



## Oakgrove Community Centre (Oakgrove)

### TERMS AND CONDITIONS OF HIRE

Oakgrove Community Centre Inc  
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VICTORIA 3805

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## **1. Hiring the Room**

At least 14 days prior to the hire commencement date, Hirers must:

- Complete and return the Facility Booking Form to OAKGROVE Office.
- Upon confirmation of the booking availability, pay OAKGROVE the Booking Fee, Security Bond and Key Bond as detailed in Sections 3 and 4 of these Terms and Conditions of Hire.

Upon receiving payment, OAKGROVE will confirm the booking with the Hirer via email. No bookings will be made without receipt of the Facility Booking Form.

Tentative Bookings made in advance of the 14 days prior to the hire commencement date, Hirers must:

- Complete and return the Facility Booking Form to OAKGROVE Office.
- Upon confirmation of the booking availability, pay OAKGROVE the Booking Fee detailed in the Venue Hire Fees and Charges Form.

## **2. Hiring of Facilities**

As a managed facility, we are obligated to provide programs that meet the needs of the local community and are inclusive. If demand is identified, resulting in the need to increase OAKGROVE's capacity to deliver services, OAKGROVE may need to alter existing hire agreements with community users. Additionally, Hirers may need to be relocated in the event of building upgrades and/or maintenance.

If this happens, OAKGROVE will provide the Hirer with as much notice as possible, in writing, to vacate the space and will endeavour to find a suitable alternative space to the user.

OAKGROVE may require the use of the facility for festivals and events that provide appeal to the broader community and on occasions may need to cancel some regular bookings. In this instance a minimum of four weeks' notice will be given, and every effort will be made to provide another space to the user.

## **3. Fees and Charges**

The Hirer must comply with the following conditions regarding the fees and charges associated with the hire of the facility:

### **3.1 Casual hire**

A Booking Fee is required at the time of confirmation of booking availability. Full facility hire fees must be paid 14 days prior to the event.

It is the responsibility of the Hirer to ensure any outstanding balance is paid by the due date. If not paid, the booking may be cancelled.

### **3.2 Regular hire**

Regular Hirers will be invoiced at the end of each month or at the end of each School Term, as agreed, via email to the account's contact provided in the Facility Booking Form. The full balance must be paid within 30 days of the issue date as outlined on the invoice.

The hiring fee includes GST and expenses associated with operating the facility during standard business hours such as cleaning and utility costs.

### **3.3 Private Function Hire**

A Booking Fee is required at the time of confirmation of booking availability. Full facility hire fees must be paid 14 days prior to the event.

OAKGROVE reserves the right to increase the Security Bond and/or engage a Security Company, to patrol the premises during Private Function Hire, at an additional cost to the hirer, resulting from OAKGROVE due diligence processes and perceived risk.

It is the responsibility of the Hirer to ensure any outstanding balance is paid by the due date. If not paid, the booking may be cancelled.

OAKGROVE's fees and charges are subject to change and are reviewed annually as of 1 January each year. Where possible, OAKGROVE will provide the Hirer notice of increases to fees and charges.

#### **4. Bond**

OAKGROVE retains the right to request from the Hirer any further monies to be held as a Security Bond by OAKGROVE at any time up until the commencement date. If OAKGROVE requests additional monies, the Hirer must pay such additional monies within 7 days of request.

In the event of damage to the facility, equipment and surrounds, or improper use, OAKGROVE reserve the right to deduct from the Security Bond as per quotation or amounts outlined in OAKGROVE's Schedule of Fees.

##### **4.1 Casual Bond**

Bonds are due 14 days before the function and can be paid in person at OAKGROVE.

Upon successful inspection from staff and the return of any keys the bond will be returned via direct deposit, within 10 working days after receiving authorised bank account details from Hirer.

##### **4.2 Regular Hire Bond**

On confirmation of the proposed regular hire, a bond invoice will be issued and due for payment prior to the agreed commencement date.

Bonds will be held for the duration of the hire period and refunded after the final agreed hire and when all keys have been returned, and all outstanding accounts have been paid.

##### **4.3 Private Function Hire Bond**

Bonds are due 14 days before the function and can be paid in person at OAKGROVE.

Upon successful inspection from staff and the return of any keys, the bond will be returned via direct deposit, within 10 working days after receiving authorised bank account details from Hirer.

#### **5. Outstanding Fees and Charges**

OAKGROVE may terminate the hire at any time during the agreed period of hire if the Hirer has an outstanding balance exceeding 60 days.

