

# Djerring Flemington Hub Conditions of Hire

Moonee Valley City Council (“Council”) facilities are vital for service delivery, social interaction, connectedness and place making. Council is committed to implementing a fair, equitable, transparent, and consistent approach when managing and providing access to its’ broad range of community facilities. In doing so, Council ensures it is meeting the needs and demands of its diverse community groups.

Djerring Flemington Hub (the “Hub”) will prioritise access to the Hub as outlined in Council’s [Community Facilities Management Policy](#) and particularly to bookings that support the Hub’s vision to be a place for community to come together to connect, celebrate, and create.

## 1. Terms and Conditions

- 1.1. Communication with Council
- 1.2. The Hirer is to contact Council with all general requests and enquiries by sending an email to [flemingtonhub@mvcc.vic.gov.au](mailto:flemingtonhub@mvcc.vic.gov.au) or by calling the Hub on 8325 1800.
- 1.3. Hub Officers are available to respond to enquiries between the hours of 9am to 5pm Monday to Friday.
- 1.4. Council will aim to respond to enquiries within two business days.
- 1.5. For all other emergencies impacting the Hirers ability to operate outside of business hours, Hirers are to contact Council’s out of hours emergency contact on 9243 8888.

## 2. Bookings

- 2.1. Booking applications can be made via the appropriate booking form online or in person at the Hub.
- 2.2. All booking requests will be assessed by Hub officers in line with the Community Facilities Management Policy and Hub vision prior to being approved.
- 2.3. The Hub requests 10 business days to process bookings. Any booking enquiries made less than 10 business days of the booking may not be accepted.
- 2.4. Regular and reoccurring bookings will need to be remade for each calendar year, or other negotiated review period not exceeding 12 months.
- 2.5. Bookings cannot be transferred or sub-let by the Hirer.
- 2.6. Bookings can only be made by an individual over the age of 18 years.
- 2.7. Large full day or multiple day events, and events outside of office hours such as conferences, weddings, funerals, or parties that are seeking to book the Community Hall will be required to book and pay for all 3 sections of the Community Hall at the discretion of Hub management.

## 3. Responsible Person

- 3.1. The hirer must nominate one lead person to be responsible. This person

must be at the Hub for the entire booking time and is responsible for ensuring all conditions are met and to ensure behaviour of all people associated with their booking and those they allow access to the Hub are in line with Hub rules and expectations.

- 3.2. The responsible person must be an individual over the age of 18 years.
- 3.3. The responsible person is required to ensure these Terms and Conditions of Hire are followed.
- 3.4. The responsible person must agree to support the implementation of Council's evacuation processes and emergency management procedures that will be provided on induction to the site.
- 3.5. Hirer's accessing the Hub after hours when the Hub is unattended by Council Officers are required to complete a condition report. The responsible person must ensure this form is completed and returned to the Hub in person or via email.
- 3.6. When a booking is taking place after hours when the Hub is unattended by Council Officers, an access card will be provided to the responsible person. This access card must be kept in the sole possession of the responsible person.
- 3.7. The responsible person must not access the Hub outside of the hours specified in their booking.
- 3.8. Lost access cards or access outside of the confirmed times will incur a fee in line with Council's adopted fees and charges.

#### **4. General Conditions**

- 4.1. All Hirers must ensure they have the appropriate permissions and permits for the activity they are holding.
- 4.2. Smoking and illegal substances are not permitted within the Hub, including the rooftop garden, or within 10 meters of a playground or within 4 metres of any council building.
- 4.3. The Hirer must ensure that the number of participants in their activity does not exceed the capacity for the space booked in line with their booking and hire agreement.
- 4.4. When Hub staff are present they will maintain control of the Hub. Instructions provided by Hub staff must be adhered to at all times.
- 4.5. Multiple groups are likely to be using the Hub at the same time: each Hirer must respect the rights of other user groups.

#### **5. Fees and Payment**

- 5.1. All bookings are required to pay a fee as set annually by Council. All fees charged contribute to the cost involved in operating the Facilities including utilities, cleaning, and maintenance.
- 5.2. If the fee is not paid in full 3 days before the booking date, the booking may be cancelled.
- 5.3. After hours bookings of the community hall are required to pay their booking fee in full 7 days before the booking date, if fee is not paid the booking may be cancelled.

