

Community Facility (Halls) Usage Policy



**MORNINGTON
PENINSULA**
Shire

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1 Introduction

Council makes a significant investment and contribution to the management of Community Facilities and aims to create strong and resilient communities with equitable access to a diverse range of supportive community infrastructure.

Council encourages the use of this extensive network of facilities by a broad range of individuals, groups and organisations. These Community Facilities play a key role in the support of Community, educational, recreational, cultural and social activities and services, which encourage active Community participation and make a valuable contribution to the local Community leading to increased community connection, participation, health and well-being.

2 Purpose

The purpose of this policy is to provide a consistent, equitable and transparent framework in the use and management of Community Facilities by the Council.

3 Objectives

To provide consistent, clear, equitable and transparent guiding principles for the use of Community Facilities by the community.

- To ensure Community Facilities are managed and used in a safe, inclusive, accessible and equitable manner.
- To optimise use of Community Facilities by providing diverse facilities that support multi-use and encourage higher usage rates by a range of Hirers.
- To identify needs of community groups and individuals who require additional support and access to Community Facilities.
- To reduce operation administration, improve the provision of services and create a cost neutral delivery model.

4 Owner

The owner of this policy is the Chief Executive Officer.

The Manager – Property & Strategy is responsible for implementation of the policy and all enquiries should be directed to the Foreshore Camping and Halls team in the first instance.

5 Scope

This policy applies to all Hirers wishing to access and use a Community Facility.

This policy does not apply to:

- buildings or tenants for which a lease or licence agreement exists;
- buildings that are owned by Council but managed under contract by third parties on Council's behalf;

- any facility that has exclusive use by one group that has full management responsibilities for that facility; and
- Sports grounds pavilions

6 Definitions

Terms	Definitions
Administration Fee	The fee payable by a Hirer for any cancellations or amendments to a booking. The administration fee is based on the current Schedule of Fees and Charges
Agreement	Means this Community Facility Hire Agreement and includes all annexures and schedules
Application Form	An Application Form submitted by a Hirer to hire the Community Facility
Assessment Tool	The criteria used to assess Special Considerations
Bond	Means the Bond specified to secure the performance of the Hirer's obligations under this Agreement
Casual Hirer	A Hirer who makes an irregular or once off booking of a Community Facility
Claim	Means a claim, action, proceeding, judgment, suit or demand of any nature made or brought by or against a party, however arising and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute or otherwise
Commercial Hirer	A Hirer who hires: <ul style="list-style-type: none"> • for the purpose of commercial benefit, monetary profit or gain • to run an activity from which another entity is expecting to derive a profit from operations • levies fees/charges on participants aimed at recovering the operating costs and generating a profit
Community	Morningside Peninsula Shire Community

Community Hirer	<p>A Hirer who hires:</p> <ul style="list-style-type: none"> • to provide opportunities to members of the public to engage in social, recreational, cultural, community, learning, leisure and/or health and wellbeing services, programs and activities to the benefit of the Shire residents and do not derive a profit • are locally based within the Shire and have limited resources or capacity to generate income • Individual community members using facilities for private functions and activities e.g. private birthdays and functions
Community Facility	<p>A building or part of a building located on Council owned or managed land designated for hire by a range of Hirers. The Community Facilities currently available for hire (as amended from time to time) as listed in appendix</p>
Council	<p>Mornington Peninsula Shire Council and where consistent with the context, includes Council's officers, employees, agents and invitees.</p>
Due Date	<p>The date set out in item 8 of the schedule of the Hire Agreement</p>
Emergency	<p>An Emergency is a sudden, urgent, usually unexpected incident or occurrence that requires an immediate reaction or assistance for emergency situations faced by the recipients of public assistance. Includes but not limited to catastrophic fire danger and all forms of disasters whether natural, the result of a technological hazard or resulting from terrorist or criminal acts</p>
Event	<p>The Hirer's activity, event or function that is advertised to the public and/or requires the public to purchase tickets to attend. Some Events are required to be registered with the Council or subject to a permit process</p>
Fees and Charges	<p>The adopted Fees and Charges set by Council as part of the annual budget process recognising the difference between Commercial and Community Hirers</p>

