COMMUNITY FACILITIES

CONDITIONS OF USE

FOR

COUNCIL-MANAGED FACILITIES
AVAILABLE FOR HIRE

REGULAR AND CASUAL HIRE ARRANGEMENTS

Phoenix Park Community Centre
Prahran RSL Memorial Hall
Orrong Romanis Recreation Centre
Malvern Community Arts Centre
Penpраze Park Recreation Centre
Stonnington Library Meeting Rooms
Contents

1. APPLICATION ........................................................................................................... 1
2. PARTIES BOUND ...................................................................................................... 1
3. COMMENCEMENT OF AUTHORISATION .................................................................. 1
   3.1. Casual Hire ........................................................................................................ 1
   3.2. Regular Hire ...................................................................................................... 1
4. COMMUNICATION .................................................................................................... 2
5. PURPOSE OF/ LIMITATIONS ON USE .................................................................... 2
6. ALLOCATION PROCESS ........................................................................................... 2
   6.1. General ............................................................................................................... 2
   6.2. Sporting / Recreational Activity Groups .............................................................. 2
7. CONTINUATION OF AUTHORISATION ................................................................... 3
   7.1. Facility Use ......................................................................................................... 3
   7.1.1. Regular Hire ................................................................................................... 3
   7.1.2. Casual Hire .................................................................................................... 3
   7.2. Payment of Accounts ........................................................................................ 3
   7.2.1. Regular Hire ................................................................................................... 3
   7.2.2. Casual Hire .................................................................................................... 3
   7.3. Notification of any Changes and/or cancellations ................................................. 4
   7.3.1. Regular Hire ................................................................................................... 4
   7.3.2. Casual Hire .................................................................................................... 4
   7.4. Security Bond ...................................................................................................... 4
   7.5. Withdrawal of the Facility ................................................................................... 4
   7.6. Condition of Facility .......................................................................................... 5
   7.7. Damage to Property ............................................................................................ 5
   7.8. Disorderly Behaviour and Responsibility of Groups ............................................ 5
   7.9. Keys / Access ...................................................................................................... 6
   7.9.1. Receipt of Keys / Access ................................................................................ 6
   7.9.2. Regular Hire - Additional Keys ..................................................................... 6
   7.9.3. Replacement of Lost Keys ............................................................................. 6
   7.9.4. Return of Keys ................................................................................................ 6
   7.10. Facility Security ................................................................................................ 7
   7.11. Theft ................................................................................................................... 7
   7.12. Safety and Security of Participants .................................................................... 7
   7.13. Casual Hire and/or Special Event Security ....................................................... 7
   7.14.1. Regular Hire ................................................................................................... 7
   7.14.2. Casual Hire .................................................................................................... 7
   7.15. Alcohol Consumption and Liquor Licence ....................................................... 7
   7.16. Games of Chance .............................................................................................. 8
   7.17. Food Registration .............................................................................................. 8
   7.18. Compliance with Law and Directions ................................................................ 8
   7.19. Animals Prohibited .......................................................................................... 8
   7.20. Parking .............................................................................................................. 8
   7.21. Facility Set Up / Down ..................................................................................... 9
   7.22. Storage – Regular Hire ................................................................................... 9
   7.23. Selling of Goods ............................................................................................... 9
   7.24. Signage .............................................................................................................. 9
   7.25. Smoke Free ....................................................................................................... 9
   7.26. Smoke Activating Devices ................................................................................ 9
   7.27. Noise .................................................................................................................. 9
   7.28. Decorations ....................................................................................................... 9
   7.29. Obstructions ..................................................................................................... 10
   7.30. Subletting ......................................................................................................... 10
7.31. Breach of Conditions ................................................................. 10
7.32. Public Liability Insurance (organisations only) .............................. 10
7.33. Indemnification of Council .......................................................... 10
7.34. Termination of Use ........................................................................ 10
8. FACILITY SPECIAL CONDITIONS .................................................. 11
  8.1. Prahran RSL Memorial Hall .......................................................... 11
     8.1.1. Facility Areas of Access.......................................................... 11
     8.1.2. Withdrawal of Facility ............................................................. 11
     8.1.3. Decorations ........................................................................ 11
  8.2. Orrong Romanis Recreation Centre .............................................. 11
     8.2.1. Alcohol Free Facility ............................................................... 11
     8.2.2. Food and Drink ................................................................... 11
     8.2.3. Access to Prahran Netball Association Café / Office ............... 11
     8.2.4. Sports Courts ....................................................................... 12
     8.2.5. Basketball and Netball Rings .................................................. 12
     8.2.6. ‘Slam Dunking’ or Holding the Ring ....................................... 12
     8.2.7. Withdrawal of Facility ............................................................. 12
  8.3. Penpraze Park Recreation Centre .................................................. 12
     8.3.1. Alcohol Free Facility ............................................................... 12
     8.3.2. Food and Drink ................................................................... 12
     8.3.3. Basketball and Netball Rings .................................................. 12
     8.3.4. ‘Slam Dunking’ or Holding the Ring ....................................... 12
  8.4. Phoenix Park Community Centre .................................................. 12
     8.4.1. Facility Areas of Access.......................................................... 12
     8.4.2. Booking Limitations ............................................................... 12
     8.4.3. Access Arrangements ............................................................. 13
     8.4.4. Provision of Security ............................................................... 13
     8.4.5. Clean Up ............................................................................. 13
1. **APPLICATION**

