



# Healthy Ageing

## Neighbourhood Centres Venue Hire Terms and Conditions

Policy Owner	Centre Coordinator
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## 1. Scope

These terms and conditions apply to all bookable meeting rooms and spaces at the following centres:

- Jean McKendry Neighbourhood Centre, 91 - 111 Melrose Street, North Melbourne.
- Kensington Neighbourhood Centre, 18 Anthony Street, Kensington.
- South Yarra Senior Citizens Centre, 65 Toorak Road West, South Yarra.

## 2. Applications

Applications for regular hire open on an annual basis. Regular hire applications will be assessed and allocations determined prior to the opening of casual bookings.

City of Melbourne will assess applications in accordance with the eligibility and priority criteria set out in the Community Hire Policy.

Hire of the centre or room(s) is at the absolute discretion of City of Melbourne. City of Melbourne reserves the right to refuse a booking application where it is considered in conflict with City of Melbourne policies or may impact on City of Melbourne's reputation.

## 3. Fees and charges

Bookings may be offered in-kind to eligible priority groups and organisations, in accordance with the eligibility and priority criteria outlined in the Community Hire Policy.

Booking fees must be paid in full prior to the commencement of the booking, by the method set out in the booking confirmation, unless otherwise agreed in writing by the City of Melbourne.

Failure to make payment by the required date may result in the cancellation of the booking or suspension of future access to the centre.

The City of Melbourne reserves the right to review, amend, or introduce fees and charges at its discretion. Where a change to fees or charges occurs during the term of an existing booking or agreement, notice will be provided prior to the new fees taking effect.

### **Additional fees**

Additional charges may be incurred following a booking, such as from excessive cleaning, waste disposal, damage to facilities, or unauthorised use of spaces or equipment.

Where such charges apply, an invoice will be issued after the booking and must be paid in full by the due date specified to avoid cancellation or suspension of future access to the centre.

## 4. Permitted use

The centre or room(s) are permitted for hire by not-for-profit community organisations and community groups in the City of Melbourne. Priority is given to community groups and organisations providing services and programs for older people in the City of Melbourne.

The Centre or room(s) must not be used for commercial or private functions and events.

The hirer must only use the centre or room(s) for the purpose set out in the application and in accordance with these terms and conditions.

No portion of the centre or room(s) hired may be let or sub-let.

The hirer must ensure that all guests strictly comply with these terms and conditions and all applicable policies and laws.

## 5. Access to the centre

Access to the centre or room(s) is limited to the confirmed booking times.

The hirer must attend a mandatory site induction prior to the first booking.

The hirer and/or representative, who has attended the mandatory site induction, must be present throughout the entire booking period.

Requested booking times must include set up and pack up as well as all deliveries to and from the centre.

City of Melbourne staff may be present during bookings. City of Melbourne and its staff and contractors are entitled to access the centres at any time.

Hirers and guests must adhere to all directions given by City of Melbourne staff.

City of Melbourne reserves the right to control entry to the centre including refusing entry and/or ejecting a person/s where it is deemed necessary.

## 6. Insurance

Hirers must be the holder or be covered under a current public liability insurance policy, underwritten by an insurer authorised to conduct insurance business in Australia for an amount not less than \$20 million.

A copy of a current *Certificate of Currency* must be uploaded to the booking system or provided to the relevant City of Melbourne officer **within one week of confirmation of hire** (if not available at the time of application).

Uninsured “non-profit” community groups may qualify to be covered under City of Melbourne’s open community liability insurance policy provided they fulfill City of Melbourne’s insurer requirements. Coverage under this policy is not guaranteed. A City of Melbourne officer will be able to provide you

with further information regarding eligibility concerning City of Melbourne's open liability insurance cover.

Regular hirers are obliged to provide a new certificate of currency once they expire, usually annually.

