

## **Phoenix Youth Hub - Conditions of Hire**

Phoenix Youth Hub is operated by Maribyrnong City Council's Youth Services and is the only Youth dedicated facility in the City of Maribyrnong. Please read the following conditions of use before submitting your booking request form.

### **1. Philosophy and ethos**

Maribyrnong Youth Services is committed to all of its programs and activities adhering to the Youth Work principles, practice responsibilities and YACVic's Code of Ethical Practice.

<https://www.yacvic.org.au/assets/Uploads/The-Code-of-Ethical-Practice.pdf>

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

### **2. Inclusiveness**

Phoenix Youth Hub is a discrimination free zone that welcomes young people regardless of race, ability, gender, culture, religion or sexuality. All bookings at Phoenix Youth Hub 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.

Maribyrnong City Council promotes the inclusion and equality of all people. Council actively participates in celebrations and campaigns to promote equality and prevent discrimination.

### **3. Child safety standards**

If there are minors under 18 years of age involved in a booking, the hirer is responsible for ensuring there is adequate adult supervision at all times during the booking, which comply with Child Safety Standards. Maribyrnong City Council is a child safe organisation committed to child safety and supporting the best interests of children in all its operations. The Council actively promotes the safety, participation and empowerment of all children, with a zero tolerance to child abuse. The Council acknowledges that every child has the right to feel and be safe.

<http://providers.dhhs.vic.gov.au/child-safe-standards>

### **4. Availability**

Phoenix Youth Hub rooms for hire are available from 9:00am to 10:00pm Monday to Sunday.

All bookings must include time for set up, pack up and clean up. Any use of Phoenix Youth Hub before or after the booked time will result in charges being deducted from the security bond.

*Please note:* Phoenix Youth Hub business hours are 9:30am – 5:00pm Monday to Friday.

### **5. Criteria for hire**

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

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

Phoenix Youth Hub cannot be booked for birthday parties, weddings or any private functions.

Phoenix Youth Hub staff reserves the right to refuse or cancel any booking immediately if it does not comply with the conditions of hire.

### **6. Young Peoples' participation**

Phoenix Youth Hub strongly encourage the involvement of local young people in the planning and delivery of events. This involvement could include;

- 1) The performance line up including young people aged 12-25 who live, work, and study or socialise 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 socialise in the City of Maribyrnong.

## 7. Room descriptions and equipment

The Hub 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 where relevant, the kitchen or a kitchenette.

<b>Auditorium</b>	Large room with stage, lighting, and polished wood floors suitable for music and live performance events as well as forums.
<b>Bunker</b>	Medium-sized room with carpeted floor, raised platform, and a data projector.
<b>Kitchen and Multispace</b>	Fully equipped kitchen with stove and oven. This space is accessed by all users of the building including internal Phoenix Youth Hub staff.
<b>Training Room</b>	Medium sized room with polished floor and roof mounted data projector. Suitable for meetings/ trainings / presentations for up to 20 people at a time.
<b>Courtyard and BBQ area</b>	Outside area with 2 fixed tables and seating for 6 and a BBQ.

## 8. Application for facility hire

All applications for hire of Phoenix Youth Hub must be completed using the booking form, signed by the applicant. 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.

## 9. Confirmation of booking

Submission of a booking form does not guarantee a booking. Bookings are not confirmed until the Phoenix Youth Hub 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 Hub staff. (Refer to point 13)

## 10. Security Bond

All bookings must pay a security bond. Subject to a site inspection to ensure no damage to the Hub has occurred, the bond will be returned within 30 working days of the booking. Should any damages to the Phoenix Youth Hub facility or equipment occur to a value higher than the bond, the hirer agrees to pay the Hub the full amount in excess of the bond. A new creditor form will be given to each hirer for completion in order to receive bond refund.

### Bond amounts:

Booking	\$200.00
Security Access Card	\$20.00
Keys	\$50.00

## 11. Payment

Payment for bookings can be made via EFTPOS or invoice. All booking and bond payments must be made in full prior to the booking.

## 12. Cancellations

The Phoenix Youth Hub staff may cancel any booking, at any time, if they believe 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.

### **13. Tentative Booking cancellation**

Rooms can be booked out tentatively prior to booking form being submitted. However, Phoenix Youth Hub staff have the right to delete tentative bookings after 10 working days if not confirmed by the hirer.

### **14. Building Access and Security**

Access to the Hub is via a security access card. The procedure for accessing the Hub 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.

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.

### **15. Booking Induction**

All hirers must undergo a booking induction prior to their booking. Hirers who have had bookings in the previous 3 months may not require an induction. An appointment must be made with staff to conduct the booking induction.

### **16. Set up**

All booking set up is the responsibility of the hirer. If support is needed with equipment setup the hirer must organise with staff prior to event and additional charges will be added to the booking.

Staff support is only available during business hours 9:30am – 5:00pm.

### **17. 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 sound equipment is in working order and that the sound engineer is able to assemble and operate the equipment. If there is a fault with any of the sound equipment provided please report as soon as possible or within the next business day.

### **18. Noise restrictions**

Sound cannot exceed 97dBA in the Hub at any time. The digital meter must be placed at the PA system at all times and monitored by a 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 Phoenix Youth Hub as part of their booking do not create excessive noise or disruption to surrounding residents.

