



## ROOM HIRE- GENERAL CONDITIONS OF USE- August 2018

It is the Hirer’s responsibility to read these General Conditions of Use carefully and ensure they understand each section, and seek clarification if any section is unclear.

Hiring is with and through Rosebud West Community Hub Ltd trading as Seawinds Community Hub (referred to in this Document as “The Hub”).

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The Hub reserves the right to include other restrictions and requirements on the use of the Hub at its sole discretion and without being required to offer any explanation

Any person committing a breach of any one or more of the Conditions of Use of the building or noise is liable to be expelled from the building and the booking cancelled.

In the event of any dispute or difference arising as to the interpretation of these Conditions, or of any matter or thing contained in the document, the decision of The Hub, shall be final.

## Conditions of Use by Hirers

### Fees

The fees shall be in accordance with the schedule agreed to with the Hub. Fees may be paid by cash, bank transfer or by Credit or debit card.

### Bond

A Security Bond may be payable for bookings depending on the type of activity / training/ event. The Security Bond is held in as a guarantee of compliance with the Conditions of Use and is security against damage to the building, fittings, windows or furniture and for any additional cleaning caused by the user or any catering staff, etc. Should the conditions not be complied with, the Security Bond or part thereof will be forfeited and become the property of The Hub as liquidated damages.

### Cancellations

#### a) **By Rosebud West Community Hub Ltd**

Whilst we will do all we can to prevent this situation, the Hub reserves the right to cancel any booking, and accepts no liability whatsoever if this action is taken. However, should it be necessary to cancel any booking for this reason, all fees paid for room use, and any Bond paid, will be refunded.

#### b) **By The Hirer**

Cancellations under twenty one (21) clear days prior to the booking date will incur a fee.

### Damage and the User's Responsibility

The Hirer shall be responsible for the costs of repairing all damage to the building, fixtures, fittings, and contents (fair wear and tear accepted) incurred during the use of the room.

The floors, walls, windows, blinds or any other part of the building or any fittings or furniture, shall not be broken, pierced by nails or screws or in any such manner or in any other way damaged, and no notice, sign, advertisement, scenery, stage property, decorations, electric light installation or fittings of any kind shall be erected in the building, brought into the building or attached or affixed to the walls, doors or any other portion of the buildings fittings of furniture without prior consent of 'the Hub' Management

If consent is granted, these together with any appliances or fittings, shall be removed immediately from the building on termination of the hire.

### Insurance – Regular and Non-Regular Users

The User shall not neglect to do, or permit to be done or left undone, anything which will affect insurance policies of Rosebud West Community Hub Ltd's (The Hub) or the Mornington Peninsula Shire relative to fire or public risk in connection with the building. The User agrees to indemnify The Hub and the Shire to the extent that such policies are affected through any such act of commission or omission.

**For Non-Regular Users**, the Hub has in place a Miscellaneous Hirer's Policy for public liability insurance only which is in The Hub's name and provides some protection for public liability.

**For Commercial and Regular Users** it is the responsibility of the hirer to arrange any additional insurance such as public risk/liability or property insurance etc. The Hirer must provide a Certificate of Currency prior to gaining access to the Hub.

### Keys, Codes and Security

Hirers will be given a temporary code to access the building, and a briefing in regard to the security system.



On departure, please walk through the building to check if you are the last group to leave the building - and, if so, reactivate the alarm. Keys are to be returned to the Key Safe (located adjacent to the front door).

## OH&S

Please notify us immediately of any incidents or OH&S issues that may arise.

Please take note of emergency procedures / exits and ensure members of your group are also aware.

Please telephone 000 in case of emergency.

A Defibrillator is located in the Entrance Foyer of the Hub (below the clock), and a first aid box is located near Room 12.

## After-Hours Contact

Should any building maintenance problems arise outside normal business hours please contact the Mornington Peninsula Shire 1300 850600 (24 hours).

For problems with security system please call 1300 844 844.

## Use of Space and Equipment

The Hirer is not to use or operate any Hub equipment other than that specified in the written Agreement. The Hirer is responsible for providing all supplies and materials necessary for their activity.

All activity must be confined to the room/area assigned. The Hirer or members of a Hirer's 'group' is not to enter any area other than those identified (and paid for) as part of the Agreement.

## Kitchens and Tea and Coffee Facilities

It is the responsibility of the hirer to ensure they meet all food safety requirements under the Health Act and, when appropriate, have current Food Handlers Certificates.

Tea making stations (including continuous hot water, and refrigerator) are located in Multi-Purpose Room 1, 'Donation Room'. Other rooms have a sink, use of a kettle, etc. Please provide your own tea and coffee, etc., unless prior arrangements have been made with 'The Hub'.

The rooms are too small for catering purposes. Catering may ordered from the Seahorse Coffee Shop (in the building) or be brought in but needs to be delivered just prior to eating or supplied in refrigerated containers. No food storage is available.

## Parking

There are forty car parking spaces available at the Hub for your usage on a first come first served basis. Please do not park a vehicle in the 'loading bay' at the front door of the Hub or on the grass or in other areas that are not designated for parking.

## After Use – Clean Up, Turning off all lights, heaters, air conditioners, locking doors (where applicable)

The Hub is a communal space for the use of community members and therefore does NOT have staff to clear, clean and put away. At the close of an activity, the Hirer is required to return furniture to the same position as it was at start of hire. Please leave room(s) in clean condition. All decorative material, broken material (including glass), goods, left-over materials, left-over milk, food etc should be removed.

Please the kitchens in a clean and tidy condition, all fixtures and utensils in good order and clean condition, and place your dirty dishes/cutlery in dishwasher and rubbish in the bin provided.

If areas are not left in original condition after an event, and in a usable condition, a fee for clean-up and any remedial works will be charged to the Hirer.



### Hub Access

All authorised Hub staff, Officers, Cleaning and/or the Maintenance Contractors shall, at all times, be entitled to free access to any and every part of the building at any time.

### Legal Compliance

Users will ensure all activities comply with local, state and Federal laws and/or regulations.

Alcoholic beverages, tobacco products or other drugs in or around the Hub environs is prohibited.

It is strictly against the law to smoke within 200 metres of a Child Care facility

### Supervision of participants,

Supervision is the responsibility of the Hirer.

### Obstructions

The Hirer shall comply in every respect with the regulations under the Health Acts with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any other part of the buildings. Any person causing an offence against such regulations shall be removed from the building.

### Performing Rights

In the case of a dramatic or other performance, the hirer must not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such right, or rights, and the hirer hereby indemnifies The Hub against any claim for breach of copyright in connection therewith.

### Police or Security Presence

The hirer shall, when directed by a The Hub or the Mornington Peninsula Shire representative, arrange for Police or Security to be in attendance.

### Time Required for Booking

Use of the room as authorised is to be for the agreed times only. At the time of bookings, please remember to include the time required for set-up and pack up after the event/activity. Pack up includes returning furniture to position, cleaning up dishes, food, sinks, etc.

The Hub reserves the right to charge an additional fee for cleaning.