#### **6. Key allocation**

For hire outside of business hours a set of keys will be allocated as part of the Facility Booking upon receipt of the Security Bond. Keys are to be collected from OAKGROVE and signed by the contact person listed on the Facility Booking Form.

In any case a Hirer loses their key, OAKGROVE must be informed as soon as possible. The Hirer will be charged for the key.

#### 6.1 Casual keys

Keys can be collected one (1) business day prior to the booking date at the scheduled induction with a staff member. The key must then be returned the following business day.

#### 6.2 Regular keys

One (1) key will be allocated to the account contact as specified in the Facility Booking Form.

In the event the contact person changes, or booking is cancelled the original key holder must return all keys to OAKGROVE within five business days.

Additional keys can be issued to a secondary account contact which will incur an additional Key Bond Fee and the key holder will need to complete an induction with a staff member.

### **7. Hire Amendments**

#### 7.1 Casual Hire

Amendments to the agreed hire will be accepted where possible. Authorised contact must submit the proposed change of date and hours in writing (email) to OAKGROVE at least 14 days prior to the confirmed booking date. Any additional fees incurred due to the change, must be paid within 7 days.

OAKGROVE must then notify the Hirer by means of a written confirmation that the variation of hire is accepted.

#### 7.2 Regular Hire

Amendments to the agreed hire will be accepted where possible. The authorised contact must submit the proposed change of date and hours in writing (email) to OAKGROVE at least 7 days prior to the confirmed booking date. OAKGROVE must then notify the Hirer by means of a written confirmation that the variation of hire is accepted.

### **8. Cancellation**

Cancellations of upcoming bookings must be advised in writing (email) by the account contact to OAKGROVE as per the following conditions:

#### 8.1 Casual Hire cancellation

A minimum of 14 days is required to cancel both individual dates and/or the entire booking. All requests for cancellations must be in writing (email) and sent to OAKGROVE. Any bookings that fall within the 14 days will be charged as normal.

Cancellations with less than 14 days notice will incur a cancellation penalty of 50% of the Hire Fees.

#### 8.2 Regular Hire cancellation

A minimum of 14 days is required to cancel both individual dates and/or the entire booking. All requests for cancellations must be in writing (email) and sent to OAKGROVE. Any bookings that fall within the 14 days will be charged as normal.

### 8.3 Private Function Hire

A minimum of 14 days is required to cancel Private Function Hire. All requests for cancellations must be in writing (email) and sent to OAKGROVE.

Cancellations with less than 14 days notice will incur a cancellation penalty of 50% of the Hire Fees.

## 9. Termination of Hire

### 9.1 Termination of hire as requested by Hirer

The Hirer must pay any outstanding fees and charges and return all keys to OAKGROVE within 5 working days (excluding public holidays) after the expiry date or cancellation of hire. Failure to do so may result in additional fees charged.

Hire termination process:

Hirer must send their expression to terminate hire in writing (email).

### 9.2 Termination of hire by OAKGROVE

OAKGROVE may terminate the hiring of the room by the Hirer at any time if the Hirer:

- Has not paid the hiring fee or the bond as specified in the terms and conditions of this document.
- Has not paid the hiring fee in the manner specified in the booking form; or
- Breaches any of the Hirer's obligations specified in the terms and conditions of this document.
- Breach or continuous breach of Conditions of Entry, e.g. Leaving children unsupervised, bringing in animals that are not permitted, smoking within 10m of the building, disrespectful conduct to staff and other users.
- OAKGROVE may forfeit re-imburement of any monies including the bond, the booking fee and the hiring fee, paid to OAKGROVE by the Hirer.

Hire termination process:

- One verbal warning and one written warning may result in termination of hire;
- Immediate cancellation of hire with no warning will result from any action by the Hirer or visitors connected with that Hirer, which poses an immediate danger to others or significant damage to the building.

## 10. Public Liability Insurance

The Hirer shall, at all times during the agreed term, be the holder of a current Public Liability policy of insurance in respect of the activities specified herein in the name of the Hirer providing coverage for a minimum sum of \$10M (or more). The Public Liability Policy shall be affected with an insurer approved by OAKGROVE.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as approved by OAKGROVE and shall extend to cover OAKGROVE in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.

Community/ not for profit groups without Public Liability Insurance may be eligible to purchase Public Liability Insurance with their booking. This is charged per occasion of hire. Please refer to the OAKGROVE Venue Hire Fees and Charges list for the amount.

Indemnity is not provided to any other services i.e. performers/contractors that may be involved in the hire activity (e.g. a children's entertainer or caterer). Hirers should ensure these other parties have in place their own Public Liability Insurance.

Proof of current Public Liability Insurance must be provided prior to commencement of hire.

