

SEAWINDS COMMUNITY HUB ROOM HIRE

TERMS & CONDITIONS

It is the Hirer's responsibility to read these Terms & Conditions carefully and ensure they understand each section and seek clarification if any section is unclear.

Hiring is with and through Rosebud West Community Hub Ltd trading as Seawinds Community Hub (referred to in this Document as "The Hub").

Fees

Room hire fees shall be in accordance with the schedule agreed to with the Hub. Fees are payable on a monthly basis. Payments are to be made by bank transfer or debit / credit card using our online payment process (typically, via Xero).

Use of Space and Equipment

When using the Hub's space and equipment, the Hirer is:

- Not to use or operate any Hub equipment other than that specified in the written Agreement
- Is responsible for bringing the room back to its original condition at the close of their activity. The Hirer is required to return furniture to the same position as it was at start of hire. The hired room(s) must be left in a clean and tidy condition. This includes assembling/disassembling all tables and chairs used for their group
- Is responsible for removing all decorative material, left-over items, left-over food and beverages, etc, after the close of their activity
- Is responsible for turning off all lights, heaters, and air-conditioners when finished with the room(s)
- Is responsible for providing all supplies and materials necessary for their activity
- Must close and/or lock doors (where applicable)
- Is responsible for leaving the kitchen in a clean and tidy condition (where applicable), all fixtures, utensils, dishes, and cutlery are to be left in good order and clean condition
- Must ensure all rubbish is disposed of in the rubbish bin(s) provided
- Must ensure they / their members do not enter nor use any other area of the Hub other than that identified (and paid for) as part of the Agreement

As a not-for-profit organisation, the Hub operates on minimal staff and it does NOT have staff to clear, clean and put away furniture and room items for individual groups.

If areas are not left in original condition after an event, and in a usable condition, a fee for clean-up and any remedial works will be charged to the Hirer.

Keys, Codes, and Security

For room hires during the Hub's office hours, the Hirer will not be provided with after-hours access information.

For room hires required outside of reception hours, the Hub will provide all necessary access instructions to the Hirer prior to the booking date (this will include building key lockbox code, etc). The Hirer is responsible for ensuring the Hub is fully locked up, armed, and secured once they have finished their activity.

Cancellations by the Hirer

Cancellations should be made more than 48 hours in advance of a booking date to avoid a cancellation fee. Should a room hire cancellation be made 48 hours or less before the booking date, the full room hire fee will be payable by the Hirer.

Cancellations by the Hub

Whilst we will do all we can to prevent this situation, the Hub reserves the right to cancel any booking, and accepts no liability whatsoever if this action is taken. However, should it be necessary to cancel any booking for this reason, all fees paid for room use will be refunded.

Time Required for Booking

Use of the room as authorised is to be for the agreed times only. At the time of booking a room hire, please remember to include the time required for set-up and pack up after the event/activity. Pack up includes returning furniture to position, cleaning up dishes, food, sinks, etc. The Hirer will not be charged for set up and pack up.

Any person committing a breach of any one or more of the Conditions of Use of the building or noise is liable to be expelled from the building and the booking cancelled.

In the event of any dispute or difference arising as to the interpretation of these Conditions, or of any matter or thing contained in the document, the decision of The Hub, shall be final.

Damage and the Hirer's Responsibility

The Hirer shall be responsible for the costs of repairing all damage to the building, fixtures, fittings, and contents (fair wear and tear accepted) incurred during the use of the room.

The floors, walls, windows, blinds or any other part of the building or any fittings or furniture, shall not be broken, pierced by nails or screws or in any such manner or in any other way damaged, and no notice, sign, advertisement, scenery, stage property, decorations, electric light installation or fittings of any kind shall be erected in the building, brought into the building or attached or affixed to the walls, doors or any other portion of the buildings fittings of furniture without prior consent of 'the Hub' Management.

If consent is granted, these together with any appliances or fittings, shall be removed immediately from the building on termination of the hire.

Insurance

The Hirer and their group shall not do anything which has, or the potential to have, an adverse effect on the insurance policies of the Hub or of the Mornington Peninsula Shire.

The Hirer agrees to indemnify the Hub and the Shire to the extent that such policies are affected through any such act of commission or omission.

For Non-Regular Users, the Hub has in place a Miscellaneous Hirer's Policy for public liability insurance only which is in the Hub's name and provides some protection for public liability.

For Commercial and Regular Users, it is the responsibility of the Hirer to arrange additional insurance as required, such as public risk/liability or property insurance etc. The Hirer must provide a Certificate of Currency prior to gaining access to the Hub.

OH&S

Please notify us immediately of any incidents or OH&S issues that may arise. Please take note of emergency procedures / exits and ensure members of your group are also aware.

Please telephone 000 in case of emergency.

The Hub has a defibrillator and first-aid kit available to room users in the case of an emergency. These are located at reception.

After-Hours Contact

Should a building maintenance problem arise outside of normal business hours that needs to be addressed urgently, please contact the Mornington Peninsula Shire 1300 850 600 (24 hours).

Please telephone 000 in case of emergency.

Should any other issue arise outside of normal business hours, please contact the Hub CEO (contact details will be shared via email).

Parking

There are 40 car parking spaces at the Hub and they are available for the Hub's members, ELC families, and room hirers on a first-come-first-served basis.

Vehicles should not be parked at the front loading bay nor on the grass nor other areas which are not designated parking spaces.

Smoking, Gambling and Alcohol

Smoking is not permitted at any time inside the building or around the entrances.

No game of chance, at which either directly or indirectly money is passed as a prize is permitted.

If alcohol is to be sold or included in the price of entry, the Hirer must:

(a) check the appropriate permit - Liquor Licensing Vic (<https://www.vcglr.vic.gov.au/>)

(b) provide a copy of a Liquor Licence to SCC to endorse the Hiring application.

No alcohol is to be served after 9.00pm.

Obstructions

The Hirer shall comply in every respect with the regulations under the Health Acts with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any other part of the buildings. Any person causing an offence against such regulations shall be removed from the building.

Police or Security Presence

The Hirer shall, when directed by the Hub or a Mornington Peninsula Shire representative, arrange for Police or Security to be in attendance.