

# Jamieson Way Community Centre Inc.

Reg: A0047886

## Conditions of Hire

# 2011

**Please read this document carefully.**

Please sign and return requested information with payment to:

**Centre Co-ordinator  
Jamieson Way Community Centre Inc.  
59 Jamieson Way  
Point Cook Vic 3030  
☎ 9395 3777**

 [admin@jamiesonwaycc.org.au](mailto:admin@jamiesonwaycc.org.au)  
[www.jamiesonwaycc.org.au](http://www.jamiesonwaycc.org.au)

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## CONDITIONS OF HIRE

The Conditions of Hire outlined in this document relate to both the permanent and casual use of the Jamieson Community Centre.

### Terms used in this documentation

*Board of Management:* Refers to the Board of Management of the Jamieson Way Community Centre Inc elected in August 2006.

*The Council:* Refers to the Wyndham City Council

*The Community Centre/ The Centre:* Jamieson Way Community Centre Inc.

### **Applications**

Applications for the use of any part of this facility are to be made on the required form (Application and Agreement to Hire), signed by the applicant, stating the purpose, hours and area of the Community Centre required and containing the name and contact details of the applicant and organisation undertaking to comply with the conditions of hire.

Casual users failing to correctly disclose the exact nature of the function, or proposed use of the facility on the hire form will result in the loss of the security bond, and may also jeopardize this or any future booking of the Community Centre.

Where the application is made on behalf of an organisation or body of person, the application shall state the name of such organisation and the authority of the applicant for making such application.

The completed application including all required documentation must be returned to the Centre Co-ordinator with payment within 14 days of the booking being made. All cheques are to be made payable to Jamieson Way Community Centre.

### **Bookings**

The Jamieson Way Board of Management is responsible for all permanent and casual usage at the Community Centre. All bookings are to be made through the Centre Co-ordinator.

Tentative bookings will only be held for a period of seven (7) days. Bookings will only be confirmed upon receipt of the hire payment.

### **Hire Payments**

#### Regular Users

Regular Users are required to pay hire fees in advance.

#### Casual Users

- a) The hire fees must be paid not less than 28 days before the date on which the community centre is to be used or immediately upon booking should this be less than 28 days.
- b) The hire fees payable will be those in effect at the time the community centre is used.
- c) Fees are subject to change.

## **Bond**

### Regular Users

Regular Users are required to pay a bond, which will be held until the group ceases use of the facility.

### Casual Users

- a) A bond must be paid within 14 days of the booking being made. If the bond is not received within this time, the booking will be regarded as not confirmed and may be cancelled without notice. The bond will apply as:
  - i) a guarantee of compliance with these conditions;
  - ii) a security against damage to, or loss of the Community Centre's property, or damage to or loss of the property of a permanent user; and
  - iii) a security against the cost of any additional cleaning required to be conducted/required by the Board of Management as a result of your function.
- b) The user will be liable on demand by the Board of Management to pay any further amount in excess of the bond to meet the full cost of repairs to and replacement of either Council property or that of a permanent user and/or additional cleaning costs. The Board of Management's decision as to the amount demanded will be final.
- c) The full bond will be refunded to the user where it is not necessary to deduct any costs referred to above. The bond will be processed by the Board of Management and may take up to a period of four weeks to be processed.
- d) The balance of the bond remaining after the deduction of the amount referred to in (a) will be refunded to the user should those conditions be broken.

## **GST**

GST is applicable to all hire fees, excluding bonds. Should the bond be forfeited due to breach of these conditions, GST will be charged on the amount forfeited.

## **Cancellation**

- a) When in the opinion of the Board of Management, the state of the centre is such that it is not safe and should not be used, a cancellation of the usage of any scheduled activity may be required.
- b) A decision of the Board of Management to cancel a scheduled activity overrides that of any Association, Club or game umpire.
- c) The user hereby agrees to accept the decision of the Board of Management and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by the cancellation.
- d) The Council is empowered to cancel any booking made when the same is required for Municipal function or by reasons of national or district emergency. In the event of this occurring any hire fee and bond will be returned in full, but will not be liable for any loss incurred by the hirer.
- e) Any hire fee and bond will be returned in full upon the condition that notification of such cancellation is received by the Board of Management, in writing, at least one (1) calendar month prior to the function. Please allow one month from the expiration of your booking for the refund of your bond to be processed.
- f) If the function is cancelled within 14 days, the hire fee and/or bond will be forfeited.
- g) Regular users are required to give a minimum of seven (7) days notice of cancellation. If seven (7) days notice is not given the fees are required to be paid.

