

Terms and Conditions for Room Hire

opportunity >> growth >> lifestyle

Introduction

Thank you for your interest in hiring a space at Karingal PLACE. Karingal PLACE is a Council run community centre with spaces and rooms that are suitable for community activities, workshops and training programs. The spaces are **not** available for parties and sales events and all requests are subject to approval. Priority is given to local community and not-for-profit groups.

The following document outlines the general terms and conditions of any hire arrangement. We recommend that you read these documents prior to submitting your application.

Application

Bookings are subject to availability and approval via an application process. Applications to hire Karingal PLACE spaces must be made in writing, using the Centre Hire Application Form. To request a copy of the form, please email: karingalplace@frankston.vic.gov.au

The following document outlines the general terms and conditions of any hire arrangement. We recommend that you read this document prior to submitting your application.

- It is essential that the application form be filled out in the name of the person or organisation paying the hire fees.
- The applicant must provide a copy of photo ID demonstrating they are over 18 years of age and a utility bill or similar to confirm full name and address listed on the photo ID.
- The applicant (or nominated individual) must provide a Certificate of Currency/insurance which covers the nominated hire dates.
- The Hirer must circle their nominated hire dates on the calendar included in the Hire Application Form.
- Room hire fees are GST inclusive and are invoiced in advance monthly via email.
- Fees are reviewed by Frankston City Council annually and may increase as of 1st July each year.
- Your application will be assessed and you will receive a response via the nominated email address within 5 business days with priority given to local community and not-for-profit groups.

Viewing a venue

To confirm the venue is suitable for your activity, you may inspect it before submitting an application. To do so, please contact the Centre to arrange a time.

Booking confirmation

Your booking is not complete until you receive an email of confirmation from the Centre. To have your booking confirmed a completed application form must be submitted and all fees and bond need to be paid in full.

Spaces for Hire

Karingal PLACE has spaces available for hire as listed below.

| Room | Description | Rate | Capacity |
|--|--|------------------|-------------------------|
| Stadium | Suitable for events, basketball training and group exercise classes. <ul style="list-style-type: none">• Stadium is only available from 4pm weekdays and 8am – 6pm on weekends.• Please arrange to view Stadium before use. | \$26.00 per hour | Size: 708 250 people |
| Commercial Kitchen Entry via Stadium only. Serving window (into Stadium) | Suitable for small cooking programs. <ul style="list-style-type: none">• 3 ovens and stove tops, 2 sinks• Hot and cold Zip tap• Commercial dishwasher• Large fridge and freezer | \$26.00 per hour | Size: 35 16 people |

Booking time

When a space is hired, the booking time requested must allow a sufficient amount of time for set-up, pack-up and cleaning. Extra time can be charged to the Hirer at an hourly rate, dependent on the availability of the space.

Please note, in the event that a space is vacated earlier than the agreed conclusion time, no refunds or time credits will be issued.

Breaches

Any Hirer found in breach of these terms and conditions, including maintaining the condition of the venue or excessive noise, is liable to be expelled from the venue and the bond forfeited.

Cancellations and refusal to hire

By the Hirer:

Hirers are required to provide at least seven (7) days written notice for all booking cancellations to be eligible for a refund including bond. To notify of a cancellation is in writing only. Please email the Centre karingalplace@frankston.vic.gov.au
If this is not done, the Centre reserves the right to charge the Hirer for any extra chargers incurred. Failure to comply may result in your organisation incurring the costs of hire.

By the Centre:

Karingal PLACE reserves the right to cancel bookings at any time. Should it be necessary to cancel a booking, any payment made for hire including bond will be refunded.

Refusal to hire

The Centre may refuse to hire space on reasonable grounds at its own discretion.

Code of conduct

Hirers and their guests are required to comply with all current laws, regulations and policies.

All people at Karingal PLACE are to be treated with dignity and respect. No smoking, spitting, obscene or insulting language or disorderly behaviour or damage to property is permitted in the Centre.

Disrespectful, offensive or abusive language and behaviour will not be tolerated. An individual may be required to leave and may be denied access to the Centre as a result of such behaviour.

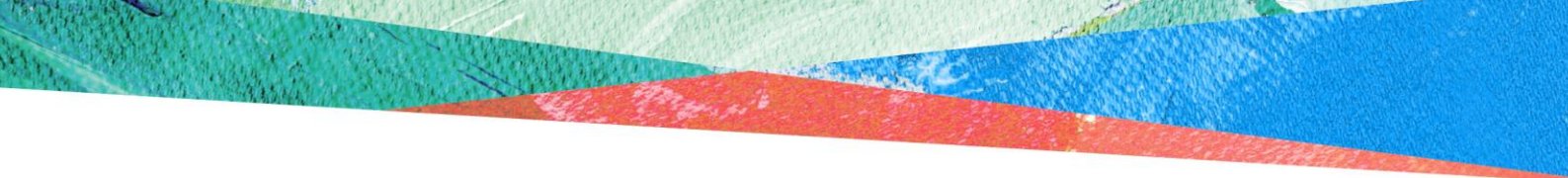
Any illegal behaviour will result in immediate expulsion, full forfeiture of the bond and all illegal activity will be reported to Victoria Police.

