

# COMMUNITY HUBS

## VENUE HIRE TERMS AND CONDITIONS

Community Hubs operate several community halls and centres to provide the local community with the opportunity to hire Council-owned facilities for community activities, gatherings and events.

### ACCEPTABLE USE OF COUNCIL VENUES

Only activities and groups that align with Darebin Council's community vision, values and policies will be permitted in Darebin Venues. If an application has been approved but is later deemed to be an unacceptable activity or group, or an applicant was misleading or withheld relevant information from their application form, the booking may be cancelled. Any changes to the nature of the stated activities must be communicated to the Venue Contact as soon as reasonably possible. Changes to the stated activities may impact the viability of the approved booking.

Unsupported activities or groups may include, but are not limited to, those that, by their nature:

- Are discriminatory or promote disrespectful, non-inclusive views,
- Promote misinformation of any sort, particularly in relation to climate, human rights and/or social health and well-being,
- Perpetuate inequities and false divisions within society.

### CODE OF CONDUCT

Council has made a commitment to provide culturally safe spaces for communities at risk of discrimination. By hiring Council Venues, the Hirer agrees not to undertake any discriminatory behaviour based on a person's sex, gender, sexual orientation, disability, race, religious belief, or any other attribute outlined in the Victorian Charter of Human Rights. Council expects all Venue Hirers, artists, audience members, contractors, and all other visitors to its Venues to adhere to Council's values of Respect, Integrity, Collaboration, Creativity, Making a Difference, and Accountability. This includes valuing diversity and accessibility, minimising harmful environmental impact, and promoting equal opportunity in the workplace. The Hirer agrees to respect and follow all reasonable directions from Venue Staff. The Hirer shall be held responsible for the actions of all and every person attending the Venue for the duration of their booking.

Failure to act in line with this code of conduct may result in cancellation or refusal of Venue hire.

### PREFERENTIAL ACTIVITIES

Council reserves the right to refuse bookings that do not align with the relevant Venue's stated programming aims, where applicable. Wherever possible, alternative Venue suggestions will be provided to the Hirer.

## CHILD SAFE COMMITMENT

The City of Darebin is committed to being a child safe organisation. The Hirer agrees to ensure any children present are always supervised while at the Venue and its surrounding areas. If the Venue is being hired to deliver an activity or event for children, the Hirer and/or any contractors or facilitators may be asked to provide evidence of a valid Working with Children Check.

## APPLICATION FOR HIRE

Each application for use must be made on the relevant Venue booking application form, completed in full and signed by the Hirer with an agreement to comply with these terms and conditions. If the Hirer is engaging an organisation, group, or individual to appear at their event, the Hirer must provide relevant information regarding the organisation, group, or individual and the nature of their involvement.

The person signing the agreement must be over 18 years of age.

Where the application is made on behalf of an organisation or group of people, the applicant must state the name of the organisation or group. The applicant must supply their business telephone number and/or the phone number reachable on the day of the booking. The person applying on behalf of an organisation or group will be liable to ensure compliance with these conditions of hire.

## BOOKING FORWARD DATES

Bookings for Venue usage are intended to be for short term bookings, i.e. a one off event or weekly bookings for up to a 3 month period. Applications for a further extension (i.e. in advance of the current booking) may not be confirmed until the current booking has concluded. This is to ensure equitable and accessible community access across our Venues.

Exemptions may apply to organisations whose activity aligns with Council's community vision, values and goals, and who work in partnership or close collaboration with Council. If you think this applies to you, speak to the Venue Contact.

## BOOKING REQUIREMENTS

### FEES AND CHARGES

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

### RATES OF HIRE

Incorporated non-profits and community groups may be eligible for community rates.

The Hirer agrees to pay the rate of fees deemed appropriate for the booking by the Venue Contact.

Bookings granted the community rate that exceed agreed time limits will have additional time charged at the commercial rate.

### 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 any required supporting documentation,
- evidence of satisfactory insurance or purchase of council's public liability insurance where eligible,
- Written confirmation from the relevant Venue Contact.

## HIRE TIMES

Under no circumstances is the hirer to access the Venue 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 Venue outside of the booking time will be charged at the commercial rate and may affect future use.

Additional access for the purpose of event set up or organisation may be arranged in exceptional circumstances and in consultation with the Venue Contact. Any additional access granted will be at their discretion.

## PAYMENT TERMS

The full hire fee as determined by Council shall be paid within 30 days from the invoice date unless stated otherwise by the relevant Venue at the time of booking. Failure to meet payment terms may result in direct action from Council and preclude the Hirer from future Venue Hire.

## SECURITY BOND

In certain circumstances, the Hirer may be required to pay an appropriate bond, to be determined by the relevant Venue. This bond will be added to the cost of Venue hire.

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 Venue was left in an acceptable condition and no damage to the Venue has occurred. The hirer agrees to pay Council for any damage or cleaning costs that exceed the bond amount.