- 5.4. Regular Hirer's may arrange to be invoiced monthly, quarterly, or annually. Payments are expected to be made within 30 days of invoicing. If payments are not kept up to date, future bookings may be cancelled.
- 5.5. Based on the size and nature of the activity, hirers may be required to pay a bond as per Council's adopted fees and charges.
- 5.6. Large or afterhours bookings may be required to cover the costs of a Duty Manager. This will be determined by Council Officers before the booking is confirmed.
- 5.7. Additional support staff (Audio/Visual Support, Set Up/Pack Up) may be requested, at-cost, at the time of booking.

## **6. Hirer Cancellations**

- 6.1. Cancellations or changes to bookings must be made in writing at least 3 full days prior to the booking date or fees will still be charged and the security bond or part thereof may be forfeited.
- 6.2. Cancellations for afterhours bookings of the community hall must be made in writing at least 7 full days prior to the booking date or fees will still be charged and the security bond or part thereof may be forfeited.
- 6.3. Cancellations made within the required timeframe will be refunded.

## **7. Refusal to Let and Council Cancellations**

- 7.1. Council may choose to immediately terminate any booking and refuse future bookings if the Terms and Conditions of hire are not met.
- 7.2. If the facility is required for other uses such as emergency relief, elections, or other urgent, emergency, or priority user requirements, Council may need to cancel a confirmed booking, or instance of a reoccurring booking.
- 7.3. When this is necessary Council will provide as much notice as practical and endeavour to secure an alternative time or venue for your booking.

## **8. Emergencies**

- 8.1. Council will provide a full site induction to Hirers including familiarising them with the evacuation plan and emergency management procedures.
- 8.2. In case of an emergency, call 000 and then contact Council on 9243 8888.
- 8.3. If emergency services are required to be called to the site, Hirers need to notify Council on 9243 8888 within 24 hours.
- 8.4. A call out fee may be charged should Council deem the call out not an emergency.
- 8.5. An incident report will be provided to the Hirer from Council and should be returned to Council within 24 hours of receipt.
- 8.6. If you require after hours support and Hub staff are not present please call council on 9243 8888. Call outs deemed non-urgent may incur a fee.
- 8.7. If an evacuation is required;
- 8.8. And Council staff are present, they will lead the evacuation process and the responsible person will support this evacuation

- 8.9. And Council staff are not present then responsible persons will lead this evacuation in line with the evacuation plan and contact council on 9243 8888.

## **9. Security and Safety**

- 9.1. All Hirer's will receive an induction to the spaces they are using, including familiarisation with the safety and security procedures of the Hub, and Hub rules and regulations.
- 9.2. If concerns of security and safety are identified by Council, The Hub, and/or Police particular bookings may be cancelled, or the hirer required to undertake further security or safety measures upon negotiation. This may include the provision at the Hirer's cost of security personnel.
- 9.3. The Hirer shall comply in every respect with all Acts and Regulations regarding public building, for the prevention of overcrowding and obstruction.

## **10. Cleaning and Maintenance**

- 10.1. Council staff are not responsible for setting up, running of programs/ events, or cleaning the Hub unless arranged in advance and on payment of fees in line with Councils adopted fees and charges.
- 10.2. The Hirer must ensure that all areas of the Hub are clean and tidy throughout their booking. Any spaces utilised must be left in the condition outlined on provided checklist or room instructions.
- 10.3. Hirers are not able to attach any item to the wall or ceilings without the approval of Hub management. This includes temporarily by the use of tape or other temporary adhesives.
- 10.4. If the Hub is left in an unsatisfactory state, external cleaning staff may be required at the expense of the hirer.
- 10.5. All maintenance issues or damage must be reported to Hub staff on the next business day in writing by emailing [flemingtonhub@mvcc.vic.gov.au](mailto:flemingtonhub@mvcc.vic.gov.au) or on a provided condition report.
- 10.6. Any damage made to the Hub, equipment, or surrounding grounds by hirers or people associated with the booking, may be charged to the hirer.
- 10.7. If the damage is equal or less than the bond the amount will be taken from the bond.
- 10.8. Where the amount is greater than the bond, the bond will be taken in full and an invoice will be sent for the remainder of the cost.

