



**CONDITIONS OF HIRE AND USE  
Newport Community Hub  
2023**

Newport Community Hub  
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The following conditions of hire and use apply to the Newport Community Hub including Program Rooms, Mechanics Hall, Music Suite, Youth Lounge, Learning Lab and kitchens. These conditions of hire and use are subject to change, any changes will be communicated and the most recently published version at the time of your event will apply. This agreement is subject to the laws of the State of Victoria.

## **1. Applications for Hire**

Applications for use of the facilities at the Newport Community Hub must be made to Council on the form supplied. The completed form must state the purpose of use and hours required. This form must be signed by the applicant and by signing, the applicant acknowledges intention to comply with all conditions of hire and use.

Changes to any details on the original booking form must be advised in writing.

All hirers are encouraged to view the Hub and discuss their needs with us. If you think the facilities may suit your needs, we will provide a link to the application form.

Where an application is made on behalf of an organisation or body of persons, the applicant is required to state the name of the organisation and the authority of the applicant for making the application.

Applicants must be 18 years of age or over.

Regular users may be invited to lodge a request for hire for the following year and will need to return their booking details by the nominated date to allow for best availability consideration.

Council has the authority to refuse use of the facility. Notwithstanding that Council may have agreed to the use of the facility or that these conditions may have been accepted and any bond paid. The hirer hereby agrees to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

## **2. Deposits, Bonds and Payments**

### Payments for Casual Users

A bond may be required against damage to the Facility and/or fixtures and fittings or to cover additional cleaning. Provided there is no breach of the conditions of hire the bond will be refunded at the conclusion of the hire.

Full payment of both bond and room hire is required 14 days before the date of the booking. Where payment via bpay is required, arrangements must be made with us upon submission of the booking form. If an invoice is issued, payment must be received no later than 14 days prior to the event.

Council reserves the right to cancel a booking without notice if payment is not received more than 14 days prior to the booked event.

The hirer is liable for payment of any further amount to meet the full costs of the repair of any damage to the facility and/or fixtures and fittings or equipment caused during the period of hire by the hirer or persons attending the function. This also applies to any additional cleaning required.

Charges are in accordance with the schedule approved by the Council.

### Payments for Repeat Users

A bond may be required against damage to the Facility and/or fixtures and fittings or to cover additional cleaning. Provided there is no breach of the conditions of hire the bond will be refunded at the conclusion of hire.

Fees for room hire are charged monthly, quarterly, 6-monthly or annually, in advance. Invoices are issued by Hobsons Bay City Council. Prompt payment is appreciated as outstanding

payments will result in future bookings being suspended or cancelled. Where a booking is made less than 14 days prior to the booked event, fees will be paid at time of booking. Fees are charged according to times booked on the booking form and any variation to these times is required in writing prior to the date/s concerned.

The hirer is liable for payment of any further amount to meet the full costs of the repair of any damage to the facility and/or fixtures and fittings or equipment caused during the period of hire by the hirer or persons attending the function. This also applies to any additional cleaning required.

Charges are in accordance with the schedule approved by the Council.

### **3. Cancellation of Bookings**

#### By the hirer

No charges will be incurred where the hirer withdraws the booking more than 14 days prior to the event. Where the hirer withdraws the booking less than 14 days prior to the booking, a cancellation fee of \$50 may be charged. Where the hirer withdraws the booking less than 7 days prior to the booking, the sum total hire fee is payable and will not be refunded. Cancellations must be made in writing.

#### By Council

Council reserves the right to cancel without notice any booking for which the required payment or bond has not been paid.

If the Facility cannot be made available to the hirer on the date(s) for which it has been hired by reason beyond Council's control; the Council will not be liable for any loss, damage or injury suffered by the hirer as a result of the Facility being unavailable. All deposits and hire fees will be fully refunded.

### **4. Limit of Hiring**

The hirer shall be entitled to make use of such portions of the facility for the purpose of staging its event as discussed and approved during the booking process. Council reserves the right to hire any other part of the facility at the same time.

