

CONDITIONS OF USE FOR CASUAL AND REGULAR HIRERS OF COMMUNITY HALLS

The terms and conditions set out in this document apply to the hire by any community group or individual entering into an agreement for the use of Banyule City Council Community Halls. Any breach of these conditions may affect the refund of the bond, insurance cover and result in the Hirer being liable for any costs or expenses incurred resulting from such breach.

1. APPLICATIONS AND ENQUIRIES

Applications or enquiries for a Community Hall can be made by telephoning 9490 4302 by emailing hallsandmeetingspaces@banyule.vic.gov.au or through our website banyule.vic.gov.au/halls or scan.



BOOKING REQUIREMENTS CASUAL HIRE:

MEETINGS: This requires a minimum booking time of one hour to hire a meeting space or hall.

PRIVATE FUNCTIONS: This requires a minimum booking time of four hours.

BOOKING REQUIREMENTS REGULAR HIRE:

What determines a regular hirer is when the hire of a Community Hall requested for specified times and days must fall within a 40-week calendar year or a pro-rata of when these bookings are requested.

PLEASE NOTE:

No portion or portions of the facility are to be sub-let nor bookings transferred by the hirer without the written permission of the Banyule City Council's Community Halls Booking Officer.

2. FEES AND CHARGES

The fees and charges for the hire of Community Halls are fixed by Council annually in July.

CASUAL HIRE:

BOND: To secure your booking a bond is required within 14 days of confirmation from Banyule City Councils booking team. Please log into your portal to pay this. You will then receive a receipt of the Bond deposit and via email.

HIRE FEE: The Hire fee must be paid no later than **one month** prior to the date on which the Community Hall is required. If that date is less than **one month** from the Hire Date then the Hire Fee must be paid at the time of paying the bond.

REGULAR HIRE:

Confirmation of booking is on payment on the bond and when the Certificate of Currency for public liability insurance for a minimum of \$20M is sent to Banyule City Councils booking team. The hire fee is charged on a

monthly basis and is payable with VISA or Mastercard via the Bookable online portal. This must be paid within 21 days of the invoice issue date.

OVERDUE INVOICES

Unpaid invoices outside 90 days could result in hall bookings being cancelled and referred to debt collection.

3. BOND

The Bond must be paid within **fourteen (14) days** of the booking being made. If the Bond is not paid within this time frame, the booking will be regarded as “not confirmed” and may be **cancelled without notice**.

The Bond will be applied towards:

- damage to, or loss of, any Council, private or public property in the vicinity of the Community Hall;
- the cost of any additional cleaning required as a consequence of the hire of the Community Hall;
- Early access without notices or payment.

Council's decision as to the amount to be deducted will be final.

The Hirer must pay to Council, on demand, any amounts in excess of the Bond required to meet the full cost of any repairs to and/or cleaning and/or replacement of any Council, private or public property in the vicinity of the Community Hall occasioned as a result of the hire of the Community Hall by the Hirer.

The Bond will be held, in trust, until the end of the Hire Period or earlier termination.

CASUAL HIRE: The Bond (less any necessary deductions) will be refunded to the Hirer within fourteen (14) working business days after the Hire Date.

4. CANCELLATION

CASUAL HIRE:

Where any cancellation made less than **Four (4) weeks** prior to the Hire Date, 100% of the Hire Fee will become due and payable.

REGULAR HIRE:

Any cancellation of bookings for the hire of the Community Hall must be made fourteen days (14 days) prior to the date of cancellation or full hire fee will be charged for all pre-existing bookings.

Council reserves the right to cancel any confirmed booking whether **CASUAL** or **REGULAR**, for reasons of national, state or local district emergency without being liable for any compensation. In the event of such an occurrence any Hire Fee and security deposit paid will be refunded in full.

The Old Shire Office is located within the designated bushfire prone area. As such, the facility is not to be attended or occupied on declared Code Red (Extreme) Fire Danger Days. In the event of a Code Red (Extreme) Fire danger day all bookings will be notified by Banyule Council and all events will be cancelled and a full refund of bond and hall hire fee will apply.

The Bureau of Meteorology provides the fire services with Fire Danger Rating (FDI) calculations from the 1st November to 30 April each year. For more information on the Fire Danger Rating and Total Fire Ban information, see <https://www.cfa.vic.gov.au/warnings-restrictions/total-fire-bans-and-ratings>.

