

## Venue Hire Terms and Conditions

### 1. Agreement to the Hire Terms and Conditions

Purpose of hire: Organisations, groups or individuals hiring the Centre, or part thereof, do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt any other users of the Centre or the local community.

Restrictions: we do not allow parties except for children's birthdays and family celebrations.

Noise levels: this is a shared facility situated near residential housing. All hirers must always be considerate of residents and other users. The premises are to be vacated by 11pm and noise must be kept to a minimum.

We ask that users be mindful of this and notify us of any excess noise as we may need to obtain permits. If a group is expecting to make noise at a level which is disruptive to other groups, they must book the entire facility. Times of hire: the period of hire shall commence and conclude at the agreed times booked. A 15-minute interval is allocated for transition between hirers. Please be mindful this is a precaution, and hirers must book adequate time for set up and pack down.

Hirers responsibilities: include communicating your intended use clearly with staff, being respectful of other Centre users and cleaning the facility after your use. These responsibilities are communicated here in our Terms and Conditions, highlighted in the 'Space Rules' on our booking page and reiterated upon booking confirmation.

### 2. Application for Hire and Confirmation of Booking

All requests for hire must be submitted through our booking platform SpacetoCo and approved by staff members.

All commercial or business operations must provide a certificate of currency (CoC) for Public Liability insurance (see Insurance).

All hirers agree to the Terms and Conditions upon submitting their booking request which includes personal liability (see Insurance) and cleaning responsibilities (see Responsibilities).

### 3. Hire Costs and Payment Arrangements

Victoria Park Community Centre will review rates annually (or as is deemed necessary) and provide notice in writing (mail or email) to regular users of any rate changes.

If your organization is eligible for a reduced rate in line with our community and not for profit rates, you are required to produce a certificate of incorporation or ATO document at the time of confirming your booking.

Casual hirers – make a payment upfront via the SpacetoCo platform for the hours and resources they would like to use. For more detailed information please see:

<https://support.spacetoco.com/how-payments-work-for-casual-bookings>

Verified users (regular hirers) - are invoiced monthly for their total hire fees plus any resources or storage fees. For more detailed information please see:

<https://support.spacetoco.com/how-do-payments-work-for-regular-customers>

Card details submitted without sufficient funds will not allow the booking to be secured.

Any outstanding accounts over 30 days will be forwarded for debt recovery (unless alternative arrangements have been made with the office).

#### **4. Access and Evacuation**

Prior to your booking you will be issued with a pin code for door access. This will only be valid during the times stated on your booking requests.

You will also receive a document with images which explains how to access the building as well as an evacuation guide. These are also present in the rooms and foyer.

Regular hirers have the option of obtaining a swipe card if they would like.

If you need to access the building prior to your allotted time to drop off items or food etc., please liaise with staff on the week of your booking to arrange on 9361 1999.

If you have any trouble accessing the building with your code, please contact Lenon our Admin and Facilities Officer who lives locally on 0432 334 773.

#### **5. Bond**

For parties and large bookings, we enable 'Space Protect' which acts as a bond on hold. This holds the stated amount on the hirers' payment details until the booking has passed and no damage has been established. In the event there is damage, or fees have been incurred due to cleanliness etc. this amount on hold will be used to pay for this. More information on SpaceProtect here: <https://support.spacetoco.com/spaceprotect-for-guests>

Casual hirers – at the conclusion of the hire period, you must fill out a Facility Checklist to affirm you have completed the tasks requested. The facility will be inspected for cleanliness and any damage. Any additional charges, extra time spent on the premises or repairs required will be communicated to the hirer by staff and then charged as above.

Regular hirers – a Facility Checklist is to be filled out after every session to affirm the tasks have been satisfactorily carried out. Regular checks of the facility will be carried out. If additional cleaning or damage is found the costs will be added to your next invoice for payment. If the facility is found to be left in an unclean or misused state, a reminder letter will be sent, and additional charges may apply. Subsequent offences may result in your hire being cancelled.