These conditions of use (‘Conditions’), a copy of which will be supplied to the Hirer at the time the usage is agreed to, apply to all and any hire arrangements relating to Council-managed Community Facilities for hire, and in particular the Facility (restricted to any nominated areas) identified by the lodgement and acceptance of an Application for Hire of Council Venues.

2. **PARTIES BOUND**

The parties bound by these conditions are:

City of Stonnington (Council) and

The Organisation or Individual actually using the facility at any time together with individual members of that Organisation (‘Hirer’).

3. **COMMENCEMENT OF AUTHORISATION**

3.1. **Casual Hire**

Use of the Facility is not deemed authorised by Council until the Hirer has returned a completed and signed *Application for Hire of Council Venues* with all relevant supporting documentation, and paid for all charges levied by Council for the booking and/or previous use. Supporting documentation may include:

(a) Evidence of Public Liability Insurance;
(b) A copy of the permit or licence to sell and consume liquor;
(c) A copy of the Hirer’s (or Contractor’s) Food Registration or Temporary Food Permit as may be required by Streatrader; and
(d) Copies of all and any ancillary documentation required as a result of the lodged Application for Hire of Council Venues.

3.2. **Regular Hire**

Use of the Facility is not deemed authorised by Council until the Hirer has returned a completed and signed *Application For Hire of Council Venues* with all relevant supporting documentation, and paid for all charges levied by Council for the booking and/or previous use. Supporting documentation may include:

(a) Evidence of Public Liability Insurance;
(b) Names, addresses and telephone numbers of Officer Bearers or relevant contact persons;
(c) Most recent Annual Report;
(d) Most recent Financial Statement; and
(e) Membership data including:
   - numbers of teams allocated use of the Facility;
   - number of Hirer members; and
   - Player and/or member list including names and postcodes.
4. COMMUNICATION

Good communication is essential to the smooth running of community recreation facilities. The Hirer is required to take the following steps to ensure effective communication with Council:

(a) General maintenance requests should be directed to Council’s Delegate within 24 hours of identification;
(b) Emergency maintenance requests during office hours should be directed to Council’s Delegate or the Service Centre on 8290 1333;
(c) Afterhours emergency maintenance requests should be directed to Council’s After Hours Service on (03) 8290 1333.; and
(d) Matters relating to cancellations or additional usage should be directed to Council’s Delegate.