### **Cleaning of Community Centre**

- a) It is the responsibility of the user to ensure that the Community Centre is maintained in a clean and tidy state at all times. Rooms used by casual hirers will be inspected after use to ensure the hire agreements have been met and determine bond, or portion thereof, to be refunded. The Board of Management or Council officers may carry out periodical inspections and should the community centre, in the opinion of the Council Officer or the member of the Board of Management not be in a satisfactory state, the costs incurred in reinstating the Community centre will be the responsibility of the user. Cleaning products along with a broom, mop and bucket and brush and pan are provided for users for cleaning the centre and kitchen and a vacuum cleaner is provided for the carpeted community rooms. Any spills are to be cleaned up promptly to ensure safety of all centre users.
- b) Where facilities are shared it is the responsibility of the joint users to make the necessary arrangements to ensure that the community centre is maintained in a clean and tidy state at all times.
- c) Unless express written permission has been received from the Board of Management, the Community Centre must be cleaned and vacated no later than 12 midnight on the evening of the function. All decorations including blu tac must be removed.
- d) Permanent users are required to remove all rubbish from the centre and place it in the bins provided. Should these bins be full, all rubbish should be removed from the premises by the user groups.
- e) Casual users hiring the community centre for functions **must** remove all their rubbish from the premises. If rubbish is not removed at the end of the function all costs associated with the removal of the rubbish will be the responsibility of the casual hirer.
- f) All furniture/TV/DVD is to be returned and placed in a safe and orderly fashion in the storerooms at the designated end of the hiring time or no later than 11:45pm if evening function.

### **Damage**

Any damage to the community centre must be reported immediately to the Board of Management. Users 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 property. The decision of the Board of Management will be final and should the user fail to reimburse the Board of Management after a reasonable time has passed, the Board of Management may decide to withdraw the use of the community centre.

Breakages to any kitchen items will incur a charge of \$4.00 per item which will be subtracted from the bond refund.

### **Keys**

- a) Hirer's responsibility

Any keys issued to the hirer are to remain in the control of the hirer. Keys are the responsibility of the user and are not to be given to any unauthorised user.

- b) Unauthorised Locks

Any unauthorised lock fitted by Community Groups will be immediately removed without notice by the Board of Management or Council, at the expense of the user who fitted the lock.

- c) Casual Hirers

Upon payment of all fees, insurance and bonds, hirers are required to collect their key from the centre as arranged with the Centre Coordinator prior to the function. A bond is required to be paid to the Centre to collect the key. Keys must be returned by the next business day as failure to do so may result in loss of the key bond.

d) Regular Hirers

The initial allocation of keys will be at the discretion of the Board of Management. The hirer will be required to meet the cost of the provision of any additional keys. Keys are to be collected from the centre after the payment of a key bond as arranged with the Centre Co-ordinator.

e) Entry and Closure

It is the responsibility of the hirer to ensure that the Community Centre is secured at all times. All exits must be locked before leaving. Should the facility be left unsecured, doors unlocked and alarm not set, the hirer will be deemed responsible for any damages and charges.

f) Call Out Fee

It is the responsibility of the hirer to collect the key from the centre prior to the function. A call out fee will be charged if the key is not collected and an after hours contact is called out to open the Community Centre.

### **Alarm Access Codes**

A four digit alarm access code and instructions will be issued to the permanent and casual hirer by the Centre Co-ordinator. Casual hirers will only be issued their alarm access code upon receipt of all payments and booking application requirements being met.

The alarm access code is to be used in conjunction with the key to access and exit the centre. The alarm must be activated when exiting the building as the centre is monitored by a Security company. The hirer will be liable for any call out investigative fee due to the alarm not being activated (fee of \$100).

The access code must not be given to any unauthorised user. Failure to comply with the alarm procedures will result in the hirer being liable for any associated costs incurred that are a direct result of breach of these instructions.

### **Maintenance**

All maintenance items should be reported to the Board of Management through the Centre Co-ordinator where possible.

### **Insurance**

All hirers are required to hold current Public Liability insurance in respect of their activities on Council Property with an indemnity limit of at least \$5,000,000. If hirers do not have their own annual public liability policy, temporary cover is available for single events or casual hire, upon application to the Wyndham City Council.

All clubs/organisations are encouraged to have insurance coverage for their own equipment and activities conducted.

### **Sub-letting**

The Community Centre must not be sub-let or any tenancy transferred or assigned without the written consent of the Board of Management.

### **Animals**

No unauthorised animals are to enter the Community Centre.

### **Vehicles**

Vehicles must be parked in designated parking areas only.

Motor vehicles driven or parked in the confines of the Community Centre precinct are done so entirely at the owner's risk. No responsibility is accepted by the Board of Management for any theft and/or, damage thereto, without limiting the scope of the indemnity from the Hirer to the Board of Management.

### **Fixtures**

Permanent users must supply the Board of Management with a request for any fixtures. Any fixtures must be approved by the Board of Management and installed through Council.

### **Liquor**

Selling alcohol on the premises is strictly prohibited. The centre however allows consumption of alcohol as BYO. Hirers wishing to consume liquor on the premises must register their function with the POLICE LICENSING SERGEANT at the relevant local Police Station. A Party Safe Register form is required to be completed and returned directly to the local police station with a copy submitted with the Application and Agreement to Hire form.

