



## Conditions of Hire

### 1 Definitions

**Casual Hire:** Any hire of the Facility for an occasional, temporary or casual period (which may include a period of consecutive days) and where the booking does not meet the criteria for Regular Hire.

**CoGG:** City of Greater Geelong as Facility owner

**Facility:** Any room, space, amenity or equipment offered for hire and located at Level 1, Leopold Community Hub, 31-39 Kensington Road, Leopold 3224

**Hirer:** The individual, community group or organisation specified on the Room Hire Request and who will be responsible for the use of the Facility during the period of hire.

**LC&LC:** Leopold Community & Learning Centre Inc. ('LC&LC')

**Regular Hire:** Any hire of the Facility which occurs regularly (i.e. weekly, fortnightly or monthly over a minimum of six times in any one calendar year)

**Room Hire Request:** The online system used by Hirers to request the Casual Hire of the Facility.

### 2. Request for Hire

A request to hire the Facility can only be made online via a Room Hire Request form which is to be completed by the Hirer and lodged at least twenty-one days prior to the requested date of hire.

All Room Hire Requests will be processed as follows:

**Request for Booking:** when a Hirer submits Room Hire Request. All bookings will be unconfirmed at this time.

**Booking Being Processed:** Hirer receives confirmation documentation from LC&LC – including an invoice which will be emailed to the Hirer no earlier than twenty-one days prior to requested date of hire (excluding regular hirers).

**Confirmed Booking:** hire fees have been paid and induction is complete.

Any requested changes to a confirmed booking must be submitted in writing to LC&LC at

[info@leopoldcommunitycentre.com.au](mailto:info@leopoldcommunitycentre.com.au) and are subject to the conditions in Clause 4 regarding cancellations.

### 3. Approval to Hire Facility

Permission to use the Facility can only be approved by an authorised representative of LC&LC.

All approvals to hire the Facility shall be at the sole discretion of LC&LC. Notwithstanding that an approval may have been previously given to hire the Facility, including the signing of documentation and the payment of any hire fees and charges, LC&LC retains the right at its sole discretion, to cancel any hire by advising the Hirer in writing and returning all monies paid. The Hirer agrees in any such case, to accept the cancellation of the Hire and to waive any claim at law or equity for any loss or damage in consequence of the cancellation.

### 4. Cancellations

LC&LC reserves the right in its sole discretion, to cancel a booking at any time.

In circumstances where a Hirer has received a confirmation of a booking from LC&LC, such booking can only be cancelled by the Hirer subject to the following conditions:

**For Casual Hirers** – any cancellation must be advised in writing by the Hirer to LC&LC at least twenty-one days prior to the date of hire. If advice of a cancellation is provided by the Hirer with less than twenty-one-days' notice, the booking will be cancelled but all fees and charges relating to the booking shall still be owed by the Hirer to LC&LC.

**For Regular Hirers** – any cancellations must be advised in writing at least three days prior to the next date of hire. Where a Hirer seeks to cancel a Regular Hire booking involving more than 25% of the total remaining bookings,



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### 4. Cancellations cont.

**LC&LC may in its discretion, charge to the regular Hirer and the Hirer agrees to pay, the total amount of fees and charges which would otherwise be paid under the Regular Hire agreement.**

### 5. Charges

All fees and charges for the Facility will be determined by LC&LC and may, in its sole discretion, vary from time to time. Prior to any Casual Hire occurring, a Hirer will pay to LC&LC both a security bond, as determined by LC&LC and advised to the Hirer in writing, as well as the full hire fee not less than seven working days prior to the hire of the Facility.

The bond will be used in any circumstances where damage occurs to the Facility and/or there is a breach of conditions of hire during the period of hire. Otherwise, the total bond will be refunded to the Hirer no less than fourteen days after the period of hire, provided that the Hirer has complied with all aspects of the Condition of Hire.

Wherever the cost of repairing damage to the property exceeds the amount of the security bond, the Hirer agrees to be liable for any additional cost of repairs (including cleaning) as advised by LC&LC.

In circumstances where additional cleaning is required as a result of the hire, the cost of this will be deducted from the security bond.

In instances where a bond has not been applied, applicable charges will be raised on a separate invoice which will be provided to the Hirer by LC&LC no later than 30 days from the period of hire.

### 6. At Completion of Hiring

The Hirer shall ensure that all hire activities are ended by the agreed time stated on the Room Hire Request; and shall remove all decorations, litter or property belonging to the Hirer and then vacate the facility by the exit time stated on the Room Hire Request. Failure to comply with this section may result in the Hirer being liable for additional hire charges for the use of the Facility.