5. RUBBISH REMOVAL AND CLEANING

All hirers must work collaboratively and make any necessary arrangements to ensure that the Community Hall is maintained in a clean and tidy condition at all times. All rubbish must be removed from the Community Hall and placed by the Hirer in bins provided. In the event that any rubbish cannot be accommodated within the bins

provided, **THEN THE HIRER MUST, AT THE HIRER'S COST, MAKE ALTERNATIVE ARRANGEMENTS FOR THE REMOVAL OF SUCH EXCESS RUBBISH.**

The Hirer must ensure that:

- the Community Hall and surrounding area, including the car park, are left in a clean and tidy condition;
- equipment & products require to clean Community Hall must be provided by and at the cost of the hirer.
- no liquid or solid waste is swept or washed into storm water drains;
- **NO BALLOONS OR STREAMERS ARE HUNG FROM CEILING FANS;** and
- all guests in attendance remain within the Community Hall boundaries throughout the function. Loitering beyond the Community Hall boundary is not permitted at any time.

THE HALL MUST BE LEFT IN A CLEAN AND SATISFACTORY CONDITION: AN ADDITIONAL CLEANING COST WILL BE INCURRED IF HALL LEFT IN MANNER NOT DEEMED UNSATISFACTORY BY BANYULE CITY COUNCIL

6. DAMAGES

The floors, walls, curtains or any part of the Community Hall or any fittings or furniture must not be broken, pierced by nails or screws or in any other way damaged, including the use of adhesive tape.

The Hirer accepts responsibility for damage to Council, private or public property and agrees to meet the full cost of cleaning or repairing or replacing any Council, private or public property in the vicinity of the Community Hall damaged as a result of the hire of the Community Hall by the Hirer.

7. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind may be placed in or on or attached or affixed to any wall, door or any other part of the Community Hall, or any fittings or furniture contained in the Community Hall, without the prior written consent of Council.

8. SMOKING IN COMMUNITY HALLS

The Hirer must ensure that all guests and invitees are aware that **SMOKING IS PROHIBITED IN ALL COMMUNITY HALLS.**

9. CONSUMPTION OF LIQUOR

A liquor licence is not required unless alcoholic beverages are intended to be SOLD or RAFFLED at the Community Hall.

Liquor cannot be sold or raffled at the Community Hall without the prior written consent of Council or without the relevant licence being obtained from the Liquor Licensing Commission Victoria. Written approval from Council must be obtained prior to making application for a liquor licence. Conditions of any permission given and/or permit conditions must be adhered to at all times.

A copy of the liquor licence must be forwarded to Council for its records and a copy must be prominently displayed in the Community Hall at all times.

10. SALE OF FOOD AND LIQUOR

The Hirer must comply with the *Food Act* 1984. If the Hirer sells or intends to sell food, including alcohol, the Hirer must hold a current Food Act Registration Certificate. The Hirer must not sell unpackaged food without the prior written consent of Council. Consent will not be granted if the Community Hall does not comply with the requirements of the 'Guidelines for Food Premises Design and Equipment' based on the ANZFA Food Safety Standard 3.2.3.

A copy of the Food Act Registration Certificate must be prominently displayed in the Community Hall at all times.

11. GAMBLING

Except in circumstances where the Hirer has sought and obtained written permission for the playing of bingo, no game of chance at which, either directly or indirectly, money is passed as a prize may take place in any part of the Community Hall.

12. ITEMS NOT PERMITTED

Jumping castles are prohibited indoors. Outdoor jumping castles require an event permit which can be found on Banyule City Councils website. Spit Roasts & BBQ's are also not permitted to be operated under any circumstances either inside or outside the Community Halls.

13. NOISE LEVEL & TIME RESTRAINTS

Noise must be kept within levels specified by the Environmental Protection Authority (EPA). No musical instrument, amplified sound equipment or public address system (except for a public safety address), must be audible from outside the Community Hall.

All noise must cease by the following times:

Monday to Thursday 10.00pm, Friday & Saturday 12.00am, Sunday 11.00pm.

The additional hour of usage should be used to clear, clean and vacate the premises. **The Security Deposit may be forfeited** if complaints are received regarding excessive noise or non-adherence to these times.

14. ALARMS

Some Community Halls may be fitted with alarm systems. Where an alarm system exists, alarm instructions will be issued with your key handover.

Failure to comply with alarm procedures will result in the Hirer being liable for any costs incurred as a direct result of contravening or not observing the instructions.

15. KEYS

All Community Halls are keyed to a system which restricts the duplication of keys.

Any keys issued from GREENSBOROUGH CUSTOMER SERVICE CENTRE to the Hirer must be accounted for and remain the responsibility of the Hirer until returned.

CASUAL HIRE: A temporary key will be issued from:

1 Flintoff Street Level 3 Customer Service Centre (above the Watermarc Leisure Centre)

- For Weekdays bookings, **by 4:30pm the day prior the Hire Date.**
- For Weekends bookings, **by 4:30pm the Friday prior to the Hire Date.**

*Please note callout charge apply for keys not picked up prior to 4.30pm Friday for weekend events.

For weekday events the key must be return the day after your event. For weekend events the keys must be returned on Monday to 1 Flintoff Street Level 3 Customer Service Centre.

