

Conditions of Hire

Please familiarise yourself with our conditions of hire as they will become binding upon submission of your Booking Request.

*Hirers are advised that KU Children's Services (**KU**) may alter or extend these conditions of hire at any time without notice.*

1. Booking Request

Applications for use must be submitted online via the [online booking system](#) (Booking Request) and lodged at least ten (10) working days prior to the function date. If a Hirer wishes to make a booking within ten working days, please contact the Biyala Community Hub Community Liaison Officer directly on (03) 9192 8361 or via email BookingEnquiries@ku.com.au

Requests to change a booking after a Booking Request has been made must be made in writing to the Community Liaison Officer. BookingEnquiries@ku.com.au

2. Grant of Hire Agreement

Hire Agreement means the licence to occupy granted by KU to the Hirer in respect of the Community Space and is constituted by the following documents, without limitation:

- ▶ online Booking Request;
- ▶ online Booking Confirmation Receipt; and
- ▶ these Conditions of Hire.

Upon acceptance of the Hirer's Booking Request, KU authorises the Hirer to access and use the following areas within the Biyala Community Hub on the terms and conditions as set out in the Hire Agreement:

- ▶ Community Room;
 - ▶ The adjoining outdoor spaces; and
 - ▶ The accessibility toilet in the hallway closest to the Community Room
- (collectively, the **Community Space**)

3. Payment Terms

In exchange for using the Community Space, the Hirer will pay a Hire Fee to KU at the rate and in the manner as set out in the [online booking system](#).

4. Permission to use facility

It shall be at KU's discretion to approve or refuse to hire the Community Space.

All Hirers must be over the age of 18.

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Even if the Community Space has already been booked, these conditions signed, and all hiring and related charges paid, KU may, at their discretion, cancel the booking and refund all money paid.

The Hirer shall, in such circumstances, be deemed to have accepted and consented to the cancellation and shall have no claim, whether at law or in equity, for any loss or damage arising therefrom.

5. Types of hire

There are two hirer types:

- ▶ **Casual Hirers:** a once-off or annual event (booking may be over multiple days)
- ▶ **Regular Hirers:** a booking with a regular occurrence such as weekly, fortnightly or monthly (minimum of six occurrences per calendar year).

6. Cancellations and refunds

6.1 Casual Hirers:

- ▶ Bookings cancelled at least five (5) business days before the booking date will be fully refunded less a \$25 administration fee. Refunds will be made within 7 days of a cancellation request being received.
- ▶ Bookings cancelled within three (3) business days of the booking date will be refunded at 50% of the total cost less a \$25 administration fee. Refunds will be made within 7 days of a cancellation request being received.
- ▶ Bookings cancelled with less than three (3) business days' notice will not be refunded

6.2 Regular Hirers:

Only 25% of individual sessions booked as part of a regular monthly booking series may be cancelled with refunds being provided under the following conditions.

- ▶ Where at least five (5) business days' written notice has been provided before the booking date, a refund of the full booking fee, less a \$25 administration fee will be made within 7 days
- ▶ Where a booking is cancelled, in writing, within three (3) business days of the booking date, a refund of 50% the total booking cost less a \$25 administration fee will be made within 7 days.
- ▶ Bookings cancelled in writing with less than three (3) business days' notice will not be refunded

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- ▶ Where more than 25% of a regular hirers monthly bookings are cancelled no refund will be provided.
- ▶ Where a regular hirer wishes to cancel further bookings, 4 weeks written notice is required. A refund of the full booking fee, less a \$25 administration fee will be made within 7 days

7. Public health orders

If a booking is cancelled due to a public health order, the Hirer will be entitled to a full refund of all booking fees paid.

Please note that the KU reserves the right to:

- ▶ Amend the Conditions of Hire, or the fees and charges. Please confirm prices and conditions at the time of booking.
- ▶ Cancel the booking at any time with fees already paid refunded
- ▶ Cancel the booking if payment of fees is not made within the terms specified
- ▶ Deny access to any individual or organisation (its members and/or staff)
- ▶ Terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.
- ▶ In the event of a dispute or a difference arising as to the interpretation of conditions in this agreement, the decision of KU shall be final.

