

Centre Hire Agreement

The centre hire agreement details your obligations as a hirer of a City of Whittlesea Community Facility. The Hirers Declaration at the end of this agreement must be completed, signed and returned to confirm your booking. The person(s) signing the agreement must be over 21 years of age (photo ID may be requested).

Where the hirer intends to use the Centre to provide programs/activities for people under the age of 18 years, the hirer is responsible for all participants' behaviour. This responsibility includes providing sufficient and competent adult supervision at all times.

Centre Induction

A centre induction will be provided to inform the hirer of their obligations regarding building security, emergency procedures and general housekeeping.

It is the hirers responsibility to ensure an onsite centre induction is booked with the Centre Operations Officer prior to the booking date. Appointments are available during business hours, Monday to Friday 9:00am to 4:30pm. Please allow a minimum of 30 minutes for your appointment.

The person collecting the key/swipe card and attending the induction will be held responsible for the event.

Accessing Facility

Booking times include set up and pack up, this will be reflected on your swipe card access and alarm deactivation with our security monitoring company. It is recommended functions end one hour before your confirmed booking times. This will allow adequate pack up and cleaning in preparation for following bookings.

Weekend and out of hours hirers are to strictly observe the hours of their booking. All music and PA equipment must be turned off and guests vacated from the premises (including the car park) in line with booking times. Use of the centre after the booked time will incur additional charges. Every consideration must be given to those who reside close to the centre. We recommend hirers set the automatic doors to exit once patrons have arrived. This will ensure security for guests and to deter members of the community entering the centre during private functions.

Hire Fees

Casual* Hire fees are due and payable within fourteen days of your booking request. Payment of fees will confirm your booking.

Regular hirers** (ongoing bookings) will be invoiced monthly with payment required within 30 days of the invoice.

**Casual hirers refers to one off or infrequent use of Council facilities*

***Regular hirers book a minimum of 10 sessions per calendar year*

Bond Pre-Authorisation

All casual hirers are required to pay a bond via PayWay during their centre induction / key collection. The bond credit-card pre-authorisation will act as security against loss, damage or additional charges resulting from your event. Sufficient funds must be on the credit card for the pre-authorisation to process. If a bond is not pre-authorised, keys to the centre will not be issued.

If the City of Whittlesea is required to claim against the bond, the whole bond amount will be 'captured', and will be converted to a charge on assigned credit card. If the cost to Council is lower than the bond amount, the difference will be returned via EFT. An invoice will be issued to the hirer if the cost of repair exceeds the bond.

Regular hirers are required to pay a bond that will be held in trust by the City of Whittlesea. Upon cancellation of the hire agreement the bond will be refunded, less any outstanding fees and/or charges.

COVID-19 Safety Measures

It is expected that all hirers have safety measures and processes in place to meet current State Government COVID-19 Guidelines when accessing facilities operated by the City of Whittlesea. Adhering to current restrictions is the responsibility of the hirer and individuals attending. Spot checks may be undertaken by Council employees and non-adherence to current restrictions may result in cancellation of future bookings.

If any attendee of your booking displays symptoms of, or test positive to COVID-19, the City of Whittlesea must be advised as a high priority. Should you have any questions or concerns about current restrictions please contact the Community Facilities team on 9407 5929.

Depending on current restrictions your safety measures may need to address;

- use of masks
- vaccination status
- seating plans
- surface cleaning/ sanitisation
- hand sanitisation
- safe entry/ exit of facility
- use of QR codes for all participants using the *Service Victoria* app
- maximum capacity of space
- health screening of participants
- individual's responsibility for own safety
- use of an authorised Security Company/Guard to act as a COVID Check-in Marshal
- COVID Check-in Marshal*

**The COVID Check-In Marshal has the responsibility for ensuring all participants check in using the Service Victoria QR Code (or manually for those who don't have the ability to sign in electronically) and to check participants vaccination status.*

The Marshal must be clearly identifiable wearing the supplied Lanyard.

Insurance and Risk

If a Council facility is hired on behalf of any incorporated bodies, sporting clubs, educational or religious institutions or organisations and/or commercial enterprises, the hirer must provide Council with public liability insurance with a minimum cover of \$20 million.

Hirers providing external services at their function – e.g. jumping castles, entertainment, etc must provide evidence on request of public liability insurance for not less than \$20 million for the service provider.

