

Conditions of Hire Community Facilities



These Conditions of Hire are to be read in conjunction with the Shire's Community Facility Hire Policy.

Any breach of these Conditions may result in:

- Retention of bond;
- Immediate cancellation of hire agreement; or
- Suspension from the venue for a specified period as determined and directed by an authorised Shire Officer.

It is the Hirers responsibility to ensure that attendees do not breach any of the obligations contained in these Terms.

1. Bookings

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.

These facilities are made available to 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.

There may be times where community use is temporarily restricted due to priority Council business or wider restrictions such as emergency support, service relocation and community facility upgrades.

1.1 Application

These Conditions of Hire use the term "**Hirer**" to refer to the applicant and/or the booking contact.

Applications for facility hire will only be accepted by persons over 18 years old.

All applications must be submitted via the online booking system inclusive of all supporting documentation required by the Shire, as amended from time to time (**Application**). Users must have received Council's written approval prior to undertaking formal or organised use of Council managed community facilities.

When an Application is made by a person on behalf of an organisation, club or group of people, the person making the person completing and lodging the Application warrants that they are duly authorised by the organisation, club or group of people to submit the Application on its or their behalf.

A submitted Application is conclusive evidence that the Hirer accepts these Terms and Conditions.

Applications that are considered as relating to activities of a political nature (bipartisan or otherwise), or that are submitted by political parties or groups associated with political parties, will

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be referred to Governance for assessment to ensure the request does not provide implications for Council against its Code of Conduct and/or associated policies.

Council can immediately cancel a booking due to nondisclosure or the supply of incorrect or misleading information by the Hirer (including its employees, directors, representatives, agents or contractors).

The mere lodgement of an Application does not mean that the Applicant has Hired or is guaranteed to be granted the Hire of the relevant venues. The Application (including any Expression of Interest) is simply a request to Hire. Until such time that the Council confirms the Hire in writing, there is no obligation on Council to make the venue(s) available to the Hirer at the relevant times.

1.2. Child Safety

Mornington Peninsula Shire is committed to the [safety and wellbeing of children and young people](#). We have zero tolerance of child abuse and robust training, policies and procedures in place to protect children from abuse and respond to any risks, allegations or safety concerns.

All applications that work directly with children and young people are required to comply with the requirements set out in Schedule 1.

1.3 Regular Hire Applications

Regular Hirers means Hirers that are hiring a particular community facility on a regular periodic and ongoing basis for a minimum of 10 bookings per year.

The Shire will undertake an annual expression of interest seeking applications for the regular hire of community facilities. Regular hirers must apply through the Expression of Interest process within the permitted timeframe for new or continued use each year, in line with the Community Facility Hire Policy for equity of access for all.

The spaces available for hire through this process will be at the Shire's discretion based on current municipal service needs and be advised at the commencement of the process.

The Shire will notify all applicants on their Application outcome and the cost of the proposed hire prior to the commencement of the new regular period.

Where multiple requests for the same day/time are received, applications will be assessed against the criteria listed in the Community Facility Hire Policy.

Outside of the annual regular hire process, groups can apply for hire of space as and when it becomes available. Short-term casual hire is also considered year-round.

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I.4 Setting Up/Packing Up

The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period on the Application. All equipment, goods and other items brought into the Venue by the Hirer must be removed from the Venue at the end of the hire period. The Hirer must not remove any equipment and/or furniture from its original location.

I.5 Cancellation by Hirer

Where cancellation is received by Council's Booking Officer less than 14 days prior to the hire date, the Council will make the relevant Venue available for hire again during the applicable hire period. In the event that an alternative Hirer is located, Council will be entitled to retain an administration fee of 15% of the total hire fee.

I.6 Cancellation by Shire

The Council may cancel a booking and terminate the Agreement for Hire with written notice at any time before the hire period:

- If the venue is required for a State or Federal matters
- In an Emergency, for Emergency Response purposes;
- If any unforeseeable natural event/disaster occurs that renders the building unable to safely accommodate the event;
- If the Council becomes aware that any event, goods, or services proposed to be held by the Hirer is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is illegal, or would be detrimental to Council or its staff;
- Where the Hirer has not provided adequate evidence of insurance coverage or other compliance documentation; or
- 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 or life as determined by the Council.

