

# HURSTBRIDGE COMMUNITY HUB

## CONDITIONS OF HIRE

50 Graysharps Road, Hurstbridge 3099  
Ph 9433 3733      Email [halls@nillumbik.vic.gov.au](mailto:halls@nillumbik.vic.gov.au)

<b>1 Application</b>	1.1	Each application for use of the facility must be made to <i>Nillumbik Shire Council's Community Facilities</i> upon the prescribed form in full and shall contain the applicants undertaking to comply with these conditions by returning a completed Application To Hire Form.
<b>2 Authority</b>	2.1	Wherever appearing in these conditions the context so admits the expression of the <i>Council Officer Community Facilities</i> shall be deemed acting with the authority of the CEO expressly or implied.
<b>3 Fees and charges</b>	3.1	The Council reserves the right to increase charges of hire at any time, and any Hirer who has booked will be duly notified in writing.
	3.2	A Community Benefit or Community Group rate may be applied after discussion with the Community Facilities team. Further discounts may be available only on written application to Council.
<b>4 Security bond</b>	4.1	A security bond <u>may</u> be required for a booking and must be paid within 14 days of confirmation of a booking. The bond is a guarantee of fulfilment of these conditions and is a security for said amount against damage to the buildings, fittings and furniture contained therein, and for any abnormal cleaning resulting from hiring.
	4.2	Further charges may apply if there is excessive costs incurred through cleaning or damage caused.
	4.3	Bookings are only confirmed when the bond is received with the completed Application to Hire Form. Failure to pay the bond may result in the cancellation of the booking.
	4.4	If there is no breach of the Conditions Of Hire the bond will be returned within three weeks.
<b>5 Hiring payment</b>	5.1	<b>Casual</b> hire payment must be paid in full two weeks prior to hire.
	5.2	<b>Permanent</b> hire payments must be paid one month in advance.
	5.3	If payment is not received as requested, the Hirer's booking immediately lapses without any requirement to notify the Hirer.
	5.4	Management reserves the right to increase charges of hire at any time, and any Hirer who has booked will be duly notified in writing.
<b>6 Method of payment</b>	6.1	Payment by credit card can be done online at <a href="http://www.nillumbik.vic.gov.au">www.nillumbik.vic.gov.au</a> Select ..... <i>Make a payment ..... Facility Hire Payment</i> and proceed as directed.
	6.2	Payment in person can be made at 801 Main Road, Eltham for cheque or credit card only. Payment by eftpos / credit card / cash / cheque can also be made at Nillumbik Shire Offices, Civic Drive, Greensborough.
<b>7 Decorations</b>	7.1	No confetti, rice or confetti balloons are allowed on the premises or grounds.
	7.2	All candles must be inside a secure container so that no flame is exposed.

