MORNINGTON PENINSULA Shire

1.0 AUTHORITY

- *Local Government Act 2020*
- Council and Wellbeing Plan 2021 -2025
- Community Facilities Tenancies Policy

2.0 INTENT

Community Facilities play a key role in the support of educational, recreational, cultural and social activities and services and make a valuable contribution to maintaining and improving community wellbeing.

The purpose of this policy is to provide a consistent, equitable and transparent framework for the use and management of Community Facilities by the Mornington Peninsula Shire (Shire). This policy communicates the minimum processes required to Hire a Community Facility and the Shire's commitment to provide Community Facilities for hire which will support equitable use, inclusivity and accessibility to all in our community.

3.0 SCOPE

This policy applies to all Hirers wishing to access and use a:

- Community hall, community theatre or meeting rooms
- Senior Citizens Centre
- The Briars (designated hire areas)
- Police Point Shire Park (designated hire areas)

This policy does not apply to:

- buildings or tenants for which a lease or exclusive-use licence agreement exists.
- buildings that are owned by the Shire but managed under contract by third parties on the Shire's behalf.
- any facility that has exclusive use by one group that has full management responsibilities for that facility
- Sports grounds and fields of play
- Areas of open space
- Community / Neighbourhood Houses

4.0 GOVERNANCE PRINCIPLES

Under the *Local Government Act 2020*, Council must give effect to the following overarching governance principles:

- Council decisions are to be made and actions taken in accordance with the relevant law.
- priority is to be given to achieving the best outcomes for the municipal community, including future generations.
- the economic, social, and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted.
- innovation and continuous improvement are to be pursued.

- the ongoing financial viability of the Council is to be ensured.
- the transparency of Council decisions, actions and information is to be ensured.

5.0 POLICY STATEMENT

5.1 Community Facilities

The Policy ensures a consistent and transparent approach is undertaken when hiring Shire facilities to our community, and considers the needs of the intended hirer, other facility users and our wider Mornington Peninsula (Peninsula) community.

Community Facilities are primarily provided to support community hirers delivering community programs. However, private and commercial use of community facilities is also encouraged, to provide community with a breadth of experiences and to support the maintenance and upgrade of Shire facilities. Community facilities support the delivery of a broad range of activities, programs and services,and therefore are made available for shared use by regular and casual hirers and will not be used exclusively by any one hirer.

Where multiple requests for a facility, for the same day/time, are received concurrently, the order in which the booking will be prioritised is as following:

1. For emergency response purposes and to facilitate State or Federal Elections
2. Programs delivered for residents of the Peninsula, and which provide a Targeted Service for Community Members in Need.
3. Programs run by providers based on the Peninsula
4. Hirers delivering activities, programs and/or services that can demonstrate that at least 75% of membership or audience comes from within the Peninsula.
5. Shire officers or Councillors delivering a Council service
6. Private Community Hirers for private functions / events who are resident of the Peninsula
7. Commercial Hirers delivering programs which do not align with clauses a) to d).
8. Where a hirer is requesting a significant number (more than 104) of bookings per year in one facility, priority will be given to an alternative community hirer to ensure a diverse range of programs are available to the community and to support the sustainability of community groups.

Council may only cancel a booking as per the conditions stated in clause 5.17.

5.2 Hirers

5.2.1 Casual Hire

Any individual, group or organisation that hires a community facility for a once-off occasion or for a limited number of specified dates.

5.2.2 Regular Hire

Any Hirer that hires a Community Facility on an ongoing basis for a minimum of 10 bookings per calendar year or historical events which have run for 3 or more consecutive years.

An invitation to continue regular hire into the next calendar year will be sent to Regular Hirers annually.

Any Regular Hirers not indicating that they would like to continue their Hire within the specified timeframe will forfeit their booking for the next financial year. The forfeited booking will then be opened for applications, firstly to Hirers within the Shire then, if not filled, to Hirers outside the Shire.

Invitations to apply for Regular Hire will be released annually or when space becomes available at a Facility.

Where multiple requests for the same day/time are received, applications will be assessed against the criteria listed in clause 5.1.

5.3 Restrictions and Refusals to Hire

The Shire reserves the right to refuse an application based on the conditions outlined in clause 5.18.2.

5.4 Hire Agreement

All hirers of community facilities must, as a condition of use, enter into a Hire Agreement with the Shire on terms, conditions and hire rates agreed by the Shire prior to the hirer occupying the community facility.

