

Facility Bookings - Terms and Conditions

Effective Date: October 2024

This policy applies to:

All users of meeting and conference rooms at Guide Dogs Victoria

1. DEFINITIONS

Employees includes all permanent, temporary and casual employees, labour hire & contractors.

Activity means a specific activity approved by a Booking, and can include a specific event (e.g. concert, production).

Booking means any booking made for the use of a Facility, on a regular or casual basis.

Booking Time(s) means the hire date(s) and time(s) nominated by the Hirer, and agreed to with Council, for the use of a Facility for an Activity. Set up and pack up time must be included in total Booking Time.

Casual Hire means a once off or an adhoc hire of a Facility (booking may be over multiple days).

GDV means Guide Dogs Victoria and where the context permits, includes related entities or its employees, contractors, agents, volunteers and other invitees.

Facility means a room, community centre, sporting facility, reserve or building within GDV's area, and includes any equipment/furniture located within that facility.

Hirer means the person or organisation making a Booking and where the context permits includes the employees, contractors, agents, volunteers, authorised representatives, and other invitees of the Hirer.

Period of Hire means the agreed duration of a Booking, covering all Booking Times (including bump in and bump out times) and can be no longer six months.

Regular Hire means a weekly, fortnightly, monthly or other cyclical hire of the same Facility at the same start and finish time each week, fortnight, month or other cycle.

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2. CONDITIONS OF HIRE

This document sets out the general terms and conditions of hire that apply to any Regular Hire or Casual Hire of a Facility. Any breach of these terms and conditions by a Hirer will constitute a breach of that Hirer's Booking, and Council will act accordingly. By making a Booking, Hirers warrant that they have read and understood these terms and conditions of hire and will be bound by them moving forward.

3. USE OF FACILITY

- 3.1 Access to the Facility is for the approved Booking Time(s) only. Hirers must not access the Facility at any other time without prior approval from GDV.
- 3.2 The Hirer must not permit access to the Facility to any persons unknown to them, and will be liable for any theft or damage caused by a failure to comply with this requirement.
- 3.3 The Hirer must pay the agreed hire fee(s) on time and as directed by GDV.
- 3.4 In addition to the hire fee, the Hirer may also be charged additional fees/costs in relation to staffing, security, and other facility fees relevant to their booking (these fees and charges will be in accordance with the GDV Fees and Charges Schedule), and the Hirer acknowledges that it is aware of these possible additional fees and which are likely to apply to its Booking, and agrees that it will pay these as directed by GDV.
- 3.5 If required to by GDV prior to the Booking Time(s), the Hirer must pay to GDV a bond in an amount to be determined at GDV's discretion, which will be returned to the Hirer within a reasonable timeframe following the satisfactory vacating of the Facility in accordance with these terms and conditions. The bond may be set-off against any damage or costs resulting from the Booking if required.
- 3.6 The Hirer must not cause or permit any offensive or dangerous activities or behaviour on or from the Facility or create, cause or permit a nuisance or disturbance to GDV, the public or other owners or occupiers of nearby land (noting that GDV will ultimately determine which activities or behaviour is acceptable in the event of any complaint).
- 3.7 The Hirer agrees that it is liable for any damage caused by the Hirer to the Facility on a cost recovery basis.

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- 3.8 The Hirer must comply with all reasonable directions given to the Hirer by GDV in relation to a Booking or Activity, including but not limited to permitted activities and capacity limits for the Facility.
- 3.9 No food or drink will be offered for sale by any Hirer without the prior written approval of GDV.
- 3.10 The Hirer must promptly report to GDV any complaint or incident including but not limited to any injury, food poisoning, allegation of theft or criminal activity, security risk or anything likely to cause controversy and any damage done to the Facility.
- 3.11 No smoking or vaping, open flames, fires, smoke machines or candles are permitted. Battery operated candles are permitted. Smoking and vaping is banned within all GDV owned Facilities except in designated smoking outdoor areas.
- 3.12 The Hirer must carry out electrical tagging and testing on equipment owned by the Hirer.
- 3.13 The Hirer must comply with all relevant legislation, regulations and standards in respect of a Facility (such as hazardous substances, building codes, and weighting structures on irrigated surfaces) or an Activity (such as food standards, music licenses, working with children, and working with vulnerable people).
- 3.14 The Hirer must read, understand, sign and adhere to any applicable 'Event Conditions' where the hire relates to the hosting of an event.
- 3.15 If a particular Booking relates to an event, the Hirer must supply its own staff unless otherwise agreed or directed by GDV, who may require additional staff at the Hirer's cost (for example hospitality staff, security staff, theatre technicians).
- 3.16 The Hirer is required to thoroughly clean the Facility at the end of the Booking Time(s) and return it to the condition it was found, including:
- a) clean any tables, bench tops and kitchen equipment used (i.e. oven, cooktop, microwave & urns as applicable);
 - b) vacuum and/or mop floors; remove any debris and rubbish;
 - c) remove any decorations (no nails, screws, sticky tape and tacks are to be used for fixing decorations);
 - d) ensure all items have been returned to allocated storage areas and all equipment and appliances have been turned off;
 - e) remove all marketing material regarding the Activity if displayed at the Facility or other locations (no nails, screws, sticky tape and tacks are to be used for

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such marketing material within the Facility); ensure all food items have been removed and/or disposed of; securing the premise, including all windows and doors and setting the alarm if applicable;

- f) return the swipe card and/or key to the Facility within 5 days of a Booking Time, unless otherwise agreed (such as for a Regular Hire), and noting that there will be a fee of \$50 for any lost swipe card or key.

