

Casual Hire of Community Facilities Policy

Policy Number:	2021/02	Directorate:	Connected Communities
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1. Purpose

The Community Facilities Casual Hire Policy (the Policy) provides an overarching framework for the hiring of Council community facilities.

Council is committed to ensuring a consistent and transparent approach is undertaken when hiring facilities to the community, and considers the needs of the intended hirer, other facility users and the wider Knox community.

The following objectives provide the framework for the establishment of a safe, equitable and transparent hire structure:

- Efficient and effective use of facilities to meet demonstrated community needs consistent with the Community and Council Plan;
- Optimise use of Council's community facilities and provide equitable access for the Knox community;
- Increase community access and participation in a wide range of leisure, social, cultural and educational activities; particularly to disadvantaged and socially isolated groups;
- Promote and encourage positive user attitudes and a sense of responsibility towards facilities;
- Ensure reliable reporting and legislative compliance, and the safe and effective management of associated risk issues; and
- Provision of a comprehensive and easy to understand facility hire process, which details the responsibilities of Council, casual hirer user groups, and individuals.

2. Context

Council has a number of facilities which can be hired by members of the public. These include facilities owned by Council and those owned by others on land which is Council owned or managed. Facilities can be classified into two categories: Council Managed Facilities (facilities managed directly by Council) and Community Managed Facilities (facilities managed by an external organisation).

The casual hire of community facilities has presented a number of challenges for Council, in particular, inappropriate use including vandalism and anti-social behaviour. Interim Guidelines for the Casual Hire of Community Facilities were implemented in 2016 to support Facility Managers with the casual hiring of community facilities.

This policy sets out the requirements that Facility Managers must adhere to for the casual hiring of facilities to other organisations or individuals to ensure they are managed responsibly and in line with Council and legislative requirements.

3. Scope

This Policy applies to Casual Hire at all Council Facilities, including, but not limited to, those detailed below:

- 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.

This 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.

4. References

The Casual Hire of Community Facilities Policy is supported by the following documents and legislation.

6.1 Community & Council Plans – Key Directions

- Neighbourhoods, housing and infrastructure
- Connection, resilience and wellbeing
- Civic engagement and integrity

6.2 Relevant Legislation and resources

- Liquor Licence
www.vcglr.vic.gov.au
- Food Handling Permit
<http://streatrader.health.vic.gov.au/>
- EPA Noise from Public Premises
<https://www.epa.vic.gov.au/your-environment/noise>
- Child Safe Standards
<https://ccyp.vic.gov.au/child-safety/>

6.3 Charter of Human Rights

- This policy has been assessed against and complies with the charter of Human Rights.

6.4 Related Council documents/resources

- Casual Hire of Community Facilities Handbook
- Leasing & Licensing Policy
- Sporting Reserve Facility Usage Policy
- Smoke Free Festival Events and Council Facilities Policy
- Good Neighbor Guidelines
- Community Signage on Council Open Space Policy

5. Definitions

Casual Hire	A hire arrangement for a one off occasion, or occasional but irregular use.
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Commercial Organisation	A legal entity conducting activities for the purposes of deriving a financial return to the proprietors or shareholders.
Community Managed Facility	A Facility tenanted by a community organisation which manages hire arrangements, or a Facility that is located on Council land but owned by a community organisation which manages hire arrangements.
Community Organisation	A legal entity who provide services, support or activities to the Knox community and operates on a not-for-profit basis.
Council	Knox City Council including employees, agents and Ward Councillors.
Council Managed Facility	A Facility that is directly managed by Council, where a Council Officer acts as Facility Manager.
Event	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.
Facility	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.
Facility Manager	An organisation which manages a Facility, or an appointed person with the responsibility of hiring out the Facility. The appointed person could be a Council employee or a representative from a community organisation.
Hire Agreement	A document, signed by the Hirer, which sets out the terms and conditions associated with the casual use of the Facility.
Hirer	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.
Occupancy Agreement	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.
Partysafe Program	A program whereby individuals, households and/or organisations running parties can register their parties with Victoria Police.
Public Health Orders	Directions issued by Victoria's Chief Health Officer to contain the spread of disease, including COVID-19.
Regular Hire	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.
Security Bond	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.
Victorian Commission for Gambling and Liquor Regulation (VCGLR)	Independent statutory authority that regulates Victoria's gambling and liquor industries.

6. Council Policy

This Policy outlines the requirements for the casual hire of Council Managed Facilities and Community Managed Facilities. The minimum standards ensure that the following objectives are achieved:

Appropriate	Hire arrangements will reflect the best fit for the Facility, the needs of the intended Hirer and those of the wider community.
Documentation	The use of a Facility will be documented in a clear and concise manner that Hirers understand. Hirers must enter into a Hire Agreement between the Facility Manager and Hirer. The Facility Manager must ensure the Hirer accepts the terms and conditions and signs the Hire Agreement form.
Consistent	Mandatory terms and conditions for the management of casual hire of Council Facilities will ensure a consistent approach is undertaken by all Facility Managers.
Risk Minimisation	The process of doing everything possible to reduce the probability and/or impact of a risk.