The Council may cancel a booking and terminate the Agreement for Hire with 5 Business Days written notice at any time before the hire period, provided the breach or circumstance does not subsist, where:

- Any monies owing have not been paid by the specified time on the invoice;
- If repairs or maintenance to the venue are required;
- Where a restriction is imposed by a supplier of power, gas or water during the hire period; or
- If the Hirer breaches any clause of the Agreement.

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For the avoidance of doubt, where 5 Business Days notice cannot be given due to the hire period commencing within a shorter timeframe, then Council will provide written notice with a deadline of 5:00pm the day prior by which the breach or circumstance must have been resolved, failing which the Agreement is terminated.

If the Shire cancels the booking without fault of the Hirer, the Shire will endeavour to relocate the booking to another suitable facility, and, if this is not possible, the Shire will refund any reasonable amounts paid to Council by the Hirer.

The Hirer will be entitled to cancel a booking, terminate this Agreement and have their hire fee returned, in the following circumstances:

- by written notification to Council not later than 15 days before the commencement date for the hire period;
- where Council breaches this Agreement and such breach is not remedied within 7 days of receiving written notification from the Hirer (setting out the breach in sufficient detail); or
- if repairs or maintenance to the venue are required.

The Contract of Hire will not affect any right which the Council may have to recover money owing, to recover damages from the Hirer.

The Shire shall not be liable to pay any other compensation to the Hirer.

1.7 No transfer of booking or assignment of Agreement for Hire

A Hirer cannot assign the right to use the Venue to any other person, without the Shire's prior written consent, which may be given subject to such conditions as the Shire considers appropriate or may be withheld at the Shire's absolute discretion.

1.8 Responsibility and supervision

The Hirer must remain at the Venue at all times during the hire period and must ensure that all children (under the age of 18) are supervised by parents or guardians at all times.

2. Hire Fees

2.1 Facility Hire

A range of charges will apply to community groups, residents, non-residents and commercial hirers as outlined in Council's adopted Budget for that relevant period.

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Casual bookings will require payment 14 days after lodgement of booking Application. Until payment is received, the booking is considered a tentative booking and will be removed from the booking system unless payment is received by the specified deadline, and it is agreed that Council will not be liable for any liability, loss or damage which results from the booking being removed.

Regular Hirers will be invoiced each calendar month and payment will be due within 30 days of the issue date. If payment is not received within 30 Days, Council reserves the right to cancel any remaining bookings in its absolute discretion, without being liable for any liability, loss or damage which results therefrom.

2.2 Security Bond

A “**Security Bond**” is required for all casual bookings and is payable in addition to the appropriate facility hire fees. The bond amount specified will be at the discretion of Council.

The due date for payment of the Security Bond is 30 days prior to the first booking date.

The Bond will be held as security for any damage to the Venue (including the surrounds of the Venue and any equipment or items at the Venue), for any cleaning arranged by the Council if the Venue is left in an unclean condition or for any other breach of the Agreement. Any costs exceeding the bond will be charged to the Hirer.

Subject to the Terms of this Agreement the Security Bond will be returned within 14 days of the conclusion of the hire period.

2.3 Hire fee increases

All facility hire fees and charges are determined on an annual basis and will be subject to financial year increases as set by Council.

All relevant fees will be automatically applied to bookings in line with the adopted fees and charges.

Hirers will be informed of changes to fee rates in line with the budget. It is the responsibility of the Hirer to inform members of their group and participants of these hire rate changes.

3. Public Liability Insurance

Hirers must have and maintain public liability insurance with a minimum of \$20 million cover for any one event with a reputable insurance company operating in Australia. A Hirer which holds its public liability insurance which will provide cover with respect to any personal injury, death or

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property damage must provide the Booking Officer with a certificate of currency for the policy, and a copy of the policy. The policy must be valid for the date(s) of hire and provide cover to the satisfaction of the Shire.

People or organisations that:

- regularly hire the venue or other community halls or facilities from the Shire;
- charge an entrance fee for the venue; or
- use the venue for physical activities (including but not limited to dance, exercise, ball activities,) concert performances, a festival or any commercial activity seeking to make a profit;

must have and maintain their own public liability insurance cover.

