

Lucas Community Hub Terms and Conditions of Hire

It is the responsibility of the Hirer to inform members of their group and participants of these Conditions of Hire.

Hirers are advised that these conditions of hire may be altered or extended by Council at any time.

Bookings

Bookings will be taken from community groups, not for profit organisations and organisations who can demonstrate their activity delivers a community benefit and aligns to Councils Municipal Health and Wellbeing Plan (MPHWP).

To make a booking please complete a booking request form. Bookings will be subject to an approval process which may take up to one week.

Priority of use guidelines will be adhered to in making decisions relating to community access and allocation.

Room set up, pack up and clean up times are the responsibility of the hirer and must be included in booking times.

The venue must be vacated by the specified booking time. If it is identified that the booking period has been exceeded, you will be charged accordingly.

Council will regularly review all activities that occur at Lucas Community Hub. This is to ensure that they continue to meet the needs of the community and align with Councils MPHWP.

Cancellation of booking – by the hirer

Notification of changes to the booking, including cancellation of a booking, must be made in writing (email acceptable) with a minimum of two (2) weeks' notice; otherwise the Hirer may be charged according to the original booking.

Cancellation of booking by Council

Council may cancel a booking with a minimum of two (2) weeks' notice if:

- The venue is required for State or Federal elections;
- Scheduled repairs or alterations to the venue are required.

Council may cancel a booking with minimal notice:

- The building is required to be used as an emergency relief centre.
- In the event of an emergency or an event causing the building to be unsafe.
- Council becomes aware that the event, goods or services proposed to be held, used or provided by the Hirer are objectionable.

Refusal to hire

Council reserves the right to refuse to hire to groups or entities whose core objectives, principles or policies conflict with Council's own adopted plans, strategies and positions.

Council also reserves the right to refuse hire where the user group has not adhered to hiring terms and conditions in the past.

Hours of operation

The hours of operation for LCH are between 9am to 4pm Monday to Friday. Bookings will be taken for out of hours activities 9:00am – 10:00pm seven days a week, excluding public holidays.

Fees and charges

All fees and charges for use of LCH are approved within Council's annual budget process.

Regular bookings will be invoiced monthly following month end and are required to be paid within Council's trading terms as identified on the invoice issued.

Casual bookings need to be paid for at least one week prior to the event.

The fees and charges which may be imposed by Council include:

- (a) Fees for hire of the meeting room(s).
- (b) Cancellation fees – Notifications of changes to bookings, including cancellations must be made in writing, with a minimum of 48 hours' notice; otherwise the hirer may be charged according to the original booking time.
- (c) Public liability insurance – Depending on the type of activity a hirer may be required to purchase their own public liability insurance with coverage of \$10 million. Please contact Council's risk unit on 5320 5500 if you are unsure if insurance is required.
- (d) Call out fees – any costs incurred as a result of the Hirer failing to secure the building or failing to leave at the designated time will be passed on to the hirer. These costs include those incurred by Council with relation to out-of-hours attendance by staff and/or security company. Call out fees start at \$55.
- (e) Replacement or damage costs
- (f) Cleaning fees – any area left in an unacceptable condition will incur additional costs if cleaning is required.

If any booking is cancelled due to Council functions or circumstances out of the hirer's control any fees paid shall be returned in full and/or alternative accommodation will be supplied.

Alcohol

Is not permitted at the venue.

Animals

Animals are not permitted in the venue, except for registered guide, hearing and assistance dogs.

Child protection requirements

Hirers whose activities include children under the age of 18 years must comply with current legislation regarding Working with Children, child safe standards and the City of Ballarat child safe policy.

Children participating in activities must always be supervised to ensure their safety whilst at the venue; this extends the entire duration of their stay at the venue including both before and after the organised activity and to all areas of the venue.

Cleaning

The hirer of the venue will be responsible for leaving all areas used at the venue clean and tidy. Users must vacuum carpeted areas and sweep and mop other surfaces after use. Dishes are to be washed, dried and put away.

