Elwood St Kilda Neighbourhood Learning Centre
87 Tennyson St, Elwood 3184
ABN 22 616 363 473
reception@esnlc.org.au 03 9531 1954

Terms and Conditions of Room Hire

IMPORTANT: Please read these Terms and Conditions carefully before booking at Elwood St Kilda Neighbourhood Learning Centre. Your access to and use of our facilities are conditional on your acceptance of and compliance with these Terms. These Terms apply to you, the Hirer, and you must ensure your attendees and/or others who you allow to access or use our premises, have read and understood these Terms and their implications and adhere to these conditions. By accessing or using Elwood St Kilda Neighbourhood Learning Centre, you agree to be bound by these Terms.

Copies to be signed and held by the Hirer and Elwood St Kilda Neighbourhood Learning Centre Incorporated (herein referred to as ESNLC)

Booking Application

- Prior to use of ESNLC, a Room Hire Booking Application Form must be submitted to ESNLC for every booking along with signed Terms and Conditions of Hire. The Room Hire Booking Application Form acknowledges acceptance of the 'Conditions of Hire.'
- Bookings should be made as early as possible and are subject to availability.
- Bookings may not be confirmed immediately. You will be advised as soon as possible. Bookings are not final until confirmed in writing by ESNLC.
- Set-up, pack-down and cleaning time must be included in the booking time.
- Payment for bookings is to be made by the due date as specified or booking may be forfeited.
- Applications will only be accepted by persons aged 18 or older.
- The person in charge of a group who hires ESNLC must be 18 or older.
- Subletting is not permitted.
- ESNLC management reserves the right to refuse any booking application.
- The Hirer must understand that ESNLC is a shared facility, and no Hirer or group has exclusive occupancy.
- Should the premises be used for any purpose other than stated on the Room Booking Application Form the full bond will be forfeited.

Booking Times

The hours of operation for ESNLC room hire are between 7am to 10pm Monday to Sunday. Proposed hire must be for a minimum of 1 hour and set-up, pack-down and cleaning time is to be included in your booking times. After the initial hour, you can book in 15-minute increments.

Hired areas must be vacated by the end of your booking time.

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Child Safe Standards

ESNLC has zero tolerance for child abuse and is a committed Child Safe organisation. Our commitment is to ensure that a culture of child safety is embedded across ESNLC to safeguard every child and young person accessing ESNLC.

All applications that work directly with children and young people are required to comply with legislation and regulations relating to child safety including but not limited to the Worker Screening Act (2020), and the Working with Children Regulations (2016) and the Victorian Child Safe Standards (CSS).

Children must be supervised at all times while within ESNLC. Duty of care and supervision of children are the responsibility of the Hirer.

Changes or Cancellation to Bookings

By the Hirer

If you need to change or cancel your booking, you must notify ESNLC in writing at least 7 days prior to the booked date, so that another group may use the facility. Failure to provide 7 days' notice of a booking cancellation or change to your booking, will result in the standard hire fees being charged.

By ESNLC

ESNLC reserves the right to cancel your room hire agreement with 4 weeks' written notice for any reason that is in the interest of ESNLC and/or the community.

ESNLC reserves the right to cancel your room hire agreement with written notice at any time if:

- Any unforeseen natural event/disaster occurs that renders the building unable to safely accommodate the event
- There are monies owing which have not been paid by the specified time on the invoice
- Repairs, alterations or additions to the venue are underway
- Restriction is imposed by a supplier of power, gas or water during the hire period
- ESNLC becomes aware that any event, goods or services proposed to be held by the Hirer is/are objectionable, dangerous, infringe copyright or other intellectual property rights, or would be detrimental to ESNLC

ESNLC reserves the right to cancel your room hire agreement immediately if there is any illegal or immoral conduct by a user.

If ESNLC cancels the booking without fault of the Hirer, ESNLC will issue a full refund to the Hirer. ESNLC's Refund Policy is available on our website www.esnlc.com.au/refund-policy

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

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Fees & Charges

Please note card surcharges apply for all card payments.

Venue Hire

Room	Hire Fee
Room 1	$35.70 per hour
Room 2	$40.80 per hour
Function Room (Rooms 3 & 4)	$51 per hour
Room 5	$25.50 per hour
Computer Room	$66.30 per hour
Kitchen	$51 per hour

Payment for Casual Hire is due 14 days before the booking date. Until payment is received, your booking is considered a tentative booking and will be removed from the booking system unless payment is received by the specified time. Bookings made within 14 days must be paid in full at the time of booking.

Sessional Hirers will be invoiced monthly, quarterly, annually or by term, with payment due the first day of the invoice period selected on the Booking Form. If ESNLC does not receive payment from Sessional Hirers by the due date, ESNLC reserves the right to cancel the booking.

Security Bond

The bond is security for any damage to the building and/or breaches of conditions of hire.

The return of the provided key to an ESNLC staff member at the front reception within three business days, or as alternatively agreed in writing with ESNLC, will be required to receive the full refund of the bond. A bond fee of $100 for Hirers is payable in addition to the appropriate hiring fee and is payable via cash or bank transfer. Alternatively, the Hirer can agree to store their card on file via the ESNLC POS system with the knowledge the full bond will be charged if conditions of hire are breached. Subject to the conditions of hire, the bond will be refundable. Where a key is issued to the Hirer, if the key is not returned due to loss or carelessness, the bond will not be returned. In the event the key is subsequently found, and returned, the bond fee will be returned less an administration fee of $10.