The Hirer shall also be responsible for complying with all relevant requirements of the Health Act, Local Government Act, Australian Performing Rights Association and appropriate Work Cover legislation, if and when applicable and any regulations therein contained, and shall be solely liable for any breaches of such Acts or Regulations.

### 7. Decorations

The use of confetti, streamers or similar types of decoration is strictly prohibited. No tape, adhesives or pins are to be used on any surfaces in the Facility. 'Blu-tack' (or a similar product) may be used; but must be completely removed from all surfaces prior to vacating the Facility.

### 8. Access to the Facility

Any authorized representative of LC&LC shall at all times, notwithstanding any hiring, be entitled to complete access to any and every part of the building.

Each Regular Hirer may request one Access Pass at no cost. A charge will apply where a replacement pass is required to be supplied. Passes may only be collected from LC&LC during office hours.

Regular Hirers provided with an Access Pass agree to the following conditions of use:

- All Access Passes are to be collected from and returned to LC&LC (Level 1, 31-39 Kensington Road, Leopold)



## Conditions of Hire

### 8. Access to the Facility cont.

- Access Passes can only be used to access the Facility during the specified times on your Regular Hire agreement.
- The Access Pass remains the property of CoGG as property owners.
- The individual completing the request for hire of the Facility will be personally responsible for the security of the Access Pass until returned to LC&LC.
- Where an access Pass is lost or damaged, the Hirer will be liable for the cost to replace the pass.
- LC&LC reserves the right to cancel personal access to the Facility at any time without notice.
- Hirers will be required to return the Access Pass immediately to LC&LC upon ceasing of hire arrangements.
- Costs associated with the allocation of the Access Pass are non-refundable.

Please refer to Condition 26 for information on Access Pass collection for casual hirers.

### 9. Damage

The floors, walls, blinds or any part of the building; any fittings or furniture shall not be broken, pierced by nails, pins or screws or in any way damaged; and no notice, sign, advertisement, scenery or fittings of any kind shall be erected in the Facility or attached to or affixed to the walls, floors, doors or any such portion of the Facility, fittings or furniture without the prior written consent of LC&LC.

Likewise, all furniture and equipment should be kept in good working order.

Any damage to the building, furniture or equipment shall be reported to LC&LC via email ([info@leopoldcommunitycentre.com.au](mailto:info@leopoldcommunitycentre.com.au)) or by telephone (03) 5250 1301 on the same or following business day. The Hirer will be responsible for the cost of repair for any damage to the building or for the cost of replacement for damaged furniture or equipment.

### 10. Good Order

The Hirer shall be 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 entire duration of the hiring.

The Hirer shall leave the facility, including toilets, kitchen areas and approaches in a clean and tidy state and dispose of all rubbish. Furniture and equipment must be left in the position found prior to the hiring or as arranged with LC&LC. Fridges are to be used for the duration of the booking only and no food is to be left in the fridge between bookings. Any food or drink left after the hire period, will be disposed of and the cost for this will be charged to the Hirer.

Where necessary, any extra cleaning costs will be charged to the Hirer.

### 11. Security Services

At our discretion, LC&LC reserves the right to request external security for any hire activities. In all circumstances where security services are required, the cost for such services will be the responsibility of the Hirer.

### 12. Police or CFA attendance

Should Police or CFA attendance be required during the hire period, the Hirer shall be responsible for all expenses in connection with such attendance and must notify LC&LC of the Police or CFA attendance by ringing the after-hours phone number on 0401 685 421.



## Conditions of Hire

### 13. Obstructions

The Hirer shall comply in every respect with regulations under the Health Act, with regard to public buildings in relation to the prevention of overcrowding; obstruction of passages, corridors or any other part of the Facility.  
Any person breaching these regulations will be removed from the Facility.

### 14. Theft

The Hirer will indemnify LC&LC (and, where appropriate CoGG) for the theft or loss of any item from the Facility during the period of hire.

### 15. Restrictions

The Hirer shall not sub-let or permit any part of the Facility to be used other than by the parties authorized under the Room Hire Request.

### 16. Venue equipment

The use by the Hirer of equipment in the Facility is subject to the terms of these Conditions of Hire.

No additional equipment of any kind shall be used by the Hirer in the Facility, unless they have obtained prior written consent from LC&LC.

