

## 1. APPLICATION

- a) An application for hire must be returned to **Noble Park Community Centre (NPCC)** via the completion of the **'Function Use Agreement'**.
- b) When an application is made by a person on behalf of an organisation, club, or group of people, the person making the application warrants that he or she is authorised by the organisation, club, or group of people to submit and sign the application on its, or their behalf.
- c) The elected representative who signs the Function Use Agreement shall be considered the **'Hirer'** and will be responsible for the group, its participants, affiliates, and guests whilst using the NPCC.
- d) The Hirer must be 18 years of age or older to hire the NPCC.
- e) No other contact within the organisation has authority to make amendments or bookings other than the listed contact.
- f) The NPCC reserves the right to refuse any booking at its absolute discretion.
- g) The agreement is not confirmed until Hirer has returned the Function Use Agreement, paid a non-refundable booking fee **within 7 days of tentative booking**.

## 2. HIRE FEES

- a) The Hirer will be invoiced for the balance of the Hire Fees once non-refundable booking fee is paid.
- b) In the event the function is cancelled the non-refundable booking fee will not be returned to the hire under any circumstances.
- c) **Balance payment, including bond is due 4 weeks** prior to booking date. Fees will be deducted from nominated bank card. If staff are unable to process payment it may result in the cancellation of the Function Use Agreement.
- d) The NPCC reserves the right to increase or change hire fees where they deem applicable.

## 3. ACCESS

- a) The Hirer will enter and vacate the Centre within the time specified and agreed upon. Any extra time used above the stated hours will be deemed as part of the hiring hours and the Hirer will be charged accordingly.
- b) Building 1 is accessible from **1:30pm – 12:30am** on the date of the function, and includes the main hall, stage, kitchen, and amenities only. The two meeting rooms are **NOT** included in the hire. Unauthorised use of these will result in loss of bond. Access may be granted to these two rooms at an additional fee.
- c) Building 2 is accessible from **3pm-12:30am** on the date of the function. Building 1 is not included in the hire.
- d) You will not be able to set up prior to or pack up after these times. You must set up, pack away & clean during the above times, failure to do so will result in deduction of bond.
- e) The Hirer will not attend the Centre more than 10 minutes prior to agreed hire time.
- f) A key fob/s will be issued to the Hirer on **Thursday prior to the function at 2:30pm**. It is the Hirer's responsibility for the safekeeping of the key fob/s. Loss or damage of key/s will result in a charge of \$50 for each key replaced.
- g) The Hirer is not to access the office.
- h) The Committee of Governance reserves the right for Committee Members and staff to access & enter the Centre at any time, without notice.

## 4. CENTRE USE

- a) The Hirer will not use the Centre for reasons not already provided to the NPCC and must only use the room/s designated in the Function Use Agreement.

- b) The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location.
- c) Children must be supervised at all times.
- d) Reasonable attempts must be made to conserve energy by using minimum lighting and heating/cooling. The Hirer will ensure lights and heating/cooling units are switched off prior to exiting the Centre.

### 5. CENTRE EQUIPMENT

- a) The Hirer must indicate the equipment required on the Ongoing Use Agreement. Items not indicated will not be available to the Hirer for use.
- b) Tables & Chairs – Must be returned to their original position. A fee will be charged if staff are required to put them away correctly.

### 6. CANCELLATIONS

- a) The NPCC reserves right to cancel a booking without notice, in the event of power failure, equipment failure, industrial dispute, or any other cause, reason or event.

### 7. USE OUTSIDE ONGOING USE AGREEMENT TERMS

- a) If the Centre is required by the Hirer for a different purpose outside of the agreed upon terms the Hirer must submit application for variation in writing within 7 days of booking.

### 8. CHANGE OF TERMS

We may change, amend, add to, or delete any condition of this Agreement, including, but not limited to, the amount of any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires your approval, your continued use of the Centre on or after the date you receive the notice means that you accept and agree to the change.

### 9. NOISE

- a) The Hirer will be courteous to our neighbours by ensuring that noise and music is kept to a minimum. The Hirer will keep all doors closed so noise is not projected outwardly.
- b) Noise complaints due to the Hirers actions will result in loss of bond at the NPCC's discretion.
- c) All electrical amplified sound reproducing equipment must be turned off at **10pm** Monday-Sunday and **11pm** on Fridays, Saturdays & Public Holidays.