Council at its sole discretion may also require the hirer to provide:

- A satisfactory risk management plan
- Traffic management plan
- Security plan or any other information Council believes is relevant to the hire of the space.

Failure to provide the required information may result in the booking being cancelled.

Hirers that do not have public liability insurance may qualify for access to Council's Community Liability Pack. Please contact the Community Facilities team on 9407 5929 for terms and conditions of liability insurance under this scheme.

Cancellation of Bookings

Hirers must provide a minimum of seven days' notice in writing prior to the event to avoid forfeit of fees.

Council reserves the right to cancel any booking if the centre is required for:

- Council events
- Facility maintenance
- Municipal, State or Federal elections
- National or regional emergency
- Code Red days
- Emergency maintenance
- Pandemic testing or vaccination sites

Council will not be liable for any loss to the hirer due to cancellation by Council. Council will endeavour to assist groups to relocate to an alternative centre where possible. Where alternate venue options are not available the hirer will have the option of a full refund or to reschedule their event.

Please note: future dates will be subject to availability

Party Safe Registrations

Council requires all functions celebrating 13th – 21st birthdays to register their event with the Victoria Police Party Safe Scheme. Registration can be completed online or at your local police station.

https://www.police.vic.gov.au/content.asp?Document_ID=35927

Social Media

It is strongly recommended events are not posted on social media sites. Hirers may be held liable for incidents and/or damage caused as a result.

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.

Shared Spaces

Some facilities have multiple spaces available for hire, the City of Whittlesea reserves the right to hire available spaces to various hirers at the same time. This may result in sharing of the foyer and toilets within the centre. It is the responsibility of every hirer to ensure these areas are kept clean and accessible.

Noise Levels

Our centres are shared spaces with multiple stakeholders and are located within residential areas; please be respectful of the stakeholders and local residents when accessing and using the centre by keeping noise and music at minimum levels both inside and outside. Hirers that do not comply with this condition may incur restrictions to their bookings or cancellation of future use.

Behaviour

No obscene or insulting language or disorderly behaviour shall be permitted. This includes any form of entertainment that may be considered lewd or inappropriate for a public place or that may offend or cause embarrassment to others.

Animals

Animals (other than Assistance Animals) are not permitted in the centre.

Smoking

Smoking is strictly prohibited within four meters of the building.

Alcohol

The City of Whittlesea is working together with the community to reduce alcohol related harm. There is strong evidence of the correlation between increased access to and availability of alcohol in the community and significant social harms including: family violence, crime, injury and chronic disease. This provides a strong rationale for Council to develop strategies to reduce the harmful effects that can arise from alcohol availability. One of these strategies is to ensure that all hirers using a Council managed facility are aware and understand their responsibilities regarding the use and consumption of alcohol.

Alcohol can be consumed but not sold on the premises. You may be required to obtain a temporary liquor licence. For further information, please visit the Victorian Commission for Gambling and Liquor Regulation website

<https://www.vcglr.vic.gov.au/>

A copy of this licence is required to be given to Centre Operations Officers prior to the event.

Helium Balloons and Decorations

Helium balloons are strictly prohibited in the centre. All property, decorations, catering appliances or fittings belonging to the hirer must be removed by the end of the booking time. Suitable temporary wall fixing options for your decorations can be discussed with Council staff at the induction.

Fire Alarms

Council facilities are fitted with smoke detectors. It is strictly prohibited to use any apparatus which may cause a false fire alarm call-out. This includes but is not limited to:

- smoke, ice, fog or haze machines
- sparklers or candles
- steamers
- cooking in a non-designated area
- cooking without engaging the exhaust fan
- smoking inside the building.

Fire alarm call-outs will be investigated. If Council, the MFB or CFA determine a fire alarm is caused by hirer negligence, you will be invoiced for the full amount charged.

Car Parks and Outdoor Areas

Hirers wishing to use outdoor areas (including car parks) for activities during allocated booking times, must contact the Events Approval Officer at events@whittlesea.vic.gov.au or 9217 2122. Once approval has been granted, a copy must be provided to the Centre Operations Officer.

Tennis courts, Soccer pitches and Football ovals

Tennis courts, soccer pitches and football ovals are located at many community facilities but do not form part of the venue hire. These sporting fields may be in use during your booking time by schools or other members of the community including general public. Jumping castles and/or other play equipment must not be placed or set up on the courts, pitches or ovals.

