



CAPEL SOUND
COMMUNITY HUB

CAPEL SOUND COMMUNITY HUB (CSCH) TERMS AND CONDITIONS 2026

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CAPEL SOUND COMMUNITY HUB FACILITY ROOM USE AGREEMENT

TERMS AND CONDITIONS 2026

1. General

It is the responsibility of the Facility User to ensure that both Facility User and all participants in their group are aware of, respect, and adhere to these terms and conditions of use of Capel Sound Community Hub (CSCH).

1.1 Code of Conduct

In order to provide a safe and welcoming environment for staff, participants and visitors at the CSCH:

- Staff, volunteers, participants and visitors will treat each other with respect and courtesy at all times
- Anti-social behaviour, including harassing staff, volunteers, participants or visitors is not permitted. This includes the use of offensive or threatening language and the making of threats;
- Behaviour or language which offends, insults, humiliates or intimidates another person or group of people on the basis of race, ethnic origin, gender, age or disability, or is disruptive in any way will not be tolerated.

1.2 Room Use - Categories

1.2.1 Neighbourhood House Community Programs

Neighbourhood House Community Programs form part of Capel Sound Community Hub's core community offerings. Facilitators and participants of these programs are covered under the Hub's insurance and must be affordable, inclusive, and available to the general community.

These programs differ from private room hire and must align with the Hub's community purpose, accessibility requirements, and insurance conditions.

Neighbourhood House Community Programs may be facilitated by:

- Community Groups
- Volunteers
- Hub Staff
- External Facilitators approved by the Hub to run a community program

1.2.2 Room Hire (Private or Organisational Hire)

Room Hire refers to the use of Hub spaces by individuals, businesses, or organisations

Requirements:

- Hirers are not covered by the Hub's insurance, and therefore must provide evidence of public liability insurance of a minimum of \$10,000,000
- Hirers must have an ABN

Room Hirers may be:

- Community Groups / Not-for-Profits
- Regular Hirers (ongoing or repeated bookings)
- Casual Hirers (one-off or irregular bookings)

1.2.3 Functions and Events

Functions refer to one-off functions and events, such as:

- Social gatherings
- Celebrations

1.2. Permitted Use

Facility Users should confine their activities to the room booked. Please do not access CSCH staff restricted areas.

Please ensure that the room is used for the purpose specified in the Agreement and not used for any other purpose without written permission from CSCH.

CSCH has the right to refuse or limit access to the facility if the intended use does not support the overall community purpose of CSCH and in the best interests of the local Mornington Peninsula community.

1.3. Agreement Renewal

All facility hire agreements with CSCH are valid for the current calendar year and are subject to review and renewal at the end of each year. Continued use of the facilities into the following year requires confirmation of renewal and may involve an updated agreement and documentation.

1.5 Times of use

- The User must only use the room during their agreed booking time (which should include time to set up and pack down).
- The User must immediately vacate the room outside of the booking times to allow other people to use the room.
- Additional fees will be charged for use outside the agreed booking time.
- CSCH reserves the right to terminate this Agreement if the space is repeatedly used during another groups allocated booking time.
- Arrival and departure times outlined in the Room Hire Application / Agreement and/or online booking must include set up and pack up times.

1.6 Number of people in room

In the interests of health and safety, the Facility User must not permit the number of people in the room to exceed the maximum number specified in the Room Hire Application / Agreement.

1.7 Variation to Room Hire

Where possible, variation to the signed Room Hire Agreement may be made. To do this, the authorised contact must notify CSCH in writing as soon as possible of any changes to the details contained in the Room Hire Agreement. CSCH will provide written confirmation within 14 business days advising whether the requested variation has been approved.

1.8 Photographs, Recordings, Work Product and Testimonial Consents

CSCH from time to time uses photographs, recordings, work product and testimonials to promote CSCH and its Third Party's activities. We only use this information under the guidelines as set out in the Privacy Act 1998. Consent to use this material is obtained through CSCH registration forms, newsletter subscriptions, program enrolment forms, or other written consent methods.