Public Liability Insurance

ESNLC has public liability insurance. The Hirer is responsible for their own public liability insurance needs, which cover the Hirer and other participants against any damages or injuries to themselves or the venue. If public liability insurance is not taken out, the Hirer assumes all responsibility of risk.

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Key Collection, Alarm Access Code & Induction

It is the responsibility of the Hirer to collect the key and obtain a security access code and induction prior to the booking date. The key and access code must be collected from ESNLC reception at a day and time arranged prior to the booking period. On collection of the key and access code, the Hirer must have a safety induction of the premises, including use of the alarm, which will be conducted by an ESNLC staff member.

If the alarm is triggered through negligence and/or human error, a $100 “security call-out fee” will be incurred by the Hirer. Neglecting to activate the alarm, when the last booking to leave the premises, will also incur a charge of $100.

Under no circumstances are Hirers permitted to access the hired room/s outside their allocated booking time, use a space or furniture that has not been allocated to their booking or share access code details with another group/individual.

Damage

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

No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected in the building or attached to or affixed to the walls, doors or any other portion of the building, fittings or furniture without prior written consent from the ESNLC Manager. This includes use of Blu Tack.

The Hirer will inform ESNLC of any damages to the building or fittings or furniture, and of any spillage on carpeted areas within one business day of the damage occurring.

ESNLC’s facilities are the property of the City of Port Phillip. If any damage takes place, the City of Port Phillip’s Property Manager’s assessment of damage shall be taken as final and the Hirer, upon request, shall forthwith pay the balance of the cost of repairing such damage. This also applies to the Council-owned Park behind ESNLC.

General

1. The Hirer & their attendees will adhere to ESNLC’s Code of Conduct
2. No advertising material is to be erected, left or placed on the exterior, interior or surrounds of the premises without prior written consent from ESNLC.
3. No children’s playdough or slime are to be used.
4. The sale of alcohol is not permitted inside ESNLC or on ESNLC’s porches/courtyards.
5. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in or to any part of the building.
6. If sound equipment is used the volume must not be such that it disturbs other ESNLC users or neighbours in the surrounding area.
7. Gambling is not permitted within ESNLC.
8. No smoking or burning of candles is permitted inside ESNLC or on ESNLC’s porches/courtyards.

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9. There is a First Aid kit in the kitchen which you may use as necessary. Please alert ESNLC to any incidents, damage or occupational health or safety issues as soon as possible.
10. Please ensure you check the emergency exits and are aware of the primary and secondary evacuation points. In case of emergency phone 000.

Cleaning

The Hirer shall leave the rooms, toilets and kitchen in a clean, tidy condition and all fixtures in good order. If the kitchen and/or kitchen appliances have been used, they must be left clean and all surfaces wiped down. No equipment or materials are to be left in the facility.

The Hirer shall immediately place all rubbish and waste matter in plastic bags within the garbage bins provided. At conclusion of the hire, bagged rubbish and waste are to be placed in the large waste bins situated outside the building, near the front entrance. Only recyclable rubbish is to be placed in the recycling bins.

A vacuum is supplied and carpeted areas are to be vacuumed after use. Other surfaces must be swept after use. ESNLC does not supply Hirers with any other cleaning materials or cleaning products.

If the Hirer fails to comply with cleaning requirements, they will be liable for any cleaning and/or rubbish removal costs incurred. This includes a cleaning levy and carpet cleaning levy equal to the cost of repair.

Vacating the Premises

Hired areas must be vacated by the end of booking time. Hirers must ensure hired rooms have been cleaned and returned to their standard set up, with blinds closed, and that all windows and doors in the premises are locked (snib and bolt) and fans, ovens, air conditioning and/or heating and lighting is switched off. A $20 levy will be charged if the oven, fans, air conditioning and/or heating is left on. ESNLC premises must be vacated by 10.00 p.m.

Neglecting to activate the alarm, when the last booking to leave the premises, will incur a $100 levy.

Theft

Neither ESNLC Committee of Management nor its staff shall be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation entrusted to or supplying any article or thing to the Hirer by reason of any such article being stolen, damaged or lost and the Hirer agrees to indemnify ESNLC Committee of Management and its staff against any actions.

Indemnity

The Hirer/User agrees to indemnify and to keep indemnified, the ESNLC Committee of Management, its staff, servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's/User's performance

or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the Hirer/User.

The Hirer's/User's liability to indemnify the ESNLC Committee of Management shall be reduced proportionally to the extent that any act or omission of the ESNLC Committee of Management, its staff, servants or agents, contributed to the loss or liability.

COVID-19 Regulations

Please note you are responsible for following COVID-19 restrictions and are liable for any breaches.

Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the ESNLC Executive Director shall be final and conclusive.

Conditions of Hire

Hirers are advised that these 'Conditions of Hire' may be altered or extended by ESNLC by notice at any time.

Authority

The Executive Director and any other ESNLC staff member acting on behalf of the Executive Director is authorised by the ESNLC Committee of Management to convey the directions or perform the functions or discretions respectively set out in these conditions against them.

Thank you for your booking. We trust you will enjoy using our facility.
If you have any enquires or concerns, please speak to a staff member.

Elwood St Kilda Neighbourhood Learning Centre Management.

I have read and accept the above terms and conditions of Room Hire.

Name: _____

Signed: _____

Date: _____