



KORUMBURRA

Community Hub

Terms and Conditions of Hire

Thank you for choosing Korumburra Community Hub for your hire.

Please read these Terms and Conditions of Hire carefully as they have been designed to ensure the protection of the Hub as a community asset and to keep hiring costs to a minimum.

These Terms and Conditions of Hire apply to all bookable spaces in the Korumburra Community Hub. The Hub is defined as the entire facility comprised of upper and lower floors, foyer, meeting and training rooms, flexi space, kitchen, South Gippsland Shire Council Customer Service desk and office area located at 15 Little Commercial Street, Korumburra.

The Hub also hosts Myli Community Library, Milpara Community House, Korumburra Historical Society and a number of other community groups.

Hub Capacity

Upper Level – maximum 100 persons

Lower level – maximum 200 persons

1. Code of Conduct

- 1.1. Korumburra Community Hub encourages inclusion and access
- 1.2. Smoking including use of tobacco, tobacco-like products and e-cigarettes is not permitted anywhere inside the Korumburra Community Hub or within five metres of building entrances
- 1.3. Hirers are responsible for the health and safety of people attending the event or activity including providing appropriate first aid, following displayed evacuation procedures in an emergency and following the direction of the Facility Manager and/or all Emergency Services personnel
- 1.4. Animals (with the exception of assistance animals) are not permitted to enter the Hub
- 1.5. Children must be supervised by an adult at all times.

2. Companion Card

- 2.1. The Korumburra Community Hub is a Companion Card Affiliate that offers Companion Card holders free entry for their companion/carer when they are attending events at affiliated facilities
- 2.2. Companion Cards enable eligible people with disability to participate at venues and events without the extra cost of a second ticket for their companion/carer

3. Hire Process

- 3.1. The Facility Manager is the administrator for the hire of the Korumburra Community Hub.
- 3.2. All groups or individuals hiring a space within the Korumburra Community Hub shall first complete a Hire Agreement form which shall be signed by the responsible person and state all required details.
- 3.3. Hirers under the age of 18 years must have the application form completed by a parent or carer over 18 years of age who will be supervising the function. Special conditions may apply.
- 3.4. The user group will be entitled to use only the part or parts of the building specified on the Hire Agreement form. The Facility Manager reserves the right to hire any other portion of the building for other purposes at the same time.
- 3.5. Confirmation of a booking shall occur upon receipt of a completed Hire Agreement form and payment of the non-refundable deposit (50% of booking fee) or complete payment, evidence of appropriate current public liability insurance and other evidence where applicable.
- 3.6. The Hirer will complete an induction prior to their first hire, and at least annually when hiring outside of business hours.

4. The Facility Manager

- 4.1. Has the right to vary or cancel the Hire Agreement in the event of any breach of the same.
- 4.2. Has the right to vary or cancel part or all of the Hire Agreement to allow continuation of Hub activities.
- 4.3. Always has the right of access.
- 4.4. Has the authority to deal immediately with any dispute arising from the hire of the Hub.
- 4.5. Has the authority to deny any undesirable person/s access to the premises.

5. Fees and bonds

- 5.1. Fees for hire are determined by South Gippsland Shire Council and reviewed annually. Current fees are outlined in the Fee Schedule on the Hire Agreement form and booking page
- 5.2. All monies due must be paid in full no less than 7 calendar days prior to the commencement of any hire, including the balance of hiring fees and bond monies. Only then will access to the Hub be provided. Invoices can be issued for regular users upon request. Cancellation of any booking may occur if this period is breached.
- 5.3. A hiring bond may be payable on some hires dependant on nature, size and duration of the booking as determined by the Facility Manager and will be refunded upon satisfactory completion of the hire and in accordance with the Hire Agreement.
- 5.4. All refunds will be paid by EFT, payable to the Hirer named on the Agreement form within 21 days of the final hiring date once access card/s have been returned and no breaches identified.

5.5. The Hirer is required to vacate the Hub within the specified time. If additional time is required, this must be booked and fees may be charged accordingly. It is the Hirer's responsibility to ensure caterers and service providers associated with the Hire vacate the Hub and remove all equipment, furniture and rubbish within the specified time. If not, additional fees may apply.

6. Refund of bond

6.1. All monies received for bond payments will be receipted and banked. Bond refunds will be paid by EFT and made payable to the Hirer named on the application form.

