



Phoenix Youth Centre Conditions of Hire

The Phoenix Youth Centre (the Centre) is operated by Maribyrnong City Council's Youth Services and Social Support. The Centre is a drug, alcohol and smoke free space.

Philosophy and ethos

Maribyrnong Youth Services is committed to all of its programs and Centre activities being in accordance with the Youth Work principles and practice responsibilities and YACVic's Code of Ethical Practice.

The Centre is a discrimination free zone that welcomes young people regardless of race, ability, gender, culture, religion or sexuality. All bookings at the centre must ensure that they provide access for people of all abilities, including those using mobility aids (such as wheelchairs). Assistance can be provided to bookings to assist with their accessibility planning.

The Centre has a shared space philosophy. Centre users are to respect the rights of other users at all times.

Maribyrnong City Council promotes the inclusion and equality of all people. Council actively participates in celebrations and campaigns to promote equality and prevent discrimination including but not exclusive to: Cultural Diversity week, Refugee week, NAIDOC week, Mental Health week, International Women's Day, International Day for People with Disability, White Ribbon Day, Racism It Stops with Me and International Day Against Homophobia.

Availability

The facility is available for hire from 9am to 10pm Monday to Sunday. The Centre's business hours are 9:30am – 5pm Monday to Friday. The times booked must include time for set up, pack up and clean up. Any use of the Centre before or after the booked time will result in charges being deducted from the security bond and, if an insufficient bond is held, the additional charges will be invoiced to the hirer.

Criteria for hire

Bookings must be primarily for the benefit of young people aged 12 to 25 who live, work, study or recreate in the City of Maribyrnong.

All bookings must comply with the Centre's policies, philosophy and ethos and not be damaging to the Centre's reputation. Permanent bookings are not available so as to provide equal access for all people using the Centre.

The Centre can not be booked for private functions such as birthday parties, weddings, etc.

Bookings are accepted within the following timeframes:

Permanent tenants and young people

Schools, community groups and agencies with a youth focus

Community groups, agencies and business without a youth focus

52 weeks in advance

26 weeks in advance

12 weeks in advance

Young Peoples' participation

Due to being a local government facility specifically for young people, we strongly encourage the involvement of local young people in the planning and delivery of your event. This involvement could include

- 1) The performance line up including young people aged 12-25 who live, work, study or recreate in the City of Maribyrnong.
- 2) The event is organised by, or actively includes in its running, young people aged 12-25 who live, work, study or recreate in the City of Maribyrnong.

We can assist you with identifying local young people that could be involved in the performance and/or the planning and delivery of your event.

Room descriptions and equipment

The Centre has room floor plans and equipment lists available on request. Additional equipment can be booked separately and a list is available on request. All rooms include access to toilet facilities and the kitchen or a kitchenette.

Auditorium: Large room with stage, lighting, and polished wood floor suitable for music events.

Bunker: Medium-sized room with carpeted floor, raised platform, and a data projector.

Training Room: Medium sized room with polished floor and roof mounted data projector.

Meeting Room 3: Small meeting room for up to 6 people with table and chairs.

Courtyard and BBQ area: Outside area with tables, seating and a BBQ.

Community Kitchen and Multispace: This space is accessed by all centre user and can not be exclusively booked during business hours. However groups are welcome to use the space alongside their booking. The kitchen includes basic equipment

Gig package: Includes room hire of Auditorium and Bunker, and can include the hire of sound equipment.

Application for facility hire

All applications for hire of the Centre must be completed using the booking form, signed by the applicant, providing all required information relating to the booking and containing the applicant's undertaking to comply with these conditions of hire. Where the application is made on behalf of an organisation or group the nominated applicant shall be liable for ensuring compliance with these conditions of hire. Completed booking forms are stored at the Centre however copies are available to the applicant on request.

Confirmation of booking

Submission of a booking form does not guarantee a booking. Bookings are not confirmed until Centre staff approve the booking and provide confirmation to the applicant. Bookings may be held provisionally in cases where the hirer has submitted a booking form and further information is required by Centre staff.

Security Bond

All bookings must pay a security bond unless waived by Centre staff. Waiving of the security bond will not occur for bookings taking place outside of the Centre's business hours, Monday to Friday 9:30am – 5pm. Subject to a site inspection to ensure no damage to the Centre has occurred, the bond will be returned within 30 working days of the booking. Should any damage to the Centre or equipment occur to a value higher than the bond, the hirer agrees to pay the Centre the full amount in excess of the bond.

