

Whitehorse Council Community Facilities

Conditions of Hire

(Regular and Occasional Hirers)
2023/2024

CONDITIONS OF HIRE - COMMUNITY FACILITIES

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CONDITIONS OF HIRE - COMMUNITY FACILITIES

1 BOOKINGS

A APPLICATION FOR HIRE

- I This Community Facility (the Facility) is owned by Whitehorse City Council (Council).
- II Council's Leisure and Recreation Services Administration Team will manage bookings for this facility and can be contacted on 9262 6371.
- III Council reserves the right to refuse any application for hire of the Facility from any individual or organisation.

B FEE PAYMENT

- I The Fee is payable by the due date, on receipt of a Council invoice.

C CANCELLATION OF BOOKINGS

- I All cancellations or changes to bookings must be made in writing to Council. Council may approve the postponement of a casual booking once only, provided the Hirer notifies Council in writing with at least three working days' notice prior to the booking. If less than three days written notice has been provided, then the booking cannot be postponed and no refund will be issued. In the event that Council is not made aware of a cancellation, the Hirer shall incur the total hire fee.
- II NB. Council reserves the right to revoke, amend and change confirmed bookings at any time.
- III Bookings may be subject to cancellation or postponement by the Leisure and Recreation Services Administration Team when there are repairs, maintenance or alterations in progress at the Community Facility.
- IV The Council shall not be held liable for any interference or disruption to a booking that is caused by some civil disturbance, industrial action, Act of God, or any circumstances that are outside the control of Council / Council Officers.

2 LIABILITY OF HIRER

A INSURANCE

- I The Community Facility (the building) is fully insured by Council. Contents purchased or supplied by User Groups, Clubs or Hirers remain the property of the occupiers and are NOT insured by Council. Insurance cover for any contents owned by user groups is the responsibility of that group. Council does not insure property that is owned by others. Council does not insure cash and consumable goods kept on premises by Hirers.

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- II Council holds its own Public Liability Insurance to cover its liability. The activities of independent bodies or committees and sporting bodies etc that occupy Council owned buildings are NOT protected by Council 's Public Liability Insurance.

- III User groups must have Public Liability Insurance to the minimum value of \$20,000,000 (twenty million) current at the time of the hire of the venue. The Hirer must provide a copy of the Certificate of Currency with their application. Bookings without a current Certificate of Public Liability insurance at the time of the hire will not be allowed to proceed.

- IV Public Liability Insurance for Community Organisations can be obtained through the Local Community Insurance Services.
For further information visit www.localcommunityinsurance.com.au or alternatively call 1300 853 800.

- V Hirers without their own Public Liability Insurance can contact Council's Safety and Insurance Coordinator on 9262 6328 for information on how to obtain appropriate insurance cover for their use of Council's facility.

- VI Hirers are responsible for workers' compensation or similar insurance over their employees, sub-contractors or voluntary workers for all insurance coverage on goods and services they cause to be bought into the complex. No responsibility will be borne by the Council for any goods and services owned by any hirer.

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B DAMAGES TO PERSONS/BUILDING/EQUIPMENT

- I The Hirer shall at all times indemnify Council and the tenant sporting clubs from and against the loss of or damage to the Community Facility and any property owned or possessed by Council and the sporting clubs situated therein, and any person on the premises, to the extent caused by the Hirer during the period of hire.
- II No floors, walls, ceilings or any parts of the building may be broken or pierced by nails, screws or other means. No items may be taped, glued or affixed to walls, ceiling, floors or any parts of the building with the exception of Blue Tack (or equivalent), which must be removed after use and without paint damage.
- III No scenery, fittings, decorations, posters, advertisements, flags, logos, shields or emblems shall be erected, fixed, hung or displayed in or around the building without the prior consent of the Leisure and Recreation Services Administration Team.
- IV Any damage to the facility or property caused by negligence whatsoever including incorrect fastenings of decorations will be the responsibility of the Hirer for which a charge will be payable.

3 COMPLIANCE WITH LAWS, POLICIES AND REGULATIONS

A CONSUMPTION OF LIQUOR

The Hirer should discuss any consumption of alcohol requirements with the Leisure and Recreation Services Administration Team in the first instance as no alcohol or liquor may be brought into or consumed anywhere on the premises without the appropriate liquor licence obtained from the appropriate authority.

Hirers are responsible to obtain the necessary liquor licence. It may be necessary for the Hirer to contact the Victorian Commission for Gambling and Liquor Regulation on 1300 182 457 for more information on liquor licences.

All Hirers who gain Council approval and obtain a liquor licence from the appropriate authority must adopt responsible serving of alcohol practices.

B NO SMOKING

Smoking is NOT permitted in any part of the Community Facility.

C GAMBLING

No game of chance whereby money is passed either directly or indirectly as a prize shall take place in any portion of the building.

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For further enquiries please contact the Leisure and Recreation Services Administration Team.

D ADVERTISEMENTS AND SIGNS

- I No placards, hoarding or signs advertising events to be held at the Community Facility may be erected on Council land without prior consent of the Leisure and Recreation Services Administration Team. Applications should be directed to the Leisure and Recreation Services Administration Team.
- II No advertising material shall be mounted on any external fixture of the Community Facility or within the Reserve including memorials.

E NOISE LEVELS

The client shall not permit the level of noise from any activity to exceed the level recommended by the Environment Protection Authority guidelines. Council reserves the right to require the noise levels be lowered. The hire may be terminated immediately by the Leisure and Recreation Services Administration Team should instructions not be complied with.

F FIRE AND HEALTH REGULATIONS

Aisles, stairways, passageways and exit doors are to remain free from obstruction at all times. Fire extinguishers are not to be relocated, obscured or tampered with.

