

1. Definitions

Hirer: The individual, community group or organisation specified on the Room Hire Request.

GNH: Grovedale Neighbourhood House (auspiced by the City of Greater Geelong and authorised to manage the hire of designated spaces within the Grovedale Community Hub on behalf of the City of Greater Geelong)

CoGG: City of Greater Geelong as the Facility owner.

Casual Hire: a once-off or annual event (booking may be over multiple days) or bookings that don't meet the criteria for regular hire.

Regular Hire: a booking with a regular occurrence such as weekly, fortnightly or monthly (minimum of six occurrences per calendar year).

Facility: Grovedale Community Hub, 45 Heyers Road, Grovedale, Victoria, 3216

2. Application for use

The application for use shall be made online via the hire request form approved and supplied by GNH and lodged at least twenty-one days prior to activity date.

The workflow for bookings is as follows:

Unconfirmed: when Hirer submits Room Hire Request.

Confirmed: when Hirer receives confirmation documentation from the GNH - invoice will be emailed no earlier than twenty-one days prior to activity date (excluding regular hirers).

Final: hire fees have been paid and induction is complete.

Requested changes must be put in writing to GNH at info@grovedalenh.org.au Refer to Condition 4 for further information on cancellations.

3. Permission to use facility

Permission to use the facility will be granted by an appointed representative of GNH.

It shall be at our discretion to refuse to let the facility. Notwithstanding that the facility may have been let and that these conditions have been agreed to and signed and the hiring and other charges paid, we shall, if we see fit, cancel any such letting and direct the return of all money paid.

The Hirer agrees in such cases to accept the same, and to have consented to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

Celebratory activities (for example: birthdays, weddings), are not permitted at this Facility.

4. Cancellations

GNH reserves the right to cancel a booking at any time.

For Casual Hirers - cancellations must be advised at least twenty-one days prior. If within the twenty-one day period, the booking is cancelled by the Hirer or payment has not yet been finalised, the booking will be cancelled with the full amount still owing.

For Regular Hirers - cancellations must be advised in writing at least three days prior and no more than 25 percent of recurring bookings may be cancelled (no matter how much notice given), otherwise the Hirer will be invoiced the equivalent amount.

5. Charges

General charges for the Facility will be determined by GNH and may, at our discretion, vary from time to time.

For casual hire to proceed a security bond, as determined by GNH, and the full hire fee shall be paid at least seven working days prior to the use of the Facility. The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded to the Hirer no earlier than fourteen days after the activity, provided the Hirer has complied with all aspects of the Conditions of Hire.

Should the cost of repairing damage to the property exceed the bond, we will recover the cost of repairs (including cleaning) from the Hirer and the Hirer agrees to pay this cost.

The cost of extra cleaning as a result of the hire will be deducted from the bond. We will forward an account for additional costs to the Hirer within thirty days.

In instances where a bond has not been applied, applicable charges will be raised on a separate invoice.

6. Limit of hiring

The Hirer shall end all hire activities not later than the agreed time stated on the Room Hire Request and shall remove all decoration, litter or property belonging to the Hirer and vacate by the Exit time stated on the Room Hire Request. Failure to comply with this section may result in additional hire charges being made against the Hirer.

The Hirer shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, Liquor Licensing Regulations and appropriate Work Cover legislation, if and when applicable and any regulations herein contained, and shall be liable for any breaches of such Acts or Regulations.

7. Decorations

The use of confetti, streamers or similar articles of decoration or amusement is prohibited. No tape, adhesives, pins etc, are to be attached to surfaces or flooring. Blue tac may be used but care must be taken when removing from surfaces. All decorations must be removed at the end of the activity. If this is not carried out, the costs will be deducted from the bond.

8. Hirer's BBQ on Council Land

Hirer's own or hired BBQ and Spits are not to be used in or near the facility.

9. Hall access

GNH or our representative shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the building.

Each eligible regular hirer may request one access pass at no cost, however there will be a charge for each additional access pass thereafter. Cost will depend on the type of access required for that venue and will be added to the invoice. Passes are only distributed from the GNH office during office hours.

Regular Hirers provided with an access pass agree to the following conditions:

- all passes are to be collected from and returned to Grovedale Neighbourhood House (45 Heyers Road, Grovedale)
- you may only access the venue during the specified times on your hire agreement
- the pass remains the property of the CoGG as property owners
- the individual completing the request for hall access is personally responsible for the security of the pass and the group/organisation liable as well
- in the instance of a lost key, the Hirer will be liable for the cost to re-key the building and re-cut all the necessary keys
- GNH reserves the right to cancel personal access at any time without notice
- you will be required to return the pass immediately to GNH, 45 Heyers Road, Grovedale upon ceasing of hire arrangements
- costs associated with the allocation of the pass are non-refundable

Please refer to Condition 29 for information on key collection for casual hirers.