If the Community Hall is left unsecured (ie. doors and/or windows unlocked and the alarm not set – if applicable) then the Hirer will be deemed responsible for any resulting damage caused to and/or costs incurred to remedy the damage and secure the Community Hall.

Regular Hire: The Hirer will be issued a permanent key on payment of the Bond. If additional keys are required then the Hirer will be charged an extra fee of cost of cutting of extra key. It is the responsibility of the Hirer to ensure the Community Hall is secured at all times. If the Community Hall is left unsecured (ie. doors and/or

windows unlocked and the alarm not set – if applicable) then the Hirer will be deemed responsible for any resulting damage caused to and/or costs incurred to remedy the damage and secure the Community Hall.

16. INDEMNITY

The Hirer agrees to indemnify and to keep indemnified the 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 Hirer's use and occupation of the Community Hall and performance or purported performance of the Hirer's obligations under this agreement, and directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify the Council will be reduced proportionally to the extent that any act or omission of the Council contributed to the loss or liability.

Council takes no responsibility for property or equipment owned by the Hirer. The Hirer must take out and keep current appropriate insurance to cover all property and equipment owned by the Hirer and stored or used at the Community Hall as part of this agreement.

The Hirer must take adequate precautions to ensure that any property or equipment is stored safely within the specified storage areas, in compliance with this agreement, and that any equipment, particularly electrical equipment, is adequately and properly maintained. Electrical equipment must comply with Occupational Health and Safety standards. No untagged equipment OR OUT OF DATE TAGGED EQUIPMENT may be used.

17. INSURANCE

CASUAL HIRE: The Hire fee includes public liability insurance. The Hirer must inform Council of any incident that occurs in the Community Hall either prior to, during or after the Hire Date.

REGULAR HIRE: Although Council's Liability Insurance Policy covers Council for its negligent acts associated with its facilities, it is a requirement that the Hirer take out public liability cover to provide indemnity and minimise costs associated with any possible claim against the Hirer.

The Hirer must, at all times during the Hire Period, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy"), in respect of the activities conducted by the Hirer, in the name of the Hirer providing coverage for an amount of not less than **\$20,000,000**. The Public Liability Policy must be taken out with an insurer approved by Council.

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by the Council and must extend to cover the Council as Principal in respect to claims for personal injury or property damage arising out of the negligence of the Contractor.

The Hirer must upload to their booking portal a copy of a Certificate of Currency as evidence of appropriate public liability cover, preferably noting Council's interest, and covering the period of the hire.

The Hirer must also upload copies of subsequent Certificates of Currency as proof of renewal of insurance cover during the Hire Period, preferably prior to the insurance renewal date.

18. EMERGENCY PROCEDURES IN COMMUNITY HALLS

Council provides and maintains emergency fire prevention equipment such as hoses and/or extinguishers for fire fighting and Fire Orders for the guidance of Hirer of Community Halls.

In return, the Hirer agrees to:

- keep displayed in prominent locations, emergency notices and Fire Orders;
- not interfere with any emergency equipment or notices;
- advise Council if the emergency equipment is used;

- meet the cost of replacement or repair of such emergency equipment caused by any improper use will be at the Hirer's expense;
- immediately notify Council in the event the fire prevention equipment is used or an emergency situation occurs.
- be aware of proper procedures for, and be responsible for, the safe and orderly evacuation of guests from the Community Hall in the event that an emergency situation occurs.

19. GUIDELINES FOR EMERGENCY EVACUATION PROCEDURES

USE OF BUILDING

The Hirer must:

- know where all safe exits and exit paths are located;
- designate a safe external assembly point;
- keep all exits and exit paths clear during use of the Community Hall;
- know where emergency equipment is located (eg. fire extinguishers);
- ensure activities to be undertaken by the Hirer and the Hirer's guests are not dangerous.

EMERGENCY EQUIPMENT USAGE

The Hirer must:

- call the Fire Brigade (by dialling 000) before attempting to fight any fire;
- only attempt to fight a fire with the equipment provided and if it is safe to do so;
- only use the fire fighting equipment if you have read and understood the instructions or are familiar with the equipment and its specific application;
- not continue to fight the fire beyond the first 30 seconds. If the fire is not extinguished within that time, the Hirer must commence the evacuation procedure. A handy guide is that if the fire cannot be extinguished by use of a single extinguisher, then evacuation is necessary.

EMERGENCY EVACUATION

The Hirer must:

- identify exact nature and location of the emergency;
- remain calm and evacuate in an orderly manner;
- remember to search all areas of the Community Hall for stragglers (only if safe to do so);
- report to the emergency authority (e.g. Fire Brigade) on status of all persons;
- only re-enter the Community Hall when authorised by the emergency authority.

SAFETY of the Hirer of this Community Hall and Hirer's guests is the **Hirer's responsibility** whilst under the Hirer's care and control.

EMERGENCY CONTACT AFTER HOURS - TELEPHONE: 03 9490 4222