5. PURPOSE OF/ LIMITATIONS ON USE

The use authorised by these Conditions of Use does not create any tenancy or property rights and is not exclusive. The right is for the Hirer to use the Facility during the day(s) and time(s) stipulated by Council in writing in accordance with these Conditions of Use.

The right of use is not exclusive. Council retains the right to hire all areas which are not allocated to the Hirer at specified times.

Council does not warrant that the Facility is suitable for any or particular purpose and the Hirer shall make its own judgement as to suitability prior to, on each occasion, using the Facility.

6. ALLOCATION PROCESS

6.1. General

Requests for use of Council-managed Community Facilities are assessed based on availability and then in accordance with the following criteria:

(a) Consideration to the intended and/or specialist nature of a Facility and any apparent synergies insofar as the purpose of the hire request;
(b) Alignment of a Hirer’s objectives, along with the purpose of the hire, to Council’s objectives;
(c) Percentage of Stonnington residents utilising the Facility during the hire period;
(d) Historical use of facilities within Stonnington; and/or
(e) The hire purpose is supportive of a healthy, socially connected and physically active community.

6.2. Sporting / Recreational Activity Groups

Requests for use of Council-managed Community Facilities relating to sporting and/or recreational activities including indoor sports and/or physical activity programs are assessed in accordance with the Guidelines specified in the Sportsgrounds and Pavilion Allocation and Charging Policy including:

(a) Degree to which the club/organisation supports junior, female and veterans sport;
(b) Alignment of club/organisation’s objectives to Council’s objectives;
(c) Opportunities for spectators;
(d) Degree to which the occupant has contributed to capital development;
(e) Percentage of Stonnington residents within club/organisation membership;
(f) Level of competition to be played;
(g) Past, present and future financial viability;
(h) Historical use of facilities within the City of Stonnington;
(i) Club/organisation’s ability to optimise usage of facilities: and
(j) Record of tenancy.

7. CONTINUATION OF AUTHORISATION

Continuation of Council’s authorisation to use the facility is conditional upon the Hirer observing all reasonable requirements of Council (whether contained in these conditions or otherwise) including, but not limited to ensuring compliance with the clauses contained within this document.

7.1. Facility Use

The right of use is not exclusive. Council retains the right to hire the Facility on a casual basis. The Hirer shall ensure that they do not interfere with this right.

7.1.1. Regular Hire

The allocation of use for the Facility, for on-going Hirers, is made on an annual basis and applies to the 1 January until the 31 December period of each year.

7.1.2. Casual Hire

The allocation of use of the Facility, for casual Hirers, is restricted to any specific areas nominated on the Hire Request and/or defined by a Facility’s Special Conditions and must commence and finish at the nominated start and end dates and times.

7.2. Payment of Accounts

Usage fees will be applied in accordance with the City of Stonnington’s annual budget.

7.2.1. Regular Hire

All fees and charges must be paid in advance. Invoices for use of the Facility will be forwarded to the Hirer on a monthly basis for the upcoming month. The Hirer is required to pay all accounts within 30 days of billing.

Hirers that fail to pay their accounts within 30 days of billing will not be invited to apply for the regular use of the Facility and will not receive an Application for Hire of Council Venues prior to 31 December.

7.2.2. Casual Hire

All fees and charges must be paid at a minimum of 30 days prior to the allocated hire start date or the booking may be automatically cancelled.
7.3. **Notification of any Changes and/or cancellations**

The Hirer shall ensure that Council is notified immediately, in writing, of any changes and/or cancellations to usage and/or allocated times.

7.3.1. **Regular Hire**

The Hirer shall ensure that all changes and cancellations to the use of the Facility are directed to Council’s Delegate fourteen (14) days prior to the usage date. Changes and/or cancellations will not be deemed acknowledged or confirmed until Council’s Delegate has forwarded written notification to the Hirer.