<p><b>8 Cancellation</b></p>	<p>8.1  8.2  8.3  8.4  8.5  8.6</p>	<p>Nillumbik Shire Council shall not be held liable for any interference or disruption to a booking which is caused by some civil disturbance, industrial action, Act of God, or circumstances which are beyond the control of Council.</p> <p>The hiring shall be subject to cancellation by the Council, with or without notice in the event of any national, local or other emergencies.</p> <p><b>Casual</b> bookings – if more than 28 days notice of cancellation is given, a full refund will be returned. If the facility is cancelled within 28 days of the date of hire, the fee will be forfeited unless the facility is re-let. If the facility is re-let, a fee of \$55.00 will be retained to cover administration costs.</p> <p>Nillumbik Shire Council may cancel the booking by written notice to the Hirer any time before the date of hire if:          -The event, goods or services proposed to be held or provided by the Hirer is objectionable, dangerous, infringes any copyright or other intellectual property rights;          -The hire fees and/or bond have not been paid;          -The Hirer has not provided evidence of adequate Public Liability Insurance coverage.</p> <p><b>Permanent</b> bookings, one month's notice is required for cancellation of a permanent booking. Council reserves the right to charge for one month's hire if this is not adhered to.</p> <p>If cancelling individual session/s, two weeks written notice is required or sessions will be charged as normal.</p>
<p><b>9 Refusal to let</b></p>	<p>9.1</p>	<p>The <i>Council Officer Community Facilities</i> may refuse to hire the facility at their discretion, notwithstanding that the application, deposit and/or hire fee has been paid. If the booking is cancelled it will be at the discretion of the <i>Council Officer Community Facilities</i> as to whether monies paid will be returned to the Hirer who hereby agrees in that case to accept the same, and to be held to have consented to such cancellation and to have no claim at law on inequity for loss or damage in consequences thereof.</p>
<p><b>10 Collection and return of keys</b></p>	<p>10.1</p>	<p>It shall be the responsibility of the Hirer to arrange collection and return of keys with the <i>Community Facilities staff</i> during hours of Monday to Friday 9am to 3pm.</p>
<p><b>11 Attendance</b></p>	<p>11.1  11.2  11.3</p>	<p>The Hirer or properly nominated representative shall be required to be present during the entire event or activity. All children at the facility must be under adult supervision at all times.</p> <p>It is the responsibility of the Hirer to ensure the behaviour of all persons upon arrival, during and at departure do not cause disturbance or distress to others.</p> <p><b>Good Order</b> The Hirer shall be responsible for observing these conditions and for the maintenance and preservation of good order in the facility throughout the whole duration of the period of use.</p>
<p><b>12 Equipment and kitchen</b></p>	<p>12.1  12.2  12.3</p>	<p>There is audio and visual equipment available in some of the rooms for hire. Speak to staff regarding its use.</p> <p>Limited number of tables and chairs within each room for your use.</p> <p>Kitchen items are available for your use, clean and return.</p>
<p><b>13 Assisted Listening System</b></p>	<p>13.1</p>	<p>There is an Assisted Listening System (ALS) available in some rooms. A minimum of 24 hours notice is required if needed.</p>
<p><b>14 Access / departure</b></p>	<p>14.1  14.2  14.3  14.4  14.5</p>	<p>The Hirer or user group will open and close the facility unless alternative arrangements have been made with the <i>Council Officer Community Facilities</i>.</p> <p>The Hirer must adhere to start and finish times as stated on the Application To Hire Form.</p> <p>When leaving facility, ensure lights and heating / cooling are switched off. Close and lock all windows doors and gates.</p> <p>Tables and chairs used by the Hirer must be wiped down and packed away after use.</p> <p>Equipment and decorations brought into the facility are to be removed after use.</p> <p>Leave facility and car park without excessive noise.</p>

