

Business Facility Hire - Information and Conditions of Hire



Yarrunga Community Centre

76-86 Croydon Hills Drive, Croydon Hills VIC 3136

Phone: (03) 9722 8942 | info@yarrunga.org.au | www.yarrunga.org.au

Opening Hours: Monday to Thursday 9am-4pm and Friday 9am-3pm

ABN 62 340 040 053 | Incorporated Association No. A0036088A



DOCUMENT CHECKLIST

Please ensure that you have made an appointment to view the rooms

Application for Hire	Please return with your \$60.00 deposit to secure your booking date
Business Facility Hire: Information and Conditions of Hire	Please keep for your records
Certificate of Currency – Public Liability Insurance	To be provided before Hire commences
How to enter and leave Yarrunga Community Centre	Please keep for your records
Facility Hire Induction Checklist for Hirers	To be completed prior to hire date
After Hire Checklist	To be completed and returned after the hire
Request for Payment Form	To be completed and returned after the hire for bond repayment

**If you have any questions, please phone the Office between
9:00am & 4:00pm Monday to Thursday and 9:00am to 3:00pm Friday
(03) 9722 8942**

info@yarrunga.org.au

www.yarrunga.org.au

HIRING TIMES

Please ensure that all hire times are inclusive of set up, pack up and cleaning, including Covid cleaning if applicable

Rooms 1, 2 or 3 or a combination – *minimum 2hr. hire*

Rooms 1, 2 and 3 are hired out together on the weekends. Kitchen access is available. Hourly rates will apply outside the minimum hire time.

Hall – *minimum 2 hr. hire*

The Hall is situated at the far end of the Centre. Kitchen access is available. Hourly rates will apply outside the minimum hire time.

Art Studio – *minimum 2 hr. hire*

The Art Studio is situated at the far end of the centre. Kitchen access is available. Hourly rates will apply outside the minimum hire time.

Early Learning Centre – *minimum 2 hr. hire*

The Early Learning Centre is situated at the front of the building and has access to a secure playground space. Kitchen access is available. Hourly rates will apply outside the minimum hire time

ADDITIONAL HIRING FEES

Insurance – Business and large organisations must provide a public liability insurance certificate of currency.

Bond - \$300.00

Bond is required for hires that occur out of business hours. Bond will be refunded to the Hirer, less any amounts deducted by the Centre for damage, failing to comply with security requirements or extra cleaning required (see conditions of hire). The total amount of the bond will be forfeited if not claimed within (1) one year of the hire date.

The Hirer agrees to pay the Centre for any surplus costs not covered by bond, incurred to the Centre as a result of any breaches to hire agreement.

Please allow three weeks for the return of bond.

Booking Deposit - \$60.00 or cost of hire whichever is the lesser value

A non-refundable deposit is payable to secure your booking date. This is payable upon return of the completed hire agreement form and will be deducted from the final hiring charge.

Final Payment

The balance of the hiring fee, payment for insurance and the bond are payable at least fourteen (14) days prior to the hire date. We accept payments by cash, EFTPOS, credit card.

Weekday Hire

Weekday hire is available for **a minimum of 2 hours per hire.**

All hire fees are inclusive of a non-refundable deposit up to a maximum of \$60.

EXTRA INFORMATION

- Maximum of 70 guests in Rooms 1, 2 and 3
- Maximum of 100 guests in the Hall
- Maximum of 50 Guests in the Early learning Centre (Note: services operating as Childcare or Kindergarten will be restricted by licencing numbers)
- **Numbers of guests will be reduced if tables are in use**
- Access to 1 oven only due to power incapacities – **IF YOU USE MORE THAN ONE, POWER WILL BE CUT AND YOUR HIRE MAY BE IMPACTED. WE WILL NOT ATTEND IF YOU TRIGGER A POWER OUTAGE**
- Only the service of cold food, or food heated in the oven is permitted. **NO USE OF ELECTRIC FRY PANS, DEEP FRYERS, AIR FRYERS OR WOKS ARE PERMITTED**
- Tables and chairs available
- You must include your set-up, pack-up and cleaning time in your hire time, including Covid cleaning if required
- Our rooms feature heating and air conditioning. Please remember to turn off on completion of each hire.
- Crockery, cutlery, glasses, oven trays and tea towels are **not** provided by the Centre
- Tea and coffee supplies are **not** provided
- We accept payment by cash, EFTPOS and credit card.
- Smoking and the use of e-cigarette products is not permitted within Yarrunga Community Centre or in close proximity to centre entrances or childcare space of the building in accordance with the Tobacco Act 1987 and the Tobacco Regulations 2017. Any person smoking within your hire must be at least 4 metres away at all times. Smoking is not permitted within 6 metres of the childcare centre.