The installation of any temporary electrical equipment (sound equipment, stage lights etc.), which has been approved by LC&LC, must only be installed by a qualified tradesman approved by LC&LC at the Hirer's cost.

The Hirer is not permitted to make any permanent installation in the Facility whatsoever.

Additionally, any equipment (laptop computers, data projectors etc.) brought into the Facility by the Hirer must be tested and tagged, to comply with current electrical safety standards (AS/NZ 3760:2003).

The physical condition of all electrical appliances and cords must be checked for signs of damage prior to use by the Hirer, and damaged items replaced. Extension leads are not to exceed 25 metres in length.

Smoke machines, pyrotechnics, candles, incense or any other combustibles are not permitted to be used in the Facility under any circumstances.

Whilst LC&LC takes care to ensure that all equipment provided as part of the Hirer's use of the Facility, is in good working order, LC&LC will not be responsible for the replacement of any equipment which cannot be reasonably operated during the hire period. We suggest that Hirers provide their own cables for AV equipment during the hire period.

### 17. General

Any reference in these conditions to any action by LC&LC or CoGG shall include authority for our representatives to act in a similar capacity.

### 18. Non-smoking provisions

The Facility is a smoke free area and accordingly smoking by patrons is not permitted inside the Facility. Smoking is also not permitted within four metres of the entrances of the building.

### 19. Set up/pack up

Hirers are not permitted to access the Facility outside of the approved allocated times detailed in the Room Hire Request.

Hirers will be charged for any additional time they access the Facility, including all security charges arising from any over-stay.



## Conditions of Hire

### 19. Set up/pack up cont.

It is the Hirer's responsibility to set-up and return all equipment, furniture etc. to its original location.

Further, the Hirer is responsible to dispose of all **rubbish** including food scraps and bottles in the bins provided in the Facility. A failure to adhere to this condition will incur full loss of bond.

Any excess rubbish not fitting in the bins provided, is to be removed from the venue and taken away by the Hirer.

### 20. Noise

If in the opinion of LC&LC the Hirer permits any unreasonable level of noise to be emitted from electrically amplified musical equipment, LC&LC may retain any security bond and may refuse any future application to use the Facility by the Hirer.

An 'unreasonable level of noise' is defined as noise which is clearly audible in a habitual room of any adjoining dwelling to the Facility.

Any noise emitted from electrically amplified musical equipment after 11.00 pm shall automatically be deemed to be unreasonable.

Where multiple hirers are using the Facility at any one time, noise should be kept to a reasonable level and respect shown to all parties.

### 21. Permits

#### Food

It is the Hirer's responsibility to determine and obtain any food registration permits applicable to their activity.

#### Performing rights

The Hirer hereby indemnifies CoGG and LC&LC against any claim for breach of copyright.

### 22. Management of the Facility

The Hirer and persons under their direction agree to obey all directions or orders given by LC&LC's staff as to the management of the Facility and activities being conducted therein.

LC&LC and our authorized representative shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the Facility at all times.

### 23. Insurance

All Hirers are required to have their own Public Liability Insurance (PLI) to cover all risks of their use of the Facility during the hire period.

The PLI will be for an amount of not **less than AUD \$20 million**, and will specifically cover the risk of Death or Personal Injury and Loss or Damage to Property; and the policy is to be issued in the name of the Hirer.

A Certificate of Currency of the PLI confirming the level of cover and any exclusion clauses may be requested by LC&LC as part of the application process prior to any hire being approved. LC&LC also reserves the right to request an updated copy of the hirer's Certificate of Currency at any time during a hire period.

As an alternative, Casual Hirers may apply to be covered under LC&LC's 'Casual Hirer's Public Liability Insurance Policy'. The cost for this service will be billed to the Hirer in addition to the usual hire fee.

In this situation, a 'Casual Hirer' is any person or entity who hires the Premises for a 'Permitted Activity'.

A 'Permitted Activity' is defined as either:

1. A one-off activity (such as a meeting); and/or



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### 23. Insurance cont.

2. An activity held by a 'Not-for-Profit' organisation whose primary purpose is to provide a service to the community or an underprivileged or disadvantaged sector of the community which does not have the capacity to generate significant income through the provision of its activities or services.  
**(Provided that the staging of any event by the Casual Hirer referred to in (i) or (ii) does not occur more than six times per year.)**
3. Coverage under the Policy is limited to a period of **five days** commencing from the date the Casual Hirer takes possession of the premises.

