



HOBSONS
BAY CITY
COUNCIL



CONDITIONS OF HIRE AND USE

Newport Community Hub
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CONDITIONS OF HIRE

All hirers must agree to operate within the Chief Health Officers Restricted Activity directions and follow the current Covid-19 related Government guidelines at the time of hire including:

- social distance requirements and not exceed the advised density quotient of hired space at any time
- hirer checking in, and maintaining a list of guests/attendees and contact details
- complying with the facility ‘conditions of entry’ as displayed
- participate in any measures Council sees necessary to protect the health of the community: non attendance if unwell, wearing of face masks, temperature checking, compulsory hand sanitiser.
- report any concerns about health and safety to the facility manager or duty staff as soon as possible.

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1. APPLICATIONS FOR HIRE

- 1.1 Applications for use of the facilities at the Newport Community Hub must be made to the Hub on the form supplied. The form must be signed by the applicant stating the purpose and hours required, and undertaking to comply with all the conditions of hire. Changes to any details on the original booking form must be advised in writing.
- 1.2 All hirers are encouraged to view the Hub and discuss their needs with the Hub Administrator. If you think the facilities may suit your needs, we will provide a quote and an application form.
- 1.3 A four-hour minimum hire charge may apply on weekends.
- 1.4 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.
- 1.5 Applicants for hire outside staffed operating hours must be 18 years of age or over.
- 1.6 Council reserves the right to withdraw bookings, provided at least 30 days notice is given to the hirer.
- 1.7 The Council reserves the right to refuse a booking.
- 1.8 Council reserves the right to withdraw bookings, provided at least 30 days' notice is given to the hirer, or at shorter notice if related to State Government regulations and/or other covid related restrictions.

2. PAYMENTS FOR CASUAL USERS

- 2.1 A bond will 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. Credit card details may be held in lieu of a bond payment.
- 2.2 Full payment of both bond and room hire is required in advance of the booking. Where the booking falls in the current billing quarter it must be paid on submission of the booking form.
- 2.3 Where a tax invoice is required, arrangements must be made with the hub administrator upon submission of the booking form. If an invoice is issued, payment must be received no later than 7 days prior to the event.
- 2.4 Council reserves the right to cancel a booking without notice if payment is not received more than 7 days prior to the booked event.
- 2.5 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.
- 2.6 Charges are in accordance with the schedule approved by the Council.
- 2.7 Tentative bookings will be deleted after seven days unless the hirer returns the completed booking form along with full payment.

3. PAYMENTS FOR REPEAT USERS

- 3.1 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.
- 3.2 Fees for ongoing room hire can be charged 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 7 days prior to the booked event, fees will be paid at time of booking.
- 3.3 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.
- 3.4 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.
- 3.5 Charges are in accordance with the schedule approved by the Council.
- 3.6 Tentative bookings will be deleted after seven days unless the hirer returns the completed booking form.

4. CANCELLATION OF BOOKINGS

4.1 By the hirer

Where the hirer withdraws the booking more than 30 days prior to the event, no charges will be incurred.

Where the hirer withdraws the booking less than 30 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.

4.2 By Council

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

In the event that 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.

Council reserves the right to withdraw bookings, provided at least 30 days' notice is given to the hirer, or at shorter notice if related to State Government regulations and/or other COVID related restrictions. Council reserves the right to cancel a booking without notice due to changes in Covid-19 regulations.

LIMIT OF HIRING

- 4.3 The Council reserves the right to hire any other part of the Facility at the same time.
- 4.4 If the venue is not vacated, including removal of all equipment, properties and items which are in the care of the hirer, within the specified times, the hirer will be charged at an hourly hire rate for the area hired. In addition, consideration will be given to withholding of the security bond.

5. DISPUTES

In the event of any dispute or difference arising through interpretation of these conditions, the decision of the Director, Community Wellbeing, Hobsons Bay City Council shall be final.

6. REGULAR BOOKINGS

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

CONDITIONS OF USE

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The following conditions of use apply to your use of the Newport Community Hub. Our officers are available to assist you with any facility issues throughout your function.

We wish you all the best for an enjoyable time in this magnificent building.

This agreement is subject to the laws of the State of Victoria.

1. SUB-LETTING

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

2. LIABILITY

2.1 Permitted use

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.

2.2 Advertising/Notices

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

2.3 Building Access

Access to the Hub must be during booked times only and the booking must include set up and pack up.

2.4 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 in the approaches thereto throughout the whole duration of the hire. The hirer will observe all directions and instructions given by any authorised Council officer.

2.5 Observance of Laws

The hirer will conform to the requirements of all relevant Acts including but not limited to the Health Act, Local Government Act, Liquor Control Act, relevant Local Law, rules 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 performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

2.6 Property

To protect the building it is prohibited to pierce any part of it with screws, staples or nails. Hirers are prohibited from using blu tack, tape and glue on any part of the facility without prior discussion with the authorised Council officer.