CONDITIONS OF HIRE

Thank you for choosing Yarrunga Community Centre for your business hire.
Please read the **Conditions of Hire** carefully as they have been designed to ensure the protection of the Centre and to keep hiring costs to a minimum.

1. APPLICATION TO HIRE

- 1.1 All applications for the hiring of Yarrunga Community Centre shall be made through the Office Staff.
- 1.2 All applicants shall receive a copy of the **Hire Agreement, Facility Hire Information and Conditions of Hire, How to Enter and Leave** and **Facility Hire Induction Checklist**.

2. POWERS

The Manager:

- 2.1 Has the right to vary or cancel the **Hire Agreement** in the event of any breach of the same.
- 2.2 Has the absolute right to vary or cancel part or all the **Hire Agreement** to allow continuation of Centre activities.
- 2.3 Always has the right of access.
- 2.4 Has the absolute authority to deal immediately with any dispute arising from the hire of the Centre.
- 2.5 Has the absolute authority to deny any undesirable person/s access to the premises.
- 2.6 Has the absolute authority to decline an application to hire the facilities.

3. HIRING FEES AND SCHEDULES

- 3.1 The hiring fees for all Regular Business hires shall be determined by the Centre and may be varied or waived at the discretion of the Manager.
- 3.2 Confirmation of a booking shall occur only upon receipt of a completed **Application to Hire** form and payment of the **non-refundable deposit**, payment and/or evidence of appropriate current public liability and where applicable evidence of Not-for-Profit status.
- 3.3 All monies due must be paid in full no less than fourteen (14) business days prior to the commencement of any hire, including the balance of hiring fees and bond monies. *Only then will access to the Centre be provided.*

- 3.4** A hiring bond shall be payable on all hires held after hours, as determined by the Manager and will be refunded upon satisfactory completion of the hire and in accordance with the Agreement to Hire. **All refunds will be paid by EFT, payable to the Hirer named on the application form within 21 days of the final hiring date once the access card has been returned and no breaches identified, and bank details have been provided.**
- 3.5** All monies due regarding **Facility Hire – Regular, Social or Business** must be paid in accordance with the **Schedule of Hire** or access may be denied (see Clause **2.1**); and
- 3.6** Booking changes and cancellations for Regular Hires are required to give 4 weeks' notice to vary their hire, or 3 months' notice to terminate their hire agreement. Failure to provide sufficient notice of termination will result in all remaining fees payable immediately as per signed rental agreement.

4. LIABILITY AND INSURANCE

- 4.1** Neither the Centre or any person acting on behalf of the Centre, affiliated bodies, staff or other employees shall be liable for any loss, damage or legal inability incurred by the Hirer; and
- 4.2** Business and organisations must hold Public Liability Insurance and demonstrate coverage for a minimum of \$10 million. A Certificate of Currency of Insurance must be provided at the time of submitting the Hire Application Form, a minimum of 14 days prior to hire.
- 4.2** Where the hirer, is a long-term hire, they shall ensure that at all times, coverage is retained and new Certificates of Currency of Insurance are provided to the centre annually.
- 4.3** If proof of public liability is not provided; Yarrunga Community Centre has the power to terminate the hire.

4.3.1 Indemnity

The Hirer uses the facility at the Hirer's own risk and releases Yarrunga Community Centre to the extent permitted by law, against all liability and loss in connection with the facility, including where Yarrunga Community Centre terminates the hiring of the facility for any reason whatsoever. The Hirer expressly indemnifies Yarrunga Community Centre against all loss and liability in connection with the Hirer's use of the Facility including any damage caused to the facility or any loss, injury or death to any person in or about the Facility, except to the extent which Yarrunga Community Centre is negligent.

