

# Manningham Council Venues Conditions of Hire



To assist with the success of your hire, Hirers (Hirers) of Manningham Council Venues (Venues) are required to enter into a written agreement with Manningham Council (Council) that includes the following conditions:

## 1. Booking a Venue

- 1.1 The Hirer must ensure that the Conditions of Hire have been read prior to making a booking request.
- 1.2 The Hirer must be at least 18 years of age.
- 1.3 A booking is only confirmed when the deposit is received by Council.
- 1.4 Council is under no obligation to accept an application for hire of any of its Venues.
- 1.5 The balance of the hire charge, along with all relevant information pertaining to the booking that has been requested by Council, including any special requirements of the Hirer and/or attendees, is to be provided to Council at least 21 days prior to the booking.
- 1.6 If the Hirer fails to comply with 1.5 above, Council reserves the right to cancel the booking.
- 1.7 All booking requests must meet the minimum booking requirements as follows:
  - (a) Casual (non-regular) hire minimum of four (4) hours
  - (b) Permanent (regular hire section 17.5) hire minimum of two (2) hours.
- 1.8 All regular and casual (once-off) hire requests will be assessed on a first served basis. For requests relating to a following calendar year, please see the following timeframes:
  - (a) Regular hire expressions of interest (for a following year) will commence from 1 October until 31 October unless otherwise stated by the Council
  - (b) Casual hire requests for a following year will open from 1 November unless otherwise stated by the Council



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# Manningham Council Venues

## CONDITIONS OF HIRE

### 2. Bonds / Refunds

- 2.1 All Hirers must agree to use the Venue in a manner that will not result in damage to the building, furniture, or fittings. All Hirers also agree to leave the Venue clean, in the same condition prior to hire of the Venue.
- 2.2 Council in its sole discretion may require the payment of a bond from the Hirer as a condition of hire of any of its Venues.
- 2.3 Where required by the Council, a bond shall be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning required to be undertaken by Council following the Hirer's use of the Venue.
- 2.4 The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage / cleaning, and Council will invoice the Hirer for these charges following the hire of a Venue, where applicable.
- 2.5 If there is no breach of the Conditions of Hire, no damage to the building, furniture, fitting, and no cleaning of the Venue by Council required, the bond will be refunded in full once all keys to the Venue have been returned to Council.
- 2.6 Council shall have sole discretion as to whether any part of the bond is held by Council or returned to the Hirer in circumstances where, in its reasonable opinion, a breach of these terms and conditions has occurred.

### 3. Cancellation of Bookings

- 3.1 The Hirer of the Venue must advise the Council of any cancellation in writing 21 day prior to the booking start date. If the Hirer does not provide this notice, Council may, in its sole discretion, elect not to refund any deposit if the Venue is not subsequently booked.
- 3.2 Council may cancel a booking if:
  - (a) the booking deposit has not been paid; or
  - (b) the Venue cannot be made available to the Hirer on the function day by reason of fire, code red, flood, damage, industrial dispute or other emergency. In this event, Council will attempt to provide an alternative venue (pending availability) or refund any monies paid in full. Council is otherwise not responsible to the Hirer for any claim arising from the cancellation of a booking beyond its control, as outlined.

### 4. Payment for Damage or other Expenses

- 4.1 The Hirer will be liable for the full cost of reparation or replacement works for any damage caused to any Council property during the period of hire.

# Manningham Council Venues

## CONDITIONS OF HIRE

- 4.2 If the Hirer or a guest of the Hirer is responsible for causing a false alarm that results in the attendance of the fire brigade, the Hirer must pay to Council any costs associated with a call out charge levied by the fire brigade to Council. In the event, the Hirer is encouraged to report the person responsible for the false alarm to the attending fire brigade officers.