Uninsured community / not-for-profit hirers may be covered under Council's community liability policy. The Council does not make any representation to the Hirer as to the terms of the policy or the appropriateness of the policy for the Hirer's purposes. The Council does not supply the Hirers with a copy of the policy, though a list of exclusions is provided. Any applicable excess is payable by the Hirer should a claim be made. Indemnity is not provided to any other services that may be involved in the activity (e.g. a children's entertainer or caterer.) Hirers should ensure these other third parties have their own insurance in place.

The Council may terminate any hire of a venue if the Hirer has not provided to the Council a current certificate of currency where applicable.

4. Venue use

4.1 Access to the Venue and Exiting the Venue

The Hirer must not access or use any part of the Venue prior to or beyond the hire period. The booking time stated in the Application must include the time at which the first person will arrive at the Venue to set up and the time that the last person will leave the Venue. Any unauthorised access is prohibited.

The Hirer must ensure that:

- All persons attending the Venue must leave in a quiet and orderly manner at the end of the hire time;
- All persons have left the Venue and the immediate surrounds of the Venue premises by the time stated on the booking confirmation; and
- Upon exiting the Venue, the Venue is locked.

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If the Venue is accessed outside of the hire period, or is not otherwise vacated by the end time of the hire, this will constitute a breach of the Agreement and the Council will retain the Security Bond (or part thereof) in its absolute discretion.

4.2 Key Collection and Return

If the Venue is equipped with a key lock box, during the week prior to the hire, the Booking Officer will give the Hirer a four-digit code to the key lock box. The Hirer must not provide the code to any person who is not a party to the Agreement. The Hirer must return the keys to the key lock box at the Venue at the end of the hire.

The Council may charge the Hirer:

- To replace any key safe which is damaged; or
- If any key is not returned, to, at the discretion of the Shire, replace the key or replace the lock(s) relevant to the key.

If the Venue is not equipped with a key lock box, the Hirer will be provided with a digital code to access the venue.

4.3 Access issues

If a hirer cannot access the venue on the weekend or after business hours, please contact the Shire on 1300 850 600 and wait to be directed to the afterhours service.

4.4 Hirer's use of Venue

The Council grants the Hirer a non-exclusive use of the Venue, or such part of the Venue as specified in the Application, for the hire period, for the purposes detailed in the Application, on the terms set out in the Agreement.

The Council has absolute discretion to prohibit access by the Hirer to any part of the Venue, including, for example, storerooms, kitchens and any portions of the Venue which are being used by a third party.

Shire staff and contractors shall have access to the Venue at all times. The Hirer agrees that the Shire can hire the Venue, or part of the Venue, to another party on the same day, provided that the other hire will not, in the Shire's reasonable opinion, interfere with the Hirer's use of such part of the Venue which has been hired (including relevant common areas).

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4.5 Contractors

Contractors who are brought into the venue by the Hirer on the day of booking must have pre-approval by Council. This includes owners/operators of machinery (eg, children's rides), events, and performance groups. Please list details in the Application form and seek permission from the SCouncil before hiring contractors to be used on the day of the booking.

4.6 Works

The Hirer must not:

- Interfere with the electrical, lighting or audio installations in the venue; or
- Undertake any work at the venue without the prior written consent of the Council in relation to the works to be conducted and at or on the Venue and in respect of the personnel to be used to undertake such works (**Works**).

The Hirer must:

- Comply with any conditions imposed by the Council in relation to the Works; and
- At the end of the Hire Period return the Venue to the state it was in prior to any Works being undertaken, subject to any written agreement with the Council to the contrary.

The Hirer indemnifies the Council from any costs or damages arising as a direct or indirect result of the Works referred to in this clause 4.6.

4.7 Storage

Council is unable to provide storage for casual hire users.

Storage allocation must be determined at the time of the booking and/or expression of interest application and will be reviewed annually. Due to limited availability, Council cannot guarantee storage space within facilities.

Allocated storage for perishable items (tea, coffee, sugar, biscuits, long life milk etc) must be regularly checked to avoid infestation of vermin and no private information or documents are to be stored.

Storage may be reviewed and/or revoked by Council at any time, in its absolute discretion.

4.8 Condition of Venue

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The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of the Council, the Venue, and all fixtures, fittings, equipment or items at the Venue, are deemed to be in a good and clean condition and working order at the start of the hire, save for those fixtures, fittings, equipment or items which have previously been notified to Council.