## **7. Cancellation**

### **Cancellation by City of Melbourne**

City of Melbourne reserves the right to refuse, cancel, suspend or change a booking at any time at its absolute discretion without recourse by the hirer, including but not limited to, the following events:

- Failure to provide the required payments, insurances or documentation by the required dates.
- Emergencies, public health restrictions, building maintenance and works or extreme weather events such as extreme heat or flooding.
- Capital works projects and regular scheduled maintenance works.
- Public safety involving an unacceptable risk of personal injury or damage to the centre.
- Use of centres for elections, government agencies, City of Melbourne events or functions.
- The hirer has outstanding fees or charges owed to the City of Melbourne.
- Non-attendance or minimal utilisation of the booked area/s.
- Any breach of the terms and conditions.

### **Non-attendance**

Please advise City of Melbourne as soon as possible if you will not be attending any of your scheduled bookings.

Where notice of non-attendance is not provided on three occasions within a 12-month period, the City of Melbourne may review the hire arrangement and, where appropriate, modify, suspend, or discontinue the agreement.

## **8. Booking limits**

At the discretion of the City of Melbourne, bookings will be limited to a maximum of 15 hours per week or 40 hours per calendar month.

## **9. Parking**

No parking is provided.

Parking in the private car parks, driveways and land at the centres is only for authorised vehicles as deemed by City of Melbourne (such as contractors or deliveries), not for hirers, and it is the responsibility of all hirers, visitors and guests to comply with all local parking restrictions.

## **10. Security**

The hirer will be issued with a security access PIN programmed with agreed access times. Hirers should not share this PIN with those outside their group or organisation.

It is recommended the hirer nominate a member of their group or organisation to manage access at entry points and ensure only known individuals are permitted access the centre or room(s) during the booking.

Guests and visitors may use the centres doorbell. A demonstration of this will be provided during the site induction.

Entrances and external doors must not be left ajar or propped open.

## **11. Occupational Health and Safety**

Hirers must take reasonable care to ensure their own health and safety as well as the health and safety of others in the centre.

At a minimum:

- Do not attend the centres if unwell to prevent the spread of illness and disease.
- Report all incidents to City of Melbourne including near misses/hazards, injuries, damage, accidents and other unsafe situations as soon as possible.
- Immediately wipe up spills
- If cleaning cannot be done immediately, immediate action should be taken to ensure the area is made safe, and City of Melbourne notified.
- Appropriately manage cables, cords and other items ensure they do not create a safety hazard.
- Report defective equipment to City of Melbourne.
- Ensure all electrical equipment brought into the centre is appropriately tested and tagged. This is to be organised and paid for by the hirer.
- Obey any warning signs and tags and never remove or disable any safety device.

### **Incident reporting**

Hirers must notify City of Melbourne of all incidents including but not limited to any injury, food poisoning, near miss, allegation of theft or criminal activity, security risk, child safety incident, complaint or anything likely to cause controversy and any damage to the centre, room(s) or equipment.

Speak to a City of Melbourne staff member located onsite, phone Healthy Ageing on 9658 9190 and follow the prompts or email [healthyageing@melbourne.vic.gov.au](mailto:healthyageing@melbourne.vic.gov.au).

### **Building and equipment maintenance issues**

Hirers should notify City of Melbourne or centre staff immediately if they become aware of a building or equipment maintenance issue.

Speak to a City of Melbourne staff member located onsite, phone Healthy Ageing on 9658 9190 and follow the prompts or email [healthyageing@melbourne.vic.gov.au](mailto:healthyageing@melbourne.vic.gov.au).

### **Food safety**

Where required, hirers must comply with the *Food Act 1984* and *Food Safety Standard 3.2.2 Food Safety Practices and General Requirements*.

All hirers serving or preparing food are encouraged to complete the free online training at [dofoodsafely.health.vic.gov.au](http://dofoodsafely.health.vic.gov.au)

Anyone responsible doing all associated tasks of cooking, reheating, portioning, cleaning and serving, is encouraged to have a Safe Food Handling Certificate.

The hirer must nominate a representative who will be responsible for overseeing the safe handling of food and completing necessary cleaning of kitchens and equipment on conclusion of the booking.

## **12. Emergency procedures**

Emergency and evacuation procedures will be explained during the compulsory site induction.

All emergency doorways, passages and paths of egress must be kept clear at all times.

It is recommended regular hirers maintain emergency contact records for their regular attendees.