High Risk Booking	<p>A booking of a Community Facility which, in Council's opinion, has considerable potential to result in property damage, vandalism and/or anti-social behaviour. These bookings include (but are not limited to):</p> <ul style="list-style-type: none"> • birthday parties in the age range 13 – 30 • bucks/hens night • functions that include the sale or provision of alcohol to more than 50 guests or that conclude post 5pm • music festivals • functions with attendances over [100]
Hire Agreement	An agreement between Council and a Hirer for use of a Community Facility on a casual or regular basis for a prescribed fee
Hire Period	The time period for which the Community Facility is to be booked by a Hirer
Hirer	A hirer who may come from, but is not limited to, a community based group, organisation, not for profit incorporated association, partnership, sole trader, charity, government, not for profit incorporated association or individual
Hire Use	Means approved use of the Community Facility specified in item 4 of the schedule of the Hire Agreement.
Liability	Means any liability, loss, cost (including fees, costs, charges and expenses for legal and other advisers on a full indemnity basis), damage, charge, penalty, fine, outgoing or payment, however arising and present or future, fixed or unascertained, actual or contingent.
Low Risk Booking	A booking of a Community Facility which, in Council's opinion, has little or no potential to result in property damage, vandalism and/or anti-social behaviour. These bookings include community functions involving no alcohol
Medium Risk Booking	A booking of a Community Facility which, in Council's opinion, has heightened potential to result in property damage, vandalism and/or anti-social behaviour.

Non-Insured Activities	Activities that are not covered under Council's Community Liability Insurance Policy for facility hire. Such activities include (but are not limited to) games and sporting activities, children's rides, animal rides, amusement rides and devices, inflatable recreational equipment, licenced security personnel, fireworks, pyrotechnics, rock / pop concerts, use of aircraft / watercraft and vehicles.
Party Safe Registration Form	The Victoria Police - Party Safe Registration Form which registers the Hirer's function or Event with the police. The registration form is important to ensure police are aware of the Hirer's function or Event and can provide timely assistance if required
Public Liability Insurance	A policy taken out by the Hirer to cover them for any liability, loss, cost (including fees, costs, charges and expenses for legal and other advisers on a full indemnity basis), damage, charge, penalty, fine, outgoing or payment, however arising and present or future, fixed or unascertained, actual or contingent
Regular Hirer	A Hirer that hires the same Community Facility and makes 11 or more bookings in that Community Facility per year
School	A primary or secondary school based in the Mornington Peninsula Shire
Special Conditions	The special conditions specified in item 10 of the schedule, if any
Special Consideration	Special circumstances arising which make payment of set fees and additional charges difficult for certain Hirers. Applications for Special Consideration may be made to Council under circumstances outlined in clause 7.6 and assessed in accordance with the Assessment Tool

7 Policy

7.1 Community Facilities

Community Facilities are primarily provided to support Community Hirers and the delivery of Community programs. However, without limiting community use, private and commercial use of Community Facilities is also encouraged. Community Facilities are not intended to replace commercial property options for commercial entities that require the use of entire facilities, storage space or significant hours of hire.

Where there are competing interests for a particular Community Facility, the following will generally be given access in this order of priority:

- Community run programs
- Hirers that align with the core or primary designed use of the Community Facility
- Community Hirers delivering activities, programs and/or services of benefit to the community
- Community Hirers that can demonstrate that at least 75% of membership or audience comes from within the Mornington Peninsula Shire
- Schools
- Individual Community Hirers
- Commercial Hirers

7.2 Hirers

To manage demand and accommodate a broad range of activities, programs and services, Community Facilities will be made available for shared use by Regular and Casual Hirers and will not be used exclusively by any one type of Hirer.

7.3 Restrictions and Refusals to Hire

Regular Hirers are required to complete a new Application each calendar year. Council will review each Application individually and limit hiring if there is expressed need from other Hirers for use of that Community Facility or demand for the service provided is not evident.

Council reserves the right to refuse an Application where the Hirer has not adhered to hiring terms and conditions in the past or has failed to adhere to relevant Council policy, procedures, processes or directions in making hire bookings.

Council also reserves the right to refuse to hire to Hirers whose core objectives, principles or policies conflict with Council's adopted plans, policies, and strategies.

7.4 Hire Agreement

All Hirers of Community Facilities must, as a condition of use, enter into a Hire Agreement with Council on terms, conditions and hire rates agreed by Council prior to the Hirer occupying the Community Facility.

7.5 Fees and Charges

Council supports Community Hirers of Community Facilities by significantly subsidising hire fees. The Fees and Charges for hiring a Community Facility are designed to assist

Community with the cost of operating, e.g. maintaining, refurbishing, upgrading and building new community infrastructure.

Any fees for additional requirements will be payable by the Hirer including but not limited to insurance, out of hours call out, set-up / pack-up charges, replacement key, cleaning and repair costs.

