

NILLUMBİK COMMUNITY FACILITIES CONDITIONS OF HIRE

1. Application	1.1	Application to hire a community facility can be made via Nillumbik Shire Council's venue booking website Bookable Nillumbik (https://nillumbik.bookable.net.au) or by contacting the facility on 9433 3111. Applicants will receive confirmation of their booking within five business days.
2. Authority	2.1	In these conditions the expression <i>Council</i> is deemed to include any Nillumbik Shire Council officer acting with the authority of the CEO expressly or implied.
3. Fees and charges	3.1	Council reserves the right to increase charges of hire at any time, and any Hirer with an existing booking will be duly notified in writing.
	3.2	A discount may apply for community groups and not for profit organisations. To be eligible for this discounted pricing, you must register online via Bookable Nillumbik as an organisation/group under the relevant category. If eligible, Council will approve the registration.
4. Security bond	4.1	A security bond may be required for a booking and must be paid upon confirmation of booking. The bond is a guarantee of fulfilment of these conditions and is a security for said amount against damage to the buildings, fittings and furniture contained therein, and for any necessary extra cleaning resulting from hiring.
	4.2	Further charges may apply if there are extra costs incurred through damage caused or the need for extra cleaning.
	4.3	Failure to pay the required bond upon booking confirmation may result in cancellation of the booking.
	4.4	If there is no breach of the Conditions of Hire, the bond will be returned within three weeks after the use of the venue.
5. Hiring payment	5.1	Hiring payment requirements will be confirmed at the time of booking. Typically, 100% of venue hire cost will be due 14 days prior to each booking date, unless specified otherwise under the venue-specific rules below.
	5.2	Regular hirers may choose to register for monthly invoicing, wherein all bookings for a month are due 14 days prior to the month it occurs. Please contact the venue to arrange.
	5.3	Additional fees such as public liability cover (if applicable) will also be due 14 days prior to each booking day. Note: Some hiring payment requirements may differ per venue. Please see venue-specific conditions below or refer to your invoice for more information.
6. Method of payment	6.1	Online - Registered users: Payment by credit card can be done online by logging in to https://nillumbik.bookable.net.au/#!/myaccount/home and following the links to pay with Mastercard or Visa.
	6.2	Online - Guest user: If you submitted the booking as a guest user, please use the link provided in the booking confirmation email to make a payment via Mastercard or Visa.
	6.3	Bank transfer: Refer to 'How to Pay' section of your invoice for account details.
	6.4	In person: Payment by EFTPOS, credit card, cash or cheque can also be made in person at Nillumbik Shire Offices, 32 Civic Drive, Greensborough.

7. Decorations	7.1	No confetti, rice or confetti balloons are allowed on the premises or grounds.
	7.2	All candles must be inside a secure non-flammable container with no flame exposed.
	7.3	Other considerations regarding decorations may be applicable to individual venues. Please refer to venue specific rules below.
8. Cancellation	8.1	The below cancellation fees apply across all Council venues, unless specified in venue-specific conditions :
	8.2	Nillumbik Shire Council shall not be held liable for any interference or disruption to a booking which is caused by some civil disturbance, industrial action, Act of God, or circumstances which are beyond the control of Council.
	8.3	The hiring shall be subject to cancellation by Council, with or without notice in the event of any national, local or other emergency.
	8.4	Cancellation by Nillumbik due to closure or internal decision at any time before or on booking date will result in a 100% refund of venue hire cost and additions/fees.
	8.5	Cancellation by customer on or before 14 days before booking date will result in a 100% refund of venue hire cost and additions/fees unless specified otherwise by the venue.
	8.6	Cancellation by customer less than 14 days before booking date will result in a 0% refund of venue hire cost, and 100% refund of additions/fees.
	8.7	Council may cancel a booking at any time before the date of hire if: <ul style="list-style-type: none"> - The event, or goods or services proposed to be held or provided by the Hirer are objectionable or dangerous or infringe any copyright or other intellectual property rights - The hire fees and/or bond have not been paid; - The Hirer has not provided evidence of adequate Public Liability Insurance coverage (refer to Section 15. Insurance).
	8.8	If cancelling individual session/s of a permanent booking, 14 days notice is required or sessions will be charged as normal.
9. Refusal to Let	9.1	Council may refuse to hire the venue at their discretion, notwithstanding that a bond, a deposit or hire fee has been paid.
	9.2	Council reserves the right to cancel any booking and will refund the hire fees, bond money and any other charges paid by the Hirer and Council shall not be liable to pay any compensation or other monies to the Hirer.
10. Collection and return of keys	10.1	Where applicable, it is the responsibility of the Hirer to arrange collection and return of keys with the facility during business hours.
	10.2	Additional information regarding the access of the venue during your booking time will be provided closer to your booking. For further information please contact the relevant venue.
11. Attendance	11.1	The Hirer or alternative representative shall be required to be present during the entire event or activity. All children under 18 years of age at the venue must be under adult supervision at all times.
	11.2	It is the responsibility of the Hirer to ensure the behaviour of all persons upon arrival, during and at departure do not cause disturbance or distress to others.
	11.3	Good Order: The Hirer shall be responsible for observing these conditions and for the maintenance and preservation of good order in the venue throughout the whole duration of the period of use.

