

Seabrook Community Centre

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## CONDITIONS OF HIRE AND USE

### CONDITIONS OF HIRE

#### 1. APPLICATIONS FOR HIRE

- 1.1 Applications for use of the facilities at the Seabrook Community Centre must be made to the centre on the appropriate form supplied. The form must be signed by the applicant stating the purpose and hours required, and undertaking to comply with all the conditions of hire.  
Changes to any details on the original booking form must be advised in writing.
- 1.2 All hirers are encouraged to view the Centre and discuss their needs with the Centre Coordinator. If you think the facilities may suit your needs, we will provide a quote and application form.
- 1.3 A four hour minimum applies for casual functions and may apply for other bookings out of regular operating hours.
- 1.4 Where an application is made on behalf of an organisation or body of persons, the applicant is required to state the name of the organisation and the authority of the applicant for making the application.
- 1.5 Applicants must be 18 years of age or over. Private functions primarily for the 13-25 year age group are not accepted.
- 1.6 Council reserves the right to withdraw bookings, provided at least 30 days notice is given to the hirer.
- 1.7 The Council reserves the right to refuse a booking.

#### 2. PAYMENTS FOR CASUAL USERS

- 2.1 An invoice will be issued by Council finance department for the full hire charges and the \$33.00 insurance charge (if applicable). This must be paid in advance of the booking once invoice is received.
- 2.2 A bond will be required against damage to the facility and/or fixtures and fittings or to cover additional cleaning or security call out charges. Provided there is no breach of the conditions of hire, the bond will be refunded at the conclusion of the hire. Credit card details may be held in lieu of a bond payment.
- 2.3 The hirer is liable for payment of any further amount to meet the full costs of the repair of any damage to the facility and/or fixtures and fittings or equipment caused during the period of hire by the hirer or persons attending the event. This also applies to any additional cleaning required.
- 2.4 Council reserves the right to cancel a booking without notice if payment is not received more than 7 days prior to the booked event.
- 2.5 Tentative bookings will be deleted after seven days unless the hirer returns the completed and signed booking form.

#### 3. PAYMENTS FOR REPEAT USERS

- 3.1 Fees for room hire are charged quarterly, 6-monthly or annually, in advance. Invoices are issued by Hobsons Bay City Council. Prompt payment is appreciated as outstanding payments will result in future bookings being suspended or cancelled. Where a booking is made less than 7 days prior to the booked event, fees will be paid at time of booking.
- 3.2 A bond may be required against damage to the facility and/or fixtures and fittings or to cover additional cleaning. Provided there is no breach of the conditions of hire the bond will be refunded at the conclusion of hire.

- 3.3 Fees are charged according to times /days booked on the booking form and any variation to these times is required in writing prior to the date/s concerned.
- 3.4 The hirer is liable for payment of any further amount to meet the full costs of the repair of any damage to the facility and/or fixtures and fittings or equipment caused during the period of hire by the hirer or persons attending the group/activity. This also applies to any additional cleaning required.
- 3.5 Charges are in accordance with the schedule approved by the Council.
- 3.6 Tentative bookings will be deleted after seven days unless the hirer returns the completed booking form.

#### **4. CANCELLATION OF BOOKINGS**

##### **4.1 By the Hirer**

Where the hirer withdraws the booking more than 30 days prior to the event, no charges will be incurred.

Where the hirer withdraws the booking less than 30 days prior to the booking, a \$50 administration fee will apply.

Where the hirer withdraws the booking less than 7 days prior to the booking, the sum total hire fee is payable and will not be refunded.

Cancellations must be made in writing

##### **4.2 By Council**

- (a) As provided in Clause 2.4, Council reserves the right to cancel without notice any booking for which the required payment or bond has not been paid.
- (b) In the event that the facility cannot be made available to the hirer on the date(s) for which it has been hired by reason beyond Council's control, the Council will not be liable for any loss, damage or injury suffered by the hirer as a result of the facility being unavailable. All hire fees will be fully refunded.

#### **5. LIMIT OF HIRING**

- 5.1 The Council reserves the right to hire or use any other part of the facility at the same time.
- 5.2 If the venue is not vacated, including removal of all equipment, rubbish, properties and items which are in the care of the hirer, within the specified times, the hirer will be charged at an hourly hire rate for the area hired. In addition, consideration will be given to withholding of the security bond.
- 5.3 The hirer is expected to make and attend an appointment at a mutually convenient time (during office hours Mon- Thurs) to collect the key and centre opening and closing instructions (please allow up to 15 minutes).

#### **6. DISPUTES**

In the event of any dispute or difference arising through interpretation of these conditions, the decision of the Manager, Community Wellbeing, Hobsons Bay City Council shall be final.

#### **7. REGULAR BOOKINGS**

Regular users may be invited to lodge a request for hire for the following year, and will need to return their booking details by the nominated date to allow for best availability consideration.

#### **CONDITIONS OF USE**

The following conditions of use apply to your use of the Seabrook Community Centre.

