

Community Facility - Conditions of Use



wombat

housing and support services

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1. Bookings and Confirmations

1.1 Booking Request Form

Prior to use being considered, a Booking Request Form for the community facility must be completed and signed by the facility user. The signed Booking Request Form acknowledges acceptance of the Conditions of Use. If the proposed facility user is a club or incorporated association, the Booking Request Form must be signed by the president or secretary. The facility user who signs the Booking Request Form is responsible for ensuring that the conditions of use are complied with.

Bookings must be made with fourteen (14) days notice in writing and are subject to availability.

1.2 Booking Confirmation

Approved bookings for the community facility will be confirmed in writing by Wombat. The written confirmation will specify the address of the facility, approved usage hours, purpose and the cost for use of the community facility. A booking cannot be guaranteed unless there is a written confirmation provided by Wombat. Wombat recommends that the Booking Confirmation is taken to bookings as proof of booking, where required.

1.3 Bond and Hire Fees

The bond and/or hire fees (cheque or cash) must be paid in full prior to the scheduled booking (see: *Facility Fee Structure*).

A security bond is required, as a guarantee of the fulfillment of the Conditions of Use, and as security against any damage to the building or any fittings and furniture contained within the building. Money will be deducted from the bond if all rubbish is not removed; additional cleaning is required; there is damage to the centre; and/or extraordinary costs (i.e. Security costs) are incurred.

The facility user shall be liable to pay any further amount in excess of the bond to meet the full cost of any damages, cleaning or extraordinary costs.

Wombat will provide a receipt for any monies paid relating to the hire of the facility.

Providing all conditions of use are met the bond will be returned, within two (2) weeks of the booking completion. All bonds will be returned by cheque.

1.4 Refusal to Grant Hire

Wombat shall use their right to refuse to grant the use of any room or rooms at Wombat managed facilities, notwithstanding that permission to use the facility may have been granted and fees paid. Wombat has the right to cancel such permission and direct the return of the fees and deposits paid.

Refer to Section 6 Insurance and Legal Requirements.

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1.5 Cancellation, Suspension or Termination of Bookings

Wombat reserves the right to cancel, suspend or terminate bookings where there has been a failure to comply with the conditions of use. In these circumstances, Wombat reserves the right to direct bond fees in accordance with these conditions of use.

Where it has been identified that a group is not utilising a facility according to their user agreement, Wombat reserves the right to cancel that booking. If it has been established that a group is not using a facility on three separate occasions in a six month period, Wombat reserves the right to cancel or suspend that booking.

Wombat may also suspend or cancel an individual or group of bookings where a health and safety risk has been identified forcing the closure of a facility or maintenance works are required rendering the facility unusable.

Where there is a community event that is targeted to the broad public tenant community or a Heat Health Alert Day declared, Wombat may ask a user group to cancel their booking on a particular day. Where possible and alternative space is available, Wombat will attempt to offer alternatives in other Wombat managed facilities.

1.6 Facility Complaints

The TPT will investigate and respond to all complaints relating to community facilities in a timely manner with an aim to resolve the issue and reoccurrence prevented. The confidentiality of complaints will be respected. However, confidentiality may not be able to be maintained in some circumstances. Should this be the case, the situation will be explained to the complainant enabling them to make a decision regarding proceeding with the complaint.

Complaints may be made verbally or in writing. Wombat will remain impartial and ensure the matter is properly explored with all involved parties before a final decision is made.

All involved parties will be notified of the receipt and outcome of the complaint (whether mutually achieved or determined by Wombat) in writing.

2. Facility Access and Use

2.1 Facility Access and Key

The facility user shall be provided with a key to access the facility prior to the commencement of the booking. The key shall be provided only after the bond and/or hire fees have been paid.

The key should be stored in a safe and secure location at all times and should not be given to another party without prior notification to and consent from Wombat. The facility user must not make, or have made a copy of the facility key without the consent of Wombat.

At the end of a booking period, the facility user must return the key to Wombat. Failure to do so will result in the forfeit of the entire amount of the community facility bond.

In the case of a key being lost by the facility user, a fee of \$25.00 per key shall be incurred by the user. If required, a replacement key shall not be provided until payment is made.

Up to three (3) keys may be made available to the facility user at no cost. Any additional keys, that may be provided, will incur a cost of \$15 per key.

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2.2 Opening and Closing of the Hall

The facility user is responsible for open and close of the facility. The facility user is expected to arrange collection and return of the facility key from the Wombat office.

The facility must never be left unsupervised by the facility user. The facility user must ensure all doors and windows are locked on exiting the facility.

2.3 Booking Transfers

Facility users who are granted permission to use the facility are not permitted to transfer the right of use to any other person, organisation or body.

2.4 Permission to Occupy

The facility user shall only be entitled to the use of the particular parts or part of the facility on the date/s specified on the Booking Confirmation.

2.5 Access to Approved Staff

Any nominated officer or employee of Wombat shall at all times be entitled to access all parts of the facility.