12. Equipment and kitchen	12.1 12.2 12.3 12.4	<p>Tables and chairs may be available within each venue for use. For further information please contact the venue.</p> <p>Kitchens vary between venues. No cookware, crockery or glassware is available except at Eltham Community and Reception Centre and Hurstbridge Community Hub.</p> <p>Audio visual equipment vary between venues and rooms for hire and can be selected at the time of booking. For further information please contact the venue.</p> <p>There may be an Assisted Listening System (ALS) available in some facilities and rooms for fire. A minimum of 24 hours' notice is required if needed.</p>
13. Access / departure	13.1 13.2 13.3 13.4 13.5 13.6 13.7	<p>The Hirer will open and close the venue unless within business hours or an alternative arrangement has been made with the venue.</p> <p>The Hirer must adhere to start and finish times as advised on booking confirmation.</p> <p>When leaving the venue, the Hirer must ensure that any lights, heating and cooling are switched off and close and lock any windows, doors and gates.</p> <p>Care must be taken that persons leave the venue and car park without excessive noise.</p> <p>Tables and chairs used by the Hirer must be wiped down and packed away after use.</p> <p>Events: All items brought into the venue e.g. decorations, food, gifts etc. must be removed from the venue by the end of the booking. Access is not available to the venue by the Hirer the following day.</p> <p>Non-compliance with the above conditions will result in the forfeit of the bond and extra charges may apply.</p>
14. Sub-letting	14.1	No portion of the building hired shall be sub-let.
15. Insurance	15.1 15.2 15.3	<p>The Hirer shall not do or neglect to do, or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relating to fire, OHS issues or public risk in connection with the venue. Therefore, the Hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.</p> <p>Community Public Liability Insurance: Hirers of public facilities are required by law to have community public liability insurance for a minimum of \$10,000,000 indemnity. A copy of the current Certificate of Currency is to be uploaded to your booking under the 'Required Documents' section. You can login to your account here to do so, or if you booked as a guest user, please follow the booking link provided in your booking confirmation email.</p> <p>Community public liability insurance may be arranged through Council by completing the application form which will be provided at the time of booking. Conditions apply. This is not available for commercial business.</p>

16. Safety regulations	16.1	Emergency / Evacuation: Upon arrival Hirers must take note of all exits, fire extinguishers and emergency numbers provided so they are fully informed in the event of an emergency. Hirers should then establish an emergency procedure.
	16.2	Council's after hours number is 9483 8895 for emergencies only. <ul style="list-style-type: none"> • Fire extinguishers are not to be relocated or covered. • Exit signs are not to be covered.
	16.3	Obstructions: The Hirer shall comply in every respect with regulations under the <i>Public Health and Wellbeing Act 2008</i> and Building Regulations 2018 with regard to public buildings for the prevention of overcrowding and shall ensure that at all times exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.
	16.4	Incident / Accident: Hirers of facilities are to report any incident/accident to the venue within 24 hours of the incident occurring.
	16.5	First Aid: The Hirer is responsible for ensuring a personal First Aid kit is available during their booking. Council does not provide first aid equipment or supplies at the venue.
17. Fire restrictions	17.1	On Extreme and Catastrophic days: Council controlled and managed facilities outside of the urban built up areas of Diamond Creek, Wattle Glen, Hurstbridge, Eltham, Research and Greensborough are closed.
18. Damage	18.1	The walls, floors, curtains and blinds must not be pierced or marked by nails, pins, tape, screws or equipment. Any materials used to fix decorations must not damage surfaces or paint.
	18.2	The Hirer is liable to meet the full cost of any damage.
19. Cleaning	19.1	The Hirer is responsible to leave the venue and grounds in a clean and tidy manner.
	19.2	Place all rubbish in relevant bins provided. If bins are full please take rubbish home or extra costs may apply.
	19.3	It is the Hirer's responsibility to mop up any spillages or slip hazards as they occur throughout the event.
20. Theft	20.1	Neither the Council nor its officers shall be liable for any loss or damage sustained by the Hirer or any person, or business entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies the Council against any claim by any such person or business in respect of such article or thing.
21. Liquor	21.1	If intoxicating liquor is to be brought into or consumed in the venue the following will apply: <ul style="list-style-type: none"> • If liquor is available, it must be served with food. • If liquor is to be sold on the premises, and permitted by the venue, a liquor licence will be required. It is the responsibility of the Hirer to obtain a Temporary Limited Licence under the <i>Liquor Control Reform Act 1998</i> and submit this to the venue, one week prior the function. • When liquor is BYO and not for sale, no liquor licence is required. • It is illegal for a person under the age of 18 years to be found in possession of, or drinking alcohol in a public venue or surrounding grounds.