This agreement is subject to the laws of the State of Victoria.

##### **1. SUB-LETTING**

The hirer is not permitted to sublet any part of the Facility or transfer any tenancy. (Expos, markets and trading fairs excepted.)

Keys/cards issued to hirers are not to be passed on to any other person/s without prior authorisation from the centre coordinator.

## **2. LIABILITY**

### **2.1 Permitted use**

The hirer must use the premises for the use outlined in the booking form. Council does not represent that the premises are suitable for the use outlined in the booking form and the hirer must make their own enquiries as to the suitability of the premises for this use.

### **2.2 Advertising/Notices**

Signs, notices, advertising boards etc are not to be displayed in and around the facility or its precincts without prior consent.

### **2.3 Building Access**

Access to the Centre must be during booked times only and includes set up and pack up. Additional hours will incur higher charges and vacate times must be strictly adhered to at all times.

### **2.4 Good Order**

The hirer is responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and in the approaches thereto throughout the whole duration of the hire. The hirer will observe all directions and instructions given by any authorised Council officer.

### **2.5 Observance of Laws**

The hirer will conform to the requirements of all relevant Acts including but not limited to the Health Act, Local Government Act, Liquor Control Act, relevant Local Law, rules or regulations made there under, and will be liable for any breach of any such Acts, Local Laws, rules or regulations.

The hirer will comply with all other Acts or statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force and will give all required notice to the proper officers.

The hirer will not knowingly infringe any copyright. Council reserves the right to prohibit any performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

### **2.6 Party Safe Registration**

Hirers organising social events or events where alcohol will be provided are encouraged to register their function with the Victorian Police Partysafe scheme. Registration forms can be obtained from [www.police.vic.gov.au](http://www.police.vic.gov.au) or by contacting your local police station. Also please note the clause relating to responsible service of alcohol and licensing.

### **2.7 Property**

To protect the building it is prohibited to pierce any part of it with screws, staples or nails.

Hirers are prohibited from using tape and glue on any part of the facility without prior discussion with the authorised Council officer.

Confetti, rice and helium balloons are not to be used in the facility or any areas surrounding the facility.

Hirers are prohibited from erecting notices, signs, advertisements, scenery fittings or decoration of any kind to any part of the buildings, equipment, furnishings and fittings without prior discussion with the authorised Council officer.

The hirer is liable for any costs incurred by Council for repair, and make good of any part of the building, its fixtures and fittings, and/or the replacement of any items, fittings or furnishings damaged beyond reasonable repair.

In the event of any consequent cancellations suffered as a result of damage by the hirer to the facility, the hirer may be liable for costs incurred by Council.

Please inform the centre coordinator as soon as possible if you found damage or maintenance issues requiring attention on accessing the centre. Photographs taken at the time can assist.

### **2.8 Protection of Floors/grounds**

All spillages are to be cleaned immediately to prevent accidents or damage to the floor.

When transporting liquid goods or ice, hirers must ensure these are enclosed in a leak proof container.

No equipment is to be used inside or outside the centre which requires pegging down and no equipment is to be left at the centre after hire.

## 2.9 Theft or Losses

Personal property is the responsibility of the hirer. Council is not liable for any loss or damage sustained by the hirer or contractors and suppliers.

## 3. **INSURANCE**

The hirer will not do or neglect or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the building.

While Council premises are covered by Council's public risk insurance policy, regular hirers are responsible for their own public liability insurance. A minimum cover of \$10,000,000.00 is required for all bookings.

A copy of the policy must be provided to the Council officer when returning Booking Form. Failure to do so may result in cancellation of the booking. Temporary insurance may be available via Council at a minor cost. Please discuss this with the Council officer

Casual hirers will be charged a fee to cover their event or function unless proof of insurance cover is supplied.

## 4. **SAFETY AND HEALTH REGULATIONS**

### 4.1 Animals

With the exception of assistance dogs, animals are not permitted into the building without written consent.

### 4.3 Capacity

The capacity of the venue must not exceed the number provided on your application or the maximum capacity of the space hired, unless otherwise approved.

The capacity of the combined community rooms 1 and 2 is a maximum of 80, including children, and you are responsible for all people accessing the centre as a part of your activity, function or event.

Failure to observe this condition may result in your group being required to leave or compromise any future application to hire.

### 4.4 First Aid Kit

It is recommended that users provide their own first aid kit. In the event that you access the centre kit, please ensure you advise of items used on the list supplied so they can be replaced.

### 4.5 Lighting, Heating and Cooling

Please ensure when leaving that they are switched off before vacating the centre; fees will be charged against bond moneys for leaving the lighting, heating/ cooling system on after vacating the premises. Instructions are included in the rooms.

### 4.6 Locking and securing the facility

All windows and doors must be locked after your sessions, and the security alarm set if you are last in the building before vacating the premises.

