

## Contents

1. Introduction .....	3
2. Scope .....	3
3. Definitions .....	3
4. Requirements and Conditions.....	4
4.1. Access to the Facility .....	4
4.2. Adult Entertainment .....	5
4.3. Alcohol.....	5
4.4. Animals.....	6
4.5. Booking Process .....	6
4.6. Cancellations .....	6
4.7. Cash Handling.....	7
4.8. Child Safe Standards.....	7
4.9. Cleaning.....	7
4.10. Damage to Facility.....	7
4.11. Equipment.....	8
4.12. First Aid.....	8
4.13. Food Provision.....	8
4.14. Gambling .....	9
4.15. Hire Agreement .....	9
4.16. Hire Fees and Deposits.....	9
4.17. Hirer.....	10
4.18. Indemnity .....	10
4.19. Key Collection.....	11
4.20. Noise and Music .....	11
4.21. Partysafe.....	12
4.22. Permitted Hiring Times .....	12
4.23. Public Liability Insurance .....	12
4.24. Public Health Orders .....	13
4.25. Responsibility and Supervision.....	13

- 4.26. Safety..... 13
- 4.27. Security..... 14
- 4.28. Security Bond ..... 14
- 4.28.1. Mandatory Level 3 Security Bond ..... 15
- 4.28.2. Discretionary Level 1, Level 2 and Level 3 Security Bonds ..... 15
- 4.29. Set Up/Pack Up..... 16
- 4.30. Signage ..... 16
- 4.31. Smoke Machines, Candles, Flames and Pyrotechnics ..... 16
- 4.32. Smoking ..... 17
- 4.33. Transfer of Booking ..... 17
- 4.34. Waste ..... 17
- 5. Council Support..... 17
- 6. Appendices..... 17
- Appendix 1: Sample Booking Process ..... 18
- Appendix 2: Template Application for Hire and Terms and Conditions ..... 20
- Appendix 3: Template Confirmation of Hire ..... 30

## 1. Introduction

Community facilities in Knox include sports pavilions, community halls, meeting rooms, neighbourhood houses, and a variety of other facilities. They are vital to the community, providing a range of leisure, social, cultural and educational activities.

Council and the community work together to manage these facilities through occupancy agreements that govern the conditions of use. Where included in the occupancy agreements, the Facility Manager is permitted to hire out the facility on a casual basis to local community organisations, groups, businesses and individuals.

To ensure there is a consistent, fair, transparent and safe approach for the casual hire of its facilities, Council has developed the Casual Hire of Community Facilities Policy (the Policy). The Policy sets out the minimum standards for casual hire and must be adhered to by all organisations managing Council facilities.

The Casual Hire of Community Facilities Handbook has been designed as a practical resource to support facility managers in meeting the requirements of the Policy.

## 2. Scope

The Casual Hire of Community Facilities Policy applies to Casual Hire at all Council Facilities, including but not limited to:

- Community halls and meeting rooms;
- Community centres and neighbourhood houses;
- Kindergartens and playgroups;
- Senior citizens centres;
- Sporting pavilions;
- Scout and Guide halls;
- Rowville Community Centre;
- Carrington Park Leisure Centre;
- Knox Community Arts Centre; and
- Ferntree Gully Community Centre.

The Policy does not apply to the Regular Hire of Council Facilities, Commercial Organisations occupying Council Facilities, active sportsgrounds and fields of play, areas of open space, and Knox Civic Centre.

## 3. Definitions

<b>Casual Hire</b>	A hire arrangement for a one off occasion, or occasional but irregular use.
<b>Commercial Organisation</b>	A legal entity conducting activities for the purposes of deriving a financial return to the proprietors or shareholders.
<b>Community Managed Facility</b>	A Facility that is managed by a community organisation that manages hire arrangements, or a Facility that is located on Council land but owned by a community organisation that manages hire arrangements.
<b>Community Organisation</b>	A legal entity who provide services, support or activities to the Knox community and operates on a not-for-profit basis.
<b>Council</b>	Knox City Council including employees, agents and Ward Councillors.
<b>Council Managed Facility</b>	A Facility that is directly managed by Council, where a Council Officer acts as Facility Manager.

<b>Event</b>	The part of a hire period where the Facility is used by the Hirer and guests. The hire period may also include set up and set down times.
<b>Facility</b>	A venue for hire located on land which is owned or managed by Council. This includes facilities where Council is the owner of the building as well as facilities owned by other organisations.
<b>Facility Manager</b>	An appointed person with the responsibility of hiring out the Facility. This person could be a Council employee or a representative from a community organisation.
<b>Hire Agreement</b>	A document, signed by the Hirer, which sets out the terms and conditions associated with the casual use of the Facility. Also referred to as an Agreement for Hire.
<b>Hirer</b>	The community organisation, group or individual specified in the Hire Agreement and, where consistent with the context, includes the Hirer's employees, agents, invitees and persons the Hirer allows in the Facility.
<b>Liaison Officer</b>	The Council officer that is the primary point of contact between Council and the Facility Manager.
<b>Occupancy Agreement</b>	A lease, license agreement or seasonal tenancy agreement between Council and an external organisation that sets out the terms and conditions for the management and operation of a Facility.
<b>Public Health Orders</b>	Directions issued by Victoria's Chief Health Officer to contain the spread of disease, including COVID-19.
<b>Regular Hire</b>	A hire arrangement that provides regular use of the Facility, either on an ongoing basis or for a predetermined period of time. It is usually on a weekly or monthly basis.
<b>Security Bond</b>	A security payment made against damage to the building, fixtures and fittings, furniture and/or any cleaning undertaken by Facility Managers resulting from the Hirer's use of the premises.

## 4. Requirements and Conditions

The Facility Manager should consider the matters set out in this Section 4 when developing the terms and conditions for casual hire. If something is mandatory under Council's Casual Hire of Community Facilities Policy, it has been noted in each section. Recommended terms and conditions are also included for consideration.

### 4.1. Access to the Facility

Set up and pack down times must be included in the booking request and the Hirer must not access the Facility outside the hire period. If the Facility is accessed outside the hire period, or if the Hirer has not left the Facility at the end of the hire period, this is a breach of the Agreement and the Facility Manager may retain the Security Bond, as long as this has been set out in the Hire Agreement.

If the Facility has an alarm, the Hirer must ensure that the alarm is correctly disarmed on arrival and armed on departure. Guests and Hirers should leave the Facility in an orderly manner so as not to disturb neighbouring properties.

#### **Mandatory Conditions:**

- **The Hirer must not access or use any part of the Facility prior to or beyond the hire period. The booking time stated in the Application must include the time at which the first person will**

arrive at the Facility to set up and the time that the last person will leave the Facility. Any unauthorised access is prohibited. The Hirer must ensure that:

- the alarm keypad is used correctly to disarm the building on entry and set the alarm on exit;
  - all persons attending the Facility must leave in a quiet and orderly manner at the end of the hire;
  - all persons have left the Facility and the immediate surround of the Facility by the time stated in the Confirmation of Hire, or, if not stated, by latest time of use as per occupancy agreement schedule; and
  - upon exiting the Facility, the Facility is locked.
- If the Facility is accessed outside of the hire period, or if the Facility or the surrounding area is not vacated by the end time of the hire, this will be a breach of the Agreement for Hire and the Facility Manager may retain the Security Bond.

## 4.2. Adult Entertainment

Facilities may not be used for adult entertainment of any kind.

**Mandatory Condition:**

- **Adult entertainment is not permitted in any format.**

## 4.3. Alcohol

The *Victorian Commission for Gambling and Liquor Reform* (VCGLR) sets out the rules for selling, offering and serving of liquor. A liquor licence from VCGLR is required if alcohol is sold or given away (such as in a raffle). A liquor licence is not required for the general consumption of alcohol at parties or functions, if it is not being sold.

Casual hirers are not permitted to sell alcohol. If one or more free alcoholic drinks are included in the price of an entry fee it is considered to be a sale.

