

## POLICY AND GUIDELINES FOR FACILITY USE AND HIRE

### 1. HIRE AGREEMENT

- All groups or individuals hiring North Melbourne Language and Learning (NMLL) shall firstly complete an 'Application to Hire Facility' form which shall be signed by the responsible person (hirer). This applies to all hirers.
- The Hire Agreement shall be lodged with the North Melbourne Language and Learning, who shall keep a record of all bookings. Priority will be given to not-for-profit engaged in learning activities.
- There are limits on the number of people who can attend the centre depending on the rooms hired. North Melbourne Language and Learning will advise hirers of the number of people that can attend. Hirers must ensure their usage does not exceed the numbers specified.

### 2. HIRE CHARGE AND BOND

- A bond will be required as part of security against damage, or for breach of any part of the agreement including failing to maintain the centre in a reasonable standard.
- Hire charges can be paid in advance or users will be billed monthly. Failure to pay hire charges within two weeks of the date of the invoice may result in a cancellation of the booking. The hire charges may be paid by cash, cheque or EFTPOS. Please refer to the fee schedule for current hire charges.
- The hire fee for use of NMLL facilities is set in NMLL's annual budget. Fee rates may be changed in the budget. Rates will be confirmed as soon as the next financial year's budget is passed. All hirers will be then charged the new hire rate. A copy of this budget can be found on NMLL website at [www.nml.org.au](http://www.nml.org.au) or by request.
- For the purposes of establishing fees charged group categories are defined as follows: (see fees and charges sheet)

<p><b><u>Subsidised Group</u></b>                  Is group that is subsidised due to hardship as decided by the NMLL manager</p>	<p><b><u>Community Group</u></b>                  Is a group that may be incorporated or who have a membership base</p>	<p><b><u>Govt or Commercial Group</u></b>                  Is a group that is formed as part of a for profit business or is part of the activities of government</p>
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### **3. CANCELLATIONS**

- Cancellation of your whole bookings, in writing or by e-mail, must be made within 10 working days of the date when cancellation is needed.
- Cancellation of specific dates within your booked period, in writing or by e-mail, must be made within two working days (48 hours) prior to the date.
- Failure to comply will result in any charges being made as per hire fees.

### **4. HIRER RESPONSIBILITIES**

- Regular hirers must nominate people from their group to be responsible for opening and closing the rooms and/or premises. These nominated people are the only people to access the centre
- Regular hirers may be provided with alarm codes for the alarm system which must be activated and deactivated as required. Failure to do so resulting in security call outs will be billed directly to the hirer.
- Hirers are responsible to ensure that any person under 16 years of age entering the facility during the hire period is supervised by a specified adult with a one to one ratio.
- Regular hirers are responsible for the behaviour of all people attending the centre associated with their group.
- Regular hirers must comply with cleaning requirements – see section 8. Failure to do so will result in additional cleaning costs being directly billed to the hirer.
- Regular hirers must respect the rights of other groups using the centre. Failure to do so will result in the cancellation of the hire arrangement.
- Regular hirers will be provided with information and training that will assist in the effective use of the centre and its facilities.

### **5. NMLL STAFF**

- In some circumstances NMLL staff members may be in attendance. In this event, hirers must acknowledge NMLL Staff authority.

### **6. FOOD**

- No food is permitted to be sold at NMLL. Groups who are found to be selling food on the premises will risk immediate termination of the Hire Agreement. Please note:

- Only the kitchen stove / oven and / or microwave can be used for cooking purposes.
- No open flames, portable gas or kerosene allowed.
- No cooking allowed on any floors at any time including kitchens, halls, or carpeted areas.

## **7. ALCOHOL**

- No alcohol is permitted at NMLL. Groups who are found with alcohol on the premises will risk immediate termination of the Hire Agreement and forfeiture of bond.

## **8. CLEANING REQUIREMENTS**

- It is the responsibility of the hirer to ensure that all areas of use of NMLL are left in a clean and tidy state. Cleaning is required at the end of usage and before leaving the premises. Should the premises be left in an unsatisfactory state, NMLL will bring in cleaning staff and the cost shall be passed on to the hirer. Basic cleaning materials suitable to assist in cleaning are provided.

