



## **Terms and conditions of hire for Wonthaggi Centennial Centre Meeting Room and facilities**

**July 2023-June 2024**

### **Definitions**

In these Terms and Conditions of Hire and Agreement thereto the following expressions shall have the meanings assigned to them -

**Meeting Room** means the facility known as the Wonthaggi Centennial Centre Meeting Room.

**Hirer** means the person or body specified on the booking request form.

**WBTA** means the Wonthaggi Business and Tourism Association Inc.

**Agreed** means agreed in writing from time to time between the WBTA and the Hirer. Including but not limited to the booking request form.

**Family Function** means uses such as but not limited to weddings, birthdays, engagements.

**Liquor** has the same meaning as the expression of "liquor" in the Liquor Control Act (Victoria) 1987 as amended.

**Cancelled** in relation to the agreed use means the failure by the Hirer to proceed with the agreed use or any part thereof due either to a breach by the Hirer of the provisions of these Terms and Conditions of Hire which may or may not result in the revocation by the WBTA of the licence granted herein or any other reason whatsoever.

Words importing the singular number only include the plural and vice versa, words importing the masculine gender include the feminine and vice versa. Headings herein are for convenient reference only and shall not in any way control of effect the construction of these Terms and Conditions of Hire or any clause thereof.

### **Condition of Entry to the Wonthaggi Centennial Centre.**

In line with Victorian State Government health advice, from Friday 22 October 2021, access to all facilities at the Wonthaggi Centennial Centre will only be available to **vaccinated patrons or those holding a verified medical exemption**. Currently, those under 16 years old do not need to be vaccinated to participate.

Organisations or Businesses who wish to hire the boardroom will be required to sight Proof of vaccination (Covid-19 digital certificate) from all participants who will be attending their function at the Centre prior to confirming their room booking,

## **1. Hiring of the Centre**

1.1 Subject to the provisions of these Terms and Conditions of Hire, WBTA grants to the Hirer a licence and authority to use and occupy the Meeting Room or part thereof and for the agreed use as stated on the Hire Agreement.

### **1.2 Other Authorised Use of the Centre**

The Meeting Room may be used as an official polling booth both for State and Federal Government elections. Such use takes precedence over all other bookings.

## **2. Application and Bookings**

2.1 Each application for use of the Meeting Room must be made upon the prescribed agreement. Such agreement shall be signed by the Hirer and state all required details.

### **2.2 Tentative Bookings**

Except at the discretion of the WBTA tentative bookings will not be held for longer than five (5) days from the date of request.

### **2.3 Cancellation of Booking**

#### **(a) By the Hirer:**

In the event of the Hirer being unable to use the facilities, the Hirer shall remain liable for all charges due if notice is given less than seven (7) days prior to the date of the use.

#### **(b) By WBTA:**

1. WBTA reserves the right to cancel any booking by notice in writing to the Hirer, and thereupon such booking shall be deemed never to have been made and WBTA accepts no liability in the matter whatsoever. This right will only be exercised under exceptional circumstances. Should it be necessary for WBTA to cancel any booking, all fees paid to WBTA in respect thereof will be refunded less any accrued expenses incurred by WBTA on behalf of the Hirer as agreed upon.

2. WBTA may cancel any booking or prohibit any use of the Meeting Room, which is objectionable or dangerous or contrary to the law.

3. If there is a booking request to hire the room and it is already booked the WBTA will call to confirm with the existing booking if this booking is definite, if this happens payment must be made even if cancellation is necessary.

### **3. Payments and Charges**

#### **3.1 Rental**

All rentals as advised shall be paid prior to the Meeting Room being made available.

#### **3.2 Other Charges**

The Hirer shall reimburse the WBTA for total restitution for any breakages of furniture, fittings or equipment at a cost so determined by the WBTA.

### **4. Use of the Meeting Room**

#### **4.1 Security**

- (a) Where a security swipe card is issued it shall be the responsibility of the Hirer to ensure that all doors are properly locked.
- (b) The security swipe card shall be returned to the Information Centre or ArtSpace Gallery during business hours, 11.00am – 3.00 pm on the next working day or placed in the “Key safe” outside the boardroom door after such agreed use.
- (c) Any keys lost may result in the Hirer reimbursing WBTA full costs associated with the installation of a new key system due to security risks.
- (d) The Hirer shall be responsible for the security of all areas of agreed use at all times.
- (e) The Hirer shall directly after the agreed use remove from the Meeting Room all property and equipment together with all other goods of any kind brought into the Meeting Room by the Hirer or his agents, employees or servants. Failure to remove such property, equipment, goods and materials from the Meeting Room may result in a storage charge as determined by WBTA and any associated costs in WBTA removing such property, equipment, goods and materials from the Meeting Room.

#### **4.2 Liquor**

A liquor licence is the responsibility of the hirer.