If an existing liquor licence is in place at the Facility, hirers must adhere to the terms and conditions, such as the designated area in which alcohol is permitted and the times alcohol can be consumed. The Facility Manager is responsible for informing the Hirer of any requirements under the associated liquor licence. The Facility Manager can also choose to ban alcohol from the Facility.

In the interest of community safety and wellbeing, Council supports environments that promote responsible drinking practices.

More information on liquor licensing and the provision of alcohol can be found at the VCGLR website on [www.vcglr.vic.gov.au](http://www.vcglr.vic.gov.au).

**The Hire Agreement must set out any Facility requirements in relation to alcohol provision and consumption.**

**Mandatory Conditions:**

- **The Hirer must not sell alcohol at the Facility or include alcohol in the price of an entry fee.**
- **The Hirer must not allow alcohol to be consumed at the Facility, unless this is expressly permitted in the confirmation of hire provided by the Facility Manager to the Hirer. If the consumption of alcohol is permitted, then without limiting any of the Hirer's other obligations under this Agreement for Hire, the Hirer must comply with the following requirements:**
  - **The Hirer must adhere to the terms and conditions of the existing liquor licence for the Facility, as notified by the Facility Manager to the Hirer (eg: the designated area/s in which alcohol is permitted, and the times when alcohol can be consumed).**

- **The Hirer must comply with all requirements of the *Victorian Commission for Gambling and Liquor Reform (VCGLR)*.**
- **The Hirer must comply with any further restrictions set out in the confirmation of hire.**

#### 4.4. Animals

Facility Managers can determine whether animals, such as mobile petting farms, are permitted at the Facility. If allowing access, Facility Managers must obtain public liability insurance documentation from the provider prior to the booking.

If the outdoor area space is shared or publically accessible, the Facility Manager must seek written approval from Council before permitting Hirers to bring animals into the outdoor area.

Service animals must always be allowed.

#### 4.5. Booking Process

Facility Managers can set up their own booking processes to best suit them. It can be online or paper-based. A sample booking process is available in Appendix 1. It is recommended that Facility Managers provide a copy of the terms and conditions to all prospective hirers prior to the Hirer making a booking request. If the Hirer's booking request is accepted, the confirmation must be signed by the Facility Manager, following execution by the Hirer. This provides a written record that the hirer agrees to abide by the terms and conditions. Templates are available in Appendix 2 and Appendix 3 which can be adapted to suit the requirements of your facility.

#### 4.6. Cancellations

On occasion, there is need for a booking to be cancelled by either the Hirer or the Facility Manager. The Hire Agreement should include conditions that set out what will happen in either of these circumstances.

If set out in the Hire Agreement, the Facility Manager may charge a reasonable cancellation fee of either a set amount or a portion of the Hire Fee.

Sometimes the need arises for Council or the building owner to close community access to the Facility, such as for emergency support or maintenance works. The Hire Agreement should alert Hirers to this possibility, and should refund any costs to the Hirer where such an issue forces the cancellation of the booking.

##### **Mandatory Conditions:**

- **The Facility Manager may cancel the booking if the Hirer breaches the Agreement for Hire, if the Facility is required by Knox City Council as an Emergency Relief Facility, closed in accordance with Knox City Council's Declared Fire Danger Rating Procedures, or the Facility is affected by flooding, gas leak, electrical outage, blocked drains or other such incident.**
- **In the event of such termination, the Facility Manager will refund the Hire Fees, Security Bond and any other fees charged. The Facility Manager will not be liable to pay any other compensation to the Hirer.**

##### **Recommended Conditions:**

- **Where cancellation is received by the Facility Manager less than X days prior to the hire date, a cancellation fee of \$X will apply. Where cancellation is received by the Facility Manager less than 7 days prior to the hire date, a cancellation fee equal to the Hire Fees will apply. Where an ongoing booking is cancelled less than X days prior to the hire date, the cancellation fees will**

**only apply to any bookings within the X day period, not the entire booking. All cancellations or request to change a booking must be made in writing, by email or mail, to the Facility Manager.**

#### 4.7. Cash Handling

To ensure the safety and security of the Facility, Council prefers that cash is not permitted to be left in the Facility overnight or when the Facility is not in use.

**Recommended Condition:**

- **No cash is to be left at the Facility by the Hirer at any time.**

#### 4.8. Child Safe Standards

The Child Safe Standards were introduced to promote the safety of children, prevent child abuse and ensure organisations have effective processes in place to deal with allegations of child abuse. All organisations that provide services and facilities for children are required by law to implement Child Safe Standards. Further information on the Child Safe Standards is available from the Commission for Children and Young People at <https://ccyp.vic.gov.au/child-safety/>.

Facility Managers must comply with the Child Safe Standards if the Facility is hired out to organisations, groups, businesses or individuals that are providing a service or facility for children. The Hirer must also comply with the Child Safe Standards. The Facility Manager is not required to obtain evidence that the Hirer complies with the Child Safe Standards, however the terms and conditions must include an acknowledgement from the Hirer that it is compliant with the Child Safe Standards.

**Mandatory Condition:**

- **If the Hirer is an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005 (Vic)* and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005 (Vic)* (as amended from time to time).**

#### 4.9. Cleaning

The Facility Manager must set out the cleaning process for the Facility and the expectations for how the Facility is to be left at the end of the Hire in the Hire Agreement. This could include a general requirement that the Facility must be kept clean and tidy, as well as more detailed requests such as ensuring crockery and cutlery is washed, dried and put away, locking internal doors, turning heaters and lights off.

**Recommended Condition:**

- **The Facility must be kept in good order and left in a clean and tidy state, with all specified cleaning tasks carried out at the end of the Hire.**

#### 4.10. Damage to Facility

Hirers are responsible for any damage caused to the Facility during the period of hire. This includes damage caused by putting up decorations or similar items. Hirers must not use nails, screws or other items that pierce any part of the Facility. Facility Managers may provide approval in advance for Hirers to affix decorations using other methods.

**Mandatory Conditions:**

- **The Hirer must ensure that the floors, walls or any parts of the Facility are not broken or pierced in any way by any nail, screw or any other means. No audio, electrical or TV installation, decorations, posters, advertisements, flags, shields, emblems or any other thing shall be**

attached, erected, fixed, hung or displayed in or on the Facility, unless approval is provided in writing either in the Confirmation of Hire or in response to a written request from the Hirer. The Hirer is responsible for any damage to the building or any internal part of it caused by any such items.

- **The Hirer is responsible for any damage to the Facility, including the area surrounding the Facility, fences, fittings, furniture, curtains, equipment, and other property at the Facility, that occurs during the hire period or as a result of, or in connection with, the Hirer’s hire of the Facility.**

## 4.11. Equipment

Facility Managers are not obliged to provide any equipment to Hirers. Facility Managers should advise Hirers prior to the booking what is available for use. If equipment is provided, the Facility Manager should ensure that it is maintained in good condition and is safe to use. Any mechanical and electrical equipment must meet Australian Standards, be serviced in line with manufacturer’s recommendations. Portable electrical equipment must be tested and tagged by a qualified tester.

All electrical appliances brought into the Facility by the Hirer must be tested and tagged by a qualified tester and set up and used safely.

Facility Managers can decide whether to permit storage of Hirer’s equipment at the Facility overnight. If permitted, the Hire Agreement should note that any equipment stored at the Facility is done so at the Hirer’s risk.

### Recommended Condition:

- **Electrical equipment provided by the Hirer must be tested and tagged by a qualified tester, set up and used safely.**
- **The Facility Manager shall be under no obligation to provide any equipment in the Facility for the hire or to the Hirer under any circumstances.**
- **No equipment may be stored by the Hirer at the Facility without the prior written consent of the Facility Manager. Any equipment stored at the Facility is done so at the Hirer’s own risk.**

## 4.12. First Aid

It is the responsibility of each Hirer to ensure the provision of adequate first aid coverage during their period of use. Hirers are responsible for dealing any injuries occurring within the Facility or its immediate surrounds. Facility Managers are not required to provide a first aid kit for Hirers. Facility Managers should make Hirers aware of this requirement.