Confetti and rice is not to be used in the facility or any areas surrounding the facility.

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

The hirer is liable for any costs incurred by Council for repair, and make good of 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.

2.7 Protection of Floors

Hirers will carry out such directions as issued by the authorised Council officer for the protection of floors.

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

2.8 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.

3. INSURANCE

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 the Council officer 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. Please discuss this with the Council officer

4. SAFETY AND HEALTH REGULATIONS

4.1 Animals

With the exception of assistance dogs, animals are not permitted into the building without written consent.

4.2 Council Officers

Council officer/s are only in attendance during hub opening hours. Events outside operating hours, particularly those where alcohol is served may require an additional cost for the provision of Council staffing.

Council has the right to determine additional staffing deemed necessary. 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 Newport Community Hub officers.

4.3 Capacity

The capacity of any venue must not exceed the number provided on your application unless otherwise approved. Failure to observe this condition may result in your group being required to leave.

The capacity of the venue must not exceed the maximum capacity of the space hired, unless otherwise approved.

Please refer to current Government restrictions for COVID density compliance the capacity during COVID social distancing allows for 1 person per 2 square meters. You are required to do this, as you are responsible for all people accessing the centre as a part of your activity, function or event. Failure to observe this condition may result in your group being required to leave or compromise any future application to hire.

4.4 First Aid Kit

It is recommended that users provide their own first aid kit.

4.7 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.

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

4.8 Obstructions

It is the hirers responsibility to ensure that there is no overcrowding, and/or obstruction of exits, passages, corridors or any part of the building.

4.9 Open Flame Lamps

Open flame lamps are not permitted in any part of the facility.

4.10 Security Staff

The Council reserves the right to require the user to provide security at their cost using a registered security company at a ratio recommended by the security company. Written evidence is to be provided to the Hub staff.

For all birthday parties held for ages 18 to 25, the Council requires the user to register with the Victorian Partysafe scheme and provide security at their cost using a registered security company at a ratio recommended by the security company.

4.11 Smoke Machines

Any device that emits smoke is not permitted in any part of the facility.

4.12 Smoking

Smoking is not permitted in any part of the Newport Community Hub. This complies with the Council's policy and is not permitted inside the buildings or within ten metres of the eaves of the building at any time. It is the responsibility of the user to ensure that cigarette butts outside of these areas are disposed of correctly.

4.13 Supervision of Children

The group or individual hiring the facility is liable to ensure the safety of all guests/ customers/ participants attending the venue on their behalf. Children should be supervised at all times and are not permitted to roam outside the hired areas or tamper with displays and equipment in the Hub. It is also a safety requirement that young children are accompanied to the toilets.

5. PROGRAM

5.1 Program of Events

Council reserves the right to request the subject and program of events where the facility is booked.

5.2 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.

6. EQUIPMENT

The rights hereby given will extend only to the use of the facility as at present 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 a staff member.

In the event of special stage equipment or lighting being used, the hirer will engage and pay for the services of a qualified technician. It is a requirement of Hobsons Bay City Council that all electrical equipment brought into the venue is tested and tagged,

No stage, property, electrical installation, appliance or decorating materials or articles of any kind, will be brought into the building without prior consent.

Groups may be allocated locked storage on application and may be charged when provided with storage space. Please be aware that space is limited and subject to availability.

7. 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. Evidence of this must be provided to the Newport Community Hub officer prior to the event. The Council reserves the right to prohibit the introduction of alcohol into the facility at any time.

Alcohol may only be consumed within the booked space.

8. CATERING

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.

For an additional fee, rubbish can be left in the Hub's skip. Arrangements are to be made at time of booking.

In the event that 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

9. PHOTOGRAPHY

Photography is permitted within the facility for private use only. For commercial use the hirer must seek permission from Council.

10. 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.

11. TIME OF FUNCTIONS

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

Sunday to Thursday night - 10pm – Finish; 10.30pm - Vacate
Friday and Saturday night – 11pm – Finish; 11.15pm - Vacate

No functions will be held earlier than 7am Monday to Saturday and 9am on Sundays.

12. PRAYER SPACE

Considerations for prayer space should be included in space requested for your booking. If a separate space is required please speak to the bookings administrator as a second smaller room may be available.

13. 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 of authorised staff and fire wardens.

A site induction will be held prior to any after hours bookings and in the event of an after hours emergency, hirers should evacuate their group to the emergency evacuation point and notify Council.

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 the delegated Council officer or Emergency Services officers will be liable to pay all penalties imposed.

14. EMERGENCY NUMBER

The emergency services contact number is 000.

Out of hours contact numbers for Council staff will be provided to the hirer with booking confirmation.

For any urgent building/maintenance issues which require urgent out of hours attention, please phone 9932 1000.