5.1 Mandatory Conditions

Facility Managers are required to enter into a Hire Agreement with all Hirers of the Facility. The Hire Agreement must include all mandatory terms and conditions as set out in this Policy, along with any additional terms and conditions deemed necessary by the Facility Manager. The Hire Agreement should be signed by the Hirer and Facility Manager. Mandatory conditions covering the following requirements must be included.

5.1.1 Alcohol

All Hirers must adhere to the Victorian Commission for Gambling and Liquor Regulation requirements relating to the provision of liquor. Hirers are not permitted to sell alcohol. This includes the inclusion of alcohol in the price of any entry fee and raffle prizes. If a liquor licence is in place, Facility Managers must advise Hirers of the conditions and Hirers must adhere to these at all times.

5.1.2 Security Bond

Payment of a refundable Security Bond is required prior to the Hirer accessing the Facility. The Security Bond amount must be in line with the requirements set out in 5.5 of this Policy.

The Security Bond is to be held as security for any damage to the Facility, including the surrounds and any equipment or items at the Facility, for any cleaning required if the Facility is left in an unclean condition, or any other breach of the Hire Agreement. The cost of the cleaning, repair or replacement is to be deducted from the Security Bond. In instances where the costs exceed the Security Bond, the Hirer will be liable for the additional cost.

5.1.3 Public Liability Insurance

The Hirer must have public liability insurance cover to a minimum of \$20 million which is valid for the date of hire. A copy of the Hirer's Certificate of Currency must be provided to the Facility Manager prior to accessing the Facility.

5.1.4 Indemnity

The Hirer must agree to indemnify Council and the Facility Manager against all claims, actions, costs, charges, losses, expenses and damages as a result of the hire.

5.1.5 Public Health Orders

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 that enables Hirers to adhere 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.

5.1.6 Permitted Hiring Times

Community Managed Facilities must only be hired out during the permitted times of use set out in the Occupancy Agreement.

The number of guests in attendance at the Facility must not exceed the Facility occupancy limit.

5.1.7 Food Provision

If food is to be sold, the Hirer must obtain the relevant food permits and provide evidence to the Facility Manager prior to the booking.

5.1.8 Gambling

Gambling and electronic gaming are not permitted within the Facility. Minor gaming activities, including raffles, bingo and fundraising events may be conducted for fundraising purposes only, where the appropriate regulations are followed. Casino nights are not permitted.

5.1.9 Adult Entertainment

Adult entertainment is not permitted in any form.

5.1.10 Hirer

The Hirer must be aged 18 years or over.

5.1.11 Noise and Music

Noise, music and/or behaviour must not impact on the residents of surrounding properties, as per the Environmental Protection Authority Residential Noise Regulations 2018, and the Knox Good Neighbour Guidelines 2011.

All noise, including musical instruments, stereos, radios, televisions and public address systems, must cease by 10pm Sunday to Thursday, and 11pm Friday, Saturday and the night before a public holiday. Noise must not commence before 7am Monday to Friday, and 9am Saturday, Sunday and public holidays.

A booking may continue beyond these 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 requirements of the Environmental Protection Authority Residential Noise Regulations 2018.

Noise levels from any music, amplification and/or public address systems must not exceed 65dBA.

5.1.12 Child Safe Standards

If the Hirer provides services for children or is otherwise required to comply with the requirements of the Child Wellbeing and Safety Act 2005 (Vic), the Hirer must comply with all requirements of the Child Safe Standards.

5.1.13 Partysafe Program

Hirers must register with the Victoria Police Partysafe Program if an Event meets **all** of the following conditions:

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

Proof of registration must be provided to Facility Managers at least one week before the booking date. It is strongly recommended that Hirers who meet some, but not all, of these criteria, register with Partysafe.

5.1.14 Smoking

Smoking is not permitted within any enclosed areas of the Facility or within 4m of an enclosed area of the Facility.

5.1.15 Smoke machines, candles, flames and pyrotechnics

Smoke machines or any form of pyrotechnics are not permitted at Community Managed Facilities.

Smoke machines may be permitted at Council Managed Facilities, subject to the approval of the Facility Manager.

Lit candles may be permitted at the discretion of the Facility Manager.

5.1.16 Security Services

Hirers must engage licensed security officers if an Event meets **all** of the following conditions:

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

Evidence of the engagement of security services must be provided to the Facility Manager before access can be permitted.

5.1.17 Transfer of Booking

Hirers are not permitted to transfer the booking to another organisation or individual, without the prior written consent of the Facility Manager.

5.1.18 Responsibility and Supervision

A representative of the Hirer must remain at the Facility at all times during the Event and ensure that all persons under the age of 18 are supervised while at the Facility or within the immediate vicinity.

