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**Community Facilities Hire**

**Handbook**

***Nov 2023***

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# KEY CONTACTS

**Note:** These details are current at the time of printing but may be subject to change.

|  |  |  |
| --- | --- | --- |
| **Purpose** | **Organisation** | **Contact phone** |
| Emergency | Victoria Police | 000 |
| Fire  | Metropolitan Fire Brigade | 000 |
| Accident/Injury | Ambulance Victoria | 000 |
| Water supply | Yarra Valley Water | 132 762 |
| After hours emergencyassistance | Maroondah City Council | 1300 88 22 33 |

For assistance with bookings or to report a maintenance / risk issue please contact the relevant Council Officer listed below during office hours **8.30am-5pm Monday-Friday or via email.**

If after hours emergency assistance is required please contact Councils After Hours Emergency Number listed above.

**Council Contacts:**

|  |  |  |
| --- | --- | --- |
| **Sporting Pavilions & Scout / Guide Halls** | **Sports & Recreation Officer** | **9294 5717****sportandrec****@maroondah.vic.gov.au** |
| **Early Childhood Centres** | **Children’s Services Officer - Kindergartens** | **9294 5743****kelly.verwey@maroondah.vic.gov.au** |
| **Senior Citizens Centres**  | **Active & Healthy Ageing Coordindator** | **9294 5790****richard.joseph@maroondah.vic.gov.au** |
| **Community Centres** | **Community Development Officer** | **9294 5748****rosemary.sheehan@maroondah.vic.gov.au** |

#

# COUNCIL FACILITIES HIRE HANDBOOK

## Introduction

### Purpose

Welcome to the first edition of Maroondah City Council’s (Council) Community Facilities HireHandbook (Handbook).Council has written this Handbook to support Council’s Facility Managers/Booking Officers to perform their roles effectively, and act as a reference for information relating to the hire of Council owned facilities.

### Background

Maroondah City Council (Council) owns an extensive network of pavilions, halls, meeting rooms and other facilities for use by the local community. These facilities play a key role in the delivery of a wide range of leisure, social, cultural and educational activities which encourage active community participation, and make a valuable contribution to the general health and wellbeing of the local community.

Council views the sustainable use of these facilities as integral and as a result, has developed policies and procedures to ensure the facilities are managed and used in a safe, accessible and equitable manner.

Council has developed a Community Facilities Hire Policy (the Policy), which the minimum standards for hiring Council owned facilities, for use by the local community. The Policy is supported by the Community Facilities Hire Handbook, which details these minimum standard processes and procedures for hiring Council owned facilities, for use by the local community, and includes a standard Hire Agreement Form containing General Conditions of Hire.

### Scope

The Handbook is to be referred to when managing or booking Council owned facilities that are available for hire to the community as detailed below:

* Council owned / managed meeting rooms
* Council owned Community Halls
* Community Centres/Houses
* Early Childhood Services Senior Citizens Centres
* Sporting Pavilions
* Scout and Guide Halls
* Maroondah Federation Estate
* Maroondah Leisure i.e. Aquahub, Aquanation, The Rings, Maroondah Nets, Dorset and Ringwood Public Golf Courses
* Croydon Community Wellbeing Hub B

If the facility hire is for an event which involves elements outside of the facility the hirer must also be referred to the Events Held on Council Land Policy and application process.

### Exclusions

The Handbook excludes commercial property.

## USING THIS HANDBOOK

The Handbook is to be used as a reference document and Facility Managers/Booking Officers of Council owned facilities should refer to this document for information relating to what their responsibilities are, as well as those of Council and Hirers in using community facilities.

The Handbook should be the first place for Facility Managers/Booking Officers to look for information relating to all matters relevant to the hire of Council owned facilities. It should give Facility Managers/Booking Officers a starting point to answer, ‘What do I do when?’, ‘Who do I ask for?’, ‘Can I …?’ and the like. Consulting the Handbook first will give Facility Managers/Booking Officers a basic starting point to help them more effectively deal with any matters that need to be addressed.

The Handbook aims to be as practical as possible, providing forms, checklists and other information (included as Appendices). All forms referred to in this Handbook are available by hyperlink to Council’s website: [www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au).

It is important that Facility Managers/Booking Officers to fully read and understand all sections of the Handbook.

Upon being formally granted use of a facility (for regular or casual hire), the organisation/group/individual and all members, representatives, visitors and other users associated with the Hirer are bound to the terms and conditions of The Hire Agreement.

On occasion, Council may impose special conditions associated with an application for hire of a facility. These special conditions may reflect specific requirements or issues impacting on the facility (use for larger events, 18th’and 21st birthday parties). Any such conditions will be added to the Hire Agreement which the Hirer will be required to sign. If there is any inconsistency between the special conditions and the Handbook, then the special conditions as outlined in the Hire Agreement will prevail.

Hirers are encouraged to seek their own advice regarding any concerns with the terms and conditions outlined in the Hire Agreement. Council Officers can also be contacted to discuss any specific queries or concerns.

It is envisaged that by clearly outlining Council’s expectations of Facility Managers/Booking Officers, Hirers, and the roles and responsibilities of Council, Council facilities for use by the community will be managed and used in a safe and equitable manner.

### *Currency of the Handbook*

To ensure the Handbook continues to be relevant for all users a comprehensive review of the Handbook will be undertaken every year. Amendments will be made as required and posted on Council’s website to ensure adherence is maintained to relevant legal, legislative and regulatory compliance standards, and in accordance with advice from Council’s insurer. Any updated information will be provided to all Facility Managers/Booking Officers via email notification.

It is intended the Handbook will be made available in an online format so that it can be regularly updated and kept relevant to the needs of Council’s Facility Managers/Booking Officers.

### *Definitions*

There are a number of terms used throughout this Handbook. They are defined in Chapter 13 at the end of the Handbook.

## PROCEDURES - HIRING COUNCIL OWNED FACILITIES

1.

### Introduction

All community organisations, groups and individuals wanting to hire Council owned facilities are required to **complete a Community Facilities Hire Agreement Form** (Hire Agreement Form)when applying for use of the facilities. A base proforma is available in Appendix 1. The Hire Agreement Proforma requires modification to meet specific facility requirements, however any amendments need to be approved by Council prior to use.

