

F134 Palliative Care Hub Terms and Conditions of Venue Hire

ABN 41839611725



Hirer Responsibility

It is the responsibility of the Hirer to inform members of their group and participants of these Conditions of Hire.

Hirers are advised that these conditions of hire may be altered or extended by Ballarat Hospice Care Inc. (BHCI) at any time.

Bookings

Bookings will be taken from individuals, organisations, community groups and not for profit organisations. To make a booking please complete a venue hire agreement form. Bookings are subject to an approval process and receipt of payment, which may take up to one week.

Priority of use guidelines will be adhered to in making decisions relating to organisational access and allocation.

Room set up, pack up and clean up times are the responsibility of the hirer and must be included in booking times. Cleaning is covered in detail on page 3. The venue must be vacated by the specified booking time. If it is identified that the booking period has been exceeded, additional charges will be applied.

BHCI will regularly review all activities that occur at the Palliative Care Hub to ensure they continue to meet the strategic aims of BHCI which may require changes to these terms from time to time.

Cancellation of booking – by the hirer

Notification of changes to the booking, including cancellation of a booking, must be made in writing (email acceptable) with a minimum of two (2) weeks' notice; otherwise the Hirer will be charged according to the cancellation terms.

Cancellation terms

- 14 + days before date of hire: Full payment refunded
- 7-13 days before date of hire: ½ hire fee refunded
- Less than 7 days before date of hire: No refund

Cancellation of booking - by BHCI

BHCI may cancel a booking with a minimum of two (2) weeks' notice if:

- The venue is required for BHCI purposes.
- Scheduled repairs or alterations to the venue are required.

BHCI may cancel a booking with minimal notice:

- In the event of an emergency or an event causing the building to be unsafe.
- If BHCI becomes aware that the event, goods or services proposed to be held, used or provided by the Hirer are objectionable.

Refusal to hire

BHCI reserves the right to refuse to hire to groups or entities whose core objectives, principles or policies conflict with BHCI's own plans, strategies and positions. BHCI also reserves the right to refuse hire where the user group has not adhered to hiring terms and conditions in the past.

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Hours of operation

The hours of operation for BHCI are between 9am to 5pm Monday to Friday.

Venue bookings may be considered for out of hours activities 9:00am – 10:00pm seven days a week, excluding public holidays by prior arrangement and with additional fees incurred.

Fees and charges

All bookings will be confirmed upon acknowledgement of the booking by BHCI and receipt of pre-payment via EFT.

The fees and charges which may be imposed by BHCI include:

- (a) Fees for hire of the meeting room(s).
- (b) Cancellation fees – Notifications of changes to bookings, including cancellations must be made in writing, with a minimum of 48 hours' notice; otherwise, the hirer may be charged according to the original booking time.
- (d) Call out fees – any costs incurred as a result of the Hirer failing to secure the building or failing to leave at the designated time will be passed on to the hirer. These costs include those incurred by BHCI with relation to out-of-hours attendance by staff and/or security company. Call out fees start at \$55.
- (e) Replacement or damage costs.
- (f) Cleaning fees – any area left in an unacceptable condition will incur additional costs if cleaning is required.

If any booking is cancelled due to BHCI functions or circumstances out of the hirer's control any fees paid shall be returned in full and/or alternative accommodation will be supplied.

Alcohol

Alcohol is not permitted at the venue.

Animals

Animals are not permitted in the venue, except for registered guide, hearing and assistance dogs.

Child protection requirements

Hirers whose activities include children under the age of 18 years must comply with current legislation regarding Working with Children and Child Safe Standards. Children participating in activities must always be supervised to ensure their safety while at the venue; this extends to the entire duration of their stay at the venue including both before and after the organised activity and to all areas of the venue.

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Cleaning

The hirer of the venue will be responsible for leaving all areas used at the venue clean, tidy and disinfected. This includes at the end of each day

- all tables/benches/door handles etc in the areas used including the kitchen are wiped down and disinfected. (The hirer will be shown where the cleaning products are located.)
- All carpeted areas are vacuumed and other floor surfaces are swept (upstairs individual offices exempt, unless accidental spillage occurs, which should be cleaned immediately).
- Dishes are to be stacked in the dishwasher for downstairs venue hire. For upstairs venue hire they are to be washed, dried and put away.