4.3.2 Property Insurance

Contents purchased or supplied by Hirers are not considered fixtures of the facility remain the property of the Hirer and are **not** insured by Yarrunga Community Centre.

Yarrunga Community Centre **does not** insure property which is owned by others. Cash, consumable goods and sporting equipment kept on premises by Hirers are also **not** insured by Yarrunga Community Centre. No items are to be left on these premises without prior acceptance by management and an inventory list supplied to the office.

5. USE OF PREMISES

The Hirer **SHALL NOT**:

- 5.1** Sub-let the premises or any part thereof.
- 5.2** Commence hire prior to the prearranged time outlined in the hire agreement.
- 5.3** Be under 18 years of age.
- 5.4** Affix any signs or notices to the interior or exterior of the building including walls, ceilings, floors or any part of the building without the written permission of the Manager or other duly authorised person.
- 5.5** Allow any unauthorised alterations to the building or any part thereof, including the use of screws, nails, fixtures or similar fittings.
- 5.6** Bring heavy, large equipment or flammable substances into the facility.
- 5.7** Cause or allow anything to be done which may affect any insurance policies pertaining to the Centre and/or its contents.
- 5.8** Allow any unauthorised or illegal use of the premises, including illegal activities.
- 5.9** Allow or cause unacceptable, unreasonable or excessive levels of noise to be reached.
- 5.10** Use of candles (excluding birthday candles), sparklers, kerosene lamps or smoke machines.
- 5.11** Allow any users/guests to smoke or use drugs or other substances within the confines of, and within 4 metres of the building of Yarrunga Community Centre. This includes the use of e-cigarettes.
- 5.12** Allow the use of any barbecue, spit or other portable cooking equipment within the premises or attached structures.
- 5.13** Cause or allow to be caused any damage to the building or its outside structures
- 5.14** Use the premises for ticketed parties
- 5.15** Provide false or misleading information in regard to the hire
- 5.16** Undertake activities that may cause danger to the safety of patrons or the public, loss or damage of property, behave in a way that breaches local law or illegal activity.

- 5.17 The Hirer must not permit the number of the people attending that facility to exceed the maximum number specified in the Hire Agreement Form and detailed within the facility's capacity listing.
- 5.18 Allow any users/guests to bring animals into the Centre, with the exception of seeing eye/registered service dogs. Companion/therapy dogs are not permitted.
- 5.19 Shall not sell alcohol to guests/users within the hire allocated period.
- 5.20 Use stage props, electrical lighting or articles of a similar nature without the written consent of the Facility Manager/Booking Officer.
- 5.21 Use of any electrical appliance, unless it has been tested and tagged by a qualified tester within 12 months of use; AND all such articles shall be removed by the Hirer at the end of the hire period.

6. RESPONSIBILITIES

The Hirer **SHALL**:

- 6.1 Hirers who engage with children (under 18 years) must provide a copy of their Child Safe Policy to the organisation, and agree to abide by Yarrunga Community Centre's Child Safe Policy which is located on our website and can be viewed [here](#).
- 6.2 Ensure that occupants of the building can exit directly into open space or evacuation assembly points. Fire safety exits must always be left unimpeded.
- 6.3 Ensure that the premises are entered and vacated as per the Hire Agreement. A penalty of **\$40 per 15 minutes** or part thereof will be charged if this condition is not met.
- 6.4 Ensure that, in the event of an evening hire, all guests must vacate the premises no later than 12:00am the following morning (or as otherwise stated in the **Hire Agreement**). Cleaning of the premises shall be completed no later than 12.00am the same morning. A penalty of \$60 per half-hour or part thereof will be deducted from the bond if this condition is not met.
- 6.5 Ensure that all cleaning is completed after the function/hire. This includes all appliances, equipment and furniture, sweeping, vacuuming and/or mopping of all spaces used, including the toilet, hallway and entry floors, securing all rubbish in garbage bags and removing all decorations, empty cans, bottles, hard rubbish, cartons and other equipment is the responsibility of the Hirer. All furniture and cleaning equipment must be returned to original positions and storage areas, and the Hirer must take bagged rubbish off premises.
- 6.6 Pay any charges levied for cleaning of the premises, as may be deemed necessary by the Manager or duly authorised person, after inspection of the premises following the function/hire. (Refer – Hire agreement). Such charges will be deducted from the bond monies or billed to the Hirer.