### 10. CLEANING

- a) The Hirer must leave the Centre in the condition it was found in at the start of the booking satisfactory to the Committee of Governance.
- b) The Hirer will be responsible for, and pay the cost of, any additional cleaning required because the Centre being left in an untidy or unclean condition.
- c) The Hirer must clean all areas and equipment used including, but not limited to,
  - Removing any decorations, equipment and other items brought into the Centre.
  - Cleaning stove tops and ovens if used.
  - Wiping down of the tables & chairs before putting them away
  - Placing excess rubbish in bins located outside at the backyard entrance of the Centre.
  - Sweeping hardwood & laminate flooring.

- Only using a damp warm cloth or warm damp mop on hardwood floors for spot cleaning. No excessive water or boiling water is to be used on any floors in the Centre.

### 11. SALE OF FOOD

- a) Where food is to be sold a Food Handling permit must be obtained via <https://streatrader.health.vic.gov.au/>. Evidence must be supplied to the NPCC 30 days prior to the date of the function.
- b) Your caterer or food sellers must have the appropriate food handling qualifications and permits.

### 12. SALE OF ALCOHOL

- a) A liquor license must be obtained if alcohol is to be sold on the premises, and the hirer must produce such license to the staff 30 days prior to the date of function.
- b) To obtain a liquor licence you will need to apply via the Victorian Commission for Gambling and Liquor Regulation. You can apply online via <https://liquor.vcglr.vic.gov.au/templience/> or call 1300 182 457 for further information.

### 13. SECURITY

- a) It is a requirement that all functions where alcohol is consumed, both BYO & sold, must have security present.
- b) Security Staff are required at cost to the Hirer.
- c) It is the responsibility of the hirer to organise security. Evidence must be provided via written booking confirmation 30 days prior to date of function.
- d) Security must be on site from the start of the function until all guests have left the venue and parkland outside the Centre.
- e) The following security companies are recommended by NPCC:

**V Security Services**  
0438 691 517  
[info@vsec.com.au](mailto:info@vsec.com.au)

**Stateguard Protective Services**  
1300 723 887  
[www.stateguard.com.au/contact](http://www.stateguard.com.au/contact)

### 14. PARTY REGISTRATION

All functions will be registered with the Victoria Police via the PartySafe Registration initiative by Centre Staff. The hirer's details will be given to Victoria Police as part of this registration protocol.

### 15. BANNED ITEMS AND ACTIVITIES

- a) Confetti, untethered helium balloons and similar items must not be used by Hirer within the Centre.
- b) Masking tape and sticky tape are not permitted to be used to attach signage or other items to the wall.
- c) The Hirer is not permitted to hang decorations from ceilings or curtains.
- d) No bolts, nails, or screws are to be driven into any part of the Centre, nor shall any placards or other articles be affixed.
- e) Naked flames or items causing smoke cannot be used by the Hirer or the Hirer's participants & affiliates in the Centre.
- f) Unnecessary discharge of fire extinguisher/s is not permitted.
- g) Flammable liquids and gas cylinders are not permitted inside the Centre.

- h) Smoking is not permitted in the venue and **within 10 metres of the buildings**, doors or fenced off gardens.
- i) There is to be no preparation any food in any area of the Centre other than the kitchen.
- j) Gambling is not permitted in the Centre and Hire cannot be linked to any gambling activity.
- k) Staff may, at their discretion, instruct the Hirer that an item is not to be used based on the potential damage or mess it may cause.
- l) No copyrighted dramatic or musical workshop shall be performed or sung without the license of the owner of the copyright and all such licenses shall be produced to the Centre before the commencement of hire.
- m) The use of barrels or kegs is prohibited.
- n) No part of the Centre shall be used for the sale of goods or real estate property by auction or otherwise.
- o) The Hirer must not sub-let the facility or any part thereof.
- p) The Hirer will not display emblems, symbols, decorations, or flags or partake in activity that discriminates against anyone based on sexual orientation, gender, race, ethnicity, disability, status or any other category.

### 16. ADVERTISING

Signs, banners, notices, and other promotional material must not be displayed by or on behalf of the Hirer inside or outside the Centre without the prior approval of Staff.