4.9 Noise Levels/Amplification

All music (live or amplified) must cease by 10:00pm Monday to Thursday and Sunday, and 11.00pm on Friday and Saturday. Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Venue must not be louder than that of a normal conversation when heard at any adjoining buildings, businesses or residences. The Hirer must ensure that his/her/its use of the Venue does not cause any disturbance to the peace and quiet of the neighbourhood.

4.10 Damage

The floor, walls, blinds, or any other part of the building or any fittings, furniture or equipment shall not be broken, pierced by nails or screws, or in any other way damaged.

External premises including gardens, fences, landscaping or fixtures / equipment shall not be broken, pierced or in any other way damaged, and no notice, sign, advertisement, scenery fitting or decorations of any kind shall be erected on the external premises without prior written consent from Council.

If any damage does occur, the Coordinator Facility Operations assessment of damage shall be taken as final and the hirer, upon request, shall be required to pay to Council the cost of repairs from such damage.

4.11 Theft / Loss / Damage

The Hirer acknowledges and agrees that the Council will not be liable for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Venue.

4.12 Party Safe

If a venue booking is deemed to be a "High Risk" function, by the Booking Officer (in their absolute discretion), the Hirer must complete and lodge a Party Safe form with the local police and provide evidence of registration at least 4 weeks prior, or such other time nominated by the Booking Officer, prior to the hire. This is an essential term of the Agreement.

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A High Risk function may include, but is not limited to; events with alcohol, 18th and 21st birthday parties, sporting events.

4.13 Security

The Council may require the Hirer to provide, at the Hirer's cost, accredited security personnel for functions identified as High Risk Functions by the Council, as a condition of any hire.

5. Cleaning

The Hirer must provide their own cleaning equipment to ensure the space is left as it was when hired, this includes;

- Wiping all surfaces, kitchen appliances, used equipment, cleaning the floor and spills etc.
- Users must vacuum carpeted areas and sweep other surfaces after use.
- The Facility Operations Team must be informed of any spillage on carpeted areas.
- Deposit rubbish in appropriate bins (recyclable rubbish only should be placed in the recycling bin) provided at the venue. No rubbish is to be left inside the rooms.
- All areas used, including the toilets, kitchen, hall, rooms are to be left in a clean state

The Council adopted our Single-use Plastic Policy in August 2020, as we are committed to phasing out single-use plastics! It is critical that the Mornington Peninsula community takes action to decrease our reliance on plastics and reduce the amount of litter, and specifically plastics, that ends up in our reserves, rivers, waterways, bay and oceans. This policy states that certain SUPs are prohibited to be used in our facilities, including community halls. For more information, visit the Phasing out Single-use Plastics webpage and see the guidelines and what their alternatives are.

Which plastics are we banning?

- plastic bags, polystyrene;
- straws, stirrers;
- cutlery, crockery;
- drinkware, coffee cups, bottled water containers;
- takeaway containers, individual condiments;
- balloons, glitter; and
- cling wrap, individually wrapped items.

6. Food and Beverages

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6.1 Catering

Catering is permitted within venues, provided the following conditions are met:

- Caterers engaged are duly registered and licensed and meet all Victorian regulations;
- Caterers are required to provide all necessary paperwork as requested by Council;
- The Hirer is responsible for ensuring the venue's kitchen is left in a clean and tidy condition with no items left at the venue outside of the booked hours; and
- All equipment and fixtures are left clean and in good condition. The Hirer shall ensure that all electrical equipment bought in by caterers is adequately tested and tagged.

6.2 Alcohol

A liquor licence is not required where alcohol is served free of charge or on a "BYO" basis.

If alcohol is to be sold, consumed or included in the price of entry at the Venue, the Hirer must:

- Apply for and obtain the appropriate licence from the Victorian Liquor Commission (please allow a minimum of eight weeks for processing);
- Provide a copy of the licence to the Council before the Hire Period; and
- Display the licence at the venue during the Hire Period along with any required liquor signage.

It is the responsibility of the Hirer to ensure compliance with liquor licencing legislation.

The Council may prohibit alcohol being brought into, distributed or consumed at the Venue if it believes it to be reasonably necessary to maintain law and/or compliance.

7. Health & Safety

7.1 Duty of care

Hirers have a duty of care under the Victorian Occupational Health and Safety Act 2004 (the OHS Act) to provide a safe operational environment. Under this legislation, Hirers must ensure so far as reasonably practicable that people are not exposed to risk arising from the event or associated activities.