22. Food safety	22.1	Please ensure that any food caterers that are serving/preparing food consumed by the guests at any public event are currently registered within the Council that they reside in. This is to ensure that the business has been regularly assessed as a part of their legislative requirement under the <i>Food Act 1984</i> .
	22.2	If you are preparing to prepare food, at our venue for sale, please contact <i>Council's Environment Health Services</i> on 9433 3111 to obtain a food premises registration. A copy of your current food act registration certificate is required to be provided and or sighted.
23. Smoking	23.1	All Council facilities are designated as a 'Smoke free environment'. Therefore no smoking is allowed in the venue, its grounds or within 10 meters of a children's play area.
24. Party Safe	24.1	With any event, it is strongly advised that you register for Partysafe. This can be done by completing the on-line form on the Victoria Police website via the following link https://service.vic.gov.au/find-services/outdoor-and-recreation/register-a-party-with-the-partysafe-program . Once completed, kindly send through the registration number or upload a copy of the document to the 'Other Documents' section of your booking. You can login here to do so, or if you booked as a guest user, please following the booking link provided in your booking confirmation.
	25.1	The Hirer shall, at the discretion of Council, supply a fully detailed written program showing precisely what is to be conducted at the venue.
26. Acts and regulations	26.1	The Hirer shall conform to the requirements of the <i>Public Health and Wellbeing Act 2008, Local Government Act 1989, Local Government Act 2020</i> and regulations made thereunder, and shall be liable for any breach of those Acts or regulations. Current Victorian Acts and Regulations are available on the Victoria Law Today website www.legislation.vic.gov.au
27. Signage	27.1	Hirers agree they cannot advertise their event by erecting signs in the Shire of Nillumbik, except for local community and not-for-profit groups who have successfully applied for permission to use the designated temporary sign locations specified on the <i>Nillumbik Shire Council</i> website www.nillumbik.vic.gov.au
	27.2	Hirers erecting signs illegally may be prosecuted.
28. Auxiliary power	28.1	In the event of any power restrictions being imposed by statutory bodies the Hirer at their own expense, may make arrangements for temporary supply, subject to the approval of Council of the type and placing of the temporary installation.
29. Privacy notification	29.1	Council is collecting the personal information requested for venue hire purposes only. By providing this information the Hirer understands and accepts that the information will be used solely for this purpose and may apply to Council for access or amendment to this information at any time.
30. Disputes	30.1	In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of Council shall be final and conclusive.

