



**Macedon
Ranges**
Shire Council

Manna Gum Family and Children's Centre Conditions of Hire



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Application for Room Hire Manna Gum Family and Children’s Centre..13

Definitions

In these conditions, unless inconsistent with the text or the subject matter, the following definitions will apply;-

- “Facility” shall mean; Multipurpose Community Room
- “Multipurpose Community Room” means the purpose built space within the Manna Gum Family and Children’s Centre or the area that has been identified in the hire contract as the area to be hired. The space can be hired as one large area or can be split into two separate spaces.
- “Hirer” is the person, partnership, organisation or corporation entering into the Contract of Hire with Macedon Ranges Shire Council being a trading name of Macedon Ranges Shire Council for the Facility.
- “Council” means the Macedon Ranges Shire Council or its identified representative.
- “Internal booking” means Services or groups based and operating out of the Manna Gum Family and Children’s Centre and Macedon Ranges Shire Council group services/activities.
- “Team Leader” means the Early Years Services Member appointed by the Council in respect of the management of the facility. Team Leader is someone who provides guidance, instruction, direction and leadership to a group or individual.
- “Not for profit” means an organisation that does not operate for the profit, personal gain or other benefit of particular people.
- “Manager” means the officer appointed by Council in respect to the responsibility for the management and strategic direction of the space to be hired, and/or any person acting in the role of the Manager to replace the Manager during periods of absence.
- “Coordinator Early Years Services” means the officer appointed by Council responsible for the operational and strategic direction, staffing, policy and processes of all Early Years Services.
- “Coordinator Maternal and Child Health Services” means the officer appointed by Council responsible for the operational and strategic direction, staffing, policy and processes of all Maternal and Child Health Services.
- “Services” means the performance of any duties or work for another helpful or professional activity.
- “Groups” individuals who assemble for the same purpose or goal.
- “Service providers” means an organisation operating a service in the Early Childhood sector.
- “Stakeholders” refers to a person, group or organization that has interest or concern in an organisation.
- “Events” refers to a planned activity.
- “Activities” means the condition in which things are happening or being done.
- “Business” means an organisation or economic system where goods and services are exchanged for one another or for money.
- “Profit” refers to a financial benefit.
- “Charge” means costs to be paid by the hirer.
- “Shelter” refers to the community board area at the front of the facility.

Description of multipurpose community rooms

There are two rooms that can be hired individually or joined together as one large area. The Yarra Gum Room and Snow Gum Rooms can be hired together as one large area. Capacity will be assessed subject to building occupancy limits for desired session time.

Eligibility

All bookings need to meet the following requirement:

“Activities need to have a focus on families and children in the shire”.

Fees and charges

The Schedule of Fees for the hire of the Multipurpose Community Room may be altered by Council without prior notice. **Regular Hirers can only book rooms in advance for the duration of a kindergarten/school term at a time.** Regular Hirers will be given 28 days written notice of any change to hire fees and charges. Upon completion of the 28 day period the new fees and charges will become effective, regardless of any prior hire cost agreements. Minimum hire is 1 hour and any charges thereafter at 30 minute intervals.

Hire is subject to CPI rises each financial year (1st July), pending Council approval.

Any requests for room hire fee exemptions need to be approved by the Manager Children, Youth and Families.

Manna Gum Family and Children’s Centre meeting room hire rates fall into the following categories:

| Category | Rooms | Hourly Rate (GST inc) | Daily Rate (GST inc) |
|---------------------------------------|----------------|-----------------------|----------------------|
| Not for profit | Single Room | \$21.14 | \$119.70 |
| Not for profit | Combined rooms | \$33.95 | \$182.00 |
| Commercial | Single Room | \$30.20 | \$171.00 |
| Commercial | Combined rooms | \$48.50 | \$260.00 |
| Internal bookings | | No cost | |
| Community Hirers’ Liability Insurance | | | \$20.00 |

- Minimum hire is 1 hour and any charges thereafter at 30 minute intervals
- Capacity is subject to building occupancy limits for desired session time.
- For regular bookings please submit a booking enquiry and the application will be considered and the fees to license the space would be negotiable.

Booking process

Confirmation of booking

A booking shall only be confirmed upon the completion of the Hire Application form, inclusion of all required documents in the checklist, any additional documentation requested and payment of the invoice generated after this form has been submitted to Council.

The onus to provide this information and payment is on the Hirer.

The Team Leader, Early Years Services reserves the right to cancel the booking if signed Hire forms and relevant payments have not been made promptly.

Payment of hire fees

Payment is required prior to the hire date.

Council's trading terms are strictly thirty (30) days. Any fees and charges which remain unpaid will be collected in accordance with Council's Debt Management policy. Any variations to accounts or hire must be raised with council no later than 28 days after use or no variation will be made by Council.