By giving your consent you have agreed to:

- Your images, either photographs or recordings, work product and testimonials being used in any and all marketing and promotion including but not limited to print / social media, websites, promotional flyers and materials.
- Not to take legal action or seek payment or benefit against the CSCH for any reason relating to those uses of the material.
- You have the right to withdraw your consent at any time prior to the publication of the images, work examples or testimonials by writing to the CSCH Manager with your request to withdraw consent.

2. Access, Entry and Security

2.1 Use of the Facilities

As a Neighbourhood House, our primary purpose is to provide the activities, support programs and community programs that are inclusive and meet the current needs of the local community. In the event that an additional community need is identified requiring the delivery of additional services, this may require the Hub to alter existing current Hire Agreements with community users. Additionally, Hirers may need to be relocated in the event of building upgrades and/or maintenance.

In the event of these occurrences, CSCH will provide the User with as much notice as possible, in writing, to vacate the space and will endeavour to find a suitable alternative space for the User.

CSCH may require the use of the facility for festivals and events that provide appeal to the broader community and on occasions may need to cancel some regular bookings. In this instance a minimum of four weeks' notice will be given, and every effort will be made to provide another space for the User.

2.2 Entry and Exit Requirements

Hub Users and participants must enter and exit the building only through the main front doors. No other doors are to be used unless there is a need for emergency evacuation. Unauthorised use of alternative doors may result in a fine and/or cancellation of the booking or Agreement.

With the exception of the main front doors, all external doors should be kept closed at all times.

2.3 Sign-In and Sign-Out Requirement

For safety reasons, everyone must report to Reception upon arrival and sign in using the tablet. Please ensure that everyone also signs out on leaving the premises.

This requirement does not apply to individuals who are only dropping someone off and not entering the Hub beyond the Reception area.

2.4 Arrival and Departure

Hub Users are responsible for opening and closing the room and/ or facility upon entry and exit.

Upon departure Hub Users must always ensure that:

- Room/s are left in the reasonable and clean condition as they were found.
- Electronic equipment is switched off.
- Equipment has been turned off, packed away or removed.
- Furniture is returned to its original location as identified upon entry.
- Doors to their hired rooms are closed.
- Entry doors are locked.

2.5. Security

Please notify Reception of any security risks during reception opening times. If there are any issues

after hours please contact Peninsula Security Services on [1800 736 732](tel:1800736732).

Facility User must not do anything in connection with the facility which may cause a security issue or unnecessary alarm. Callouts by the security company/ fire safety specialist/ the fire brigade (CFA) deemed unnecessary may be charged to Facility User.

2.6. After Hour Access

After-hours access is provided through a digital key issued via the OfficeRND booking system. This key must be scanned on the Salto black keypad at the front entrance to gain access. The digital key must not be shared with anyone other than the person to whom it was issued.

Facility Users are responsible for ensuring that all participants have exited the building before they themselves leave.

Only Facility User with booking systems that track participants attendance will be permitted onsite after hours. Running open, drop-in, anonymous, or unregistered programs after hours is strictly prohibited, as this poses a significant safety and security risk to the Hub, staff, and other users.

2.7. Front Door After Hours (Before 8am & After 5pm)

The front door cannot be set to remain unlocked or automatically open after 5pm. This measure is in place to ensure the safety and security of all Facility Users during after-hours use.

To allow participants to enter, please press the green button to open the doors (the doors will automatically close after 10 seconds).

For regular programs, CSCH *may* issue a participant access code; however, this is not guaranteed and is provided solely at the discretion of CSCH.

2.8. CSCH's right of Entry

CSCH may enter any room at any time and remain in the room for the purpose of supervising the functions or activities conducted by Facility User.

CSCH has free access to all rooms, cupboards or storage space(s) at any time as required.

2.9. Christmas Closure

CSCH will close at close of business on Wednesday 16 December 2026 and reopen on Wednesday 6 January 2027. No programs, room hire, or services will operate during this period. Should anything change, we will notify you as soon as possible.

3. Venue Use, Set-Up & Care of Spaces

3.1. Set-Up and Pack-Down Responsibilities

CSCH staff and volunteers are not responsible for the set-up or pack-down of tables, chairs, equipment, or any other items required for the Facility User's booking.

All set-up, pack-down, and room preparation—including returning furniture to its original layout—are the sole responsibility of the Facility User.

Failure to comply may result in additional cleaning or reset fees being charged.