Hirer's responsibilities

The Hirer is responsible for:

- Provision of own crockery and refreshments (tea, coffee, milk, sugar)
- Ensuring the space is left clean and tidy, ready for the next Hirer.
- Cleaning up any spillages from tables, chairs, walls and floors. A spill kit is located in <insert>.
- Returning furniture and equipment to original positions.
- Cleaning down all kitchen surfaces, equipment or appliances used.
- Turn off heating/cooling and lights before departure.
- Removal of all rubbish/ food waste and placing in the bins in the bin room

Extra charges may be incurred if heating cooling or lights are not turned off. A cleaning fee may also be charged if the space is not cleaned and rubbish disposed of.



A broom, dustpan, mop and bucket are provided by the Centre. No other cleaning products are provided. It is the responsibility of the Hirer to supply cleaning products and additional cleaning items for the hire period.

Damage, theft or loss

The Hirer is responsible for the costs of repairing damage to the building, fixtures, fittings and contents (fair wear and tear accepted).

If the cost to repair the venue exceeds the amount of the bond, the Centre will seek to recover the costs from the Hirer.

Floors, walls, curtains or any other part of the building or any fittings or furniture, must not be broken, scratched or damaged in anyway. Nails and screws may not be used.

No notices, signs, advertisements are to be affixed to the walls, doors, fittings or furniture or any other portion of the venue without the prior written consent of the Centre.

Indemnity and insurance

Indemnity

The Hirer agrees to indemnify and to keep indemnified, Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's behaviour or purported behaviour of its obligations under the agreement to hire a space at the Centre and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss or liability.

Insurance

The Hirer shall at all times during the hire period be the holder of a current public liability insurance policy in respect of the activities specified for a minimum coverage sum of \$10 million.

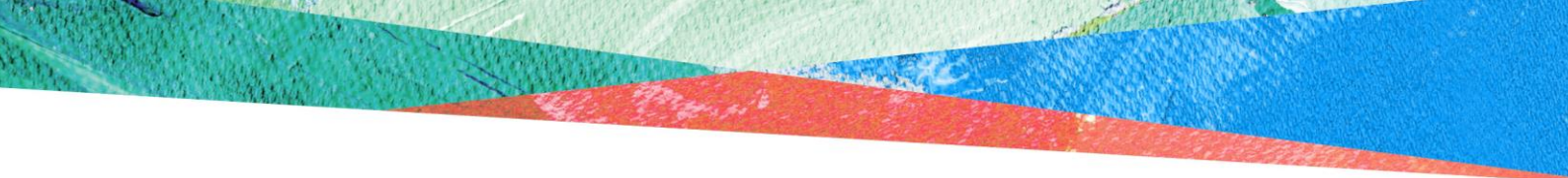
Community groups without public liability insurance may purchase public liability insurance with their booking. This is charged per occasion of hire at a rate of \$15 per session. This option is not available to Recurrent Hirers who hire the venue on more than 52 times in a financial year or for commercial businesses.

Individuals who have house and contents insurance and are hiring the venue for an activity may be covered by this policy. Refer to the terms and conditions of your individual policy to confirm.

A copy of a certificate of currency must be provided in order for the Centre to confirm an applicant's booking.

Building Access

Karingal PLACE operating hours are 9.00am – 5.00pm Monday to Friday. The automatic front entrance door is open during this time and automatically locked at all other times. A staff member may not be available onsite at all times.



Hirers requiring access outside business hours will be allocated a swipe card. Swipe cards are registered to the named Hirer, or nominated representative, and MUST NOT be swapped or given to an unauthorised person.

Collection of the swipe card and induction of its use will be required to be undertaken during business hours. To collect a swipe card you will need to show photo ID and sign to collect it.

In the event that a swipe card is lost or stolen, the Hirer may be charged for a replacement card. Please notify the Centre immediately via email.

Requests for additional swipe cards can be made in writing to the Centre:
karingalplace@frankston.vic.gov.au

Please include the following information in your request:

- The individual's full name
- Their contact details, including their hours of work and
- The role of the person for whom the swipe card is required for.

If approved, please allow at least two (2) business days for the set-up of a new swipe card.

When a Hirer or nominated swipe card holder finishes at the Centre, their swipe card should be returned to staff in person. New swipe cards will be allocated to any replacement staff or facilitators once the request has been processed.