All completed Hire Agreement Forms for regular or casual use of a facility are to be forwarded to the Facility Manager/Booking Officer for assessment, prior to use. Approval will only be issued for the use of the facility if an application meets all the requirements of the Facility Manager/Booking Officer, Council, and the relevant terms, conditions and legislation, as referred to in this Handbook.

If approval for use of a facility is provided, the Hirer must complete payment of bond, hire fee, provide evidence of/ or purchase public liability insurance coverage and other relevant licences, permits and/or registration of Party Safe, as applicable before use of the facility.

The Facility Manager/Booking Officer and/or Council reserves the right to withdraw the availability of a facility if it is deemed unfit for use (for example, due to maintenance). Only facilities deemed suitable for use, i.e. safe and in an appropriate condition for hire will be made available via the application process. Applicants will be notified if the facility they seek use of is not available for use.

Council seeks to minimise any potential risks that maybe associated with inappropriate use of facilities.

*Prior to use of the facility, every hirer must undertake a mandatory induction to understand all emergency and safety processes related to use of the facility. The induction must be undertaken by a representative who will be present during the facility booking. Minimum induction requirements are detailed in Appendix 3.*

### *The Process in Brief*

#### *3.2.1 Placing A Booking (Hirers responsibilities - organisations & individuals booking the facility)*

|  |  |
| --- | --- |
| 1 | **CONTACT** the Facility Manager/Booking Officer for enquiries regarding hire of the facility including application process, fees and required supporting documentation e.g. insurance, licences, permits, registration of Party Safe, etc. |
| 2 | **COMPLETE** Hire Agreement Form |
| 3 | **APPLY** for relevant licences/permits and register with Party Safe.(If applicable) |
| 4 | **SUBMIT** completed and signed Hire Agreement Form, evidence of public liability coverage (if applicable) and other relevant licences, permits and/or registration of Party Safe (as applicable). |
| 5 | **PAY DEPOSIT TO SECURE BOOKING** Upon the Facility Manager’s/Booking Officers approval of the hire arrangements, pay a deposit (minimum 20% of hire fee), prior to the hire date. |
| 6 | **PAY** **BOND & BALANCE** Pay the required bond and balance of the hire fee, less booking deposit, prior to hire date. |
| 7 | **ATTEND** a pre-hire facility inspection and induction with the Facility Manager/Booking Officer and sign the Key Allocation Form for receipt of any required keys. |
| 8 | **USE** the facility in accordance with the terms and conditions of the Hire Agreement and return any keys via the venue’s return process. |
| 9 | **RECEIVE** the bond returned from the Facility Manager/Booking Officer, less any deductions in breach of the terms and conditions of the Hire Agreement, within 21 working days post hire date. |

#### *3.2.2 Taking a Booking (Hiree - Facility Manager/Booking Officer’s responsibilities) Checklist - Appendix 2*

|  |  |
| --- | --- |
| 1 | **RESPOND** to enquiries, seek out further information to **assess** whether the hire purpose is appropriate for the facility, provide the potential Hirer with a Hire Agreement Form, Public Liability Application Form (if applicable), and other information relevant to required licences, permits and/or registration of Party Safe.  |
| 2 | **ASSESS** the Hire Agreement Form and obtain copy of public liability cover (if applicable) |
| 3 | **NOTIFY** the hirer if there is any reason that the hire cannot be accepted or contact your key Council contact for advice if concerned. |
| 4 | **OBTAIN** minimum 20% deposit and issue a receipt. |
|  |  |
| 5 | **CONDUCT** a pre-hire inspection and induction with the Hirer, covering; the state of facility and equipment, ensuring it is safe and fit for purpose, emergency procedures, potential hazards, and instructions for use of the equipment. Checklist Appendix 3. Allocate key upon signing of the key allocation form. Appendix 4. |
| 6 | **CONDUCT** a post hire inspection (where possible, with the hirer) |
| 7 | **RETURN** the bond, less any funds withheld in breach of the terms and conditions of Hire Agreement within 21 working days post hire date. |
| 9 | **RETAIN** and file all documentation and notify Council of any incident or maintenance issue as soon as practicable. |

### *Facility Hire by a tenant of a seasonally allocated or leased Council Facility*

In accordance with the standard Community Facilities Lease and Sporting Facilities User Guide, regular 3rd party hire of a Council owned Community Facility must obtain prior approval by Council. In the instance of facilities such as Community Centres that have ongoing regular bookings, written notification clearly detailing the type of bookings will be required to be approved on an annual basis. Any booking request that then sits outside of the approved usage will require Council approval on a case by case basis.

### *Exceptional uses – beyond the standard hire.*

Any requirements for the use of facilities other than standard regular or casual use e.g. meetings, community activities, or parties will require special consideration to determine the impact of the proposed use. All exceptional uses will be considered by Council’s Sports and Community Liaison Officer. Events that could potentially have a detrimental impact on the facility, other facility users and/or surrounding areas may not be approved.

### *Prioritising conflicting hire requests*

Council owned facilities are available for use by local community organisations, groups, businesses and individuals to undertake a diverse range of activities. While Facility Managers/Booking Officers endeavour to offer opportunities to all potential Hirers for regular or casual use of facilities, there are times when the demand for a facility is greater than what is available. When this occurs access will be made available in accordance with the following priorities (in order of priority):

1. The organisation, user group or individual is based in Maroondah.
2. The suitability of the applicant’s activity in relation to the requested facility.
3. The applicant’s previous history in using Council facilities, where available.
4. An applicant’s previous dealings with Council and/or Facility Managers/Booking Officers and compliance with the terms of hire (i.e. fees paid on time, cleanliness of the facility, and support of Council objectives).

### *Contentious Applications*

A request to hire a Council facility by a community organisation, group, business or individual that is likely to be a subject of contention within the community shall be referred to Council for consideration. Such applications need to be received by Council as soon as possible to enable Council to assess the application and where required refer to relevant Government Acts or Regulations.