2.6 Use of Facility after Agreed Time

The facility must be vacated by the time specified on the Booking Confirmation. If the premises are not vacated by the nominated time, the facility user shall forfeit the entire bond, will not be allowed to make further bookings in Wombat managed facilities and/or have on-going bookings cancelled. Changes to the approved booking time cannot be made without prior approval by Wombat.

2.7 Conflict of Use

It is expected that all facility users have their Booking Confirmation with them at all times as proof of their booking and to prevent confusion and conflict.

In the event that two or more facility users seek to use the facility at the same time and there is a conflict over the use, it is expected that both parties are to seek a resolution of the matter at the time using their Booking Confirmation.

Under no circumstances should these negotiations be intimidating, aggressive or abusive. This behaviour will not be tolerated and if any party is found to have behaved in this manner their use of the facility may be suspended or cancelled.

Where there is a conflict over use, the matter is to be raised with Wombat as soon as possible. No other agencies or workers are authorised to act on Wombat's behalf in management of the facilities and the matter must be brought to Wombat's attention for resolution.

3. Conduct, Alcohol and Smoking

3.1 Conduct

Every consideration must be given by people using and vacating the facility to the residents who live nearby in regard to minimising noise and unruly behaviour. Facility users should be aware that most facilities are shared communal spaces between hall users and office holders. Therefore, all users should act in a manner that is respectful to each other and non-disruptive to other groups' activities. All facility users have a right to access friendly and safe community spaces. Aggressive and intimidating behaviour will not be tolerated in the facilities. Any behaviour in this manner will result in an immediate suspension or cancellation of the booking and may be implemented without prior warning.

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3.2 Noise Level

Noise levels must be kept to an acceptable level as the facility is situated in a residential area. No amplification equipment is to be used without prior consent of Wombat.

3.4 Alcohol

Alcohol is NOT allowed to be sold or consumed in the facility.

3.5 Smoking, Drugs or Illegal Activities

Strictly no smoking, drugs or illegal activities are permitted in the facility.

3.6 Adult Supervision

Facility users under the age of 18 years must have the Booking Request Form completed by an adult who will be supervising the function. The person completing the Booking Request Form and whose signature appears on the same is subject to these terms and conditions.

Children must be supervised at all times.

4. Cleaning

4.1 Cleaning

The facility user is responsible for leaving the premises in a clean and tidy state. The facility user must ensure:

- Floors are swept and mopped.
- All benches, tables and stoves are cleaned.
- All rubbish is removed.
- All appliances and lights are turned off.
- All equipment returned to its original place.
- All windows and doors are to be locked before leaving.

Facility users are responsible for bringing: bin bags, dishwashing detergent, sponges, tea-towels etc.

Any cost incurred by Wombat in cleaning the premises shall be recoverable from the facility user and/or forfeit of the bond.

4.2 Equipment

The facility has available for use chairs and trestle tables. Some facilities may have crockery and cutlery for use. The kitchen in the facility may contain a microwave, large stove and oven, urn and a small refrigerator.

No other equipment is to be brought into or stored in the facility without prior notification to, and the consent of, Wombat.

4.3 Decorations

Decorations are permitted, so long as they do not damage the walls etc. and must be removed at the completion of the booking. Use "blue-tak" and never use sticky tape.

4.4 Signage

No notice, sign or advertisement of any kind shall be erected or brought into the facility without the prior consent of Wombat.

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5. Maintenance and Security

5.1 General Maintenance

The facility user shall accept full responsibility for damage to the facility except for normal wear and tear. The floors, walls, blinds or any other part of the building or any fittings or furniture shall not be broken, pierced or damaged in any other way.

Please report damages, faulty equipment or any other problems to Wombat, during office hours as soon as possible on 8327 2222.

5.2 Urgent Maintenance

Urgent repairs must be reported to the Maintenance Call Centre on 13 11 72. Urgent maintenance includes, but is not restricted to, serious flooding, electrical faults, gas leaks, or an inability to secure the premises by locking doors and windows. In the event that an urgent maintenance repair is arranged the facility user must contact Wombat as soon as possible.

6. Insurance and Legal Requirements

6.1 Insurance

The Department of Human Services (DHS) has purchased a public liability insurance package through the Victorian Managed Insurance Agency (VMIA) that covers facility users while using the community facility. To ensure that risk is minimised, all users must complete a Booking Request Form. Once approved you will receive a Booking Confirmation. This will confirm that your booking is covered by the DHS public liability insurance package.

It should be noted that this insurance policy covers only activities carried out in the community facility named on the Booking Confirmation. If the group using a facility organises and operates activities at other locations or venues, this is not covered by the DHS public liability insurance package.

Where organisations, groups or individuals have their own public liability insurance coverage, please note this will take precedence over the DHS package.

On occasion, Wombat reserves the right to reject any booking request that is deemed high risk.

6.2 Indemnity

The facility user shall indemnify Wombat and keep Wombat indemnified from and against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case may be). Wombat is not liable for damage to and/or loss of equipment belonging to users whilst in the storage at the facility.

6.3 Acts and Regulations

The facility user shall conform to the requirements of the Health Act; Local Government Act, any Local Law or regulation made there under, and shall be responsible for any breach of such Acts, Local Law or Regulation.