- A liquor license is required if liquor is being sold either directly or indirectly or as part of an all-inclusive charge. A donation would be considered to be the same as an all-inclusive charge.
- If wineries are supplying liquor they should take out their liquor license in any circumstance where a license is required.

A limited license takes approximately 35 days to process. An application fee applies. The application fee is not refundable. Please contact Liquor Licensing

Victoria for further information. The application can be either lodged online via the Liquor Licensing website - [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) or via the mail.

#### 4.3 Safe and Proper Use of the Meeting Room

- (a) The Hirer and his agents, employees and servants will use the Meeting Room and its facilities and equipment in a safe proper and efficient manner to the satisfaction of WBTA and will immediately comply with any direction of WBTA in connection with the safe and proper use of the Meeting Room.
- (b) The Hirer shall leave the Meeting Room and its furniture and fittings in a clean safe and proper condition to the satisfaction of WBTA.

#### 4.4 Alterations and Additions

- (a) The Hirer will not make any alteration or addition to the structure of the fittings, facilities or equipment of the Meeting Room.
- (b) The Hirer will not provide any additional decoration or furnishings to the Meeting Room unless the same shall have been previously approved by WBTA.

#### 4.5 Additional Equipment

If the Hirer wishes to bring additional equipment into the Meeting Room, such as electrical devices and mechanical equipment this must be of an acceptable condition. A list of any additional equipment must be provided with the Hire Agreement. WBTA has the right to refuse approval for the use of any equipment believed to be un-satisfactory or could be detrimental to the Meeting Room.

#### 4.6 Supervision of Personnel

The Hirer shall ensure that at all time his agents and servants or any other persons having entered the Meeting Room pursuant to or in exercise of rights granted to the Hirer under these Terms and Conditions of Hire are properly supervised and under the direction and control of a person nominated by the Hirer for that purpose and the Hirer will advise the Council of the person nominated in Part I of the Agreement.

#### 4.7 Responsibility of Hirer's Appointed Responsible Person

Without limiting his role the "Responsible Person" is to -

- (a) maintain effective communication between the hiring organisation and WBTA.
- (b) accept ultimate responsibility for the actions of all persons associated with the Hirer and be present at all times during the hiring.

- (c) to ensure that all electrical equipment is switched off in accordance with Operations Manual, and all doors are properly closed and locked when vacating the Meeting Room.
- (d) to promptly report of damages as they occur.
- (e) to convey to the WBTA all malfunctions or shortcomings in the Meeting Room's equipment etc.

#### 4.8 Obstructions

The Hirer shall comply in every aspect with regulations under the Health Act and the Building Act 1993 with regard to public buildings for the prevention of overcrowding and obstruction to parts of the building especially exit doors. Any person causing an offence against such regulations shall be removed from the building.

#### 4.9 Disorderly Behaviour

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

#### 4.10 Local Laws

The Hirer will in all respects observe and comply with the Local Laws of the Council in force from time to time, in particular to Local Laws pertaining to the use of Council buildings.

#### 4.11 Evacuation

The Hirer shall comply with all directions given by a competent authority including the Chief Officer of the Fire Brigade and any person holding a like appointment in any way relating to the conduct of the venue and shall comply with all rules, regulations and directions with regard to fire precautions.

#### 4.12 Performing Rights

The Hirer shall provide copies of licence for performing rights where appropriate in accordance to the law. Such use includes but is not limited to musical entertainment. Music used for family functions may not require a licence.

### 5. Insurances

#### 5.1 Increase of risk

The Hirer and his agents, employees and servants will not without the written authority of WBTA do or suffer to be done anything in the Meeting Room whereby any policy of insurance on the Meeting Room or its facilities or equipment may become void or voidable or whereby rate of premium thereon may be increased and the Hirer will pay to WBTA in advance all amounts payable by way of costs or increased insurance premiums on any policy of insurance.

#### 5.2 Public Liability

The Hirer must provide proof of current public liability insurance to the value of \$5M if they have applied for and received a liquor license for their event/meeting.

## **6. Indemnities**

- 6.1 All claims actions and demands losses damages costs and expenses for or in respect of which Hirer or its agents, employees and servants shall or may be liable or become liable in respect of or arising from any accident loss damage or injury to any persons or property by reason of any act, default, omission, breach or duty of breach or statutory duty on the part of the Hirer his agents and servants invitees contractors or sub-contractors in that part of the Meeting Room in respect of which this licence is granted whether founded in negligence or otherwise.
- 6.2 All claims actions demands losses damages costs and expenses for and in respect of any loss damage or injury caused by any officer of WBTA or the WBTA staff when acting under the direction order or control of the Hirer his agents, employees or servants in connection with the agreed use pursuant to these Terms and Conditions of Hirer whether founded in negligence or otherwise.
- 6.3 Any other claim action demand loss damage or cost of any kind that is consequent upon the agreed use pursuant to these Terms and Conditions of Hire.