- 6.7 Ensure the users and guests take all reasonable precautions and/or contents against spillage or other stains and damage.
- 6.8 Ensure that guests/users leave the premises quietly due to residential zoning.
- 6.9 Ensure that council regulations regarding excessive noise be adhered to, with no loud music after 10.00 pm Sunday to Thursday and 11.00pm Friday and Saturday. Premises to be vacated by 12.00am.
- 6.10 Arrange that all users/guests use the appropriate car parking facilities.
- 6.11 All guests, on leaving the premises after evening hire, must be considerate of residential neighbours and ensure noise is kept to a minimum.
- 6.12 Respect the local resident's right to privacy. This means that resident's property must not be damaged, altered or trespassed upon. This includes buildings, vehicles, gardens and fences. If damage should occur, Hirers must, within 24 hours, attempt to contact the resident concerned and arrange for the item's replacement or repair. Should a resident not be contactable, please contact the Facility Manager for further assistance.
- 6.13 Limit the attendance at any one hire to not more than the maximum capacity of the allocated space.
- 6.14 Be responsible for the care, safety and use of all equipment brought into the premises during the hire.
- 6.15 Be prompt when picking up or returning the key (within 48 hours) unless otherwise approved by the Manager.
- 6.16 **Electrical Safety**
 - 6.16.1 All electrical equipment brought into the Centre for use, must be in good condition and must have a current **Electrical Test and Tag (AS3760)**. Long term hirers must ensure all equipment is tested and tagged annually with reports provided to the manager.
 - 6.16.2 Must ensure all portable electrical equipment purchased must meet Australian standards.
 - 6.16.3 All electrical appliances are maintained as per manufacturer's recommendations and Australian standards.
 - 6.16.4 All electrical appliances are set up correctly and used safely.
- 6.17 Hirers utilising external catering services must ensure caterer has own insurance cover and provides to the Centre a copy of current Certificate of Currency.
- 6.18 Notify the Centre of any injuries, damages, emergencies or near misses that have occurred. Notification of injury, damage, emergencies or near misses can be made

by contacting the Office staff on the next business day; the Hirer will need to complete an *'Incident Report Form'* which can be collected at the office.

6.19 First Aid and Safety

6.19.1 Be responsible for adequate First Aid. Facility Hire Managers/Booking Officers **are not** required to provide a first aid kit within the facility for use by Hirers. It is the responsibility of each Hirer to ensure the provision of adequate coverage and supplies during their period of use/hire.

6.19.2 The hirer is responsible for notifying the centre of incidents/ accidents or breakages in association with the hire of the facility. If injury occurs, details must be recorded on an Incident Report form (located in the kitchen, above the hutch) and notify the centre via email info@yarrunga.org.au .

6.19.3 Damages to the centre's facilities, furniture and equipment must be notified via email info@yarrunga.org.au. Charges may be incurred if the damage is deemed a fault by the hirer. If we are not notified and we identify any breakages after the hire, any repairs will be automatically charged to the hirer.

6.19.4 It is the responsibility of the hirer to ensure that the person who will be present throughout the duration of the booking, has undertaken a facility induction and is made aware of evacuation procedures, emergency exits, equipment and emergency assembly points, and the induction checklist is completed and signed by the Centre and the hirer.

6.20 Swipe Cards and Keys

6.20.1 Ensure that the Centre is notified of any swipe cards or keys issued to the hirer that have been given to other users and ensure that they have undergone a full induction to the Centre by a Yarrunga staff member.

6.20.2 Ensure that the Centre is notified of any lost or stolen swipe cards or keys immediately and the hirer will be responsible for any costs incurred in replacing cards or keys.

6.21 Food Safety

6.21.1 The hirer must comply with all relevant provisions of the Food Act 1984, and 2011 statewide registration and notification scheme for temporary and mobile food premises. All hirers selling food are required to obtain a Food Handling Permit. Applications can be made online at <https://foodtrader.vic.gov.au/>

6.21.2 Commercial caterers and/or commercial food vendors must provide evidence of Registration and Public Liability Insurance Certificate of Currency.

