

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 matters
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 MPS.
7. Commercial Hirers delivering programs which do not align with clauses a) to d).

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 irregularly or for a once-off occasion.

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.

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.

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

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 Facility Hirers 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 applicable to the hired 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 or 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.
- Supporting a free service to vulnerable members of the MPS community. *100% of the audience receiving the service must meet the vulnerable definition to qualify.
- **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 is required to pay a bond in relation to the Hire and for the performance of its obligations under the Terms and Conditions of Hire 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.

Regular community hirers are exempt from a bond payment. However, if a regular community hirer is shown to directly cause damage to a Community Facility or cleaning is required following a booking, the Hirer will be required to reimburse Council for the cost of the damage and / or cleaning. In the event that a Hirer does not cover this cost, future bookings may not be approved, or a bond may be required. The relevant Unit Manager will determine which course of action is taken.

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.

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.

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. The Peninsula Venue Management Team 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 Outdoor Events

For Hires for outdoor event purposes a hirer must obtain an Event Permit from the Shire's Events 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 must be incorporated in your booking time.

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 will be charged to the Hirer. Payment of the setup/pack up must be completed within the timeframe specified 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.
- Types of items proposed for storage.
- 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.
- 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 lost.

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 Hire.

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

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

- Caterers engaged are duly registered and licensed and meet all Victorian regulations.
- Caterers and food vendors 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.
- 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.

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
- Provide a copy of the licence to the Council before the Hire Period
- 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.

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

By the 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. If an alternative Hirer isn't located, Council will be entitled to retain an administration fee of 15% of the total hire fee. By Council

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 Local, State or Federal election, Council or Civic event.
- 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 that 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.

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.

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 based on 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 <i>Charities Act 2013</i> 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 MPS 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 MPS 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 using 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 MPS 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.
Free Service	Free service means the participants nor the organisation delivering the service are charged a fee.
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 – 25 • 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 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.
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.
Targeted Service	A service or program which can be shown is specifically delivered to address a community need identified in MPS Local Area Action Plans and is delivered by a suitably qualified provider.
Vulnerable People	1. People with intellectual disabilities 2. Those with physical impairments or disabilities 3. Seniors who require significant assistance with daily living activities 4. Non-native speakers of the local language 5. Homeless individuals

9.0 POLICY SPONSOR

The Manager Destinations, Recreation and Community Connection is responsible for overseeing the application and review of the Community Facilities Management 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.