5.5 Fees and Charges

The fees and charges for hiring a community facility are adopted in the annual Council Budget and are available on the Shire's website.

All casual and regular hirers are to pay the appropriate fees and charges as defined in the T&Cs link to the facility.

5.5.1 Fee Waivers

Waivers are only applied to the hire of a facility and exclude fees associated with the use of equipment and additional services including the set up/pack up of the facility, use of AV equipment, additional cleaning, private security and insurance.

A waiver of fees for hire of a community facility is only applicable to hirers who meet the following criteria:

- That the group is a **Registered Charity delivering Charitable Activities**
- A group (whether community other) which is fundraising for a Registered Charity where 100% of funds derived from the event for which the Facility is hired are given to the Registered Charity.
    - A letter of support from the Registered Charity is required at the time of booking to obtain the fee waiver
- **Shire Officers or Councillors for the purposes of running a Council-delivered service**, including a community information session, Council meeting or Citizenship ceremonies.
    - Shire officers cannot book a facility on behalf of an external (community, private or commercial) party
- Accredited **health providers** who are delivering health services at no cost to the community including but not exclusive to vaccinations and health screening.

- Emergency Response purposes

Requests for fee waivers are included in the Hire Application web-form on the website.

Hirers are eligible for up to 52 fee waivers per year. Any more than 52 bookings will be referred to the Shire's Property team to be addressed as either a License Agreement or Lease as per the Community Facilities Tenancies Policy.

5.6 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 the Shire if the Community Facility is left by a hirer in an unclean condition. Where the bond is insufficient to cover such amounts, the hirer must pay the difference to the Shire on demand.

Payment of the bond must be completed within the timeframe specified in the Terms and Conditions of Use to avoid the booking being cancelled.

5.7 Insurance

All Hirers must have public liability insurance cover to a minimum of $20 million which is valid for the date of hire. The booking will only be confirmed once a copy of the hirer's Certificate of Currency is provided to the Shire through the booking process. The only exclusion from this is a private Hirer who is using the facility for private purposes including a wedding or other function.

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.

5.8 Public Health Orders

Hirers must abide by all Public Health Orders, including COVID-19 restrictions, mandated by the Victorian Government or any other relevant bodies. Facility Managers must provide hirers with facility information that enables hirers to adhere to public health orders, including, but not limited to:

- Density limits
- Capacity
- QR code check in
- Vaccination requirements.

Shire Officers must provide the hirer with all necessary information to ensure the hirer can adhere to the facility's COVID Safe Plan.

5.9 Gambling

Gambling and electronic gaming are not permitted within the facility. Minor gaming activities, including raffles, bingo and fundraising events may be conducted for fundraising purposes only, where the appropriate regulations are followed. Casino nights are not permitted

5.10 Events

For Hires for outdoor event purposes (excluding The Briars and Police Point) a hirer must obtain an Event Permit from the Shire's Events and Festivals Team prior to the hire period and comply with any conditions of the permit imposed by the Shire to the hirer in relation to the event at the community facility.

For Hires for event purposes at the Briars and Police Point, a hirer must obtain an Event Permit from the Shire's Precinct Experience team prior to the hire period and comply with any conditions of the permit imposed by the Shire to the hirer in relation to the event at the community facility.

5.11 Noise and Music

Noise, music and/or behaviour must not impact on the residents of surrounding properties, as per the Environmental Protection Authority Residential Noise Regulations 2018. In relation to the Briars, all events must adhere to requirements listed in the Briars Noise Management Plan.

5.12 Set Ups / Pack Ups

Set up and pack up times will be specified in the Application Form. If the Shire is requested to set-up and / or pack-up, the Hirer will be provided a quote and if accepted the quoted amount must be completed within the timeframe specified in the Terms and Conditions of Use to avoid the booking being cancelled.

5.13 Provision of equipment and storage

5.13.1 Provision of equipment by Council

The Shire will provide basic items to facilitate the use of Community Facilities. The specific items vary between Facilities and are detailed on the Community Facility Hire website.

5.13.2 Equipment permitted for use in Community Facilities

Hirers may bring their own equipment to a Community Facility if it is permitted by the Shire. Permitted equipment is detailed in the Terms and Conditions of use. Hirers bringing equipment which is not permitted may have their hire cancelled with no refund provided and the Shire may use its discretion to refuse future booking applications by the same hirer.

