

Terms and conditions

Hire of a Community Hall



9243 8888

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A. Community halls

Moonee Valley City Council ("Council") provides the community with access to facilities to encourage social and physical activities. Council aims to ensure that a range of user groups and/or individuals have fair and equitable access to Council's community facilities.

Council is committed to providing a range of well maintained, well managed and appropriately designed and located Community Halls. These facilities provide spaces for a diverse mix of activities and provide opportunities for all and encourage community connectedness, participation in community life and enhance individual and community wellbeing.

Council expects any community group or individual entering into an agreement for the use of a Community Hall ("Hirer") to respect and comply with the following guidelines in order to ensure accessibility for all:

- [Equal Opportunity Act 2010 \(Victoria\)](#)
- [The Victorian Charter of Human Rights and Responsibilities Act 2006 \(Victoria\)](#)
- [Racial Discrimination Act 1975 \(Commonwealth\)](#)
- [Sex Discrimination Act 1984 \(Commonwealth\)](#)
- [Disability Discrimination Act 1992 \(Commonwealth\)](#)
- [Racial and Religious Tolerance Act 2001 \(Victoria\)](#)

B. All hirers

The terms and conditions set out in this document apply to the hire by any community group or individual entering into an agreement for the use of a Community Hall ("Hirer").

The Community Halls managed and maintained by Council are:

[Avondale Heights Community Precinct – Stadium](#)
69-89 Military Road, Avondale Heights. Melway ref 27 E7

[Bowes Avenue Community Hall](#)
27-31 Bowes Avenue, Airport West, Melway ref 15 K9

[Bradshaw Street Community Hall](#)
9-11 Bradshaw Street, Essendon. Melway ref 28 B3

[Canterbury Street Stables](#)
49-53 Canterbury Street, Flemington. Melway ref 28 J11

[Cooper Street Community Centre](#)
101 Cooper Street, Essendon. Melway ref 28 C1

[Doutta Galla Community Hall](#)
51-53 Kerferd Street, Essendon North. Melway ref 16 D11

[Emerald Street Community Hall](#)
1-15 Emerald Street, Essendon West. Melway ref 28 A3

[Neil Heinz Pavilion](#)
56 Lake Street, Avondale Heights. Melway ref 27 D4

[Ratcliff Community Hall](#)
1A South Road, Airport West. Melway ref 16 J7

[Strathmore Heights Community Hall](#)

1 Boeing Road, Strathmore Heights. Melway ref 16 C5

[Woodlands Park House](#)

32 Winifred Street, Essendon. Melway ref 28 F1

All Community Halls are owned and maintained by Council.

Hirers, both individuals and community groups who hire a Community Hall on a once off basis ("Casual Hirer") and community groups or organisations that hire a Community Hall on a recurring basis ("Regular Hirers") are invited to apply for Community Hall use according to these terms and conditions. Council however reserves the right to refuse any application for hire of Community Halls from any Casual as well as Regular Hirer without providing a reason.

Hiring process

1. Application for hire

- 1.1 All requests for Community Hall hire must be made in writing using the appropriate application form.
- 1.2 The completion of the application form is an invitation to apply for Community Hall use and does not necessarily mean approval will be given.
- 1.3 The application form must be completed and signed by the Hirer. Having signed the application form the Hirer undertakes to comply with and use their best endeavours to ensure compliance with the terms and conditions as set out in this document.
- 1.4 Upon receiving the application form, Council may at its discretion refuse to accept any application for hire of any Council owned Community Hall.
- 1.5 Any approval or denial of the application for hire will be given to the Hirer in writing.
- 1.6 Where an application for hire has been approved in writing by Council ("the Booking"), Council at its discretion may cancel the Booking if no payment has been received by the due date.

2. Fees and charges

- 2.1 Fees and charges for Community Halls are set annually by Council.
- 2.2 All fees charged contribute to the cost involved in operating the Community Halls including utilities, cleaning and maintenance.
- 2.3 The fees for Community Halls can be paid online, by bank cheque, cash, Visa or MasterCard.

3. Out of hours emergency contact

- 3.1 Emergency contact numbers:
Fire, Police and Ambulance: 000
Council: 9243 8888
A call out fee may subsequently be charged to the Hirer should Council deem that the call out was not an emergency.

