

- 1.1 These Terms of Use apply to the use of Council halls, function rooms, pavilions and other venues, referred to in these Terms of Use individually or together as applicable as the “Venue”.
- 1.2 The use of the Venue may be for a once only single use or for regular weekly, monthly, annual (‘ongoing’) or other use as specified in the Hire Application Form.
- 1.3 In relation to ongoing hire, the Hirer acknowledges and agrees that no property rights arise in the Hirer and no relationship of landlord and tenant is created by virtue of the Council and the Hirer entering into this agreement.

## 2. HIRER

- 2.1 In these Terms of Use, the “Hirer” means the person who or organisation that has applied to use the Venue. Where the Hirer is an organisation, the person who makes the booking is jointly and severally liable together with the organisation to ensure compliance with these Terms of Use including with respect to the payment of fees.
- 2.2 Council reserves the right to refuse any booking application for any reason whatsoever. Council will only accept a booking where the applicant is aged 18 or over and proof of age may be requested. Where a booking is made on behalf of an organisation, the person who makes the booking must certify that he/she has the necessary authority to make the booking and include his/her personal contact details as well as those of the organisation on the Application Form.

## 3. APPLICATION AND BOOKINGS

- 3.1 A minimum of five (5) business days’ notice is required for all hired space bookings.
- 3.2 Council will hold tentative booking(s) (without a completed Application Form or payment of the hire fees) for five (5) business days, which, if not confirmed by the end of that period, will be cancelled without notice.
- 3.3 A booking will not be confirmed until the Hirer, the applicable hire fee, submits a completed Application Form and security deposit set by Council is paid and Council has issued a written booking confirmation.
- 3.4 A booking must be for a minimum of three (3) hours on weekdays and two (3) hours on weekends.

## 4. HIRE FEES

The Hirer must pay the full hire fees (as determined by Council) within ten (10) business days of receipt of a confirmation letter from Council. If the booking is made less than ten (10) business days prior to the date of hire, the hire fees and the security deposit must be paid in full at the time the booking is confirmed.

## 5. SECURITY DEPOSIT

- 5.1 A security deposit is payable by the Hirer two weeks prior to the booking and is to be held as security against any damage caused to the Venue and/or any other breach of these Terms of Use. Council will advise the Hirer of the applicable amount of the security deposit.

- 5.2 Subject to clause 5.3 a refund of the security deposit will be made within twenty (20) business days of the end of the hire.
- 5.3 Deductions may be made from the security deposit for any reasonable cause including but not limited to:
- 5.3.1 damage caused to the Venue or any Venue fixture, fitting or furniture;
  - 5.3.2 cleaning costs, including costs of a professional cleaner where the Venue or any part of it has been left in an unclean condition;
  - 5.3.3 the removal, disposal or storage of any property left at the Venue;
  - 5.3.4 the costs of replacing cylinders and Venue keys if they are lost or stolen;
  - 5.3.5 the uplift in hire fees payable where the Hirer has made a booking as a community or not-for-profit group but is determined by Council, acting reasonably, to be using the Venue for a commercial use; and
  - 5.36 costs and expenses incurred as a result of a breach of any of these Terms of Use.
  - 5.37 Where the amount of the security deposit is not sufficient to cover the sums payable pursuant to these Terms of Use, the Hirer will be liable to pay the difference within thirty (30) calendar days of receipt of an invoice from Council.