3.2. Cleaning

Facility User is responsible for leaving the room in a clean and tidy condition. If such regulations are not met, CSCH will arrange cleaning at their discretion. Charges for any additional cleaning conducted

may be invoiced to Facility User at the end of the invoice period.

3.3 Wall Use and Decorations

No posters, stickers, signage, decorations, or any other materials are to be attached to the walls at any time. The use of tape, blu-tack, pins, adhesives, or any fixing materials is strictly prohibited.

Any damage to walls, paintwork, or fixtures resulting from breach of this requirement will be repaired at the Hirer's expense, and associated charges will be invoiced to the Hirer.

3.4 Damage to facility and/or equipment

Facility User must not cause or permit to be caused, any damage to the facility, existing furniture, fittings and/or equipment belonging to CSCH and/ or other users of the facility.

3.5. Nuisance

Facility User must not do or allow to be done, anything in connection with the use of the facility under agreement or otherwise which is or is liable to be in the opinion of CSCH, noxious or injurious to a person's health, personal comfort, or the general amenity of the neighbourhood in which the activity is occurring.

3.6 Signs and notices

Facility User must not erect any signs or notices in the interior or exterior of the facility without CSCH's prior written consent.

3.7 Heavy equipment and flammable substances

Facility User must not bring any heavy equipment or flammable substances into the room without CSCH's prior written consent.

3.8 Illegal activities

Facility User must not permit any illegal activities in the room.

3.9 Alcohol

Facility User may be required to obtain a Liquor License to bring, sell, distribute, or consume any alcohol at CSCH. Any alcohol found onsite without prior approval will result in the agreement being cancelled and/or forfeiture of the bond. Please contact CSCH prior to discuss your requirements.

3.10 No smoking

Facility User must not allow any persons to smoke in or around the facility.

3.11 Animals

Facility User must not allow any animals to be brought into the facility without the CSCH's prior written consent (authorised assistance animals excepted).

3.12 Equipment

Facilities are equipped to cater for the maximum capacity as outlined in the CSCH Hire Fees. Requests for additional equipment such as chairs, tables, audio visual equipment or specialised equipment will be considered by CSCH on a case-by-case basis. Hirers are not permitted to bring equipment into the facility without CSCH's prior written consent.

3.13 Storage

Storage at CSCH is limited and allocated on an equitable basis. All items must be kept in a clearly labelled storage container no larger than 60L. CSCH is not responsible for any loss or damage to a Hirer's property.

- Facility User must not use equipment or materials belonging to other users.
- Facility Users must not mark or label storage areas or shelves, construct temporary or permanent storage structures, or place personal locks on any storage area. Charges may apply if cleaning or maintenance is required due to misuse.
- Storage areas must not be locked, as CSCH staff require access at all times.
- Your allocated storage area may be changed or relocated during the agreement period depending on the operational needs of CSCH.

3.14 Theft

Neither CSCH nor its' staff shall be liable for any loss or damage sustained by Facility User, and Facility User agrees to indemnify CSCH against any such actions.

3.15 Noise disturbance

Facility User must comply with all Environmental Protection Agency (EPA) prohibited times for noise and noise related legislation.

Loud music, musical instruments, electric audio goods, or public address systems must be turned off by:

- Monday to Thursday before 7 am or after 10 pm.
- Friday before 7 am or after 11 pm.
- Saturday and public holidays before 9 am or after 11 pm.
- Sunday before 9 am or after 10 pm.

In addition, noise must not impact on surrounding properties or be unreasonable at any time with respect to its intensity, duration, frequency, or other factors as determined by CSCH.

Facility User and any persons connected to the use of the facility must comply with any directions to cease or abate noise made by CSCH staff or members of Victoria Police.

4. Food, Waste & Health Requirements

4.1 Food Handling

Facility User must not allow or cause to be allowed any food to be sold or handled for the purposes of sale without holding a current Food Act (1984) Registration Certificate, irrespective of whether the activity concerned is of a commercial, charitable or community nature or whether it involves the handling or sale of food on one occasion only.

CSCH to the extent permitted by law accepts no responsibility, direct, indirect, or otherwise for any liabilities under statute or common law for the sale or provision of food items from facilities.

