

MULTICULTURAL HUB

REGULAR USERS TERMS AND CONDITIONS OF HIRE

The Multicultural Hub aims to provide a safe environment for all to enjoy free from discrimination or harassment of any kind, all users are expected to respect the nationality, ideas, beliefs, opinions, ethnicity, religion, gender and age of others using the hub at all times.

1. Hire Fees: Hire fees must be paid in advance of the booking. If the booking is made within 3 working days of intended use, fees must be paid in person at the Hub in cash, via eftpos or credit card. Additional fees will be charged if the room is not vacated within 15 minutes of the booked time

2. Bond: Hub Management may request the payment of a \$300 bond for any booking. If requested the bond must be paid 14 days in advance of the booking and will be refunded if the Hub is left in good condition within 28 working days of the conclusion of the booking. Cleaning and repair charges will be deducted from any bond if required.

3. Payment Schedule and cancellation. The following conditions apply to regular users:

- You may make a tentative booking for the whole year. This is recommended to secure your place.
- Bookings must be confirmed quarterly in advance in the months of February, May, August and November
- All invoices will be issued monthly in advance. Once your invoice has been issued you will not receive a refund on cancellations for those bookings invoiced.
- Any occasional bookings that are additional to your normal schedule must be paid for prior to the booking date. Bookings made less than 5 days in advance of the event must be paid for in person at the Hub with cash, credit card or Eftpos.

3a Refunds: Refunds will be issued less the cancellation fees in accordance with point 3.

Refund can be done only if you have no outstanding accounts with AMES.

4. Children Supervision: Children are very welcome at the centre. We do ask that children are supervised at all times and are not permitted to roam outside the hired room or tamper with displays and equipment. It is also a safety requirement that young children be accompanied to toilets.

5. Room Pack Up & Cleaning - The premises and facilities must be left in a clean and tidy condition by the hirer prior to vacating the premises. If you do not wish to sweep and vacuum the floors we can arrange this for you for an additional fee.

- All rubbish and recycling MUST be disposed of in the appropriate bins in the car park.
- All tables must be wiped and floors swept, mopped or vacuumed. (unless you have prepaid a fee)
- At the end of the function all furniture must be stacked in the storage room or around the edge of the room unless otherwise advised by Multicultural Hub staff.
- The kitchen, worktops, oven, microwave, fridges, freezer and equipment shall be wiped down and all food and beverages removed.
- Any item left in the hub is at your own risk.
- Failure to comply with any of these conditions could lead to additional charges.
- Set up of the Venue is the responsibility of the Hirer unless a set up fee has been prepaid.

6. Damages: The hirer will be liable for replacement or repair of any items or areas damaged by their guests. It is the responsibility of the hirer to inform the Hub staff of any damages which occurred during the course of the function, further penalties may apply if undisclosed.

7. Smoking: The Multicultural Hub is a non-smoking venue and this. Smoking is not permitted inside the buildings at any time. This includes the Car Park.

8. Furniture: Please take care not to scrape, bump or chip furniture, walls, floors or doorways while moving

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furniture and equipment. All items of furniture must be returned to the appropriate storage area or stacked within the room as instructed by staff. Failure to do so may result in additional charges.

9. Crockery and Cutlery: All crockery, cutlery & AMES mugs must be washed, dried, and stacked back within the room. Washing facilities are available at the end of the corridor.

10. Catering. You are welcome to use your own caterers for your event however you must ensure that caterers equipment is packed up and collected within the time frame of your booking. Caterers may NOT bring any Gas bottles or gas cooking equipment into the Hub. When using external caterers we strongly recommend that you pay for room pack up and cleaning.

11. Alcohol: An event where alcohol is being sold or an entrance fee charged The Hirer must -obtain the appropriate permit from the Liquor Control Commission; and provide a copy of such permit to the Hub Manager at least fourteen (14) days before the First Hire Date; and display the permit at the Venue during the Hire Period. The Hub Manager may prohibit alcohol being brought into, distributed or consumed at the Venue if it believes this is reasonably necessary to maintain law and order or compliance with these Conditions of Hire.