### Mandatory Condition:

- **Hirers are responsible for the provision of first aid during the period of booking.**
- **The Hirer must comply with the emergency plan established by the Facility Manager, and any directions the Facility Manager may give, for the handling of any injuries occurring within the Facility or within the immediate vicinity of the Facility.**

## 4.13. Food Provision

Any food provision must meet the requirements of the *Food Act 1984 (Vic)*. If the Hirer is using a person or company to provide catering, the Hirer must ensure that the caterer is a registered food business.

If the Hirer wishes to sell food, they are required to obtain the relevant permits and provide evidence of these to the Facility Manager that they have done so. Temporary or mobile food premises can use the



Streatrader website at [streatrader.health.vic.gov.au](http://streatrader.health.vic.gov.au). More information can also be found on the Victorian Government's website at [www2.health.vic.gov.au/public-health/food-safety](http://www2.health.vic.gov.au/public-health/food-safety).

**Mandatory Conditions:**

- **The Hirer must demonstrate that it has obtained the necessary permits for the preparation of food for sale.**
- **The Hirer must ensure that, where any catering is provided by a person or company that person or company is registered under the *Food Act 1984 (Vic)*.**

**Recommended Condition:**

- **No food or refreshment of any kind shall be sold at the Facility without the prior written consent of the Facility Manager. The Facility Manager may withhold its consent, for any reason, and any consent given can be on any terms the Facility Manager considers appropriate, at its absolute discretion.**

#### 4.14. Gambling

Gambling and electronic gaming are not permitted within the Facility. Raffles and fundraising events can be held for fundraising purposes where VCGLR has declared the organisation is a community or charitable organisations, and a minor gambling permit has been obtained. Facility Managers must ensure that a permit is in place if these activities planned, and may be liable if another organisation is conducting these activities on the premises without a permit. Casino nights are not permitted.

Some activities do not require a minor gaming permit, but these can only be carried out by declared community and charitable organisations and in accordance with the rules set out by VCGLR.

For more information, visit the VCGLR website on <https://www.vcglr.vic.gov.au/>. Fact sheets are available for minor gambling permits at

[https://www.vcglr.vic.gov.au/sites/default/files/fundraising\\_involving\\_minor\\_gaming\\_activity.pdf](https://www.vcglr.vic.gov.au/sites/default/files/fundraising_involving_minor_gaming_activity.pdf) and bingo at <https://www.vcglr.vic.gov.au/gambling/bingo/licensee-resources/faqs>.

**Mandatory Condition:**

- **Gambling and gaming equipment is not permitted within the Facility. Raffles and bingo (which may require a permit) conducted for fundraising purposes are permitted. Casino nights are not permitted.**

#### 4.15. Hire Agreement

A Hire Agreement is the document that sets out the terms and conditions for the use of the facility. The Hire Agreement must include all mandatory conditions required by Council, along with any other facility-specific conditions that the Facility Manager deems necessary. It is recommended that Facility Managers seek legal advice to confirm that the Facility's Hire Agreement is legally binding.

**A Hire Agreement must be in place and signed by the Hirer and the Facility Manager at least 7 days prior to the date of the booking.**

#### 4.16. Hire Fees and Deposits

Hire fees for Council Managed Facilities are set by Council as part of the annual budgeting process.

Facility Managers of Community Managed Facilities are responsible for setting their own hire fees. Hire fees must be set in advance, clearly advertised and apply to all hirers. Fees should be set at a level which allows operational costs to be covered while ensuring that Council's aim of optimising community access to its facilities can also be met.

Facility Managers may choose to request a deposit when taking a booking, or full payment at the time of booking. The process for receiving deposits and/or full payments is for the Facility Manager to determine.

#### 4.17. Hirer

Hire Agreements can only be entered into by adults aged over 18 years. Facility Managers must ensure the Hirer is over 18 years of age. It is recommended that Facility Managers require Hirers to provide photo identification at the time of booking to prove their age and address.

#### 4.18. Indemnity

The Hirer must agree to provide indemnity in favour of Council and the Facility Manager. Indemnity means that the Hirer uses the Facility at their own risk, and that Council and the Facility Manager are not liable for any accident, damage, loss or injury. If the accident, damage, loss or injury is caused by a negligent or unlawful act, omission or default, of Council or the Facility Manager, they will remain liable.

**Mandatory Condition:**

- **The Hirer will use the Facility solely at the risk of the Hirer and releases to the full extent permitted by law the Facility Manager and the Knox City Council and their servants and agents from all claims and demands of any kind for or resulting from any accident, damage, loss or injury occurring in or at the Facility, except to the extent that any accident, damage, injury or loss is caused by the negligent or unlawful act, omission or default of the Facility Manager or the Knox City Council, as the case may be.**
- **The Hirer at all times indemnifies and will continue to indemnify, hold harmless and defend the Facility Manager and the Knox City Council against any losses which any of them suffer or incur as a result of any demand, suit, action, claim or proceeding against the Facility Manager or the Knox City Council where the losses arise as a direct or indirect result of any of the following:**
  - **personal injury, including sickness and death;**
  - **property damage;**
  - **a breach of an obligation of confidence or privacy, whether under this Agreement for Hire or otherwise;**
  - **fraudulent acts or omissions of the Hirer or any of its agents, servants, employees, contractors, associates or invitees;**
  - **any wilful misconduct or unlawful act or omission by the Hirer or any of its agents, servants, employees, contractors, associates or invitees; or**
  - **any third party claim arising out of a breach of this Agreement for Hire by the Hirer or any of its agents, servants, employees, contractors, associates or invitees (including breach of warranty) or any negligent act or omission of the Hirer or any of its agents, servants, employees, contractors, associates or invitees.**
- **The Hirer releases, to the fullest extent possible at law, the Facility Manager and the Knox City Council from any liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Facility.**
- **The Agreement for Hire does not bind the Knox City Council. The Agreement for Hire does not fetter or restrict the powers or discretions of the Knox City Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Facility, the hire, the Hirer or the Facility Manager.**

#### 4.19. Key Collection

Facility Managers must make arrangements for key collection at a mutually agreeable time. Keys should not be provided unless the Hirer has paid the Security Bond and provided all required documentation, including public liability insurance Certificate of Currency and, where required, evidence of Partysafe registration.

If a key is lost or not returned as arranged, the Facility Manager must be reported to Council immediately. Council will decide if the keys and/or locks at the Facility need to be changed. If this occurs, Facility Managers will be required to reimburse Council for this cost. The Facility Manager may retain all or part of the Hirer's Security Bond to cover any costs, and can invoice the Hirer for additional costs if the Security Bond doesn't cover the full amount, if this was included in the Hire Agreement.

**Mandatory Condition:**

- **The Hirer must collect the keys directly from the Facility Manager. The Hirer must return the keys to the Facility Manager at a time mutually agreed between the Hirer and Facility Manager, but no later than 48 hours after the hire ceases.**
- **If any key is lost or not returned, the Facility Manager will notify the Knox City Council, who will, in its sole discretion, decide whether to replace the key and/or change the lock(s) relevant to the key. The Facility Manager is required to pay the Knox City Council for all costs associated with the replacement of any key and/or changing of locks at the Facility.**
- **The Facility Manager may retain all or part of the Security Bond if any key is not returned and, if the costs for the replacement of any keys and/or locks exceed the Security Bond, the Hirer must pay the difference to the Facility Manager. The Facility Manager can refuse to hire and can cancel any future booking by the Hirer if the Hirer does not pay the difference within 7 days of a request to do so.**

#### 4.20. Noise and Music

It is important to ensure that the use of the Facility does not negatively impact on the peace and quiet of the local neighbourhood. To reduce noise disturbances, the Environment Protection Agency (EPA) *Environment Protection (Residential Noise) Regulations* should be followed in relation to the prohibited times for noise from musical instruments, stereos, radios, televisions and PA systems.