### *Refusal*

**Council reserves the right to reject, refuse or veto any application without any right of compensation or other consideration.**

### *Termination*

Council or the Facility Manager/Booking Officer may immediately terminate the hiring of a facility by the Hirer at any time if the Hirer;

* breaches any of the Hirer’s obligations specified within the Community Facilities Hire Policy, Community Facilities Hire Handbook or Community Facilities Hire Agreement.
* provides any information that is deemed to be false, incorrect or misleading.
* Is causing a danger to the safety of patrons or the public, undertaking activities that risk loss or damage to property, behaves in a way that breaches local law or illegal activity.

### *Privacy Act*

In compliance with the Information Privacy 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 Manager/Bookings Officer is required to disclose the information under other legislation or disclosure is deemed reasonable under the circumstances.

## CONDITIONS OF HIRE

1.

### *General Conditions of Hire*

The right to use any community facility is subject to the Facility Manager/Booking Officer receiving a completed Hire Agreement Form, signed by the proposed Hirer, agreeing to comply with the Conditions of Hire. Where the Hirer is a community organisation, business or group the Hire Agreement Form must be signed by a duly authorised member or employee. Where a person signs the Hire Agreement Form on behalf of the Hirer, the person signing the Hire Agreement Form:

* Warrants that he or she is authorised to sign the Hire Agreement Form on behalf of the Hirer;
* Guarantees that the Hirer will strictly observe and perform the obligations outlined in the Conditions of Hire; and
* Agrees to pay to the Facility Manager/Booking Officer on demand, money for any loss suffered by Council due to a breach of the conditions by the Hirer.

Hirers cannot be under 18 years of age. Functions involving persons under the age of 18 years must have the Hire Agreement Form signed by a parent/guardian who will be supervising the meeting/function/party. The person signing the Hire Agreement Form is subject to the General Conditions of Hire.

Council does not permit the use of community facilities for ticketed dance parties and does not permit 16th birthday parties or underage functions, eg. after-parties. Whist the majority of Council owned facilities do not allow 18th to 21st birthday parties or bucks/hens nights, applications to hire a facility for the aforementioned functions must secure an appropriate bond, put into place and provide evidence of supervision and security measures to the satisfaction of Council and/or the Facility Manager/ Booking Officer. Refer to Chapter 7 for further information regarding security requirements.

Applications to hire a facility for the purpose of 18th to 21st birthday parties must also be supported by a completed Party Safe Registration Form (Victoria Police), which must be sited by the Facility Manager/Booking Officer prior to the hire date.

Applications to hire a facility for regular use can be made on the one Hire Agreement Form to a maximum of 12 months.

The hire of Council facilities by the community is strictly in accordance with Council’s Community Facilities Hire Policy and Community Facilities Hire Handbook and does not deem to provide any lasting rights of possession or other tenure over the facility to the Hirer, or confer on the Hirer the rights to exclusive possession or right to sub-let the facility in any manner.

The Hirer shall be entitled to use only those areas in the facility requested and approved by the Facility Manager/Booking Officer. Where appropriate, Council reserves the right to hire out any other portion of the building, for any other purpose at the same time.

The Hirer must only use the facility for the purpose and between the hours specified in the Hire Agreement Form, unless other permission has been granted by the Facility Manager/Booking Officer. Any use beyond those times will be subject to an additional fee.

The Hirer must not permit the number of the people attending the facility to exceed the maximum number specified in the Hire Agreement Form. Exceeding regulated patron numbers could impede the safe exit of people in an emergency evacuation. Breach of this may result in the cancellation of the event. Refer to the list of Community Facilities for Hire, including facility capacities on Council’s website. NB: *Internal Council staff should refer to Council’s Assets Department for information.*

### *Indemnity*

The Hirer uses the facility at the Hirer’s own risk and releases Council and the Facility Manager/Booking Officer to the extent permitted by law, against all liability and loss in connection with the facility, including where Council or the Facility Manager/Booking Officer terminates the hiring of the facility for any reason whatsoever. The Hirer expressly indemnifies Council and the Facility Manager/Booking Officer 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 to which the Council or Facility Manager/Booking Officer is negligent.

## FEES AND CHARGES

##

### *Hiring Fee*

Hiring fees for each facility are set by the Facility Manager/Booking Officer in consultation with their management Committee or where applicable Council Service Area. All fees charged should adhere to the principles set out in Council’s Community Facilities Pricing Policy available on Council’s website. The policy states that fee structures be transparent, fair and equitable and promote participation.

The Hirer must pay the balance of the hiring fee (i.e. total fee less minimum 20% booking deposit) to the Facility Manager/Booking Officer prior to the hire date.

### *Deposit*

It is recommended that where applicable hirer pay a booking deposit, 20% of the total hiring fee, at the time of returning a completed Hire Agreement Form. This should occur prior to the hire date except in circumstances deemed impractical by the Facility Manager/Booking Officer.

### *Bond*

A bond must be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning undertaken by Council or the Facility Manager resulting from the Hirer’s use of the premises. Bond amounts must be paid in full prior to the hire date.

* The Hirer will be liable for any additional amount in excess of the bond to meet the full cost of damage/cleaning.
* If there is no breach of the conditions of usage, the bond will be refunded in full within a maximum of 21 working days post hire date.
* The Facility Manager/Booking Officer will have discretion as to whether any part of the bond is returned to the Hirer should a breach occur.
* If the hirer wishes to dispute the decision to retain part or all of the bond, or you are concerned that the decision will cause conflict or further action, the booking manager should thoroughly document all communication and evidence and contact the relevant Council department for further resolution. The hirer should be instructed to place their request in writing to the relevant Manager responsible for the facility.
* Bond will be forfeited after two years if unclaimed.
* Council or the Facility Manager must exercise their role in regard to the Bond with due diligence and be able to demonstrate adherence to a documented process.

### *Payments*

* All payments are must be made prior to the hire date.
* If the Hirer has made multiple bookings they are required to ensure payment of the balance of each individual hiring fee is paid prior to the specific hire date.