#### **11. Release and Indemnity**

The Hirer agrees to indemnify and to keep indemnified, OAKGROVE, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirers performance or purported performance of its obligations under this agreement/ permit and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirers' liability to indemnify OAKGROVE shall be reduced proportionally to the extent that any act or omission of OAKGROVE, its servants or agents, contributed to the loss or liability.

#### **12. Liability of person signing application form**

Where a person signs the booking form on behalf of the Hirer, which is an incorporated body (such as a company or incorporated association) the person signing the application form:

- Warrants that he or she is authorised to sign the application form on behalf of the Hirer; and
- Guarantees that the Hirer will strictly observe and perform its obligations in these conditions; and
- Will pay to OAKGROVE on demand any money for any loss suffered by OAKGROVE due to a breach of these conditions by the Hirer.

#### **13. Change of Details**

The Hirer must ensure that OAKGROVE is notified in writing as soon as possible of any changes to the details contained in the Application for Hire.

If there is a change in contact person as specified on the Facility Booking Form a new Facility Booking Form must be submitted.

#### **14. Victorian Child Safe Standards**

OAKGROVE has zero tolerance of child abuse and is committed to creating and maintaining a child safe and child friendly environment where all children are valued and protected from abuse.

OAKGROVE is committed to creating and maintaining a child safe organisation where protecting children from abuse is embedded in the everyday thinking and practice of OAKGROVE, all employees, contractors, and volunteers.

All organisations in Victoria that provide services or facilities for children are required to comply with Child Safe Standards, to ensure that the safety of children is promoted, child abuse is prevented, and allegations of child abuse are properly responded to.

As a condition of this agreement the Hirer must ensure that it complies with the requirements as set within the Child Wellbeing and Safety Act 2005, Victorian Child Safe Standards\* and Reportable Conduct Scheme\*\*. The Service must immediately notify OAKGROVE where it becomes aware of a breach of the Victorian Child Safe Standards and ensure that all employees

and volunteers who are required to apply for a Working with Children Check's (WWCC) under the Working with Children Act 2005 (Vic)\*\*\* have done so, before working with children at the service/program/facility.

\* For more information on the Victorian Child Safe Standards please consider <http://providers.dhhs.vic.gov.au/child-safe-standards>,

\*\* For more information on the Reportable Conduct Scheme please consider <https://ccyp.vic.gov.au/reportable-conduct-scheme/>

\*\*\* Please refer to the Working with Children Act 2005 to determine the Working with Children Check requirements on your service.

## 15. Use of the Facility

All Hirers must:

- Remain respectful of other users and keep noise to a minimum;
- Clean up after use including washing and returning cups, and cleaning tables and floors; and
- Pack up after use, returning all furniture to store room/original position.

### 15.1 Permitted use

The Hirer must only use the room for the purpose specified in the Facility Booking Form and not use the room for any other purpose unless with written permission from OAKGROVE.

OAKGROVE has the right to refuse or limit access to the facility if the intended use does not support the overall best interests of OAKGROVE and local Casey community.

The Hirer must only use the room specified in the Facility Booking Form and must not access OAKGROVE staff restricted areas. The foyer is a drop-in space to be used during business hours. After hours please be respectful of other users as the space is a transition space between groups. It is not to be used as additional hire space or an extension to hire space.

After hours (outside OAKGROVE Office Hours) Hirers or attendees cannot remain or use indoor shared spaces (kitchen, kitchenette, hallways) beyond the hiring times outlined and agreed upon on booking.

### 15.2 Children

Children under 18 years of age must be accompanied by a guardian at all times and must remain in the room with the Hirer. Children may not be left unsupervised in the foyer whilst their guardian is in a hired room. Repeat occurrences may result in cancellation of all future bookings.

### 15.3 Times of use

- The Hirer must only use the room during the hiring times outlined in the Facility Booking Form. The Hirer must immediately vacate the room outside of the hiring times to allow other people to use the room.
- If the room is used by the Hirer beyond specified agreed times, OAKGROVE will charge additional fees applicable to the Hirer.
- OAKGROVE holds the right to terminate the Hire Agreement and forfeit reimbursement of the bond, if the room is repeatedly used during another Hirer's booking time.
- Arrival and departure times outlined in the Facility Booking Form must include set up and pack up times. OAKGROVE may charge for use of the rooms outside of the agreed



times.

#### 15.4 Number of people in room

The Hirer must not permit the number of people in the room to exceed the maximum number specified in the OAKGROVE Venue Hires Fees and Charges Form. All Hirers must inspect the room prior to agreeing to Terms and Conditions of Hire and ensure the room is suitable for activity type and set-up.