### 5. Patron Safety and Incident Reporting

- 5.1 At the time of confirmation of a booking, the Council may require that the Hirer provide evidence of a booking for external security for the Venue hire at the Hirer's own cost.
- 5.2 In the event of a near miss or incident (e.g first-aid, theft, venue damage, emergency services in attendance), it is the responsibility of the Hirer to inform Council as soon as it is reasonable to do so. Depending on the nature of the situation, Council may ask the Hirer to complete an incident report form
- 5.3 To minimise the risk to safety at parties (such as violence, intoxicated guests or gatecrashers), it is recommended that any parties are registered with Victoria Police. Parties can be registered via the Victoria Police Partysafe Program online through Service Victoria or at a local police station. Should police attend a venue during the Hirers booking, any fines will be borne by the Hirer (including excessive noise – see section 9.2)
- 5.4. Any employer or organisation must ensure they comply with obligations as stated in the Working with Children Act 2005, Working with Children Regulations 2016 and the Victorian Child Safe Standards. The Hirer must ensure that necessary steps are taken so that any individuals engaging in 'child-related work' have an appropriate, valid AND documented Working With Children (WWC) Check. At all times throughout the duration of a booking, duty of care and supervision of children are the responsibility of the Hirer
- 5.5 The Hirer must take reasonable steps to ensure adequate measures are put into place to promote patron safety. This includes but is not limited to; the provision of safety gear as required (e.g. high vision clothing or gloves), ensuring manual handling processes are followed (e.g. when moving equipment) and the provision of a first aid kit.
- 5.6 The Hirer must ensure that capacity does not exceed the number of attendees listed on the booking form

### 6. Insurance and Indemnity

- 6.1 The Hirer must provide Public Liability Insurance and can do by purchasing this through Council at the time of booking.
- 6.2 The Hirer can provide their own Public Liability Insurance at a cost to the Hirer, and must provide proof of insurance cover to Council's satisfaction.
- 6.3 Any excess for a claim is payable by the Hirer.

# Manningham Council Venues

## CONDITIONS OF HIRE

### 7. **Obstructions**

- 7.1 The Hirer must comply with all relevant laws applicable to a public building for the prevention of over-crowding, obstruction of passages, corridors or any other part of a public building whilst hiring the Venue.

### 8. **Observance of Laws**

- 8.1 The Hirer shall comply with all relevant legislation and associated regulations and will be liable for any breach which emanates from any failure to comply with any legislative requirements.

### 9. **Good Order**

- 9.1 The Hirer must ensure that proper standards of public decency are maintained and not permit any act, activity or lewd behaviour which could offend standards of public decency.
- 9.2 The Hirer must ensure that throughout a function, noise levels do not reach an unreasonable or excessive level at any time. In addition and with respect to residential noise guidelines, any noise generated by functions must also comply with the Environment Protection Authority (EPA) prohibited times for residential noise. Prohibited times include:
- (a) Monday to Thursday: before 7am and after 10pm
  - (b) Friday: before 7am and after 11pm
  - (c) Saturday Public Holidays: before 9am and after 11pm
  - (d) Sunday: before 9am and after 10pm
- 9.3 The Hirer is responsible for compliance of all guests and users of the Venue for their hire period with these Terms and Conditions of Hire.
- 9.4 All functions must conclude by midnight unless prior written consent has been obtained from Council.
- 9.5 The Hirer must assist in organising the orderly and prompt departure of guests at the conclusion of the function.
- 9.6 The Hirer is responsible for ensuring that Venues are cleaned to original condition and all personal items removed at the conclusion of the booking. Any excessive rubbish that does not fit within provided bins must be taken and disposed of by the Hirer.
- 9.7 Where a Hirer has been approved by Council to store equipment within a venue, the Hirer understands that any items stored are left at their own risk. As all venues are

# Manningham Council Venues

## CONDITIONS OF HIRE

shared spaces, Council does not take any responsibility for equipment stored by hirers within venues.

### 10. **Gambling**

- 10.1 Gambling must not take place in any part of a Council Venue.
- 10.2 No game of chance at which, either directly or indirectly, money is passed as a prize can take place in any Venue unless an appropriate licence by a government authority has been obtained and sighted by Council.

### 11. **Liquor**

- 11.1 Council does not have an on-premises licence for liquor at Community Halls and hireable Venues.
- 11.2 All staff / volunteers at the relevant Venue handling or serving alcohol as part of their duties must hold a Responsible Service of Alcohol (RSA) certificate.
- 11.3 A liquor licence is required if liquor is being sold either directly or indirectly, or as part of an all-inclusive charge. To find out about the fees and application process for a liquor licence, visit the Victoria Commission for Gambling and Liquor Regulation at <https://www.vcqlr.vic.gov.au/>
- 11.4 It is the Hirers responsibility to ensure that legal responsibilities relating to the supply of alcohol are observed. This includes (but is not limited to) that it is illegal for a child (person under 18 years of age) to consume alcohol unless the child is in the company of a responsible adult, who is either the child's parent or guardian, or has the consent of the child's parent or guardian.