## **6. INSURANCE**

- 6.1 If the Hirer is a company, association, organisation, club or group, the Hirer must during the period of hire, hold current public liability insurance with an insurer acceptable to Council with minimum coverage per event of \$20,000,000 (twenty million dollars).
- 6.2 If the services of a professional caterer are to be utilised during the hire, the Hirer must provide evidence of the caterer's public liability insurance with a minimum coverage per event of \$20,000,000 (twenty million dollars).
- 6.3 If the services of a third party such as entertainment, photo booth, organised party activities etc. are to be utilised during the hire, the Hirer must consult with Council who will advise of any insurance required by that third party.
- 6.4 Council's consent to use the Venue is conditional upon proof of the required insurances in the form of copies of certificates of currency being submitted to Council at least five (5) business days prior to the start of the hire.
- 6.5 If the Hirer is an individual, Council may, at the request of the Hirer, and in its unfettered discretion, arrange for the Hirer to be covered under a Council-purchased public liability insurance policy, subject to the policy's terms, Terms and exclusions. The Hirer will be advised at the time of confirmation of the booking whether or not a request for such insurance has been successful.
- 6.6 Where Council does arrange for the Hirer to be covered under a Council-purchased policy as referred to in clause 6.5 and an event occurs which may give rise to a claim, the Hirer must in the first instance advise Council's Facilities Bookings Officer of the potential claim.
- 6.7 For the purposes of any claim made pursuant to clause 6.6, the Hirer acknowledges and agrees that Council's responsibility will only extend to facilitating the lodgement of a claim and that Council will not be obliged to participate in any dispute the Hirer may have with the insurer of the policy referred to in clause 6.5. Council will not under any circumstances either reimburse the Hirer for the payment of any deductible or pay the Hirer a sum equivalent to the amount of any amount denied or reduced under the Hirer's claim.
- 6.8 The Hirer acknowledges and agrees that Council will not be responsible for any loss or damage, howsoever caused, to any property whatsoever belonging either to the Hirer or any person attending the Venue. Insurance for non-Council property brought onto the Venue is entirely the responsibility of the Hirer.

## **7. LIABILITY AND INDEMNITY**

- 7.1 To the extent permitted by law, no warranty or assurance is given that the Venue is fit for any purpose or use required by the Hirer unless advised to and agreed by Council in writing prior to the hire.
- 7.2 To the extent permitted by law, Council is not liable to the Hirer for any loss, damage, claim or expense (loss) whatsoever suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the hire or use of the Venue, except to the extent that such loss is caused or contributed by the negligent acts or omissions of Council, its employees or agents.
- 7.3 Council will not be responsible for any indirect or consequential loss that the Hirer may suffer, including lost profits, lost revenue or lost opportunities, loss of goodwill or loss of reputation.
- 7.4 The Hirer uses the Venue at its own risk.
- 7.5 The Hirer agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought or made or claimed against it, or any of them, arising out of or in relation to, the Hirer or its members, employees, agents, contractors, licensees and invitees' use of the Venue, or in relation to the cancellation of a booking by Council in accordance with clause 8.4 except to the extent that it arises out of any negligent act or omission of Council, its employees or agents.

## **8. CANCELLATION**

- 8.1 Notification of changes to bookings and cancellation of a booking must be made in writing by post or email to Council's Facilities Bookings Officer at Glen Eira City Council, PO Box 42, Caulfield South, VIC 3162 or mail@gleneira.vic.gov.au marked for the attention of the Facilities Bookings Officer.
- 8.2 Where notice of cancellation is given by the Hirer less than five (5) business days before the date of hire, no refund of the hire fees will be made. The security deposit and (where applicable) the inspection fee will be refunded in full.
- 8.3 Where notice of cancellation is given by the Hirer five (5) business days or more before the date of hire, a full refund of the hire fees will be made less a deduction of an administration fee equal to twenty (20) per cent of the hire fee. The security deposit and (where applicable) inspection fee will be refunded in full.
- 8.4 Notwithstanding any other provision of these Terms of Use and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel any booking at any time or to refuse to allow any hire of the Venue in circumstances where the Venue is required for Council use or where Council reasonably considers the proposed use will be detrimental to Council or a third party, in which case a full refund of all monies paid will be made.
- 8.5 Council reserves the right to cancel any booking in circumstances where the Hirer has submitted false, inaccurate, insufficient or misleading information in its Application Form or otherwise. In such circumstances, a full refund of the hire fee will be made subject to a deduction of an administration fee equal to twenty (20) per cent of the hire fee.