Accounts which have been referred to Councils nominated debt collection agency will result in the cancellation of any further hires confirmed with the Hirer until the outstanding debt is finalised.

Facility induction

The Hirer is expected to attend a User Group Induction session with a MRSC representative upon initial booking. Document D16-15535, *Manna Gum Family and Children's Centre Procedure and Induction* will provide the Induction template (p.23) and information. Failure to attend a facility induction appointment prior to an initial hire may result in the hire being cancelled.

Conditions of hire

Public liability insurance

All hirers must have \$20 million Public Liability Insurance for the duration of the hire period.

The hirer is wholly responsible for ensuring that any and all commercial contractors, including caterers and performers, hold current public and products liability insurance. Purchase of Council insurance does not extend to third parties.

The Hirer shall not do, or neglect to do so, or permit to be done, or left undone anything which will affect the Council's insurance policy or policies relative to the fire and public risk in connection with the Facility and the Hirer agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.

Community Users and Not for Profit Organisations who do not hold public liability insurance MAY be eligible to obtain cover under Macedon Ranges Shire Council's Hirer's Liability insurance. See below

Community Hirers' Liability Insurance

We require all users/hirers of Council facilities to hold public liability insurance, but we recognise that the costs can be beyond the reach of some smaller community organisations and individual users. To assist community groups, individuals and not-for-profit groups, Council purchases an annual policy which can be used to cover small events on council property or in council buildings.

Please see above under 'Fees and charges' for cost of liability insurance.

Evidence of a hire agreement must be in place for cover to apply. **Cover cannot be provided to any business or profit making organisation.** Cover can be provided to a single user for a maximum of 52 hires per annum.

All request for cover should be referred to the Risk Management Unit for review to ensure that the event / activity and organiser fall within the terms of cover offered.

Emergency procedures

The Hirer is to provide adequate numbers of volunteer or paid individuals so as to satisfy the emergency procedures. Please ensure that you have read and understood the emergency procedures for this site.

Operating hours

Operating hours will be from 8.30am to 5pm weekdays.

Hire users may use the facility outside of hours, from 7am to 11pm.

Opening and closing the centre

Business hours – Macedon Ranges Shire Council employee is responsible for disarming the building upon entry and the final person on the premises is responsible for setting the automatic doors to lock and alarming the building upon exit.

Before 8.30am and after 5pm the automatic doors can be set to lock to ensure the safety of any employees still in the building. It is an expectation that if you unlock a door (with swipe card) you lock the door behind you or after the particular activity has finished in this area.

After hours – Hirers can only access the hallway to the Yarra Gum/Snow Gum rooms after hours and must ensure the facility is locked on departure. All groups/staff using the facility will be inducted and therefore have an understanding of opening/closing procedure.

The Hirer is solely responsible for ensuring facilities are secured, any issue relating to the inability to secure a building must be reported to the Team Leader, Early Years Services or Councils after hours service prior to leaving the facility.

Any damages incurred by Council due to Hirers not securing buildings appropriately will result in the Hirer accepting liability for all costs.

Limit of hire

The Hirer shall only be entitled to the use of the particular part(s) of the Facility hired, and shall vacate the Facility punctually at the time specified. The Team Leader, Early Years Services reserves the right to let any other portion of the facility for any other purpose at the same time.

Failure to adhere to agreed access times will incur additional charges.

Free access

Any employee that Council may appoint, shall at all times, be entitled to free access to any and every part of the Facility for business related purposes.

Sub-letting

No portion of the Facility hired shall be sub-let or any tenancy transferred or assigned without prior written consent of the Team Leader, Early Years Services.

Refusal/cancellation to hire

It shall be at the discretion of Council to refuse to let the Facility in any instance and Council shall have full power, if it sees fit, to cancel existing Hires and direct the return of the hire fees.

The Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of the cancellation of the hire.

Cancellation of bookings by hirer

In the event of the cancellation of a confirmed hire by the Hirer for any reason, notice of such cancellation must be received by the Team Leader, Early Years Services at least one (1) week in advance.

Cancellation of a hire by a Hirer less than one (1) week from the date of confirmed hire shall be subject to full payment by the Hirer of all charges owing.

Set up and pack up of hired room

Hirers are responsible for setting up and packing up of their hired space as described on the booking form. E.g. setting up tables, chairs, refreshment area etc.

Hirers are expected clean and tidy their hired space after each use. This includes vacuuming/sweeping, removal of rubbish, removal of any food from the fridge, cleaning of hard surfaces where applicable. Failure to do so will result in further charges as required.

Seating

The Hirer may vary the arrangement of the seats in any area provided that they are arranged in a manner that does not reduce access to emergency exits in any way, and that the seats are returned at the end of the hire.