The times set out by the EPA relate to noise only, not to access times. A booking may be made for outside the noise restriction times, if permitted under the Occupancy Agreement, however there must be no noise disturbance to residents of surrounding properties, in line with the noise restriction times.

Facility Managers that do not inform Hirers of their responsibilities in relation to noise and music may be included in any investigations and enforcement actions taken as a result of complaints about noise disturbances at the Facility.

**Mandatory Conditions:**

- **All music (live or amplified) must cease by 10.00pm Sunday to Thursday or 11.00pm Friday, Saturday and the night before a public holiday. Noise must not commence before 7.00am Monday to Thursday or 9.00am Saturday, Sunday and public holidays. Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Facility must not be louder than that of a normal conversation when heard at any adjoining buildings, businesses or residences. The Hirer must ensure that his/her/its use of the Facility does not cause any disturbance to the peace and quiet of the neighbourhood.**

#### 4.21. Partysafe

The Partysafe Program is a Victoria Police program that provides advice on hosting a safe party, reduces the risk of violence or gatecrashers, encourages the responsible serving of alcohol, and helps local police in provide assistance if required. Victoria Police advise that registrations should be submitted as early as possible, and at least one week before the booking date. Hirers can register at the local police station or online at <https://www.police.vic.gov.au/party-safe>.

Registering the event with Partysafe at least one week prior to the booking is mandatory if the booking requires a Mandatory Level 3 Security Bond (see 4.26.1). This applies if the Event meets all of the following criteria:

- alcohol is being consumed; and
- duration of 4 hours or more; and
- attendance is expected to be more than 75 people.

The Hirer must provide the Facility Manager with proof of registration with Partysafe at least one week prior to the booking.

If a booking does not meet all of the above criteria, Facility Managers can request that the booking is registered with Partysafe as a condition of the Hire. It is strongly recommended that bookings that meet some, but not all, of the above conditions, register with Partysafe.

**Mandatory conditions:**

- **The Hirer must register the event with the Victoria Police PartySafe Program if:**
  - alcohol is planned to be consumed at the event;
  - the duration of the event will be four or more hours; and
  - attendance at the event is expected to be more than 75 people.
- **The Facility Manager may terminate any hire of the Facility where proof of registration is not delivered to the Facility at least seven (7) days prior to the date of the hire.**

#### 4.22. Permitted Hiring Times

The Occupancy Agreement between Council and the Facility Manager sets out the times that the Facility is can be used.

**Any agreement for casual hire of Community Managed Facilities must not extend beyond the permitted days and/or times of use.**

#### 4.23. Public Liability Insurance

Public Liability Insurance covers claims made by a member of the public against injury or property damage. Hirers are required to have their own public liability insurance as the public liability insurance held by Council and/or the Facility Manager does not provide cover for the hirer.

Hirers' public liability insurance must provide cover to a minimum of \$20million which is valid for the date of hire. A Certificate of Currency confirming the cover must be provided the Facility Manager before access is permitted.

If the Hirer does not have public liability insurance, cover may be purchased from Council for bookings in Council Facilities. Hirers will need to provide details of the booking along with written confirmation from the Facility Manager or, where required, the relevant Council department. Hirers should allow sufficient time to ensure cover can be provided in a timely manner. For more information, Hirers can contact Council's Customer Service Team on 9298 8000.

**Mandatory Condition:**

- **The Hirer must have public liability insurance with a minimum of \$20 million cover for any one event with respect to any personal injury, death or property damage. The Hirer must provide the Facility Manager with a certificate of currency for the policy, and a copy of the policy. The policy must be valid for the date(s) of hire and provide cover to the satisfaction of the Facility Manager.**
- **The Facility Manager may terminate any hire of the Facility where a certificate of currency and a copy of the policy are not delivered to the Facility at least seven (7) days prior to the date of the hire.**

#### 4.24. Public Health Orders

Facility Managers and Hirers must abide by all Public Health Orders, including COVID-19 restrictions mandated by the Victorian Government or any other relevant bodies.

Facility Managers must provide Hirers with Facility information to Hirers to enable adherence to public health orders, including, but not limited to:

- Density limits;
- Capacity;
- QR code check in; and
- Vaccination requirements.

Facility Managers must provide the Hirer with all necessary information to ensure the Hirer can adhere to the Facility's COVID Safe Plan.

#### 4.25. Responsibility and Supervision

To support the safety of guests and reduce risk, a representative of the Hirer must remain at the facility at all times. Guests under the age of 18 must be appropriately supervised. In addition, hirers must only invite guests to attend the Facility by direct invitation if the booking meets all of the following criteria:

- alcohol is being consumed; and
- duration of 4 hours or more; and
- attendance is expected to be more than 75 people.

It is recommended that attendance at all party and function bookings are by direct invitation, however for the criteria listed above this is mandatory.

**Mandatory Conditions:**

- **A representative of the Hirer must remain at the Facility at all times when the Facility is accessed during the during the hire period and must ensure that all children (persons under the age of 18) are supervised by an appropriate adult at all times while at the Facility or within the immediate vicinity of the Facility during the hire period.**
- **The Hirer must only invite guests by direction invitation if:**
  - alcohol is planned to be consumed at the event;
  - the duration of the event will be four or more hours; and
  - attendance at the event is expected to be more than 75 people.

#### 4.26. Safety

All Facilities are subject to a cap on the numbers allowed inside. This is set out in the Occupancy Certificate for the building. The Facility Manager must advise the Hirer of the limit, and it is the Hirer's

responsibility to ensure that the capacity is not exceeded. If a Facility Manager is unsure of the venue capacity, they should contact their Liaison Officer to obtain this information.

In case an evacuation is required, the Hirer must ensure that exits, doors, corridors and gateways are kept clear.

**Mandatory Conditions:**

- **The Hirer must ensure that the capacity of the Facility is not exceeded at any time.**
- **The Hirer must ensure that at all times exits, doors, corridors and gateways are kept clear so that they can be used immediately in the event of an emergency.**

#### 4.27. Security

Hiring security services helps to improve the safety of guests and reduce the risk of incidents at the Facility. Security services must be in place if the Event meets the following criteria:

- alcohol is being consumed; and
- duration of 4 hours or more; and
- attendance is expected to be more than 75 people.

The ratio of security guards to guests is 1 guard for every 75 guests. For example, if there are less than 75 guests, one security guard is required. If there are 76 to 150 guests, two security guards are needed.

The security services used must be the holder of a Private Security Business Licence or Private Security Individual Licence under the Victoria Police Licensing and Regulation Division. Hirers must provide evidence to Facility Managers that licensed security services have been engaged before access to the Facility can be permitted.

**Mandatory Condition:**

- **The Hirer must engage licensed security services at a ratio of one (1) security guard for every 75 guests for the duration of the event if:**
  - alcohol is planned to be consumed at the event;
  - the duration of the event will be four or more hours; and
  - attendance at the event is expected to be more than 75 people.
- **The Facility Manager may terminate any hire of the Facility where proof of engagement is not delivered to the Facility Manager at least seven (7) days prior to the date of the hire.**

#### 4.28. Security Bond

A bond provides security against damage to the building, furniture, fittings, equipment, or in case of additional cleaning being required. The Security Bond will be held by the Facility Manager until the hire is complete and the Facility Manager has inspected the Facility and confirmed it has been left in a suitable condition. Any costs for repair, replacement, cleaning or anything else that occurs as a result of the hire must be deducted from the Security Bond. If these costs exceed the value of the Security Bond, the Hirer will be liable for the full cost, and must be invoiced by the Facility Manager. Where no issues have occurred, the Facility Manager must promptly return the full value of the Security Bond.

A Security Bond must be paid by all Hirers in full at least 7 days before the commencement of the booking. The Facility Manager should specify in the Hire Agreement a date that the Security Bond is due and must not provide keys to access the facility unless payment has been received.

