



Frankston South Community and Recreation Centre

Room Hire Request Terms and Conditions 2025

HIRE TERMS AND CONDITIONS

Access

Frankston South Community and Recreation Centre office hours are 9.00am – 5.00pm Monday to Friday. The doors are automatically locked at all other times. A Centre 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 (usually group facilitator), or nominated representative and must not be swapped or given to an unauthorised person.

A nominated person is required to arrange an appointment and attend the Centre during business hours to collect a swipe card prior to commencement of room hire and undertake an induction to the facility. The person to whom the swipe card is allocated will need to show photo identification and sign to collect it.

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

Requests for additional swipe cards and/or changes to nominated swipe card holders can be made by contacting centre staff.

Booking time and use of space

When a space is hired, the booking time requested must allow a sufficient amount of time for set-up, pack-up and cleaning.

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

Hirers may only use the area that has been booked. The Centre reserves the right to book any other portion of the building at the same time as other bookings.

Breaches

Any Hirer found in breach of these terms and conditions, including not maintaining the condition of the venue or excessive noise, is liable to be expelled from the venue.

Cancellations and alterations to hire

By the Centre

The Centre reserves the right to cancel approved bookings should any urgent facility maintenance work need to be undertaken. The Centre will endeavour to give as much notice as possible should this occur.

By the Hirer

Hirers are required to provide at least seven (7) days written notice for all booking cancellations or alterations. To notify of an alteration or cancellation please email the Centre fscrc@frankston.vic.gov.au. Failure to comply may result in your organisation or nominee incurring the costs of hire.

Refusal to hire

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

Catering, cooking and heating food

The Centre does not provide catering, or recommend a catering business to the Hirer. No crockery or cutlery are supplied. Should the Hirer require catering, they must arrange this directly with a catering provider. It is highly recommended that the Hirer arranges catering to be delivered at break times to keep fresh. All food and drink must be stored in containers provided by the Hirer or caterer. Fridges/freezers in Centre training/commercial kitchens may not be used by hirers to store food.

Cooking and heating of food is not permitted in meeting rooms. These activities are only allowed in kitchenettes using the existing equipment provided. Hirers are not permitted to bring in appliances for cooking or heating food. Please use the designated kitchenettes for any food preparation or heating needs.

CCTV surveillance

Please be advised that the Centre is under 24 hour surveillance with CCTV throughout the building.

Child Safety

Frankston City Council's Statement of Commitment to Child Safety

Council has zero tolerance for Child Abuse. Council is committed to creating and maintaining a Child safe environment where all Children are valued and protected from harm and Child Abuse. Council values diversity and will not tolerate discriminatory practices.

All Children, who attend services, programs, events and spaces that are delivered, owned or managed by Council, have the right to be heard and feel safe regardless of their (or their families') age, gender, race, ability, religious beliefs, sexual orientation or social background.

Council encourages the voices of Children in Council planning, delivery of services, programs and events, procedures and management of facilities. Council's priority is to involve Children in opportunities to influence matters that affect them as active citizens in their community.

Council will endeavour to ensure that Children know who to talk with if they are worried or are feeling unsafe and that they are encouraged to raise such issues.

Hirer's Child Safety Responsibilities

Everyone in the community has a responsibility in ensuring the health, safety and wellbeing of children. As an organisation, club, association or other group or sole operator utilising a Council facility, these responsibilities extend to ensuring your group is complying with all relevant child safety legislation. The Victorian Child Safe Standards are mandatory minimum standards that some organisations (including Council) are required to meet. Your responsibilities under these Standards vary depending on whether the work of your group is deemed as having Direct or Incidental Contact with children:

<i>Direct Contact</i>	<i>Incidental Contact</i>
<p>Direct Contact involves any of the following:</p> <ul style="list-style-type: none"> • Direct care, supervision and/or engagement with children under 18 years • Storing or access to personal information about children under 18 years • Survey or other consultation and engagement processes <p>Direct contact includes contact that is:</p> <ul style="list-style-type: none"> • Supervised • Unsupervised • Face to face • Online • Verbal, written or electronic 	<p>As Council facilities are located in public spaces and utilised regularly by children, all activities that are not deemed Direct Contact are classified as Incidental Contact</p>
<p>If your work involves direct contact your organisation must remain compliant with all of the Standards and report any concerns of child safety. Council may request evidence of compliance prior to or during your tenancy.</p>	<p>All organisations who have Incidental Contact with children must, at minimum, commit to proactively keeping children safe and reporting any concerns of child safety.</p>

If you are unsure about your responsibilities in relation the Victorian Child Safe Standards visit <https://ccyp.vic.gov.au/child-safe-standards/>

If you would like further information about Council's approach to child safety please email childsafefrankston.vic.gov.au.

All concerns of abuse or harm to children must be reported according to the guidelines.

Code of Conduct

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

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

Disrespectful, offensive or abusive language and behaviour will not be tolerated. Individual(s) displaying this behaviour will be required to leave the premises and may be denied access to the Centre as a result of such behaviour.