Any area left in an unacceptable condition will incur additional costs if cleaning is required. The hirer will be advised by phone or email.

Staff should be notified of any additional cleaning required by emailing info@ballaratvic.gov.au

Damage/Loss

Hirers are financially responsible for any damage or loss caused to the Lucas Community Hub

Disputes

Any dispute or difference arising as to the interpretation of these conditions will be dealt with according to Council's Complaints Handling Procedure which is available to view on Council's website.

Electrical equipment

The Hirer must request permission from the Community Development Officer or City of Ballarat representative to use any electrical equipment other than that supplied at the venue.

Any electrical equipment brought into the centre must have current test and tag certification.

Emergency equipment and procedures

Fire exits must be kept clear of obstacles at all times.

It is the responsibility of the Hirer to observe all venue signage relating to fire and safety precautions.

Emergency equipment including fire extinguishers and hoses are located throughout the venue. These are to be used only in the event of an actual emergency.

The Hirer is responsible for ensuring they are informed of, and follow, emergency procedures in the event of an emergency

Furniture and equipment

There is a small amount of equipment, including crockery and cutlery, available for use at the venue. Please ensure you discuss your requirements with the Centre Coordinator prior to your event.

The hirer is responsible for setting up and taking down of furniture and equipment and returning it to its original location.

Food

The provision of food may require a permit. For more information contact Council's Environmental Health team on 5320 5500.

Hirers are responsible for the provision of all catering requirements for their activity including the supply of tea, coffee, sugar and milk.

Gambling

Gambling is not permitted within the venue.

Keys and fobs

For out of hours bookings or bookings when staff not on site the Hirer agrees to:

- make a time with the Lucas Booking Officer or representative to collect the key and fob at a predetermined time.
- accept full responsibility for the key and fob and will not allow its use by another individual.
- return the key and fob on the date and in the manner agreed.
- report a lost or missing key to the Centre Coordinator or representative as soon as possible and be responsible for any replacement costs or out-of-hours call out.

First Aid

It is the responsibility of the hirer to provide first aid supplies and administer any first aid they feel necessary during an event / activity.

Noise

It is expected that the surrounding businesses, residents and other venue users are respected. The Hirer is responsible for the preservation of good order prior to, during and following the hire of the venue.

Notices and Advertising

Notices or announcements of any event, activity or function shall only be displayed in the venue or grounds with the approval of City of Ballarat staff.

Performing rights

The Hirer shall not produce or permit to be produced at the facility, any dramatic or musical work in infringement of copyright or performing rights.

The Hirer agrees to indemnify Council against any claim for breach of copyright.

Public Liability Insurance

For high risk activities or activities where the hirer makes a financial gain the Hirer shall at all times during the Hire period insure and keep insured with an insurance company, against public risk for an amount of not less than \$20 million.

Hirers who do not have public liability insurance and are conducting a free community event may be required to purchase cover under Council's Public Liability Scheme at a rate adopted by Council in the annual Budget.

Risk Management

The Hirer agrees to carry out instruction or direction given by Council regarding complying with Workplace Health and Safety legislation.

Council takes no responsibility for any user's personal property whilst at the facility nor does Council accept any responsibility for any personal property whilst at the facility.

Any motor vehicle driven or parked in the confines of the facility is entirely at the owner's risk and no responsibility is accepted by Council for any theft or damage thereto.

The users must not exceed the maximum capacity of their hired space.

Security

The Hirer shall switch off all lights, heating, electrical equipment (excluding fridges and dishwashers) and secure doors and windows ensuring that all sections of the building are secure before vacating the venue.

The Hirer is responsible for ensuring the building is vacated by all patrons attending the event before exiting and locking the building.

Council may request the provision of external security for specific functions. This security must be provided on request by a registered security company.

Smoking

Smoking is prohibited in the venue at all times.

Sub letting

You must not sublet the venue or assign your rights to any other organisation or person without Council's prior consent.

Unlawful activity

No unlawful activity shall be conducted within the centre or its grounds.

Activity that discriminates against any other individual or group of individuals will not be permitted within the centre or its grounds.