### **5. Venue Suitability**

Newport Community Hub is a community facility suited for events and bookings that support the social, community and cultural life of the city. Due to the nature and setting of the building, some types of bookings are not supported in our Program Rooms.

These include but are not limited to:

- Gambling, no games of chance at which money is passed either directly or indirectly as a prize. Raffles must have gained appropriate permits in order to be an approved activity in a Council venue.
- Parties and informal private celebrations, including, but not limited to, schoolies, 18th and 21st birthday parties, hen's nights and buck's nights.
- New Year's Eve bookings.

No casual venue hire is available on public holidays. Regular and ongoing bookings that fall on a public holiday may still proceed.

The hirer must use the premises for the use outlined in the booking form. Council does not represent that the premises are suitable for the use outlined in the booking form and the hirer must make their own enquiries as to the suitability of the premises for this use

## **6. Prayer Space**

Considerations for prayer space should be included in space requested for your booking. If a separate space is required, please speak to us as a second smaller room may be available. Subject to availability, a prayer space will be provided at no charge.

## **7. Sub-Letting**

The hirer is not permitted to sublet any part of the Facility or transfer any tenancy. (Expos, markets and trading fairs excepted.)

## **8. Observance of Laws**

The hirer will conform to the requirements of all relevant Acts including but not limited to, The Child Wellbeing and Safety Act (2005) (Vic), The Public Health and Wellbeing Act (2008), Local Government Act (1993), Liquor Control Act (1998), Tobacco Act (1987) and all relevant Local Laws or regulations made there under, and will be liable for any breach of any such Acts, Local Laws, Rules or Regulations.

The hirer will comply with all other Acts or statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force and will give all required notice to the proper officers.

The hirer will not knowingly infringe any copyright. Council reserves the right to prohibit any activity which is objectionable, dangerous, contrary to the law or which infringes copyright.

The event organiser must comply with all Child Safe Standards made under section 17(1) of the Child Wellbeing and Safety Act 2005 (Vic). A child safe organisation is one that meets the child safe standards by proactively taking measures to protect children from abuse. Visit <http://www.dhs.vic.gov.au/about-the-department/documents-and-resources/policies,-guidelines-and-legislation/child-safe-standards-resources> for more information.

## **9. Good Order**

The hirer is responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and surrounds throughout the whole duration of the hire. The hirer will observe all directions and instructions given by any authorised Council officer.

## **10. Party Safe Registration**

Hirers organising social events where alcohol will be provided must register their event with the Victorian Police Partysafe scheme. Registration forms can be obtained from [www.police.vic.gov.au](http://www.police.vic.gov.au) or by contacting your local police station. The Victoria Police confirmation of Party Safe Registration should be supplied to Council 14 days prior to the booking. Also please note the clause relating to service of alcohol and licensing.

## **11. Security and Police Attendance**

Council has the right to request or arrange police or security staff attendance at any function held at the facility, including supervision of carpark and precinct. The hirer will be responsible for any costs involved. The designated Council Officer will notify the hirer when security is deemed necessary.

Security companies must be registered with the Victorian Security Institute.

## **12. Right of Entry**

Council authorised staff may enter and inspect the venue or any part of it at any time. The hirer must not obstruct them or any member of the police force, fire brigade, ambulance or any other emergency services.

Council reserves the right to conduct hirer site visits while events are in progress and will take due consideration to minimise impact on the hirer

## **13. Property and Cleanliness**

To protect the building it is prohibited to pierce any part of it with screws, staples or nails. Hirers are prohibited from using pins, blu tack, sticky tape, and glue on any part of the facility.

Confetti and rice are not to be used in the facility or any areas surrounding the facility. As an environmental consideration, the use of balloons is not permitted in the facility. As the venue transitions to no single use plastics, these should be avoided where possible. If you are unsure, discuss with the designated Council Officer.

Hirers are prohibited from erecting notices, signs, advertisements, fittings or decoration of any kind to any part of the buildings, equipment, furnishings and fittings without prior written approval with the authorised Council officer.

