



Casual Hire Policy

Category: Council Policy
Adoption: Council Date: 27 August 2019
Review Period: 1 year
Responsible Manager: General Manager Community Wellbeing

Signed by CEO: 
Date: 19.9.2019

1. Purpose

The purpose of this Policy is to establish the guiding principles and conditions for the casual use and hire of Council managed and community facilities.

The Policy aims to promote and maximise community participation through the hire and use of these facilities, whilst ensuring the facilities are used in an appropriate and responsible manner for the health, wellbeing and safety of the community.

2. Scope

This Policy applies to individuals, groups and organisations that use and hire the following community facilities;

- Maryborough Town hall, 71 Clarendon Street, Maryborough
- Maryborough Community Hub, 48 Burns Street, Maryborough
- Maryborough Resource Centre, Corner of Nolan and Alma Streets, Maryborough

These facilities are available to the community as places to meet, discuss, organise activities, run workshops or events on a casual hire basis which are an essential part of community life.

This policy does not apply to Council facilities where Council has exclusive use and operates services such as Council Civic Office, Council Depots and waste centres, or other buildings used for municipal purposes.



3. Policy

3.1 General Conditions

All hirers must enter into a hire agreement on the relevant form specified by Council and accept the terms and conditions of hire for all casual, short-term or long-term bookings. All booking forms must be completed in full and returned within a minimum of three (3) working days prior to the first booking.

Written confirmation of booking/s may be forwarded by mail or email. Invoices will be sent monthly to the applicant. Payment terms are strictly 30 days. Accounts in arrears may result in cancellation of future bookings.

Please note; where the use of a facility is on a more permanent basis and exceeds 20 bookings per annum the use may require an alternative agreement such as a licence as defined in Council's Property Occupancy Policy. If this is the case, please contact Council to discuss and obtain further information.

3.2 Public Liability Insurance

Public liability insurance is compulsory. Council facilities cannot be hired without public liability insurance.

All incorporated bodies or organisations that hire community facilities are required to have Public Liability insurance to the amount of \$20 million dollars and must provide Council with a Certificate of Currency that confirms the amount of coverage required.

If necessary, not-for-profit, community groups and community users who do not have existing cover may be able to obtain insurance coverage through Council's public liability 'Hirers of Council owned or controlled facilities' insurance subject to payment of a \$10.00 per hire fee. The fee provides you/ your organisation cover which cannot be used for activities that are for commercial gain, sporting activities, rock/pop concerts, high risk activities or festivals.

3.3 Hire Fees and Charges

The fees and charges are set and reviewed annually in Council's annual budget. Once Council has adopted the budget, the fees and charges will apply from 1 July of the subsequent financial year.

3.4 Refundable Bonds

Key Bond

In all circumstances where a key is provided to a user/ hirer, a key bond will apply. The bond will be held by Council and will be refunded once the key has been returned to Council by the next business day following the hire.

Council reserves the right to withhold the bond until the keys are returned. Should the keys not be returned to Council the bond may not be refunded in full.

Town Hall Bond

Council charges a bond for the Maryborough Town hall which is held and will be refunded if the facility is restored to its 'pre hire' condition. In instances where the bond is not refunded in full, every effort will be made to contact the hirer and explain the decision.



3.5 Property Damage

It is strictly forbidden for any person to use screws, nails or tacks in/on any part of the floors, walls or ceiling of any building without the permission of Council.

Should any damage occur to the community facilities, Council will conduct an assessment of the damage. This assessment shall be taken as final and the assessed amount will be deducted from any bond held, or paid immediately an account is rendered.

3.6 Set up and Cleaning

All hirers must ensure the facility hired is thoroughly cleaned after use.

Where applicable, Council may provide step up and cleaning assistance and a fee will be applicable. Please refer to your hire agreement which provides details relating to set up and cleaning requirements and charges.

3.7 Subletting

Subletting of any community facility is prohibited and will not be approved under any circumstances.

3.8 Booking Cancellations

The hirer will forfeit 50% of the total hire fee where a booking is cancelled with less than three days' notice provided to Council.

Any booking may be cancelled at Council's discretion if the payment of hire fees have not been received three days prior to the commencement of the booking/ hire period.

3.9 Councils right of refuse

Council reserves the right to refuse permission to hire any community facility, at its discretion. Please note, this applies in circumstances of inappropriate use, or previous damage to Council facilities by groups. Please note permission to hire will not be unreasonably withheld.

4. Definitions

Term	Meaning
Community benefit	Economic, social and environmental benefits that accrue to the wider community.
Council	Central Goldfields Shire Council
Community facilities	Land and buildings owned by Council that are available for use/ hire by the community for a multitude of community uses.
General Manager	The Council appointed General Manager Community Wellbeing with responsibility for the hiring and use of community assets.
Licence	An agreement for the occupation of buildings which exceeds the maximum annual hire usage allocation however does not grant exclusive rights of occupation to the licensee.
Not-for-Profit organisation	An organisation that provides a demonstrated community benefit, and does not operate for the profit, personal gain or other benefit of particular people. Some examples include charities, sporting and recreational clubs, community service organisations, professional and business associations, and cultural and social societies.



5. Roles and Responsibilities

Person/s responsible	Accountability
General Manager Community Wellbeing	Overall responsibility for Policy implementation and compliance
Manager Community Engagement	Provide strategic oversight of the use and hire of Council's community assets
Customer Service Officers	Administer and process all applications for hire

6. Human Rights Statement

It is considered that this policy does not impact negatively on any rights identified in the *Charter of Human Rights and Responsibilities Act 2006 (Vic)*. Central Goldfields Shire Council is committed to consultation and cooperation between management and employees.

7. Related Policies and Procedures

Council Plan 2017- 2021

Property Occupancy Policy

8. Relevant Legislation and Guidelines

Local Government Act 1989

Food Act 1984

Liquor Control and Reform Act 1998

Liquor Control and Reform Regulations 2009