



Manningham Function Centre

Conditions of Hire



MANNINGHAM
FUNCTION
CENTRE



Conditions of Hire

To assist with the success of your function, to hire a venue within the Manningham Function Centre (Centre) you are required to enter into a written agreement with Manningham City Council (Council) that includes the following conditions:

1. Booking of venue

- 1.1 A hirer must provide Council with a completed and signed application form (attached) that acknowledges acceptance of these conditions.
- 1.2 A hirer must be at least 21 years of age.
- 1.3 A booking will not be confirmed until the booking deposit is received by Council.
- 1.4 Council is under no obligation to accept an application for hire of any of its venues.
- 1.5 At least 14 days prior to the scheduled booking, the balance of the hire charge, along with all relevant information pertaining to the booking, including any special requirements of the hirer and/or attendees, is to be provided to Council.
- 1.6 If the hirer fails to provide the balance of the hire charge, Council reserves the right to cancel the booking.

2. Cancellation of bookings

- 2.1 All cancellation requests must be advised in writing.
- 2.2 Standard cancellations requests:
 - a. Cancellation requests received up to 90 days prior to the event date will receive a full refund of any deposits paid.
 - b. Cancellation requests received up to 60 days prior to the event date will receive a partial refund of 50%.
 - c. Cancellation requests received up to and within 30 days prior to the event date will result in the deposit being forfeited.
- 2.3 Cancellations due to COVID-19:
 - a. Cancellation requests received 5+ business days prior to the event date will result in a full refund of deposits paid or the option to move to an alternate date at no additional charge.

- b. Cancellations received within 5 business days may incur charges to cover any food costs incurred by the caterer. Any cost for food purchased and prepared will be charged at cost price, not retail.

2.4 Council may cancel a booking:

- a. If the booking deposit has not been paid; or
- b. If the venue cannot be made available to the hirer on the function day by reason of fire, flood, damage, industrial dispute or emergency requirement of Council and will refund the deposit.

2.5 Council is not responsible to the hirer for any claim arising from the cancellation of a booking beyond its control, including in the event of a fire, flood, property damage, industrial dispute or emergency requirement of Council.

3. Payment for damage or other expenses

- 3.1 A hirer will be liable for the full cost of reparation or replacement works for any damage caused to any Council property during the period of hire.
- 3.2 If the hirer or a guest of the hirer is responsible for causing a false alarm that results in the attendance of the fire brigade, the hirer will be responsible for the payment of the call out charge levied by the fire brigade except in the event that the person responsible for the false alarm is made known to the fire brigade.

4. Security

- 4.1 Council may, at its discretion, direct the hirer to ensure the attendance of the police, security staff or registered and licensed crowd controllers at a function and the hirer must comply with such a direction at their cost.

4.2 In the case of security staff and registered and licensed crowd controllers, the number of personnel will be decided by the Function Centre Manager having regard to the nature of the function.

4.3 The company providing security staff or crowd controllers must be to the satisfaction of the Function Centre Manager.

5. Insurance and indemnity

5.1 Council has its own public liability insurance in relation to the Centre, which covers the hirer without payment of a premium.

5.2 If a claim is lodged against a hirer, the hirer will be required to pay the insurance excess of \$2,500 per claim.

5.5 A hirer must not engage in any act that will be in breach of copyright legislation.

5.6 If a copyright breach occurs, the hirer indemnifies Council in any action brought against it.

6. Signage

6.1 No signs, notices or the like can be displayed outside a venue or its precincts without the prior written consent of Council.

7. Obstructions

7.1 The hirer must comply with all relevant laws applicable to a public building for the prevention of over-crowding, obstruction of passages, corridors or any other part of a public building whilst hiring the venue.

8. Observance of laws

8.1 The hirer shall comply with all relevant legislation and associated regulations and will be liable for any breach which emanates from any failure to comply with any legislative requirements.

9. Good order

9.1 The hirer must ensure that proper standards of public decency are maintained and not permit or allow to continue any act, activity or lewd behaviour which could offend standards of public decency.

9.2 The hirer is responsible for the full observance of these conditions of hire and for the maintenance and preservation of good order in the building throughout the duration of the period of use.

9.3 All functions, including any associated music, must conclude by 12.00am (midnight) unless prior written consent has been obtained from Council.

9.4 Beverage services must cease by 11.30pm.

9.5 The hirer must assist in organising the orderly and prompt departure of guests at the conclusion of the function.

10. Gambling

10.1 No game of chance at which, either directly or indirectly, money is passed as a prize can take place in any venue unless an appropriate licence by a government authority has been obtained and sighted by Council.

11. Liquor

11.1 Council has an on-premises licence for liquor.

11.2 All beverages served for consumption are to be supplied only by the Centre.

11.3 All staff on the premises handling or serving alcohol as part of their duties must hold a responsible serving of alcohol certificate.

11.4 Council reserves the right to refuse the service of alcohol to any person.

11.5 Council staff will cease serving alcohol if they see fit.

12. Catering

12.1 Hirers who wish to have their function catered for must use a caterer from the panel maintained by Council.

13. Smoking

13.1 Smoking is not permitted within the Centre.

13.2 Smoke machines and fireworks are prohibited.

- 13.3 The hirer must ensure that no smoke machines or fireworks are used as they will cause the fire alarm to be activated.
- 13.4 If a fire alarm is activated by a smoke machines or fireworks, the fire brigade will be called to attend the venue, and the cost will be the responsibility of the hirer.

14. Sub-hiring

- 14.1 No part of a venue can be sub-hired by the hirer other than space for displays and stalls in exhibitions, tradeshows and the like.

15. Disputes

- 15.1 If there is any dispute or difference arising from the interpretation of these conditions, the decision of Council shall be determinative and final.

16. Victorian Government's COVIDSafe Settings and COVID-19 Vaccination Requirements Compliance

- 16.1 The Centre is currently open under strict Victorian Government [COVIDSafe Settings and guidelines](#). The Centre's COVIDSafe Plan is updated with each restriction change. Council Officers will enforce the Centre's COVIDSafe Plan and monitor compliance during your event. If you would like a copy of the COVIDSafe Plan, please email your request to venues@manningham.vic.gov.au
- 16.2 All hirers are required to stay up-to-date with the current COVIDSafe Settings and ensure that they are compliant when hosting an event on-site. For example, if indoor mask use is mandatory at the time of your booking, we ask that you kindly communicate this to your event attendees to minimise any issues or concerns on the day.

Manningham Function Centre

Application to Hire

Name		Surname	
Address			
Phone			
Email			

UNDERTAKING

We/I, _____ hereby apply for the venue set out in the schedule to this application for the day and the times specified below we/I acknowledge having received and read a copy of the client conditions of hire and undertake to be bound by and comply with these conditions in every respect. We/I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the conditions.

DETAILS OF FUNCTION

Venue			
Date of hire		Timings	
Type of function		Number of attendees	

CATERING

Will alcohol be consumed? **Yes** **No**

Signature		Date	
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APPROVAL OF APPLICATION

Signature of Council representative		Date	
Position			

Notes: Once the required deposit is paid and a duly signed 'Application to Hire' is received by our office, we will confirm your booking in writing.

Unless the balance of the function charge is received no later than seven (7) working days before the date of the function, this hire agreement will lapse.