5.13.3 Storage

Due to limited availability the Shire cannot guarantee storage space to Hirers at a Community Facility. Storage allocation will be determined by Council Officers prior to the booking being confirmed using the criteria below:

- Storage is only available to Regular Hirers
- Availability of storage
- The Hirer's inability to run the program or service without access to storage

- The Hirer's inability to transport equipment / goods which are essential for the program / service
- Ability of Council to equitably offer storage to all users of the Facility
- Storage will not be provided for items which are already provided by Council (clause 5.10.1)
- Storage of Dangerous Goods is not permitted.

The Shire will not accept liability for any items stored by a hirer which are damaged, stolen or go missing from Shire property.

Storage allocation will be reviewed annually.

Detailed requirements for the storage of goods are provided in the Terms and Conditions of Use.

5.14 Cleaning

All hirers must leave the Community Facilities in a clean and tidy condition immediately after use as per the instructions provided in each Facility and the Terms and Conditions of Use.

Any additional cleaning required to the Community Facility at the end of the hire period will be deducted from the hirer's bond.

Cleaning time must be included withing the Hire Period. If the Facility is not cleaned at the completion of the Hire Period, additional fees will be incurred.

5.15 Food and Liquor

All hirers must adhere to the Victorian Commission for Gambling and Liquor Regulation requirements relating to the provision of liquor.

The Shire 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 the Shire's Environmental Health Department and Shire's Events and Festivals Team. This means, in most cases and when the event is open to the public, providing a copy of the liquor licence and street trader registration.

5.16 Emergency

All Hirers must ensure that they keep identified evacuation routes clear and are familiar with the Emergency Evacuation Plans for the community facility.

5.17 Cancellations and Booking Amendments

<u>By the Hirer:</u>

All Hirers must provide written notice to the Shire if it intends to cancel the booking of the community facility or terminate this Agreement. Where notice received is:

- 14 days or less prior to the hire period, all amounts paid or payable will be forfeited.
- 15 days or more prior to the hire period all amounts paid will be refunded to the hirer
- Hirers who are struck with illness or an Emergency or can provide evidence of Financial Hardship will have all amounts refunded

A booking can be transferred to another party or date upon written request to the Shire with a completed booking form for the new hirer and associated insurance and other documents. Transfer of a hire can only be undertaken more than 14 days prior to the hire period.
A hirer is not permitted to sub-hire the space to another party.

By Council

The Shire 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 documented evidence that the hirer previously breached any clause of a previous Agreement
e) if the Council becomes aware of conditions under which the holding of the event, activity, or function for which the facility is hired could jeopardize public safety or order or involve a risk of personal injury or damage to the facility as determined by the Shire
f) in an Emergency, for Emergency Response purposes
g) if urgent maintenance works are required to ensure community safety

If the Shire terminates this Agreement pursuant to (f) or (g) above, the Shire will use reasonable endeavours to relocate the hirer to another suitable facility for the hire period. In such circumstances, if the Shire is unable to relocate the hirer to an alternate premises in advance of the hire period, then the Shire will refund to the hirer all amounts paid by the hirer to the Shire under the Agreement.

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

5.18 Procedure

5.18.1 Booking a Community Facility

Hirers who wish to book a facility must complete a booking request on the Shire's website (www.mornpen.vic.gov.au) at least 1 week 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. The Shire reserves the right to refuse any application based on the Assessment Criteria in clause 5.18.2.

5.18.2 Assessment

In assessing an Application, the Shire will consider the following:

a) If the Application has been submitted on correct forms with appropriate supporting documentation

b) If the Application complies with this Policy and any other relevant Shire processes
c) If the proposed hire use is permissible and compatible with other uses (if applicable)
d) Allocation is based on the priority list in clause 5.1
e) If the Hirer has active debts or disputes with the Shire, has previously breached a hire agreement
f) If the Hirer's core objectives, principles or policies conflict with the Shire's values and adopted plans, policies, and strategies.
g) If the activities of the Hirer are determined to compromise community safety, to be determined in consultation with Victoria Police.

The approval of a Council Director is required to refuse a hire application on the basis of items f or g.

5.18.3 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 facility by a hirer, the hirer can appeal through the Shire's Dispute Resolution process. A decision will be reached by the appropriate manager after consulting with the disputing parties and will be final and conclusive.

