



General Conditions of Hire

- a) The right to use any venue is subject to YMCA Management receiving a completed Facility Hire Application Form, signed by the proposed Hirer undertaking to comply with all Terms & Conditions of hire. Where the Hirer is a Community Organisation the application must be signed by the President or Secretary or an appropriate authorised representative appointed by the Committee of Management.
- b) Bookings will be a minimum of 1 hour and will be allocated in minimum 30 minute blocks thereafter.
- c) Peak time bookings may be allocated in 2 hour blocks (i.e. 4pm-6pm, 6pm-8pm, 8pm-10pm) at the discretion of YMCA Management.
- d) All bookings will be confirmed in writing.
- e) Tentative bookings will be cancelled by YMCA Management two weeks prior to proposed event/function, unless a signed application form is received within this time.
- f) This is an agreement for casual and regular hire of facilities and does not deem to provide any lasting rights of possession or other tenure over the facility to the Hirer. Nothing contained within these conditions shall confer on a Hirer the right to exclusive possession or right to sub-let the facility in any manner.
- g) Hiring arrangements are to be strictly in accordance with YMCA Manningham Stadiums Terms & Conditions of Hire.
- h) Regular user Organisations can arrange multiple hire and extended term hire to a Maximum of 12 months (2019 calendar year only) by completing one Facility Hire Application Form.
- i) The Hirer shall be entitled to use only those areas in the facility requested by the Hirer and approved by YMCA Management. YMCA Management reserves the right to let any other portion of the buildings for any other purpose or purposes at the same time, where appropriate.
- j) The Hirer must only use the facility for the use specified in the Hire Application Form unless authorised by YMCA Management.
- k) The Hirer must only use the facility between the hours specified in the Hire Application Form or otherwise with permission of Management. Any use beyond those times will be subject to an additional fee. The Hirer will have access to the facility only during the hours specified, set up and pack down are inclusive of these times.
- l) No period of hire shall be transferred or assigned by the Hirer to any other individual or organisation.
- m) The Hirer is not permitted to charge entry or spectator fees to the facility without Management approval.
- n) The Hirer is responsible for the conduct of their members and must ensure they conduct themselves in an appropriate manner in line with the appropriate code of conduct and member by-laws for the sport/organisation.
- o) Animals (with the exception of guide dogs and companion dogs) may not enter the venue.
- p) Food and drink (other than water) will not be permitted on any playing surfaces.
- q) Selling of food/drink is *not* permitted by the Hirer unless prior consent has been arranged in writing through YMCA Management.
- r) The preparation and distribution of hot food is *not* permitted by the Hirer unless prior consent has been arranged in writing through YMCA Management. This includes but is not limited to BBQ's and must be done in accordance with Local Laws and the Food Act 1984.
- s) YMCA Management and their approved contractors may enter and remain in any part of its premises at any time.



Safeguarding Children and Young People

YMCA Manningham is committed to the safety of children and young people in all of our facilities. As such, YMCA undertakes accreditation with the Australian Childhood Foundation to ensure the highest level of safety for our customers and staff. BTBC is required to:

- a) Comply with all obligations as stated in the Working with Children Act 2005 and subsequent amendments.
- b) Comply with the *YMCA Staff Code of Conduct* and *Positive Behaviour Guidance* Policies.
- c) Have a child protection policy in place that meets *Manningham YMCA Safeguarding Children and Young People* standards or will accept responsibility to act in accordance with Manningham YMCA's Safeguarding Children and Young people policies. This includes staff/volunteers being required to hold current working with children clearances.
- d) Supply YMCA with a list of current staff and volunteers who will be working at YMCA sites, along with their valid Working With Children numbers and expiry dates. A form is available from YMCA.
- e) Update Working With Children information each term if there are changes to staff or volunteers. YMCA will regularly audit the validity of Working With Children Checks.
- f) Co-operate with an annual Safeguarding Children and Young people audit of YMCA (if the agreement is ongoing).
- g) Inform YMCA within 30 days of any reports or allegations of serious child abuse or neglect that involves the organisation's staff or volunteers.

Public Liability Insurance

- a) All hirers are required to have Public Liability Insurance for any single event for the sum of \$20 million.
- b) A separate insurance cover may be required for every event / function.
- c) The Hirer must produce a current acceptable Public Liability Insurance Certificate of Currency for the sum of \$20 million as part of the Facility Hire Application.