### *Receipts*

* All payments received must be issued with a receipt by the Facility Manager/Booking Officer at the time of receiving a payment, whether it be a booking deposit, hire payment or bond. Tax invoices may also be required to be issued by the Facility Manager/Booking Officers.

### *Cancellations*

* All cancellations must be made directly to the Facility Manager/Booking Officer.
* A forfeit of the minimum 20% booking deposit may occur at the discretion of the Facility Manager/Booking Officer.

## RISK MANAGEMENT

### *Overview*

Facility Managers/Booking Officers and Hirers of Council facilities need to ensure that the safety of users and their guests is maintained at all times. This includes ensuring that activities undertaken are not dangerous or likely to cause harm.

Risk Management uses the systematic application of management practices, policies and processes to effectively deal with risk. Application of the hiring processes within this handbook forms part of the risk management process. Council, Facility Managers/Booking Officers and Hirers have a responsibility to identify and control the risks associated with the use of Council facilities. While Council has risk management processes, and regularly audits facilities to identify hazards, it is also prudent for Facility Managers/Booking Officers to have a Risk Management Plan and a broad understanding of the unwanted risks associated with the hire of facilities. Learning to manage these risks effectively enables Facility Managers/Booking Officers to make informed decisions on issues that affect the safety of Hirers and their guests.

The key elements of Risk Management include:

* Establishing the context
* Identifying Risk
* Analysing Risk
* Evaluating Risk
* Treating / Actioning Risk
* Monitoring / Reviewing
* Communicating and consulting

High risks are to be reported immediately to Council by phoning 1300 88 22 33 to log the report and speak to the contact officer in addition to emailing the reported problem to the contact officer for written reference.

### *Incident Reporting*

It is the Hirers responsibility to notify the bookings officer of any incident, near miss or major medical episode as soon as practicable and then provide further details to Council’s customer service if required.

All major, minor, near miss incidents should also be reported by the Bookings Officer via email to Council’s relevant contact for Council’s records and to action any follow up maintenance that maybe required.

### *Insurance*

#### *Public Liability Insurance*

Council holds its own Public Liability Insurance to cover its liability. The activities of community organisations, groups, businesses and individuals that hire Council owned community facilities are **NOT** protected by Council’s Public Liability Insurance however injury caused by usage of the facility may fall within Council’s responsibility.

Community organisations, groups, or business who

* hold its **OWN** Public Liability Insurance which has the capacity to cover the proposed activity and must ensure that it remains current for the duration of the hire period.

If an existing Public Liability Insurance Policy is held and can cover the proposed activity, the hirer must provide a certificate of currency to the facility bookings officer at the time of submitting the Hall Hire Agreement Form. The insurance policy must be listed in the name of the community organisation, group, business or individual with an insurer approved by Council to a value of $10 million (minimum) in respect of each hire purpose or any one single event (or such greater sum as the Council may reasonably require). In certain cases, Council will request that the policy must insure Council as a Principal under a Principal’s Indemnity extension clause acceptable to Council.

#### *Property Insurance*

Buildings owned by Council are fully insured by Council unless otherwise stated. Contents owned by Council are insured by Council.

Contents purchased or supplied by Hirers and tenants contents within the venues not considered fixtures of the facility are **NOT** insured by Council. Council **DOES NOT** insure property which is owned by others. Cash, consumable goods and sporting equipment kept on premises by Hirers and tenants are also **NOT** insured by Council.

Each community organisation, group, business or individual is advised to obtain contents insurance to ensure protection of their investment in the event of loss, damage, theft etc.

Third party hirers must be made aware that property not considered fixtures of the building are owned by the occupying community group. The property may or may not be covered under the contents insurance of the occupying tenant eg. furniture and fridge.

### *The Victoria Police Partysafe Program*

Partysafe provides information to help minimise the risk of something going wrong at a party, such as intoxicated guests or gatecrashers ruining the fun. Partysafe allows people to register their party with the police, and if they are called to the event, they have all the information they need to know.

#### *How to register a party*

* Complete the Partysafe Registration Form available online at [www.police.vic.gov.au](http://www.police.vic.gov.au) or from a local police station. This must be completed at least one week prior to the party.
* Make sure all the details are entered correctly and submit the form to the local police station nearest the party.
* Ensure that a registration certificate is printed and placed at the front door showing guests the party has been registered with Victoria Police.

Where permitted,18th's to 21st's to be held at Council facilities must be registered with the Victoria Police Partysafe Program. The Hirer must provide proof of registration to the Facility Manager/Booking Officer prior to the hire date. If the Hirer fails to register their party with PartySafe or the Victoria Police refuse to register the party, then the hire will not proceed.

It is pertinent to remind hirers that it is illegal in Victoria to supply alcohol to anyone under 18, without their parent/guardian's permission. Anyone breaking the law could be fined. For further please refer hirers to https://www.police.vic.gov.au/party-safe

### *Security*

Applications to hire a facility for the purpose of large events, teenage through to 21st birthday parties and bucks or hen’s nights must put into place supervision and security measures to the satisfaction of Council and/or the Facility Manager/ Booking Officer. If a security company is engaged the following applies:

* Hirers are responsible for all security and crowd control aspects of their party;
* Privately uniformed security must be licensed under the Private Security Act 2004;
* Hirers must ensure all security personnel are comprehensively briefed on their roles and responsibilities and are familiar with emergency evacuation routes and procedures.
* Hirers must ensure appropriate numbers of security are contracted for the nature of their party. The nature of the party e.g. number of attendees/nature of attendees/provision of alcohol etc will determine the number of security personnel required. The current base industry standards (as at June 2020) are; 2 security personnel for the first 100 patrons, then 1 additional security personnel for each additional 100 patrons, or part there of, following that.
* The Hirer must not permit the number of the people attending the facility to exceed the maximum number specified in the Hire Agreement Form and detailed within the facility’s capacity listing

### *Manual Handling*

Facility Managers/Booking Officers must ensure that the hirer is made aware of the procedures for manual handling tasks to prevent injury or adverse health effects. Where a hazardous manual handling task is identified, risks associated with the task need to be reduced as far as is practicable.

Council can assist Facility Managers/Booking Officers in undertaking Manual Handling Risk Assessments to identify risks and appropriate controls.

