



# Brooklyn Community Hall

## Conditions of Use & Hire

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### Acknowledgment of Country

Council acknowledges the Bunurong People of the Kulin Nation as the Traditional Owners of these municipal lands and waterways, and pay our respects to Elders past and present.

The following conditions of hire and use apply to the Brooklyn Community Hall including the hall, multipurpose rooms, meeting pod, commercial kitchen and foyer. 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 Brooklyn Community Hall must be made to Council on the form supplied. The form must be signed by the applicant and state the purpose of use, hours required, and acknowledge intention to comply with all conditions of hire.

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.

The minimum booking time for hall hire for one off private bookings is 4 hours.

It is at the discretion of the Council to refuse use of the facility in any case. This may be notwithstanding that the Council may have agreed to the use of the facility, or that these conditions may have been accepted and any bond paid. The Council shall have full power to cancel such uses and direct the return of any fees and bond paid. The hirer hereby agrees to accept the same to 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 thereof.

Regular booking hirers agree to complete an annual (Jul/Aug) Expression of Interest (EOI), and a maximum 2 evening booking per week to allow for diversity of programming.

## **2. DEPOSITS AND PAYMENTS**

A \$500 bond applies to all bookings. The bond is security for any damage to the building and/or breach of conditions of hire and includes the cost of a replacement key if lost. The total bond will be refunded after the event, provided the hirer has complied with all aspects of the conditions of hire. The cost of extra cleaning or rubbish removal as a result of the function will be an additional cost.

Should the cost of repairing damage to the property or any other breach of conditions exceed the bond amount, the hirer is liable for the additional costs.

The balance of fees on your venue hire invoice must be paid at time of booking to confirm your booking of the venue. Bond payments must be made at least 14 days before the hire date.

## **3. CANCELLATION OF BOOKING**

### *By the Hirer*

Where the hirer withdraws the booking more than 30 days prior to the booking, no charges will be incurred. Where the hirer withdraws the booking less than 30 days prior to the booking, the sum total of the deposit (if applicable) shall be retained by the Council. In cases where the booking is cancelled within fourteen (14) days of the event, the hirer will be liable for the full venue hire fee.

### *By Council*

Council reserves the right to cancel without notice any booking for which the required deposit 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.

## **4. SUB-LETTING AND HIRER ATTENDANCE**

The hirer is not permitted to sublet or transfer tenancy of any part of the facility.

The hirer must:

- Remain on the premises whilst visitors/patrons are in the building/Brooklyn Reserve.
- Keep premises locked and alarmed when unoccupied.
- Be responsible for orderly conduct and safety of patrons.
- Maintain the premises in a clean and safe condition for the duration of the term of hire.
- Only occupy the building for the times for which it is hired.
- Storage – see section 10.

## **5. 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)*, 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 and Council reserves the right to prohibit any performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

Organisations must comply with all child safety standards (as updated July 2022)

Organisation/Groups 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.

Organisation/Groups must comply with all parts of the *Working with Children Act 2005*. In accordance with the *Working with Children Act 2005*, the Organisation/Group ensures people undertaking **child-related work** must have a current Working with Children Check. If you do paid **child-related work** an Employee Check is required, if you do volunteer **child-related work** a Volunteer Check is required.

For more information Visit **Child Safe Standards - DFFH Service Providers**.

Organisations must comply with Victorian Governments single use plastics ban. For more information Visit <https://www.vic.gov.au/single-use-plastics>

## **6. 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 duration of the hire. The hirer is directly responsible for the orderly conduct and safety of all attendees. The hirer will observe all directions and instructions given by any authorised Council Officer.

## **7. PARTYSAFE REGISTRATION**

Hirers organising social events or events where alcohol will be provided must register their function with the Victorian Police Partysafe scheme. Registration forms can be obtained from the designated Council Officer or from [www.police.vic.gov.au](http://www.police.vic.gov.au) or by contacting your local police station. Also please note the clause relating to service of alcohol and licensing.

## **8. SECURITY AND POLICE ATTENDANCE**

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

## **9. 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.

## **10. PROPERTY, CLEANLINESS & STORAGE**

The floors, walls, windows or any other part of the building, fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. It is the hirer's responsibility to ensure their patrons do not cause damage or defacement. Failure to adhere to the above may result in loss in bond.

The hirer is responsible for leaving the premises in a clean and tidy manner. All rubbish and refuse must be placed in the outdoor bins located in the locked fence area. Code to gate lock is 3012. If the bins are full hirer is responsible for taking the rubbish home with them. Any failure to remove rubbish will result in forfeiture of bond and/or additional charges.

Decorations are not permitted to be affixed to any part of the building. Any cleaning/ damage costs will be deducted from the bond. Any poster, advertising or collateral to be located at the facility (eg. Noticeboards) must be agreed upon and approved by Council Officer.

The hirer is responsible for immediate mopping of any spillages on the floor, during the period of hire. A mop and bucket is provided for this purpose in the cleaners cupboard.