10. Damage

The floors, walls, curtains or any part of the building, or any fittings or furniture shall not be broken, pierced by nails, pins or screws or in any other way damaged, and no notice, sign, advertisement or scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, floors, doors or any such portion of the building, fittings or furniture without prior consent of GNH.

Likewise, all furniture and equipment should be kept in good working order.

Any damage to the building, furniture or equipment shall be reported to GNH via email info@grovedalenh.org.au or telephone 03) 5241 5717 the same or following business day. The Hirer will be held responsible for repairing/replacing any damage to the building or to furniture or equipment.

11. Good order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and in the approaches thereto, throughout the whole duration of the hiring.

The Hirer shall leave the facility, including toilets, kitchen areas and approaches in a clean and tidy state and dispose of all rubbish. Furniture and equipment must be left in the position as found prior to the hiring or as arranged with us. Fridges are to be used for the duration of the booking only and no food is to be left in the fridge between bookings. Any food or drink left behind may be thrown out at our discretion.

If necessary, extra cleaning charges will be at an additional charge to the Hirer.

12. Security services

We reserve the right to request external security for activities.

13. Police or CFA attendance

Should Police or CFA attendance be required during the activity, the Hirer shall be responsible for all expenses in connection with such attendance, and notify CoGG of the Police or CFA attendance by ringing the after-hours phone number 03) 5272 5272.

14. Obstructions

The Hirer shall comply in every respect with regulations under the Health Acts, with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building.

Any person causing an offence against such regulations shall be removed from the building.

15. Theft

Neither GNH nor our servants or agents shall be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation entrusted to or supplying any article to the Hirer by reason of any such articles or thing being lost, damaged or stolen.

The Hirer hereby indemnifies GNH and CoGG against any claim by any such person, firm or corporation in respect of such article or thing.

16. Restrictions

The Facility shall not in any way be 'sub-let' or allowed to be used by any other user other than the Hirer named on the Room Hire Request.

17. Venue equipment

The Hirer must request permission to use any electrical or mechanical equipment other than that supplied with the Facility (jumping castles not permitted).

Any approved temporary electrical installation must be installed by a qualified electrician approved by GNH, and paid for by the Hirer, such as: stage lights. There should be no permanent installation in the Facility by the Hirer.

Any equipment brought into a Facility must be tested and tagged, as per electrical safety standards (AS/NZ 3760:2003), such as: laptop, data projector.

The physical condition of all electrical appliances and cords must be checked for signs of damage prior to use, and damaged items replaced. Extension leads are not to exceed 25 metres in length.

Smoke machines and pyrotechnics are not permitted in the Facility due to smoke alarms and risk. No candles, incense or other combustibles.

We provide a limited amount of equipment but if this equipment becomes non-operational during the hire, we will not be responsible for immediate replacement. It is the Hirers' responsibility to provide their own cables for AV equipment to ensure you have everything you need.

The Hirer is to supply and utilise their own cutlery and crockery for their activity as supplies are limited in the Facility.

18. General

Any reference in these conditions to action by GNH or CoGG shall include authority for our representatives to act in a similar capacity.

19. Non-smoking provisions

The Facility is a smoke free area, and accordingly smoking by patrons is not permitted inside the building. Smoking is also not permitted within four metres of the entrances.

20. Set up/pack up

Hirers are not permitted to access the Facility outside the allocated times. Any additional time other than what is stated on the Room Hire Request will incur an additional charge and the Hirer will be invoiced for all security charges generated due to over-stay (such as setting off alarm and security attendance).

It is the Hirer's responsibility for setting up and clearing away all equipment to its original location unless arrangements have been previously made.

It is the Hirer's responsibility to dispose of all rubbish including food scraps and bottles in the bins provided. As portable bins are available, it is expected that the bin is taken to the mess rather than leaving a liquid waste trail dripping from the garbage bag. Failure to adhere to this condition will incur full loss of bond.

Any excess rubbish not fitting in the bins provided is to be removed from the venue and taken away by the hirer.

21. Noise

If in our opinion the Hirer allows any unreasonable noise to be emitted from electrically amplified musical equipment, we may retain any security bond and may refuse any future application to use the Facility by the Hirer.