## **11. Equipment**

- 11.1. Equipment may only be available if booked and paid for in advance.
- 11.2. Laptops are available to be included in the booking of some rooms. Information on the use and procedure of these Laptops will be provided on request.
- 11.3. Permission must be sort for any equipment brought into the Hub by the Hirer and remains the responsibility of the Hirer.
- 11.4. All equipment brought into the Hub must be in good working condition and used in a safe manner.

- 11.5. Council may request to view an appropriate insurance certificate of currency or safe work method statement for particular equipment brought in by external vendors or suppliers.
- 11.6. Council is not responsible for damage or misplaced items brought into the Hub, or for any injury caused by items brought into the Hub.

## **12. Food and Drink**

- 12.1. There are a variety of kitchen facilities throughout the hub.
- 12.2. Kitchenettes are available in several places throughout the Hub for reheating of food or making hot drinks and are available to all Hub users. These are shared facilities and must be kept tidy and used in line with posted instructions.
- 12.3. The ground floor kiosk is available with bookings of the Recreation Hall.
- 12.4. The first-floor commercial kitchen may be available with bookings on request and as approved by Hub management and kitchen operators.
- 12.5. No food is permitted to be sold at the Hub without specific permission from Hub management and Council.
- 12.6. Hirers must comply with safe food handling practices in accordance with the Food Act 1984.
- 12.7. No temporary or portable cooking or kitchen devices may be brought into the Hub.
- 12.8. No open flames can be brought into the Hub.
- 12.9. Hirers cannot store food at the Hub before or after booking times without prior approval from Hub management.
- 12.10. Hirer's self-catering or providing outside food or catering are required to provide their own crockery and cutlery.

## **13. Alcohol**

- 13.1. Alcohol may be consumed at some events when approved by Hub staff and in line with Victorian State Law.
- 13.2. This is not a licensed venue. You must apply for a temporary limited liquor licence (or other appropriate liquor licence) and supply a copy to Council if you intend to sell alcohol.
- 13.3. If you wish to supply alcohol free of charge, you must submit a Partysafe form via Victoria Police and provide a copy to Hub staff.
- 13.4. Alcohol cannot be stored at the Hub.

## **14. Noise**

- 14.1. All bookings are required to ensure that noise levels are maintained at a reasonable level at all times.
- 14.2. It is the hirer's responsibility to ensure all participants enter and exit the Hub in a responsible manner and that any disruption to the surrounding neighbourhood is kept to a minimum.
- 14.3. Booking requests for events that will finish late and/or are likely to produce high noise levels will be assessed by Hub management before the booking is finalised.

## **15. Car Parking**

- 15.1. The Hub's carpark is a public car park and is limited to 60 vehicles. All car park signage must be followed at all times.
- 15.2. Hirers are not allowed to park their vehicles outside of the designated car parking areas.
- 15.3. Hirers are encouraged to provide alternative transport recommendations to their participants and guests.

## **16. Insurance**

- 16.1. The Hirer must, at all times while conducting the activities under this agreement be the holder of a public liability insurance policy for a minimum amount of \$20 million in respect of any one occurrence.
- 16.2. The Public and Products Liability Insurance must cover the Hirer in respect of liability to the Council and third parties in respect of any claim for loss of or damage to property or death or injury to any person arising from the acts or omissions of the Hirer, during, or in connection with the hire of the premises.
- 16.3. The Hirer must provide a certificate of currency for the Public and Products Liability Insurance to the Council at the time of lodging the application form and adequate cover shall be retained by the Hirer so long as the facility is on hire.
- 16.4. In the event a claim is made, Council will provide the relevant details to allow the Hirer to work directly with the insurer to process the claim. Council will not be involved except for providing these details.
- 16.5. Individuals or groups can source Public Liability (PL) Insurance through Council or obtain their own PL cover by contacting\*:
  - 16.5.1. Local Community Insurance Services - <https://www.localcommunityinsurance.com.au/>
  - 16.5.2. Not-for-Profit Insurance Brokers - <http://nfpib.com.au/>
  - 16.5.3. Or any Public and Products Liability insurance provider they deemed appropriate.
  - 16.5.4. \*Note. Council does not endorse any of the above-mentioned insurance providers.
- 16.6. Public Liability Insurance Cover through Council's Insurance Policy is available for a fee, invoiced at the time of booking. Hirers can request an information pack and find out more information via [flemingtonhub@mvcc.vic.gov.au](mailto:flemingtonhub@mvcc.vic.gov.au)
- 16.7. Council has full discretion to assess the activity and associated risks and stipulate whether Product and Public Liability insurance is required before approving the hire application.
- 16.8. Council may also request that the Hirer provided Products and Public Liability insurance for any service providers that the Hirer utilises to provide goods or services during the period of hire, e.g. entertainment.