Storage of equipment by regular hirers must be agreed upon prior to commencement of booking and approved by Council Officer

## **11. THEFT OR LOSSES**

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

## **12. INSURANCE AND INDEMNITY**

The hirer will not do, neglect or permit to be done or left undone, anything which will affect 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 certificate of currency must be provided to the designated Council Officer at least seven days prior to the commencement of hire. 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 designated Council Officer.

The hirer agrees to indemnify and keep indemnified the 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 the Council, its servants and agents shall be reduced proportionally to the extent that any act or omission of the 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.

### **13. OBSTRUCTIONS**

The hirer must ensure all exits, doorways and passageways are not obstructed at any time and ensure overcrowding does not take place.

### **14. SMOKING**

Smoking is not permitted within the building/deck or within 5m of the building. Forfeiture of bond will occur in case of evidence of smoking.

### **15. OPEN FLAMES**

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 incense, oil burners or similar are to be brought into the facility. If any action by the hirer results in the Metropolitan Fire Brigade (MFB) attending the site, then all costs will be forwarded onto the hirer.

### **16. PROGRAM**

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

### **17. PERFORMING RIGHTS**

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right(s). The hirer agrees to indemnify Council against any claim for breach of copyright.

### **18. GAMBLING**

No games of chance at which money is passed either directly or indirectly as a prize will take place in the facility. Raffles must have gained appropriate permits in order to be an approved activity of Council.

### **19. ALCOHOL**

Brooklyn Community Hall is not a licensed venue. Hirers organising social events or events where alcohol will be provided free of charge must register their function with the Victorian Police Partysafe scheme. Registration forms can be obtained from the venue services officer, via [www.police.vic.gov.au](http://www.police.vic.gov.au) or by contacting your local police station.

Where alcohol is served on the premises, the hirer should observe their obligations pertaining to the Responsible Service of Alcohol (RSA). All serving staff must have current RSA certification. Evidence of this must be provided to the designated Council Officer at least seven days prior to the event. BYO alcohol may be consumed on premises. Opened alcohol must not be taken off the premises. Reusable non breakable glassware is preferred. Glassware is not supplied, and all recycling must be left in the yellow bins provided or taken with the hirer.

Alcohol is not to be consumed outside the Brooklyn Community Hall precinct. Illicit drugs are not accepted at the venue, anyone found under the influence will be asked to leave the venue immediately and/or be reported to police.

### **20. FOOD**

If food will be sold on the day(s) of hire, a permit must be obtained from Council's Public Health Department. They can be contacted on 9932 1000. If bringing your own food, the provided fridge and microwave must be left clean

### **21. FUNCTION ACCESS/TIMES**

As the facility is located in a residential suburb the following good neighbours guidelines must be adhered to:

- Activities and bump in may not commence prior to 8.30am on any weekday.
- Activities and bump in may not commence prior to 9.00am on weekends and public holidays.
- Events must finish and guests depart no later than 10.00pm on Friday and Saturday & 9.00pm Sunday - Thursday.
- The facility must be cleaned and fully vacated by 11.00pm on Friday and Saturday & 10.00pm Sunday – Thursday
- All private functions require a venue officer to be on site for the duration of the booking at an additional hourly rate. Large private bookings require a minimum of two weeks notice.

The hirer has the responsibility for setting up and clearing away all equipment to its original location. Furniture and equipment must not be dragged across the floor. All packing up should be completed immediately on termination of function. Clean up time is included in the hire period.

### **22. ACCESS**

#### **Repeat Users**

A swipe card to the building will be issued to the hirer prior to the event date. It is the hirer's responsibility to ensure that the building is locked and alarmed when unoccupied and on vacating the venue. The swipe card must be returned within 48 hours of the program's cessation.

#### **Casual Users**

A swipe card to the building is located in a lock box at the hall. The code and location will be provided upon confirmation of event booking. It is the hirer's responsibility to ensure that the building is locked and alarmed when unoccupied and on vacating the venue. The swipe card must be returned immediately to the lock box at the conclusion of the event.

### **23. NEIGHBOURHOOD**

Brooklyn is a residential neighbourhood with the hall located in its centre. Please respect the neighbours regarding noise levels and be aware there is limited parking onsite. Please ensure that no event organisers or guests park across driveways or block residential access.

#### **24. 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 a staff member. It is a requirement of Council that all electrical equipment brought into the venue is in good operational condition and displays current testing tags

#### **25. EMERGENCY PROCEDURE**

Hirers must acquaint themselves with the location of fire extinguishers and the position of emergency exits in the building. In the event of an emergency evacuation, hirers and patrons must evacuate the building in a calm orderly manner.

In the event of a fire 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.

Call 1300 179 944 9932 1212 (language line for those requiring an interpreter) for afterhours Council response for issues such as electrical, plumbing, animal control or security.

#### **26. EMERGENCY NUMBER**

The emergency services contact number is 000.