4. Bookings permitted in halls

- 4.1 The types of bookings that are permitted in Community Halls include (but are not limited to):
- Community activities
 - Fundraising events
 - Information sessions
 - Educational activities
 - Children's birthday parties (up to 12 years old)
 - Commercial activities of community benefit e.g. cake stalls, craft markets
- 4.2 The use of loose helium balloons or open flame cookers e.g. spit roast cookers (inside or outside of building) are not permitted.
- 4.3 Any other booking request will be assessed on an individual basis in terms of venue suitability and risk management.
- 4.4 Council recommends that footwear is worn in the facility at all times.

Facility use

5. Community Hall access

- 5.1 Under no circumstances is the Hirer to access the Community Hall for purposes other than the approved use.
- 5.2 The Hirer is only permitted to access the Community Hall for the specific time allocated on their application form.
- 5.3 Under no circumstances is a Hirer permitted to enter the Community Hall before the specified time or leave later than the specified time.
- 5.4 If a Hirer is found to have entered the building earlier or stayed later than their allocated time they may be charged for the additional hours in the building.
- 5.5 Community Halls are installed with an electronic lock system and access is gained with a electronic card. Hirers will only have access during the time requested on their application form. This includes set up and pack down time.
- 5.6 Any swipe card issued to the Hirer is to remain in control of the Hirer and is not to be transferred.
- 5.7 Council reserves the right to charge for the replacement of any swipe card lost or damaged.

6. Set up

- 6.1 It is strictly forbidden for any person to use screws, nails, tacks, adhesive fasteners (including masking tape) or other attachments in/on any part of the floors, walls or ceiling of any building.
- 6.2 All consumables and cleaning items (tea towels, dusting cloths, broom and mop etc.) are to be provided by the Hirer.
- 6.3 Kitchen access is included in rental. Hirers are to provide their own refreshments, crockery, cutlery, pot and pans etc. where required.
- 6.4 Hirers are to include set up time on their application form.

7. Pack down

- 7.1 The Hirer is responsible for leaving the building in a clean and tidy condition and all furniture is to be replaced where found. A condition report will be supplied with the electronic card upon collection.
- 7.2 The Hirer is responsible for leaving the facility clean and tidy. This includes:
- All rubbish being placed in the bins provided. If all bins are full Hirer is required to take rubbish with them. The Hirer is to provide plastic garbage bags and cleaning products.
 - All surfaces including tables, chairs, stove and sinks to be wiped clean.
 - All chairs to be wiped down, stacked and placed in the area they were found.
 - All floors to be swept clean and mopped.
 - The Hirer is responsible for providing their own cleaning products and equipment for the cleaning of the facility at the conclusion of each session.
 - All decorations are to be removed, including blue tack and pieces of string.
 - Users are responsible for ensuring that all windows and doors in the building are securely locked before leaving.
 - All appliances and lights must be turned off.
 - Hirers are requested to respect local residents and please ask guests to leave quietly.
- 7.3 The Hirer is responsible for locking all doors and activating the alarm system (where applicable) at the end of the booking.

8. Damage

- 8.1 All breakages and damage must be reported promptly to Council so that repairs can be made. Compensation for damage will be required.

8.2 An audit of the Community Hall will be conducted after the booking. In the event that the Community Hall is found either damaged and/or in an untidy and/ or unclean condition, any necessary repair, cleaning or removal of rubbish fee may be charged to the Hirer.

9. Smoking / liquor / gambling / illegal substances

9.1 Smoking is not permitted at any Community Hall. It is the Hirers responsibility to enforce this condition. In the event that the smoke alarm goes off and the fire authorities attend the premises the Hirer is liable to pay a fine.

9.2 No drugs or illegal substances are allowed on the premises.

9.3 Gambling or liquor sales in any form are not permitted unless the necessary permits have been obtained by the Hirer, a copy of which must be presented to Council if requested.

9.4 Agreements for the provision of alcohol must be obtained by completing the request for consumption of alcohol section of the Application Form.

9.5 Hirers who are granted permission to consume alcohol in a building must ensure that any remnants of alcohol are removed from the premises.

9.6 Hirers who are found to have alcohol on the premises without prior approval will risk termination of the hire agreement and additional penalties.

10. Obstructions

10.1 The hirer shall comply in every respect with all Acts and Regulations with regard to public buildings, for the prevention of overcrowding and obstruction. Gangways, passages, stairways, corridors and exit doors of any part of the building are to remain free from obstruction at all times.