Leaving the Centre clean and tidy means:

- All rubbish must be placed in the large green bins provided at the rear of the building. No rubbish is to be left inside the facility.
  - All surfaces, including tables, chairs, stoves and sinks are to be wiped clean.
  - All hard floors are to be mopped with hot soapy water, paying special attention to areas where drinks have been spilled.
  - All carpets are to be vacuumed.
  - All chairs and tables are to be wiped returned to the agreed placement as per the diagram on the wall
  - All brooms, mops and cleaning equipment used are to be washed and returned to the storeroom / disabled toilet.
- You should leave enough time after your program is finished and participants have left to attend to the cleaning.
  - Should the hirer leave the premises in an unsatisfactory state, NMLL reserves the right to terminate the hire agreement.

## **9. EQUIPMENT HIRE**

- All equipment must be returned to the appropriate storage area.
- The hirer is responsible for the cost of replacement or repair of any damaged or misplaced equipment which is hired as part of this agreement with North Melbourne Language and Learning.

## **10. NO SMOKING**

- There is a strict no smoking policy for the North Melbourne Language and Learning. This policy must be enforced at all times.
- There is a 10 metre smoking exclusion zone around all entrances to NMLL

## **11. VACATING THE BUILDING**

- Scheduled activities within the building are to cease by the agreed time.
- Representatives nominated as 'Responsible Persons' must ensure that the alarm is activated before departure
- If the alarm is not activated within the agreed time and the security firm attends the organisations will be charged any fee incurred.

## **12. NOISE LEVELS**

- North Melbourne Language and Learning is located in close proximity to residential areas, noise levels must be kept to a minimum at all times.

## **13. CAR PARK**

- The front entrance of North Melbourne Language and Learning must be free of parking at all times to allow for immediate access in the event of an emergency. Please note the following:
  - The car park at rear of building is for residents only
  - Parking is available on all surrounding streets.

## **14. DAMAGE**

- If any damage takes place to the North Melbourne Language and Learning facility, equipment or surrounding grounds during use, the cost of the damage will be estimated by the NMLL. The cost shall be final, without right of appeal, and such amount shall be paid by the hirer immediately on request.
- Where the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond. Where the amount is greater than the bond, the bond will be withheld and an account will be sent for the balance.

## **15. INSURANCE**

- It is essential that all groups regularly using NMLL take out a Public Liability Insurance Policy and provide a current copy.

## **16. REGULAR USE**

- New regular hirers are subject to a three month trial period, along with regular reviews. All regular hirers will need to re-apply at least annually.

## **17. CLAIMS**

- North Melbourne Language and Learning will not be held liable, as the hirer shall be responsible for any accident, loss or damage, or any injury sustained by any person or persons using any part of North Melbourne Language and Learning and its facilities and equipment during the currency of the hiring.
- Any equipment or articles brought onto the premises by the hirer are on the premises at the hirer's own risk.

## **18. AFTER HOURS EMERGENCY TELEPHONE NUMBER**

- In case of an emergency- call 000
- This number is only to be used in emergency situations and non-emergency calls may be charged to the hirer.
- North Melbourne Language and Learning reserves the right to determine the definition of an emergency situation.

## **19. REFUSAL TO LET**

- It shall be the discretion of the North Melbourne Language and Learning to refuse to let its facilities.

## **20. DISPUTES**

- In the event of any disputes or differences arising as to the interpretation of these conditions, or of any other matter or thing contained therein, the decision of North Melbourne Language and Learning shall be final and conclusive.

## **21. PRIVACY STATEMENT**

- North Melbourne Language and Learning acknowledges and respect the privacy of individuals.
- The information that is being collected on these documents is for the purposes of processing your application to hire the facility as a regular user.
- By completing this, NMLL accepts that the citizen has consented to this information being collected.

- The intended recipients of this information include NMLL, its authorised staff and relevant government authorities.
- You have the right to access and alter personal information concerning you in accordance with the Commonwealth Privacy Act (Amended 2001) and the NMLL privacy policy.