

Community Hubs Terms and Conditions of Hire

Between:

City of Ballarat Community Hubs and person and/or organisation who has made application to hire a space (Hirer).

The Hirer agrees to abide by the terms and conditions as specified below:

Hours of operation

The hours of operation for the City of Ballarat Community Hubs are between 9am to 4pm Monday to Friday. Bookings will be taken for external users and activities 9am – 10pm seven days a week.

Application

Bookings will be taken from community groups, not for profit organisations and organisations who can demonstrate their activity delivers a community benefit and aligns to Council's Health and Wellbeing Plan 2021-2031.

- Applications for room hire are made by completing the [Booking Form](#). Bookings will be subject to an approval process which may take up to one week. Access and Allocation guidelines will be adhered to in making decisions relating to fair and equitable community access and allocation.
- Charges for use of the facility must be paid before the hire date or, in the case of ongoing use, by arrangement with the Community Hub Staff.
- In the event that this application is rejected, all monies paid will be refunded immediately.

Council will regularly review all activities that occur at the Community Hubs. This is to ensure that they continue to meet the needs of the community and align with Council's Health and Wellbeing Plan 2021-2031.

Hirer's Liability

- Room set up, pack up and clean up times are the responsibility of the hirer and must be included in booking times.
- The hirer of the venue will be responsible for leaving all areas used at the venue clean and tidy. Users must vacuum carpeted areas and sweep other surfaces after use. Dishes are to be washed, dried and put away.
- Any area left in an unacceptable condition will incur additional costs if cleaning is required. The Hirer will be advised by email.
- Staff should be notified of any additional cleaning required by emailing communityhubs@ballarat.vic.gov.au
- The venue must be vacated by the specified booking time. If it is identified that the booking period has been exceeded, the Hirer will be charged accordingly.
- Should any damage occur, liability for this cost will rest with the Hirer.
- Hirers whose activities include children under the age of 18 years must comply with current legislation regarding Working with Children and Child Safe Standards.
- Hirers are responsible for the provision of all catering requirements for their activity.
- Use of the facility by the Hirer is at the risk of the Hirer at all times.
- The Hirer must ensure that all their users and clients are aware of the Terms and Conditions of Hire.

After Hours Access

For out of hours bookings or bookings when staff are not on site the Hirer agrees to:

- make a time with the Community Hub Staff to collect the key and fob at a predetermined time.
- accept full responsibility for the key and fob and will not allow its use by another individual.
- return the key and fob on the date and in the manner agreed.

- report a lost or missing key to Community Hub Staff or City of Ballarat Customer Service as soon as possible and be responsible for any replacement costs or out-of-hours call out.
- Are responsible for ensuring the facility is secured

Disputes

Any dispute or difference arising as to the interpretation of these conditions will be dealt with according to Council's Complaints Handling Procedure which is available to view on Council's website.

Cancellation

Cancellation of booking – by the hirer

Cancellation of a booking, must be made in writing (email acceptable) with a minimum of two (2) weeks' notice; otherwise the Hirer may be charged according to the original booking.

Cancellation of booking by Council

Council may cancel a booking with a minimum of two (2) weeks' notice if:

- The venue is required for State or Federal elections;
- Scheduled repairs or alterations to the venue are required.

Council may cancel a booking with minimal notice if:

- The building is required to be used as an emergency relief centre.
- An emergency or an event causes the building to be unsafe.
- Council becomes aware that the event, goods or services proposed to be held, used or provided by the Hirer are objectionable.

Refusal to hire

Council reserves the right to refuse to hire to groups or entities whose core objectives, principles or policies conflict with Council's own adopted plans, strategies and positions.

Council also reserves the right to refuse hire where the user group has not adhered to hiring terms and conditions in the past.

Public Liability Insurance

For high-risk activities or activities where the hirer makes a financial gain the Hirer shall at all times during the Hire period insure and keep insured with an insurance company, against public risk for an amount of not less than \$20 million.