The Hirer is responsible for:

- Providing adequate risk management for all aspects of the hire.

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- Ensuring all exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.
- The safety and security of equipment and property during hire.
- Returning all furniture and equipment to the standard setup at the end of each hire. Standard setup visuals can be found in each room.
- Ensuring the venue, furniture and equipment is treated with care. This includes following any manual handling instruction provided by Council.
- The safeguarding of the public against injury and for maintaining the site during the conduct of the hire.
- Notifying a Council immediately after an accident or any incident involving injury or property damage.
- Reporting any malfunctioning or damaged equipment, or any other hazards immediately to Council.
- Managing all third-party users and ensuring they comply with Council terms and conditions
- Ensuring the booking does not exceed the maximum occupancy capacity of people in the hired space.
- Complying with all State Government and DHHS directives for community facilities.

7.2 Emergency Management

All Council evacuation diagrams are placed appropriately within the venues for hirers to view. Hirers must have a suitable emergency plan in place for their hire period, to ensure the health and safety of all their attendees. Hirers must ensure emergency exits and paths are kept clear at all times.

In an emergency call 000

For afterhours Council support please call 1300 850 600 and wait to be directed to the afterhours service.

If a Hirer finds that a Council facility has been damaged or an emergency arises within the facility please call 1300 850 600 to inform Council of the problem so that we can rectify the issue promptly.

7.3 First Aid

We recommend Hirers bring their own first aid kit and ensure appropriately trained personnel are in attendance.

8. Prohibited Items

The following is strictly prohibited without exception:

- Smoking and/or vaping within the venue or surrounding outside areas;
- Balloons and other single use plastics;
- Smoke / fog / haze machines;
- Confetti, glitter and alike;
- Fireworks, pyrotechnic devices and any like devices;
- Gas cylinders;
- Portable ovens, stoves, spits or any other portable cooking equipment are not permitted without written approval by Council.

The Hirer is responsible for all costs associated with the Country Fire Authority (CFA) attending the Venue as a result of a breach of these Conditions.

8.1 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.

8.2 Animals

Animals are strictly prohibited within the venues without the prior written consent of the Council, with the exception of Assistance animals.

9. Equipment

9.1 Audio Visual equipment

Limited Audio Equipment is available for use in some facilities. The use, alteration or addition of any other equipment must be approved by a Council prior to your booking date.

9.2 External equipment

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Any equipment, decorations, property, installation, musical or amplification equipment or articles of a similar nature shall not be brought into the facility without the prior consent of the Council. Any equipment brought into the venue by the Hirer or third parties must be:

- Approved by Council no later than 4 weeks prior to your event.
- Tagged and tested, ensuring all compliances have been met. Any damage resulting from untagged equipment will be the responsibility of the Hirer.
- All OHS and Safety regulations have been met.
- Adequate protection for the floor is used.

9.3 Pianos

This condition only applies where there is a piano belonging to the Shire at the Venue. The Shire's piano must not be moved, without the prior written consent of the Shire.

9.4 Signage

Any signage displayed at the Venue or anywhere else in relation to the Hirer's use of the Venue, must comply with the Shire's Signage Policy.

10. Indemnity

The Hirer agrees to indemnify, keep indemnified and hold harmless the Council, its servants and agents, and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by the Shire directly or indirectly as a result of or in relation or in connection with the Hirer's hire of the Venue or use of the Venue, save where such claims, actions, costs, charges, losses, expenses and damages are a direct result of the wilful negligence of Council, a fraud or deceit of Council, a breach of this Agreement by Council, an illegal act of Council or a breach of a duty of care owed by Council.

10.1 Indemnity for infringement of copyright and other intellectual property rights

The Hirer agrees to indemnify, keep indemnified and hold harmless, the Council against any action, claim, loss, damage, costs (including legal costs, on a full indemnity basis) or any other liability howsoever arising in relation to a breach of any copyright, performance right or any other industrial or intellectual or other protected right, by the Hirer, its invitees or any members of the public in any way in connection with:

- The Hirer's hire of or use of the Venue;

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- Any reproduction, recording, performance or adaptation of any musical, literary, or dramatic work in connection with the Hirer's hire or use of the Venue (whether before, during or after) the hire; or

Any replication or publication of any work or material in any way connected to the Hirer's hire or use of the Venue or any event or performance held during the hire.