### 17. DAMAGES

Any damage in, or to the Centre and/or its furnishings, and equipment is the responsibility of the Hirer. The cost of repairs shall be deducted from the bond. Repairs or replacements exceeding the bond will be on charged to the Hirer.

### 18. INDEMNITY

- a) The Committee of Governance and/or owner of the Centre shall not in any way be held responsible for any loss or damage to any **property** arising out of the hiring.
- b) The NPCC and/or Committee of Governance is not responsible for any loss, damage or injury which may be incurred by any **person or persons** in the Centre during the hiring, arising from any cause whatsoever.
- c) The NPCC and/or Committee of Governance will not be responsible for any loss due to breakdown of machinery, failure of supply of power, leakage of water, fire, government restrictions or environmental/natural occurrences which may arise out of the hire, or which may be made by any person patronising the Centre during the hiring in respect of such loss, damage, or injury.
- d) The Hirer agrees to indemnify the NPCC and/or Committee of Governance and keep the NPCC indemnified against any liability, action, claim, loss, or damage for breach of copyright in connection with the Hire.

### 19. OCCUPATIONAL HEALTH & SAFETY

- a) It is the responsibility of the Hirer to have a mobile phone at the Centre during the hire period in case of any emergency.
- b) Any incidents or hazards at the venue must be reported to the NPCC **as soon as possible**. Incidents include where the Hirer damages part of the NPCC or its equipment or furnishings, or they recognise damage not caused by the Hirer, or medical incidents requiring first aid, or any unlawful behaviour.
- c) It is the responsibility of the Hirer to familiarise themselves with the evacuation plan and emergency contact phone numbers displayed at the venue.

- d) Hirers and all contractors and employees of the hirer must adhere to all Occupational Health and Safety requirements including, but not limited to, those relating to exposure to noise, working at heights, manual handling, and safe operation of equipment.
- e) No equipment, including ladders, tables, and chairs, etc shall be used by Hirers to work at any height.
- f) Stairways, passageways and exit doors are to always remain **free from obstruction**. Fire extinguishers are not to be relocated or obscured.
- g) It is the responsibility of the Hirer to ensure that they meet all requirements for Victorian Child Safe Standards.

### 20. PUBLIC LIABILITY INSURANCE

- a) If the Hirer is making a booking on behalf of an organisation, they must hold a current Public Liability Insurance policy with a minimum of \$10 million cover. A copy of the Hirer's current Public Liability Insurance policy **must be provided** to the NPCC at time of application, and payment of deposit.
- b) If the Hirer is making the booking as an individual and they do not have a current policy, they are able to be covered by the Centres' PLI for a fee of \$50.

### 21. COVID-19 REQUIREMENTS

- a) The Hirer is responsible for enforcing all Victorian Government imposed restrictions and reporting requirements.
- b) The Hirer will nominate a **COVID-19 Safety Officer and COVID-19 Check In Marshal** that will ensure their participants & affiliates are following NPCC requirements until deemed necessary.
- c) COVID-19 Safety Officer/s central point of contact for all matters related to COVID-19 during the Hirers booking.
- d) Hirers must keep their own record of participant attendance.
- e) COVID-19 Check in Marshal/s will ensure that each participant and affiliate checks into the Centre via the Victorian Government **QR code and sighting green tick**.
- f) COVID-19 Check in Marshal/s will sight & record participant and affiliates **proof of vaccination** status in the form of a Digital or printed certificate of COVID-19 vaccination. Anyone who enters the Centre must be fully vaccinated against COVID-19 as per Victorian Government restrictions.
- g) COVID-19 Safety Officer/s will encourage each participant and affiliate to social distance and follow correct hand hygiene where possible. They will also ensure that capacity & density limits are being followed.
- h) COVID-19 Safety Officer/s will enforce any current Victorian Government mask mandates.
- i) At the end of the booking the COVID-19 Safety Officer will complete sessional checklist tasks and **return completed checklist** to the office.

### 22. BOND

- a) The bond will only be returned to the card nominated on the Function Use Agreement providing these conditions of Hire have been fully adhered to.
- b) The Hirer's bond will be returned 7 days after the function.
- c) Loss of full bond or part thereof will be incurred if any Conditions of Hire have been breached. Appropriate deduction/s will be made at the discretion of the staff of the Noble Park Community Centre for any breach of Conditions of Hire.