An unreasonable noise is one where noise is clearly audible in a habitual room of an adjoining dwelling. Any noise emitted from electrically amplified musical equipment after 11:00pm shall automatically be deemed to be unreasonable.

In an instance where multiple hirers are using the Facility at one time, noise should be kept to a reasonable level and respect shown to all parties.

22. Permits

Liquor

It is the hirer's responsibility to determine and obtain the applicable liquor license for their activity.

Hirers proposing the sale of liquor (or inclusion in ticket/entry fee), require a 'limited licence' from the Victorian Commission for Gambling and Liquor Regulation. Applications for a limited licences should be submitted at least eight weeks prior to the event for the Liquor Licensing Commission to process their application.

No drink carriers or devices that may damage the floor are to be taken into the Facility.

Hirers of the Facility must take care to avoid any spillage; in the event that spillage occurs, the Hirer is responsible for cleaning the area in question.

Food

It is the Hirer's responsibility to determine and obtain any food registration permits applicable to their activity.

Performing rights

The Hirer hereby indemnifies CoGG and GNH against any claim for breach of copyright.

23. Municipal functions

GNH are empowered to cancel any booking made for the Facility when the Facility is required for CoGG activities, municipal elections, State or Federal elections and emergency events.

Notwithstanding that the Facility may have been let or that these conditions may have been accepted and signed and the rent and/or deposit paid.

GNH may direct the return of the rent and/or deposit so paid and the Hirer agrees in such case to accept the same and to be held to have agreed to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

24. Management of facility

The Hirer and persons under their direction shall forthwith obey all directions or orders given by our staff as to the management of the Facility and activities being conducted therein.

CoGG or our representative shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the building.

25. Disputes

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 Executive Manager appointed by CoGG shall be final and conclusive.

26. Insurance

All Hirers including incorporated associations are required to have their own Public Liability Insurance (PLI). These hirers must take out and maintain PLI for the use of the premises for cover of not less than \$20 million, for Death or Personal Injury, Loss or Damage to Property. By accepting the terms, you agree to the above and that the policy is in the same name as the hirer.

A Certificate of Currency of the applicant's policy stating the level of cover and any exclusion clauses may be requested by GNH as part of the application and prior to any hire taking place. GNH also reserves the right to request an updated copy of the hirer's Certificate of Currency.

Casual Hirers (not including the above) can apply to be considered to be covered under the Landlord's Casual Hirer's Public Liability Insurance Policy and pay a premium in addition to the hire fee.

A 'Casual Hirer' is any person or entity who hires the Premises for a Permitted Activity. A 'Permitted Activity' is either:

- i. a one-off activity (such as a meeting); or
- ii. an activity held by a not-for-profit organisation whose primary purpose is to provide a service to the community or an underprivileged or disadvantaged sector of the community and who does not have the capacity to generate significant income through the provision of its activities or services.

provided that the staging of any event by the Casual Hirer referred to in (i) or (ii) immediately above does not occur more than six times per year.

Coverage under the Policy is limited to a period of **five days** commencing from the date the Casual Hirer takes possession of the premises.

Please note: The Casual Hirer shall bear the first \$250 per claim arising out of any one occurrence. The policy specifically excludes participation risk involving sporting activities and amusement rides. All accidents and/or incidents, which may result in a claim being made under this insurance policy, must be reported to GNH within two days of the incident.

27. Indemnity

The Hirer agrees to indemnify and keep indemnified and to hold harmless CoGG, our servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be bought or made or claimed against it by any of them arising out of or in any way related to the granting of this licence and/or the use of the Premises.

We are not responsible for any theft, loss, damage or injury suffered by the Hirer or any guest or invitee of the Hirer, or any person entering onto the premises during the period of hire, and the hirer indemnifies the CoGG in respect of all claims for loss, damage or injury caused by any person or property during the period of hire, or as a result of the use by the Hirer of the premises.

28. Hirer's responsibilities

The Hirer must:

- have made all reasonable enquiries as to the suitability of the Facility for the proposed activity or use, that is: capacity, equipment
- collect and return the Facility access pass and/or keys
- remain on the premises whilst visitors/patrons are in the building
- keep premises locked when unoccupied
- be responsible for orderly conduct and safety of patrons
- supervise all people at the Facility at all times
- maintain the premises in a clean and safe condition for the duration of the term of hire, and dispose of all rubbish into the bins provided
- adhere to the entry and exit times as stated on the Room Hire Request
- be responsible for payment of charges by the alarm monitoring company should the Hirer activate an alarm requiring the attendance of the monitoring company
- chairs removed from venue and used outside must be cleaned of dirt, mud etc. before being replaced
- be responsible for administering your own first-aid and provide your own first-aid kit.