## **9. CATERING AND ALCOHOL**

- 9.1 Food must not be prepared or served or sold at the Venue:
- 9.1.1 unless, in the case of sale of food, the Hirer is registered with Council and has notified Council's Public Health Unit accordingly. Where a professional caterer is to be used, the caterer must have a fixed registration with a council pursuant to the *Food Act 1984*;
- 9.1.2 except from appropriate areas and utilising equipment provided for that purpose at the

Venue, and noting that the use of portable deep fryers is strictly forbidden; and

9.1.3 except in accordance with the requirements of the *Food Act 1984*.

9.1.4 Alcohol must not be served unless all required permits have first been obtained, if required.

9.1.5 Under Council's Local Law a permit is required for the supply and consumption of liquor where forty (40) or more people are in attendance.

9.1.6 Alcohol must not be sold without the Hirer first obtaining a liquor licence (relevant application forms available from the Victorian Commission for Gambling and Liquor Licensing Regulation).

9.2 Copies of relevant permits/licences must be submitted to Council at least three (3) business days before the start date of the hire.

## **10. ELECTRICAL APPLIANCE TESTING**

Council will ensure the testing and tagging of all Council provided electrical equipment within the facility in accordance with Australian Standard AS 3760. The Hirer will need to ensure that such tags are not removed or interfered with and will report any equipment without tags. The Hirer will need to ensure that any item of electrical equipment (including but not limited to appliances, leads, power boards, etc.) brought to the Venue by the Hirer or any other person bears a current tag in compliance with AS 3760. Council may remove any untagged equipment from the Venue without notice.

## **11. GENERAL PROVISIONS OF USE**

The Hirer:

11.1 must not use smoke, fog, haze machines or any similar devices, candles or naked flames of any sort at the Venue (which includes the use of naked flames for the purposes of kosher sterilisation of any kitchen areas comprising the Venue);

11.2 must not use gas cylinders at the Venue or on any surrounding grounds or other external areas of the Venue;

11.3 is responsible for the costs associated with the Metropolitan Fire Brigade attending the Venue as a result of any breach of these Terms of Use;

11.4 must not use at the Venue or on any surrounding grounds or other external areas of the Venue streamers, confetti (including spray confetti), rice or any other articles advised by a Council Officer to be unacceptable;

11.5 must not carry on any activity at the Venue which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable;

11.6 must not cause inconvenience to nearby residents or persons in adjoining rooms or property and must leave the Venue in a quiet and orderly manner so as not to disturb others;

11.7 must vacate the Venue at the conclusion of the hire;

11.8 acknowledges that smoking is strictly forbidden inside the Venue and on verandas, porches, balconies and courtyards of the Venue and must ensure that smoking does not occur in breach of this clause

11.9 must not use roasting spits in the Venue and must obtain the prior written consent of Council's Facilities Bookings Officer for use of roasting spits on any surrounding grounds or other external areas of the Venue;

11.10 is responsible for the conduct and behaviour, including compliance with these Terms of Use, of all its members, employees, agents, contractors, licensees and invitees;

11.11 must not attach posters or advertising material of any description to any surface of the Venue or other Council asset;

11.12 must not pierce any floor, wall or other part of the Venue or any fitting or fixture therein whether by the use of nails, tacks, screws or otherwise;

- 11.13 is responsible for, and must make good, any loss or damage occasioned to the Venue including Venue furniture, fixtures, fittings or other property during the period of the hire;
- 11.14 is solely responsible for the provision and arranging of first aid or medical services in connection with the hire of the Venue;
- 11.15 must observe all statutory rules and regulations applicable to the hire, including without limitation, Council's Local Law 2009 (information on the Local Law is available at [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au) Local law and legislation/Local law);
- 11.16 acknowledges that the use of helium balloons is permitted subject to the Hirer being liable for any costs incurred by Council for the repair of any damage caused;
- 11.17 acknowledges that tents, marquees and inflatable items are prohibited at the Venue;
- 11.18 acknowledge that sporting activities which include sporting equipment are prohibited at the Venue;
- 11.19 acknowledges that animals (other than guide dogs) are prohibited at the Venue;
- 11.20 acknowledges that the Hirer is only permitted to use the Venue which is the subject of these Terms of Use and where the Venue is part of other Council owned facilities, Council reserves the right to permit the use of those facilities simultaneously if it so desires.
- 11.21 acknowledges that from time to time during seasonal allocated times the kitchen facilities of the Venue may need to be shared with tenant sports clubs;
- 11.22 is responsible for the provision of any First Aid equipment that may be required, and for the administration of any aid in the event of personal injury; and
- 11.23 must advise Council of any property loss or damage, or incident involving death or personal injury, as soon as practicable after any such occurrence
- 11.24 Teenage birthday parties (ages 14 to 21) are not permitted to be held at the Caulfield Park Pavilion and Community Room, Duncan Mackinnon Reserve Community Room or Bentleigh McKinnon Youth Centre.