8. Limit of hiring

The Hirer shall:

- ▶ enter the Community Space and start and end all meetings or functions not earlier or later than the agreed time stated on the Hirers booking request
- ▶ remove all rubbish or property belonging to the Hirer, sweep and if necessary, mop floors and vacate by the exit time stated on the hire application form or multiple bookings schedule.
 - Failure to comply with the above limits of hire will result in additional hire and security charges being made against the Hirer
- ▶ only use the Community Space as agreed in the hire agreement.
- ▶ comply with all requirements of the Health Act, the Local Government Act, the Australian Performing Rights Association, all relevant liquor licensing regulations, and any applicable WorkCover legislation, together with any regulations contained herein. The Hirer shall be fully liable for any breach of the aforementioned Acts or regulations

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9. Decorations

- ▶ The use of confetti, streamers or similar articles of decoration or amusement is prohibited.
- ▶ No tape, adhesives, pins etc. are to be attached to surfaces or flooring.
- ▶ Blue tac must only be used on glass or timber surfaces.
- ▶ All approved decorations must be removed at the end of the hire period. If this is not carried out, the Hirer will incur a cleaning charge.

10. Access

10.1 Permitted Areas

Access is strictly limited to the Community Space. Hirers, are **expressly prohibited** from entering or using any other areas of the building, including all kindergarten and child-designated areas. **This restriction is in place to ensure child safety and privacy and must be strictly adhered to at all times.**

10.2 Allocated Time

Hirers are not permitted to access the Community Space outside the allocated times. Any additional time other than what is stated on the Booking Request or the multiple bookings schedule will incur an additional charge and the Hirer will be invoiced for all security charges generated due to over-stay (such as setting off alarm and security attendance).

10.3 Gaining Entry

The Hirer will be provided with a pin number to allow access to the building when the Community Liaison Officer is not onsite or when access is required after hours. Please refer to the Venue Access guide for more details

10.4 In the case of an emergency

Please refer to the afterhours venue access information for site specific details.

10.5 Property and Equipment

Any furniture, fittings, fixtures, decorations, toys, equipment or items located outside the Community Space remain the property of KU Children's Services and are not for Hirer use. Such items must not be handled, moved or accessed under any circumstances.

10.6 Breach of Access Conditions

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Any breach of this condition will be treated as a serious violation of the Conditions of Hire and may result in immediate termination of the hire, forfeiture of any fees paid, and refusal of future bookings.

11. Damage

The floors, walls, blinds or any part of the building, or any fittings, fixtures or furniture shall not be broken, pierced by nails, pins or screws or in any other way damaged, and no notice, sign, advertisement or scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, floors, doors or any such portion of the building, fittings or furniture without prior consent of KU. Likewise, all furniture and equipment should be kept in good working order.

Any damage to the building, furniture or equipment shall be reported to the Community Liaison Officer as soon as possible. The Hirer will be responsible for repairing/replacing any damage to the building, floor, furniture or equipment.

12. Alterations

The Hirer must not, without obtaining KU's prior written consent:

- ▶ install any equipment;
- ▶ move or relocate any of KU's property; or
- ▶ undertake any works

in the Community Space.

13. Restrictions

The Community Space shall not in any way be 'sub- hired' or allowed to be used by any other user other than the Hirer named on the Booking Request and their attendees. The grant of this Hire Agreement does not create a lease.

14. Equipment

The Hirer must request permission to use any electrical or mechanical equipment other than that supplied with the facility (jumping castles not permitted). Any equipment brought into a facility must be tested and tagged, as per electrical safety standards (AS/NZ 3760:2003), such as: tape recorder, data projector. The physical condition of all electrical appliances and cords must be checked for signs of damage prior to use, and damaged items replaced. Extension leads are not to exceed 25 metres in length and must be supplied by the Hirer.

Smoke machines and pyrotechnics are not permitted in the venues due to smoke alarms and risk.

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KU provides a limited amount of equipment but if this equipment becomes nonoperational during the hire, KU will not be responsible for immediate replacement. It is the Hirers' responsibility to provide their own cables for AV equipment to ensure they have everything they need.

15. Smoking/ vaping and alcohol consumption

Biyala Community Hub is a smoke-free facility. Smoking and vaping are strictly prohibited within the building and throughout the surrounding grounds. The consumption of alcohol is not permitted at the venue at any time.

16. Good order

The Hirer is responsible for the full observance of these conditions and must comply with any other reasonable conditions that KU may require from time to time, including without limitation the [conditions of the City of Greater Geelong](#)

The Hirer is responsible for the maintenance and preservation of good order in the Community Space and the building throughout the entire duration of the hire period.

17. Set-up/ pack up

The Hirer must leave the Community Space and building in the same condition in which it found it. This includes the toilets, kitchenette areas, outdoor areas (including sandpit) and the walkways.