Liquor Licensing

- a) Alcohol may not be served or consumed at the venue or on the grounds. Intoxicated persons must not be granted admission.
- b) The sale or supply of liquor is forbidden unless the Hirer:
 - i. Has written authorisation from YMCA Management;
 - ii. Obtains a permit from the Liquor Control Commission;
 - iii. Provides a copy of this permit must be submitted with the Facility Hire Application Form.
- c) A liquor licence is required if liquor is being supplied or sold either directly or indirectly, or as part of an all-inclusive charge. The liquor licence application and associated costs are the full responsibility of the Hirer.



Local Laws

- a) In accordance with Tobacco Act 1987 (and changes to the Act 1st July 2007) NO SMOKING is permitted within any enclosed premise. Enclosed means an area, room or premises that is or are substantially enclosed by a roof and walls, regardless of whether the roof or walls or any part of them are:
 - i. Permanent or temporary
 - ii. Open or closed
- b) In schools, smoking is not permitted on the school property and within 4m of entrances to the property.
- c) Smoking is not permitted in areas outside the building within 10m of any doorway, open window or ventilation fixture.
- d) Gambling must not take place in any part of the facility. Gambling is extended to include any game of chance at which either directly or indirectly money is passed as a prize.
- e) The Hirer must comply with all obligations as stated in the Working with Children Act 2005 and subsequent amendments.
- f) The Hirer shall not permit the level of noise from any entertainment to exceed the level recommended by the national Health and Medical Research Council of Australia. The Hirer must meet EPA guidelines and operate with respect to neighbouring residents.
- g) The Hirer shall comply with all regulations under the Health Act and Building Regulations 1994, with regard to public buildings, for the prevention of overcrowding and obstruction of gangways, passages, corridors, or any part of the building. The Hirer is responsible to remove anyone not complying with these regulations.
- h) The Hirer shall conform to the requirements of the Health Act (1958), Local Government Act (1989), any Local Laws or regulations made there under and shall be liable for any breach relating to such Laws and Regulations. Copies of all Acts, Laws and Regulations are available from Council if required or Council can direct you to the appropriate websites.

Signage

- a) Council facilities operated by YMCA are “clean skin” facilities. No notice, sign, or advertisement of any kind shall be erected on the building or attached / affixed to the walls, doors or any other part of the building, fittings of furniture without the prior written consent from YMCA Management.
- b) Users may request to post promotional material on designated areas (noticeboards & brochure racks) within facilities and YMCA website. Notices on windows and walls are not permitted.
- c) Any advertising banners / signs must adhere to the below requirements:
 - i. must be approved for use by YMCA Management;
 - ii. may require prior approval via a permit and must be used in accordance with the conditions stipulated by Councils Health and Local Laws Business Unit;
 - iii. must be placed in designated areas and not block entry or exit from the building;
 - iv. must not create hazard to users of the facility.
 - v. must only be on display whilst the specific program is running unless discussed otherwise with management.
- d) No stage props, decorations, electrical lighting, naked lights or articles of a similar nature shall be used without the consent of YMCA Management. All such articles shall be removed by the Hirer at the end of the function. Any cost incurred by YMCA Management in removing such articles will be charged to the Hirer.