The fees for Security Bonds are determined by Council annually as part of its budget processes. There are three categories of Security Bonds – Level 1, Level 2 and Level 3.

#### 4.28.1. Mandatory Level 3 Security Bond

A Mandatory Level 3 Security Bond must be applied where the Event meets all of the following conditions:

- alcohol is being consumed; and
- duration of 4 hours or longer; and
- attendance is expected to be more than 75 people.

If the Mandatory Level 3 Security Bond applies, the Hirer must:

- register the booking with the Partysafe Program; and
- engage licensed security services; and
- ensure the event is invitation only.

If the booking is at a Council Managed Facility, a Council Duty Officer must be on site at all times.

**See 4.21, 4.24, and 4.27 for details of conditions that must apply if a booking requires a Mandatory Level 3 Security Bond.**

#### 4.28.2. Discretionary Level 1, Level 2 and Level 3 Security Bonds

If the booking does not meet the requirements for a Mandatory Level 3 Security Bond, the Facility Manager must assess the booking to determine the appropriate level of Security Bond is to be applied. Facility Managers should take into consideration:

- Consumption of alcohol
- Number of attendees
- Duration of hire
- Time of hire
- Previous bookings by the hirer
- Type of activity
- Suitability of venue/amenity for the Hirer's activity
- Occupancy capacity
- Contents of Facility

#### **Mandatory Conditions:**

- **A "Security Bond" of the amount nominated in the Confirmation of Hire must be paid in full by seven days before the hire or by any other date stated in the Confirmation of Hire. Failure to pay the Security Bond by the due date may result in the termination of the Agreement for Hire.**
- **The Security Bond will be held as security for any damage to the Facility (including the surrounds of the Facility and any equipment or items at the Facility), for any cleaning arranged by the Facility Manager if the Facility is left in an unclean condition or for any other breach of the Agreement for Hire. The cost to the Facility Manager of any damage cleaning, repair or replacement or incurred by the Facility Manager as a consequence of any breach of the Agreement for Hire by the Hirer, will be deducted from the Security Bond. Unless the Facility Manager has recourse, or proposes to have recourse, to the Security Bond, the Security Bond will be returned within 14 business days after the hire.**
- **Where any provision of the Conditions of Hire permits the Facility Manager to retain all or part of the Security Bond in particular circumstances, but the cost of rectifying the circumstances for which the Security Bond may be retained, including, without limitation, making repairs,**

replacing items or performing cleaning, exceeds the amount of the Security Bond, the difference will be a debt immediately due and payable by the Hirer to the Facility Manager on issue of an invoice by the Facility Manager to the Hirer.

#### 4.29. Set Up/Pack Up

To ensure there is no overlap with bookings, time to set up and pack up should be included in the hire period. The Facility Manager can agree with each Hirer if the room is to be set up in advance or if it is the Hirer's responsibility to do this.

**Recommended Condition:**

- **The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period on the Application. All equipment, goods and other items brought into the Facility by the Hirer must be removed from the Facility at the end of the Hire.**

#### 4.30. Signage

Signage on Council land must be in line with the Knox Planning Scheme. Council's *Community Signage on Council Open Space Policy* sets out what types and sizes of signs can be displayed to ensure compliance with the Planning Scheme. Hirers must follow the Policy. For more details, Hirers should review the Policy on Council's website.

**Mandatory Condition:**

- **Any signage displayed at the Facility in relation to the Hirer's use of the Facility, must comply with Council's Community Signage on Council Open Space Policy.**

#### 4.31. Smoke Machines, Candles, Flames and Pyrotechnics

To protect the Facility, Hirers are not permitted to use smoke machines or any kind of pyrotechnics at the Community Managed Facilities. Facility Managers can decide whether to allow the use of lit candles and naked flames. It is strongly recommended that lit candles and naked flames are only permitted on birthday cakes or similar, and are not permitted for decorative purposes.

Council Managed Facilities may allow the use of smoke machines, subject to any safety conditions which Council may impose.

**Mandatory Conditions for Community Managed Facilities:**

- **The Hirer must ensure that no smoke machines or any form of pyrotechnics, are used at the Facility. The Hirer is liable for:**
  - **the cost of any attendance by any emergency services at the Facility in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and**
  - **any damage to any part of the Facility or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.**
- **Barbecues must be located at least 4 metres away from the Facility and gas bottles must not be stored at the Facility.**

**Mandatory Conditions for Council Managed Facilities:**

- **The Hirer must ensure that no pyrotechnics of any form are used at the Facility. The Hirer is liable for:**



- the cost of any attendance by any emergency services at the Facility in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and
- any damage to any part of the Facility or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.
- **The Hirer must ensure that use of smoke machines is carried out only under the supervision of an approved technician appointed by the Facility Manager.**

#### 4.32. Smoking

In accordance with Council's Smoke Free Festival, Events and Council Facilities Policy, smoking is not permitted within the enclosed areas of the Facility or within 4 metres of an enclosed area of the Facility.

**Mandatory Condition:**

- **Smoking is not permitted within the Facility including the immediate vicinity of the Facility or within 4 metres of the external doors of the Facility.**

#### 4.33. Transfer of Booking

The Hirer must not transfer the booking to another organisation or individual unless the Facility Manager agrees to this in writing prior to the booking. If the Facility Manager agrees to a booking transfer, they must ensure that all necessary documentation, including a signed Hire Agreement and public liability insurance Certificate of Currency, is obtained from the new Hirer before access can be provided.

**Mandatory Condition:**

- **A Hirer must not assign the right to use the Facility to any other person, without the Facility Manager's prior written consent, which may be given subject to such conditions as the Facility Manager considers appropriate or may be withheld at the Facility Manager's absolute discretion.**

#### 4.34. Waste

Facility Managers must ensure that Hirers dispose of their rubbish and recycling in an appropriate manner. Consideration should be given to whether the Facility has sufficient capacity in the rubbish and recycling bins to cater for both Regular Hire and Casual Hire, or whether Casual Hirers should be required to remove all rubbish and recycling at the end of the hire period.

**Recommended Condition:**

- **At the end of the hire, all waste (rubbish and recycling) must be placed in the appropriate bin or receptacle/removed from site.**

### 5. Council Support

If you have any questions in relation to casual hire of community facilities, you should contact your Liaison Officer in the first instance.