10.2 Fire extinguishers are not to be relocated or covered.

10.3 Any person causing an offence against such regulations shall be removed from the building and a penalty may be incurred.

11. Sale of goods

11.1 Goods are not to be sold on the premises unless appropriate permits have been obtained by the Hirer and notification given to Council. Hirers are required to provide their own insurance for goods/products intended for sale or display.

12. Theft / vandalism

12.1 Neither Council nor its officers shall be liable for any loss or damage sustained.

12.2 The Hirer indemnifies Council against any claim by any such person, firm or corporation in respect to such article or thing.

12.3 Vandalism will not be tolerated in the building or surrounding areas.

12.4 Should a member from a group/organisation be caught vandalising or defacing property, they will be banned from the Community Hall and it will be the onus of the Hirer to cover all costs of the damages caused.

12.5 The Hirer must enforce this condition at all times.

13. Vehicle access / parking

13.1 Vehicle access to service entry points is restricted to loading or unloading of goods.

13.2 Parking is restricted to car park areas only and not permitted in driveways, grassed or other areas of the facility.

13.3 Hirers are to ensure that guests are aware of parking restrictions around the Community Hall. Guests parking in restricted areas are liable for the payment of fines.

13.4 There is no provision for extra parking or changing current parking restrictions.

13.5 Hirers are to be aware of special events in the municipality throughout the year where parking restrictions may change or be limited i.e. events at Melbourne Showgrounds, Flemington Racecourse and events at local sporting ovals or parks.

14. Municipal functions

14.1 Council reserves the right to cancel any booking at a Community Hall when the same is required for Council functions, municipal elections, State or Federal Government elections and as required under the Municipal Emergency Plan and notwithstanding that the Community Hall may have been accepted and signed and the hire fee paid.

Other

15. Supervision and behaviour

15.1 Hirers must be over 21 years of age.

15.2 Where functions are attended by persons under the age of 21 the Hirer will be the person responsible for actively supervising the function.

15.3 No obscene, insulting language or disorderly behaviour shall take place in or around the facility.

15.4 The Hirer shall request guests to leave the premises in a quiet and orderly manner.

16. Entertainment

- 16.1 Amplified music and public address systems must be kept at a reasonable level.
- 16.2 It is the responsibility of the Hirer to ensure that noise from any activity does not cause nuisance to residents in the vicinity of the facility.
- 16.3 Should complaints of excessive noise be received by Council that exceeds the EPA limits hirers will put at risk their booking.
- 16.4 Hirers are not permitted to have live bands or DJ's.

17. Amusements

- 17.1 To comply with Council's insurance requirements, jumping castles are not permitted inside a building.
- 17.2 For private events, Council will not permit animal farms, amusements or vehicle access to parks and reserves.

General conditions

18. Accountability

- 18.1 The Hirer shall ensure the actions or inaction of users of the Community Hall do not breach Council's Property Insurance policy conditions.
- 18.2 The Hirer shall minimise realistic property risk exposures e.g. arson/fire, theft/burglary, storm/water damage by promptly reporting damage and hazards to Council.
- 18.3 The Hirer shall allow access to the Community Hall by Council (at any time) for bona fide purposes e.g. maintenance/risk management inspections.
- 18.4 Council does not warrant that the Community Hall is suitable for any particular purpose and the Hirer shall make their own judgement as to suitability prior to, or on each occasion of using the Community Hall.

19. Privacy

- 19.1 The personal information requested on the application form is collected by Council for reference and identification, mailing purposes, or related and municipal purposes as specified in the [Local Government Act 1989](#).
- 19.2 Council may disclose this information to another organisation if required by legislation.
- 19.3 The Hirer understands that the personal information provided is for the above purpose that he/she may apply to Council for access to and/or amendment of the information.
- 19.4 Requests for access and/or correction of personal information should be made to Council in writing.

20. Indemnity

- 20.1 The Hirer agrees to abide by all conditions of use and to indemnify and to keep indemnified Council, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands, damages, death and injuries whatsoever which may be brought or made or claimed against any of them, arising from activity in conjunction with the use of the Community Hall during the period of the hire as stated on the application form.

21. Claims

- 21.1 The Hirer shall be responsible for any accident, loss or damage, or any injury sustained by any persons using any part of a Community Hall and its facilities and equipment during the currency of hiring. Any equipment or articles brought onto the premises by the Hirer are on the premises at the Hirer's own risk. Council will not be held liable.
- 21.2 The Hirer is responsible for workers' compensation or similar insurance over their servants or voluntary workers and for all insurance coverage on goods and services they cause to be brought onto the Community Hall premises. Council will not be held liable for any goods or services owned by any Hirer.