### *Electrical Safety*

Facility Managers/Booking Officers are responsible for ensuring the following;

* all contractors engaged and users of electrical equipment on Council property only use equipment that meets Australian Standard and that has been tested and maintained according to standard;
* all electrical appliances are tested and tagged by a qualified tester;
* electrical appliances are set up correctly and used safely;
* electrical equipment/ appliances are visually inspected prior to use.

Upon request Council’s Risk Management Department can provide Electrical Safety Risk Assessment Checklists to Facility Managers/Booking Officers.

### *Hazardous Substances and Dangerous Goods*

Facility Managers/Booking Officers are responsible for:

* ensuring statutory compliance in relation to the storage and handling of Hazardous Substances and Dangerous Goods;
* maintaining current register of Chemicals, including Material Safety Data Sheets (MSDS) which are readily available to all persons upon request and copies to be kept in the area where the substances are utilised;
* undertaking a hazard identification, risk assessment and risk control of hazardous substances and dangerous goods under their control;
* ensuring those who purchase, use, handle, or store hazardous substances and/or dangerous goods are provided with appropriate training, instruction and supervision as specified under the respective regulations;
* establishing an inspection program for storage areas and implementing appropriate emergency response plans as required by the respective regulations;
* advising the appropriate fire fighting authority of any potentially hazardous substances in the event of a fire;
* ensuring that all Contractors engaged provide MSDS for any hazardous substance and/or dangerous good they are required to bring onto Council sites, properly label any dangerous goods and/or hazardous substances they bring onto the site, adhere to safety instructions contained in MSDS regarding the use, storage and handling of hazardous substances and dangerous goods, and remove all dangerous goods and/or hazardous substances from the site once their work is complete.

Council can assist Facility Managers/Booking Officers in undertaking hazardous and dangerous goods risk assessments to identify risks and appropriate controls.

### *First Aid*

Facility 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 first aid coverage during their period of use/ hire. Facility Managers/Booking Officers should ensure all Hirers are aware of this responsibility.

## EMERGENCY MANAGEMENT

## Compulsory Facility Induction

It is the responsibility of the Facility Manager/ Booking Manager to ensure the Hirer representative / representatives who will be present throughout the duration of the hire, has undertaken a facility induction and is made aware of evacuation procedures, emergency exits, equipment and emergency assembly points. Both the Facility Manager and Hirer must sign the induction checklist prior to the commencement of hire. For regular hirers, some facilities may opt to run a group induction session to address multiple hirers at the one time.

### *Emergency evacuation*

It is the responsibility of the Facility Manager/Booking Officer to ensure that an emergency evacuation plan is in place and that all hirers are aware of the plan, emergency exits and equipment, and emergency assembly points.

The Facility Manager/Booking Officer must ensure that Evacuation Plans are clearly displayed throughout the facility, that all emergency exits and lights are in working order and that there is no obstruction to exit doors or pathways.

It is the responsibility of the Facility Manager/Booking Officer to provide the Hirer with Emergency Contact Details and After Hours Emergency Contact Details. After hours emergency contact details for all facilities is Council After Hours Emergency number 1300 88 22 33.

It is the responsibility of the Hirer to:

* Know where all safe exits, exit paths and emergency assembly areas are located;
* Keep all exits and exit paths clear during the use of the facility and know where emergency equipment is located (e.g. fire extinguishers);
* Ensure activities to be undertaken by the Hirer and Hirer’s guests are not dangerous;
* Not interfere with any emergency equipment or notices;
* Meet the cost of replacement or repair of such emergency equipment caused by any improper use;
* Call the Fire Brigade (by dialling 000) before attempting to fight any fire;
* Only attempt to fight the fire with the equipment provided and if trained and safe to do so;
* Not continue to fight the fire beyond the first 30 seconds. If the fire is not extinguished within that time, the Hirer must commence the evacuation procedure;
* Assume responsibility for themselves and their guests;
* Notify Council or Facility Manager of all situations or near misses which have occurred.

Hirers should only re-enter a facility once they are advised by emergency authorities that it is safe to do so.

For further information or assistance in developing an emergency evacuation plan, contact Council's Risk Management Department.

### *Emergency fire fighting equipment*

Council provides and maintains emergency equipment such as fire hoses and fire extinguishers at its facilities. This equipment is checked and serviced twice yearly by Council contractors to ensure it is fit for use. Facility Managers/Booking Officers should perform a regular visual check of the tampers seals on the equipment and must ensure that fire extinguishers remain in their designated locations or on their stand at all times.

The cost for repair or replacement of such equipment shall be borne by the Hirer if used inappropriately.

If a fire occurs within a Council facility, the Fire Brigade must be notified immediately, before anyone attempts to fight the fire. **Facility Managers/Booking Officers and Hirers should only attempt to fight a fire with the equipment provided, if they have received prior training and if it is safe to do so.** As a general guide, if a fire cannot be extinguished with a single extinguisher within 30 seconds, then evacuation is necessary.

Council must be notified by the Facility Manager, as soon as possible if an emergency occurs. Council should also be notified if fire-fighting equipment is used or tampered with.

Contact Council during office hours or in the case of an after hours emergency, Council’s after hour’s emergency number. Both numbers are listed on the Key Contacts List, Chapter 1 of this Handbook.

## RESPONSIBLE MANAGEMENT AND USE OF FACILITIES

Facility Managers/Booking Officers should take a proactive approach concerning the use of and hire of Council facilities e.g. noise implications, security, alcohol etc to avoid any ill feeling or complaints from local residents. Consider whether the intended hire is suitable for the facility, other users and neighbouring residents before approving a hire and contact the responsible service area of Council (Page 4) should you have any concerns relating to the hire application.

The Hirer must comply with all requirements and directions given by Council Officers and/or the Facility Manager/Booking Officer when using the facility and Council Officers and/or Facility Managers may enter and remain in the facility at any time.