All casual Hirers are to pay the appropriate Fees and Charges in full prior to the Hire Period, unless granted a Special Consideration.

7.6 Special Consideration

The following circumstances are eligible for Special Consideration:

- Community Hirers who can prove to Council’s satisfaction that they are unable to pay their Fees and Charges or that payment of their Fees and Charges would lead to financial hardship (as determined by Council).
- Community Hirers engaging in Non-Insured Activities which are not covered under Council’s Community Liability Insurance Policy.
- Hirers for one-off fundraising activities and charity events.
- Community Hirers who can provide satisfactory evidence of an unmet need and demand for their service, activity or program within the Shire and that payment of the hire fee would make provision of the service untenable.
- Hirers for one-off public service events with broad community benefit e.g. community safety forums and town meetings for issues of importance for the wider community.
- Commercial Hirers who can provide satisfactory evidence of community demand, that their program, activity or service aligns with the Community Plan and they can provide evidence they are not collecting sufficient customer fees to cover the commercial hire fees.
- Any other circumstances that Community considers are eligible for a Special Consideration.

Special Consideration will be assessed using the Assessment Tool.

7.7 Bond

A Hirer may be required to pay a Bond in relation to the hire and for the performance of its obligations under the Hire Agreement including (but not limited to) security for any damage to the Community Facility and/or for any cleaning arranged by Council if the Community Facility is left by a Hirer in an unclean condition.

A Hirer may be required to give to Council a Bond in an amount to be determined by Council as follows.

Risk Level	2018 Costs (as amended annually in Community’s Fees and Charges)
High Risk Booking	\$2,000



Medium Risk Booking	\$1,000
Low Risk Booking	\$500

The Hirer if required, must pay the Bond in addition to any Fees and Charges prior to the Hire Period.

Council will refund the Bond to the Hirer within 14 business days after the Hire Period less any amounts to clean, set-up / pack-up, repair any damage caused to the Community Facility or recover any costs incurred due to a breach of the conditions of the Hire Agreement.

Where the Bond is insufficient to cover such amounts, the Hirer must pay the difference to Council on demand.

7.8 Insurance

Commercial Hirers must effect and maintain the requisite insurance as set out in the Hire Agreement. A copy of the Certificate of Currency must be provided to Council prior to the Hire Period. Council reserves the right to refuse an Application where it is not satisfied that these terms have been met.

Uninsured Community Hirers may seek cover under Council's Community Liability Insurance Policy to enable Community Facility hire. This policy does not respond to Hirers who hire more than 52 times per financial year. Non-Insured Activities are specifically excluded. Any claim would be subject to the policy's terms, conditions and exclusions and Council makes no representations or guarantees around the suitability, adequacy or availability of cover.

The Community Hirer may be required to pay an additional insurance fee to Council and will be liable to pay the excess for any claim lodged.

Where third parties are engaged by a Hirer to provide a service during the Hire Period e.g. security guards, DJs, caterers, it is the responsibility of the Hirer to provide copies of the requisite insurance as set out in the Hire Agreement. Council reserves the right to refuse an Application where it is not satisfied that these terms have been met.

7.9 Events

A Hirer must obtain an Event permit from Council's Special Events Team prior to the Hire Period and comply with any conditions of the permit imposed by Council to the Hirer in relation to the Event at the Community Facility.

7.10 Set Ups / Pack Ups

Set up and pack up times will be specified in the Application Form. If Council is requested to set-up and / or pack-up, the Hirer will be provided a quote and if accepted the quoted amount must be paid prior to their Hire Period.

7.11 Storage

Due to limited availability Council cannot guarantee storage space to Hirers at a Community Facility. Storage allocation (if any) will be determined at the time of booking and Commercial Hirers will be charged an additional storage fee.

7.12 Cleaning

All Hirers must leave the Community Facilities in a clean and tidy condition immediately after use. A cleaning fee may be charged in advance to a Hirer that has a High Risk Booking.

Any cleaning required to the Community Facility at the end of the Hire Period will be deducted from the Hirer's Bond.

7.13 Food and Liquor

Council reserves the right in its absolute discretion to limit, impose restrictions and/or prohibit the consumption and/or sale of alcohol at any Community Facility.

If a Hirer's activity involves the preparation and/or sale of food, including fundraising activities e.g. sausage sizzle then a Hirer must comply with all directions from Council's Environmental Health Department.

7.14 Emergency

All Hirers must ensure that they keep identified evacuation routes clear at all times and are familiar with the Emergency evacuation plans for the Community Facility.