Further information concerning the provision of food and matters of food safety may be obtained from the Mornington Peninsula Shire Council

4.2 Sustainability & Waste management

Facility Users must follow all CSCH sustainability policies, procedures, and onsite signage. All waste must be placed in the correct bins. Fines may apply if rubbish is incorrectly disposed of or contaminates recycling or food waste streams.

4.3 Heating, Cooling & Lighting

Facility Users must ensure all heating, cooling, and lights are turned off at the end of their booking. Any systems left running after the booking has concluded may result in an additional fee being charged to the Facility User.

5. Fees & Charges

5.1 Bond

CSCH retains the right to request from Facility User any further monies to be held as a Security Bond by CSCH at any time up until the commencement date. If CSCH requests additional monies, Facility User must pay such additional monies within 7 days of request.

In the event of damage to the facility, equipment and surrounds, or improper use, CSCH reserve the right to deduct from the Security Bond as per quotation or amounts outlined in CSCH's Schedule of Fees.

5.2 Outstanding Fees and Charges

CSCH may terminate the hire at any time during the agreed period of hire if Facility User has an outstanding balance exceeding 60 days

6. Termination of Agreement

6.1 Termination of hire as requested by Hirer.

Hirer must send their expression to terminate hire in writing via email to info@capelsoundhub.com.au.

Facility User must pay any outstanding fees and charges by the end of their last booking.

6.2 Termination of hire by CSCH

CSCH may terminate the hiring of the room by Facility User at any time if Facility User:

- Has not paid the hiring fee or the bond as specified in the terms and conditions of this document.
- Has not paid the hiring fee in the manner specified in the booking form; or
- Breaches any of Facility User's obligations specified in the terms and conditions of this document.
- Breach or continuous breach of Conditions of Entry, e.g., Leaving children unsupervised, bringing in animals that are not permitted, smoking within 10m of the building, disrespectful conduct to staff and other users.
- CSCH may forfeit re-imbusement of any monies including the bond, the booking fee, and the hire fee, paid to CSCH by Facility User.

Hire termination process:

- One verbal warning and one written warning may result in termination of hire.
- Immediate cancellation of hire with no warning will result from any action by Facility User or visitors connected with that Hirer, which poses an immediate danger to others or significant damage to the building.

7. Neighbourhood House Community Programs

Neighbourhood House Community Programs Terms and Conditions are subject to change and are

managed through Clevero. Facilitators and participants are responsible for reviewing the current Terms and Conditions at the time of booking.

7.1 Affordable

CSCH is committed to providing inclusive, accessible, and welcoming programs.

Participants and facilitators are expected to conduct themselves in a respectful, inclusive, and professional manner at all times. Discrimination, harassment, bullying, or inappropriate behaviour will not be tolerated.

Participants are encouraged to contact CSCH prior to enrolment to discuss any access, support, or inclusion requirements so that reasonable adjustments can be considered where possible.

Facilitators are required to:

- Deliver programs in a manner that is inclusive and respectful of diverse abilities, backgrounds, and experiences
- Work collaboratively with CSCH staff and volunteers

7.2 Fees and Enrolment

CSCH will keep fees to a minimum to ensure everyone has the opportunity to participate in our programs and activities.

Some activities run by CSCH are pay-as-you-go, cash on the day. For other activities, we ask participants to pay the activity fees either in cash, via EFTPOS or by on-line payment prior to the activity commencement date.

7.3 Facilitators

Neighbourhood House Community Programs may be facilitated by:

- Community Groups
- Volunteers
- Hub Staff
- External Facilitators approved by the Hub to run a community program

All facilitators, including volunteers and external facilitators, must be approved by CSCH prior to delivering a program.

External facilitators may be required to complete and sign documentation as determined by CSCH, which may include (but is not limited to) facilitator agreements, codes of conduct, insurance documentation, and compliance with relevant CSCH policies and procedures.

CSCH reserves the right to update facilitator requirements from time to time to ensure safe, compliant, and high-quality program delivery.

7.4 Cancellation Policy

CSCH reserves the right to cancel activities if the required minimum number of participants enrolled prior to the activity starting date is not met. A full refund will be given for payments received.