The Hirer must not:

* Affix any signs or notices in the interior or exterior of the facility without Council or the Facility Managers/Booking Officers prior written consent;
* bring any heavy equipment or flammable substances into the facility;
* bring large equipment, such as a piano, into the facility without the prior written approval of Council or the Facility Manager/Booking Officer;
* use tacks, nails or staples in setting up decorations;
* permit any animals to be brought into the facility other than an assistance animal;
* use candles, sparklers, kerosene lamps and devices, such as smoke machines in the facility or its immediate surrounds;
* use stage props, electrical lighting or articles of a similar nature without the written consent of the Facility Manager/Booking Officer;
* All such articles shall be removed by the Hirer at the end of the hire period. Any costs incurred by Council or the Facility Manage/Booking Officer in removing such articles shall be recoverable and deducted from the Hirer’s bond.
1.
2.

### *Noise and offensive behaviour*

Hirers must ensure that the level of sound coming from a Council facility does not reach a level where it would interfere with the residents of surrounding properties. Please refer to individual tenancy agreement for permitted times of use

Facility Managers/Booking Officers are required to inform all Hirers of noise restrictions and advise them that all individuals associated with them and their use of the facility must behave in a way that would not be considered as causing offence to nearby residents or other members of the community (i.e. slamming car doors, foul language etc.).

### *Resident privacy*

Hirers must respect 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 during the course of usage, Hirers must attempt to contact the resident concerned and arrange for the items replacement or repair. Should a resident not be contactable, please contact Council for further assistance.

Facility Managers/Booking Officers must be informed of the incident and maybe required to liaise with Council.

### *Smoking in Council Facilities*

Smoking is not permitted in any Council owned building at any time.

Under Victoria's *Tobacco Act 1987*, smoking is prohibited in all enclosed workplaces and certain public spaces where members of the public gather and may be exposed to second-hand **tobacco smoke.**

### *Food Safety*

The Hirer must comply with all relevant provisions of the Food Act 1984, and state-wide registration and notification scheme for temporary and mobile food premises. All Hirer’s selling food are required to obtain a Permit. Contact Council's Public Health Unit on 9294 5603 for further advice or assistance.

#### *Temporary registrations for selling food*

Hirers can apply for a statement of trade (SOT) (for functions holding a fundraising sausage sizzle or selling food and drinks). These certificates are specifically dated, and only allow hirers to sell food on the nominated set dates. To register a temporary food premises or submit a Statement of Trade (SOT) by visiting <https://streatrader.health.vic.gov.au>.

* + 1. **Catered events and commercial food operators**

Facility Managers/Booking Officers must inform Hirers that any catering groups engaged to provide food for a special event or function must have a Certificate of Registration for the catering company, issued by the local Council the company is based in. Hirers should obtain a copy this certification prior to the event to ensure the currency of registration. A copy of the catering company’s Public Liability Insurance Certificate of Currency should also be obtained.

#### *Do not permit storage of food on the premises*

It is important that hirers remove all food and beverages from the premises after usage, including fridges.

### *Alcohol Provision*

Facility Managers/Booking Officersmust inform Hirers using Council facilities that they are not permitted to sell liquor or to include liquor in the price of an entry fee. In the situation where a facility occupier already has an existing liquor licence, they are required to adhere to the existing terms and conditions of the existing licence and those of Council, including adhering to consumption hours. If the applicant of a licenced facility is seeking to provide, (not sell) alcohol they are required to purchase a temporary BYO licence or temporary licence.

If the facility does not hold an existing liquor licence the Facility Managers/Booking Officers should inform Hirers using Council facilities that they are not required to obtain a liquor licence for the general consumption of alcohol at parties, functions etc, however hirers and their guests must comply with Conditions of Use, including consumption hours as set out in the Hire Agreement. If using Council’s Hall Hire Public Liability Insurance coverage, hirers must also pay a higher premium for alcohol consumption.

 In the interests of community safety and wellbeing, Council supports environments that promote responsible drinking practices.

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### *Gambling*

No gambling including bingo or the installation of gaming equipment on Council owned or managed land is permitted unless prior permission has been obtained from Council and relevant permits obtained.

#### *Raffles*

Raffles can only be conducted for the benefit of organisations that have been declared (registered) by the Victorian Commission for Gambling Regulation to be community or charitable organisations. If an organisation has been declared it would have been advised by the Commission in writing and issued a declaration number.

 A minor gaming permit is required to conduct a raffle if the total retail value of prizes exceeds $5,000. The permit can be obtained from the Victorian Commission for Gambling Regulation (VCGR). This does not preclude the conduct of Prize Draws at functions where the sale of tickets is confined to attendees at the specific function and the draw takes place during the course of the function.

### *Storage*

Dependant on the facility and the purpose of hire, storage may be made available for hire groups to utilise on a temporary or ongoing basis. Where there are more than one Hirer using a facility, storage space is to be shared, and negotiated and agreed upon by the users.

The installation, or arrangement of additional storage space at facilities (whether it be temporary or permanent) must not be undertaken without prior approval from the Council in writing through the request for alterations process.

All equipment must be kept in designated storage areas. Storage of equipment in toilets and showers or across doorways and access passages is not permitted and can present a health and safety risk.

Any hazardous items (i.e. cleaning products, gas bottles etc) must be stored correctly and in a safe and secure place, away from general public access and out of reach of children. All cleaning chemicals should remain in their original container and be locked in a secure cupboard.

Food items and alcohol must also be stored appropriately during the hire period however no items should remain in the facility once the hire finishes.

### *Security and Locks*

Hirers are responsible for the security of facilities during their use/hire period and will be liable for the cost of missing padlocks and the replacement of locks for missing keys. Facilities with swipe card access must promptly notify Council if cards are misplaced to ensure that they are decommissioned and reissued. Facility Managers/ Booking Officers and/or Hirers are not permitted to duplicate keys, add additional padlocks or change locks to the facility.

Facility Managers/Booking Officers are responsible for ensuring that all Hirers comply with security measures and have secured the facility in an appropriate manner after their use.

### *Key &/or swipe card allocation*

For one off hires it is recommended that keys are not distributed. If it is deemed appropriate to provide keys to a hirer, the Facility Manager/Booking Officer is responsible for the allocation of keys to Hirers who are using the facility and for maintaining a signed and dated register of keys distributed to Hirers to track the allocation of keys. Full responsibilities are detailed in the Maroondah Key Policy – refer Appendix 6.