Invitations to attend the Facility must not be publically posted on social media, and attendance must be by direct invitation only if an Event meets all of the following conditions:

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

5.1.19 Key Collection and Return

Keys must be collected and returned at a mutually agreeable time. If a key is lost or not returned, Council will decide whether to replace the key and/or change the lock/s at the Facility. The Facility Manager may retain all or part of the Security Bond to cover the cost of replacement. In line with 5.1.2, in instances where the costs exceed the Security Bond, the Hirer will be liable for the additional cost.

5.1.20 Access to the Facility and Exiting the Facility

The Hirer must not access or use any part of the facility outside the hire period. The Hirer must ensure that attendees leave the Facility and surrounding areas in a quiet and orderly manner at the end of the hire, and that the facility is locked and, where relevant, alarmed.

5.1.21 Safety

The Hirer must ensure that the capacity of the Facility is not exceeded at any time, and that all entry and exit points are kept free from obstruction. Electrical equipment provided by the Hirer must have been tested and tagged, set up correctly and used safely.

5.1.22 Damage to Facility

The Hirer is not permitted to affix nails, screws or other items that pierce any part of the Facility. Approval to hang decorations and displays using other means is only permitted if approved in advance by the Facility Manager.

The Hirer is responsible for any damage caused to the Facility and/or its surrounds during the period of hire.

5.1.23 Cancellation by Facility Manager

The Facility Manager may cancel a booking and refund the hire fee and Security Bond if:

- the Hirer breaches the Hire Agreement;
- the Facility is required by Council for use as an emergency relief facility;
- the Facility is affected by a maintenance issue; or
- the Facility is closed in accordance with Council's Declared Fire Danger Ratings Procedure.

5.1.24 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.

5.1.25 Animals

The Facility Manager may determine whether animals are permitted in the Facility. Service animals must always be permitted.

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

5.2 Recommended Conditions

It is recommended that the following terms and conditions are included within the Hire Agreement.

5.2.1 Cleaning

The Hirer must ensure that the Facility is kept in a clean and tidy state throughout the period of hire, and ensure that all cleaning tasks required by the Facility Manager are undertaken at the end of the hire.

5.2.2 Set Up/Pack Up

It is the responsibility of the Hirer to set up and clear away all equipment and furniture, including returning items belonging to the Facility to their original location and removing all items belonging to the Hirer from the Facility. Set up and pack up times must be included within the hire period.

5.2.3 Cancellation by Hirer

A reasonable cancellation fee may be charged by the Facility Manager, if it is specified in the Hire Agreement.

5.2.4 Food Provision

The Facility Manager must provide prior consent for the Hirer to sell food or refreshment at the Facility.

5.2.5 Equipment

The Facility Manager is under no obligation to provide any equipment to the Hirer.

5.2.6 Cash Handling

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

5.3 Additional Conditions for Council Managed Facilities

5.3.1 A Council Duty Officer must be on site at all times for the duration of the Event if it meets **all** of the following conditions:

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

5.3.2 If a Duty Officer is required in line with 5.3.1, the cost of the Council Duty Officer must be paid by the Hirer.

5.4 Hire Fees

5.4.1 Hire fees for Council Managed Facilities are determined by Council as part of its Fees and Charges Schedule (annually revised).

5.4.2 Hire fees for Community Managed Facilities are to be set by the Facility Manager and must transparent, fair and equitable and promote participation.

5.5 Security Bond

A Security Bond must be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning undertaken as a result of the Hirer’s use of the premises. Security Bond amounts are determined by Council as part of its *Fees and Charges Schedule* (annually revised), and must be paid in full prior to the hire date. Facility Managers will be advised of the revised Security Bond rates at the commencement of Council’s Financial Year in July annually.

2021 – 2022 Security Bond Fees		
Level 3 Security Bond	Per Function	\$1175.00
Level 2 Security Bond	Per Function	\$700.00
Level 1 Security Bond	Per Function	\$360.00

The Security Bond for each booking must be determined by the Facility Manager in line with the requirements below.

5.5.1 Mandatory Level 3 Security Bond

It is mandatory that a Level 3 Security Bond be applied to any Event which meets **all** of the following criteria:

- Alcohol is being consumed;
- Duration of 4 hours or longer; and
- Attendance of more than 75.

If the Mandatory Level 3 Security Bond is applicable, the following terms and conditions are compulsory, as per relevant clauses above:

- The Event must be registered with the Partysafe Program;
- Licensed security services must be engaged for the duration of the Event;
- The Event must be invitation only; and
- If a Council Managed Facility, a Council Duty Officer must be on site at all times.

5.5.2 Level 1, Level 2 and Level 3 Security Bond

If a booking does not meet all of the criteria set out in 5.5.1 above, the Facility Manager must determine which level Security Bond to apply, taking into account the following considerations:

- 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

7. Administrative Updates

From time to time, circumstances may change leading to the need for minor administrative changes to this policy. Where an update does not materially alter this policy, such a change may be made administratively. Examples of minor administrative changes include changes to names of Council departments or positions, change to names of Federal or State Government departments or a minor amendment to legislation that does not have material impact. Where any change or update may materially change the intent of this policy, it must be considered by Council.