### 6. Appendices

Appendix 1: Sample Booking Process

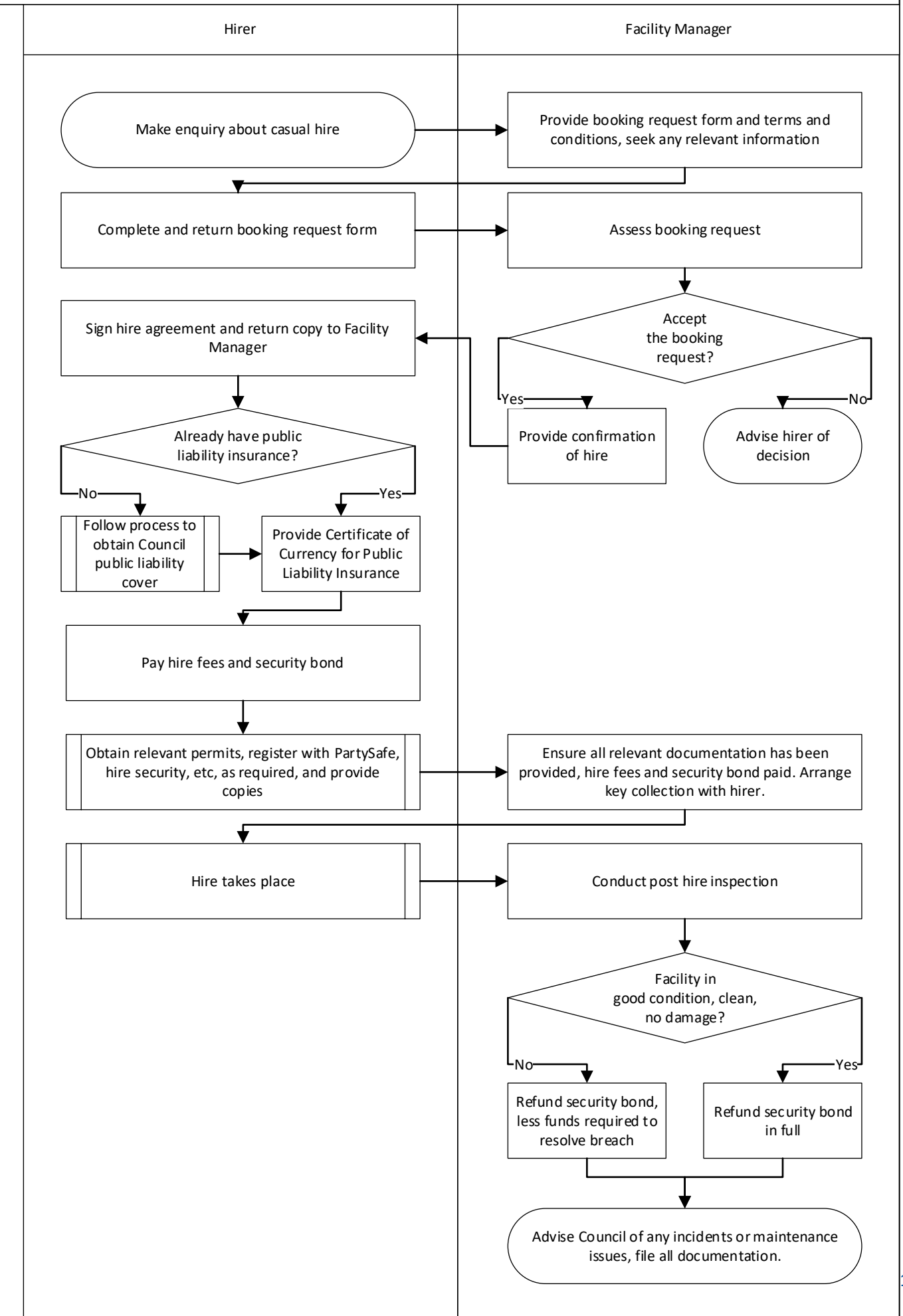
Appendix 2: Template Application for Hire and Terms and Conditions

Appendix 3: Template Confirmation of Hire

## Appendix 1: Sample Booking Process

The document overleaf is a flow chart for a booking process that provides an example of how Facility bookings can be managed. This can be used as is, or used as a guide to develop a Facility-specific process.

# Sample Booking Process



## Appendix 2: Template Application for Hire and Terms and Conditions

The document overleaf is a template that Facility Managers can use to take bookings and set out terms and conditions of hire. The template includes all mandatory conditions as set out in the Casual Use of Community Facilities Policy.

The sample terms and conditions are colour coded as follows:

- Blue text indicates a mandatory condition that is required under the Policy;
- Green text indicates a recommended condition that can be removed or adapted as required;
- Red text indicates where the Facility Manager must insert specific information, such as the facility name and contact information.

Colour coding should be removed once any required adaptations have been made.

# APPLICATION FOR HIRE:

## FACILITY

### APPLICANT DETAILS

Name:	
Organisation: (if applicable)	
Postal address:	
Phone:	
Email:	

### BOOKING REQUEST

Date of hire:				
Time of hire:	Set up time:		Event start time:	
	Event finish time:		Pack up finish time:	
Purpose of hire:				
Number attending:		Will alcohol be consumed during the booking?		

### PUBLIC LIABILITY INSURANCE

Hire is not permitted without current public liability insurance. Proof of public liability insurance is required before access will be granted. Please attach a copy to this booking request.

### ACCESS TO FACILITY

Access to the Facility is provided via a key that must be collected from the representative. You will be required to contact the Facility Manager to arrange for collection and return of the key. Please note that access to the Facility is not permitted outside the booking times as per the Conditions of Hire.

### PAYMENT

A request for payment of hire fees and bond will be forwarded with the confirmation of hire once the booking has been approved by the Facility Manager.

### AGREEMENT AND CONDITIONS OF HIRE

I hereby make this application and acknowledge having read the attached Conditions of Hire and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions. I have also read and agree to abide by the cancellation information found within the Conditions of Hire document.

If my application is accepted, then the Facility Manager will prepare a Confirmation of Hire for me to sign. I acknowledge and agree that no agreement for the hire of the Facility will be created unless and until the Facility Manager has counter-signed the Confirmation of Hire (following execution by me) and returned a copy of the fully-signed Confirmation of Hire to me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# CONDITIONS OF HIRE

## FACILITY

### 1. Application

An application to hire **Facility Name** (“**the Facility**”) must be made using the supplied booking request form (“**Application**”). The application must be submitted to the **Facility Manager Inc Incorporation Number** (“**the Facility Manager**”) by email to **contact email** or delivered to **postal address**.

When an Application is made by a person on behalf of an organisation, club or group of people, the person making the Application warrants that he or she is authorised by the organisation, club or group of people to submit and sign the Application on their behalf and bind it or them to comply with these Conditions of Hire on its or their behalf. Proof of authorisation must be provided in writing when requested by the Facility Manager.

These Conditions of Hire use the term “**Hirer**” to refer to:

1.1 if an Application is submitted by a person on his or her own behalf, that person; or

1.2 if an Application is submitted on behalf of an organisation, club or group of people, the person submitting the Application and that organisation, club or group of people.

### 2. Agreement for Hire

2.1 The submission of an Application is an offer by the Hirer to hire the Facility and to enter into an agreement for hire on the terms set out in these Conditions of Hire. The Facility Manager reserves the right to refuse an Application for any reason. In response to an Application by the Hirer, the Facility Manager may send a written acceptance of the Hirer’s request (“**Confirmation of Hire**”) to the Hirer to enter into an agreement with the Hirer. Subject to clause 2.2, an “**Agreement for Hire**” will come into existence between the Facility Manager and the Hirer on the date of the Confirmation of Hire. The Agreement for Hire will be evidenced by the Confirmation of Hire, these Conditions of Hire, and the Application. In the event of any inconsistency between the documents, they shall take precedence in the order stated in the previous sentence.

2.2 In the event that the Facility Manager is only prepared to accept an Application subject to conditions, the Facility Manager will specify such conditions to the Hirer in the Confirmation of Hire. In such circumstances, an Agreement for Hire will be deemed to come into existence on the Facility Manager’s receipt of payment of the Hire Fees by the Hirer.

### 3. Hire Fees

The “**Hire Fees**” are set out in the Confirmation of Hire. Hire Fees must be paid by the Hirer to the Facility Manager in full at least [**payment date**] prior to the hire or by any other date stipulated in the Confirmation of Hire. Failure to pay the Hire Fees by the due date may result in the termination of the Agreement for Hire by the Facility Manager.

### 4. Security Bond

A “**Security Bond**” of the amount nominated in the Confirmation of Hire must be paid in full by the Hirer to the Facility Manager at least seven days before the hire or by any other date stated in the Confirmation of Hire.

Failure to pay the Security Bond by the due date may result in the termination of the Agreement for Hire by the Facility Manager.

The Security Bond will be held as security for any damage to the Facility (including the surrounds of the Facility and any equipment or items at the Facility), for any cleaning arranged by the Facility Manager if the Facility is left in an unclean condition or for any other breach of the Agreement for Hire. The cost to the Facility Manager of any damage cleaning, repair or replacement or incurred by the Facility Manager as a consequence of any breach of the Agreement for Hire by the Hirer, will be deducted from the Security Bond. Unless the Facility Manager has recourse, or proposes to have recourse, to the Security Bond, the Security Bond will be returned within 14 business days after the hire.

Where any provision of the Conditions of Hire permits the Facility Manager to retain all or part of the Security Bond in particular circumstances, but the cost of rectifying the circumstances for which the Security Bond may be retained, including, without limitation, making repairs, replacing items or performing cleaning, exceeds the amount of the Security Bond, the difference will be a debt immediately due and payable by the Hirer to the Facility Manager on issue of an invoice by the Facility Manager to the Hirer.