In the case of damage incurred during a hire period, the hirer is liable for any repair costs to any part of the building, its fixtures and fittings, and/or the replacement of any items, fittings or furnishings damaged beyond reasonable repair. In the event of any consequent cancellations suffered as a result of damage by the hirer to the facility, the hirer may be liable for costs incurred by Council.

## **14. Protection of Floors**

Hirers will carry out such directions as issued by the authorised Council officer for the protection of floors. If you need to mark up the floor, only low tack tape can be used. Please discuss while making your booking and consult Council staff on the day of your event.

When transporting liquid goods or ice, hirers must ensure these are enclosed in a leak proof container.

## **15. Advertising and Notices**

Signs, notices, advertising boards etc are not to be displayed in and around the facility or its precincts without Council's written consent.

## **16. Theft or Losses**

Personal property is the responsibility of the hirer. Council is not liable for any loss or damage sustained by the hirer or contractors and suppliers.

## **17. Insurance and Indemnity**

The hirer will not do or neglect or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the building.

While Council premises are covered by Council's public risk insurance policy, hirers are responsible for their own public liability insurance. A minimum cover of \$20,000,000.00 is required for all functions.

A copy of the policy must be provided to us when returning Booking Form. Failure to do so may result in cancellation of the booking. Temporary insurance may be available via Council at a minor cost if you are not required to have public liability for any purpose other than for the purpose of hiring with us. Please discuss this with us.

The hirer agrees to indemnify and keep indemnified Council, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of or in any way related to the granting of this license and/or the use of the premises.

The hirer's liability to indemnify Council, its servants and agents shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss or liability.

All accidents and/or incidents, which may result in a claim being made under the insurance policy, must be reported to Hobsons Bay City Council within 2 days of the incident.

## **18. Obstructions**

It is the hirer's responsibility to ensure that there is no overcrowding, and/or obstruction of exits, passages, corridors or any part of the building. Non-compliance with directives regarding overcrowding, obstructions or insufficient egress will result in immediate termination of your event.

## **19. Smoking**

Smoking and electronic cigarettes are not permitted in any part of Council owned facilities. Smoking is prohibited, under the Tobacco Act 1987, within four metres of an entrance to Victorian Government buildings.

## **20. Companion Card**

As part of Council's commitment to improving participation for all community members, it is a condition of venue hire that all events operating from this facility accept the Companion Card. You may also consider independently affiliating your event with the Companion Card Program. For more information on the Companion Card, visit [www.companioncard.org.au](http://www.companioncard.org.au).

## **21. Animals**

Except for assistance animals, animals are not permitted into the building without written consent.

## **22. Service Support Officers**

Newport Community Hub is not a serviced venue and will not be staffed outside of core opening hours. Council has the right to determine if staffing is deemed necessary for your event. This will be paid for by the hirer. The decision as to the provision of base staff levels for any event is at the discretion of Council.

### **23. Open Flames and Smoke Machines**

Open flames are not permitted in any part of the facility. No candles are permitted as decorations anywhere in the venue, including when used in table settings. No smoke machines, incense, oil burners or similar are to be brought into the facility. Fireworks are also prohibited. The hirer is responsible for any damage or emergency response call-out fees.

### **24. Noise**

The hirer is responsible for ensuring that all noise levels in and around the facility are within EPA maximum limits and maintained at an acceptable level. The hirer is responsible for controlling noise and behaviour in and around the facility. The hirer must comply with directives to lower sound level. Council reserves the right to control sound levels at any event.

Newport Community Hub is situated within a residential neighbourhood. Please consider our neighbours when entering and leaving the building late at night.

### **25. Equipment**

The rights hereby given will extend only to the use of the facility as presently equipped. No alteration or additions to the equipment installed will be made without prior consent. Any work affecting the electric plant and/or electric fittings of the facility will be undertaken by Council.

### **26. Swipe Cards and Keys**

Any swipe cards or keys issued to the hirer must be returned within 24 hours following the hire period or lost fees will be applied.