## SUBLETTING OR TRANSFERRAL OF BOOKINGS

Bookings must not be made on behalf of another organisation, group, or person, or be transferred to another such party.

## CHANGES TO BOOKING DATES AND TIMES

The Hirer must notify the Venue Contact of any desired changes to confirmed booking dates and times by email as soon as possible. Council will endeavour to accommodate changes wherever possible but reserves the right to refuse these requests.

## CANCELLATION BY HIRER

The Hirer may cancel a booking by email to the Venue Contact. Bookings must be cancelled within the timeframe stated by the Venue at the time of booking. Where no cancellation timeframe is explicitly stated, the Hirer agrees that bookings cancelled less than 7 days from the confirmed booking will incur the full rate of hire. Any confirmed booking cancelled by the Hirer may forfeit any non-refundable deposits paid.

## CANCELLATION BY COUNCIL

Council reserves the right to cancel any booking for reasons it deems necessary. This applies even when these conditions of hire may have been accepted and signed and the hire fee paid. 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. Wherever practicable Council will endeavour to provide reasonable notice of cancellation to the Hirer. Any refund of hire fees will be at the sole discretion of Council, whose decision will be final.

## VENUE REQUIREMENTS

### NOISE LEVELS

Noise levels, including amplified music and public address systems, must be kept at a level acceptable to the Venue Contact.

The Hirer must also ensure that noise levels are kept to a minimum when vacating the Venue. Council Venues are in a residential area and all efforts must be made not to disturb the neighbours.

### KITCHENS & CATERING

Hirers intending to provide food on a self-catered or BYO basis must inform the Venue Contact at the time of booking.

Unless otherwise agreed by the Venue Contact, the use of the Venue kitchen is for heat & serve purposes only.

For events involving the sale of self-catered food, either at the event or for food included in the ticket price, the Hirer must abide by the **food safety regulations** that pertain to the type of food being prepared and cooked for sale.

Hirers engaging a registered caterer must provide the caterer's contact and registration details.

Commercial food vendors or food trucks must provide a copy of their trading permit and public liability insurance certificate of currency to the value of \$20 million.

### ALCOHOL

The Hirer must not bring alcohol to be consumed into the Venue without prior written permission from the Venue Contact.

Where alcohol is being consumed, the Hirer must take all reasonable steps to promote responsible consumption of alcohol, including providing food and non-alcoholic options for attendees.

Events involving alcohol may require Council organised security services. Associated costs will be incurred by the Hirer. The Hirer may also be required to provide evidence of a Responsible Service of Alcohol Certificate.

If the Hirer proposes that alcohol be sold at a bar, or by way of inclusion in ticketing costs, then the Hirer will require a "**Limited Licence**" from Liquor Licensing Victoria. Applicants for such a licence should allow **at least 4 weeks** for this body to process their application. A copy of this licence must be presented to the Venue Contact **at least 30 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.

Alcohol may not be distributed from kegs or barrels.

### **PHOTOGRAPHY & FILMING**

If the Hirer intends to film, photograph, or record their event, they agree to ensure all persons in attendance are informed of this, and that they may refuse to be featured in any such documentation.

If the Hirer is undertaking any photography or filming for commercial purposes, they must provide evidence of the relevant permits.

### **GAMBLING AND SMOKING**

The Hirer must not plan, undertake, or promote any gambling activity or advertise any gambling activity. Council will not provide community grants, funding, sponsorship, Council Venues, publicity or promotion for community groups or organisations that promote gambling.

All Council Venues are smoke free zones. Smoking or vaping are not permitted inside any part of any of our Venues. Smoking or vaping outside the Venue must take place at least ten (10) metres away from the Venue.

### **POST BOOKING VENUE CONDITION**

At the conclusion of the booking, the Hirer must ensure the Venue has been returned to the set-up, layout, state of repair and cleanliness as it was at the beginning of the hire period. All fixtures must be in in good working order and all waste matter has been appropriately disposed of in the rubbish bins provided. Failure to do so may result in additional charges.

### **DAMAGE**

The Hirer must not damage, in any way, the floors, walls, window coverings, fittings, furniture, or any other part of the Venue.

No notices, signs, advertisements, scenery, fittings or decorations of any kind can be put up in the Venue or fixed to the walls, doors or any other part of the Venue, without the written approval of the Venue Contact.

Any ice or liquids must be enclosed in leak proof containers.

The Hirer must follow the direction of the Venue Contact regarding the protection and care of all Venue features and assets.

Damage that poses a risk to physical safety or Council property must be immediately reported to Council. Superficial damage must be reported to the Venue Contact as soon as reasonably possible, within standard business hours.

Any associated costs relating to damage caused during the period of Hire may be the responsibility of the Hirer and must be paid to Council upon demand. This includes the full cost of cleaning and/or repairs to the Venue or any furniture, fittings and equipment.