## **12. COMPLETION OF USE**

On the completion of each occasion of use, the Hirer:

- 12.1 must ensure that the Venue is left in a clean and tidy condition, including that all kitchen surfaces, appliances and equipment are thoroughly cleaned in accordance with the Cleaning Checklist attached at Schedule Two;
- 12.2 must immediately remove from the Venue any property, (including without limitation, equipment, decorations or personal effects) brought onto the Venue during or for the purposes of the hire by any person and make good any damage to the Venue caused by the removal;
- 12.3 acknowledges that any property not removed from the Venue immediately upon the conclusion of the hire will be treated as abandoned and may be disposed of as Council considers fit;
- 12.4 must return tables and chairs to the designated areas;
- 12.5 must ensure that all rubbish is placed in the bins provided or removed from the Venue and that any carpeted areas are vacuumed;
- 12.6 must ensure that all doors and windows are secured or locked and heating/cooling and lighting switched off;
- 12.7 must promptly report any damage or spillages to Council's Facilities Bookings Officer; and
- 12.8 must vacate the Venue by the agreed exit time and will allow for cleaning and packing up time in the booking time and acknowledges that evening weekend functions must cease at midnight on Fridays and Saturdays with the Venue to be vacated by 12.30am, and evening weekday and Sunday functions must cease at 10pm with the Venue to be vacated by 10.30pm.

### **13. BREACH**

Any breach of these Terms of Use including failure to pay any amount due within the stipulated time may, at the option of Council, result in the consent to the use of the Venue being withdrawn, the security deposit being withheld or further bookings by the Hirer not being accepted.

### **14. ACCESS**

The Hirer must permit access to any Council Officer to the Venue during the period of hire if required to do so.

### **15. SECURITY**

If required to do so by Council's Facilities Bookings Officer, the Hirer must employ or otherwise engage security guards (the number to be agreed with the Facilities Bookings Officer) and provide evidence of the same prior to the date of hire.

Teenage birthday parties aged 14 to 21 are required to register the event with the *Victorian Police Party Safe Program* and employ or otherwise engage security guards (the number to be agreed with the Facilities Booking Officer) and provide evidence of the same prior to the date of hire.

### **16. GLEN EIRA CITY COUNCIL LOCAL LAW 2009**

16.1 The following words or expressions apply to this clause 16 and the *Code of Conduct* contained at clause 404 of the Local Law:

- (a) 'Authorised Officer' means an authorised officer appointed pursuant to Section 224 of the *Local Government Act 1989*;
- (b) 'Building' includes part of a building and includes a structure, temporary building, temporary structure and any part thereof.
- (c) 'Council Land' means all land owned, leased, managed or occupied by Council or for which it has a duty to maintain including without limitation Roads, easements, Buildings, structures, fixtures and lighting;
- (d) 'Council Premises' means all Buildings owned, leased or managed or occupied by Council;
- (e) 'Municipal District' means the municipal district under the local government of the Council;
- (f) 'Road' has the same meaning as set out in Section 3 of the *Local Government Act 1989*.

16.2 The Hirer must follow any direction given by Council or its Authorised Officer. Council or its Authorised Officer may, at its discretion and without limiting its right to prosecute for an offence, issue a direction requiring a person to cease any matter or activity conducted or carried out without a permit; or to do specified things within a specified time to remedy a breach of the Local Law or to otherwise comply with the Local Law.

