

# Conditions of Hire

# **Application**

Applications for the use of the premises should be made to the reception staff at the Centre by completing an Application Form. The applicant must sign an undertaking to comply with the Conditions of Hire in force at the time of use.

The Centre Co-ordinator will approve the applications. If in doubt, the application will be referred to the Facility Management Group for approval.

All hire fees will incur GST.

## **Conditions of Use**

The Hirer must not do or allow to be done anything, which may or does:

- Destroy or cause damage to the hired venue and the attached facilities;
- Cause offence to any person;
- Cause any form of nuisance, disturbance or damage to any occupier or owner of any adjacent property or to his/her property; or
- Breach any provisions of these Conditions

The Hirer must ensure that the use of the hired facility is confined to the agreed hire period.

- The period includes any period that is necessary for set up and pack down of the hire event.
- Access of the hired premises is strictly limited to the period of hire.

The Hirer will be liable to pay for:

- damage to the building, equipment or any fittings or furniture contained in the building
- any abnormal cleaning required as a result of the use by the hirer
- the disappearance of any equipment, fittings or furniture
- costs incurred arising from abnormal call-out of Security Patrols
- unauthorised use of the building outside of the period of hire.

It is the responsibility of the Hirer to ensure their equipment or their guests do not damage any part of the Centre, including floors, fixtures and furniture.

PCLC will not be liable for theft, loss or damage to any property brought onto the premises by the hirer or their guests, including vehicles and possessions left in the designated parking area.

## **Hire Payments**

The Centre hire charges will be in accordance with the attached Hire Fees.

## **Casual Room Hire**

The Hirer must pay the full amount at the time of making the application for the hire. All hire fees are



inclusive of GST.

## **Permanent Room Hire**

PCLC will take monthly credit card payment from the Hirer prior to the room bookings. All hire fees are inclusive of GST. Notification via email will be made when payment is taken.

Any group that believes that it should be exempt from the hire charges may put their case accordingly by submitting a written application to the Facility Management Group.

# **Smoking Policy**

Smoking is absolutely prohibited in the Centre. The building is fitted with an automatic sprinkler system, which may be activated by smoke.

#### **Smoke Machines**

Due to the installed fire detection devices, smoke machines are not permitted. The Hirer will be liable for any costs incurred arising from the call-out of emergency services.

#### **Balloons & Decorations**

Any and all decorations including balloons brought into the Facility by or with the permission of the Hirer must be removed at the completion of the hire. This applies in particular to helium balloons that may have 'escaped' to the ceiling which must also be removed to preclude after hours activation of any security alarm systems and or personnel callouts, the cost of which will be charged to the Hirer.

#### **Noise**

The State Environment Protection Policy Section 2 stipulates acceptable noise levels. Amplified music in the Centre must not be audible in properties adjoining the centre after 11.00pm except for Sundays where the time limit is 10:00pm. Users must give due consideration to the amenity of the area. If the noise exceeds these limits the Police may be called and can issue a notice to stop the music. If the noise continues the Police may issue an on the spot fine.

## **Alcohol Policy**

If alcohol is to be sold or included in the price of entry, the Hirer must -

- Contact the Liquor Control Victoria on 1300 182 457 and obtain the appropriate permit from the <a href="https://www.vqccc.vic.gov.au/liquor/restaurant-cafe/apply-new-licence/apply-liquor-licence">https://www.vqccc.vic.gov.au/liquor/restaurant-cafe/apply-new-licence/apply-liquor-licence</a>; and
- If requested, provide a copy to the Centre Co-ordinator at the Centre 14 days prior to the date of the hire; and
- Display the original of the permit at the hired venue during the hire period as required by the Liquor Control Commission.

The Facility Management Group may prohibit alcohol being brought into or distributed or consumed at the hired venue if it believes this is reasonably necessary to maintain law and order or compliance with the applicable provisions of these Conditions.

## **Condition of Venue**



The Hirer acknowledges that the venue is in good repair and in a clean condition at the commencement of the hire, and must reinstate it to the same condition at the end of the hire.

#### **Insurance**

The Hirer must provide evidence of insurance for public liability in respect of the use and occupation of the hired venue for \$10,000,000.00 with no limit on the number of claims that can be made. The date of the cover must cover the date of the hire and the name on the Certificate must be the same name of the hirer.