Bond amounts:

| | | |
|----------------------|-------|--|
| Booking | \$200 | (all bookings unless waived) |
| Security Access Card | \$20 | (all after hours bookings) |
| Keys | \$50 | (all after hours bookings requiring equipment) |

Payment

Payment for bookings can be made in cash, via EFTPOS or via invoice. EFTPOS payments can only be processed at the Maribyrnong City Council Town Hall. Bond payments can only be made by cash. All booking and bond payments must be made in full prior to the booking induction. Pre-payment may be waived for young people at the discretion of the Team Leader Youth Facility and Resources.

Cancellations

The Centre may cancel any booking when the facility is required for Municipal, State or Federal government purposes. The Centre may cancel any booking, at any time, if it believes the booking is in breach of the conditions of hire.

The hirer may cancel a booking. Cancellation of bookings must be made in person, in writing or via email at least 5 working days prior to the scheduled booking. Failure to provide 5 working days notice will result in the hirer being charged the full cost of the scheduled booking.

Building Access and Security

Access to the centre is via a security access card. The procedure for accessing the Centre as well as disarming and arming the alarm will be demonstrated to the hirer at the booking induction. Hirers will be issued with a security card that outlines the procedure to follow if the security alarm is activated or if any vandalism or building issues occur during the booking. Failure to follow the correct procedures will incur a \$75 security call out fee being withheld from the bond.

Hirers are responsible for securing and alarming the building at the end of their booking. This includes ensuring that all windows and doors are securely locked. Any damages associated with the failure of the hirer to properly secure and alarm the building at the completion of their booking will be the responsibility of the hirer.

All building access and security equipment, including access card and keys, will be issued to the hirer during the booking induction. All building access and security equipment issued to the hirer must be returned on the next working day after the booking. An additional charge of \$5 per day will apply to any outstanding access and security equipment not returned.

Booking Induction

All hirers must undergo a booking induction prior to their booking. The booking induction takes up to 45 minutes. Hirers who have had bookings at the centre in the previous 6 months will be given a shortened induction. An appointment must be made with Centre staff to conduct the booking induction. No booking inductions occur after 3:30pm on Friday afternoons.

Set up

All booking set up, including tables and chairs, staging, sound and I.T. equipment, is the responsibility of the hirer. Centre staff are unable to provide assistance or technical advice. While the Centre endeavours to keep its equipment in good condition it does not guarantee that any piece of equipment supplied with the booking is in working order. It is the responsibility of the hirer to ensure, at the time of the booking induction, that any required equipment is in working order.

Red pin boards are provided in each room for hirers to use during their booking. These pin boards are to be used for signage, information and promotion purposes.

Sound Equipment

Any sound equipment hired as part of the booking is provided in an 'as is' condition. It is the responsibility of the hirer to ensure, at the time of the booking induction, that the sound equipment is in working order and that the sound engineer is able to assemble and operate the equipment.

Noise restrictions

Sound can not exceed 97dBA in the Centre at any time. The digital meter must be placed at the PA system at all times and monitored by sound technician. All internal doors are to remain closed at all times to reduce sound impact on surrounding residential areas.

The hirer is responsible to ensure that people entering and exiting the Centre as part of their booking do not create excessive noise or disruption to surrounding residents.

Additional equipment

Hirers must provide details on the application form of any additional equipment intended to be brought into the hired spaces. All electrical equipment must be tested and tagged by an authorised person and carry a current test tag before use in the Centre. Earth leakage protection must be used on all portable electrical equipment.

Decorations and graffiti

Under no circumstances may hirers fix items to walls, ceilings, floors or any painted surfaces. The use of tape, adhesives, screws, nails or staples is forbidden. The use of confetti, streamers or similar articles of decoration is prohibited. No graffiti is to be drawn or stickers stuck onto any internal or external surface of the Centre.

Food and Drink

Hirers planning on having food or drink in the Centre must provide details on the booking form. Hirers must comply with the Food Act 1984 and other relevant regulations. Maribyrnong City Council's Environmental Health Services Unit can provide further information on 9688 0200.

Adult Supervision and Licensed Security

All bookings must include adequate adult supervision at all times during the booking. For large bookings, Gigs or any booking directed by the Team Leader Youth Facility and Resources three adults, over 25 years of age, must provide active supervision for the whole booking. Adults with other roles, such as band members or sound engineers, are not considered to be providing active supervision.

Any booking identified as high risk by the Team Leader Youth Facility and Resources will be required to have Licensed Security personnel in attendance.

The hirer is responsible for the conduct of all people attending their booking and for the maintenance and preservation of good order during their booking. This includes ensuring all conditions of hire are enforced.