	14.6 14.7 14.8	Access is not available the following day. Non-compliance with the conditions will result in the forfeit of the bond and extra charges may apply.
<b>15 Sub-letting</b>	15.1	No portion of the building hired shall be sub-let, transferred or assigned without the written consent of the <i>Council Officer Community Facilities</i> .
<b>16 Insurance</b>	16.1 16.2 16.3	16.1 The Hirer shall not do or neglect to do, or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relating to fire, OHS issues or public risk in connection with the facility. Therefore, the Hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission. 16.2 <b>Secondary Public Liability Insurance.</b> Hirers of public facilities are required by law to have secondary public liability insurance for a minimum of \$10,000,000 indemnity. A copy of the current Certificate of Currency is to be attached to the Application to Hire Form to be kept on file. 16.3 Secondary public liability insurance can be arranged through Council when booking is made for a fee of \$22.00 per hire. Conditions apply. This is not available for commercial business.
<b>17 Safety regulations</b>	17.1 17.2 17.3	17.1 <b>Emergency / Evacuation</b> Upon arrival Hirers take note of all exits, fire extinguishers and emergency numbers provided so they are fully informed in the event of an emergency. Hirers should then establish an emergency procedure.  <b>Council's after hours number is 9483 8895</b> for emergencies only. - Fire extinguishers are not to be relocated or covered. - Exit signs are NOT to be covered. 17.2 <b>Obstructions</b> The Hirer shall comply in every respect with regulations under the Environmental Health Act and Building Regulations 1994 with regard to Public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building. 17.3 <b>Incident / Accident</b> Hirers of facilities are to report any incident/accident to the <i>Council Officer Community Facilities</i> or <i>Officer</i> on call within twenty four hours of the incident occurring.
<b>18 Fire restrictions</b>	18.1	<b>Code Red and Extreme Days</b> – closure of Council controlled and managed halls outside built up areas of Diamond Creek, Eltham, Research and Greensborough.
<b>19 Damage</b>	19.1 19.2	19.1 The walls, floors, curtains and blinds must not be pierced or marked by nails, pins, screws or equipment. Any materials used to fix decorations should not damage surfaces or paint. Do not tie decorations to ceiling fans. 19.2 The hirer shall be liable to meet the full cost of any damage.
<b>20 Cleaning</b>	20.1 20.2	20.1 The hirer is responsible to leave the facility and grounds in a clean and tidy manner. There is a vacuum available for your use. 20.2 Place all rubbish in relevant bins provided. If bins are full please take rubbish home or extra costs may apply.
<b>21 Theft</b>	21.1	21.1 Neither the Council nor its officers shall be liable for any loss or damage sustained by the Hirer or any person, or business entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies the Council against any claim by any such person or business in respect of such article or thing.
<b>22 Liquor</b>	22.1 22.2	22.1 If liquor is available, it must be served with food. 22.2 Liquor cannot be SOLD at this facility under any circumstances. The Victorian Commission for Gambling and Liquor Regulation state that "a temporary limited liquor licence cannot be granted for events held at a premises used primarily by people under the age of 18 years".
<b>23 Food safety</b>	23.1	23.1 Please ensure that any food caterers that are serving/preparing food consumed by the guests at any public event are currently registered within the Council that they reside in. This is to ensure that the business has been regularly assessed as a part of their legislative requirement under the Food Act 1984.

	23.2	If you are preparing to prepare food, at our facility for sale, please contact <i>Council's Environment Health Services</i> on 9433 3340 to obtain a food premises registration. A copy of your current food act registration certificate is required to be provided and or cited.
<b>24 Smoking</b>	24.1	All Council properties are designated "Smoke Free Environments". Therefore, no smoking is allowed in the facility or its grounds or within 10 meters of the children's play area.
<b>25 Party Safe</b>	25.1	Party Safe may apply according to the purpose of hiring.
<b>26 Subject to entertainment</b>	26.1	The Hirer shall, at the discretion of the <i>Council Officer Community Facilities</i> , supply a fully detailed written program showing precisely what is to be conducted at the facility.
<b>27 Acts and regulations</b>	27.1	The Hirer shall conform to the requirements of the Health Act, Local Government Act, or any Regulations made thereunder, and shall be liable for any breach of such Acts or Regulations and all other statutory rules. The Hirer and notices given to the proper Officer must comply with provisions or regulations of the Commonwealth of Australia or State of Victoria for the time being in force. Copies of all Acts, Laws and Regulations are available at Council if required.
<b>28 Signage</b>	28.1	Hirers agree they have been advised they <b>cannot</b> advertise their event by erecting signs in the Shire of Nillumbik, except for local community and not-for-profit groups who have successfully applied for permission to use the designated temporary sign locations specified on the <i>Nillumbik Shire Council</i> website <a href="http://www.nillumbik.vic.gov.au">www.nillumbik.vic.gov.au</a> Hirers erecting signs illegally may be prosecuted.
<b>29 Auxiliary power</b>	29.1	In the event of any power restrictions being imposed by statutory bodies the Hirer at his own expense, may make arrangements for temporary supply, subject to the approval of the <i>Council Officer Community Facilities</i> of the type and placing of the temporary installation.
<b>30 Privacy notification</b>	30.1	Council is collecting the personal information requested on this form for facility hire purposes only. By providing this information you understand and accept that the information will be used solely for this purpose and you may apply to Council for access or amendment to this information at any time.
<b>31 Disputes</b>	31.1	In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the <i>Council Officer Community Facilities</i> therefore shall be final and conclusive.