#### **6. Additional Resources Available and Charges**

**VICTORIA PARK  
COMMUNITY CENTRE**

Schedule of additional charges: In the event of any of the following circumstances the hirer agrees to the Bond being utilized for the associated costs or fee incurred. Additional costs may be sought where there is willful or malicious damage and prosecution to the full extent of the law may also be sought.

| Schedule of Additional Charges   |   |
|--|---|
| <b>ITEM</b>  | <b>RATE CHARGED OR DEDUCTED FROM BOND</b>   |
| Extra hire time (when booked hours exceeded)   | \$55.00 per hour  |
| Additional basic cleaning  | \$55.00 per Booking   |
| Air-conditioner / heater left on overnight   | \$77.00 per day   |
| Water taps left running in toilet  | \$55.00 per day   |
| Lights in toilet left on   | \$22.00 overnight / per day   |
| Damage such as broken windows, damage to floor, blocked toilets or sinks due to sand or other objects, paint damage and any other similar damage to the building and/or gardens. | \$ as per quotation obtained by the Centre for the repairs or rectification to prior condition.           |
| Storage fee for large cupboard   | \$99.00 per month   |
| Storage fee for small locker   | \$38.50 per month   |
| Data projector   | \$33.00 per use   |
| Small speakers for projector   | \$5.50 Per Booking  |
| Portable Amplifier (PA)  | \$55.00 per use   |
| Data projector and cinematic screen  | \$60.50 per use   |
| Projector, Cinematic Screen and PA System bundle   | \$110 per use   |
| BBQ with gas and utensils  | \$55.00 per use   |
| Administrative fee for replacement of missing item   | \$33.00 per instance  |
| Party Hire   | Additional \$22.00 /Hour per Booking per Room<br><br>Additional \$44.00 /Hour per Booking for Whole space |

|                 |  |
|-----------------|--|
| Commercial Hire | Additional \$5.50 per hour per booking per Room<br><br>Additional \$11.00 per Hour per booking for whole space |
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**7. Cancellation of Booking**

100% refund (minus booking fee, this is non-refundable) on cancellations up until 7 days before your booking. After that, cancel and get a 25% refund. More information here: <https://support.spacetoco.com/the-guest-booking-fee>

We (the Victoria Park Community Centre) reserve the right to cancel your booking (or future bookings) if the Terms and Conditions of hire are breached. We will provide written or verbal notice cancelling a booking (without advance warning if necessary) if:

The regular hirer neglects to pay invoiced fees within the required timeframe. Cancellation fee equals 100% of hire charges.

VPCC become aware that any event, goods, services proposed to be held or provided by the hirer at the facility is/are objectionable, dangerous, and inappropriate for the facility, prohibited by law, or would be detrimental to VPCC, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement.

Emergency or necessary repairs or alterations to the facility are underway.

The premises are not fit for use due to electrical or security failure, or damage.

You have not provided evidence of adequate insurance cover required if you are a commercial operation.

Victoria Park Community Centre reserves the right to cancel any booking should the Venue be needed for the purposes of Victoria Park Community Centre Business.

Bookings will receive notification no less than 14 days prior should it be required.

**8. Public Liability and Insurance**

The Centre carries Public Liability Insurance for internal events and day-to-day use of the Centre.

All commercial hirers must provide a copy of their certificate of currency for Public Liability Insurance for a minimum of \$20 million with hire request.

All private and casual hirers without Public Liability Insurance operate their activities at their own risk and by agreeing to the Terms and Conditions agree to indemnify and hold harmless Vic Park Community Centre in respect of any liability, loss, damages, claim, suit, action demand, expense, claim or proceeding in respect of injury to and/or the death of any person and/or loss of and/or damage to and/or loss of use of any property real or personal.

The Centre does not cover equipment or belongings brought into the Centre. The hirer is responsible for obtaining their own adequate insurance to cover damage to or theft of personal belongings or equipment.

### **9. Storage Facilities for Regular Hirers**

A locker or cupboard may be allocated to a regular hirer upon request subject to availability. A monthly fee will be charged as scheduled.

A key or combination number to access the locker, cupboard or storage shed must be supplied to the Centre. This is in case of emergency or where inspection is required by the Town of Victoria Park and/or by emergency services such as Police, Fire, SES or similar.

Items stored are the responsibility of the hirer at their own risk and are not covered by the Centre's insurance policy.

The hirer must not store any illegal, highly flammable, or dangerous goods.

### **10. Equipment for Hire**

A projector, projector speakers, cinematic screen and/or portable amplifier (PA) system is available for hire upon request at a fee as above. You can add these to your booking at any time via SpacetoCo or at the request of staff through SpacetoCo. Upon booking you will be sent detailed instructions for the kit as well as access information.

There is a list of peripheral items with each equipment for hire and this is checked weekly. It is the responsibility of the hirer to check the list and inform the Centre Administration in writing if they find anything missing.

