

Community Halls

Terms and Conditions of Hire (12 months)

Types of Use

The Cottage, Prospect and Nailsworth Community Halls are available for 12 month hire to incorporated, not-for-profit community organisations for the purpose of holding their meetings and activities.

The Community Halls are available for regular, ongoing bookings only.

The Community Halls are not available for hire to individuals, businesses or groups for the purpose of holding private functions or conducting activities of a commercial nature.

The type of activity and the benefits it will provide to the community must be advised at the time of booking. Council reserves the right to refuse or cancel any booking if the activity is deemed to be an inappropriate use of the premises.

Council's Community Halls must not be used for the purpose of holding any activities that may be deemed discriminatory or hate- inciting.

Booking Process

In order to secure a booking the Hall Hire Request form must be completed in full by the Hirer and evidence of the organisation's current Public Liability Insurance policy provided.

Bookings will be reviewed and renewed on an annual basis.

Fees and Charges

For all bookings, hire fees will be applied in accordance with City of Prospect's annual Fees and Charges Register. An invoice will be posted to the organisation for payment on a quarterly basis. Failure to pay Venue hire fees within 30 days of the date of the invoice may result in a cancellation of the booking.

City of Prospect Fees and Charges are reviewed annually and all prices are subject to variation. The Venue hire fees will be those current at the time the activity is held.

Hall Bond & Key Deposit

Payment of a \$100.00 hall bond and key deposit will be required for all bookings prior to start date and will be refunded to the organisation upon return of the key or security card and satisfaction of the fulfilment of the terms and conditions of hire.

Cancellation of Bookings

For bookings which are cancelled by the Hirer, the hire fee will be waived only if the Community Development Officer has been notified in writing a minimum of 10 business days prior to the cancellation date.

Council reserves the right to cancel bookings if the terms and conditions of hire are not met by the Hirer.

Refund of Hall Bond & Key Deposit

The hall bond and key deposit will ONLY be refunded after the following conditions have been met. Where these conditions are not met to the satisfaction of Council, a portion or the entire hall bond and key deposit will be forfeited and eligibility for future use of the facility by the organisation may be affected.

(1) Premises, furniture, fittings and all other equipment have been returned undamaged and clean to designated storage places

(2) Premises, including hall, foyer, toilets, entrance, kitchen, and walkways, have been left in a clean and tidy condition

(3) Waste has been handled per the conditions herein.

(4) Key(s)/Security Cards have been returned on time and in working order to the Community Venue Booking Officer

(5) All other terms and conditions have been met

Where the hall or meeting room is damaged within the course of a group's regular meeting or activity, Council will seek the cost of repair from the organisation.

Public Liability Insurance

For Community Hall bookings the Hirer must have and maintain public liability insurance as detailed below.

Incorporated community or commercial organisations must hold a current public liability insurance policy for a minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses which may be brought or made or claimed against them in relation to the activity for the period of the hire.

Evidence of the policy must be provided to Council at the time of securing the booking with a Certificate of Currency confirming the validity of the policy.

Capacity of Venue and Finishing Times

The following is the maximum capacity of the:

- Thomas Street Cottage 30 persons
- Nailsworth Community Hall 100 persons
- Prospect Community Hall 80 persons

Functions in these venues will finish no later than 11.30pm.

Supplies

Hirers are to provide their own consumable items such as tea, coffee, sugar and milk. Milk must not be left in the fridge at the end of the session.

In the interests of health and hygiene, hirers are required to supply their own tea towels to dry their dishes. Tea towels are not to be left in the Hall at the end of the session.

Storage of Belongings

Permission must be sought from the Venue Booking Officer for storage of any items in the Community Hall. If permission to store belongings is given, then any property that is stored is done so at your own risk and Council are not responsible for any loss or damage. Regular inspection will be completed of all storage areas. A copy of the key securing storage must be provided to Council.

No chemicals of any type (ie: cleaning solvents, adhesives, paint) may be brought into the facility without prior written approval from the Community Venue Booking Officer.