### **27. Program**

Council reserves the right to request the subject and program of all events taking place in the venue.

### **28. Performing Rights**

In the case of a dramatic or other performance or a concert, the hirer is responsible for gaining all rights associated with the event. It is illegal to produce, or perform, or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such rights. The hirer hereby indemnifies Council against any claim for breach of copyright.

### **29. Alcohol**

Newport Community Hub is not a licensed venue. It is the responsibility of the hirer to obtain all necessary permits and licences in relation to the serving of alcohol including bar service. Evidence of this must be provided to us at least seven days prior to the event. Council reserves the right to prohibit the introduction of alcohol into the facility or suspend the sale or consumption of alcohol at any time. Alcohol is strictly prohibited in all upstairs areas. Alcohol may not be consumed in outdoor areas or areas of the building that are outside the booked space.

### **30. Catering and Food**

A hirer may make arrangements for a caterer of their choice to provide catering service, providing permission has been granted. The hirer is responsible for ensuring that the kitchen and all the equipment is left in a clean and tidy condition and that all rubbish and food waste is immediately removed from the facility.

If the Council needs to arrange for additional cleaning or waste removal, the hirer will be responsible for all costs incurred.

Any group offering food for sale must register with [streatrader.health.vic.gov.au](http://streatrader.health.vic.gov.au)

### **31. Photography**

Photography is permitted within the facility for private use only. The hirer must seek permission from Council for commercial use of any photos or videos.

### **32. Presentation Standards**

Council may require the hirer to remove any material (including cartons, boxes, advertisements, handwritten signs and display materials) which is detrimental to the venue's presentation standards.

### **33. Event Times**

The hirer is requested to have vacated the premises by no later than the times specified below:

Sunday to Thursday night - 10pm – Finish  
Friday and Saturday night – 11pm – Finish

No activities will be held earlier than 8.30am, Monday to Friday, or 10am on Saturdays and Sundays

### **34. Deliveries Storage and Removal**

It is the hirer's responsibility to remove all equipment and goods prior to conclusion of the booking period. If the venue is not vacated, including removal of all goods in the care of the hirer, within the agreed times, the hirer may forfeit their bond and may be charged at an hourly hire rate for the area hired until collection. Any goods left without prior written agreement may be discarded the following business day. Newport Community Hub has limited storage facilities and no spaces other than event spaces booked by the hirer during the agreed event date/s and times may be used unless approved by Council. Council will not accept any responsibility for damage or loss of goods left on the premises prior to, during, or after the event.

### **35. Vehicles**

Vehicles must be parked in designated parking areas only and are subject to parking restrictions.

Vehicles are driven or parked in the Hub carpark at the owner's risk. No responsibility is accepted by the Council for any occurring theft and/ or damage.

### **36. Emergency Procedure**



Hirers must acquaint themselves with position of emergency exits in the building. In the event of an emergency evacuation, hirers must follow the directions provided by Council and/or authorised staff.

In the event of a fire alarm or security alarm sounding, the hirer and their party must vacate the building immediately. Hirers who fail to comply with requests by Council or Emergency Services officers will be liable to pay all penalties imposed.

### **37. Emergency Number**

If you require the services or attention of police, ambulance, and emergency services the emergency services number is 000.

Hobsons Bay City Council provides an after-hours response (for its services only) to urgent matters that cannot wait until the next working day. This service can be accessed by calling 1300 179 944.

### **38. Force Majeure**

If either party is rendered unable wholly or in part by force majeure to carry out its obligations then this shall not affect the operation of the Conditions of Hire and Use, and the risk of frustration is to be borne by the hirer.

### **39. Disputes**

In the event of a dispute arising, the following resolutions procedure will apply:

- A meeting will be scheduled between the individual parties concerned to resolve the dispute.
- If the management of both parties cannot resolve a dispute then Council will appoint an independent arbitrator who will have the authority to make a decision on the information provided, and both parties agree to the final decision.