The Hirer will be provided with facility keys at the Pre-Hire Inspection with the Facility Manager/Booking Officer and a Key Allocation Form must be signed at this time.

The Hirer must return all facility keys at the time of the Post- Hire Inspection with the Facility Manager/Booking Officer and sign the keys back in on the Key Allocation.

Should Hirers request additional keys or swipe cards, the request is to be forwarded to Council’s Sport & Recreation Officer by the Facility Manager/ Bookings Officer for consideration. For physical keys the cost of additional cuts will be charged to the Hirer requesting them.

Any loss of keys or swipe cards should be reported to Council’s Sport & Recreation Officer immediately. If the facility has keyed locks, the responsible Hirer will be charged the full costs associated with re-keying the whole facility in the event of any keys being misplaced, stolen or other events that will compromise the security of the facility. For facilities with swipe access, timely Council notification is essential to ensure that the card is decommissioned.

Council advises that no keys be left on public display within facilities (other than ‘L’ padlock keys that are required for emergency access to grounds), and keys given to Hirers are not to be tagged identifying them with the facility.

Council reserves the right to undertake key audits on all buildings owned by Council. Facility Managers/Booking Officers are responsible for coordinating all Hirers holding a Council key to attend and present keys, where advised by Council for the purpose of a facility key audit.

Any keys unaccounted for and/or without a completed Council Key Register Form, Facility Managers/Booking Officers will have a week to produce the key and complete a Key Register Form, otherwise re keying of the facility will be undertaken.

Under no circumstances are keys to be loaned to any club, organisation, school or person without completion of the Council’s Key Register and Hire Agreement.

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### *Cleaning*

Where facilities are not directly managed by Council, it is the responsibility of all Hirers using Council facilities to leave facilities, toilets and grounds in a clean and tidy condition immediately after EACHuse, and to ensure that the facilities are securely locked before leaving to prevent damage to the facilities.

Where applicable, Facility Managers/Booking Officers are responsible for monitoring that all Hirers comply with cleaning requirements and have secured the facility in an appropriate manner after their use. Facility Managers/Booking Officers must provide appropriate cleaning materials and apparatus and clearly articulate safe usage & storage.

If Hirers have not cleaned the facility to the Council and/or the Facility Manager/Booking Officers expectations then works will be undertaken to rectify any noted matters, with full costs charged to the responsible Hirer via bond retention.

### *Rubbish*

Each facility within Maroondah is allocated a set number of waste bins to cater for the removal of general public waste in certain cases recycling bins are also provided. If additional waste is generated by the Hirer, it is the responsibility of the Hirer to ensure its removal.

It should be noted that all bins (waste and recycling) remain the property of Council, and may not be relocated, altered or tampered with in any way without the prior permission of Council.

Facility Managers/Booking Officers requiring additional bins for special events should contact Council's Waste Management Department at least 10 days prior to an event. Note that fees for additional bin collection do apply.

### *Use of Council Facilities for Major Events*

Hirers planning to use a Council facility for a large event must submit an application form via Council’s website and approval must be sought from Council. A major event would be considered to be any function that has the potential to have significant impact upon other users, neighbouring residents or places of business. The event may have the potential to attract large numbers of participants or attract media attention. Council’s Community Events Officer will advise whether additional processes are required to be undertaken prior to approval. If you are unsure whether the hire request would require this additional step to be undertaken please contact the Community Events Officer for advice on 9294 5561.

Council approval will only be issued if an application is made to Council within the required timeframes. In most cases this is 28 days prior to the proposed event date, however for events such as festivals / community celebrations, events requiring road closures, or additional infrastructure a minimum of six months notice is required.

## FACILITY MAINTENANCE AND DAMAGE CONTROL

A great part of a Facility Manager/Booking Officer’s time is spent maintaining facilities and liaising with Council to ensure maintenance is carried out. Unfortunately damage to facilities through vandalism is an ever present issue. Facility Managers/Booking Officers play a vital role in minimising the effects of vandalism.

### *Maintenance*

Facility Manager/Booking Officers who manage facilities are responsible for various maintenance requirements of the facility. Specific details are outlined in each Facility Managers/Booking Officers occupancy agreement with Council. In general, Facility Managers/Booking Officers are not expected to manage major structural damage or repairs to Council buildings, large scale maintenance jobs, vandal damage or emergency lighting and fire extinguisher systems, which are required to be kept in working order by law.

####  *The process of reporting maintenance items for community managed facilities*

Facility Managers/Booking Officers should notify Council immediately of any internal and external maintenance issues that are Council’s responsibility. Please email the relevant Council contact for your facility (refer page 4) and, if urgent, follow up with a telephone call to Council to ensure that Council is alerted to the issue as soon as possible. Some external Council responsibilities include playgrounds, park equipment, permanent barbecues, public toilets, fencing and the maintenance of car parks and access roads and associated drainage etc.

### *Damage*

#### Graffiti and vandalism

Council is responsible for the removal of graffiti or repair of vandalised items on the exterior of Council facilities. Please contact Council to report any matters.

The Hirer must:

* ensure all persons using the facility behave in an orderly manner and do not cause damage
* complete and submit an Incident Report Form for each incident of damage occurring during the hire period. Completed forms are to be provided to the Facility Manager/Booking Officer as soon as possible and a copy returned to the hirer.
* ensure the floors, walls, curtains or any part of the facility or any fittings or furniture shall not be broken, pierced or damaged in anyway, including by the use of adhesive tape.

If damage is caused by a Hirer the Facility Manager/Booking Officer is required to charge the Hirer for the full cost of the repairs. The Hirer must not attempt to carry out any repairs to damage caused.

Should a Hirer not leave a facility in the same condition as they found it, this may jeopardise return of any bond monies if applicable, and any future use of the facility.

### *Communication of information*

Council will aim to provide ongoing and up-to-date information to the Facility Managers/Booking Officersthat will assist in the day to day running of Community facilities managed by Community Organisations. This will be done via email, Council’s website and post. Additionally information sessions and workshops will be offered on a range of topics to meet Facility Managers/Booking Officersneeds.