6.2. The Facility Manager will refund the bond to the Hirer within 21 business days of the Hiring date; once the access card has been returned and bank details received, less any amounts deducted by Korumburra Community Hub to:

6.2.1. Repair any damage to the Venue that occurred while the Hirer had access to the venue.

6.2.2. If necessary, pay to clean the venue to its condition prior to the Hiring Date.

6.2.3. Less any cost incurred from failure to comply with security requirements.

6.3 The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage/cleaning.

7. Cancellation of Booking

7.1. A cancellation fee may be incurred if the Hirer cancels the use of the facility less than two weeks prior to the booked date. Booking changes and cancellations for Regular Hires are required to give 2 weeks' notice to vary their hire, or 1 months' notice to terminate their Hire Agreement.

7.2. The Facility Manager reserves the right to alter or cancel any booking by notice in writing to the Hirer. This right will only be exercised under exceptional circumstances. Should it be necessary for the Facility Manager to cancel any booking then any fees paid in advance will be refunded.

7.3. If the Hub needs to operate as an Emergency Response Centre then your booking will be cancelled and any monies paid will be refunded. An Emergency Event takes precedence over all over events and bookings.

8. Damage

8.1. The Hirer agrees to notify the Facility Manager of any breakages or damage.

8.2. Any costs associated with damage or breakage will be determined by the Facility Manager and South Gippsland Shire Council, if relevant.

8.3. Where the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond. Where it is more than the bond, the bond will be withheld and further costs paid by the Hirer.

9. Cleaning

9.1. Cleaning of the hired space is required prior to the Hirer leaving the site to ensure it has been left as it was found. Additional information can be found in each room.

9.2. All rubbish/recycling/green waste is to be removed into the large bins.

9.3. The hired area must be left the way it was found with all furniture and other equipment returned to where it was originally located.

- 9.4. Should the premises be left in an unsatisfactory state, the Facility Manager will organise a cleaning contractor and the cost will be passed onto the Hirer.

10. Access and Security

- 10.1. Deliveries to and from the site (including waste collection) must only take place between:
 - a) 6.00am and 6.00pm Monday to Friday.
 - b) 6.00am and 1.00pm Saturday.
- 10.2. Hire is only available between the hours of:
 - a) 7:00 am and 10:00 pm Monday to Friday
 - b) 8:00 am and 2:00 pm Saturday, Sunday and Public Holidays.
- 10.3. An access card will be arranged for hire outside of normal business hours, 9.00am – 5.00pm. The access card must be signed out and in and is the full responsibility of the Hirer.
- 10.4. The Hirer will be responsible for the overall security of the Korumburra Community Hub while it is in use.
- 10.5. Access cards must be returned within two working days of the hire period unless otherwise agreed. Access cards can be returned to the Facility Manager at the Korumburra Community Hub during usual weekday business hours.
- 10.6. The Hirer agrees that if the access card for the hired area is lost (or not returned within two working days), that the Hirer will be fully responsible for all costs incurred by the Facility Manager and/or South Gippsland Shire Council for any changes or replacements that may be required as a result.
- 10.7. The Hub and associated areas must be left secure upon vacating the building.

11. Insurance

- 11.1. All commercial Hirers must provide a copy of their certificate of currency detailing that they have a \$20M public liability insurance cover.
- 11.2. South Gippsland Shire Council has bulk public liability insurance coverage for all Council-owned facilities for casual Hirers. This insurance covers those groups that do not have public liability insurance of their own who hire the facility.
- 11.3. A Hirer who intends to hire a room more than 52 times a year will be required to arrange their own public liability insurance and provide the Facility Manager with a copy.

12. Liability

- 12.1. The Hirer shall be responsible for any accident, loss, damage, theft, legal inability or injury sustained by any persons using any part of the Korumburra Community Hub and its facilities and equipment during the currency of the hiring. The Facility Manager, South Gippsland Shire Council or any person acting on behalf of the Hub, affiliated bodies, staff, or other employees will not be held liable.
- 12.2. Any equipment or articles brought into the premises by the Hirer are on the premises at the Hirers own risk.

13. Indemnity

- 13.1. The Hirer uses the facility at the Hirer's own risk and releases Council and its agents to the extent permitted by law, against all liability and loss in connection with the facility, including where Council or its agents terminates the hiring of the facility for any reason whatsoever. The Hirer expressly indemnifies Council and its agents against all loss and liability in

connection with the Hirer's use of the Facility including any damage caused to the facility or any loss, injury or death to any person in or about the Facility, except to the extent which Council and its agents is negligent.

