



Maribyrnong  
CITY COUNCIL

# Civic Precinct and Community Hub Conditions of Hire

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## Introduction

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The Civic Precinct and Community Hub (CPACH) aims to create environments where people feel welcome, safe and included.

A number of rooms have been prioritised for community use providing opportunities for groups to meet, learn and engage.

The purpose of this document is to:

- Outline the terms and conditions of use of the CPACH community rooms.
- Define the roles, responsibilities and expectations of the Hirer and Council.
- Ensure the effective and cooperative use of CPACH spaces.
- Supersede any previous written or verbal agreements.

## Definition of Terms

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Term	Definition
CPACH	Refers to Civic Precinct and Community Hub
Council	Refers to Maribyrnong City Council
Hirer	Refers to an individual or group that books any space at CPACH

## Requirements of Use

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### Public Liability

All Hirers must hold a valid and up to date Public Liability Policy for a minimum of \$20 million. It is mandatory that this document is submitted when booking – bookings without this document will not be considered for approval.

### Child Safety Requirement

Maribyrnong City Council is committed to being a child safe organisation and has a zero tolerance for child abuse.

Hirers who use our spaces, recognising they may also be used by children and young people under the age of 18, must agree to comply with all Victorian law relating to child safety and wellbeing including, but not limited to, the *Children, Youth and Families Act 2005* and the *Worker Screening Act 2020*.

In addition, the Hirer agrees to comply with the Victorian Child Safe Standards and the Reportable Conduct Scheme, established under the *Child Wellbeing and Safety Act 2005*.

Children must be supervised by a responsible adult at all times while in the facility.

# Conditions of Use

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## Guidelines

Hirers must observe the following:

- Rooms must be booked in advance and their use approved by Council.
- The room may only be accessed on the booked days and times.
- Rooms must be left in the same state they are found.
- Unauthorised use of the rooms may result in the cancellation of all future bookings.
- All fees must be settled within payment timeframes and prior to the booking date.
- Council reserves the right to review or revoke Hirer access at any time.
- Council reserves the right to refuse any request to hire at our discretion.
- Facilities are only available Monday to Friday from 9am – 5pm.

## Fees

Council reviews all fees and charges annually, with new fees taking effect on 1 July each year. The fees and charges payable by the Hirer may be changed to reflect the rate applicable at the time of the booking and any additional requirements.

Hirers are responsible for the payment of applicable fees and bonds within payment timeframes and prior to use any rooms.

## Bonds

A Security Bond is required to be paid for the hire of the Forum Rooms and Reception Room.

This bond will be paid in addition to the hire fee, as a guarantee of fulfilment of the conditions of hire, and as security against any damage to the building or any fittings and furniture contained within the building/hired room.

An invoice will be forwarded to meet the full recovery cost including but not limited to instances where:

- All rubbish was not removed.
- Additional cleaning was required.
- There was damage to the space.
- The premises were not vacated at the agreed time.
- There were any other extraordinary costs.

This invoice must be paid immediately to ensure further continuation of hire. Any outstanding amounts will be deducted from the bond.

The bond amount will be refunded if all conditions of use are adhered to and after any additional expenses have been deducted if relevant. This bond refund process can take up to four weeks from the booking date/approval of bond return.

## Access

Access to the venue is limited to booking times and days once confirmed - this includes room set up and pack down.

If the venue is not vacated and all possessions removed by the specified time, the Hirer may be required to pay the costs associated with staff remaining on site to facilitate their exit from the building, or lost cost from the next booking that has been impacted.

Council staff are entitled to access the hired area at any time.

## Equipment

Council is not liable for damage or loss of equipment or goods belonging to Hirers while on site.

Hirers are liable for any damages to Council equipment or amenities during their booking, whether caused by themselves or a member of their group or parties associated with their group.

Any damages must be reported to Council immediately.

## Allocated Storage

All items brought in by the Hirer and their guests for the booking must be removed from the room(s) at the end of the booking timeframe.

Council is not liable for damage or loss of possessions or goods belonging to users while on site, or possessions or goods that are not removed at the end of the booking timeframe.

## Booking Changes and Cancellations

If Hirers wish to cancel or modify their booking they must notify Council as soon as possible - taking into account the below Notice of Cancellation table.

Council reserves the right to change or cancel any booking made by a user group if the room(s) is required for Council business, including a civic function, or municipal emergency management response. This may include permanent use of a particular room.