## DEFINITIONS

Terms within the Community Facilities Hire Handbook requiring definition or explanation are:

***Council***

Maroondah City Council including employees, agents and Ward Councillors

***Regular Hire***

Any community organisation, group or individual that hirers a Council owned facility on an ongoing basis for a specified minimum number of bookings.

***Casual Hire***

Any community organisation, group or individual that hirers a Council owned facility once-off or for a specific occasion.

***Facility Managers/Bookings Officers***

The office bearer from the facility managing body or an appointed person with the responsibility of hiring the facility. This person may be a Council employee, paid community organisation employee or volunteer. Each Officer must have attended a bi-annual Council training session or 1:1 Council training session.

***Hirer***

The community organisation or group representative, or individual specified in the Hire Agreement Form and where it is consistent with the context, includes the Hirer’s employees, agents, invitees and persons the Hirer allows in the facility.

***Community Organisation/Groups***

A not for profit organisation that exists exclusively for charitable purposes or as an amateur sporting group, arts, craft or other special interest group established for the benefit of the community of the Maroondah City Council.

***Hiring of facilities*** refers to use of a Council owned or managed facility on a single, irregular or regular basis for the purpose of a sporting activity, meeting, *function*, party.

***Council facility*** means a sports field, reserve, pavilion or other building owned or managed by Council directly or indirectly.

***Function*** is defined as the gathering of people for a social and/or informative/education event however does not extend to being a celebration i.e. not a party.

A ***meeting*** is defined as the gathering of people, usually in a seated formation for the purpose of discussing business.

***Parties*** are defined as the gathering of people for the purpose of celebrating.

## **APPENDICES**

## Appendix 1: Maroondah Community Facilities Hire Agreement Proforma

## Appendix 2: Community Facilities Hire Bookings Checklist

## Appendix 3: Community Facilities Hire Induction Checklist

## Appendix 6: Maroondah Community Facilities Key Policy and Allocation Form

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| --- |
| **Download current documentation and forms from** [**www.maroondah.vic.gov.au**](http://www.maroondah.vic.gov.au)**- Community & business/Community involvement and Facilities/Community Facilities lease, licence and seasonal agreements**  |

**APPENDIX 1**- **Maroondah Community Facilities Hire Agreement Proforma**

**Located on Council’s website www.**maroondah.vic.gov.au

**APPENDIX 2- Community Facilities Hire Bookings Checklist**

* **For Facility Managers/ Booking Officers**

|  |  |  |
| --- | --- | --- |
|  | **🗸** | **Handbook Reference** |
| **Stage 1** |
| Provide potential Hirer with the following: |  |  |
| * Community Facilities Hire Agreement Form
 |  | Appendix 1 |
| * Information regarding relevant licences and permits
 |  | 7.4, 7.5, 9.4, 9.5 |
| **Stage 2** |
| Obtain completed Hire Agreement and copy of public liability insurance certificate of currency (If applicable) |  |  |
| Assess application & notify potential Hirer of application outcome. |  | Section 4 |
| If successful obtain minimum 20% Booking Deposit. Issue a receipt and/or written booking confirmation. |  | 6.2 Deposit7.3.1 Public Liability Insurance |
| **Stage 3** |
| Obtain copies of any of the following relevant permits: |  |  |
| * Party Safe Registration (if applicable)
 |  | 7.4 The Victoria Police Partysafe Program |
| * (If selling food) Food Handling Permit and/or Certificate of Registration & Public Liability Insurance Certificate of Currency
 |  | 9.4 Food Safety |
| * Supervision & security arrangements (if applicable) Compulsory for all teenage parties and 21st birthday celebrations.
 |  | 7.5 Security |
| Obtain Bond and balance of Hiring Fee less Booking Deposit |  | 6.3 Bond |
| **Stage 4** |
| Undertake facility walk through ensuring facility and equipment to be provided to the Hirer is adequately clean, in safe condition and secure. |  | 7 Risk Management |
| Conduct Pre-Hire Inspection, facility induction and handover of keys, ensuring Hirer signs Key Allocation Form and is aware of key return process |  | 8.1 Compulsory Facility Induction9.9 Key Allocation |
| Conduct Post-Hire Inspection, collection of Incident/Accident Report Forms (if applicable) and collection of keys ensuring the Key Allocation Form is signed. |  | 7.2 Incident Report Forms |
| Submit Incident/Accident Report Forms (if applicable) requiring further investigation to Council and report any hazards and/ or required maintenance |  | 10.1 Facility Maintenance & Damage Control |
| Return Bond less any required amounts.  |  | 6.3 Bond |
| Document rationale for bond retention including photos of damage and receipts of required works undertaken and/ or purchases made. |  | 6.3 Bond |

**APPENDIX 3 - Community Facilities Induction Checklist**

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| --- |
| Hirer Name: |
| Organisation: |
| Booking Manager: |

|  |
| --- |
| 🗆 Wash & Toilet facilities |
| 🗆 Location of First Aid facilities  |
| 🗆 Location of emergency exits & fire extinguishers |
| 🗆 Location of evacuation plan/s |
| 🗆 Role & responsibility of hall hirer in evacuation |
| 🗆 Evacuation Assembly Points |
| 🗆 Incident Reporting procedures🗆 Provide copy of incident reporting form with conditions of hire |
| 🗆 Hall hirer responsibilities, safe use and storage of cleaning equipment |
| 🗆 Facility security procedures |
| 🗆 Waste management responsibilities |
| 🗆 Emergency contacts* Emergency Ambulance, Police, Fire
* Urgent facility issues
 |
| 🗆 Key register form & implications of loss  |
| 🗆 Use of heating /cooling /equipment |
| 🗆 Location & safe use and storage of tables / chairs  |
| 🗆 Decorating Guidelines |
| Conducted by (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(sign)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: / /Hirers signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: / / |

**APPENDIX 4 - Community Facilities Key Policy & Allocation Form**

**Located on Council’s website www.**maroondah.vic.gov.au