Hirers who do not have public liability insurance and are conducting a free community event may be required to purchase cover under Council's Public Liability Scheme at a rate adopted by Council in the annual Budget.

Alcohol

Alcohol is not permitted at the venue.

Animals

Animals are not permitted in the venue, except for assistance animals.

Emergency equipment and procedures

Fire exits must be kept clear of obstacles at all times.

It is the responsibility of the Hirer to observe all venue signage relating to fire and safety precautions.

Emergency equipment including fire extinguishers and hoses are located throughout the venue.

These are to be used only in the event of an actual emergency.

The Hirer is responsible for ensuring they are informed of, and follow, emergency procedures in the event of an emergency.

Gambling

Gambling is not permitted within the venue.

Risk Management

The Hirer agrees to carry out instruction or direction given by Council regarding complying with Workplace Health and Safety legislation.

Council takes no responsibility for any user's personal property whilst at the facility.

Smoking and Vaping

Smoking and Vaping is prohibited in the venue at all times.

Sub letting

The venue must not be sublet, nor reassigned to any other organisation or person without Council's prior consent.

Unlawful activity

No unlawful activity shall be conducted within the centre or its grounds.

Activity that discriminates against any other individual or group of individuals will not be permitted within the venue or its grounds.

Fees and charges

All fees and charges for use of the Community Hubs are set and approved within Council's annual budget process. Community Hub staff do not have the authority to waive or alter a fee.

Regular bookings will be invoiced monthly or based on school terms, and are required to be paid within Council's trading terms as identified on the invoice issued.

The fees and charges which may be imposed by Council include:

- Fees for hire of the meeting room(s).
- Changes to bookings – Notifications of changes to bookings, must be made in writing, with a minimum of 48 hours' notice; otherwise, the Hirer may be charged according to the original booking time.
- Public liability insurance – Depending on the type of activity a hirer may be required to purchase their own public liability insurance with coverage of \$20 million. Please contact Council's risk unit on 5320 5500 if you are unsure if insurance is required.
- Call out fees – any costs incurred as a result of the Hirer failing to secure the building or failing to leave at the designated time will be passed on to the hirer. These costs include those incurred by Council with relation to out-of-hours attendance by staff and/or security company.
- Replacement or damage costs in the event of damage to or loss of equipment, including but not limited to audio visual equipment, kitchen equipment and furniture.

If any booking is cancelled due to Council functions or circumstances out of the hirer's control any fees paid shall be returned in full and/or alternative accommodation will be supplied.

Hirer Definitions

Community/Not-for-Profit: Any community-based group or organisation whose primary objective is to provide and engage in social, recreational, cultural, learning, leisure and/or health and wellbeing services and activities to the benefit of the community. This includes government, not for profit, charity and community organisations. The proceeds from the activity (if any) cannot be distributed to individual members/organisers.

Organisations/Commercial: An organisation, including incorporated body, co-operative society, partnership or sole trader conducting community activities for the purposes of deriving a profit e.g. charging fees.

Lucas Community Hub- 17 Coltman Plaza, Lucas, 3350			
Room	Capacity	Community Rates / Not for Profit rates	Organisations/ Commercial
Community Room	80 people	\$25 per hour	\$50 per hour
Meeting Room	16 people	\$15.00 per hour	\$30.00 per hour

Djila-Tjarrii (Alfredton) Community Hub, 18 Donegal Drive, Alfredton 3350			
Room	Capacity	Community Rates/ Not for Profit rates	Organisations/ Commercial
Wurrak- Meeting Room	10 people	\$15.00 per hour	\$30.00 per hour
Morroyok- Community Room 1	60 people	\$25 per hour	\$50 per hour
Worronkai- Community Room 2	18 people	\$15.00 per hour	\$25.00 per hour
Morroyok and Worronkai Community Room 1 and 2	80 people	\$25 per hour	\$50 per hour