Entertainment, Training or Event Content

Hirers must provide on the booking form details of the content to be presented at the booking. Content which is contrary to the Centre's policies and ethos or potentially damaging to the Centre's reputation will not be approved.

Smoking, Alcohol, Drugs and Gambling

The Centre is a drug, alcohol and smoke free space. This includes all enclosed courtyards and the Centre car park. Ashtrays are provided in two designated smoking areas: at the front of the centre and at the basketball at the rear of the car park. The Centre does not take bookings that involves or promotes smoking, alcohol or drugs of any kind, including through sponsorship. No game of chance at which, either directly or indirectly, money is passed as a prize, shall take place in the Centre.

Amendment of conditions

Hirers are advised that the Centre may amend these conditions of hire without notice at any time. Notwithstanding, when conditions are amended every effort will be made to inform all hirers. The Team Leader Youth Facility and Resources may, at their discretion, impose additional conditions on bookings on a case by case basis. If additional conditions are to apply the hirer will be notified in writing prior to their booking induction.

Variations to these conditions may be negotiated with the Team Leader Youth Facility and Resources. Any agreed variation will be attached in writing to the booking form and signed by both parties.

Performing rights

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights and the hirer agrees to indemnify the Centre against any claim for breach of copyright or any action therewith.

The Phoenix Youth Centre does not hold an APRA venue licence. It is the responsibility of hirers to ensure they hold the relevant licence or are exempt from the licensing requirements. Hirers need to provide us with the details of their licence or exemption for any booking where live music (including recordings) will be used before their booking can be confirmed. For more information on APRA licensing see <http://www.apra-amcos.com.au/>

Smoke Machines

Due to fire detection devices in the Centre, smoke machines are not permitted within the facility. The hirer must pay for any breach resulting in the fire brigade attending the Centre. The base call out fee for the Melbourne Fire Brigade is \$1600.

Risk Management

All hirers must complete and submit a Risk Assessment and Management form. Centre staff can provide assistance in the completion of this form. This condition will only be waived for bookings classified as low risk by Centre staff or organisations able to provide existing Risk Management policies and procedures.

Animals

No animals, other than assistance animals, shall be allowed in the facility without the consent of Centre staff.

Directions and Right of free access

The hirer and persons under the hirer's directions shall comply with any direction by Centre staff, or their delegates, as to the management of the facility and booking being conducted therein. The hirer shall be held responsible for the actions of all and every person attending the booking.

The right of free access to any part of the Centre at all times is reserved for Centre staff, their contractors or Maribyrnong City Council staff.

Building Code

The hirer must comply in every respect with the *Building Act 1993* and the *Health Act 1958* with regard to public buildings for the prevention of over crowding, obstruction of fire exits, corridors, passages and any other part of the building. Failure to adhere to instructions may result in the cancellation of the event.

- Maximum capacity restrictions apply. The maximum capacity for the Auditorium and Bunker combined is 210 people inclusive of performers, crew and staff.
- No fire exits or fire extinguishers can be obstructed at any time.
- No smoke machines or open flame is allowed.
- Any Fire Brigade call out costs will be forwarded to the hirer if the fire alarm is set off due to a false alarm attributable to the hirer's activities.

Insurance

All hirers must have Public Liability Insurance coverage for a minimum value of \$10,000,000, current at the time of hire. A copy of the Certificate of Currency must be provided with the booking form.

Young people and not for profit community organisations may be able to source Public Liability Insurance coverage through Council's public liability 'Hirers of Council owned or controlled facilities' Insurance Policy upon payment of \$25.

Hirers are responsible for Worker's Compensation or similar insurance for all their workers/contractors who are engaged by the hirer irrespective of whether they are paid or unpaid.

Emergency Procedures

The Centre Emergency Procedures are displayed throughout the Centre. It is the responsibility of the hirer to familiarise themselves with the procedures and ensure they are followed.

All incidents (hazards, near misses, first aid, medical treatment, damage to property, etc) must be reported to Centre staff by the next business day and an incident form completed.

Post Booking Cleaning

The hirer will leave the facility in a tidy condition and all fixtures in good working order and condition. Cleaning products are available in kitchen areas. The hirer must complete the following cleaning tasks:

- All rubbish inside and outside the centre is to be placed in the rubbish bins at the rear of the Centre. The hirer is to provide own garbage bags for this purpose.
- All surfaces including tables, chairs, stove and sinks to be wiped clean.
- Clean all whiteboards if applicable.
- All rooms and equipment must be returned to the floor plan outlined on the floor plan diagram in each room.
- All equipment must be replaced in its designated storage space and any alterations to settings or set up of equipment rectified.
- Any damages to the Centre or equipment must be reported to Centre staff.