6.0 HUMAN RIGHTS CHARTER COMPATIBILITY

This Policy has been assessed as being compatible with *the Charter of Human Rights and Responsibilities Act 2006 (Vic).*

7.0 ASSOCIATED DOCUMENTS

- Council and Wellbeing Plan 2022
- Climate Emergency Strategy
- Beyond Zero Waste Strategy
- Single-use Plastic Policy
- Commercial Tenancies Policy
- *Local Government Act 2020*
- Child Safe Standards
- Food Handling Permit
- Liquor Licensing
- EPA guidelines

8.0 DEFINITIONS

Terms	Definitions

Administration Fee	The fee payable by a hirer for any cancellations or amendments to a booking. The administration fee is included in that financial year's Council-adopted Schedule of Fees and Charges
Agreement	Means the Community Facility Hire Agreement and includes all annexures and schedules
Application	An Application Form submitted by a hirer to hire the Community Facility
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
Charity	An organisation which is listed by the Australian Charities and Not-for-profits Commission (ACNC)
Charitable Activity	An activity listed under The *Charities Act 2013* which is performed by a registered charity, including providing material or other assistance of any type, including financial assistance to needy people (in enough financial hardship to need assistance) or to the institutions which provide such assistance directly.
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/Private Hirer	A Hirer who hires: • 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 • Is not a Community Hirer and charges a fee or levy Or • Individual whose primary address is not on the Peninsula using facilities for private functions and activities e.g., private birthdays and functions

Community Hirer	A Hirer who: • is based on the Peninsula or is a registered Not-for-Profit organisation from outside the Peninsula, who provides opportunities to members of the Peninsula Community to engage in social, recreational, cultural, community, learning, leisure and/or health and wellbeing services, programs and activities to the benefit of Council residents Or: • Individual community members (living on the Peninsula) using facilities for private functions and activities
Community Facility	A building or part of a building located on Shire-owned or managed land designated for hire by a range of hirers and is not exclusively used by one hirer. Community facilities include Halls (List of Community Halls - Mornington Peninsula Council (mornpen.vic.gov.au)), Briars and Police Point hire spaces and Seniors Centres.
Community Need	Identified through the use of up-to-date demographic data, community feedback or other data from reputable agencies including Census.
Community Member in Need	People in enough financial hardship as to need assistance
Dangerous Goods	Dangerous goods are **substances and articles that have explosive, flammable, toxic, infectious or corrosive properties**
Documented Intent	E.g. sports pavilions established for the intent of providing space for sporting groups. E.g. Briars marquee, established for the primary purpose of hiring for private and commercial functions and events. E.g community halls, established for the purpose of providing Shire residents and business a place to gather and / or deliver services for our community
Due Date	The date set out in item 8 of the schedule of the Hire Agreement
Emergency Response	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. Also includes emergency services personnel using a facility as a base for Emergency Response activities, including but not exclusive to undertaking an emergency search.

Event	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
Fees and Charges	The adopted Fees and Charges set by Council as part of the annual budget process recognising the difference between Commercial and Community Hirers
Financial Hardship	Financial Hardship applies to community members who can demonstrate that unforeseen circumstances have led to their inability to pay the applicable Hire Fees. Unforeseen circumstances would include inability to generate revenue due to emergency or catastrophic event
General Benefit	General Benefit refers to programs and services which are intended to build community capacity and improve community wellbeing.
High Risk Booking	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): • birthday parties in the age range 16 – 30 • bucks/hens night • functions that include the sale or provision of alcohol to more than 50 guests or that conclude post 9 pm • music festivals • functions with attendances over [100] • New Year's Eve bookings
Hire Agreement	An agreement between the Shire 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.

Peak Period	Public Holidays Friday, Saturdays, Sundays
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 10 or more (PCT: 5 or more) bookings in that community facility per year or historical events which have run for 3 or more consecutive years.
Special Conditions	The special conditions specified in item 10 of the schedule of the Hire Agreement.
Targeted Service	A service or program which can be shown is specifically delivered to address a community need identified in Peninsula Local Area Action Plans and is delivered by a suitably qualified provider.

9.0 POLICY SPONSOR

The Manager – Destinations, Recreation and Community Connection is responsible for overseeing the application and review of the Community Facility Hire Policy.

10.0 DOCUMENT CONTROLS

Council will review this policy within four years or earlier as required.

Administrative Updates

It is recognised that, from time to time, circumstances may change leading to the need for minor administrative changes to this document. Where an update does not materially alter this document, such a change may be made administratively. Examples include a change to the name of a Shire department, the change to an existing policy or document referred to in this policy, and minor updates to legislation and the like which does not have a material impact. However, any change or update which materially alters the document must be by resolution of Council.