Gas bottles are not permitted to be stored in the Community Halls.

Electrical items brought into the Hall must first be tested and tagged according to the Australian Standard.

Entertainment and Noise Levels

The Hirer will observe these Terms and Conditions of Hire, and all State and Commonwealth Laws, in particular the Places of Public Entertainment Act, the Film Classification Act, the Liquor Licensing Act and the Music Broadcasting Copyright Act.

The Environment Protection Authority prescribes maximum permissible noise levels for various types of premises. Legislation provides for heavy penalties for failure to comply with statutory requirements relating to excess noise.

The playing of music or other entertainment shall be restricted to the inside of the building.

Smoking and Smoke Machines

No smoking or smoke machines or candles are permitted at any time. Fire detection devices have been installed throughout all buildings and are monitored by the Metropolitan Fire Service (MFS). Failure to comply with this requirement may result in the Hirer incurring a vehicle callout fee from the MFS.

Alcohol

The sale of alcohol is prohibited in the Cottage, Prospect and Nailsworth Community Halls.

Food Service and Safety

Hirers agree to comply with Safe Food Handling procedures where food is being prepared for service. No food is to be stored in these facilities.

There is no cooking of any kind allowed in any area of the complex, however food preparation, serving, heating and reheating is allowed. All food preparation must be undertaken in the Kitchen areas using the equipment provided.

Hirers of the Cottage may use the BBQ in the courtyard; the key can be borrowed from the Prospect Library.

Decorations

No form of decoration is to be affixed to the walls or ceilings or any part of the premises. Only table decorations are allowed.

Waste

Council provides the 3 bin system consisting of waste (red lid bin) recycling (yellow lid) and organics (lime green lid). It is the Hirer's responsibility to ensure waste is separated accordingly.

Any waste/recyclables that cannot adequately fit into the two bins provided must be placed in plastic bags and removed from the premises by the hirer and disposed of lawfully elsewhere.

Council strongly encourages the Hirer to appropriately recycle materials such as cans, bottles, cardboard and paper.

Failure to comply with these conditions to the satisfaction of Council may affect the organisation's future eligibility for use of the facility.

Cleaning

At the completion of the organisation's activity all floors must be swept, tables, chairs and other furniture placed in their original positions and all areas left in a clean and tidy state.

The Hirer will ensure that any breakages of glass or spillage of food or drink are cleaned up immediately.

Where the Hirer does not comply with these conditions to the satisfaction of Council the organisation's future eligibility for use of the facility may be affected.

Where cleaning of the venue is not to Council's satisfaction or any damage has resulted from the cleaning, the Hirer will become liable for any additional costs incurred by Council. The current call out fee for cleaning is \$90 for the first hour.

Any property or goods belonging to the Hirer remaining in the facility at the end of the booking period may be disposed of at the discretion of Council.

Council Access

The control of Council facilities is vested with the Chief Executive Officer or their nominee, who shall have access at all times. Hirers are subject to the direction of City of Prospect staff at all times.

Security

The Hirer shall ensure that all doors and windows are securely fastened and lights extinguished when they leave the facility.

In the case of an emergency contact 8269 5355 for after-hours assistance.

Should Council staff be informed of a disturbance or incident occurring in relation to the Hirer's function a call-out fee may be charged to the Hirer.

Indemnity

The Hirer agrees to indemnify and keep indemnified City of Prospect against any action, claim or demand whatsoever which arises or may arise as a result of the Hirer's function or activity.

The Hirer indemnifies City of Prospect for the loss or damage of any equipment, property or personal belongings.

Disclaimer

City of Prospect reserves the right to review the hiring fees and to set any other conditions that are deemed to be necessary in the best interests of the operation of the Community Halls.

If through circumstances beyond the control of Council, the premises hired become unavailable, the Council reserves the right to cancel or renegotiate the booking. City of Prospect shall not be liable for any loss, damage or injury whatsoever suffered by the Hirer as a result of the unavailability.