served

10.3. The Hirer will not bring into or receive or provide in The Community Centre any liquor without a copy of the appropriate license

11. Acts and regulations:

11.1. The Hirer shall conform to requirements of the Health Act, Local Government Act, any Local Law or Regulations made there under and shall be liable for any breach of such Acts, Local Laws or Regulations

11.2. The Hirer shall comply in every respect with regulations under the Health Act and Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors or of any part of the building. Any person causing an offence against such regulations shall be removed from the building

12. Equipment & Decorations

12.1. No equipment, furniture or fittings shall be removed from The Community Centre at any time without prior consent of The Committee.

12.2. No notices, property decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of The Hiring Officer. All such articles and property together with any catering appliances or fittings shall be removed by the Hirer at the end of the function

12.3. The Hirer shall ensure that caterers and persons arranging decorations take every precaution to protect the floors from any damage. Tables and chairs are to be moved with the trolley supplied

12.4. The Hirer shall ensure that no sticky tape, tacks or nails are used to secure decorations and nothing shall be attached to lights or acoustic tiles. All decorations shall be removed at the conclusion of the function.

13. Good order and condition:

13.1. The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of hiring

13.2. The responsible person named in the Hire Agreement must accept ultimate responsibility for the actions of all persons associated with the Hirer and be present at all times during the hiring

13.3. In the order of event of any dispute of difference arising as to the interpretation of these conditions or of any matter contained thereon, the decision of The Committee thereon shall be final and conclusive

14. Exit procedure:

On leaving the premises ensure that:

- Tables and chairs are stacked and put away in the order they were found
- Kitchen benches, crockery and equipment are cleaned and put away
- Dishwasher is emptied
- All surfaces are wiped down
- All foodstuffs are removed
- All fittings, utensils and contents must be left in good working order - any breakages reported to the Booking Officer
- All rubbish to be placed in large bins provided
- Floors are swept and any spillages wiped up
- Lights, heaters and air conditioners are turned off
- All doors and windows are closed and locked
- The facility is left clean in the state in which it was found