

Community Venues Hire

Terms and conditions

## Merri-bek City Council offers the community access to facilities to ensure fair and equitable use, encourage social cohesion, celebrate diversity and promote a safe environment for all.

## Council reserves the right to refuse any bookings that do not align with Merri-bek’s community vision, values and policies.

# Application for hire

Each application for use must be made on the required application form, signed by the applicant, stating the purpose and hours required, and containing the applicant's undertaking to comply with these conditions of hire.

The person signing the agreement must be over 21 years of age (photo ID may be requested). Where functions are attended by minors the hirer will be the person responsible for actively supervising.

Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of the organisation or body and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant. The person applying on behalf of an organisation or body will be liable to ensure compliance with these conditions of hire.

# Booking Conditions

## Fees and Charges

Fees and charges for facilities are set annually by Council. The fee will be that which applies at the date of the function, notwithstanding that the charge may have altered since the date on which the booking was made.

## Tentative Bookings

Tentative bookings will be held for up to 14 days. If a completed application form is not received within this 14-day period, the tentative booking will be cancelled.

## Confirmed Bookings

A booking will be confirmed only upon receipt of:

* a completed application form including required supporting documentation
* evidence of satisfactory insurance or purchase of council’s public liability insurance where applicable
* full payment of a security bond and hall hire fees
* a Council issued confirmation letter.

Council at its discretion and where appropriate may cancel an approved booking before or after payment is received by the due date. Where possible Council will provide the Hirer with adequate notice period of cancellation.

## Hire Times

Under no circumstances is the hirer to access the facility other than for the approved use and time. The times booked must include set up time, including caterer’s time, and last person out. Any use of the facility after the engaged time will be charged at the commercial rate. Such charges must be paid within 5 business days from the invoice date.

## Hire Fees

The full hire fee as determined by Council shall be paid within 14 days from the invoice date. Bookings with less than 7 days lead time must pay the invoice immediately. If the full amount is not paid within 14 days, the booking will be automatically cancelled.

## Discounted Hire Fee

Only approved non-profit community groups and senior citizen groups may be eligible for discounted hire.

Discounted bookings that exceed agreed time limits will be charged at the commercial rate.

## Security Bond

Council reserves the right to charge a security bond. Regardless of whether a bond has been charged, the hirer is liable for any costs incurred if the venue is damaged or left in an unacceptable condition. Should rubbish removal, repairs of any nature and additional cleaning be required, the hirer will be invoiced the full cost of these services. Such charges must be paid within 5 business days from the invoice date.

Bookings deemed high risk must pay a bond. Please visit the [council website for hire fees](https://www.merri-bek.vic.gov.au/exploring-merri-bek/events/venues/).

Should a hirer be charged a bond, Council will return the security bond to the hirer within 30 days via Electronic Funds Transfer (EFT) subject to a site inspection undertaken by Council to ensure the facility was left in an acceptable condition and no damage to the facility has occurred. The hirer agrees to pay Council for any damage or cleaning costs that exceed the bond amount.

## Cancellation by hirer

The hirer may cancel a booking. Written notification of cancellations must be received 14 days prior to the booking date or full fees shall apply.

## Cancellation by council

Council may cancel any booking when the facility is required for council functions, Municipal, State or Federal elections or due to a national or regional emergency even when these conditions of hire may have been accepted and signed and the hire fee paid.

It is a condition of hire that the hirer agrees to accept Council's right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation.

Any refund shall be at the sole discretion of Council's Chief Executive Officer, whose decision shall be final.

## Amendment of conditions of hire

Hirers are advised that Council may amend these conditions of hire without notice at any time. When conditions are amended every effort will be made to inform hirers.

# Facility conditions

## Hours of use

Community venues must be vacated and secured by 10pm sharp unless otherwise stated. Please visit the council website for hire times.

## Noise levels

Amplified music and public-address systems must not be audible outside the building and are not permitted for use under any circumstance before 10am or after 10pm, in accordance with the Environmental Protection Residential Noise Regulations 2008.

## Alcohol

Hirers proposing that liquor be sold either at a bar or by way of inclusion in catering costs associated with the use of the facility, require a “Limited Licence” from Liquor Licensing Victoria. Applicants for such a licence should allow for at least 4 weeks for this body to process their application. A copy of this licence must be presented to Council 14 days prior to the function. The liquor licence must be displayed where the alcohol is being sold for the duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing legislation.

## Gambling and smoking

Gambling is not permitted on council property.

\*Exemptions may be considered for one-off charitable fundraising events (raffles, bingo, and prizes) if the relevant permits from the Victorian Gambling and Casino Control Commission have been granted.

Smoking is not permitted inside the facility. If attendees are smoking outdoors, it is the hirer’s responsibility to advise their guests to remain 3 meters away from the building and dispose of all cigarette butts in the outdoor wheelie bins provided.

## Disorderly behaviour and damage

No obscene or insulting language, or disorderly behaviour or damage to property shall be permitted in any part of the facility. Council reserves the right for its Council officer on duty to remove such offenders and any costs associated with the removal of these offenders must be paid by the hirer.

## Not permitted on council property

* Single use plastic crockery and cutlery
* Balloons, including helium
* Sticky tape, masking tape, tacks, nails, adhesives
* Smoke machines
* Pyrotechnics
* Confetti
* BBQ’s, open flames, gas bottles
* Jumping castles
* Animals and animal farms, except for guide dogs and assistance animals

## Lecture/entertainment content

Where the hire of the facility is for lectures or entertainment, hirers must provide details of the subject and a programme for the lecture or entertainment.