4. INDEMNITY AND RELEASE

4.1 The Hirer agrees to indemnify and keep indemnified GDV from and against all actions, costs, claims damages, charges, demands and expenses whatsoever which may be brought or made or claimed against them arising out of or in connection with the Hirer's use of the Facility.

4.2 The Hirer acknowledges that it uses the Facility at its risk and releases GDV from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in, on, over or in the vicinity of the Facility and arising out of or in connection with the Hirer's use of the Facility, except to the extent that they are caused or contributed to by GDV.

4.3 The indemnity and release provided by the Hirer under this clause are independent from the Hirer's other obligations and continue after a Booking ends.

5. CANCELLATION AND TERMINATION

5.1 GDV may cancel a Booking Time at any time at its sole discretion without recourse by the Hirer. This may be without prior notice if related to an emergency situation or unforeseen maintenance requirements.

5.2 If GDV cancels a Booking Time, the relevant hire fee will be fully refunded unless the cancellation is due to a breach of these terms and conditions by the Hirer.

5.3 The Hirer may cancel a Booking Time, however a full refund will only be provided where a Booking Time is cancelled by the Hirer with 7 or more days' notice to GDV. If less than 7 days' notice is provided, no refund will apply.

5.4 GDV may terminate the Booking if the Hirer is found to have provided misleading or inaccurate information when making the Booking, or in the event that the Hirer breaches any of the terms and conditions set out in this document.

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5.5 Payments made in relation to a Booking are not transferable, and Bookings that are affected by inclement weather or excessive heat will not entitle Hirers to a refund of any kind except at GDV absolute discretion.

6. LIQUOR LICENSING

6.1 If the Hirer intends to supply or consume alcohol at the Facility then it must comply with this clause.

- a) It is the responsibility of the Hirer to be acquainted with all the terms and requirements of the Liquor Licensing Act 1997 and the Work Health and Safety Act 2012 or any Act amending or replacing the same and regulations in force for the time being.
- b) The Hirer must obtain and maintain the required liquor licence and is legally responsible for ensuring the safe provision of alcohol during the Booking Time(s).
- c) Evidence of the necessary liquor licence being obtained must be provided to GDV at least 14 days prior to any Booking Time(s), failing which GDV reserves the right to terminate or cancel a Booking.

7. SAFETY AND EMERGENCIES

Safety

7.1 In the event of a power failure / outage that extends longer than 60 minutes in duration during a Booking Time, then that Booking Time shall be cancelled. If the power failure is not caused by the Hirer, all hire fees already paid to GDV will be refunded. GDV is not responsible for refunding any other associated expenses due to a Booking Time cancelled under this clause.

Emergency Procedures

7.2 The Hirer must read, understand and comply with any emergency evacuation procedures relevant to a Facility, which will be provided upon request. All emergency exit doorways and passageways must be clear and unobstructed at all times.

7.3 The Hirer agrees that it will be liable for an afterhours call out fee in the following circumstances:

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- a) failure to activate the alarm and/or lock and secure the Facility, resulting in the attendance of a Council afterhours officer or agent; or
- b) forgetting or misplacing the swipe card or key to the Facility and calling a GDV afterhours officer to unlock the Facility.

7.4 If issues arise (such as the malfunction of an appliance) during the Booking Time(s), the Hirer should call GDV afterhours number.

Extreme Emergencies

7.5 In case of fire at the Facility or if police are required to attend the Facility (for example if there are intruders) during the Booking Time(s), the Hirer must phone 000 and report this to GDV staff onsite or an afterhours officer immediately, or as soon as is practicable.

7.6 The Hirer will be responsible for bearing any costs associated with emergency services call-outs including the fire brigade resulting from the Hirer's misuse of the Facility or a breach of these terms and conditions.

8. SUB-HIRING

Hirers may not sub-hire a Facility under any circumstances.

9. WAIVER

If GDV accepts or waives any breach of these terms and conditions, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach.

10. AMENDMENT OF BOOKING

GDV may amend any term or condition of a Booking with thirty (30) days' notice to the Hirer, and the parties may otherwise agree to amend the terms of a Booking at any time by mutual agreement.

11. SEVERANCE

If any part of these terms and conditions is found to be invalid or void or unenforceable, then that part will be severed from the relevant Booking and the remainder of the Booking will continue to apply.

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FACILITY RULES

Venue	Facility Rules	Is Alcohol permitted?
Betty Amsden Education Centre	<p>No exceeding occupancy limits</p> <p>No nails, screws, sticky tape and tacks are to be used for fixing decorations on any hard surface Free-floating balloons, confetti and rice are not to be used.</p> <p>No smoke machine/s or artificial smoke to be used.</p> <p>Confetti and rice are not to be used inside the building there will be a cleaning fee incurred.</p> <p>No food items are to be left on the premises following a function.</p> <p>No pets allowed</p> <p>No open flames or smoking allowed</p>	Yes, refer to liquor licensing requirements.
Conference Room	<p>No exceeding occupancy limits</p> <p>No using amplified sound or amusement structures without prior approval.</p>	No
Immersion room	<p>No exceeding occupancy limits</p> <p>No using amplified sound or amusement structures without prior approval.</p>	No
Children's Activity Room	<p>No exceeding occupancy limits</p> <p>No using amplified sound or amusement structures without prior approval.</p>	No