22. Disputes

- 22.1 In the event of any dispute or differences arising as to the interpretation of these conditions, or of any other matter contained therein, the decision of the Council therein shall be final and conclusive.

23. Subletting

- 23.1 The whole or portions of the Community Hall is not to be sub-let nor bookings transferred by the Hirer without the written permission of the Council.

24. Assignment

- 24.1 Hirers that are granted permission to use the Community Halls shall not assign the right of use to any person, organisation or body.

Casual Hirer

The information below is only applicable to a **Casual Hirer**.

A Casual Hirer is an individual or group that hires a Community Hall on a once off or occasional basis.

Hiring process

25. Application for hire

25.1 Upon initial tentative booking Council will post or email an application form, a copy of the terms and conditions and an invoice to the Hirer.

25.2 Any alterations of hours to the initial booking must be made in writing no later than five working days prior to the date of hire.

26. Fees and charges

26.1 The invoice will include the fee for the booking of the Community Hall and the charge for the public liability insurance (unless the Hirer can provide evidence of their own insurance attached to the application form).

26.2 Application with payment must be returned to Council within 14 days from the date of the invoice.

26.3 If payment is not made by this time, Council will assume that the applicant no longer wishes to go ahead with the booking and therefore the Booking will be forfeited.

27. Security bond

All Hirers must provide credit card details on the application form as a security bond.

If the Community Hall is left in an unclean condition or damage is caused by the Hirer, Council retains the right to charge an amount agreed between the Hirer and Council towards costs.

In addition, fees may be imposed by Council should the Hirer not comply with all the conditions hereof, but without prejudice to any right of action by Council against the Hirer for any breach hereof.

28. Public liability insurance

Hirers of a Community Hall must have public liability insurance coverage, which can be purchased through Council.

Hirers who have their own public liability insurance must provide a copy of their Certificate of Currency at the time of lodging the application form.

Policy must indemnify the City of Moonee Valley to the value of \$10,000,000 for all activities associated with the hire.

In the event a claim is made, Council will provide the relevant details to allow the Hirer to work directly with the insurer to process the claim. Council will not be involved except for providing these details.

29. Hours of operation

29.1 Community Halls are available for casual hire Monday to Sunday, from 9am to 6pm.

29.2 Minimum hire of three hours in the morning or afternoon. If lunch period is required then a minimum hire of four hours is applicable.

29.3 Community Halls are located within residential areas. To ensure the quality of life is not unduly affected for residents in the surrounding areas, casual bookings are not permitted after 6pm.

30. Booking cancellation or changes and refund policy

30.1 All cancellations or changes must be made by the Hirer in writing via email to halls@mvcc.vic.gov.au or by mail to Community Halls, PO Box 126, Moonee Ponds VIC 3039.

30.2 Cancellations will not be accepted by telephone.

30.3 The Hirer must give a minimum of ten working days notice to cancel the booking. If less than ten working days notice is given, then hire fees will be retained.

30.4 Cancellations with more than ten working days notice will be refunded less an administration charge (current one hour hire rate).

31. Advertising

31.1 No advertising of any kind is allowed at the Community Halls.

Remember

- You can only access the hall during your allocated time, so remember to include some set up and pack down time.
- You will need to pick up an electronic key from Council's Civic Centre.
- You can't have loose helium balloons or have open flame cookers at the hall (inside or outside).
- You need to bring cleaning items with you e.g. tea towels, cloths, broom, mop etc.
- You can't attach anything to the walls, floors or ceilings - this includes sticky tape, masking tape and pins.

Regular Hirer

The information below is only applicable to a **Regular Hirer**.

A Regular Hirer is a community group or organisation that hires a Community Hall on a recurring basis during the year.

Hiring process

32. Fees and charges

- 32.1 Invoices will be raised at the end of each Victorian school term.
- 32.2 Fees for hiring a Community Hall must be paid in full within 30 days of the invoice date.
- 32.3 Failure to pay by the due date may result in the cancellation of the booking.
- 32.4 Payment options are listed on the reverse side of the invoice.
- 32.5 Regular Hirers who have outstanding fees, will not have their booking renewed for the new booking year and Council has the right to cancel any bookings until full payment is received.