## **5. Condition of Facility**

The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of the Facility Manager, the Facility, and all fixtures, fittings, equipment or items at the Facility, are deemed to be in a good and clean condition and working order at the start of the hire.

## **6. Insurance**

The Hirer must have public liability insurance with a minimum of \$20 million cover for any one event with respect to any personal injury, death or property damage. The Hirer must provide the Facility Manager with a certificate of currency for the policy, and a copy of the policy. The policy must be valid for the date(s) of hire and provide cover to the satisfaction of the Facility Manager.

The Facility Manager may terminate any hire of the Facility where a certificate of currency and a copy of the policy are not delivered to the Facility at least seven (7) days prior to the date of the hire.

## **7. Indemnity**

The Hirer agrees to indemnify, keep indemnified and hold harmless the Knox City Council, the Facility Manager, their servants and agents, and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by the Knox City Council or the Facility Manager directly or indirectly as a result of or in relation or in connection with the Hirer's hire of the Facility or use of the Facility.

## **8. Alcohol**

The Hirer is not permitted to sell alcohol or include alcohol in the price of an entry fee.

The Hirer agrees to abide by the requirements of the liquor licence in place at the Facility [insert relevant requirements/delete as necessary].

## **9. Security Services**

The Hirer must engage licensed security services at a ratio of one (1) security guard for every 75 guests for the duration of the event if:

- 9.1 alcohol is planned to be consumed at the event;
- 9.2 the duration of the event will be four or more hours; and

**9.3** attendance at the event is expected to be more than 75 people.

The Facility Manager may terminate any hire of the Facility where proof of engagement is not delivered to the Facility Manager at least seven (7) days prior to the date of the hire.

## **10. PartySafe Program**

The Hirer must register the event with the Victoria Police PartySafe Program if:

**10.1** alcohol is planned to be consumed at the event;

**10.2** the duration of the event will be four or more hours; and

**10.3** attendance at the event is expected to be more than 75 people.

The Facility Manager may terminate any hire of the Facility where proof of registration is not delivered to the Facility Manager at least seven (7) days prior to the date of the hire.

## **11. Key Collection and Return**

The Hirer must collect the keys directly from the Facility Manager. The Hirer must return the keys to the Facility Manager at a time mutually agreed between the Hirer and Facility Manager, but no later than 48 hours after the hire ceases.

If any key is lost or not returned, the Facility Manager will notify the Knox City Council, who will, in its sole discretion, decide whether to replace the key and/or change the lock(s) relevant to the key. The Facility Manager is required to pay the Knox City Council for all costs associated with the replacement of any key and/or changing of locks at the Facility.

The Facility Manager may retain all or part of the Security Bond if any key is not returned and, if the costs for the replacement of any keys and/or locks exceed the Security Bond, the Hirer must pay the difference to the Facility Manager. The Facility Manager can refuse to hire and can cancel any future booking by the Hirer if the Hirer does not pay the difference within 7 days of a request to do so.

## **12. Setting Up/Packing Up**

The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period on the Application. All equipment, goods and other items brought into the Facility by the Hirer must be removed from the Facility at the end of the Hire.

## **13. Noise Levels/Amplification**

All music (live or amplified) must cease by **10.00pm Sunday to Thursday or 11.00pm Friday, Saturday and the night before a public holiday. Noise must not commence before 7.00am Monday to Thursday or 9.00am Saturday, Sunday and public holidays.** Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Facility must not be louder than that of a normal conversation when heard at any adjoining buildings, businesses or residences. The Hirer must ensure that his/her/its use of the Facility does not cause any disturbance to the peace and quiet of the neighbourhood.

## **14. Access to the Facility and Exiting the Facility**

The Hirer must not access or use any part of the Facility prior to or beyond the hire period. The booking time stated in the Application must include the time at which the first person will arrive at the Facility to set up and the time that the last person will leave the Facility. Any unauthorised access is prohibited. The Hirer must ensure that:

**14.1** the alarm keypad is used correctly to disarm the building on entry and set the alarm on exit;

**14.2** all persons attending the Facility must leave in a quiet and orderly manner at the end of the hire;



- 14.3 all persons have left the Facility and the immediate surround of the Facility by the time stated in the Confirmation of Hire, or, if not stated, by **latest time of use as per occupancy agreement schedule**; and
- 14.4 upon exiting the Facility, the Facility is locked.

If the Facility is accessed outside of the hire period, or if the Facility or the surrounding area is not vacated by the end time of the hire, this will be a breach of the Agreement for Hire and the Facility Manager may retain the Security Bond.

## 15. Cleaning

The Facility must be kept in good order and must be kept in a clean and tidy state by the Hirer throughout the hire. The Hirer must ensure that at the end of the hire:

- 15.1 all toilets in the Hirer's designated area are flushed, cleaned and facilities are in good order;
- 15.2 the kitchen is left clean and tidy, with benches, sinks and other surfaces left clear;
- 15.3 any crockery, glasses, cutlery and other related items are cleaned and returned to appropriate storage area;
- 15.4 where the dishwasher has been used, this must be emptied and all dishes dried and returned to appropriate storage;
- 15.5 internal doors are locked;
- 15.6 blinds are pulled down; and
- 15.7 heaters and lights are turned off.

## 16. Waste

At the end of the hire, all waste (rubbish and recycling) must be **placed in the appropriate bin or receptacle/removed from site (delete as appropriate)**.

## 17. Cancellation by Hirer

Where cancellation is received by the Facility Manager less than X days prior to the hire date, a cancellation fee of \$X will apply. Where cancellation is received by the Facility Manager less than 7 days prior to the hire date, a cancellation fee equal to the Hire Fees will apply. Where an ongoing booking is cancelled less than X days prior to the hire date, the cancellation fees will only apply to any bookings within the X day period, not the entire booking. All cancellations or request to change a booking must be made in writing, by email or mail, to the Facility Manager.

## 18. Cancellation by Facility Manager

The Facility Manager may cancel the booking and terminate the Agreement for Hire if the Hirer breaches the Agreement for Hire. The Facility Manager reserves the right to cancel any booking if:

- 18.1 the Facility is required by the Knox City Council as an Emergency Relief Facility;
- 18.2 the Facility is closed in accordance with Knox City Council's Declared Fire Danger Rating Procedures; or
- 18.3 the Facility is affected by flooding, gas leak, electrical outage, blocked drains or other such incident.

In the event of such termination, the Facility Manager will refund the Hire Fees, Security Bond and any other fees charged to the Hirer. The Facility Manager shall not be liable to pay any other compensation to the Hirer.

## 19. Hirer's Use of the Facility

The Facility Manager grants the Hirer a non-exclusive licence to use the Facility, or such part of the Facility as specified in the Application, for the hire period, for the purposes detailed in the Application, on the terms set out in the Agreement for Hire (unless the Confirmation of Hire specified different hire details, in which case, the Confirmation of Hire shall apply). If the Facility Manager specifies different hire details in the Confirmation of Hire, the Confirmation of Hire will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.2. The Facility must not be used for any purpose other than the purpose stated in the

Confirmation of Hire. The Facility Manager has absolute discretion to prohibit access by the Hirer to any part of the Facility including, for example, storerooms, kitchens and any portions of the Facility which are being used by a third party. Members of the Facility Manager's Committee, Knox City Council staff members, and Facility Manager or Knox City Council contractors shall have access to the Facility at all times. The Hirer agrees that the Facility Manager can hire the Facility, or part of the Facility, to another party on the same day, provided that the other hire will not, in the Facility Manager's reasonable opinion, interfere with the Hirer's use of the Facility.

## **20. No transfer of booking or assignment of Agreement for Hire**

A Hirer must not assign the right to use the Facility to any other person, without the Facility Manager's prior written consent, which may be given subject to such conditions as the Facility Manager considers appropriate or may be withheld at the Facility Manager's absolute discretion.