House Keeping Rules

- a) The Hirer should note all fire exits, fire extinguishers and emergency procedures provided within the facility. The Hirer should be aware of emergency procedures as displayed within the facility.
- b) Please Note: YMCA Managements after hours Emergency Telephone Number is 8841 4555.
- c) All users are responsible for setting up and packing up the room in which they hold their programs, meetings, functions etc. Time should be included within the hire period for set up / pack up. This includes putting away all chairs and tables where applicable and restoring the facility to its original layout.
- d) The Hirer is responsible to the leave the premises in a clean and tidy condition. All rubbish, refuse and waste must be placed in the rubbish bins provided with any excess to be removed from site and disposed of by the Hirer in a responsible manner. Floors must be left clean and wet mopping may be required. Any cost incurred by YMCA Management in cleaning the premises shall be recoverable and deducted from the Hirer's bond or charged directly to the Hirer. YMCA Management will notify the hirer prior to undertaking the work.
- e) The Hirer must ensure that all lights and electrical appliances, including heating and cooling are switched off before vacating the facility and are not used unnecessarily.
- f) The Hirer must ensure that all windows, doors and points of entry are properly locked / secured when vacating the facility.
- g) Gas bottles or flammable liquids must not remain onsite at the end of use. This includes overnight between uses.
- h) Facility keys may be collected prior to the Hire booking from the YMCA Stadiums Management Office and must be returned on the next working day following the last booking day.
- i) A thirty dollar (\$30) key bond may be charged to the hirer and will be returned with the bond on return of the key.
- j) Parking Attendants or Security Staff may be required by the Hirer. The employment and the cost of such shall be borne by the Hirer.
- k) The Hirer accepts all fixtures, fittings, furniture and equipment on an "as is basis".. Any pre-existing damage or emergency should be reported immediately.
- l) It is the responsibility of the Hirer to undertake a pre-inspection to assess venue suitability.
- m) YMCA Management may supply, at a cost, the use of appropriate sports equipment, tables and chairs if available. Hirers are responsible for supplying their own crockery, cutlery, glassware, linen, etc.
- n) A \$100 call out fee will be applicable if a YMCA Management representative is called out to a facility outside normal working hours, (Normal working hours are Monday-Friday 9.00am-5.00pm). Failure to collect venue keys prior to event booking (where applicable) will incur the \$100 call out fee.
- o) YMCA Management does not insure any property or belongings of the Hirer or any other person. Hirers should (at their cost) insure any property kept at the facility against all risk.
- p) YMCA Management shall not be liable for any loss or damage sustained by the Hirer or any person entrusted to or supplying any article or thing to the Hirer by reason of any such article or article being lost, damaged lost or stolen. The Hirer will indemnify the YMCA Management against any claim in respect of such article or thing.
- q) It is the responsibility of the Hirer to arrive and depart the facility in accordance with the times stated on the Facility Hire Application Form. The Hirer and its associates must ensure that their use does not cause a nuisance to any other person or local resident. In particular the hirer must ensure a timely and considerate vacation of the premises after use.
- r) First Aid Kits and associated equipment may be required when hiring one of our venues.



Property Damage

- a) The Hirer shall be responsible for the full observance of good order and condition and for the maintenance and preservation of good order in the facility, throughout the duration of the hire period.
- b) All persons using the facility should behave in an orderly manner and no damage to property shall be permitted to any part of the facility.
- c) The floors, walls, windows, blinds or any part of the facility or any fittings or furniture shall not be broken, pierced or damaged in anyway, including the use of adhesive tape.
- d) The Hirer shall pay for any damage including external and environmental damage, except normal wear and tear.
- e) YMCA Management will carry out all repairs resulting from any damage at the full expense of the Hirer. The Hirer must not attempt to carry out any repairs to damage caused without YMCA Management approval.
- f) In the case of property damage related to vandalism/misuse the hirer will be responsible for the full cost of repair.

Hire rates and Payments

- a) Hire Fees shall be in accordance with the YMCA Manningham Stadiums Pricing Schedule.
- b) All other Fees and Charges must be paid on or before collection of keys. Charges apply from entry to the facility and until the function concludes and the facility is cleaned and securely locked.
- c) All payments are to be made by EFT or direct debit.
- d) If the Hirer has booked numerous events over an extended period of time, they will be billed in advance through a Monthly billing process and considered a regular Hirer.
- e) Changes or corrections to invoices will not be made beyond their due date.
- f) A security deposit (Bond) may be paid by the Hirer as security against damage to the building, furniture, fittings and any cleaning undertaken by the YMCA Management resulting from the Hirer's use of the premises.
- g) Charges may apply for the use of program specific equipment.
- h) In some instances storage may be available for regular hirers. There may a cost for storage based on the size required. Storage space that is provided must not be exceeded by Hirer.

Cancellation and Alterations of Booking

- a) All cancellations and/or alteration must be made in writing at least fifteen (15) days prior to your booking date;
 - If cancellation is notified more than 15 days prior to your booking no charge will be incurred*
 - If cancellation is notified within 15 days of the booking, 50% of booking charge is applied*
 - Booking cancelled with less than 10 business days notice will incur the full charge*
- b) Unpaid or overdue fees may lead to cancellation of booking or access being restricted.
- c) Management reserves the right to cancel or make an alteration to bookings at any time.
- d) If a cancellation or alteration is made, efforts will be made to accommodate the Hirer at another facility or provide an alternative option for the Hirer.
- e) Management reserves the right to request the use of the facility, should it be required for special purposes, one-off events or maintenance.
- f) All exclusion dates for the hire period, must be shown. Groups must give a minimum of fifteen (15) days written notice management of any exclusion/cancellations not included in your



booking. Failure to comply with this requirement will result in the designated hire fee being charged.