33. Hours of operation

- 33.1 Community Halls are available for hire by Regular Hirers during the following times:

Monday – Sunday: 9am–10pm

[Avondale Heights Community Precinct – Stadium](#)

Monday – Saturday: 6am–10pm

Sunday: 9am–10pm

- 33.2 Minimum bookings of 1.5 hours.
- 33.3 The hours of operation are set in accordance with the [Environmental Protection Act 1970](#). This is to ensure that the quality of life is not unduly affected for residents in the surrounding areas.

34. Termination of agreement

- 34.1 Council reserves the right to immediately terminate the hire agreement.

Facility use

35. Maintenance and cleaning

- 35.1 Throughout the year there may be times where the Community Hall will be required for routine and/or emergency maintenance and cleaning. Council will cancel the Booking for this occurrence and fees will be amended accordingly.

- 35.2 Council has the right to enter the Community Hall for inspections at any time.
- 35.3 Council will give a minimum of two weeks notice for any planned maintenance and cleaning.
- 35.4 If emergency maintenance is required and the Community Hall is to be closed, Council will endeavour to accommodate the Hirer's booking at an alternative venue.
- 35.5 When works are to take place, the dates are not negotiable and it is expected that all groups will cooperate with Council.

36. Working bees / clean outs

- 36.1 If groups conduct working bees or clean outs at a Community Hall, it is the responsibility of the Regular Hirer to remove items from the area.
- 36.2 Council is not responsible for removing unwanted belongings from the Community Hall, if Council is forced to do so; it will be at the Hirers cost.
- 36.3 If Hirer cancels all future bookings they must remove all items that may be stored at the facility and return all keys to cupboards and facility to Council. If items are left at facility they will be disposed of within a month of last booking date and a fee for disposal will be charged to the Hirer.

37. Public liability insurance

- 37.1 Regular Hirers of a Community Hall must have public liability insurance coverage and provide a copy of their Certificate of Currency at the time of lodging the application form.

All Hirers must have current public liability insurance coverage indemnifying the City of Moonee Valley to the value of \$10,000,000 for all activities associated with the hire.

38. Advertising

- 38.1 No advertising material is to be put on facilities (including front windows, doors, walls or fences). Personal 'A frames' can be used when activities are running but must be placed in a safe area to prevent injury to patrons and must be packed away after your event.

Remember

- You can't attach anything to the floors, walls or ceilings. This includes blue tack, masking tape, sticky tape, pins, screws and nails.

Regular Hirers checklist

Before booking any Council venues please refer to the below checklist:

- Check facility is suitable to your activities - preform your own risk assessment.
- Do you need storage? This is very limited and may not be available.
- Can your group set up and pack up equipment within the time you have booked?
- Have you organised your public liability insurance?
- After confirming dates and times with Council forward following documentation:
 - Regular Hirer Application Form
 - Current year Calendar with dates circled
 - Certificate of Incorporation (if not for profit group)
 - Copy of current Public Liability Certificate
 - Names of keys holders

After event checklist

After hosting an event at a Council venues please refer to the below checklist:

- Wipe down tables and chairs
- Return tables and chairs to racks and place in store room
- Wipe down kitchen stove, sink and benches
- Remove all items from fridge
- Check toilets for any items left behind
- Sweep and mop floors (including toilets)
- Turn off fans, heaters, and airconditioners
- Put rubbish in bins (or take home if bins are full)
- Make sure all lights, fans, airconditioners and heaters are turned off
- Set alarm (where fitted)
- Return your key and completed survey form to Council (use after hours drop box near Civic Centre front door if required)

We hope you have enjoyed using Council facilities for your event.

Moonee Valley Language Line

عربي	Arabic	9280 0738	Ελληνικά	Greek	9280 0741	Español	Spanish	9280 0744
中文	Cantonese	9280 0739	Italiano	Italian	9280 0742	Türkçe	Turkish	9280 0745
Hrvatski	Croatian	9280 0740	Somali	Somali	9280 0743	Việt-ngữ	Vietnamese	9280 0746

All other languages 9280 0747

National Relay Service 13 36 77 or relayservice.au

Moonee Valley City Council

9 Kellaway Avenue | PO Box 126 Moonee Ponds VIC 3039
 Telephone 03 9243 8888 | After hours 9243 8888 | Facsimile 03 9377 2100
 Email council@mvcc.vic.gov.au | Website mvcc.vic.gov.au