To book a court, pitch or football oval call Council's Sports Liaison Officer on 9404 8841.

After Hours Assistance

Please report any maintenance or security issues to the after-hours number on 9217 2050.

If you find any criminal activity or vandalism has occurred at the centre prior to, or during your event, please contact the Police on 000 immediately. You are also required to report the findings to the after-hours number.

If the After-Hours Officer is called to attend the centre due to hirer negligence, e.g. emergency/duress false alarm, the hirer will be invoiced for the associated cost.

Cleaning Requirements

It is the responsibility of the hirer to ensure the centre is left in a clean and tidy state. Failure to do so will result in additional cleaning charges and/or suspension of future bookings.

Hirers are required to bring their own cleaning equipment, e.g. garbage bags, sponges, surface sprays and tea towels. A mop and bucket, broom and dustpan are provided at a minimum.

Duties include:

Surfaces:	Wipe clean and sanitise all surfaces and appliances, e.g. tables, benches, BBQ, oven
Furniture:	Put away all furniture in an organised manner (if applicable)
Floors:	Sweep, mop and/or vacuum after each booking. Vacuum to be emptied
Fridge:	Empty all items and clean any spillages in both fridge and freezer
Toilets:	Left in a clean and tidy state. Benches and floors need to be clear of all; paper towel, toilet paper, wrappers; human waste, etc.
Heating/cooling:	Turned off
Oven/Bain Marie	Wiped clean and turned off. Remove trays and return to Council if applicable
PA System	Turned off. Return microphone to Council if applicable
Kitchen Appliances:	Wiped clean and turned off
Doors	Internal and external doors are locked
Alarm	Arm and disarm as per instructions

Booking times must be inclusive of cleaning time. Stains and damage must be reported to the Centre Operations Officer after your booking. Additional costs may be incurred by the hirer for damage to the centre caused during a booking.

Additional Charges

In the event of hirer negligence, the following additional charges may apply:

Exceeding booked hours.....	Casual/ Business rate will apply per hour
Replacement of key/swipe	\$150.00 (max)
After Hours Officer call out fee	\$120.00
Fire Brigade attendance.....	\$1,000.00 (min)
Extra cleaning (if applicable).....	POA*
Damage to centre/furniture	POA*

*Price on Application. A Council officer/contractor will assess facilities after hire. Additional cleaning or repairs will only be completed by Council approved contractors. Council reserves the right to recover costs associated with any repairs. These charges are final and non-negotiable.

Indemnity

The hirer indemnifies Council against responsibility for any accidents, loss, damage, expense or injury to participants, property or third parties.

Disclaimer

The Director Community Wellbeing may cancel any booking at the Centre at his or her discretion. The Director must provide the hirer with seven days' notice and an explanation for the cancellation.

Privacy Statement

The personal information provided by you in the declaration is required for the purpose of your booking of a City of Whittlesea community centre and will be protected in accordance with the provisions of the Privacy and Data Protection Act 2014 and Council's Information Privacy Policy.

Hirer's Declaration and Booking Information

To be returned to: **City of Whittlesea – Active & Creative Participation**

Booking Contact Details	
Hirer's Name:	
Organisation/Group (if applicable):	
Full Address:	
Phone:	
Email:	

Booking Allocation	
Venue:	
Booking Date:	Booking Time:
Function Type/Event Name:	
Copy of current Public Liability Insurance attached (If applicable) <input type="checkbox"/> Yes <input type="checkbox"/> No	

Acknowledgement (please tick)
<input type="checkbox"/> I have read and agree with the conditions detailed in the Centre Hire Agreement
<input type="checkbox"/> Where the hirer is a company or incorporated association, I am authorised by the hirer to sign the Hirers Declaration
<input type="checkbox"/> I accept full responsibility for any damage to the facility and/or additional fees incurred as outlined in the Centre Hire Agreement
<input type="checkbox"/> I have read and understood the "COVID-19 Safety Measures" section outlined in the Centre Hire Agreement and will put in place safety measures and processes to meet current State Government COVID-19 guidelines and restrictions
<input type="checkbox"/> I agree for Council to contact me for matters other than my booking

Print Name: _____

Signature: _____ Date: ____ / ____ / ____