16.3 The Hirer's attention is particularly drawn to the fact that behaving in an offensive or disorderly manner on Council Land, Council Premises and Roads within the Municipal District contrary to the *Code of Conduct* is an offence under the Local Law and Council may require offenders to cease the use or activity and/or leave the relevant premises.

### **18. EMERGENCIES**

If a Council related emergency occurs at the Venue it is the responsibility of the Hirer to inform Council immediately on 9524 3333 (Press 4 for Local Laws). If an emergency call out is instigated by the Hirer which is not deemed to be an emergency by Council acting in its unfettered discretion a callout fee will be deducted from the Hirer's security bond.

## **19 INSPECTION**

An inspection of the Venue prior to making a booking may be carried out by obtaining keys from Council's Service Centre located at Glen Eira Town Hall, corner Glen Eira and Hawthorn Roads, Caulfield between 9am and 4pm, Monday to Thursday. A driver's licence or other form of photo identification is required and a \$50 deposit is payable which will be refunded on return of the keys. Please contact Council to arrange an inspection time to ensure the venue is available for inspection on the date required.

## **20 VENUE KEYS**

- 20.1 The Hirer must arrange with Council's Facilities Bookings Officer for the collection and return of Venue keys between the hours of 9am and 5pm, Monday to Friday. Under no circumstance will keys be supplied prior to receipt of full payment of hire fees.
- 20.2 If the Hirer hires the Venue from year to year using the Venue on an ongoing basis the Hirer's authorised representative must sign Council's Key Register annually in order to acknowledge receipt of the Venue keys. The key register is to be signed on the anniversary date annually of the commencement date of the hire of the Venue.
- 20.3 The Hirer warrants that no keys issued by Council will be copied and that no other person or organisation has been or will be given keys or a copy of anykeys.
- 20.4 The Hirer agrees that it will be liable for the full replacement costs of cylinders and keys in the instance of keys being lost.

## **21 HAZARDOUS MATERIALS**

- 21.1 Hazardous Materials includes any asbestos, synthetic mineral fibres, lead paint, polychlorinated biphenyls, solid, liquid, gas, radiation or substance which makes or may make the condition of the hired area or part of the surrounding environment:
- (a) unsafe, unfit or harmful for habitation by persons or animals; or
  - (b) unfit for any use permitted under any applicable planning scheme as amended from time to time
- 21.2 Council engages an appropriately qualified consultant to carry out a Hazardous Materials audit. This audit includes the identification of asbestos (suspected and/or found) at all Council owned buildings.

## **22 RISK MANAGEMENT CHECKLIST**

The Hirer agrees prior to the commencement of the hire, and if the hire is ongoing, on an annual basis, to confirm to Council's Facilities Bookings Officer details of their risk management checklist (if required to do so) which addresses the risks associated with the use of the Venue and how any such risks will be addressed. The check list attached at Schedule One may be adapted by the Hirer for this purpose. The checklist must be provided to the Council prior to commencement of the hire and annually.

## **23 VENUE CAPACITIES**

- 23.1 Venue capacities are set out on the following table. The maximum number of persons at the Venue must not at any one time exceed the stated capacity:

VENUE	CAPACITY
<b>Bentleigh McKinnon Youth Centre</b> Higgins Road, Bentleigh VIC 3204 (Melway Ref: 68 K9)	200 person capacity (seats 150)
<b>Caulfield Park Pavilion and Community Room</b> 280 Balaclava Road, Caulfield VIC 3162 (Melway Ref: 59 C12)	100 person capacity
<b>DC Bricker Function Room</b> Beech Street, Caulfield South VIC 3162 (Melway Ref: 68 A5)	100 person capacity
<b>Duncan Mackinnon Reserve Community Room</b> Corner North and Murrumbeena Roads, Murrumbeena VIC 3163 (Melway Ref: 78 B5)	120 person capacity
<b>East Caulfield Reserve Function Room</b> Dudley Street, Caulfield East VIC 3145 (Melway Ref: 68 F2)	100 person capacity
<b>Glen Huntly Park Function Room</b> Corner Booran and Neerim Roads, Glen Huntly VIC 3163 (Melway Ref: 68 E4)	160 person capacity (seats 150)
<b>McKinnon Public Hall</b> 118 McKinnon Road, McKinnon VIC 3204 (Melway Ref: 68 D10)	100 person capacity
<b>Moorleigh Community Function Room</b> 90–92 Bignell Road, Bentleigh East VIC 3165 (Melway Ref: 78 B5)	100 person capacity
<b>Murrumbeena Function Room</b> Gerald Street, Murrumbeena VIC 3163 (Melway Ref: 69 B7)	200 person capacity (seats 150)
<b>Packer Park Function Room</b> Leila Road, Carnegie VIC 3163 (Melway Ref: 68 J8)	100 person capacity