In the event a booking has been made and fees/bond paid, where Council cancels a booking any payment(s) will be refunded. The user group agrees that they will accept the cancellation and have no legal claim for any loss or damage as a consequence.

## Notice of Cancellation Table

Notice of Cancellation	Cancellation Fee: Auditorium and Reception Room	Cancellation Fee: all other rooms
Between 6 - 4 weeks prior to the event	10% of bond amount	No Charge
Less than 4 weeks prior to event	50% of bond amount	No Charge
Less than 2 weeks prior to event	50% of hire fee and bond	No Charge
Within 1 week of a scheduled event	100% of hire fee and bond	100% of hire fee

## Refusal to Hire

Council reserves the right to refuse hire to any hiring group if the event/group content is deemed incompatible with our values or is found to have been concealed or misrepresented by the Hirer.

In the event a booking has been approved and fees paid, Council reserves the right to cancel the booking and return all fees paid if it is considered the nature of the event conflicts with Council policies or may impact on Council's reputation.

The Hirer agrees they will accept the cancellation and have no legal claim for any loss or damage as a consequence.

## Grievances and Dispute Resolution

In the event of a dispute arising between Council and the user group, a notice of the dispute must be detailed in writing to the other party.

Both parties must take all reasonable steps to resolve the dispute. If the dispute remains unresolved, and Council considers the user group to have breached the conditions of use, Council may immediately terminate the agreement without notice. This may also result in a decision not to accept future bookings.

## Hirer Responsibilities

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Maribyrnong City Council is committed to providing a safe, welcoming and inclusive shared space within the CPACH.

This includes expectations of respectful behaviour towards council staff, other users and equipment in these facilities, and adherence to Council policies and legislation generally - this includes noise rules and permission to take photographs or film inside the building.

- Users are welcome to use the furniture and equipment in the facility, but are required to re-set the furniture at the end of their booking, as well as clearing away any rubbish appropriately in the bins provided.
  - All Council facilities are non-smoking and non-vaping environments. This includes outdoor areas within five metres of any entrance doors and windows. Non-adherence to these requirements could result in the refusal for future hire.
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- Where any actions by the Hirer and their group causes the buildings fire alarms to activate, the Hirer will be responsible for any costs and to Fire Rescue Victoria in accordance with their fees.
- Specified room capacity numbers are not to be exceeded
- All groups must respect residents in the surrounding area and other users of the Precinct. This includes being mindful of noise when arriving and exiting the building.
- Please note if “Break Glass” functions are activated due to misuse, a fee of \$150.00 will be incurred, payable by the Hirer.
- Open flame lamps, candles, smoke/ fog/ mist machines are prohibited.
- It is important for users to have appropriate support in our facilities. Users requiring assistance with personal carers or similar, must be accompanied by a support person while using the facilities.
- Any items remaining on the premise following the booking will be held for a maximum of seven days before being disposed of without further notice to the Hirer.

## Incidents at Time of Hire

Security breaches or an emergency (fire/medical matter) must be reported immediately. All other incidents, accidents, injuries and near misses must be reported to Council within 48 hours following the booking.

All breakages and damage must be reported promptly to Council staff so that repairs and/or replacements can be arranged. This includes specifically any damage to Council's art collection.

## Prohibited Items and Activities

- Single use plastics, Talcum powder, confetti, glitter, helium balloons and similar items are not permitted in the venue or to be used during use of any spaces within the Civic Precinct and Community Hub.
- Haze and smoke machines or any activities that create steam or smoke are not permitted in the facility (eg. deep fryers).
- Naked flames or items causing smoke cannot be used by the Hirer or the Hirer's participants in the venue.
- Flammable liquids and gas cylinders are not permitted inside the venue.
- Smoking and or vaping is not permitted in the venue and immediate surrounding areas.
- Hirers and their guests are not able to bring alcohol or illegal substances into the building.
- Gambling in any form is not permitted in the venue and the event cannot be linked to or sponsored by any gambling activity, venue or corporation.
- Overriding of alarms is not permitted within any part of the building.
- Banners are not permitted to be hung internally or externally anywhere on or in the building.
- Permission must be sought before attempting to affix any items to walls, windows or any other surface.

## Cleaning

The Hirer must ensure spaces are left in the same condition in which they were found including the location of furniture, the removal of any rubbish, and anything else that may impact the amenity of the venue.

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Fees and charges may be incurred by the Hirer, where meeting spaces are not left in an acceptable state. Council will provide advice to the Hirer within 48 hours from the date of the booking of its intention to apply additional fees and charges.