Technical display equipment

The Yarra Gum room hire includes the use of an Audio Visual Screen- the hirer's laptop or device can be connected through a HDMI cable.

The use of communication equipment must be within the Macedon Ranges Shire Council ICT Acceptable Use Policy.

WIFI access

Hirers and presenters can access the Macedon Ranges Shire Council Guest Wi-Fi while in the building.

MRSC-Guest

wpa2 (Security)

Jdke8o3f6g4 (password)

The use of MRSC Wi-Fi must be within the Macedon Ranges Shire Council ICT Acceptable Use Policy.

Access pass

Swipe card access will be provided, and found in a key safe on the pole adjacent to the front door. Upon exit and alarming the building the hirer must return the swipe card to the key safe.

If the swipe cards are not replaced at the end of the Hire session, the hirer will be liable for the cost of a replacement card being \$25.

Noise restrictions

Be aware of the nature of the services that are taking places whilst in the building. Licensed children services will be operating in both the external and internal spaces five days a week. Maternal and Child Health appointments, open sessions and mothers groups will regularly use the consultative rooms, multipurpose community room and foyer. Whilst these rooms are in use, please consider privacy and noise level at all times. For information about hours that residential noise restrictions are enforced see; <http://www.mrsc.vic.gov.au/About-Council/Laws-Regulations/Noise#section-2>

Storage of equipment

The Hirer/s shall remove from the Facility all property, scenery, goods and effects of the Hirer/s within a maximum of 24 hours after each hire or use unless written permission has been provided to store small items at the Facility.

Failure to vacate small items from the Facility within a reasonable time as determined by the Team Leader, Early Years Services shall result in an additional Hire Fee charge.

Electrical equipment

All electrical equipment and/or leads brought into the Facility which are designed to be connected to the domestic electricity supply must display a current ground leakage test tag indicating it has been tested and tagged by a qualified person. Any equipment with an expired or incomplete tag or remains untested prior to the event will not be permitted and removed from the premises.

Security staff

The hirer may be required to engage licenced security staff at the hirer's expense as deemed appropriate by the Team Leader, Early Years Services. If security staff are required, a copy of the security licence must be provided at least 48 hours prior to the event.

The Hirer shall, when so directed by the Team Leader, Early Years Services, arrange for police attendance and/or regular patrols to take place in the vicinity of the facility.

First aid

There are First Aid kits on site but for a large event Hirers shall provide their own First Aid kit and ensure there is a Level 2 First Aid trained representative present during hire times.

Accident and incident reporting

It is the responsibility of the Hirer to notify the Team Leader, Early Years Services of any accident and/or incident as soon as practicable and not more than 24 hours after the event has occurred. Information relating to the accident and/or incident will be sought by Council and this information is required to be provided. Any personal information sought by Council will be dealt with in accordance with the Macedon Ranges Shire Council Privacy Policy.

Smoking

All Council facilities are smoke free environments. Smoking is not permitted inside the Facility or within 10 metres of any entrance to the Facility.

Ingress and egress

The Hirer shall comply in every respect with the regulations relating to public buildings and overcrowding and obstruction to passages, corridors, ramps or any other part of the Facility. Any person causing an offence against such regulations shall be removed from the Facility and any article causing such an obstruction shall also be removed.

The Hirer shall maintain clear and useable, without hindrance, all exits and entrances provided in the Facility.

Damage

The floor, walls or any other part of the Facility or any curtains, fittings or furniture shall not be broken, pierced by nails or screws or any such matter, or in any other way damaged. No notices, signs, advertisements, scenery, fittings or decorations of any kind shall be erected in the Facility or affixed to the doors, walls, external signage box and walls, doors or any part of the Facility, curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Team Leader, Early Years Services.

The Hirer shall be responsible for costs incurred by Council to make good any damage.

Theft

Neither the Council nor its staff shall be liable for any loss or damage sustained by the Hirer or any persons, firms, incorporated bodies or corporations entrusting to or supplying any article or thing to the Hirer by reason of such articles or things being lost, damaged or stolen. The Hirer hereby indemnifies the Council and/or its agents against any claim by any such person, firm or corporation in respect of such article or thing.

Disorderly behaviour

No obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the Facility and the Team Leader, Early Years Services, reserves the right to refuse admission or remove any person at their discretion or to call for police attendance.

Catering

The Council allows Hirers to provide their own catering. The kitchen in the facility is not available to hire for food preparation and production.

Council will not be held liable for the failure of any Hirer to meet minimum food safety standards.

Alcohol

No alcohol or individuals affected by alcohol or any other substance are permitted within MRSC Early Years facilities. All MRSC staff reserve the right to refuse entry to any individuals they believe may be affected by any substance.