## **21. Equipment**

Electrical equipment provided by the Hirer must be tested and tagged by a qualified tester, set up and used safely.

The Facility Manager shall be under no obligation to provide any equipment in the Facility for the hire or to the Hirer under any circumstances.

No equipment may be stored by the Hirer at the Facility without the prior written consent of the Facility Manager. Any equipment stored at the Facility is done so at the Hirer's own risk.

## **22. Responsibility and Supervision**

A representative of the Hirer must remain at the Facility at all times when the Facility is accessed during the hire period and must ensure that all children (persons under the age of 18) are supervised by an appropriate adult at all times while at the Facility or within the immediate vicinity of the Facility during the hire period.

The Hirer must comply with the emergency plan established by the Facility Manager, and any directions the Facility Manager may give, for the handling of any injuries occurring within the Facility or within the immediate vicinity of the Facility.

The Hirer must only invite guests by direct invitation if:

22.1 alcohol is planned to be consumed at the event;

22.2 the duration of the event will be four or more hours; and

22.3 attendance at the event is expected to be more than 75 people.

## **23. Child Safe Standards**

If the Hirer is an applicable entity within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic) and is not otherwise exempt from the requirements of that Act, the Hirer warrants that it is compliant and will continue to comply with the Child Safe Standards published pursuant to the *Child Wellbeing and Safety Act 2005* (Vic) (as amended from time to time).

## **24. Cash Handling**

No cash is to be left by the Hirer at the Facility at any time.

## **25. Food and Beverages**

No food or refreshment of any kind shall be sold at the Facility without the prior written consent of the Facility Manager. The Facility Manager may withhold its consent, for any reason, and any consent given can be on any terms the Facility Manager considers appropriate, at its absolute discretion. No consent will be given unless the Hirer demonstrates that it has obtained the necessary permits for the preparation of food for sale. The Hirer must ensure that, where any catering is provided by a person or company that person or company is registered under the *Food Act 1984* (Vic).

The Hirer must not sell alcohol at the Facility or include alcohol in the price of an entry fee.

The Hirer must not allow alcohol to be consumed at the Facility, unless this is expressly permitted in the confirmation of hire provided by the Facility Manager to the Hirer. If the consumption of alcohol is permitted, then without limiting any of the Hirer's other obligations under this Agreement for Hire, the Hirer must comply with the following requirements:

- 25.1 The Hirer must adhere to the terms and conditions of the existing liquor licence for the Facility, as notified by the Facility Manager to the Hirer (eg: the designated area/s in which alcohol is permitted, and the times when alcohol can be consumed).
- 25.2 The Hirer must comply with all requirements of the *Victorian Commission for Gambling and Liquor Reform* (VCGLR).
- 25.3 The Hirer must comply with any further restrictions set out in the confirmation of hire.

## **26. Gambling**

Gambling and gambling equipment is not permitted within the Facility. Raffles (which may require licensing) conducted for fundraising purposes are permitted. Casino nights are not permitted.

## **27. Adult Entertainment**

Adult entertainment is not permitted in any format.

## **28. Smoking**

Smoking is not permitted within or at the Facility, including the immediate vicinity of the Facility and within 4 metres from external doors.

## **29. Smoke machines, candles, flames and pyrotechnics**

The Hirer must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Facility. The Hirer is liable for:

- 29.1 the cost of any attendance by any emergency services at the Facility in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and
- 29.2 any damage to any part of the Facility or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.

Barbecues must be located at least 4 metres from the Facility and gas bottles must not be stored at the Facility.

## **30. Animals**

No animals shall be allowed in the Facility, with the exception of service dogs.

## **31. Safety**

The Hirer must ensure that:

- 31.1 the capacity of the Facility (as notified by any sign or information at the Facility, or in the information sheet (if any) provided to the Hirer) is not exceeded at any time; and
- 31.2 at all times, exits, doors, corridor and gateways are kept clear so that they can be immediately used in the event of an emergency.

## **32. Damage to building, equipment or any item at the Facility**

The Hirer must ensure that the floors, walls or any parts of the Facility are not broken or pierced in any way by any nail, screw or any other means. No audio, electrical or TV installation, decorations, posters, advertisements, flags, shields, emblems or any other thing shall be attached, erected, fixed, hung or displayed in or on the Facility, unless approval is provided in writing either in the Confirmation of Hire or in response to a

written request from the Hirer. The Hirer is responsible for any damage to the building or any internal part of it caused by any such items.

The Hirer is responsible for any damage to the Facility, including the area surrounding the Facility, fences, fittings, furniture, curtains, equipment, and other property at the Facility, that occurs during the hire period or as a result of, or in connection with, the Hirer's hire of the Facility.

### **33. Theft/Loss/Damage**

The Hirer releases, to the fullest extent possible at law, the Facility Manager and the Knox City Council from any liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Facility.

### **34. Release and indemnity in favour of Facility Manager and Knox City Council**

The Hirer will use the Facility solely at the risk of the Hirer and releases to the full extent permitted by law the Facility Manager and the Knox City Council and their servants and agents from all claims and demands of any kind for or resulting from any accident, damage, loss or injury occurring in or at the Facility, except to the extent that any accident, damage, injury or loss is caused by the negligent or unlawful act, omission or default of the Facility Manager or the Knox City Council, as the case may be.

The Hirer at all times indemnifies and will continue to indemnify, hold harmless and defend the Facility Manager and the Knox City Council against any losses which any of them suffer or incur as a result of any demand, suit, action, claim or proceeding against the Facility Manager or the Knox City Council where the losses arise as a direct or indirect result of any of the following:

- 34.1 personal injury, including sickness and death;
- 34.2 property damage;
- 34.3 a breach of an obligation of confidence or privacy, whether under this Agreement for Hire or otherwise;
- 34.4 fraudulent acts or omissions of the Hirer or any of its agents, servants, employees, contractors, associates or invitees;
- 34.5 any wilful misconduct or unlawful act or omission by the Hirer or any of its agents, servants, employees, contractors, associates or invitees; or
- 34.6 any third party claim arising out of a breach of this Agreement for Hire by the Hirer or any of its agents, servants, employees, contractors, associates or invitees (including breach of warranty) or any negligent act or omission of the Hirer or any of its agents, servants, employees, contractors, associates or invitees.

### **35. Signage**

Any signage displayed at the Facility in relation to the Hirer's use of the Facility, must comply with Council's Community Signage on Council Open Space Policy.

### **36. Severance**

If a provision, or part of a provision, in these Conditions of Hire is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of these Conditions of Hire.

### **37. Governing Law**

The law of the State of Victoria governs the Agreement for Hire and any legal proceedings or arbitration under the Agreement for Hire.

**38. No restriction of Knox City Council's powers**

The Agreement for Hire does not bind the Knox City Council. The Agreement for Hire does not fetter or restrict the powers or discretions of the Knox City Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Facility, the hire, the Hirer or the Facility Manager.

## Appendix 3: Template Confirmation of Hire

The document overleaf is a template that Facility Managers can use to confirm bookings. It has been developed for use in conjunction with the Hire Agreement in Appendix 2. The confirmation of hire document can be edited to include the Facility Manager's letterhead and should include an attached copy of the Facility's Terms and Conditions.

# CONFIRMATION OF HIRE

HIRER DETAILS			
Hirer:			
Organisation:			
Address:			
Email:			
Phone:			
BOOKING DETAILS			
Facility:			
Area/Room:			
Date of Hire:			
Time of Hire:			
FEES AND BONDS			
Hire Fee:		Due Date:	
Security Bond:		Due Date:	
SPECIAL CONDITIONS			
AGREEMENT			
<p>I hereby acknowledge having read the attached Conditions of Hire and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions. I have also read and agree to abide by the cancellation information found within the Conditions of Hire document.</p>			
Hirer Name:	Facility Manager:		
Organisation:	Organisation:		
Signature:	Signature:		
Date:	Date:		