The Hirer shall pay the total usage fee, for cancellations made fourteen (14) days or less prior to the usage date.

7.3.2. **Casual Hire**

The Hirer shall ensure that all changes and cancellations to the use of the Facility are directed to Council’s Delegate fourteen (14) days prior to the usage date. Changes and/or cancellations will not be deemed acknowledged or confirmed until Council’s Delegate has forwarded written notification to the Hirer.

The Hirer shall pay the total usage fee, for cancellations made fourteen (14) days or less prior to the usage date.

7.4. **Security Bond**

A Security Bond shall apply as:

(a) A guarantee of the fulfilment of the ‘Conditions of Use’;

(b) A security against damage to the building, equipment or any fittings or furniture contained in the building;

(c) A security against any additional cleaning required as a result of the use by the Hirer; and

(d) A security against the disappearance of keys, equipment, fittings or furniture.

The Hirer shall be liable on demand by Council’s Delegate to pay any further amounts in excess of such Security Bond to meet the full cost of repairs, replacement, cleaning and Metropolitan Fire Brigade false alarm callouts due to smoke detectors.

Where there has been no breach of the ‘Conditions of Use’, damage to the building, equipment, fittings or furniture, additional cleaning required to be performed, the Security Bond will be returned to the Hirer.

The balance of the Security Bond after the deduction of the amounts will be refunded to the Hirer.

A Bond will not be returned until any and all keys have been returned to the Stonnington City Centre located at 311 Glenferrie Road, Malvern and signed back into the Key Register.

7.5. **Withdrawal of the Facility**

The City of Stonnington’s General Manager Community and Culture holds the authority to withdraw use of the Facility for any and/or all of the following reasons:
(a) In the event of an emergency situation arising, including the temporary shut-down of services (i.e. water, electricity supply) for emergency maintenance;

(b) The Facility is required to undertake major capital works and/or essential maintenance including the temporary shut-down of services (i.e. water, electricity supply) for emergency maintenance;

(c) The Facility is required for Municipal, State or Federal elections;

(d) Council becomes aware that the program and/or activity proposed to be held or provided by the Hirer is/are objectionable, dangerous, offensive, infringes any copyright or intellectual property rights, is prohibited by laws, or would be detrimental to the community;

(e) The Hirer has not provided adequate insurance coverage;

(f) The Hire Fees and/or Security Bond have not been paid;

(g) The Hirer has not provided any and/or all ancillary documentation required as a result of the Hire Request; and

(h) Breach of the Conditions.

7.6. Condition of Facility

The Hirer acknowledges that the Facility is in good condition and in a clean state at the commencement of the hire, and must reinstate it to the same condition at the end of the hire. The Hirer shall ensure that all rubbish is removed from the Facility including the surrounding grounds. The Hirer shall ensure that the Facility is left in a clean and tidy state.

Cleaning up must be undertaken within the allocated usage times.

The Hirer is not permitted to use screws, nails, tacks or tape on or on any part of the floors, walls, ceiling or doors.

7.7. Damage to Property

The Hirer is deemed responsible for all damage, inadvertent or otherwise, which may occur to the Facility, fittings and equipment during the use by the Hirer, their members, guests and/or service suppliers.

The Hirer shall ensure that any damage to the Facility is reported immediately to Council’s Delegate. The Hirer must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property.

In the event of any dispute as to the timing or cause of damage between Hirers, Council will make a final and binding decision. Should the Hirer fail to reimburse the Council for the repair or replacement costs, the Council may decide to withdraw the use of the facilities.

7.8. Disorderly Behaviour and Responsibility of Groups

The Hirer shall ensure that no offensive behaviour of any sort takes place and that no nuisance whether from noise, vehicles, behaviour, or any other cause is occasioned to members of the public or neighbouring residents.