#### 15.5 Arrival and Departure

The Hirer is responsible for opening and closing the room and/ or facility upon entry and exit. Upon departure the Hirer must always ensure that:

- Room/s are in a reasonable and clean condition as they were found;
- Electronic equipment is switched off;
- All other Equipment have been turned off, packed away or removed;
- Furniture is returned to its original location as identified upon entry;
- Doors to their hired rooms are closed;
- Entry doors are locked;
- Alarm is activated; and
- Rubbish is removed.

If there are no OAKGROVE officers in the facility at the time of arrival or departure, the Hirer is responsible for opening and closing the facility. This includes activation or de-activation of the alarm and locking or unlocking the facility.

Facility opening and closing procedures will be provided during the Hirer's induction prior to the booking date.

#### 15.6 Cleaning

The Hirer is responsible for leaving the room in a clean and tidy condition. If such regulations are not met, OAKGROVE will arrange cleaning at their discretion. Charges for any additional cleaning conducted may be invoiced to the Hirer at the end of the invoice period or deducted from the bond.

#### 15.7 Access to the building

If necessary, OAKGROVE will provide the Hirer with a key to ensure the facility is accessible and secure during the agreed period of hire.

#### 15.8 Damage to facility and/or equipment

The Hirer must not cause or permit to be caused, any damage to the facility, existing furniture, fittings and/or equipment belonging to OAKGROVE and/ or other users of the facility.

#### 15.9 Compliance with laws

The Hirer must comply with all laws in connection with the room and the Hirer's use of the room.

#### 15.10 Nuisance

The Hirer must not do or allow to be done, anything in connection with the use of the facility under agreement or otherwise which is or is liable to be in the opinion of OAKGROVE, noxious

or injurious to a person's health, personal comfort, or the general amenity of the neighbourhood in which the activity is occurring.

#### 15.11 Signs and notices

The Hirer must not erect any signs or notices in the interior or exterior of the facility without OAKGROVE's prior written consent.

#### 15.12 Heavy equipment and flammable substances

The Hirer must not bring any heavy equipment or flammable substances into the room without OAKGROVE's prior written consent.

#### 15.13 Illegal activities

The Hirer must not permit any illegal activities in the room.

#### 15.14 Alcohol

The Hirer may be required to obtain a Liquor License to bring, sell, distribute, or consume any alcohol at OAKGROVE. Any alcohol found onsite without approval will result in a forfeit of the bond. Please contact OAKGROVE prior to discuss your requirements.

#### 15.15 No smoking

The Hirer must not allow any persons to smoke in or around the facility. Smoking is not permitted within ten (10) meters of an entrance to the facility.

#### 15.16 Animals

The Hirer must not allow any animals to be brought into the facility without the OAKGROVE's prior written consent (authorised assistance animals excepted).

#### 15.17 Equipment

Facilities are equipped to cater for the maximum capacity as outlined in the OAKGROVE Venue Hire Fees and Charges Form. Requests for additional equipment such as chairs, tables, audio visual equipment or specialised equipment will be considered by OAKGROVE on a case-by-case basis. Hirers are not permitted to bring equipment into the facility without OAKGROVE's prior written consent.

#### 15.18 Storage

There is limited storage available at OAKGROVE which may be allocated on an equitable basis between Hirers on a weekly charge basis as detailed in the OAKGROVE Venue Hire Fees and Charges Form. The weekly charge is for the duration of the hire period irrespective of usage of the venue by the Hirer.

OAKGROVE is not responsible for any loss or damage to Hirers property.

It is the responsibility of the Hirer to ensure that both the Hirer and all participants of their group using the facility are aware of these regulations and adhere to them;

- Hirers must not use stored equipment belonging to others;
- The Hirer must not permanently mark or label storage areas or shelves, build temporary or permanent storage areas or use personal locks on storage areas. Charges may apply to the Hirer if cleaning or maintenance is required to be undertaken in the event of misuse in the storage area.

#### 15.19 Theft

Neither OAKGROVE nor its' staff shall be liable for any loss or damage sustained by the Hirer, and the Hirer agrees to indemnify OAKGROVE against any such actions.

#### 15.20 OAKGROVE directions

The Hirer must comply with all requirements of OAKGROVE and all directions given by OAKGROVE representatives.

#### 15.21 Noise disturbance

The Hirer must comply with all Environmental Protection Agency (EPA) prohibited times for noise and noise related legislation.