23.2 Exceeding the stated Venue capacity is a fundamental breach of these Terms of Use and will result in forfeiture of the security deposit and liability for any fine or penalty imposed by any regulatory authority.

**SCHEDULE ONE  
RISK MANAGEMENT CHECKLIST**

WHAT POTENTIAL RISKS HAVE YOU IDENTIFIED?	DATE	CHECKED
<b>Insurance and general</b>		
Do you have public liability insurance?		
Are you familiar with the terms of your insurance policy, including the amount of any excess?		
Are you fully aware of your obligations under the Terms of Use — Venue Hire?		
Are you satisfied that the Venue is suitable for your function?		
Do you know who to contact at Council to report any incidents occurring at the Venue?		
Do you have insurance in place to cover personal items?		
<b>Food</b>		
Will food be served or sold? Have you contacted Council’s Public Health Unit in accordance with clause 9 of the Terms of Use to verify what is required?		
<b>Alcohol, Permits and Licences</b>		
Will alcohol be served? Have you contacted the Victorian Commission for Gambling and Liquor Regulation in accordance with clause 9 of the Terms of Use?		
Have you obtained a Local Law Permit from Council’s Civic Compliance Unit in accordance with clause 9 of the Terms of Use?		
Will raffles or other fund raising activities be conducted? A licence or gaming permit may be required and you will need to make enquiries of the Victorian Commission for Gambling and Liquor Regulation.		
<b>Safety</b>		
Are all exit doors at the Venue free from obstructions?		
Have all electrical items been turned off when not in use?		
Are all Venue attendees aware of evacuation and emergency plans?		
Do all Venue attendees know where a list of emergency contact numbers is?		
Is someone trained in first aid for all activities? Do all attendees know who that person is and is there a back-up for that person?		
<b>Security</b>		
Who is responsible for the Venue keys and is there a back-up for that person? Are they aware of their obligations pursuant to clause 19 of the Terms of Use?		
Does the Hirer have cash-handling procedures?		

**SCHEDULE TWO  
CLEANING  
CHECKLIST**

**Please note:** the Venue is not equipped with cleaning equipment and the Hirer must bring the items listed below to the Venue:

CLEANING ITEMS	CHECKED
Vacuum cleaner (if Venue carpeted)	
Mop and bucket	
Broom	
Garbage bags	
Toilet cleaner	
Cleaning sprays/liquids (no caustic or harsh chemicals) and sponges/wipes	

**Please note:** if the Venue is not cleaned in accordance with these Terms of Use, a professional cleaner will be used to clean the Venue and the cost of this will be deducted from the Hirer's security deposit.

**THE HIRER MUST CLEAN THE AREAS OF THE VENUE LISTED BELOW**

AREAS TO BE CLEANED	CHECKED
<b>Floors</b>	
• Entrance — vacuum/mop	
• Kitchen — vacuum/mop	
• Hall — vacuum/mop	
Kitchen benches — wipe down	
Oven — wipe out	
Stove top — wipe down	
Fridge — remove items and wipe down	
Remove all rubbish from Venue	
Wipe down tables	
Wipe down chairs	
Put away tables	
Put away chairs	
Toilets: Please ensure that sinks and mirrors are clean; toilets are flushed and clean; there is no toilet paper or paper towel on the floor; all rubbish is removed; and floors are cleaned.	
• Female toilets	
• Male toilets	
• Disabled toilets	
Remove all personal items	