14. Property Insurance

- 14.1. Contents purchased or supplied by Hirers and that are not considered fixtures of the facility remain the property of the Hirer and are not insured by Council and its agents. Cash, consumable goods and equipment kept on premises by Hirers are also not insured by Council and its agents.
- 14.2. No items are to be left on the premises without prior approval and an inventory list supplied to the Facility Manager.

15. Electrical Safety

- 15.1. All electrical equipment brought into the Hub for use must be in good condition and meet Australian standards.
- 15.2. All electrical appliances should be set up, used and maintained in line with the manufacturer's recommendations and Australian standards.
- 15.3. Hirers utilising external catering services must ensure their caterer has their own insurance cover and provides to the Facility Manager a copy of their Certificate of Currency.

16. First Aid and Incidents

- 16.1. It is the responsibility of the Hirer to ensure the provision of adequate first aid coverage during their period of use/hire.
- 16.2. The Hirer must notify the Facility Manager of any injury, damage, emergency or near miss as soon as possible and no later than the next business day. The Hirer may be required to complete an Incident Report.

17. Security

The Hirer must take precautions or make arrangements to prevent or restrict unwelcome guests to the hired event. You must discuss your security arrangements with the Facility Manager. The Hirer shall, when directed by the Facility Manager arrange for private security to be in attendance if the event is considered to be a risk.

The Hirer is solely responsible for ensuring the following security measures are undertaken at the completion of the hire:

- 17.1. All internal blinds to be left in a closed position
- 17.2. All internal and external doors are to be locked and properly secured, including storage areas where applicable
- 17.3. Alarm must be activated as per "Entering and Leaving" instructions
- 17.4. All rooms and toilets are to be checked and secured
- 17.5. Windows must be shut and properly locked
- 17.6. All lights must be switched off
- 17.7. All heaters/air conditioners and equipment/appliances used during the function/hire must be switched off. Failure to do so will incur fees
- 17.8. Please do not touch switches on Power Board that are marked Leave On
- 17.9. The front door must not be propped or forced to stay open under any circumstances.

Failure to enact these security measures will result in the Hirer assuming responsibility for any costs incurred as a result of a breach as well as incurring a penalty fee of \$88, or as determined by the Facility Manager, except in the case where a Korumburra Community Hub tenant or the contracted security provider are found to be at fault.

In the event that a private security company is engaged the following applies:

- 17.10. Hirers are responsible for all security and crowd control aspects of their party
- 17.11. Privately uniformed security must be licensed under the Private Agents Act 1996
- 17.12. Hirers must ensure all security personnel are comprehensively briefed on their roles and responsibilities and are familiar with emergency evacuation routes and procedures.
- 17.13. Hirers must ensure appropriate numbers of security are contracted for the nature of the event. The nature of the event e.g. number of attendees/natures of attendees/provision of alcohol etc. will determine the number of security personnel required. The current base industry standards (as at November 2011) are; 2 security personnel for the first 100 patrons, then 1 additional security personnel for each additional 100, or part thereof, following that.

The Hirer will be provided with contact numbers for the Facility Manager and the South Gippsland Shire Council after-hours line. In the case that the Hirer can't arm or disarm the Hub, the Hirer's first point of contact should be the Facility Manager. If the Hirer is found to be at fault, a call out fee \$80 will be charged and \$55 for every hour or part thereof afterwards. If the Facility Manager or the security provider are found to be at fault, the cost will be absorbed by the Council or the appropriate organisation.

18. Equipment

- 18.1. No equipment, furniture or fittings shall be moved or removed from the Hub at any time without prior consent of the Facility Manager.
- 18.2. No notices, decorations, fixings, fastenings, fixing devices, or articles of similar nature shall be used without the consent of the Facility Manager. All such articles and property together with any catering appliances or fittings shall be removed by the Hirer at the end of the hire.
- 18.3. The Hirer shall ensure that caterers and persons arranging set up take every precaution to protect the floors and walls from any damage. Do not drag tables. Chairs are to be moved with the trolley supplied.