Any area left in an unacceptable condition will incur additional costs if cleaning is required. The hirer will be advised by phone or email. Staff should be notified of any additional cleaning required by emailing admin@ballarathospicecare.org.au

Damage/Loss

Hirers are financially responsible for any damage or loss caused to the Palliative Care Hub.

Disputes

Any dispute or difference arising as to the interpretation of these conditions will be dealt with according to BHCI's Complaints Procedure.

Electrical equipment and USBs

The Hirer must request permission from the Community Engagement Manager or BHCI to use any electrical equipment other than that supplied at the venue. Any electrical equipment brought into the Hub must have current test and tag certification.

No USBs portable or mobile devices may be used on BHCI computers or laptops. Discuss your technical requirements with BHCI staff at the time of making your booking.

Emergency equipment and procedures

Fire exits must be kept clear of obstacles at all times. It is the responsibility of the Hirer to observe all venue signage relating to fire and safety precautions. Emergency equipment including fire extinguishers and hoses are located throughout the venue. These are to be used only in the event of an actual emergency. The Hirer is responsible for ensuring they are informed of, and follow, emergency procedures in the event of an emergency.

Furniture and equipment

There is some equipment, including crockery and cutlery, available for use at the venue. Please ensure you discuss your requirements with the Community Engagement Manager prior to your event. The hirer is responsible for the setting up and taking down of furniture and equipment, and returning it to its original location.

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Home Based Palliative Care

Food

The provision of food may require a permit. It is the Hirer's responsibility to understand what is required.

Hirers are responsible for the provision of all catering requirements for their activity. Tea, coffee, sugar and milk are provided for groups of up to 20 people. If there are over 20 people the group will supply their own or be charged an additional fee.

Gambling

Gambling is not permitted within the venue.

Building access

Building access is by prior arrangement. There is no out of hours access unless prior agreement has been gained from BHCI.

First aid

It is the responsibility of the hirer to provide first aid supplies and administer any first aid they feel necessary during an event / activity.

Notices and advertising

Notices or announcements of any event, activity or function shall only be displayed at the Palliative Care Hub with the approval of BHCI staff.

Performing rights

The Hirer shall not produce or permit to be produced at the facility, any dramatic or musical work in infringement of copyright or performing rights. The Hirer agrees to indemnify BHCI against any claim for breach of copyright.

Public liability insurance

For all activities or activities where the Hirer shall at all times during the Hire period insure and keep insured with an insurance company, against public risk for an amount of not less than \$1 million. Hirers who do not have public liability insurance and are conducting a free community event will be required to purchase appropriate cover for their event.

Risk management

The Hirer agrees to carry out instruction or direction given by BHCI regarding complying with Workplace Health and Safety legislation. BHCI takes no responsibility for any user's personal property while at the facility nor does BHCI accept any responsibility for any personal property while at the facility. Any motor vehicle driven or parked in the confines of the facility is entirely at the owner's risk and no responsibility is accepted by BHCI for any theft or damage thereto.

The users must not exceed the maximum capacity of their hired space.

Security

The Hirer shall switch off all lights and heating /cooling and secure doors and windows prior to vacating the venue.

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The Hirer is responsible for ensuring the building is vacated by all patrons attending the event before exiting the building. BHCI may request the provision of external security for specific functions. This security must be provided on request by a registered security company at an additional cost to the hirer.

Smoking

Smoking is prohibited in the venue and on the BHCI premises or grounds at all times.

Sub letting

The hirer may not sublet the venue or assign their right to hire to any other organisation or person without BHCI's prior consent.

Unlawful activity

No unlawful activity shall be conducted within the Hub or its grounds. Activity that discriminates against, harasses (including sexual harassment) or victimises any other individual or group of individuals including but not limited to equal opportunity or fair work attributes of disability, race, sexual orientation or gender identity will not be permitted within the Hub or its grounds.