11. Severance

If a provision, or part of a provision, in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of that provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of this Agreement.

12. Governing Law

The law of the State of Victoria governs the Agreement and any legal proceedings or arbitration under the Agreement.

13. No Restriction of Shire's Powers

The Agreement for Hire does not fetter or restrict the powers or discretions of the Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Venue, the hire, the Hirer or the Shire's municipal district.

Hirers of Council Owned or Controlled Facilities

Public Liability Insurance for Hirers of Shire Halls

Protection under the policy applies if a guest of the hirer makes a claim against the hirer for injury or property damage caused by the negligent act or omission of the hirer.

EXCLUSIONS

Who and what is not covered by hall/facility hire policy?

- Regular hirers who have 10 or more bookings per year within a community hall or other Shire facilities
- Physical activities including but not limited to dance, exercise, sports and martial arts (any activities which are of a physical nature that involve the risk of injury)
- Commercial activities and events open to the public (when it is advertised and/or anyone may attend for a price/participation fee/admission fee)
- Third parties such as entertainers e.g. music acts, magicians, public speakers, or any person being hired to entertain guests at a private function, caterers, cleaners, event planners, security, suppliers, etc.
- Claims arising from spread of fire from actions of the insured
- Children's rides, animal rides, petting zoos, amusement rides and devices
- Inflatable Recreational Equipment (including but not limited to: jumping castles, zorbing, inflatable sumo suits, human fly etc)
- Product liability claims arising from children's toys, second hand electrical items and tools
- Personal injury or property damage arising directly or indirectly out of or caused by licenced security personnel
- Child molestation or interference with a minor
- Fireworks/Pyrotechnics
- Rock/Pop concerts
- Bodily injury or property damage for which the hirer may be held liable by reason of: causing or contributing to the intoxication of any person; or any statute, ordinance or regulation relating to the sale, distribution or use of alcoholic beverages
- Child minding/Child Care Services
- Tobacco – personal injury arising directly or indirectly out of or due to the inhalation or ingestion of, or exposure to tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco
- Any equipment, personal belongings, money and private property brought onto the premises by the hirer or their guests are not insured by Council
- Schools – they must provide their own insurance cover
- Any and all claims arising out of from, or in connection with, a communicable disease including the fear or threat of a communicable disease.

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Schedule 1

Verification for Compliance with Mornington Peninsula Shire Council Child Safety Standards Requirements

Statement of Commitment

Mornington Peninsula Shire is committed to the safety and wellbeing of children and young people. We have zero tolerance of child abuse and robust training, policies and procedures in place to protect children from abuse and respond to any risks, allegations or safety concerns.

We want all children and young people to be and feel safe, welcome and included in our services and empowered to achieve their dreams, goals and aspirations for a bright future. We take steps to ensure the voices of our children, young people and families are heard and we are proud to celebrate the diversity of our community.

We are unapologetically proactive in closing the gap for Aboriginal and Torres Strait Islander children and young people and supporting them to express their culture and enjoy their cultural rights.

We welcome and value the participation of all children and young people, including Aboriginal and Torres Strait Islander children, children with disabilities, children from culturally and linguistically diverse backgrounds, those that are unable to live at home and our LGBTIQ+ community.

We are proud to be a Child Safe Organisation.

Compliance with *Child Wellbeing and Safety Act 2015 (Vic)*

The Other Party warrants to Mornington Peninsula Shire Council that it has all policies and procedures necessary in full force and effect as at the date of the agreement to satisfy its obligations pursuant to the *Child Wellbeing and Safety Act 2015 (Vic)* (which includes the Child Safe Standards).

However, in the event that the Other Party does not have its own policies and procedures (the warranty in the preceding paragraph is of no force or effect) and even if not required to have them by law, the Other Party hereby agrees to be bound by and comply with the:

1. Mornington Peninsula Share Council Child Safety and Wellbeing Policy (save to the extent to refers to the 'Shire Employee Code of Conduct') (accessible [here](#));
2. Reportable Conduct Process (accessible [here](#) together with the flowchart); and
3. Working with Children compliancy (contained in Child Safety and Wellbeing Policy and the *Worker Screening Act 2020 (Vic)* accessible [here](#)).

'Other Party' means the party to the agreement to which this document is attached that is not the Mornington Peninsula Shire Council.