In the case that the facilitator is unable to attend due to illness or an unexpected change of circumstances, the class may be postponed to a later date or cancelled. If the class is postponed and the rescheduled date does not suit a participant, a refund may be requested.

7.5 Changes to Programs, Facilitators & Terms and Conditions

CSCH reserves the right to amend program content, schedules, fees, facilitators, and these Terms and Conditions from time to time.

The most current Terms and Conditions published by CSCH will apply at the time of booking, participation, or facilitation. Where changes materially impact confirmed programs or engagements, affected participants or facilitators will be notified where reasonably practicable.

7.6 Refund Policy

Fee refunds are not automatic and must be applied for in writing to the Manager. The following will be taken into account before a Refund is issued:

- Approved fee refunds are only processed after the fees have been cleared through the bank account.
- A student excluded, suspended, or expelled under a BENH/Ballarat Neighbourhood Centre/ Wendouree Neighbourhood Centre policy or procedure is not entitled to a refund (except where any Commonwealth or State legislation or code of practice provides otherwise).
- Where the student ceases training of their own volition prior to the midway point of the program (defined as midway through unit completion, or midway through time period of course, whichever is the earlier), the maximum fee refund will be 50% of the total fee payment.
- Where the student ceases training of their own volition after the midway point of the program as defined above, no refund is payable.
- Refunds will not be issued after course commencement except in exceptional circumstances or where funding guidelines stipulate this requirement. In exceptional circumstances a participant may apply in writing for special consideration of a refund for the following bereavement, hospitalisation and/or unexpectedly having to assume carer's responsibilities.
- BENH will not issue refunds for a change in working hours; inconvenient travel; moving interstate; job change or change of career direction or change of mind.
- Actual attendance in class by the student will not be considered when assessing a refund request.

7.7 Right to Refuse, Suspend or Withdraw Participation or Facilitation

CSCH reserves the right to refuse, suspend, or withdraw participation in a program, or engagement of a facilitator, where these Terms and Conditions, program guidelines, or CSCH policies are not complied with.

This includes, but is not limited to, situations where behaviour:

- Compromises the safety or wellbeing of participants, staff, or volunteers
- Is disruptive or inappropriate
- Poses a reputational, legal, or operational risk to CSCH

Decisions will be made reasonably and in the best interests of the community and the organisation.

7.8 Insurance

CSCH maintains insurance coverage for approved community programs delivered through its membership with Neighbourhood Houses Victoria, including public liability. Community programs that are approved, coordinated, and promoted by CSCH are covered under this insurance.

External facilitators, contractors, room hirers, and organisations operating independently of CSCH may

be required to hold their own appropriate insurance, including public liability insurance, and provide a certificate of currency upon request.

CSCH does not provide insurance coverage for personal belongings brought onto the premises and accepts no responsibility for loss or damage to such items.

7.9 Physical Activity

As a facilitator or participant of activities including physical movement such as Tai Chi/Yoga/Walking Groups:

You agree that this activity is aimed at both enjoying the physical activity as well as the company of others.

- You are aware that there is a risk in any physical activity, and you voluntarily accept that risk.
- You declare that you are physically capable to undertake this activity and will seek medical advice before commencing if you have any concerns regarding your capacity, for example, due to any medical condition.
- You acknowledge that you are responsible for your own safety whilst participating in any CSCH activity, particularly those which include physical movement. You accept it is your sole responsibility for all risks and liabilities that may arise from your participation, and release the CSCH and its members from claims, liability, demands and proceedings from or in relation to any loss, damage or personal injury which may be sustained as a result of your participation.
- If you have any injuries or issues which may affect your ability to participate fully in the activity, please arrive early and discuss with the activity organiser.

8. Room Hire

Room Hire Terms and Conditions are subject to change and are managed through OfficeRnD. Hirers are responsible for reviewing the current Terms and Conditions at the time of booking.

8.1 Requirements

- Room Hirers must provide public liability insurance of at least \$10,000,000 which needs to be provided prior to first booking.
- Room Hirers must have an ABN

8.2 Hiring the Room Process

Capel Sound Community Hub uses OfficeRnD to manage all room hire bookings. All bookings must follow the process outlined below.