**Please note:** A 'Casual Hirer' shall pay the first \$250 of any claim arising out of any one incident. The policy specifically excludes coverage of any sporting activities and amusement rides. All accidents and/or incidents, which may result in a claim being made under this insurance policy, must be reported to LC&LC by the Hirer **within two days of the incident**.

### 24 Indemnity

The Hirer agrees to indemnify and keep indemnified and to hold harmless LC&LC, our servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be bought or made or claimed against it by any of them arising out of or in any way related to the hire of the Facility by the Hirer. LC&LC are not responsible for any theft, loss, damage or injury suffered by the Hirer or any guest or invitee of the Hirer, or any person entering onto the premises during the period of hire, and the hirer further indemnifies LC&LC in respect of all claims for loss, damage or injury caused by any person or property during the period of hire, or as a result of the use by the Hirer of the Facility.

### 25 Hirer's responsibilities

The Hirer agrees:

- That they have made all reasonable enquiries as to the suitability of the Facility for their proposed activity or use, including the equipment provided by LC&LC as part of the hire.
- To collect and return the Facility Access pass.
- To remain at all times on the premises whilst their visitors/patrons are in the Facility.
- To keep the Facility locked when unoccupied.
- To be responsible for the orderly conduct and safety of patrons.
- To supervise their visitors and patrons in the Facility at all times.
- To maintain the Facility in a clean and safe condition throughout the hire period and dispose of all rubbish into the bins provided.
- To adhere to the entry and exit times as stated on the Room Hire Request
- To be responsible for payment of charges by the alarm monitoring company should the Hirer activate an alarm requiring the attendance of the monitoring company.
- To be responsible for administering your own first-aid and provide your own first-aid kit.

### 26 Access Pass Collection

One Access Pass will be available for collection by appointment from the LC&LC Office during office hours.

Casual hirers will be issued with one Access Pass and will be required to pay a bond of \$50; which will be refunded to the Hirer upon return of the pass. The pass must be returned to the LC&LC office on the next business day following the hire period.

The Hirer will be solely responsible for the collection and return of the Access Pass. Caterers will not be given additional passes. It will be the Hirer's responsibility to coordinate their caterer's access to the Facility.



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### 27 Emergency exits and evacuation plan.

The Hirer is responsible for the safety of all guests attending their activity. The Hirer agrees to the following:

- All emergency exit doorways and passageways will be kept clear at all times.
- The Hirer will appoint an Emergency Officer or Warden who will be responsible for familiarising themselves with the emergency exits and be capable of directing patrons as required.
- To read and abide by the emergency evacuation plans located on the walls within the Facility and inform the guests.
- To familiarize themselves with the location of the fire extinguishers within the Facility (instructions for their use are provided on all extinguishers)
- In the event of an evacuation, to ensure that all patrons have been evacuated from the Facility and that the Hirer will meet the fire officers attending in response to a fire-emergency.

### 28 Emergency and after hours contact.

Police: 000

Fire: 000

Ambulance: 000

After hours contact for all booking issues can be made by telephoning LC&LC on 0401 685 421

Please be aware that it is the responsibility of the Hirer to contact LC&LC as soon as possible where an event or issue is adversely impacting on your hire of the Facility.

A failure to contact LC&LC as soon as the Hirer becomes aware of a problem, may affect any subsequent claim for reimbursement of hire charges.

### 29 Breaches

LC&LC reserves the right to expel any person(s) in the Facility or terminate an activity due to any breach or condition of hire and/or misconduct by patrons.

### 30 Privacy

The collection and handling of personal information is carried out in accordance with LC&LC's Privacy Policy.

This policy is available for inspection at or collection from LC&LC's Business Office.

### 31 Third party contractors and Suppliers

It is the Hirer's responsibility to advise LC&LC whenever any third-party contractors are to be engaged to carry out works for your event.

**Under no circumstances** is a Hirer (or any agent representing a Hirer) permitted to drill, nail, affix, attach or erect any structures in the Facility. Where this occurs, the Hirer's bond will be withheld in full.

### 32 Coronavirus pandemic

It is the responsibility of the Hirer to follow and enforce all applicable and current Government pandemic orders and guidelines during their hire of the Facility. LC&LC accepts no responsibility for any breach of the above and will report any known instances to the relevant authorities. Failure to comply will also result in the cancellation of future bookings. LC&LC retains the right to cancel or suspend a booking at any time without penalty following upon any change in government directions or in the interests of public safety.