G FOOD REGISTRATION

If you are providing food for sale (including a donation) you are required to register your event on <https://streatrader.health.vic.gov.au>. For further information or clarification contact Council's Environmental Health Unit on 9262 6197.

H PLANNING PERMIT

The Whitehorse Planning Scheme governs the use of land in the City of Whitehorse. The use of the Facility is governed by the Whitehorse Planning Scheme. The Hirer should contact Council's Leisure and Recreation Services Administration Team to confirm if the proposed use / activity requires planning permission.

I OTHER LAWS, POLICIES AND REGULATIONS

The Hirer shall conform to all other relevant legislation, policies and regulations including but not limited to the Health Act (1958), Local Government Act (1989), Working With Children Act (2005) and any Local Laws or regulations made thereunder and shall be liable for any breach relating to such Laws and Regulations.

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4 GENERAL CONDITIONS

A ACCESS

- I Access to the premises for any person or item associated with the hiring will not be permitted except during the times and days specified on the booking confirmation.
- II All personnel and items associated with the hiring must be cleared from the premises at the agreed time. The hire charge will continue until all items and persons have left the Community Facility. Council has the right to charge for any extra time used by the Hirer.
- III Extension of hiring time at short notice is at the discretion of the Leisure and Recreation Services Administration team. It is reasonable for Council to expect as much warning as possible.
- IV Council Officers shall be entitled to unimpeded access to every part of the building at all times.

B KEYS

One key will be available for collection from – **Whitehorse City Council Offices, 379–397 Whitehorse Road, Nunawading** by 4:30pm the last business day prior to the Hire date/s.

The Hirer must return the key by the next business day to Council Offices located in Nunawading in a clearly marked envelope addressed to the Leisure and Recreation Services Department and deliver to Council's front desk.

If the Community Facility is left unsecured (ie doors and/or windows unlocked) then the Hirer will be deemed responsible for any resulting damage caused to and/or costs incurred to remedy the damage and secure the Facility.

C BEHAVIOUR

It is the responsibility of the Hirer to ensure that the behaviour of all persons attending the Facility, and when arriving at and departing from the venue, does not cause disturbance or distress to the local community.

D CLEANING AND RUBBISH REMOVAL

The Hirer is responsible to leave the premises in a clean and tidy condition. All rubbish, refuse and waste from in and around the facility must be removed from site at the end of each use in a responsible manner. Floors must be left clean and wet mopping / vacuuming may be required. Any cost incurred by Council in cleaning the premises shall be recoverable and deducted from the Hirer's bond. Council will notify the hirer prior to undertaking the work.

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Cleaning materials are provided in the cleaner's cupboard for use to clean the venue at the end of their booking. This includes mops, brooms and cleaning products.

E KITCHEN

- I All rubbish and food waste is to be placed in the rubbish bins provided at the facility.
- II The hirer is responsible to ensure that the kitchen/kitchenette is kept in a clean and serviceable condition. Kitchen appliances are to be cleaned, food particles removed, benches wiped and floors swept and wet mopped.
- III A community fridge is provided for use by the hirer. No food is to be left in the fridge after use. The fridge is to be cleaned after use.
- IV Open flame cooking and/or the utilisation of ancillary cooking appliances outside the immediate vicinity of the installed exhaust systems are unacceptable. Should fire alarms be activated through breach of this condition the charge incurred as a result of Fire Brigade attendance will be the sole responsibility of the hirer.
- V Any damages or unserviceable appliances are to be reported to Council immediately.

F STORAGE

There is limited onsite secure storage available for hirers. Storage will be made available at Council's discretion and may be revoked at any time. Priority will be given to Hirers requesting a regular booking with consideration to the type and volume of equipment requiring storage.

G GRAFFITI REMOVAL

Council is responsible for graffiti removal on the external parts of the Community Facility. Please report graffiti on this building or other infrastructure to Council as soon as possible on 9262 6222.

H ROOM SET UP

All users are responsible for setting and packing up the room in which they hold their booking. Time should be included within the hire period for set up / pack up. This includes putting away all chairs and tables where applicable and restoring the facility to its layout as they found it.

I DEPARTURE

The Hirer must ensure that all lights and electrical appliances, including heating and cooling are switched off before vacating the facility and are not used unnecessarily.

The Hirer must ensure that all windows, doors and points of entry are properly locked / secured when vacating the facility.

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J FEES

The following fees and charges¹ (GST inclusive unless otherwise stated) will apply for use of the building. Fees are applicable from 1st April 2023.

Time	Use	Per Hour	Daily (max. 6 hours)	School Term ²
Monday – Friday 9am – 3pm	Option 1 Access to multi-purpose room, toilets, community storage, kitchenette only and cleaners room (no access to kitchen)			
	Community Groups:	\$29	\$144	\$260 (1hr weekly session)
	Commercial Groups / Private Hirers:	\$53	N/A	N/A
	Option 2 Access to multi-purpose room, toilets, community storage, kitchen and cleaners room			
	Community Groups:	\$33	\$163	\$294 (1hr weekly session)
	Commercial Groups / Private Hirers:	\$58	N/A	N/A
Monday – Friday After 3pm (only if available)	Option 3			
	Community Groups:			Same rates apply (min 3 hours applies)
	Commercial Groups / Private Hirers:			Same rates apply (min 3 hours applies)
Monday – Friday 9am – 3pm	Schools use			
	Option 1: Access to 2 change rooms, umpires room, time keepers' room and first aid room.		\$23 per hour	
	Option 2: Access to 4 change rooms, umpires room, time keepers' room and first aid room.		\$29 per hour	
	Option 3: Access to change rooms only.		\$20 per hour	
	Utilities All groups		\$3.40 per hour	

¹ These fees will increase each year as determined by Council as part of the annual budget process.

² As declared by the Victorian State Government.