The Hirer shall be responsible for all participants/observers in their care.
7.9. Keys / Access

7.9.1. Receipt of Keys / Access

(a) Hirers may be issued with a maximum of:
   - Regular Hire: Two (2) sets of keys, except where Special Conditions apply regarding access.
   - Supplementary keys may be issued at an additional cost.
   - Casual Hire: One (1) set of keys, except where Special Conditions apply regarding access.

(b) Keys will only be issued / access provided after the Hirer has:
   - Fully completed and submitted any and all hire request documentation including ancillary documentation required as a result of the same;
   - Submitted a copy of the Hirer’s, and any contractors, Public Liability Insurance; and
   - Paid a Security Bond.

(c) The Hirer is required to collect keys during business hours from the Stonnington City Centre and sign Council’s Key Register.

(d) The collection of keys must be arranged with Council’s Delegate prior to collecting keys from the Stonnington City Centre.

7.9.2. Regular Hire - Additional Keys

Additional keys may be requested from Council’s Delegate and must be received and maintained per all other requirements relating to Facility keys as set out herein.

7.9.3. Replacement of Lost Keys

Lost or stolen keys will be replaced by Council and a fee of $250.00 per key will be charged plus additional charges for the replacement of locks. The Hirer will be required to submit a police report for the replacement of the lost key.

The Hirer shall ensure that no keys are loaned to another club, organisation, school or person. Non-compliance will result in withdrawal of Facility usage.

7.9.4. Return of Keys

(a) Keys must be returned in person to the Stonnington City Centre during business hours:
   - Casual Hire: Within three (3) business days following the end hire date.
   - Regular Hire: Within three (3) business days following the end hire date.

(b) The Hirer is required to sign for each key collected in the Key Register. In the event that the Hirer is unable to return all keys issued then the Hirer shall pay for costs associated with the replacement of keys and locks.

(c) If the Hirer does not return keys, it shall be held responsible for any damage to the Facility whilst the keys are in its possession and will also be liable for further hire fees calculated on a daily basis until such time as the keys are returned.
7.10. Facility Security

The Hirer shall ensure that all buildings are securely locked when not in use. The Hirer will be responsible for the costs associated with the failure to secure the buildings during the nominated hire period(s) whilst not in use.

7.11. Theft

Council is not responsible for any loss or damage that may be suffered by the Hirer or any person attending the Facility during the Hire as a result of any theft.

7.12. Safety and Security of Participants

It is necessary for Hirers to consider:

(a) How they will manage participants during the allocated usage time(s); and
(b) The safety and security of participants both during the allocated usage time(s), and as participants arrive and depart from the Facility.

7.13. Casual Hire and/or Special Event Security

At events and functions where alcohol is consumed or sold a minimum of two (2) security guards may be required. In the event security guards are required, a ratio of one (1) security guard per 50 guests will be required. If the event is considered by Council to be a high risk event, more guards will be required, and will be determined by Council.

Security guards will be supplied by the Council’s preferred supplier; Hirer’s are not permitted to hire any other security contractors without the prior consent of the Council. Conditions will apply.


The Hirer is required to familiarise themselves with the emergency plans located at the Facility and initiate its own emergency response procedures or follow and obey the instructions of Council staff.

7.14.1. Regular Hire

Emergency response procedures must be documented and practised on an annual basis in accordance with the Australian Standard AS 3745:2002 “Emergency control organisation and procedures for buildings, structures, and workplaces”. The procedure must operate in conjunction with other users of the Facility and obey the instructions of Council staff.

7.14.2. Casual Hire

Hirers are responsible for familiarising themselves with the evacuation diagrams, emergency response procedures and location of firefighting equipment and for identifying them to participants. In the event of an emergency the Hirer shall obey the instructions of Council Staff.

7.15. Alcohol Consumption and Liquor Licence

If alcohol is to be sold or included in the price of entry at the Facility, the Hirer must obtain the appropriate licence from the Victorian Commission for Gambling and Liquor Regulation. The Hirer must provide a copy of
the licence to Council’s delegate at least 30 days prior to commencement of hire. The Hirer is also required to display the original permit at the Facility during the hire period.