### **First Aid**

In the event of a first aid incident, a community first aid kit is available in the centre's main kitchen.

All first aid incidents must be reported to City of Melbourne, including details of the incident and any first aid supplies that may need to be restocked.

City of Melbourne staff, when working onsite, are trained to provide first aid.

Hirers are encouraged to undertake first aid training, in the event a City of Melbourne staff member is not available to provide first aid.

As deemed for your safety, City of Melbourne may arrange medical treatment including calling an ambulance.

### **Emergency services callouts**

The hirer is liable for all costs associated with emergency services callouts.

## **Defibrillators**

Defibrillator units are provided at all centres. This equipment is for emergency use only and to be used in accordance with their instructions.

## **13. General conditions**

### **Conditions of entry**

City of Melbourne staff have the right to ask any person to leave if they do not comply with these Conditions of entry:

- Treat everyone with courtesy and respect at all times.
- Hirers and guests must behave in an orderly, responsible, safe and lawful manner.
- Children under the age of 12 must be supervised at all times.
- You are responsible for your personal belongings. Items left in the foyer or other areas are at the owners' risk.
- Appropriate clothing is required to be worn, including wearing of footwear and a shirt or top.
- Hirers must not canvass for any purpose or distribute handbills, advertisements, petitions or other notices in the facility.
- Hirers and guests must not be deemed to be under the influence of alcohol or drugs, or in the possession of prohibited substances.
- No pets or animals, except for registered assistance animals are permitted in the centre.

### **Centre or room(s) capacity**

Occupancy numbers must not exceed limits that apply for the centre or room(s) at the time of the booking.

City of Melbourne may request the hirer to complete a risk assessment to identify, assess and control any risks associated with events taking place at the centres.

### **Waste and cleaning**

Hirers must keep the centre and room(s) clean and tidy at all times. Hirers must:

- Remove visible food scraps and crumbs off floors and surfaces.
- Wipe down table tops and benches with the spray and wipe provided.
- Fully clean (to the required specifications) and turn off all used kitchen equipment including but not limited to cutlery, crockery, ovens, stove tops, bain-maries, dishwashers and microwaves.
- Remove all food and drink items from shared fridges. Anything left in fridges will be disposed of.

- Waste material must be placed in the bins provided. Waste must be separated in the appropriate bins.

If the centre or room(s) is not left in a clean and tidy state, City of Melbourne may charge the hirer for the cost of cleaning and restoration.

## **Kitchens and equipment**

Main kitchens and kitchen equipment are available to be used with an approved booking and induction.

All shared crockery and cutlery must be washed in hot soapy water, dried and put away in the designated areas at the conclusion of the booking.

Kitchenettes are shared spaces and are available for use by all hirers.

If kitchens are not cleaned to the required specifications, City of Melbourne will have it professionally cleaned, and the hirer will be liable for the cost.

## **Vacating**

The centres must be vacated at the agreed end time of each booking. Hirers must:

- Remove or return all equipment and belongings to correct storage area(s).
- If items are left in the centre or not put away correctly, City of Melbourne may charge the hirer for the cost of removal, or items may be disposed of by City of Melbourne in accordance with the Australian Consumer Law and Fair-Trading Act 2012 (Vic).
- After hours/ non-staffed: Ensure no-one is left inside the building, perform a sweep of the entire centre (where possible), check all doors and windows are secure, check all lighting, heating and cooling is switched off.

## **Storage**

Storage is not automatically provided or available at every centre.

No hirer will be guaranteed exclusive access to storage nor does City of Melbourne warrant that the storage provided will meet the needs of the hirer.

Storage space provided is communal, and therefore, hirers and guests should not store items of value.

The City of Melbourne takes no responsibility for items that are stored. Hirers who have storage under the terms of their hire agreement must:

- Agree to take part in regular storage audits conducted by centre staff.
- Only access the storage areas designated to them.
- Keep storage areas clean, neat and orderly.
- Not store items on top of cupboards.
- Store heavier items down low.