All bookings for large events will be charged a \$100 cleaning fee.

The Centre shall be entitled to have the facility cleaned or put in order and the cost of doing so will be deducted from the security bond at the rate of \$50 per hour or part thereof.

The Centre takes no responsibility for any items left in the Centre before, during or after the booking.

Breaches of conditions of hire – young people

Young people who hire the Centre and breach the conditions of hire will be issued with a verbal warning in the first instance. The warning will include the steps necessary to rectify the breach of conditions of hire if appropriate. A breach of the conditions of hire on a subsequent booking will result in a written warning being issued. The written warning will include the details of the first and second warnings and outline any additional conditions that may be placed on subsequent bookings. A breach of the conditions of hire for a third time will result in the young person being banned from booking the Centre. This ban will remain in place at the discretion of the Team Leader Youth Facility and Resources.

Breaches of conditions of hire – all hirers except young people

Hirers of the Centre who breach the conditions of hire will be issued with a verbal warning in the first instance. The warning will include the steps necessary to rectify the breach of conditions of hire if appropriate. A breach of the conditions of hire on a subsequent booking will result in a written warning being issued. The written warning will include the details of the first and second warnings and outline any additional conditions that may be placed on subsequent bookings. A breach of the conditions of hire for a third time will result in the hirer being banned from booking the Centre indefinitely.

Complaints Procedure

Hirers who have a complaint about their booking or other matter relating to the Centre are able to inform the Team Leader Youth Facility and Resources of their complaint. All complaints will be handled in line with Maribyrnong City Council's Complaints Resolution Policy. A copy of the policy can be accessed at <http://www.maribyrnong.vic.gov.au>

Booking Fees – Effective from 1 July 2016

| Young People | Cost P/H |
|-----------------------|---|
| The Bunker | No charge during business hours After hours rates to be negotiated |
| The Auditorium | |
| The Training Room | |
| The Community Kitchen | |
| Computer Hub | |
| Meeting Room 3 | |
| Outside Area | |
| Splash Gallery | |

| Organisations with youth focus | Cost P/H | GST | Total |
|---------------------------------------|-----------------|------------|--------------|
| The Bunker | \$15.91 | \$1.59 | \$17.50 |
| The Auditorium | \$18.64 | \$1.86 | \$20.50 |
| The Training Room | \$15.91 | \$1.59 | \$17.50 |
| The Community Kitchen | \$13.18 | \$1.32 | \$14.50 |
| Computer Hub | \$13.18 | \$1.32 | \$14.50 |
| Meeting Room 3 | \$13.18 | \$1.32 | \$14.50 |
| Outside Area | \$13.18 | \$1.32 | \$14.50 |
| Splash Gallery | | | |

| Not for Profit Organisations | Cost P/H | GST | Total |
|-------------------------------------|-----------------|------------|--------------|
| The Bunker | \$17.73 | \$1.77 | \$19.50 |
| The Auditorium | \$21.36 | \$2.14 | \$23.50 |
| The Training Room | \$17.73 | \$1.77 | \$19.50 |
| The Community Kitchen | \$15.91 | \$1.59 | \$17.50 |
| Computer Hub | \$15.91 | \$1.59 | \$17.50 |
| Meeting Room 3 | \$15.91 | \$1.59 | \$17.50 |
| Outside Area | \$15.91 | \$1.59 | \$17.50 |
| Splash Gallery | | | |

| Organisations without a youth focus | Cost P/H | GST | Total |
|--|-----------------|------------|--------------|
| The Bunker | \$40.45 | \$4.05 | \$44.50 |
| The Auditorium | \$54.55 | \$5.45 | \$60.00 |
| The Training Room | \$40.45 | \$4.05 | \$44.50 |
| The Community Kitchen | \$20.45 | \$2.05 | \$22.50 |
| Computer Hub | \$20.45 | \$2.05 | \$22.50 |
| Meeting Room 3 | \$20.45 | \$2.05 | \$22.50 |
| Outside Area | \$20.45 | \$2.05 | \$22.50 |
| Splash Gallery | | | TBC |

| GIG Bookings | Cost | GST | Total |
|---|-------------|------------|--------------|
| Package (including room hire and equipment) | \$386.36 | \$38.64 | \$425 |
| Room hire (excluding equipment) | \$295.45 | \$29.55 | \$325 |
| Young person organised GIG | \$236.36 | \$23.64 | \$260 |

All large bookings & Gigs attract a \$100 cleaning fee in addition to the booking fee