The Centre Administration will check the equipment and list peripheral items to be intact on the next working day after the hirer's event. The hirer will be informed of any missing items identified by email or phone.

The cost of replacement for the missing item will be deducted from the bond or invoiced separately. If the bond is insufficient to cover the damage, the extra cost of replacement is the responsibility of the hirer.

### **11. Hirer's Responsibilities**

The hirer must only use the room or parts of the building and grounds allocated for their hire period unless access/exit via other areas is required during an emergency.

All hirers must be aware that the Centre is a shared facility. Common areas such as the foyer, kitchen and accessible toilet must be shared if there is more than one event at any time.

All hirers agree to be mindful that others may be using the space alongside their activity therefore noise should be monitored respectfully and if it is expected to exceed a volume where both hirers are able to operate comfortably, the hirer must book the full venue.

The hirer must not alter the building, furniture, or fixtures without prior approval from the Centre Administration.

Personal belongings or food items left at the Centre are the responsibility of the hirer. Where possible we will contact the hirer if we find any lost property. Lost items will be kept for a period of not less than one (1) week before being disposed of.

The hirer must allow unrestricted access to the facility at any time by staff from the Centre on official business, Town of Victoria Park Officers on official business and emergency services.

The Centre is a no smoking, no alcohol and drug-free venue. Please respect that children are frequent users, and we are trying to maintain a family friendly facility for all to use.

Smoking is not permitted anywhere in the facility, including the playgrounds, and within 5 metres of the front door.

Alcohol is not to be consumed on the premises without prior written approval from the Centre Management.

The Centre is within a residential area and noise must be kept to a respectable volume in line with the Council and Noise Abatement Neighborhood Annoyance Regulations. Please be mindful to keep vehicle noise to a minimum when leaving the car park during the evenings.

Children under the age of 16 must always be supervised by a responsible adult.

As part of funding agreements, on a bi-annual basis we ask the regular hirers to complete a 'census' survey regarding the demographics of their group. This information is anonymized.

Casual hirers are asked to complete the same survey if their activity falls within the week of our 'census'.

The Centre welcomes the sharing of documentation, feedback, comments, and statistics from events held in the space where possible and with permission.

## **12. Cleaning, Setting Up and Packing Down**

The hirer must include cleaning, setting up and packing down time in the time of hire when they book the venue.

The premises must be left in a clean and tidy condition with tasks completed on the Facility Checklist. If your event happens outside of office hours (9-5pm, Mon-Fri) please place the completed Facility Checklist under the office door before leaving the facility.

Where the premises are not cleaned to an acceptable standard, the cost of additional cleaning will be taken from the hirer's bond.

Damage to the walls and our paintwork will be charged at the quoted rate for rectification.

## **13. Safety and Security**

To satisfy Council regulations regarding safety, the number of guests/attendees must not exceed the maximum numbers allocated to the hire space.

Each of the rooms (1 and 2) has a capacity for 50 people. The maximum capacity of both rooms with the partition open is 148 people.

Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of the hire. This also includes the responsibility for the behavior of guests.

#### **14. Food/Catering/Barbecues**

The Centre is allergy aware. All cutting boards and utensils must be thoroughly washed.

Please be careful bringing allergens which cause anaphylaxis such as peanuts into the facility.

Only our barbeque is to be used at the facility, outside, sited away from the emergency exit doors.

The kitchen and areas where food has been eaten must be swept, vacuumed, and mopped.

Any food debris must be removed from all cupboard doors, oven, fridge, and microwave including the floor and doors.

Where a food license is required for the preparation and sale of food, it is the hirer's responsibility to obtain such licenses from the Town of Victoria Park.

#### **15. Damage to Property and Premises**

'Damage' is considered as breakages that impair the value, usefulness or normal function of the facility or its resources. A requirement for additional cleaning is also considered under 'Damages' in these Terms and Conditions.

Any damage that occurs to the premises during the time of hire must be reported to the Centre as soon as possible. Where possible, photographs and detailed notes are to be provided as evidence. A message may also be left on the answering machine 9361 1999 as well as contacting the office during the week.

For any damage incurred by the hirer or one of their guests or attendees, the cost of the repairs will be deducted from the hirer's bond as the responsible party. If the bond is insufficient to cover the damage, the extra cost of repairs is the responsibility of the hirer.

For emergencies or damage which renders the building unsafe or unsecure the hirer must call the emergency number located on the front door.

**Victoria Park Community Centre Inc. is a not-for-profit venue part-funded by the Department of Communities and The Town of Victoria Park.**