- Ensure items are stored on a firm and level base.
- Ensure safe manual handling procedures are in place. Do not climb on chairs, tables or other furnishings to reach any stored items.
- Safely store sharp and pointed objects to prevent others from coming into contact with them.
- Do not store flammable, dangerous or hazardous materials and chemicals.
- Return all items to the designated storage area(s) on conclusion of each booking.

## **Banned items**

Flammable liquids and gas cylinders are not permitted inside the venue.

Haze and smoke machines or any activities that creates steam or smoke are not permitted.

Naked flames or items causing smoke cannot be used without written approval from the City of Melbourne.

Talcum powder, confetti, glitter, helium balloons and similar items must not be used.

## **Smoking and vaping**

The centres are “smoke free”. No smoking or vaping is allowed at the centres including the outdoor areas and car parks. Smoking is also banned within four meters of all entrances to centres.

## **Utilities**

All utilities will be paid by City of Melbourne as long as the use of such utilities is reasonable and related to the use of the centres.

## **Sub-letting**

No portion of the centres may be sub-let or hired to third parties.

## **No transfer**

The booking cannot be transferred in part or in whole or assigned.

## **Noise**

Any noise, voice or music must be reasonable and lawful and not cause a nuisance. This is to ensure other hirers and local residents are not affected by excessive noise. Any direction made by centre staff to reduce or stop making noise must be immediately followed.

It is the responsibility of the hirer to ensure that participants vacate in a quiet and respectful manner.

## **Animals**

No animals are permitted in the centre, with the exception of registered assistance dogs for the visually impaired and/or any other legislatively recognised assistance and/or specialist companion animal or where prior permission has been obtained.

## **Gambling**

No game of chance, at which money is passed as a wager 'for keeps', either directly or indirectly, is permitted in the centres

## **Theft**

Hirers are solely responsible for the security of their personal property and any property belonging the group. City of Melbourne recommends hirers do not store personal, valuable, or sentimental items.

City of Melbourne is not responsible for any theft from hirers of the centres. Please report any thefts directly to the police and notify City of Melbourne.

## **Mail**

Hirers must not have mail directed to the centre. In addition, it is recommended hirers do not store mail, important documents or paperwork at the centres.

## **Telephones**

Telephones are not available at the centres. It is a condition that all hirers have access to a mobile phone in case of emergency.

## **Printing and photocopying**

Photocopying and printing facilities are not available at the centres. All hirers should ensure they have made sufficient copies of their own documents as needed before attending the centre.

## **Wi-Fi, public computers and audio-visual (AV) equipment**

Wi-Fi and public computers are available for use by community groups.

AV equipment is available with an approved booking and relevant induction. AV equipment support is limited to staffed business hours.

Hirers and guests must comply with the Healthy Ageing Use of Public Technology Policy, available upon request.

## **Fixtures, fittings and equipment**

The floors, walls, furniture, fittings or any other part of the centres must not be broken, pierced or damaged by nails, screws or other objects in any way.

No appliance, fitting or fixture can be brought into the centre without prior approval, and nothing affixed to any part of the centre.

No centre appliances, fittings or fixtures should be interfered with in any way and the use of adhesives or tape on any surface is prohibited.

The hirer may be requested to complete a risk assessment to identify, assess and control any risks associated with the installation, operation and removal of certain approved fittings or equipment.

### **Publicity and display of materials**

No decorations, posters, advertisements, shields, flags or emblems of any kind may be erected, fixed or displayed without the prior consent from centre staff.

City of Melbourne does not endorse any views or events conducted or displayed by the hirer.

Notice boards are provided for display of community information only. City of Melbourne reserves the right to remove any item from noticeboards.

The hirer and guests must not remove any of City of Melbourne displayed materials including posters, flyers or flags.

### **Outdoor areas and gardens**

The terrace at Jean McKendry Neighbourhood Centre and sensory garden at Kensington Neighbourhood Centre are shared spaces. No single group or person has exclusive rights of access to these spaces or any parts of them, unless otherwise agreed.

All plants in the terrace and garden belong to City of Melbourne (even if planted by a third party) and must not be removed unless done so as part of a gardening program established by City of Melbourne.