19. Advertising and signage for Events and Functions

- 19.1. External signage (eg. A-frame sign, banner) promoting an event or function in the Hub external area must be approved by the Facility Manager and may require a permit.
- 19.2. Internal advertising and displays relating to an event or function must be approved by the Facility Manager. Internal advertising and displays must not obstruct any Hub exhibitions or other community displays.

20. Catering/Kitchen Use

- 20.1 The Hirer is responsible for ensuring the kitchen is left in a clean and tidy condition. All equipment, fixtures and utensils must also be left clean and in good condition.
- 20.2 Storage of food or other catering-related items is not permitted outside the booked hours without written consent from Council (to be confirmed)

- 20.3 No food or refreshment of any kind shall be sold at the Venue without the prior written consent from Council. If the Hirer intends to sell any food and/or beverage at the Venue during the hire period, they must submit a copy of their current Certificate of Registration of Food Premises with their hire application.
- 20.4 No consent to sell food will be given unless the Hirer demonstrates that it has obtained any necessary permits for the preparation and sale of food. The Hirer must ensure that, where any catering is provided by a person or company that person or company is registered under the Food Act 1984 (Vic).

20. Tenure

The agreement of regular long-term hire will not be deemed to provide any lasting rights of possession or other tenure over the venue to the Hirer.

21. Information Privacy

In accordance with the Victorian Privacy and Data Protection Act (2014), all personal information collected by the Facility Manager will be used only for facility management purposes and kept confidential. It will not be disclosed to any third party unless the Facility Manager is required to disclose the information under other legislation or disclosure is deemed reasonable under the circumstances.

22. Responsibilities

The Hirer SHALL NOT:

- 22.1. Sub-let the premises or any part thereof.
- 22.2. Commence hire prior to the prearranged time outlined in the hire agreement.
- 22.3. Without the written consent of the Facility Manager, a hirer must not attach anything to the walls, ceilings, floors or any part of the building (including unauthorised alterations such as screws, nails and fixtures) or use stage props, electrical lighting or articles of a similar nature.
- 22.4. Bring heavy, large equipment or flammable substances into the facility.
- 22.5. Use candles, sparklers, kerosene lamps or smoke machines.
- 22.6. Allow any users/guests to smoke or use drugs or other substances within the confines of Korumburra Community Hub. This includes the use of e-cigarettes.
- 22.7. Allow the use of any barbecue, spit or other portable cooking equipment within the premises or attached structures.
- 22.8. Allow or cause unacceptable, unreasonable or excessive levels of noise
- 22.9. Allow any unauthorised or illegal use of the premises
- 22.10. Provide false or misleading information in relation to the hire.
- 22.11. Cause, allow or undertake activities that may pose a risk to the safety of guests, other Hub users or the public, that may result in loss or damage to property or that may affect any insurance policies
- 22.12. Permit the number of people attending to exceed the maximum number specified in the Hire Agreement and in line with the Hub's capacity listing (lower floor – 100 people and upper floor – 200 people).
- 22.13. Allow any users/guests to bring animals into the Hub, with the exception of registered service dogs. Companion/therapy dogs are not permitted.
- 22.14. Bring to use any electrical appliance that does not meet Australian Standards

The Hirer SHALL:

- 22.15. Ensure that occupants of the building can exit directly into open space or evacuation assembly points. Fire safety exits must always be left unimpeded.
- 22.16. Ensure that the premises are entered and vacated as per the Hire Agreement.
- 22.17. Ensure that all cleaning is completed after the function/hire. This includes all appliances, equipment and furniture, sweeping, vacuuming and/or mopping of all spaces used, securing all rubbish in garbage bags and removing all decorations. Any hard rubbish is the responsibility of the Hirer. Waste and recyclables should be placed in the appropriate bins. All furniture and cleaning equipment must be returned to original positions and storage areas.
- 22.18. Ensure users and guests take all reasonable precautions against spillage, stains and damage, and adhere to Environmental Protection Authority (EPA) regulations regarding excessive noise.
- 22.19. Be responsible for the care, safety and use of all equipment brought into the premises during the hire.
- 22.20. Arrange that all users/guests use appropriate car parking facilities.
- 22.21. Be prompt when picking up or returning the key (within 48 hours) unless otherwise approved by the Facility Manager.

23. Further Information

Further information on hiring terms and conditions is available from the Facility Manager and Milpara Community House.

Korumburra Community Hub Facility Manager on 0456 991 956.