### **Good Order**

Clubs/Organisation and hirers will be responsible for the behaviour of its members/guests using the community centre, the preservation of good order in the community centre during the time allocated. Any damage to the community centre or its fittings due to irresponsible behaviour will be at the expense of the user.

Facilities will only be hired to persons 18 years of age or older.

### **Inflammable Items**

The use of inflammable materials and or items, eg. bales of straw/hay, for decorations is strictly prohibited.

### **Smoking is Prohibited**

Smoking is strictly prohibited inside the community centre, in the playground and covered areas surrounding the centre. Any waste i.e. cigarette butts should be removed by the hirer. The use of smoke machines is also prohibited in the community centre.

### **Security**

The Board of Management requests that for functions for under 25's (ie 18<sup>th</sup>/21<sup>st</sup> Birthdays) the hirer must provide security at their cost for the function using the preferred security company nominated by the Board of Management- ratio one security guard to 50 guests or as recommended by the security company.

Jamieson Way Community Centre has a full security system. You will receive your allocated access code prior to the commencement hire date.

The key and access code must not be given to any unauthorised user and as such you are liable for any breach of security and associated costs incurred.

Please note that the system is monitored and all movements are reported to the Committee of Management and so no further access is permitted than stated in your agreement.

You must enter, use and leave the building only during the times specified in the application to hire. This condition must be strictly observed due to the monitoring of the building by the security firm. Please make sure you secure the building when leaving if you are the last group to leave.

### **Lighting**

All lights are to be turned off prior to leaving the facility. In the case of power failure the use of candles or a Kerosene Lamp is strictly prohibited. Application must be made to the Council/ Board of Management for the permission to use any other alternative lighting.

### **Floors**

All vinyl floors are to be swept, mopped and thoroughly cleaned. Carpeted areas are to be vacuumed.

### **Noise**

Hirers of the Community Centre are to ensure that noise emanating from functions is not a cause for public annoyance, and that all noise pollution regulations are complied with. Excessive noise (ie at such a level that neighbours are disturbed) will result in the Board of Management retaining of the entire bond. All music at evening functions **must** cease by 11.30pm.

The building must be vacated no later than 12 midnight to comply with Council regulations.

Please bear in mind that this is a residential area – please leave quietly.

### **Decorations**

Decorations can be used as long as they do not damage the Community Centre. Sticky tape is **not** to be used, and no decorations are to be attached to any light fittings. All decorations must be removed on departure.

### **Signage**

Signage may not be displayed inside or outside the premises without prior consent of the Centre Co-ordinator.

### **Standards of Behaviour Patrons, Parents and Staff**

Patrons, parents and staff are required to treat and deal with each other with respect, courtesy and integrity at all times.

All discussions between staff and patrons (and any other persons) must maintain appropriate standards of professionalism, courtesy, respect and discretion. Appropriate standards of language must be maintained at all times.

### **Kitchen Facilities and Cooking**

Safe cooking is to be undertaken on the appliances installed in the kitchen of the Community Centre. Open Spit Roasters and other portable cookers are strictly prohibited indoors. Please ensure all cooking appliances are turned off before leaving.

For your function, consider bringing your own or disposable cutlery, crockery, serviettes, cups, spoons, knives, serving platters, tablecloths, garbage bags, sponges, tea towels, dishwashing liquid and other cleaning implements.

The centre can provide a small quantity of crockery consisting of dinner plates, bowls, side plates and mugs and glasses and cutlery consisting of forks, knives, soup spoons, dessert spoons and teaspoons. The kitchen can provide basic saucepans, baking trays and cooking equipment. The kitchen has a fridge, stove, an electric oven and microwave and a dishwasher. Boiling water is available on tap as well as filtered cold water. There is no necessity for urns or kettles which can be a safety hazard. There is a trolley available in the kitchen for stacking and transporting food and dishes to the function rooms.

The kitchenette located between the main hall and the community rooms has boiling water available on tap as well as filtered cold water. The kitchenette has only limited mugs, small plates, plastic tumblers, and cutlery. This is not a food preparation area; however, there is a microwave oven and refrigerator available.

All users are required to bring their own beverages, eg tea, coffee, sugar, milk, etc or food.

### **Heating/Air Conditioner**

All heating/cooling is to be turned off prior to leaving the Community Centre.

### **Breach of Conditions of Use**

Any breach of any one or more of these conditions may at the discretion of the Board of Management result in the use, or any future use, of the Community Centre being withdrawn, and your bond withheld.

### **Disputes**

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter contained in these conditions, the decision of the Board of Management shall be final.

### **First Aid Kit**

It is recommended that permanent and casual hirers provide their own first aid kit.

## **Emergency Contact After Hours**

**Wyndham City Council after hours telephone number is**

**(03) 9742 0777.**

**The Centre Co-ordinator can be contacted on**

**0432 213 306.**

**Thank you for using the Jamieson Way Community Centre.**