Steps to Hiring a Room at Capel Sound Community Hub:

1. Submit a Room Hire Request Form via our website.
2. Request review may take up to 14 business days.
Please note that submitting a request form does not guarantee approval.
3. If approved, you will receive a Room Hire Agreement and an OfficeRnD account will be created for you.
4. Once your agreement is signed and your OfficeRnD account is active, you will be able to make bookings online.

8.3 Fees and Charges

Facility Users must comply with the fees and charges associated with the hire of the facility.

Fees and charges are reviewed annually and are subject to change from year to year. Where

changes occur, CSCH will provide a minimum of four (4) weeks' notice prior to updated fees taking effect.

8.4 Once off bookings

Payment is required at the time of booking.

It is the responsibility of Facility User to ensure any outstanding balance is paid by the due date. If not paid, the booking may be cancelled.

8.5 Recurring hire

A Recurring Hire refers to a booking arrangement where a Facility User hires a space on an ongoing or repeated basis, including weekly, fortnightly, monthly, or multiple bookings over a period of time.

Regular Hirers will be invoiced at the end of each month, via email to the account's contact provided in OfficeRnD account. The full balance must be paid within 7 days of the issue date as outlined on the invoice.

The hiring fee includes GST and expenses associated with operating the facility during standard business hours such as cleaning and utility costs.

8.6 Cancellation & Amendments

24 hours or more before the booking: 0% cancellation fee

Between 24 and 6 hours before the booking: 25% cancellation fee

Between 6 and 2 hours before the booking: 50% cancellation fee

Less than 2 hours' notice or no-show: 100% cancellation fee

Cancellation fees may be waived at management's discretion in exceptional circumstances.

9. Private Function

9.1 Fees and Charges

A Booking Fee of 50% is required at the time of confirmation. Full facility hire fees must be paid 7 days prior to the event.

CSCH reserves the right to increase the Security Bond and/or engage a Security Company, to patrol the premises during Private Function Hire, at an additional cost to Facility User, resulting from CSCH due diligence processes and perceived risk.

It is the responsibility of Facility User to ensure any outstanding balance is paid by the due date. If not paid, the booking may be cancelled.

9.2 Cancellation

A minimum of 7 days' notice is required to cancel a Private Function Hire. All cancellation requests must be submitted in writing via email to CSCH.

- More than 7 days' notice: Full refund
- Between 7 days and 48 hours' notice: Credit issued to the Facility User's account
- Between 48 hours and 24 hours' notice: 50% cancellation fee

- Less than 24 hours' notice or no-show: 100% cancellation fee

9.3 Cleaning

If the additional cleaning fee has not been paid, the Facility User is responsible for leaving the room exactly as it was found.

All rubbish must be placed in the designated bins and correctly sorted according to the Hub's waste management guidelines.

The room must be left in its original condition, including furniture arrangement, cleanliness, and removal of all decorations and personal items.

9.4 Insurance

Private function hirers are responsible for ensuring appropriate insurance coverage is in place for their event. Insurance coverage may be available through CSCH for private functions for an additional fee, subject to approval and the nature of the event.

Alternatively, private function hirers may arrange their own suitable insurance, including public liability insurance, and will be required to provide a certificate of currency to CSCH prior to the event.

CSCH reserves the right to refuse or cancel a booking where adequate insurance coverage is not provided.

9.5 Alcohol

Alcohol may be brought onto the premises for private functions. Please refer to clause 3.9 for further information.

Where alcohol is provided, the Function Hirer must:

- Provide their own bar staff who hold a current Responsible Service of Alcohol (RSA) certification
- Provide copies of RSA certificates to CSCH prior to the event
- Ensure that alcohol is only served to persons 18 years of age or over
- Ensure alcohol service is conducted in a responsible manner at all times
- CSCH reserves the right to impose additional conditions, limit alcohol service, or require alcohol to be removed where these requirements are not met or where behaviour raises safety concerns.

10. Children & Safety Standards

10.1 CSCH Directions

Facility User must comply with all requirements of CSCH, and all directions given by CSCH representatives.

10.2 Compliance with laws

Facility User must comply with all laws in connection with the room and Facility User's use of the room

10.3 Emergencies

Facility User is responsible for familiarising themselves with and following CSCH's emergency and evacuation procedures for the facility.