Any licence for the provision of alcohol must be held by the Hirer. A licence held by a third party is not acceptable.

The Council may prohibit alcohol being brought into or distributed or consumed at the Facility if it believes this is reasonably necessary to maintain law and order or compliance with the applicable provisions of these Conditions of Use.

Refer ‘Facility Special Conditions’ below to ascertain Facilities that are designated alcohol free.

7.16. Games of Chance

The Hirer shall ensure that no games of chance are played, raffles conducted, tickets sold, or any other activity is conducted at the premises without all appropriate permits, licences or approvals having been obtained.

7.17. Food Registration

The Hirer shall ensure that no food is sold, prepared or cooked without the appropriate licences or permits.

The Hirer shall ensure that a Food Safety Program is implemented during the preparation and sale of food. A suitably qualified Food and Safety supervisor must be nominated on behalf of the Hirer.

7.18. Compliance with Law and Directions

The Hirer must at all times comply with all laws including:

(a) Reasonable direction by Council and Council Officers;
(b) Council rules, regulations and Local Laws; and
(c) Any other applicable legislation.

7.19. Animals Prohibited

The Hirer must not allow any animals to be present in the building except for guide dogs for the visually impaired and/or any other legislatively recognised assistance and/or specialist companion animal.

7.20. Parking

The Hirer shall ensure that participants, supporters and visitors comply with all parking restrictions. Parking is only permitted in the areas specifically marked and designated as public parking.

Council is not responsible for any Parking Infringement Notices received by the Hirer or any vehicles associated with the Hirer.

The Hirer must ensure that any deliveries made to the Facility do not cause any traffic obstructions and must obtain Council’s prior written approval for any deliveries involving vehicles of a capacity of three tonnes or more.
7.21. Facility Set Up / Down

The Hirer shall ensure that all equipment, including tables and chairs is returned to storage after use. All set up and pack down must occur within the allocated times of usage.

7.22. Storage - Regular Hire

Council will endeavour to provide reasonable storage facilities for the Hirer. However, no Hirer will be guaranteed exclusive access to storage nor does Council warrant that the storage provided will meet the needs of the Hirer.

Hirers requiring additional and excessive storage areas for large equipment may be allocated appropriate storage areas at an agreed hire cost.

7.23. Selling of Goods

The Hirer shall ensure that no merchandising, exchange or bartering of any sort is conducted without the written consent of Council other than the running of a kiosk and the non-commercial exchange or sale of second hand sports equipment or uniforms.

7.24. Signage

Permanent signage is not permitted. Temporary signage must be approved by Council and is permitted during the Hirer’s allocated use only.

The Hirer shall ensure that written approval is obtained prior to erecting any type of temporary signage on Council property.

Signs advertising alcohol or tobacco are not permitted at any time.

7.25. Smoke Free

The Hirer shall ensure that no smoking is permitted in the Facility.

7.26. Smoke Activating Devices

Due to sensitive fire detection devices, the Hirer shall ensure that no sparklers, smoke machines, toasters or any other pyrotechnic type items are used in the Facility. The Hirer will be required to pay for all costs associated with any breach resulting in emergency services attending a call out.

7.27. Noise

The Hirer shall ensure that noise levels are kept in accordance with all laws, including local laws of Council. The Hirer is not permitted to use amplification equipment.

7.28. Decorations

The Hirer is required to obtain approval to erect any form of decoration including but not limited to streamers, flags, buntings or other decorations and structures on walls and floors in the Facility.

The Hirer must remove all decorations and will be responsible for any costs associated with any damage caused to the Facility by the placement or removal of these items.
No adhesive or Blu Tack is allowed to be placed on the floor or any painted surface.