Hirers must request permission from centre staff to use the outdoor barbecues. The barbecues must be thoroughly cleaned, and all outdoor areas kept free from rubbish after use.

### **Definition of guests**

A guest is an individual or organisation invited by the hirer to a centre for the purpose of participating in, supporting, or facilitating group activities, or providing or receiving information relevant to the group. This arrangement exists solely between the hirer and the guest.

The hirer is responsible for ensuring that all guests comply with these terms and conditions, as well as all applicable policies and laws. Where there is uncertainty about whether a guest meets these requirements, the hirer is encouraged to seek clarification from centre staff.

### **Guidance if approached directly by a business or service**

The City of Melbourne does not endorse, recommend, or affiliate with any business or service provider that may approach hirers directly to offer goods or services.

Opportunities to participate in workshops, programs, community education, or events endorsed, organised, or facilitated by the City of Melbourne will be communicated directly to hirers by the City of Melbourne.

Hirers are encouraged to undertake their own due diligence when engaging guests, which may include reviewing websites, resumes, and references.

## **14. Child safety**

The City of Melbourne is committed to being a child safe organisation and has zero tolerance for child abuse. City of Melbourne complies with the Victorian [Child Safe Standards](#) and the Reportable Conduct Scheme and recognises its legal and moral responsibilities in keeping children safe from harm and promoting their best interests.

City of Melbourne expects all hirers to observe child-safe principles and expectations for appropriate behaviour towards and in the company of children and young people. The City of Melbourne expects all hirers to comply with these requirements.

## **15. Support and supervision**

The centre does not provide personal support or supervision for guests of the hirer. Responsibility rests with the hirer, nominated representatives, or the guest's carer (where applicable).

Hirers must ensure that any guest who requires additional support is accompanied by a carer or has appropriate support in place. This ensures all guests can engage safely and comfortably in group activities.

## **16. Release and indemnity**

### **Release**

City of Melbourne is not liable for any loss, damage, death or injury suffered or sustained by the hirer or any guest or invitee of the hirer in connection with the use of the centre or room(s) and the hirer releases City of Melbourne from all liability for any such loss, damage, death or injury.

### **Indemnity**

The hirer must indemnify the City of Melbourne against all claims resulting from any damage, loss, death or injury in connection with the use and occupation of the centre by the hirer except to the extent that the City of Melbourne is negligent or in default of its obligations.

## **17. Warranty**

The hirer acknowledges and agrees that the centre, including all fixtures, fittings, equipment or items at the centre are deemed to be in a good and clean condition and working order at the commencement of the hire period.

City of Melbourne gives no warranty to the hirer that the centre will be suitable for the purpose for which the centre is hired, and City of Melbourne will not be liable to the hirer for any loss suffered by the hirer as a consequence of the centre not being adequate for the hirer's purposes.

## **18. Permits and statutory obligations**

Copies of relevant permits and licences are to be provided to City of Melbourne prior to the booking and on request.

### **Alcohol**

Consumption and possession of alcohol by the hirers must comply with all requirements of Liquor Licensing Victoria.

No sale of alcohol is permitted in the centre or room(s).

## **19. Corrective action**

Failure to comply with these terms and conditions, whether by an individual or group, may result in the following corrective action being taken without notice:

- A warning being issued; having to leave the relevant centre as requested or instructed by centre staff.
- A ban being imposed on a temporary or permanent basis, whereby access to the centre, services and facilities by an individual or group is restricted, suspended or cancelled.
- Other enforcement or disciplinary action being taken under other policies or laws and referral to third parties as required such as City of Melbourne security or Victoria Police.

## **20. Changes to the terms and conditions**

These terms and conditions may be amended by City of Melbourne at any time and such amended terms and conditions once notified must be complied with. All hirers must comply with any reasonable direction given by City of Melbourne.

## **21. Complaint resolution procedure**

If an issue between hirers or between hirers and City of Melbourne arises, the issue can be raised with centre staff who will provide assistance and seek to resolve the issue.

If an issue cannot be resolved to the satisfaction of the hirers, a formal complaint can be lodged by visiting [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au) or contact City of Melbourne on 9658 9658.