

## Bookings

Applications for groups or individuals to hire rooms at the Kurrabee Myaring Community Centre and Torquay Childrens Hub are required to be approved by council. Bookings are confirmed by email when a completed application form, Public Liability Insurance and swipe card or key bond form has been received and approval has been granted. In addition to the above a casual booking is only considered confirmed once payment for hire has been made. Tentative bookings are not accepted.

## Cancellation/changes of bookings

- Hirers are required to give two weeks' notice in writing for any cancellations or changes to bookings. Fees will be incurred during the 2 week notice period.
- Consideration will be given in exceptional circumstances when less notice is given at the discretion of Council.
- Council is able to cancel a hire and return the hire fees if the hirer's intended use changes and is not consistent with the agreed usage of the Centre.
- Council reserves the right to expel people for misconduct and cancel the booking due to a breach of conditions of hire.
- Council reserves the right to cancel a hirer's booking if payment of fees is not made within the terms specified (see Fees).
- It is at the discretion of Council to suspend or cancel any hire agreement with written notice.

## Catering

Catering for food is the sole responsibility of the hirer. Some equipment such as crockery and cutlery may be available for use and must be returned to the designated kitchen cupboards after the function in a clean condition.

## Child Safe Standards

Surf Coast Shire is a child safe organisation, and the wellbeing of children and young people will always be our priority. If you are an organisation that provides services / programs to children and young people, you must understand your obligations under the [Child Wellbeing and Safety Act 2005](#) and the [Child Safe Standards](#).

## Cleaning

Hirers must ensure the facility is thoroughly cleaned after use, including community rooms, kitchen, toilets and foyer. General cleaning equipment is supplied.

## Damage

Damage to floors, walls or any other part of the building or any fitting or furniture must be reported by the hirer within 24 hours and the cost of repairs will be borne by the hirer. You may not use any tape to fix decorations to walls.

## Disputes

Disputes arising out of the interpretation of these conditions or any other matter related to the hiring of the facility will be settled by the delegated council officer appointed for that facility.

## Emergency after hour's number

In the event of an emergency, it is the hirer's responsibility to evacuate the centre when necessary and to contact the relevant emergency services and also notify Council as soon as possible.

For after hours' emergencies or to report plumbing/electrical faults or vandalism please contact Surf Coast Shire after hours' staff on **(03) 5261 0600**.

## Fees

Casual hirers must pay the full hire fees as invoiced to secure booking. Regular hirers will be invoiced monthly in arrears and must make full payment within 30 days.

A bond of \$300.00 is payable for hiring which occurs outside of the centre's office hours to cover any additional cleaning, loss of keys/swipe card and/or damage to facility/equipment and overstaying the agreed hire time. This is fully refundable when keys/swipe cards are returned at the conclusion of the hire and conditions of hire have been met. A valid credit card and photo ID are required.

## First Aid

The first aid kit is located in the kitchen. Ice packs are in the freezer. Please advise staff if any items are used from the kit for re-stocking purposes.

## Hirer responsibility

- Hirers must adhere to the hire times as stated in the hire agreement form and not access the centre before or after such times.
- Hirers must be present during the agreed hire time.
- Hirers must ensure the centre is left secure and alarmed at the end of their hire.
- The hirer is responsible for the setting up and packing up of rooms.
- Hirers must be mindful that the centre is a shared space and keep noise to a minimum.
- The Hirer must request permission to use any electrical equipment other than that supplied by the centre. Any equipment brought into the centre must be 'tested and tagged'. ie music players, laptops, etc.

## Indemnity

Council is not responsible for any theft, loss, damage or injury suffered by the hirer or any guest or invitee of the hirer, or any person coming on the premises during the period of the hire, and the hirer indemnifies Council 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 premises.

Council should be notified by email of any potential claims as soon as possible after the event on [info@surfcoast.vic.gov.au](mailto:info@surfcoast.vic.gov.au).

## Inductions

All hirers must attend a centre induction prior to the hire commencing. At this time keys or swipe cards will be issued for after hour's hire.

## Insurance

Hirers are responsible for providing public liability insurance cover as required by Council.

Council's Community Liability Pack is available to casual, ad-hoc and regular hirers of Council owned or controlled facilities where the hirer does not have their own public liability insurance. Conditions apply – refer to the information in the [FAQ Public Liability for Hirers](#) document.

## Keys/swipe cards

Keys/swipe card can only be picked up one business day prior to the hire date during the centre induction and must be returned on the following business day. The key or swipe card will only be issued to the hirer listed on the hire agreement form and remains their responsibility until they are returned to the centre on the next business day.

Failure to attend the induction at the pre-organised time will result in hire being terminated with no refund given.

## Obstruction

The hirer shall comply in every respect with regulations under the Health Act with regard to public buildings for the prevention of over-crowding, obstruction of gangways, passages, corridors, stairs or any other part of the building. The capacity for each facility can be provided upon request.

## Restrictions

- As the centre is an alcohol free building, no alcohol can be consumed inside the centre or in the grounds of the centre.
- Smoking is prohibited in the building and its grounds.
- The centre is not hired for birthday parties, weddings or similar events.
- No candles, naked flames, incense, smoke machines or fireworks are allowed within the centre or its grounds.

## Sub-letting

Sub-letting is not permitted under any circumstances.

## Theft or losses

Council shall not be liable for any thefts or losses incurred by the hirer, his agents or staff during occupancy or for any equipment remaining on the premises after occupancy.