Loud music, musical instruments, electric audio goods, or public address systems must be turned off by:

- Monday to Thursday before 7 am or after 10 pm.
- Friday before 7 am or after 11 pm.
- Saturday and public holidays before 9 am or after 11 pm.
- Sunday before 9 am or after 10 pm.

In addition, noise must not impact on surrounding properties or be unreasonable at any time with respect to its intensity, duration, frequency, or other factors as determined by OAKGROVE.

The Hirer and any persons connected to the use of the facility must comply with any directions to cease or abate noise made by OAKGROVE staff or members of Victoria Police.

#### 15.22 Food Handling

The Hirer must not allow or cause to be allowed any food to be sold or handled for the purposes of sale without holding a current Food Act (1984) Registration Certificate, irrespective of whether the activity concerned is of a commercial, charitable or community nature or whether it involves the handling or sale of food on one occasion only.

OAKGROVE to the extent permitted by law accepts no responsibility, direct, indirect, or otherwise for any liabilities under statute or common law for the sale or provision of food items from facilities.

Further information concerning the provision of food and matters of food safety may be obtained from the City of Casey Environmental Health Unit on (03) 9705 5200.

#### 15.23 COVID 19 Requirements

The hirer agrees to be the appointed Covid Marshall and is responsible for abiding by the following Covid related requirements:

- a) Ensure all attendees aged 18+ provide proof of their full Covid vaccination status which is the **responsibility of the hirer to enforce, failure to do so will result in a full loss of bond**
- b) OAKGROVE reserve the right to have a COVID19 Safety marshal attend your hire/function to ensure all COVID requirements are being met. Should there be a failure of these mandatory requirements, OAKGROVE reserve the right to cancel your booking immediately.
- c) For Department of Health & Human Services reporting requirements, you will be required to scan the QR code for each person in attendance. These will be prominently displayed in the venue.

Should this fail please email [manager@oakgrovecc.org.au](mailto:manager@oakgrovecc.org.au) with lists. Failure to do so will result in a \$250.00 loss of bond.

- d) Ensure all attendees sanitise their hands when entering the premises
- e) Ensure attendees do not attend if they are ill or showing any symptoms of illness or should be self-isolating.

## **16. Security**

The Hirer must not do anything in connection with the facility which may cause a security issue or unnecessary alarm. Callouts by the security company/ fire safety specialist/ the fire brigade (CFA) deemed unnecessary may be charged to the Hirer.

## **17. Emergencies**

The Hirer is responsible for familiarising themselves with and following OAKGROVE's emergency and evacuation procedures for the facility.

In the case of an imminent threat, and/ or upon notification from Emergency Services or OAKGROVE Management, the Warden is responsible for the management of the evacuation or lockdown of the facility.

The Hirer is responsible for the management or lockdown of the facility at their discretion when OAKGROVE staff are not present.

The Hirer is responsible for the safety of all members and visitors in the facility for the purpose of their hire and for always having appropriate insurance in place (refer to Section 10 and 11 of these Terms and Conditions of Hire).

In the event of an emergency, OAKGROVE may terminate the hiring of the room immediately. Any monies paid by the Hirer to the OAKGROVE may be forfeited by the OAKGROVE where the termination of the hire resulted from an act or omission of the Hirer or the Hirer's agents, contractors, or invitees.

It is the Hirer's responsibility to provide for First Aid coverage and bring their own First Aid Kit when attending OAKGROVE.

## **18. OAKGROVE's right of entry**

OAKGROVE may enter the room at any time and remain in the room for the purpose of supervising the functions or activities conducted by the Hirer.

OAKGROVE has free access to all rooms, cupboards or storage space(s) at any time as required.

## **19. Disputes**

In the event of any dispute or difference arising to the interpretation of these conditions, or of any matter contained therein the decision of OAKGROVE Manager or their nominated representative thereon shall be final and conclusive.

## **20. Definitions**

In these conditions, the following words have the meanings set out below:

**Facility Booking Form** means the application form to hire at the facility.

**Commencement date** means the commencement date specified upon confirmation of booking.

**OAKGROVE** means Oakgrove Community Centre.

**Hirer** means the Hirer specified in the application form and where it is consistent with the context includes the Hirer's employees, agents, invitees & persons the Hirer allows in the room.

**Hiring fee** means the hiring fee specified in the "Venue Hire Fees and Charges Form" document.

**Hiring times** means the times specified in the Facility Booking Form during which the Hirer is permitted to use the room.

**Bond** means the Security Deposit specified in "Venue Hire Fees and Charges Form".

**Term of hire** means the term from the commencement date to the expiry date.

**Terms and conditions** mean these terms and conditions applicable to the Facility Booking Form.