## Kitchen Access

The kitchen area on the ground floor is only available for catered functions hosted in the auditorium, i.e. those that require all three Forum Rooms.

The Hirer must provide all crockery, cutlery, glassware and all other necessary items required to accommodate catering. Commercial dishwashers are available for use by the Hirer.

Access to the kitchen area must also be requested at the time of booking.

Kitchen areas must be left in the same condition as they were found or additional charges may apply.

## Use of caterers

Where a booking includes catering, the Hirer must engage one of Council's preferred caterers who are familiar with the Civic Precinct and Community Hub facilities and environment. Details of preferred catering providers can be provided upon application.

## Emergency Procedure Responsibilities

In case of an emergency where an evacuation is required, Hirers and their guests will be supported to move to the safe, designated assembly area by Council staff.

Any person on-site at the time of a building emergency that requires an evacuation must take instructions from Council staff - generally this would be safety wardens who are identifiable by the wearing of a yellow or red hard hat and vests.

Under no circumstances should anyone re-enter the building until it has been deemed safe to do so by an attending fire warden.

### **Primary Evacuation Assembly Point**

The designated primary evacuation assembly point is the car park area between the rear of the Billy Button Childcare Centre and the railway line.

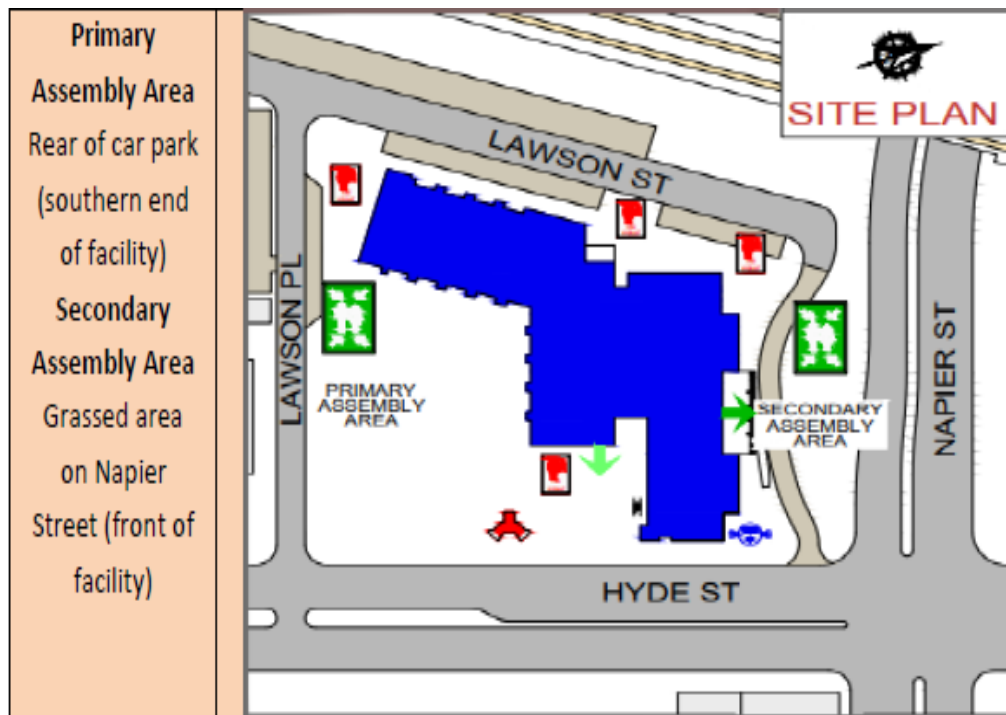
### **Secondary Evacuation Assembly Point**

The designated secondary evacuation point is the grassed area on the Napier Street side of the building (same side as the Footscray Police Station).

Fire wardens will direct anyone in attendance to the closest evacuation assembly point in the event of an emergency.

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## Medical Emergency

In the event of a medical emergency, the Hirer should contact reception who will alert a suitably qualified attendee to provide first aid assistance. Where the situation is considered serious or potentially life threatening, the Hirer should phone triple zero (000) immediately and follow instructions provided by the operator, and have someone notify the Civic Facilities.

## Anti-Social Behaviour

Council is committed to providing a safe working environment for all its employees and all visitors to CPACH.

Anyone observed to be conducting themselves in an anti-social manner will be instructed to leave and where necessary escorted from the premises. Any refusal will result in contact with authorities.