## **17. Indemnity**

- 17.1. The Hirer agrees to abide by all conditions of use and to indemnify, keep indemnified and hold harmless the Council and its servants and agents from and against loss of, or damage to, any property of the Council and any liability to any person or any claim by any person against the Council or its servants and agents in respect of personal injury or death or loss of, or damage to, any property arising out of, as a consequence of, or in connection with the use of the facility as stated on the application form.

## **18. Disputes and Complaints**

- 18.1. All disputes and complaints can be lodged with Hub management or the Senior Coordinator – Community Development, Moonee Valley City Council. All complaints will be investigated, and the decision of Moonee Valley City Council communicated.
- 18.2. Complaints can also be made directly to council at 03 9243 888, via the [Moonee Valley City Council website](#) or in **person** at 9 Kellaway Avenue, Moonee Ponds.

## **19. Privacy**

- 19.1. The Hirer's personal information will be collected by Council for the purpose of this Djerring Flemington Hub Conditions of Hire. This information will be stored in Council's record management system and will be used to contact the Hirer and to provide information on this service. This information will be managed in accordance with the Privacy and Data Protection Act 2014 and relevant policies of Council.
- 19.2. The agreement may be shared with the relevant departments within Council and authorised external parties as part of our reporting obligations. Council will not disclose the Hirer's personal information without their consent, except where required to do so by law.
- 19.3. If you do not wish to provide the personal information or information requested in the agreement, Council may not accept the application for hire.
- 19.4. The Hirer understands that the personal information provided is for the above purpose and that they may apply to Council for access to and/or amendment of the information subject to the Privacy Policy. Requests for access and/or correction should be made to Council in writing to [privacy@mvcc.vic.gov.au](mailto:privacy@mvcc.vic.gov.au).

## **20. Accessibility**

- 20.1. Council expects any community group or individual entering into an agreement for the use of a council facility ("Hirer") to respect and comply with the following guidelines:
- [Equal Opportunity Act 2010 \(Victoria\)](#)
  - [Gender Equality Act 2020](#)
  - [The Victorian Charter of Human Rights and Responsibilities Act 2006 \(Victoria\)](#)
  - [Racial Discrimination Act 1975 \(Commonwealth\)](#)

- [Sex Discrimination Act 1984 \(Commonwealth\)](#)
- [Disability Discrimination Act 1992 \(Commonwealth\)](#)
- [Racial and Religious Tolerance Act 2001 \(Victoria\)](#)

## 21. Child Safety

- 21.1. Moonee Valley City Council is committed to child safety and well-being.
- 21.2. All Hirers must comply with the [Child Wellbeing Act 2005](#) and associated legislation, the [Workers Screening Act 2020](#) and the [Victorian Child Safe Standards](#), insofar as these are applicable for their activities.
- 21.3. The Child Safe Standards are compulsory for all organisations providing services to children and young people. The Hirer will, upon Council request, provide evidence of compliance with the Child Safe Standards.
- 21.4. The hirer will, upon request, provide evidence of compliance with the [Workers Screening Act 2020](#) (Working with Children Check).
- 21.5. Hirers are responsible for the supervision of all children present at their booking and should be mindful of other groups using the Hub concurrently with their booking.

## 22. National Redress Scheme

- 22.1. In accordance with the [National Redress Scheme Institutional Child Sexual Abuse Act 2018](#), the hirer acknowledges that in the event that they are named in an application for redress they will comply with joining the Scheme.
- 22.2. The hirer agrees to inform Council if they are named in an application for redress without undue delay. For further information please refer to [National Redress Scheme](#).

## Related Council documents

- [Community Facilities Management Policy](#)
- [Information Privacy and Security Policy](#)

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