Performing rights

The Hirer shall not produce or perform or permit to be produced or performed any works in infringement of the copyright or performing rights of any owner of such right(s), and the Hirer hereby indemnifies Council against any claim for breach of copyright.

Subject of entertainment

The Team Leader, Early Years Services may require the Hirer to submit for approval the subject and program for any activity prior to a hire being confirmed. At the Team Leaders discretion the subject of entertainment may be deemed inappropriate and as such, the hire will not be confirmed unless action is taken by the Hirer to make appropriate changes.

Liability

Council shall not be responsible for or incur any liability in respect of any loss occasioned to the Hirer through accident of any kind or failure of the electrical, mechanical, gas or any other plant or facilities or other cases.

Indemnity

The Hirer agrees to indemnify, and keep indemnified, and to hold harmless the Macedon Ranges Shire Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

Acts and regulations

The Hirer shall conform to the requirements of any act, law, by-law, regulation, certification, statutory ruling and/or determination by local/state/commonwealth governing body which relates to the hire and/or any activities that may be undertaken during the period of the hire by any participant involved in the Hirer's activity.

Disputes

In the event of any dispute or difference arising as to the interpretation of these Conditions of Hire, or of any matter or thing contained therein the decision of the Manager, Community Services shall be final.

Hirer supervision

Under no circumstances should children be allowed into the facility without adult supervision, especially prior to booked hire usage. Council takes no responsibility for any person/s accessing the facility prior to a hirer's usage.

Contacts

In the event of an emergency or urgent enquiry, please call Macedon Ranges Shire Council's After Hours response service – 1300 656 577.

Hirers must dial 000 in the case of an emergency and follow the prompts for connection to the appropriate service/s.

Application for Room Hire

Manna Gum Family and Children's Centre

This form is to be completed by new and existing hirers seeking to use one of MRSC multipurpose community rooms at Manna Gum Family and Children's Centre. If the proposed Hirer is an incorporated body, association or not-for-profit group, the application for hire must be made by the President, Secretary or Treasurer of that group.

| 1. Details of group / club / association / organisation: | | | |
|--|--|--|-----------|
| Organisation / Group Name | | | ABN / ACN |
| | | | |
| Address (please do not use Council facility address) | | | Postcode |
| | | | |
| Contact Person | | | |
| Contact Position | | | |
| Contact Phone | Work | | Mobile |
| | | | |
| E-mail | | | Website |
| Room/s to hire | <input type="checkbox"/> Snow Gum Room <input type="checkbox"/> Yarra Gum Room <input type="checkbox"/> Both rooms opened into one | | |

| 2. Insurance and business details: (please provide copy of relevant documentation if you tick yes) | | |
|---|------------------------------|-----------------------------|
| Does your group have minimum \$20 million public liability insurance? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does your group / organisation have a license to operate a children's service / program* (if applicable)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do your staff / volunteers have a Working with Children Check Cards ⁺ (if applicable)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does your organisation comply with Victoria's Child Safe Standards? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

*Please refer to the *Children's Services Act 1996* to determine if you are required to have a license to operate a children's service / program.

*Please refer to the *Working with Children Act 2005* to determine if you are required to have a Working with Children Card.
 # Please refer to <http://www.dhs.vic.gov.au/about-the-department/documents-and-resources/policies,-guidelines-and-legislation/child-safe-standards-resources>

3. Description of activity: (for commercial groups, please list as in business registration)

| |
|--|
| |
| |

4. If currently operating, where from and how often:

| |
|--|
| |
|--|

5. Outline your reason for seeking access to a community facility?

| |
|--|
| |
|--|

6. Which category best describes your group? (please tick one)

| | |
|--|--|
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Not for Profit |
|--|--|

7. Preferred usage requirements:

| Days | Start Time | End Time | Other Details | Hours |
|-----------------------------|------------|----------|---------------|-------|
| Monday | | | | |
| Tuesday | | | | |
| Wednesday | | | | |
| Thursday | | | | |
| Friday | | | | |
| Saturday | | | | |
| Sunday | | | | |
| Total hours per week | | | | |

8. Preferred start date: (please allow minimum 4 weeks processing time)

| |
|--|
| |
|--|

9. Do you have any additional comments for consideration to support your application?

| |
|--|
| |
|--|

Tick boxes to ensure that you have included all required information:

- Completed dates (**mandatory**)
- Copy of current public liability insurance of minimum \$20 million (**mandatory**)
- Certificate of incorporation (if applicable)
- Copies of relevant licenses / accreditation / Working With Children Checks (if applicable)

Thank you for completing the application for room use.

Applications will only be considered when all relevant supporting documentation has been provided.

Applications can be scanned and emailed to: **eyprogramsupport@mrsc.vic.gov.au**