7.29. Obstructions

The Hirer must comply with any applicable regulations made under the Building Act 1993. It is the responsibility of the Hirer to ensure that all Emergency Exits, Access Ramps and Stairways remain clear at all times.

7.30. Subletting

The Hirer shall ensure that the premises are not sub-let or any tenancy transferred or assigned without the written consent of the Council.

7.31. Breach of Conditions

Council or its nominated delegate may expel the Hirer or any person from the Facility who breaches any of these Conditions of Use.

Council or its nominated delegate may direct the Hirer to vacate the Facility during the hire if it reasonably believes these conditions are being breached and the Hirer has not remedied the breach after being directed verbally to do so.

Council or its nominated delegate may direct the Hirer to vacate the Facility during the hire if the Facility is not used in accordance with the "Purpose of/Limitations on Use".

The withdrawal of Council’s authorisation of use shall not limit the operation of any policy of insurance or reduce any existing liability of the Hirer whether or not known to the Hirer or Council at the time. Nothing shall operate to reduce the Hirer’s liability in any way until such time as the Facility is vacated by the Hirer.

7.32. Public Liability Insurance (organisations only)

The Hirer shall at all times during the period of this agreement be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") in respect of the activities specified herein in the name of the Hirer, providing coverage for a minimum sum of ten million dollars ($10,000,000). The Public Liability Policy must be effected with an insurer approved by the Council.

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.

7.33. Indemnification of Council

The Hirer agrees to indemnify and keep indemnified, and to hold harmless the 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 arising from the Hirer’s performance or purported performance or its obligations under this agreement and may be directly related to the negligent acts, errors or omission of the Hirer. The Hirer’s liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss in liability.
7.34. Termination of Use

Upon cessation or termination of authorisation under the terms of these conditions, the Hirer shall remove all property of the Hirer, return all keys, settle all outstanding claims by Council for fees or reimbursements for damage or otherwise and cease to use the facility.

8. FACILITY SPECIAL CONDITIONS

These special conditions must read in conjunction with all other requirements of these Conditions of Use and form part of the ‘Continuation of Use’ conditions contained therein.

8.1. Prahran RSL Memorial Hall

8.1.1. Facility Areas of Access

The Facility does not include the adjacent car park, first floor areas, Historical Room, storage areas or office space unless specified.

8.1.2. Booking Limitations

The Facility is unable to support booking requests for hire relating to teenage and/or younger age milestone birthday or celebratory events including but not limited to 16\textsuperscript{th}, 18\textsuperscript{th}, 21\textsuperscript{st} or 25\textsuperscript{th} birthdays.

Booking acceptance relating to the Memorial Hall component of the Facility may be further limited based on whether a hire request is synergistic with the core focus of this area as a recreational and community facility.

8.1.3. Withdrawal of Facility

The City of Stonnington’s General Manager Community and Culture holds the authority to withdraw use of the Facility if the Facility is required for patriotic events conducted by the Prahran RSL Sub-Branch.

8.1.4. Decorations

The Hirer shall ensure that no decorations are placed on the honour boards.

8.2. Orrong Romanis Recreation Centre

8.2.1. Alcohol Free Facility

The Hirer shall ensure that no liquor is sold or consumed at the Facility.

8.2.2. Food and Drink

Food and drink are not to be consumed in the Facility unless purchased at the Prahran Netball Association café.

8.2.3. Access to Prahran Netball Association Café / Office

Entrance to the Prahran Netball Association (PNA) cafe and office is strictly prohibited at all times, apart from PNA members and players.
8.2.4. Sports Courts

The Hirer shall ensure that the sports courts are cleaned using the provided dry hall mop after each use. Cleaning equipment can be found in the storeroom at the end of the stadium seating on court one.

8.2.5. Basketball and Netball Rings

The Hirer shall ensure, at the completion of each session, the netball rings are replaced and facing into the court in preparation for a netball match.