The Hirer must not do anything, which may or does render void or voidable any insurance for the venue, or cause any claim to be denied or the rate of premium on any insurance to be increased.

Any paid services engaged at your function, eg caterer, entertainer, etc., will also be required to provide a copy of their public liability insurance as above.

The Hirer releases PCLC from any and all claims, liability and loss in connection with the hire.

## **Refusal to Let**

It shall be at the discretion of the PCLC Staff to refuse to let the premises to any individual or group in any case. The PCLC decision in all matters is final.

# No Subletting

The Hirer must not sub-let the hired venue.

#### **Obstructions**

The Hirer must comply with any applicable regulations made under the Building Control Act 1993.

## **Animals Prohibited**

The Hirer must not allow any animals to be present at the hired venue except for guide dogs for the visually impaired.

# **Compliance with Law and Directions**

The Hirer must comply with any -

- Reasonable direction by Council;
- Council Local Law
- Other applicable legislation.

# **Deliveries and Parking Permit**

The Hirer must ensure that any deliveries made to the Grattan Gardens Community Centre in relation to the hire do not cause any traffic obstructions and must obtain Council's approval for any deliveries involving vehicles of a capacity of 3 tonnes or more. You will need a parking permit if you require a spot in the car park behind the centre.

You will need to check with reception whether a parking permit is available for your booking. Our car park



is monitored by Stonnington Council parking officers so you will be fined if you display no parking permit.

## **Power Restrictions**

If a supplier of power or water imposes a restriction during the period of the hire, the hirer must make arrangements for any necessary temporary supplies at its own cost and subject to approval by the Facilities Management Group.

## **Breach of Conditions**

The PCLC or nominated delegate may expel from the hire venue any person who breaches any of these conditions.

The PCLC or nominated delegate may direct the hired venue to be vacated during the hire if it reasonably believes these conditions are being breached and the Hirer has not remedied the breach after being directed verbally to do so.

#### **Theft**

PCLC is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the hire event.

# Inspection

Inspection of the facilities prior to application to your event is welcome. Please contact the Centre to arrange a suitable time to show you through the facility when there is no other scheduled activity.

#### **Access and Closure**

If the Centre is to be hired outside of the core hours (9.00am - 5.00pm Monday to Friday) the relevant key(s) and 'one-time-use' security code will be provided to after hour's users. The key(s) and code must be signed for and collected from reception at the Centre on the last working day prior to the scheduled hire and returned on the next working day.

#### **Keys**

The Hirer must ensure that -

- All keys are returned to the Centre reception at the conclusion of the hire;
- Keys are handled only by the persons authorised to by the Centre Coordinator; and
- Lost or misplaced keys are immediately reported to Council and the Centre Coordinator.

The Hirer agrees to pay cost of replacing lost or misplaced keys including the cost of changing locks if necessary.

## **Cancellation Policy**

Cancellations received more than 4 weeks prior to the booking date.	Full Refund
Cancellations received between 4 to 2 weeks prior to the booking date.	50% Refund
Cancellations received less than 2 weeks prior to the booking date.	No Refund

PCLC reserves the right to cancel a booking at any time and would repay any hire fee paid for any hire period not yet



# **Prahran Community Learning Centre Inc.**

passed. PCLC reserves the right to accept or refuse any or all applications for hire and may disregard any booking that is not made within the terms of this agreement and reserves the right to re-let unconfirmed bookings. Conditional hire provisions may be imposed on individual applications.



# **Hire Fees**

#### **Fees**

There are two (2) fee schedules: <u>A Community Rate Schedule</u> and a <u>Commercial Rate Schedule</u>. The criteria below will assist in determination of which fee will apply.

#### Criteria

## Community Rate

Stonnington based or other not-for-profit, community groups and organisations.

## Commercial Rate

Private organisations, agencies & entities (all those that do not qualify for the Community Rate).

# Studio/ Playroom Hire

The studios at Prahran Community Learning Centre are available for hire on a casual or permanent basis, for individuals, community organisations or semi-commercial organisations.