7.0 SECURITY/GATE CRASHERS

The Hirer must take precautions or make arrangements to prevent or restrict unwelcome guests to the hired event. You must discuss your security arrangements with the Facility Hire Officer.

The Hirer shall, when directed by management arrange for private security to be in attendance if the event is considered to be a risk (see section 7.8).

The Hirer is responsible to shut down the function and secure the building if the event becomes out of control.

The Hirer is solely responsible for ensuring the following security measures are followed at the completion of the function hire, failure to do so will result in the Hirer assuming full responsibility of any costs incurred as a result of the security breach as well as incurring a penalty fee minimum of \$88 or as determined by the Manager except in the case Yarrunga Community Centre, Logical or Guardian are found to be at fault:

- 7.1 All internal blinds to be left in a closed position. Care must be taken at all times when opening and closing the blinds. The cost of repairing broken blinds/cords will be responsibility of the Hirer who will be invoiced accordingly.
- 7.2 All internal and external doors are to be locked and properly secured, including storage areas where applicable.
- 7.3 Alarm must be activated as per “Entering and Leaving” instructions.
- 7.4 All rooms and toilets are to be checked and secured.
- 7.5 Windows must be shut and properly locked.
- 7.6 All lights must be switched off.
- 7.7 All heaters/air conditioners and equipment/appliances used during the function/hire must be switched off. Failure to do so will incur fees.
- 7.8 Please do not touch switches on Power Board that are marked **Leave On.**
- 7.9 The front door must not be propped open or forced to stay open under any circumstances.
- 7.10 In the event that a private security company is engaged the following applies:
 - 7.10.1 Hirers are responsible for all security and crowd control aspects of their party
 - 7.10.2 Privately uniformed security must be licensed under the Private Agents Act 1996

- 7.10.3** Hirers must ensure all security personnel are comprehensively briefed on their roles and responsibilities and are familiar with emergency evacuation routes and procedures.
- 7.10.4** Hirers must ensure appropriate numbers of security are contracted for the nature of the event. The nature of the event e.g. number of attendees/natures of attendees/provision of alcohol etc. will determine the number of security personnel required. The current base industry standards (as at November 2011) are; 2 security personnel for the first 100 patrons, then 1 additional security personnel for each additional 100, or part thereof, following that.
- 7.11** The Hirer will be provided with contact numbers for a Yarrunga staff member, Maroondah City Council after-hours line and the Guardian Control Room. In the case that the Hirer can't arm or disarm the Centre, the Hirer's first point of contact should be a Yarrunga staff member. If the Hirer is found to be at fault, a call out fee minimum of \$100 will be charged and \$55 for every hour or part thereof afterwards. If the Centre, Maroondah City Council or Guardian are found to be at fault, the cost will be absorbed by the Centre or the appropriate organisation.

8 REFUND OF BOND

- 8.1** All monies received for bond payments will be receipted and banked. Bond refunds will be paid by EFT and made payable to the Hirer named on the application form.
- 8.2** Yarrunga Community Centre will refund the bond to the Hirer within 21 business days of the Hiring date; once the access card has been returned and bank details received, less any amounts deducted by Yarrunga Community Centre for loss or damage.
- 8.2.1** Repair any damage to the Venue that occurred while the Hirer had access to the venue.
- 8.2.2** If necessary, pay to clean the venue to its condition prior to the Hiring Date.
- 8.2.3** Less any cost incurred from failure to comply with security requirements.
- 8.2.4** Any security breaches that have occurred during the hire.
- 8.3** The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage/cleaning.

9 TENURE

- 9.1** The agreement of regular long-term hire will not be deemed to provide any lasting rights of possession or other tenure over the venue to the hirer.

10 PRIVACY ACT

- 10.1** In compliance with the Information Act all personal information collected by Facility Managers/Booking Officers will be used for Council facility management business purposes and kept confidential. It will not be disclosed to any third party unless Council and/or the Facility Hire Manager/Booking Officer is required to disclose the information under other legislation or disclosure is deemed reasonable under the circumstances.

Further Information

Further information on hiring terms and conditions is available from Yarrunga Community Centre. A tour of the facilities can be arranged by calling 9722 8942. For further information, please contact Yarrunga Community Centre on:

ph 9722 8942

info@yarrunga.org.au