### 12. **Smoking and vaping**

- 12.1 Smoking or vaping is not permitted within or around Venues.

### 13. **Smoke machines and Fireworks**

- 13.1 The Hirer must ensure that no smoke machines, naked flames or fireworks are used in any Venue as they will cause the fire alarm to be activated.
- 13.2 If a fire alarm is activated by a smoke machine, naked flame or fireworks, the fire brigade will be called to attend the Venue, and the cost will be borne by the Hirer.

### 14. **Jumping castles and additional play equipment**

- 14.1 The Hirer must ensure that no jumping castles or similar types of play equipment (such as indoor playgrounds) are used within any Venue

# Manningham Council Venues

## CONDITIONS OF HIRE

- 14.2 The Hirer may submit a request seeking approval for use of indoor play equipment, which will be considered by Council on a case by case basis

### 15. **Sub-hiring**

- 15.1 No part of a Venue can be sub-hired by the Hirer without prior written approval by Council, other than space for displays and stalls in exhibitions, tradeshow and the like.

### 16. **Disputes**

- 16.1 If any dispute or difference arises from the interpretation of these conditions the decision of Council shall be determinative and final.

### 17. **General Conditions of Hire**

- 17.1 The right to use any Venue is subject to Council receiving bond payment and confirmation from the proposed Hirer to comply with all conditions of hire. Where the Hirer is a community organisation the application must be signed by the President or Secretary.
- 17.2 This is an agreement for casual and regular hire of Venues and does not create a perpetual right for any Hirer over any Venue. Nothing contained within these conditions shall confer on a Hirer the right to exclusive possession or right to sub-let the facility in any manner.
- 17.3 All users of Council Venues are expected to treat others with respect at all times. This means observing the rights of other people and treating people with courtesy and respect.
- 17.4 Discrimination, harassment or physical and verbal intimidation towards other facility users will not be tolerated and may lead to exclusion from Council Venues.
- 17.5 Commercial/regular use Hirers may request multiple hire and extended term hire to a maximum of 12 months in agreement with Council. Regular hire must meet a minimum of 10 bookings per annum.
- 17.6 Council reserves the right to uphold the definitions detailed in this document.
- 17.7 The Hirer shall be entitled to use only those areas in the facility requested by the Hirer and approved by Council. Council reserves the right to let any other portion of the buildings for any other purpose or purposes at the same time, where appropriate and will notify the Hirer in writing.
- 17.8 The Hirer must only use the facility for the use specified in the Conditions of Hire.

# Manningham Council Venues

## CONDITIONS OF HIRE

- 17.9 The Hirer must only use the facility between the hours specified at the time of booking or otherwise with permission of Council.
- 17.10 No period of hire shall be transferred or assigned by the Hirer to any other individual or organisation.
- 17.11 Council does not accept bookings for birthday functions for persons between the ages of 13 to 21 years at any of its Venues.
- 17.12 Council representatives may enter and remain in any part of any Venue at any time.
- 17.13 The Hirer must not permit the number of people attending the function to exceed the maximum number specified in the booking confirmation.
- 17.14 Decorations and banners must not be erected without prior consent from Council, and if consent is given, must be contained within the hired space. All decorations and banners must be removed without trace at the conclusion of the hire period. The Hirer shall be responsible for the costs of repairs or cleaning up should this be required.
- 17.15 Confetti or glitter is not to be used in any Venues, car parks or civic plaza. The Hirer will be responsible for any clean-up cost associated with the removal of confetti and/or glitter.
- 17.16 Please be aware that the Community Venues operates at a reduced capacity on public holidays. Several services (including venue set up, pack down and direct phone support) will be unavailable on these days. Enquiries received during public holidays will be attended to on the next available business day. After-hours support is available for any hirers with a confirmed booking and can be reached via (03) 9840 9333

### 18. **Photography**

- 18.1 Photography for personal reasons as part of your venue hire is allowable, however must be conducted with respect to patron safety and child safe standards in mind
- 18.2 Should a hirer intend to conduct commercial filming or photography in a public space, a permit may be required.

### 19. **Car Parking**

- 19.1 Vehicles must adhere to all local parking restrictions at Venues.