## Additional equipment

Hirers must seek written approval for any additional equipment which they are intending to bring into the facility.

## Decorations, fittings and equipment

It is strictly forbidden for any person to use screws, nails, tacks, adhesive fasteners, tapes (including sticky and masking tape) or other attachments in/on any part of the floors, walls or ceiling of any building. Wall decorations must only be put up using blue-tack or white-tack.

All property, decorations, catering appliances or fittings belonging to the hirer must be removed by the end of your booking time.

All furniture and equipment remain the property of Merri-bek City Council and will not be rented out, removed or relocated outside of the building.

The hirer will be liable for the full cost of cleaning and/or repairs to the facility or any furniture, fittings and equipment.

## Kitchen facilities & appliances

The hirer, or caterer, must not bring to the facility any gas or electrical appliances not supplied by Council. The hirer must ensure that when leaving the facility all appliances are turned off, the kitchen is clean, and all utensils are in good condition. If the kitchen is not left in good order, the hirer agrees to pay Council for any associated damage or cleaning costs.

## Kitchen

A hirer using the kitchen must comply with all legal requirements, including without limitation the Health Act 1958 and the Food Act 1982. The hirer must submit a completed Food Premises Checklist (Attachment 1) in accordance with Council requirements prior to the function

NB. Professional Caterers are not permitted to use the facility under the section below.

Section 35 of the Food Act 1984, Part VI –Registration of a Food Premises

Food business premises to be registered with Council

1. The proprietor of a food business must not allow the business to operate from any food premises
   1. That is not registered in accordance with this Part of the Council of the municipal district in which the premises are located; or
   2. During any time that the registration of the premises under this Part is suspended
2. This section does not apply –
   1. To the Crown; or
   2. In respect to any food business being operated on behalf of the crown; or
   3. To any premises that is on land that is not part of a municipal district.

## First aid kits

The hirer is responsible for ensuring a personal first aid kit is available during their booking. Council does not provide first aid equipment or supplies at the centre.

## Post function cleaning

The hirer must leave all areas of the facility in a tidy condition, all fixtures in good working order and use bin liners to dispose of all waste matter in the garbage bins provided. If the facility is not left in a satisfactory condition, the hirer will be liable for the full cost of cleaning and/or repairs to any furniture, fittings and equipment.

## Waste

Rubbish should be placed in the correct external waste bins provided. If the bins are full, all excess rubbish must be taken with you.

## Sub-letting and assignment

The hirer shall only be entitled to use the part or parts of the facility hired. No portion of the facility hired may be sub-let or any booking transferred or assigned without the prior consent of Council. Council reserves the right to let any other portion of the facility for any other purpose or purposes at the same time.

## Right of free access

The right of free access to any part of the facility is reserved to members of Council staff at all times.

The hirer and guests must obey all directions or orders given by the Council officer as to the management of the facility and functions being conducted therein. The hirer shall be held responsible for the actions of all and every person attending the function.

## Security

All lighting and appliances are to be switched off and all windows and doors are to be locked securely when leaving premises. Please check parking restrictions as several community venues carparks are locked nightly. All cars must be removed before then or be locked in until the next day.

# Legal and other conditions

## Public liability insurance

The hirer must supply a copy of their public liability certificate of currency with their completed booking form or purchase councils for a fee. Commercial hirers must supply their own public liability insurance certificate.

## Release & indemnity

The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless Council, its servants, Councillors, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith.

Without limiting the former that includes:

* any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and / or occupying the facility and in all activities in connection therewith, due to any cause.
* all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use.
* all loss or damage to any property, buildings, equipment or materials of Council and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use; and
* all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.
* In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect Council's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies Council to the extent that such policies are affected through any such act of commission or omission.

## Emergency call outs

In case of an emergency, call 000, then contact Council on 9240 1111. MCC will provide an incident report which must be returned to Council within 24 hours.

Should Emergency Services be called by fault, or Council deems the call out not to be an emergency, all costs will be incurred by the hirer.

If an emergency door release button is depressed in error, the hirer agrees to pay the call out costs.

## Disputes

Council reserves the right to refuse applications for hire that do not align with Merri-bek’s community vision, values and policies. In the event of any dispute or differences arising from the interpretation of these conditions, or of any other matter contained therein, the decision of the Council shall be final.

## Privacy

Council collects information for registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed however you may access this information by contacting Council.

\*\*Merri-bek City Council welcomes the capturing of magical moments on camera, video or mobile phone however the privacy of others must be respected at all times. The use of cameras, mobile phone photos and videos are conditional upon having the consent You must have of all relevant individuals consent to take and/or use images. It is illegal to broadcast or publish images without consent.

**Council expects any hirer, individual or group, entering into an agreement for the use of a council facility to respect and comply with the following guidelines:**

* **Child Wellbeing and Safety Amendment (Child Safe Standards) Act 2015.**
* **Equal Opportunity Act 2010 (Victoria)**
* **The Victorian Charter of Human Rights and Responsibilities Act 2006 (Victoria)**
* **Racial Discrimination Act 1975 (Commonwealth)**
* **Sex Discrimination Act 1984 (Commonwealth)**
* **Disability Discrimination Act 1992 (Commonwealth)**
* **Racial and Religious Tolerance Act 2001 (Victoria)**