#### **Studios**

## Community Rate Inc GST

Mon - Fri: 9 - 5pm: \$33 p/hr

Mon- Fri: 5-11pm: \$80 p/hr

Sat & Sun: 9 - 5pm: \$80 p/hr

Sat & Sun Evenings: \$110 p/hr

## Commercial Rate Inc GST

Mon - Fri: 9 - 5pm: \$66 p/hr

Mon - Fri: 5 - 11pm: \$100 p/hr

• Sat & Sun: 9 - 5pm: \$300 p/day

Sat & Sun Evenings: \$150 p/hr

## **Playroom**

#### 2 hour minimum

Room only available weekends

\$100 for the first 2hrs, \$35 p/hr thereafter All casual hires also pay:

Public liability: Hirer must have own Public Liability Insurance or provide bond of \$500 on credit card to cover the cost of any property damage

Car parking: a limited number of parking permits may be available.



#### What is included in the hire fee:

#### **Studio Rooms**

- Tv monitor / connected laptop and speakers if required.
- WI-FI internet.
- Whiteboard, marker and duster.
- Trestle tables and chairs

#### **Kitchen**

- Fridge, oven, stovetops, microwave and kettle.
- Dishwashing liquid and multi-purpose cleaner.
- Dust pan.
- Miscellaneous crockery, cutlery and cups.
- WI-FI internet.
- Courtyard.

# **Playroom**

- All that is included in the kitchen above.
- Fridge, kettle and microwave in the playroom.
- Courtyard.
- Kids tables and chairs.
- Play equipment and toys.
- Children's toilet and baby change table.
- Cleaning products including multi-purpose cleaner and dishwashing liquid.
- Dust pan and broom

# Cleaner's closet

- All room hire have access to the cleaning closet.
- Broom, mop and bucket and vacuum cleaner.

# What Hirers should provide, if required:

- All refreshments including tea, coffee and milk.
- Crockery, cutlery and glasses (disposable of hired).
- Baking paper, cling wrap, take away containers, garbage bags to take away rubbish. Please do not
  put any rubbish in the bins in the centre. Bring rubbish bags sufficient to remove any and all
  rubbish from your event.
- If hiring playroom, please bring own nappies, baby wipes and please place used nappies with garbage to take away.
- Additional items as needed.

## **Cleaning Requirements:**

All groups / users must take their rubbish out to the bins at the rear (Izett St) of the building. (Use Front-door key for padlock.)

- Please ensure that all rubbish is placed inside the bins.
- Please keep the area around the bins tidy and clear.





- Do not leave the inside bins outside.
- After each kitchen use: all groups / users must wipe over the ovens (internally and externally) and the stove top and make sure there are no food, grease or oil spills remaining.
- All crockery, cutlery, kitchen items used must be cleaned and put away.
- All kitchen benches must be wiped clean.
- After each use all groups must wipe over tables and chairs.
- The facility must be left clean and ready for use by the next group/ user.
- Please switch off all lights after each use.
- Lock and secure all windows and internal and external doors.
- If you are the last user/ group meeting for the day, please ensure that the building and car park are securely locked when you finish.

It is the responsibility of the President /Organiser of each club, group or organisation to inform all group members of the above points and to make sure that the Centre is left clean, tidy and ready for the next user.

# In case of an emergency

The Hirer is responsible for ensuring adequate procedures are followed in the event of an emergency. Depending on the situation this may include:

- Contact emergency services Dial 000.
- Alert office staff if emergency is during office hours. Outside office hours please contact the following number (03) 8290 1333.
- If necessary conduct an emergency evacuation of all persons using the nearest safe exit. Diagrams
  of emergency exits and procedures are displayed around the centre. The hirer is responsible for
  familiarising themselves with the evacuation plan. Everyone should assemble in the Front of the
  Grattan Gardens Centre or in the carpark and not re-enter the building. The hirer should account for
  all the people in attendance and check all bathrooms. The hirer should be aware of anyone who has
  an issue with mobility or an impairment which could affect their ability to be aware of or escape in
  an emergency.

## Covid-19

In line with current Public Health Recommendations, we strongly recommend visitors to the Prahran Community Learning Centre to wear masks when social distancing is not possible and create well-ventilated spaces. There will be hand sanitisers and disinfectant wipes in each room.

Furthermore, no person should visit the Centre if:

- They are feeling unwell.
- They have been tested but are still awaiting their test result.
- They have tested positive and should be self-isolating.

Further Covid-19 information, as it applies to community facilities can be found here: <a href="https://www.nhvic.org.au/responding-to-covid-19">https://www.nhvic.org.au/responding-to-covid-19</a>

Thank you for helping us look after our Centre!