Any illegal behaviour will result in immediate expulsion from the venue, may incur a fine and all illegal activity will be reported to Victoria Police.

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).

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.

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.

Emergency Management

The Centre's Emergency Response Plan is applicable during business. For any emergency after hours Call '000' and evacuate the building where appropriate and await instruction from Emergency Services.

If your organisation is found to be the reason for a fire alarm activation, any associated costs may be passed onto your organisation.

Hirer's responsibilities

The Hirer is responsible for:

- Ensuring the space is left clean and tidy, ready for the next Hirer.
- Cleaning up any spillages from tables, chairs, walls and floors.
- Returning furniture and equipment to original positions.
- Cleaning down all surfaces, equipment or appliances used.
- Turn off heating/cooling and lights before departure.
- Disposal of all rubbish.
- To ensure that any children under 18 must be supervised by responsible adults at all times.
- Ensuring the building is secure both during and at the completion of hire.
- Ensure you exit the building before the end of your approved hire period.
- Providing their own first aid kits.
- Any additional after hours service fees incurred by the hirer.
- Any electrical equipment brought into the centre should be tested and tagged.

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.

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.

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 (ex GST) 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 (Public Liability Insurance policy) must be provided in order for the Centre to confirm an applicant's booking.

Induction

A nominated person is required to arrange an appointment to meet with Centre staff during office hours for an induction prior to the commencement of room hire.

Injuries and near misses

Any injuries/near misses must be reported to the Centre via email, as soon as possible with all detail including (type of incident, details of incident, date, time, location in the building, equipment and causation factors, facilitator and injured party's contact details). This will enable Centre staff to lodge an Incident and Hazard Report and follow up as applicable/required. Please email:

fscrc@frankston.vic.gov.au.

Kitchen/Kitchenette facilities

The Centre has a kitchenette available for use by hirers. The Hirer shall leave the kitchenette space 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 charge the hirer for any extra charges incurred.

Payment of hire fees

Venue hire fees are charged in accordance with the Centre room hire. Prompt payment is required as outlined in the billing information.

If payment is not received by the due date, Council reserves the right to suspend your hire arrangements at the centre until outstanding invoices are paid in full.

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:

- Recurrent bookings are for a maximum of 12 months, with all hire periods expiring on 31 December each year.
- Invoices must be paid by due date.
- Any outstanding fees for the year must be paid prior to the next year's booking allocations being considered.
- Hirers will be contacted if invoices are not paid by the due date, and may result in access to the building being suspended until satisfactorily resolved with the Centre Coordinator or staff.

Request process

Bookings are subject to availability and approval via the request process.

Please note:

- Priority is given to local community and not-for-profit groups.
- We recommend you visit the venue to determine if the space is suitable for your purpose before submitting a request. To do so, please contact us on 03 9293 7122 or email: fscrc@frankston.vic.gov.au to arrange a time to visit.
- It is essential that the request is filled out in the name of the organisation and/or the persons responsible for the hire fees.
- The request (or nominated individual representing an organisation) must provide an insurance Certificate of Currency (Public Liability Insurance Policy) or arrange insurance through Frankston City Council as outlined below.
- The Hirer must nominate hire dates in the hire request.
- Room hire fees are GST inclusive and are invoiced at the end of the month.
- Fees are reviewed by Frankston City Council annually and may increase at the beginning of the financial year. Hirers will be notified prior to the change.
- Your request will be assessed and you will receive a response within five (5) business days.
- Your request is not complete until you receive an email confirmation from the Centre.

Restricted and prohibited activities

Applicants are advised that the following activities are prohibited:

- Smoking or vaping inside or within 4 metres of the venue entrances.
- Consumption of alcohol on the grounds or premises.
- 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.

Hirers risk incurring a fine if it is found that they, or any guest, breach any of these requirements.

Applicants are advised that the following activities have restrictions:

- 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.

Right to access

Authorised Council Officers, Volunteers and Contractors are entitled to free access to any and every part of the Centre at any time.

Supervision of children

Children are required to be adequately supervised at all times. The Centre 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. A cost may apply to storage.

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.

Privacy Statement

Frankston City Council is collecting the information on this request is for the purpose of registering and administering your request. The information will not otherwise be disclosed except as required by law. In particular, the information will not be disclosed to others for marketing purposes. For further details about how Council handles personal information, or to request access to your personal information, see www.frankston.vic.gov.au or contact Council's privacy officer at 1300 322 322.

Contact Us:

For further information, please contact Frankston South Community and Recreation Centre via:

- Email: fscrc@frankston.vic.gov.au
- Phone: 03 9293 7122
- Address: 55 Towerhill Road, Frankston South VIC 3199

After Hours Contact:

Centre staff are not contactable after business hours.

Emergency contact: 000

Police Assistance Line: 131 444

Building issues: 1300 322 322 (Frankston City Council)