In the case of an imminent threat, and/ or upon notification from Emergency Services or CSCH Management, the Warden is responsible for the management of the evacuation or lockdown of the facility.

Facility User is responsible for the management or lockdown of the facility at their discretion when CSCH staff are not present.

Facility User is responsible for the safety of all members and visitors in the facility for the purpose of their hire and for always having appropriate insurance in place.

In the event of an emergency, CSCH may terminate the hiring of the room immediately. Any monies paid by Facility User to the CSCH may be forfeited by the CSCH where the termination of the hire resulted from an act or omission of Facility User or Facility User's agents, contractors, or invitees.

It is Facility User's responsibility to provide for First Aid coverage to their participants.

10.4 Children

Children under 18 years of age must be accompanied by a guardian at all times and must remain in the room. Children may not be left unsupervised in the foyer whilst their guardian is in a room. Repeat occurrences may result in cancellation of all future bookings.

10.5 Victorian Child Safe Standards

CSCH has zero tolerance of child abuse and is committed to creating and maintaining a child safe and child friendly environment where all children are valued and protected from abuse.

CSCH is committed to creating and maintaining a child safe organisation where protecting children from abuse is embedded in the everyday thinking and practice of CSCH, all employees, contractors, and volunteers.

All organisations in Victoria that provide services or facilities for children are required to comply with Child Safe Standards, to ensure that the safety of children is promoted, child abuse is prevented, and allegations of child abuse are properly responded to.

As a condition of this agreement Facility User must ensure that it complies with the requirements as set within the Child Wellbeing and Safety Act 2005, Victorian Child Safe Standards* and Reportable Conduct Scheme**. The Service must immediately notify CSCH where it becomes aware of a breach of the Victorian Child Safe Standards and ensure that all employees and volunteers who are required to apply for a Working with Children Check's (WWCC) under the Working with Children Act 2005 (Vic)*** have done so, before working with children at the service/program/facility.

For more information on the Victorian Child Safe Standards please consider <http://providers.dhhs.vic.gov.au/child-safe-standards>

For more information on the Reportable Conduct Scheme please consider <https://ccyp.vic.gov.au/reportable-conduct-scheme/>

Please refer to the Working with Children Act 2005 to determine the Working with Children Check requirements on your service.

11. Liability, Indemnity & Disputes

11.1 Privacy & Confidentiality

CSCH collects, uses, and manages personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Personal information may be collected from participants, room hirers, facilitators, contractors, and visitors for purposes including bookings, program delivery, administration, communication, safety, reporting, and compliance with legal or funding requirements.

All users of the Hub, including room hirers, facilitators, volunteers, and contractors, are expected to respect the privacy and confidentiality of others while using the facilities. Personal information obtained through activities at the Hub must not be used, disclosed, or shared for any purpose unrelated to the approved booking or program without prior written consent from CSCH.

CSCH will not disclose personal information to third parties except where required by law or where consent has been provided.

11.2 Release and Indemnity

Facility User agrees to indemnify and to keep indemnified, CSCH, its 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 Facility Users performance or purported performance of its obligations under this agreement/ permit and be directly related to the negligent acts, errors or omission of Facility User.

Facility Users' liability to indemnify CSCH shall be reduced proportionally to the extent that any act or omission of CSCH, its servants or agents, contributed to the loss or liability.

11.3 Liability of person signing application form

Where a person signs the booking form on behalf of Facility User, which is an incorporated body (such as a company or incorporated association) the person signing the application form:

- Warrants that they are authorised to sign the application form on behalf of Facility User; and
- Guarantees that Facility User will strictly observe and perform its obligations in these conditions; and
- Will pay to CSCH on demand any money for any loss suffered by CSCH due to a breach of these conditions by Facility User.

11.4 Disputes

In the event of any dispute or difference arising to the interpretation of these conditions, or of any matter contained there in the decision of CSCH Manager or their nominated representative there on shall be final and conclusive.

12. Disclaimer

The information provided by Capel Sound Community Hub on these pages is provided as a guide only. It is intended to assist you with your participation in our education, training and community activities. All information is provided in good faith and to the best of our abilities. However, we cannot guarantee there are no mistakes or errors. We reserve the right to cancel classes and make amendments and changes to this information at any given time.