[Kitchen facilities](#)

The Hirer shall leave kitchen spaces, including fixtures, appliances and utensils, in a clean and tidy condition. All rubbish, refuse and waste water must also be immediately removed. If this is not done, the Centre reserves the right to deduct the cost of cleaning and/or rubbish removal from the Hirer's bond or to charge the Hirer for any extra charges incurred.

[Payment of fees](#)

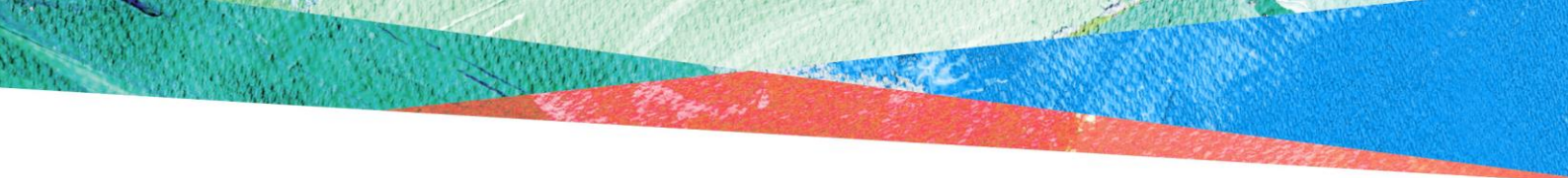
You will receive an invoice via email prior to your booking. If you have any queries about an invoice, please email: karingalplace@frankston.vic.gov.au

[Protection of floors](#)

Hirers must protect the floors from stains, scratches or other damage by covering the floor with suitable floor coverings approved by the Centre.

[Recurrent Hirer's criteria](#)

Recurrent Hirers must comply with the following additional criteria:

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- Recurrent bookings are for a maximum of 12 months, with all hire periods expiring on 30 December each year.
 - Any bond paid will be retained for the total term of the agreement. If the Hirer intends to apply for a subsequent period, the Centre may continue to hold the bond if requested.
 - Hire fees must be paid in advance of any booking dates being issued.
 - Accounts must be paid monthly.
 - Any outstanding fees for the year must be paid prior to the next year's booking allocations being confirmed.
 - Recurrent Hirers using the Centre on more than 52 occasions in a financial year must provide a copy of a current public liability insurance policy with their application to hire (refer to the Indemnity and Insurance section of this document).

Restricted and prohibited activities

Applicants are advised that the following activities are prohibited:

- Consumption of alcohol
- Any activity that has the potential to damage venue flooring
- Candles, sparklers or naked flames
- Pets (assistive dogs allowed)
- Nails or screws to be used in any part of the building
- Behaviour that would cause disruption or disturbance to neighbours or other hirers.
- The application of any substance or material including wax or other liquid to any part of the venue or its fittings

Applicants are advised that the following activities have restrictions:

- Smoking is prohibited inside or within 20 metres of any entrance. All butts must be disposed of appropriately
- The display of birds, reptiles or animals must have prior written consent of the Centre
- Amplified music must have prior written consent of the Centre
- Delivery of goods or equipment have prior written consent of the Centre

Hirers risk losing their bond if it is found that they, or any guest, breach any of these requirements.

Right to access

Any authorised Council Officer and contractor is at all times entitled to free access to any and every part of the Centre.

Supervision of children

Children are required to be adequately supervised at all times. Karingal PLACE asks that you are mindful of others in the building.

Storage of equipment

No personal property or property belonging to a Hirer may be stored in a Council venue without the prior written consent of the Centre.

Any such consent is subject to the Hirer accepting full responsibility for any loss, damage or misuse of the equipment. The Centre does not accept any responsibility for losses or damage, irrespective of the circumstances.

Disputes

In the event of any dispute or difference arising as to the interpretation of these terms and conditions, or of any matter or thing contained in the document, the decision of Council shall be final.

Privacy

Frankston City Council collects personal information for the purpose of processing your application and ensuring compliance with these terms and conditions. If you do not provide this we may be unable to process your application. If you have any questions or concerns please contact Council's Privacy Officer on 1300 322 322 or Privacy.Officer@frankston.vic.gov.au.

Contact Us:

For further information about hire at Karingal PLACE please contact:

| Karingal PLACE Neighbourhood Centre | Frankston City Council |
|---|---|
| A: 103 Ashleigh Avenue Frankston VIC 3199 | A: 30 Davey Street Frankston VIC 3199 |
| P: (03) 8786 6650 | P: 1300 322 322 |
| E: karingalplace@frankston.vic.gov.au . | E: info@frankston.vic.gov.au |
| W: www.frankston.vic.gov.au/KaringalPLACE | W: www.frankston.vic.gov.au |