### 4.7 Noise

The hirer is responsible for ensuring that all noise levels in and around the facility are within EPA maximum limits and maintained at an acceptable level.

The hirer is responsible for controlling noise and behaviour in and around the facility and it is expected that function attendees remain inside the venue and the rear yard and do not allow the event to spill out to the front of the building.

Seabrook Community Centre is situated within a residential neighbourhood. Please consider our neighbours when entering and leaving the building late at night and advise guests that parking on resident nature strips may incur a fine.

#### 4.8 Obstructions

It is the hirer's responsibility to ensure that there is no overcrowding, and/or obstruction of exits, passages, corridors or any part of the building.

#### 4.9 Open Flame Lamps

Open flame lamps are not permitted in any part of the facility.

#### 4.10 Security Staff

The Council reserves the right to require the user to provide security at their cost using a registered security company at a ratio recommended by the security company. Written evidence is to be provided to the centre staff.

#### 4.11 Smoke Machines

Any device that emits smoke is not permitted in any part of the facility.

#### 4.12 Smoking

Smoking is not permitted in any part of the Seabrook Community Centre including the rear yard. This complies with the Council's policy and is not permitted inside the buildings or within ten metres of the eaves of the building at any time. It is the responsibility of the user to ensure that cigarette butts outside of these areas are disposed of correctly.

#### 4.13 Supervision of Children

The group or individual hiring the facility is liable to ensure the safety of all guests/ customers/ participants attending the venue on their behalf. Children should be supervised at all times and are not permitted to roam outside the hired areas or tamper with displays and equipment in the centre. It is also a safety requirement that young children are accompanied in the rear yard and to the toilets.

### **5. PROGRAM**

#### 5.1 Program of Events

Council reserves the right to request the subject and program of events where the facility is booked.

#### 5.2 Performing Rights

In the case of a dramatic or other performance or a concert, the hirer is responsible for gaining all rights associated with the event. It is illegal to produce, or perform, or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such rights. The hirer hereby indemnifies Council against any claim for breach of copyright.

### **6. FURNITURE EQUIPMENT AND CLEANING**

The rights hereby given will extend only to the use of the facility as at present equipped. No alteration or additions to the equipment installed will be made without prior consent.

Groups may be allocated locked storage on application and may be charged when provided with storage space. Please be aware that space is limited and subject to availability.

Please take care using furniture and equipment and follow all instructions regarding use. All items of furniture must be returned to the storage cupboards correctly. A maintenance fee may be charged where furniture is not returned correctly or safely.

All posters, decorations and personal items must be removed from the centre at the end of your function or event. Balloons left in the centre which cause alarm activation and security callout when the centre is closed, will be charged security call out fees and on-costs.

### **7. ALCOHOL**

Seabrook Community Centre is not a licensed venue. It is the responsibility of the hirer to obtain any legally required permits and licences in relation to the serving of alcohol. Evidence of this must be provided to the centre coordinator prior to the event. The Council reserves the right to prohibit the introduction of alcohol into the facility at any time.

Alcohol may only be consumed within the booked space and may not be consumed outside the centre.

## **8. CATERING**

A hirer may make arrangements for a caterer of their choice to provide catering service, providing permission has been granted.

The hirer is responsible for ensuring that the kitchen and all the equipment is left in a clean and tidy condition and that all rubbish and food waste is immediately removed from the facility.

In the event that the Council needs to arrange for additional cleaning or waste removal, the hirer will be responsible for all costs incurred.

Any group offering food for sale must register with [streatrader.health.vic.gov.au](http://streatrader.health.vic.gov.au)

## **9. PHOTOGRAPHY**

Photography is permitted within the facility for private use only. For commercial use the hirer must seek permission from Council.

## **10. VEHICLES**

Vehicles must be parked in designated parking areas and kerbside only and are subject to parking restrictions. Please do not allow parking on resident nature strips.

Vehicles are driven or parked in the carpark at the owner's risk. No responsibility is accepted by the Council for any occurring theft and/ or damage.

## **11. TIME OF FUNCTIONS**

The hirer is requested to have vacated the premises by **no later** than the times specified below:

Sunday to Thursday night:	10pm – Function finish	10.30pm - Vacate before
Friday and Saturday night:	11pm – Function finish	12.00am - Vacate before

No functions will be held earlier than 7am Monday to Saturday and 9am on Sundays.

## **13. EMERGENCY PROCEDURE**

Hirers must acquaint themselves with position of emergency exits in the building.

In the event of an emergency evacuation, hirers must follow the directions and signs provided.

In the event of a fire alarm or security alarm sounding, the hirer and their party must vacate the building immediately. Hirers who fail to comply with requests by the delegated Council officer or Emergency Services officers will be liable to pay all penalties imposed.

## **14. EMERGENCY NUMBER**

The emergency services contact number is 000.

Out of hours contact numbers for Council staff will be provided to the hirer with booking confirmation.

For any urgent building/maintenance issues which require urgent out of hours attention, please phone 9932 1000.