

Council Terms and Conditions 11/10/2022

The Community Centre offers this licence subject to these Hire Terms and Conditions:

1. Grant of Licence In consideration of the Hirer paying the Hire Fee to the Community Centre, the Community Centre grants to the Hirer a licence to use the Hired Area on the Booking Date, during the Booking Times subject to the terms and conditions of this Agreement.
2. Bond 2.1. The Hirer must pay the Bond to the Community Centre before the Booking Date. 2.2. If the Hirer breaches any of its obligations under this Agreement, the Community Centre may use any amount of the Bond to compensate the Community Centre for any loss suffered by the Community Centre as a result of the breach. 2.3. The Community Centre will refund the Bond to the Hirer after the Booking Date, minus any amount required to repair or clean the Hired Area, or recover any costs incurred due to a breach of this Agreement by the Hirer.
3. Use of Hired Area 3.1. The Hirer must only use the Hired Area for the Purpose specified in the Hire Details. 3.2. The Hirer must only use the Hired Area on the Booking Date(s) and during the Booking Times specified in the Hire Details. 3.3. The Hirer must not damage any part of the Hired Area, or allow any other person to do so. 3.4. The Hirer must not do anything in connection with the Hired Area which may cause a nuisance or interfere with any other person, or which may prejudice any insurance effected in respect of the Hired Area. 3.5. The Hirer must not permit any person to smoke in the Hired Area. 3.6. The Hirer must not sell any alcohol or allow any alcohol to be consumed in the Hired Area unless a valid liquor licence has been obtained, and the prior written consent of the Community Centre has also been obtained. 3.7. The Community Centre and its authorised representatives may enter and remain in the Hired Area at any time. 3.8. The Hirer must return all keys and any written security codes for the Hired Area to the Community Centre. 3.9. The Hirer must not permit the number of the people in the Hired Area at any one time to exceed the maximum number of people specified in the Hire Details. 3.10. The Hirer must comply with all requirements of, and all directions given by, the Community Centre when using the Hired Area. 3.11. The Hirer must comply with all relevant Acts of Parliament, Regulations, Rules, Codes, Orders, Industry Awards and/or Agreements, By-Laws, Local Laws and other Legislation, when using the Hired Area. 3.12. The Hirer shall be solely responsible at its own cost for making all arrangements for the supervision of the Hired Area, public safety and the provisions of adequate security staff. 3.13. The Hirer must not interfere, misuse or overload any services running through or servicing the Hired Area and must comply with any requirements of the Community Centre with respect to such services. 3.14. The Hirer must have a fully executed Agreement in their possession when occupying the Hired Area.
4. Termination 4.1. The Community Centre may terminate this Agreement at any time. Upon termination, the Community Centre will repay to the Hirer any Hire Fee previously paid by the Hirer in respect of any

occupation period which has not yet passed, less any amounts which the Hirer owes to the Community Centre under this Agreement. 4.2. If the Hirer terminates this Agreement: 4.2.1. between 10 and 20 days prior to the Booking Date, an amount up to 50% of the Hire Fee and Bond will be forfeited to the Community Centre; 4.2.2. less than 10 days prior to the Booking date, the Hire Fee and Bond will be forfeited to the Community Centre. 4.3. At the end of the Hirer's occupation of the Hired Area, the Hirer must leave the Hired Area clean and tidy, including removing all rubbish and return it to the same condition it was in prior to the period of occupation. 4.4. The Hirer acknowledges and agrees that the Community Centre is not responsible or liable for any personal property left in the Hired Area at the end of the Hirer's occupation.

5. Insurance 5.1. If the Hirer is a business, or is using the Hired Area for revenue raising, sporting uses or a similar purpose, the Hirer must maintain insurance for public liability in the amount of \$20 million concerning one single event (or such greater sum as reasonably required by the Community Centre). 5.2. If the Hirer is a private or personal hirer the Hirer must ensure that any third party accessing the Hired Area has effected the insurance described in clause 5.1
6. Compliance with occupational health and safety laws 6.1. The Hirer must comply with the Occupational Health and Safety Act 2004 (Vic) and any other occupational health and safety law, regulation or by-law that applies to the Hirer's use of the Hired Area, 6.2. The Hirer must not cause the Community Centre to be in breach of the Occupational Health and Safety Act 2004 (Vic) through the Hirer's acts or omissions. 6.3. The Hirer must notify the Community Centre if it becomes aware of the existence of a potential health and safety issue in relation to the Hired Area.
7. Indemnity 7.1. The Hirer indemnifies the Community Centre against all claims, demands, actions, loss and liability in connection with the Hirer's hire and use of the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area. 7.2. The Hirer indemnifies the Community Centre against all claims, demands, actions loss and liability in connection with any third party accessing the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.
8. Disclaimer 8.1. The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases the Community Centre from all claims, liability and loss in connection with the Hirer's hire and use of the Hired Area. 8.2. The Hirer agrees and acknowledges that the Community Centre makes no warranty or representation to the Hirer about the condition of the Hired Area, or its suitability for the Hirer's purpose. 8.3. The Hirer acknowledges that they have inspected the Hired Area and warrants that the Hired Area is suitable for the Hirer's purpose.
9. Room Hire Information Pack

9.1. The Hirer must adhere to any guidelines, set out in the Room Hire Information Pack attached as Annexure 1 ('Guidelines'), in relation to the use

of the Hired Area, in addition to these Hire Terms and Conditions. 9.2. Should the Guidelines contain any discrepancy or inconsistency, these Hire Terms and Conditions shall take precedence for the purposes of resolving the discrepancy or inconsistency.

1. Working with Children Clearance 10.1. The Hirer must: a) ensure that all employees and volunteers who are required to apply for a working with children clearance ('Clearance') under the Worker Screening Act 2020 (Vic) ('WSA') have done so, before working with children with children at the Hired Area; b) provide a copy of the Clearance of each of the Hirer's employees and volunteers working at the Hired Area to the Community Centre, on demand; c) ensure that any employee or volunteer that is given a negative notice (within the meaning given to that term in the WSA) does not work with children at the Hired Area; and d) subject to Clause 10.2, ensure that the information in any Clearance of the Hirer's employees and volunteers which is provided to the Community Centre, is kept confidential. 10.2. The Hirer agrees that the Community Centre may disclose the information in any Clearance of the Hirer's employees and volunteers for the purpose of administering or enforcing this Agreement or if required by law. 10.3. This Clause 10 is an essential term of this Agreement.
2. Child Safe Standards 11.1. Where services are provided by the Hirer for children, the Hirer must ensure that they are fully compliant with the Child Safe Standards as set by the Victorian State Government.