Furniture and equipment must be returned to their original positions, or as arranged with KU. Fridges are for use during the booking period only and no food is to be left in the fridge between bookings. Any food or drink left behind may be thrown out at KU's discretion.

The Hirer is responsible for the cleaning and tidying of all areas used and must dispose of all rubbish before leaving. KU will provide both a general waste and recycling bin and garbage bags. The Hirer must dispose of **all rubbish** in all areas including bathrooms by removing garbage bags and placing them in the outside bins.

Any excess rubbish that does not fit in the outside bins must be removed from the venue and taken away by the Hirer.

If necessary, extra cleaning charges will be at an additional charge to the Hirer.

18. Reporting of Patron Numbers

The Hirer must identify the anticipated number of patrons who will be entering the Community Space under this Hire Agreement on their Booking Request form.

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On the End Date, the Hirer must give KU a written statement confirming the total number of patrons who entered the Community Space during the hire period.

19. Noise

The Hirer must ensure that noise is kept at a reasonable level. An unreasonable noise is one where noise is clearly audible in a habitual room of an adjoining dwelling.

20. Food

It is the Hirer's responsibility to determine and obtain any food registration, permits or approvals applicable to their booking hire. All food handling, preparation, storage and service must be carried out in accordance with relevant food safety standards and legislation.

The Hirer is responsible for ensuring that all food-related activities are conducted in a hygienic manner and that all areas used are thoroughly cleaned and left in a clean and tidy condition at the conclusion of the hire. All food waste and rubbish must be disposed of appropriately.

Hirers and their attendees are not permitted to access or use the staff kitchen or any other staff-only or restricted areas of the facility under any circumstances.

21. Signage

The Hirer must not display any signs, advertisements or promotional material in the Community Space without obtaining KU's consent.

22. Performing rights

The Hirer hereby indemnifies KU against any claim for breach of copyright.

23. Management of facility

The Hirer and persons under their direction shall forthwith obey all directions or orders given by KU staff as to the management of the facility and functions being conducted therein. KU representatives shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the building.

24. Disputes

Disputes arising out of the interpretation of these conditions or any other matter related to the hiring of the facility will be settled by KU.

25. Insurance

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Hirers are responsible for providing public liability insurance cover as required by KU Children's Services.

All Hirers, including incorporated associations, are required to take out and maintain their own Public Liability Insurance (PLI) for the use of the premises, with a minimum cover of not less than \$20 million for death or personal injury, and for loss of or damage to property for each event.

Casual Hirers are required to obtain casual hirer insurance where they do not otherwise hold their own PLI. This insurance must provide coverage equivalent to the minimum requirements outlined above and must be in effect for the duration of the hire.

By accepting these terms, the Hirer confirms compliance with the above insurance requirements and that the insurance policy is held in the same name as the Hirer.

The Hirer must provide evidence to the Community Liaison Officer of its public liability insurance or PLI in a form satisfactory to KU as part of the booking process and prior to any hire taking place.

26. Security

The Hirer is responsible for securing the Community Space during the period of hire including ensuring that all entry points are properly locked or supervised as appropriate. Doors must not be propped open.

27. Theft

KU will not be liable for any loss, theft, or damage to property belonging to the Hirer, KU or any third party, whether occurring during or after the period of hire, including in respect of any equipment or other items left in the Community Area after the period of hire has ended.

28. Indemnity

The Hirer agrees to indemnify and keep indemnified and to hold harmless KU, and KU's servants and agents, from and against all actions, costs, claims, charges, expenses and damages whatsoever, which may be brought or made or claimed against it, arising out of or in connection with:

- ▶ the granting of this Hire Agreement;
- ▶ the Hirer's use of the Community Space or the building;
- ▶ the Hirer's failure to secure the Community Space;
- ▶ the Hirer's acts or omissions within or outside the Community Space or the building;

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- ▶ a breach of this Hire Agreement by the Hirer; and
- ▶ any damage to the Building or injury to persons,

except to the extent caused or contributed to by the negligent act, omission or breach of this Hire Agreement by KU.