7.15 Cancellations and Booking Amendments

By the Hirer:

The Hirer must provide written notice to Council if it intends to cancel the booking of the Community Facility or terminate this Agreement. Where notice received is:

- (a) less than 14 days prior to the Hire Period, all amounts paid or payable will be forfeited
- (b) more than 14 days prior to the Hire Period all amounts paid will be refunded to the Hirer less the Administration Fee

The Hirer must provide written notice to Council if it wishes to amend the booking of the Community Facility. Where notice received is less than 14 days prior to the Hire Period then the Hirer will be charged an Administration Fee.

By Council

The Council may terminate the Hire Agreement immediately on giving written notice to the Hirer:

- (a) if the Hirer fails to pay any amounts payable by the Due Date

- (b) if the Hirer fails to provide and keep current appropriate Public Liability Insurance for the Hire Period
- (c) if the Hirer breaches any clause of the Agreement
- (d) where there is evidence of unruly behaviour at the Community Facility
- (e) if the Council becomes aware of conditions under which the holding of the Event, activity or function for which the Community Facility is hired could jeopardize public safety or order or involve a risk of personal injury or damage to the Community Facility as determined by the Council
- (f) in an Emergency
- (g) if the Facility is required by Council or another government agency or community event.

If the Council terminates this Agreement pursuant to (f) or (g) above, then the Council will use reasonable endeavours to relocate the Hirer to another suitable Community Facility for the Hire Period. In such circumstances, if the Council is unable to relocate the Hirer to alternate premises in advance of the Hire Period then the Council will refund to the Hirer all amounts paid by the Hirer to Council under the Agreement.

The Hirer is not entitled to claim compensation for any loss, damage, cost or expense resulting from the Council terminating the Agreement.

8 Procedure

8.1 Booking a Community Facility

Hirers who wish to book a Community Facility must complete an Application Form prior to the proposed Hire Period. High Risk Bookings applications must be lodged 6 weeks prior to the Hire Period to allow enough time for all requirements to be completed. Council reserves the right to refuse any application if the proposed activity or use conflicts with Council policies or principles.

Applications for Casual Use must be made using the hall bookings form on Council's website (www.mornpen.vic.gov.au).

Applications for Regular Use must be made by completing a form available from the Foreshore Camping and Halls team.

All bookings will be treated as tentative until a completed and signed Application Form and Hire Agreement is received by Council and all Fees and Charges and any Bond are paid.

8.2 Assessment

In assessing an Application, Council will consider the following:

- (a) If the Application has been submitted on correct forms with appropriate Fees and Charges and supporting documentation
- (b) If the Application complies with this Policy and any other relevant Council processes
- (c) If the proposed Hire Use is permissible and compatible with other uses (if applicable)
- (d) allocation of space on a priority basis (in accordance with clause 7.1).

8.3 Approval

If an Application is approved, the Council will process payment which will confirm the booking and from there the applicant who has signed the Application Form is responsible for ensuring compliance with the Hire Agreement.

8.4 Dispute Resolution

If any disputes or differences arise as to the interpretation of this Policy, an assessment of an Application or any other matter pertaining to the use of a Community Facility by a Hirer, the Hirer can appeal in writing to the Manager – Property and Strategy. The decision made by the Manager – Property and Strategy after consulting with the disputing parties will be final and conclusive.

9 Roles and Responsibilities

The following table sets out the key roles and responsibilities under the policy:

Roles	Responsibilities
Manager – Property and Strategy	To ensure policy implementation, compliance, monitoring, evaluation and review. To approve or deny an application where an Application has been escalated
Team Leader – Foreshore Camping & Halls	To approve decisions and finalise Applications in line with policy and processes. To sign off completed assessment for contested Applications and to escalate to Manager for final decision.
Bookings Coordinator	To resolve escalated Applications in line with this Policy. To complete Assessment Tool for Special Considerations
Officers	To review, assess and finalise Applications in line with this Policy.

10 Communication

The Halls team will regularly publicise the Policy among Council employees via Around Our Shire and other available communication tools. The Communications team will publish the Policy on the Council's website.

11 Approved/Adopted

This policy was adopted by Council on 24 July 2018.

12 Review


The policy will be reviewed by 30 July 2019 / The policy will be reviewed annually.

Appendix 1 – Community Facilities for Hire

Appendix 2 – Assessment Tool

Appendix 3 – Hire Agreement


Contact Mornington Peninsula Shire


 1300 850 600 (24 hours) or 5950 1000


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