<p>31. Facilities</p>		<p>Venue address and specific conditions:</p> <p>31.1 Eltham Library Multi-Purpose Room <i>Panther Place, Eltham</i></p> <ul style="list-style-type: none"> • No kitchen facilities, sink access only. • Departure required by 9pm Monday to Friday and 5pm on Saturday and Sunday. • May need to use alarm if last user group in for evening. <p>31.2 Eltham Performing Arts Centre <i>1603 Main Road, Research</i></p> <ul style="list-style-type: none"> • Use instructions for lighting, heating and cooling. • House lighting only for hirers and no audio or visual equipment available. <p>31.3 Eltham Senior Citizens Centre <i>Library Place, Eltham</i></p> <p>32.4 Diamond Creek Senior Citizens Centre <i>Corner Gipson & Elizabeth Street, Diamond Creek</i></p> <p>32.5 Hurstbridge Hall <i>975 Heidelberg-Kinglake Road, Hurstbridge</i></p> <p>32.6 Kangaroo Ground Hall <i>35 Kangaroo Ground-St Andrews Road, Kangaroo Ground</i></p> <ul style="list-style-type: none"> • No access on Extreme or Catastrophic fire danger days. <p>32.7 North Warrandyte Family Centre <i>184 Research Warrandyte Road, North Warrandyte</i></p> <ul style="list-style-type: none"> • No access on Extreme or Catastrophic fire danger days. <p>32.8 Outdoor Performance Centre <i>Civic Drive, Greensborough</i></p> <ul style="list-style-type: none"> • Grounds must be vacated by 10pm. • Toilets to be hired separately for large bookings. <p>32.9 Edendale Community Environment Farm <i>30 Gastons Road, Eltham</i></p> <ul style="list-style-type: none"> • No Balloons, piñatas or confetti allowed on site. • All waste should be removed from the site to be sorted and disposed of in Hirers household waste system (or a waste fee may apply). • No Gas BBQs to be brought on site. • No Food Trucks to be brought on site (Festivals exempt). • Fire Danger days: Edendale Community Environment Farm will be closed on days of Extreme or Catastrophic fire danger rating. • Payment terms - Shelter or Lawn Hire: The following payment and cancellation terms apply specifically to shelter or lawn hire at Edendale Community Environment Farm: <ul style="list-style-type: none"> ○ 100% of venue hire cost & additions/fees such as public liability cover (if applicable) will be due on confirmation of booking. ○ Cancellation by customer on or before 4 days before booking date will result in a 100% Refund of venue hire cost and additions/fees.
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	<p>32.10</p>	<ul style="list-style-type: none"> ○ Cancellation by customer less than 4 days before booking date will result in a 0% refund of venue hire cost and 100% refund of additions/fees. <p>Living & Learning Nillumbik Neighbourhood Houses <i>Living & Learning Diamond Creek – 119 Cowin Street, Diamond Creek</i> <i>Living & Learning Eltham – 739 Main Road, Eltham</i> <i>Living & Learning Panton Hill – 18 Bishops Road, Panton Hill</i></p> <ul style="list-style-type: none"> ● Generally rooms can be booked no further than 4 months in advance, after Living & Learning programs are scheduled. ● Collection and return of keys: It is the responsibility of the hirer to collect and return the key to Living & Learning during office hours or arrange return to the drop box with Living & Learning staff. ● Keys pads are fitted at Diamond Creek and Panton Hill Neighbourhood Houses. Staff will advise the code to access the key. This key must be returned to the key safe at the end of your booking. ● Where the hirer has booked out of office hours, the hirer will open and close the venue according to instructions provided for alarm use. ● Fire Danger days: Catastrophic Fire Danger days – All Living & Learning Nillumbik venues are closed. Extreme Fire Danger Days – Panton Hill venue is closed. ● Liquor: Please note there is to be no sale of liquor and strictly no parties at Living and Learning venues. ● Payment terms: The following payment and cancellation terms apply specifically to hire of Living & Learning Nillumbik venues: <ul style="list-style-type: none"> ○ 100% of venue hire cost & additions/fees such as public liability cover (if applicable) will be due on confirmation of booking. ○ \$30 fee for any cancellation as per Living & Learning 'Fees Charges and Refunds' policy. ○ Cancellation by customer less than 14 days before booking date will result in a 0% refund of venue hire cost, 100% refund of additions/fees.
	<p>32.11</p>	<p>Hurstbridge Community Hub <i>50 Graysharps Road, Hurstbridge</i></p> <ul style="list-style-type: none"> ● Collection and return of keys – For after-hours hire, it is the responsibility of the Hirer to arrange collection of keys with the Hurstbridge Hub Development Officer during hours of Monday to Friday 9am to 3pm. Keys should returned immediately after bookings in the locked key box fitted on the outside of the building to the right of the main doors. ● Liquor - Please note that Hurstbridge Community Hub is a low alcohol venue. ● Liquor cannot be sold at this facility under any circumstances, and if consumed, must be consumed with food. The Victorian Commission for Gambling and Liquor Regulation state that “a temporary limited liquor licence cannot be granted for events held at a premises used primarily by people under the age of 18 years”.
	<p>32.12</p>	<p>Eltham Community & Reception Centre (ECRC) <i>801 Main Road, Eltham</i></p> <ul style="list-style-type: none"> ● Payment terms: The following payment and cancellation terms apply specifically to hire of ECRC: <ul style="list-style-type: none"> ○ 20% of venue hire fee will be due on confirmation of booking.

		<ul style="list-style-type: none">○ Cancellation by customer on or before 28 days before the confirmed booking date will result in 100% refund of venue hire cost and additions/fees.○ Cancellation by customer less than 28 days to (and including) 14 days before booking date will result in a 80% refund of venue hire cost and 100% refund of additions/fees.○ Cancellation by customer less than 14 days before booking date will result in a 0% refund of venue hire cost and 100% refund of additions/fees.
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