### **19. Non Phoenix Youth Hub 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 Hub. Earth leakage protection must be used on all portable electrical equipment.

### **20. Decorations**

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. Any decorations including balloons must be taken down after booking.

**21. Food and Drink**

Hirers providing food or beverages at their booking 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.

**22. 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 Phoenix Youth Hub staff, 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 Phoenix Youth Hub staff 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.

**23. Smoking, Alcohol, Drugs and Gambling**

The Phoenix Youth Hub is a drug, alcohol and smoke free space. This includes all enclosed courtyards and the car park. Phoenix Youth Hub 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 at the Hub.

**24. Amendment of conditions**

Hirers are advised that the Hub 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.

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.

**25. Risk Management**

All hirers who are holding a large event, gig or live performance booking must complete and submit a Risk Assessment and Management form. Phoenix Youth Hub staff can provide assistance in the completion of this form. This condition will only be waived for bookings classified as low risk by staff or organisations able to provide existing Risk Management policies and procedures.

## 26. Directions and Right of free access

The hirer and persons under the hirer's directions must comply with any direction by Hub staff, as to the management of the facility and their booking.

Maribyrnong City Council staff, their contractors, and Phoenix Youth Hub staff have the right to free access of any part of the Hub at all times.

## 27. 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 overcrowding, 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.

## 28. 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 groups 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 \$25.00

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.

## 29. Emergency Procedures

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

All incidents (hazards, near misses, first aid, medical treatment, damage to property, etc.) must be reported to Hub staff by the next business day.

## 30. 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. All hirers will be given an *end of event checklist* to sign and prompt after each booking.

If Phoenix Youth Hub staff have to clean the facility after a booking, the cost of doing so will be deducted from the security bond at the rate of \$50 per hour or part thereof.

There is an additional \$100 cleaning fee available for all hirers utilising the facility after operational hours.

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

### **31. Breaches of conditions of hire – young people**

Young people who hire the Hub 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 at Phoenix Youth Hub. This ban will remain in place at the discretion of the team of Facility and Resources..

Significant breaches may result in no warning being given and immediate action will be taken by the Phoenix Youth Hub staff.

### **32. Breaches of conditions of hire – all hirers except young people**

A breach of the conditions of hire on a booking will result in a written warning being issued. The written warning will include the details of the breach and outline any conditions that may be placed on subsequent bookings. A breach of the conditions of hire for a second time will result in the hirer being banned from booking the Hub indefinitely.

### **33. Complaints Procedure**

Hirers who have a complaint about their booking or other matter relating to the Hub are able to inform the Team of 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

<https://www.maribyrnong.vic.gov.au/About-us/Contact-us/How-to-lodge-a-complaint>

## **Booking Fees – Effective from 1 July 2018**

### **Room Hire Bond**

Room hire bond is held during the duration of your booking and returned upon satisfactory condition of room and equipment.

<b>Room Hire Bond</b>	<b>Total</b>
Room Hire Bond	<b>\$200</b>
Swipe Card	<b>\$20.00</b>
Keys	<b>\$50.00</b>

### **Organisations with Youth Focus**

<b>Organisations with youth focus</b>	<b>Cost P/H</b>	<b>GST</b>	<b>Total</b>
Bunker	\$16.36	\$1.64	<b>\$18.00</b>
Auditorium	\$19.09	\$1.91	<b>\$21.00</b>
Training Room	\$16.36	\$1.64	<b>\$18.00</b>
Community Kitchen	\$13.64	\$1.36	<b>\$15.00</b>
Computer Hub / Multispace	\$13.64	\$1.36	<b>\$15.00</b>
Meeting Room 3	\$13.64	\$1.36	<b>\$15.00</b>
Outside Area	\$13.64	\$1.36	<b>\$15.00</b>
Phoenix Gallery	TBC	TBC	TBC

### **Non for Profit Organisations**

<b>Not for Profit Organisations</b>	<b>Cost P/H</b>	<b>GST</b>	<b>Total</b>
Bunker	\$18.18	\$1.82	<b>\$20.00</b>
Auditorium	\$21.82	\$2.18	<b>\$24.00</b>
Training Room	\$18.18	\$1.82	<b>\$20.00</b>
Community Kitchen	\$16.36	\$1.64	<b>\$18.00</b>
Computer Hub / Multispace	\$16.36	\$1.64	<b>\$18.00</b>
Meeting Room 3	\$16.36	\$1.64	<b>\$18.00</b>
Outside Area	\$16.36	\$1.64	<b>\$18.00</b>
Phoenix Gallery	TBC	TBC	TBC

### **GIG Bookings**

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

### **Additional Equipment Hire**

<b>Additional Equipment Hire</b>	<b>Total</b>
Projector	<b>\$25.00</b>
Portable P/A system & Mic	<b>\$30.00</b>
Interactive screen	<b>\$25.00</b>
Laptop	<b>\$50.00</b>
Staff set up	<b>\$30.00</b>

### **Additional cleaning fee**

<b>Cleaning Fee</b>	<b>Total</b>
Cleaning of room after use (for purchase only)	<b>\$100</b>