### **NOT PERMITTED ON COUNCIL PROPERTY**

The following items are not permitted on Council property without prior agreement in writing from the Venue Contact:

- **Single use plastics** including crockery, cutlery, drinks & packaging (refer to Council's [Single Use Plastic Policy](#))
- Balloons, including helium
- Sticky tape, masking tape, tacks, nails, adhesives
- Smoke machines & dry ice machines
- Pyrotechnics
- Confetti or glitter
- BBQ's, **open flame of any kind**, gas bottles (including hot works e.g. welding & grinding)
- Jumping castles and inflatable structures
- Animals and animal farms, except for guide dogs and registered assistance animals

### ADDITIONAL EQUIPMENT

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

The Hirer must ensure that any electrical appliance or equipment that has a flexible power supply cord is tested and tagged by a qualified person and display a current tag prior to the equipment being brought on site. Where necessary, any defective or potentially dangerous electrical equipment must be isolated and/or removed from the building.

All property, decorations, catering appliances or fittings belonging to the hirer must be removed by the end of the booking time. Storage of additional equipment or belongings is not available at any Council Venue.

### 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 Venue.

### RIGHT OF FREE ACCESS

The Hirer is only entitled to use the part of the Venue hired. Council reserves the right to hire any other part of the Venue for any other purpose at the same time. Council Staff retain the right to move freely through the Venue, including those areas being used by the Hirer, at all times.

### BUILDING SECURITY

#### Staffed Bookings

The Hirer agrees to follow all directives from Venue Staff with respect to Building Security.

#### Unstaffed Bookings

If staff are not present, all lighting and appliances are to be switched off and all windows and doors are to be locked securely when leaving the Venue. Any alarms must be secured as directed by the Venue Contact.

If the Hirer has been provided a swipe card for Venue access, they are responsible for ensuring this card is not transferred to another person under any circumstances and is returned to the Venue Contact at the conclusion of the booking or on the next working day if the booking has concluded after business hours.

## SECURITY SERVICES

In certain circumstances, Council may decide a booking requires additional security services. All security services will be provided by licensed Crowd Controllers arranged by Council. The requirement for security services and number of Crowd Controllers will be determined by the Venue Contact, based on the type and size of the proposed function/event. The cost of the security services may be the responsibility of the Hirer and may be added to the hire fees.

Crowd Controllers will report to Venue Staff upon arrival and will be briefed in association with the Hirer. Resolution of any security issues will be determined in consultation with the Hirer as far as possible. Council reserves the right to act as necessary to maintain order and protect Council property.

## EMERGENCY CALL OUTS

### Staffed Bookings

In the event of an emergency, the Hirer agrees to follow the directions of the Venue Staff.

### Unstaffed Bookings

In the event of an emergency when no staff are on site, call 000, then, when it is safe to do so, contact Council. The Hirer is responsible for ensuring the safety and wellbeing of those attending the Venue during their booking. The Hirer may be required to assist the Venue Contact with preparation of an incident report.

Should Emergency Services be called by fault, including failure to correctly secure building alarm systems as directed, improper use of equipment resulting in smoke detectors being activated, or if Council deems the call out not to be an emergency, all costs may 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 the Acceptable Use of Council Venues and Code of Conduct outlined above. 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.

## FEEDBACK & COMPLAINTS

If desired, Hirers are encouraged to provide feedback (including on matters relating to cultural safety and inclusion), compliments, suggestions or complaints in a manner that is easy and appropriate to them. A complaint may be related to a service we provide or the behaviour of Venue Staff. The Venue Contact will work with Hirers to find a mutually agreeable resolution or let them know their rights to appeal if they are not satisfied with the outcome.

## LEGAL AND OTHER CONDITIONS

### PUBLIC LIABILITY INSURANCE

The Hirer must provide a copy of their public liability certificate of currency to the value of at least \$10 million. Certain events may require a higher level of cover and the Hirer will be advised by the Venue Contact where applicable. Hirers without existing public liability insurance may be

eligible to purchase insurance through Council for an additional fee. Any events involving the provision of alcohol, high levels of physical activity (e.g. dancing, sports, circus), or childcare cannot be covered by Council's insurance and the Hirer must provide their own public liability insurance.

### 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 Venue 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 Venue 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 Venue. The Hirer hereby indemnifies Council to the extent that such policies are affected through any such act of commission or omission.

### PRIVACY

Council views the protection of an individual's privacy as part of its commitment towards accountability and integrity and is committed to protecting an individual's right to privacy. All information collected is held securely and used solely by Council for a specific and/or directly related purpose. Council may disclose the information collected to other organisations if required or as permitted by legislation. Failure to provide personal information for booking purposes may result in the application not being processed. For further information please refer to Council's [Privacy Policy](#).

### COMPLIANCE

In addition to abiding by the Code of Conduct outlined above, it is a basic assumption that all activities undertaken on Council properties are lawful. Any transgression of law made by the



Hirer, knowingly or otherwise, or resulting from the Hirer's use of the Venue, are deemed the responsibility of the Hirer.

#### **AMENDMENT OF TERMS & CONDITIONS OF HIRE**

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