8.2.6. ‘Slam Dunking’ or Holding the Ring

The Hirer is not permitted to ‘Slam Dunk’ and/or hold and swing from the basketball rings.

8.2.7. Withdrawal of Facility

The City of Stonnington’s General Manager Community and Culture holds the authority to withdraw use of the Facility if the Facility is required to undertake resurfacing / resealing of the timber floor.

8.3. Penpraze Park Recreation Centre

8.3.1. Alcohol Free Facility

The Hirer shall ensure that no liquor is sold or consumed at the Facility.

8.3.2. Food and Drink

Food and drink are not to be consumed in the Facility under any circumstances.

8.3.3. Basketball and Netball Rings

The Hirer shall ensure, at the completion of each session, the netball rings are replaced and facing into the court in preparation for a netball match.

8.3.4. ‘Slam Dunking’ or Holding the Ring

The Hirer is not permitted to ‘Slam Dunk’ and/or hold and swing from the basketball rings.

8.4. Phoenix Park Community Centre

8.4.1. Facility Areas of Access

The Facility does not include the adjacent park / reserve and playground.

8.4.2. Booking Limitations

The Facility is unable to support booking requests for hire relating to teenage and/or younger age milestone birthday or celebratory events including but not limited to 16th, 18th, 21st or 25th birthdays.

Booking acceptance relating to the Community Hall component of the Facility may be further limited based on whether a hire request is synergistic with the core focus of this area as a sporting recreational and community facility.
8.4.3. Access Arrangements

A Facility Officer will be assigned to open and close the Facility in accordance with the Hirer’s allocated usage time.

8.4.4. Provision of Security

All evening events where alcohol is to be served and/or sold automatically require the provision of security services.

8.4.5. Clean Up

The assigned Facility Officer will supply a mop, bucket and vacuum for use by the Hirer. All other cleaning equipment must be supplied by the Hirer. Hirer’s will be invoiced for any additional cleaning costs resulting from failure to comply with this condition.

8.5. Malvern Community Arts Centre

8.5.1. Facility Areas of Access

Hire of the Facility does not include access to the Theatre. Use of the toilets, carpark and foyer is to be shared between users of the Theatre and the Malvern Community Arts Centre Hall.

8.5.2. Booking Limitations

The Facility is unable to support booking requests for hire relating to private parties or celebratory events including but not limited to 16th, 18th, 21st or 25th birthdays.

Booking acceptance relating to the Facility may be further limited based on whether a hire request is synergistic with the core focus of this area as a rehearsal space.

The Facility’s address must not be used as a contact place or registered office.

8.6. Library Meeting Rooms

8.6.1. Specific Conditions of Hire

(a) Parties, private functions, serving meals and gambling are not permitted.

(b) No storage of items or equipment is permitted outside the booking hours.

(c) The Facility’s address must not be used as a contact place or registered office.

(d) Hirers are limited to Meeting Rooms only. The Hirer must ensure that the foyers, hallways or areas outside the Meeting Room are not used during the hire period.

(e) Temporary signage outside the Facility is not permitted.

8.6.2. Keys/swipe passes

Keys/swipe passes are provided and may be collected from the library desk at the commencement of the booking and must be returned at the end of the hire.
The Hirer is responsible for ensuring that keys and swipe passes remain in the control of the Hirer.

If the keys are not returned to the library, Council reserves the right to refuse or cancel future bookings. Lost keys or swipe passes must be immediately reported. In the event that the Hirer is unable to return all keys issued then the Hirer shall pay for costs associated with the replacement of keys and locks.

8.6.3. Kitchenette

A kitchenette is available for use during the Hire period for the provision of basic tea and coffee. The kitchenette has a fridge, continuous hot water, filtered water and some teaspoons and mugs. Tea and coffee are provided, however, the Hirer must supply milk.

The Hirer must ensure that the kitchenette is left clean and tidy after the Hire.