29. Access pass collection

One access pass will be available for collection from the GNH office during opening hours by appointment.

Casual hirers will be issued with one access pass and will be required to pay a bond of \$50 which will be refunded to the Hirer upon return of the pass.

As Hirer, you are responsible for the collection and return of the access pass. Caterers will not be given additional passes. You will need to coordinate caterer's access time.

30. Emergency exits and evacuation plan

The Hirer is responsible for the safety of all guests attending your activity. The Hirer agrees to the following:

- all emergency exit doorways and passageways will be clear at all times
- the appointment of an emergency officer or warden responsible for familiarising themselves with the emergency exists and capable of directing patrons as required
- read and abide by the emergency evacuation plans located on the walls within the Facility and inform the guests
- familiarisation of the location of the fire extinguishers within the Facility (instructions are available on all extinguishers)

- in the event of an evacuation, ensure all patrons have been evacuated from the facility and meet the fire officers attending as a response to the fire-emergency.

31. Emergency and after hours contact

After hours contact for all booking issues can be made by telephoning CoGG After Hours Service on **03) 5272 5272**. State the reason for calling and the operator will transfer you to the appropriate out-of-hours CoGG officer.

Please be aware in the event of an issue impacting your booking, failure to contact the after-hours service will render you unable to make any such claim for reimbursement on hire charges as we have not been afforded the opportunity to rectify the problem at the time.

32. Breaches

We reserve the right to expel person(s) or terminate the activity due to any breach of condition of hire and/or misconduct by patrons.

33. Privacy

The collection and handling of personal information is carried out in accordance with CoGG Privacy Policy. This policy is available for inspection at, or collection from, GNH.

34. Third party contractors and suppliers

It is the Hirer's responsibility to advise GNH if you are engaging any third-party contractors to carry out works for your event (particularly working at heights). The Booking Office may request a Safe Work Method Statement (SWMS) for any such works, which will need to be approved by an appropriate CoGG Officer.

There may also be other conditions including use of CoGG's Preferred Suppliers.

Under no circumstances is a Hirer (or agent representing hirer) permitted to drill, nail, affix, attach or erect any structures in the hall or bond will be withheld in full (or invoiced equivalent amount).

35. Fairs and exhibitions

The Facility shall not be let for 'liquidation sales' and shall only be let for fairs and exhibitions (events) which involve the sales of goods subject to meeting the following criteria:

- Direct retailing should be incidental to the principal activity of exhibition and recreation (i.e. direct retailing should represent no more than 25 percent of the floor area occupied by the event).
- The activity should involve a number of traders, with evidence provided that Geelong region traders have been given ample opportunity to participate in each event.
- 'Swap Meets' may be approved, if the goods changing hands at the event, or for which sale or exchange is arranged at the event, are second-hand, homemade or refurbished.
- To prevent the monopolisation of any CoGG facilities, any one promoter shall be limited to one event per three months in any CoGG facility (i.e. only four events per year, per promoter).
- Compliance with the above criteria is required and may be assessed by GNH prior to any hiring being arranged and at any time during the event. Although a permit is not required for an event as described above, failure to comply with the above conditions may lead to GNH refusal to hire its facility.

36. Weekend markets

Weekend (and public holiday) markets have become established as events at which craft works and other homemade, second-hand and repaired items are sold and which have a high recreational, social and family component. They are usually held on public facilities and are regulated so that they are not seen as normal retail activity.

The following conditions apply:

- Total hours open to the public shall not exceed six hours, between 8:00 am and 5:00 pm on any day, with an additional hour allowed for set-up and an hour for clean-up.
- Sale of food shall be subject to health regulations.

Conditions of Hire

- No alcohol, tobacco, fire arms, poisons, pornography, livestock (other than small pets, at the discretion of CoGG) may be sold.
- Conditions may be imposed by CoGG in a permit which may limit the life of the permit or may prescribe the mix of goods to be offered for sale.
- The above restrictions and any other conditions that the CoGG might establish or that exist on a planning permit must be adhered to.

37. Coronavirus pandemic

It is the responsibility of the Hirer to follow and enforce all applicable and current Government pandemic orders and guidelines that relate to their hire of the Facility. CoGG and GNH accepts no responsibility for any breach of the above and will report any known instances to the relevant authorities. Failure to comply will also result in the cancellation of future bookings. GNH retains the right to cancel or suspend a booking at any time without penalty upon any change in government directions or in interest of public safety.