12. Obstructions: The Hirer must ensure that all Emergency Exits, Access Ramps and Stairways remain clear at all times.

13. Insurance: Hirers of the Council owned or controlled facilities not otherwise insured are covered under the Council's Community Liability pack provided the number of hires does not exceed 52 times per year per hire and hirers are not for profit.

Unless the hirer is covered under the " Council's Casual Hirers of Council owned or controlled facilities" Insurance Policy, the hirer shall at all times during the agreed term, be the holder of a current Public Liability Insurance Policy in respect of the activities specified herein providing coverage for a minimum sum of twenty million dollars \$ 20,000,000. The Public Liability Insurance shall be effected with an insurer approved by council. The public Liability Insurance shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer

14. Indemnity: The Hirer agrees to indemnify and to keep indemnified the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made against them, or any of them, in connection with the Hirers performance or purported performance of its obligations under this agreement and be directly related to the negligent act, errors or omissions of the hirer. The Hirers' liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability. The Hirer agrees to provide Council a copy of Certificate of Currency with completed booking forms.

15. Compliance with law and other directions.

The Hirer must at all times comply with any reasonable direction by the Hub Manager or staff member, Melbourne City Council rules, regulations and by-laws; all other applicable laws.

16. Power Restrictions. The Hub Manager is not responsible for any restriction imposed on the supply of electricity or water during the Hire Period.

17 No Subletting: The Hirer must not sublet or assign its Booking to any person or entity without the prior written consent of the Hub Manager and on such terms and conditions as the Hub Manager may specify.

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18. Theft. The Hub Manager is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the Venue during the Hire Period or kept in storage as a result of any theft.

19. Works. The Hirer must not interfere with the electrical, lighting or audio installations at the Venue; or interfere with any structural aspect of the Venue; or undertake any other work at the Venue without the prior written consent of the Hub Manager.

20. Decorations: The erection of streamers, flags, bunting or other decorations, or the erection or placing of structures in the Venue may only be carried out with the prior approval of the Hub Manager. No Adhesive Tape or BluTak may be placed on the floor or any painted surface. The Hirer must remove all decorations or structures and will be responsible for any costs associated with any damage to Council property caused by the placement or removal of a decoration.

21. Equipment: All equipment hired by the Hirer will be the full responsibility of the Hirer and the Hub Manager is in no way responsible for any such equipment. The Hirer warrants that all equipment and goods brought into the Venue during the Hire Period are clean, have no offensive odour, are non-hazardous, are free of vermin and are adequately flame retardant.

22. Cancellation by Hub Manager: The Hub Manager may cancel the Booking by written notice to the Hirer before the First Hire Date if:

- the Hub Manager becomes aware that any event, goods or services proposed to be held or provided by the Hirer is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law, or would be detrimental to the Hub Manager;
- the Hire Fees and/or Bond have not been paid;
- repairs, alterations or additions to the Venue are underway;
- the Hirer has not provided evidence of adequate insurance coverage.

The Hub Manager may cancel the Booking without notice in the event of an emergency or if deemed necessary. If the Hub Manager cancels the Booking without fault of the Hirer, the Hub Manager will refund any amounts paid by the Hirer in relation to the Booking.

The Hub Manager will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the Booking under this clause.

Cancellation or termination of the Booking for whatever reason will not affect any right which the Hub Manager may have to recover money owing for the Booking or to recover damages from the Hirer.

23. Special condition for red and orange rooms.

To maximise use of the facility for all community members, the management may relocate a booking in either the red or orange rooms to another room in the hub to enable a second group to book the room as a combined room. An example may be if a group has the red room booked but the orange room has no booking, and another group needs a large room for their event and the blue room is not available, then the group in the red room will be relocated to another room equal to or larger size, enabling the second group to use the red and orange rooms as a large space. Before this occurs, the booking officer will contact the group affected to advise of the need to relocate. The needs and circumstances of both groups will be considered before any change is made.

24. Breach of Conditions

The Hub Manager or delegate may expel from the Venue any person who breaches any of these Conditions of Hire and the Hirer must indemnify the Hub Manager for any cost incurred as a result. The Hub Manager may immediately terminate the Booking during the Hire Period if it reasonably believes these Conditions of Hire are being breached and the breach has not been remedied by the Hirer after being directed by the Hub Manager verbally to do so.