Determination

- a) If the Hirer commits permits or allows any breach or default in the performance and observance of any of these conditions of the Hire, YMCA Management may terminate the permission to use the premises and the Hirer shall immediately vacate the premises and any security deposit shall be forfeited to YMCA Management.
- b) It shall be at YMCA Management's discretion to refuse to grant the hire of a facility in any circumstance and notwithstanding that permission to Hire the facility may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, YMCA Management shall have the right to cancel such permission and direct the return of the fees and deposits paid. The Hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

Privacy Act

- a) YMCA Manningham (YMCA) acknowledges and respects the privacy of individuals. The information being collected on this form is for the purpose of processing facility bookings. The intended recipients of this information are the YMCA, its authorised staff and contracted service providers such as financial institutions and Government agencies as covered by law. The YMCA Privacy Policy is available at: www.manningham.ymca.org.au
- b) CCTV is active in some facilities and the management of the associated images will not be given to any party but the appointed management body, authorised YMCA staff and Victoria Police.
- c) The Hirer is not permitted to install or use any form of CCTV in the facility without written permission of YMCA Management.

Emergency Procedures and First Aid

- a) The Hirer is required to have a minimum of one staff member that is suitably First Aid qualified in the facility at all times.
- b) The Hirer is required to have appropriate First Aid Equipment available for use and ensure appropriate use of provided First Aid supplies and equipment.
- c) All significant injuries and incidents that occur within the centre, including those that require the attendance of any emergency service, must be reported to Management as soon as is practicable and appropriate report forms completed, as required. Appropriate records of such incidents must be maintained by The Hirer. Such incidents include, but are not limited to;
 - Incidents where Emergency Services (Ambulance/Fire/Police) attend the site
 - Incidents where a customer is admitted to hospital or requires medical treatment for an injury sustained in the facility
 - Incidents that are deemed reportable to WorkSafe Victoria.
- d) Appropriate representatives of The Hirer may be required to attend an annual induction with Centre Management to review the emergency and evacuation procedures, and the role The Hirer and YMCA play in the event of an emergency.



Fire Danger Ratings - Code Red Days

- a) YMCA Stadiums Management reserves the right to close any facility it deems unsafe in line with YMCA Bushfire Preparedness procedures.
- b) Should a Code Red Day be announced, all bookings in any Manningham Community Venues located in “High Risk” fire danger areas will be cancelled. This is a safety precaution for staff and hall hirers in this emergency situation.
- c) No representative of the Hirer is permitted to attend to or enter the facility should a Code Red Day be announced.
- d) Access to facilities on all other fire rated days is subject to the discretion of YMCA and will be guided by Manningham City Council policy and YMCA Bushfire Preparedness procedures.
- e) Facilities located within “Designated Bushfire Prone Areas” may be subject to an additional level of alert beyond the published Fire Danger Ratings on advice from the relevant authorities. These facilities are: *Park Orchards Community Centre, Warrandyte Sports Complex and Mullum Mullum Stadium.*

Stadium Closures

- a) YMCA Managed stadiums are generally closed on Public Holidays including Christmas Day, Good Friday and ANZAC Day. The facility may be open on other public holidays for restricted trading hours. Please check with YMCA Management for exact times.
- b) Access to the facility on Public Holidays is not permitted unless authorised in writing by YMCA Management.
- c) Facilities will close for maintenance during a pre-determined period over Christmas and will not be accessible during this time due to Health & Safety reasons.
- d) Management may close the facility or part thereof for purposes other than Public Holidays. These may include but are not limited to: Major events or tournaments, scheduled maintenance, facility damage or major catastrophic event. Appropriate access to the facility by User Groups will be negotiated with Management during these times and refunds may be granted.

Manningham DISC – Emergency Relief Centre

- a) Manningham DISC, including the reserve (land) that DISC sits on, is a declared Emergency Relief Centre in Council’s Emergency Management Plan and is to be used for emergency management purposes in the event of a municipal or regional emergency.
- b) Activation of the Emergency Relief Centre is decided by Victoria Police and notification is given to Manningham City Council. Council will then notify Management who will immediately notify staff and user groups.
- c) If at any time Manningham DISC is required as an Emergency Relief Centre, all use of Manningham DISC will be suspended immediately during the required period.
- d) Upon cessation of Manningham DISC being used as an Emergency Relief Centre, Manningham DISC shall be returned to regular operation.
- e) Refunds will be granted if Activation of the Emergency Relief Centre impacts any booking.
- f) YMCA and Manningham City Council will not be held liable for any impact on the Hirer beyond the cost of hire for the cancelled period.