29. Hirer's responsibilities

The Hirer must:

- ▶ have made all reasonable enquiries as to the suitability of the Facility for the proposed function or use, that is: capacity, equipment
- ▶ be responsible for the setting up and packing up of rooms.
- ▶ be present during the agreed hire time
- ▶ remain on the premises whilst attendees are in the building
- ▶ be responsible for orderly conduct and safety of attendees
- ▶ supervise all people at the Community Space at all times
- ▶ maintain the premises in a clean and safe condition for the duration of the term of hire, and dispose of all rubbish
- ▶ adhere to the access and departure times as stated on the Hire booking request and not access the Hub before or after such times.
- ▶ be responsible for administering their own first-aid and provide their own first-aid kit.
- ▶ ensure the hub is left secure at the end of their hire.
- ▶ be mindful that the hub is a shared space and keep noise to a minimum
- ▶ request permission to use any electrical equipment other than that supplied by the hub.
- ▶ ensure that all participants, visitors and patrons remain within the approved Community Space at all times and do not enter any other areas of the building, including kindergarten or child-designated areas, in order to protect child safety and privacy.

30. Emergency exits and evacuation plan

The Hirer is responsible for the safety of all guests attending their function. The Hirer agrees to the following:

- ▶ all emergency exit doorways and passageways will be clear at all times

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- ▶ the appointment of an emergency officer or warden responsible for familiarising themselves with the emergency exits and capable of directing attendees as required
- ▶ read and abide by the emergency evacuation plans located on the walls within the facility and inform attendees
- ▶ familiarisation of the location of the fire extinguishers within the facility (instructions are available on all extinguishers)
- ▶ in the event of an evacuation, ensure all attendees have been evacuated from the facility and meet the fire officers attending as a response to the fire-emergency.

In the event of a catastrophic fire risk, the Biyala Community Hub will not be in operation. Hirers will be notified as soon as reasonably practicable, and any Hire Fee paid will be refunded.

31. Emergency and after-hours contact

Please refer to the [afterhours venue access information](#) for site specific details

32. Breaches

If the Hirer breaches the Hire Agreement and does not rectify that breach within a reasonable time after having received notice of said breach, KU may proceed to terminate the Hire Agreement. On termination, KU may secure the Community Space by changing the pin number and physically barring re-entry, and no part of the Hire Fee paid in advance will be refunded.

This Hire Agreement may be terminated at any time by KU by giving 24 hours' written notice to the Hirer.

By agreeing to these terms and conditions for hiring the venue, the Hirer confirms they will not use the venue as a place to spread hate, use speech to incite violence or hatred, or to threaten community cohesion, health and public safety.

33. Privacy

The collection and handling of personal information is carried out in accordance with our Privacy Policy. Please refer to our Online Privacy Statement and Privacy Policy accessible on our website www.ku.com.au

34. Acts, Legislations and Regulations

The Hirer shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, and appropriate Work Cover

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legislation, if and when applicable and any regulations herein contained, and shall be liable for any breaches of such Acts or Regulations.

The Hirer declares they have read understood and shall comply with all relevant provisions and any other Acts or regulations, such as but not limited to the Food Act & the Public Health Regulation, Work Health and Safety Act, which may govern use of the space.

KU Children's Services is committed to creating a child safe and child friendly environment where children and young people are respected, valued and encouraged to reach their full potential. KU Children's Services procedures support the implementation of requirements under the Child Wellbeing and Safety Act 2005.

When operating a commercial activity and/or delivering services to persons under the age of 18 years you are legally required to comply with Victorian child protection legislation. By hiring our Community Space, you declare that you have read, understand and shall comply with the Victorian child protection legislation.

35. GST

If a goods and services tax (GST) is imposed on any supply under this Hire Agreement, the Licensee must pay the GST to the Licensor in addition to the price or consideration for that supply. KU will provide a tax invoice to the Hirer.

36. Definitions

In this Hire Agreement, the word:

Booking Confirmation Receipt means the booking receipt issued by KU following acceptance of the Hirer's Booking Request.

Community Space has the meaning given to that term in clause 2 of this agreement.

End Date means the last date the Hirer is granted access to the Community Space under this Hire Agreement as disclosed on KU's booking confirmation receipt.

Hire Agreement has the meaning given to that term in clause 2 of this agreement.

Hire Fee means the licence fee payable by the Hirer under this agreement.

Hirer means the party named in the Booking Request, being the licensee under this Hire Agreement, and includes the personal representatives of the Hirer, and (where not repugnant to the context) includes the employees,

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agents, customers, contractors, licensees and invitees of the Hirer and other persons on the Licensed Area with the consent (express or implied) of the Hirer.

Start Date means the date the Hirer is first granted access to the Community Space under this Hire Agreement as disclosed on KU's booking confirmation receipt.

Sub-hire has the same meaning as sub-licence.