



COMMUNITY BIKE HUB – BRIMBANK TRAFFIC SCHOOL

Facility Hire Agreement

Definitions

1. **Facility** – Includes all indoor and outdoor areas at 7 Clubhouse Place, Keilor Downs.
2. **Hirer** – The party hiring the Facility who is responsible for booking and/or paying the Facility Hire fee.
3. **Purpose** – The stated purpose for 7 Clubhouse Place is for bicycle riding and education specifically for Children. The Facility may also be used for Children’s parties at which guests may use the track and other riding areas and consume food and drink within the undercover party room or on the grassed areas.
4. **Community Bike Hub (CBH)** – The party responsible for the management of the Facility under licence provided by the Brimbank City Council.
5. **Child/ Children** – Participants aged between 2-11 years of age. All riding areas within the Facility are not suitable for anyone 12 years and older and will not be permitted to use the track.
6. **Administration Charge** – 50% of Facility Hire Fee.

Permission to hire the Facility is granted to the Hirer subject to the following terms and conditions of this Agreement.

By confirming your booking, you agree to these conditions.

The Hirer must:

1. Only use the Facility and the equipment available for the defined Purpose
2. Not damage any part of the Facility, or allow any other person to do so
3. Not permit any person to smoke including vapes or e-cigarettes in the Facility (indoors and out)
4. Not sell any alcohol or allow any alcohol to be consumed in the Facility (indoors and out)
5. Not permit the number of the people in the Facility at any one time to exceed the maximum number of people specified in the Special Conditions.
6. Be solely responsible at its own cost for making all arrangements for the safety and supervision of children and guests at the Facility.

7. Leave the Facility clean and tidy, including ensuring all rubbish is bagged and enclosed in the correct bins, returning the Facility to the same condition it was in prior to the period of occupation.
8. Acknowledge and agree that CBH are not responsible or liable for any personal property left in the Facility at the end of the Hirer's occupation.
9. Strictly adhere to the Emergency Evacuation Plan in the event of an emergency at the Facility
10. Be over 18 years of age.
11. Report any emergencies or unexpected incidents to our staff immediately using the incident report provided.
12. Treat CBH staff with respect. Abuse of CBH staff will not be tolerated.
13. Ensure none of their guests use obscene, insulting language or engage in disorderly behaviour in or around the Facility.
14. Ensure any external entertainment and/or service providers supply a current Certificate of Currency for Public Risk Liability Insurance with a minimum value of \$10million. Failure to provide this information prior to your booking will result in the provider being unable to enter the venue or its grounds. Notification of external entertainment providers must be made no less than 7 days prior to the booking.

Special Conditions

1. A maximum of 30 Children and 50 adults may occupy the Facility at any one time.
2. The Hirer must ensure all Children are wearing bicycle helmets whilst using equipment including when riding bicycles and scooters.
3. The use of glass bottles and other glass items at the Facility is prohibited at all times.
4. The first 30 minutes of the booking slot is designated for set up. The last 30 minutes of the booking slot is designated for cleaning up and vacating the Facility. Before your booking period concludes, our staff will inform you that your booking time is nearing its end. Upon receiving this notification, it is your responsibility to ensure that your guests and any privately booked vendors or entertainment start preparing to leave the Facility.
5. The hired area within the Facility is limited to the track, the enclosed party room, the kitchen and the bathrooms. All other areas of the Facility including the bicycle ramp are not accessible to the hirer and their guests.
6. The Hirer is responsible for bringing their own bikes including for all guests. Limited bikes and helmets are available for hire for an additional fee.
7. The Hirer is permitted to bring their own party decorations which must be removed at the conclusion of the event. Party "poppers", balloons and confetti

are not allowed. It is strictly forbidden for any person to use screws, nails, tacks, adhesive fasteners (including masking tape) or other attachments in/on any part of the walls or ceiling of any building.

8. Kitchen access is included in Facility Hire and is suitable for reheating hot foods only or storing of cold items in the refrigerator. Hirers are to provide their own catering.
9. Reusable plates, bowls, cutlery, cups and cake knives are available for hire for an additional fee. Hirers cannot store food at the Facility before or after their booking slot.
10. All attendees should familiarise themselves with our Facility rules and safety information, which are displayed and included in our safety briefing.
11. At least 1 adult per 8 children is needed for supervision. Note: Our staff do not count towards this ratio.

Booking cancellation and refund policy

The Hirer must give a minimum of ten working days notice to cancel the booking.

If less than ten working days notice is given, the Administration Charge will be retained.

Cancellations with more than ten working days notice will be fully refunded.

In the event of a Total Fire Ban being issued by Country Fire Authority or, a Severe Weather Warning being issued by The Victorian State Emergency Service (or Bureau of Meteorology) the Facility will be closed. The CBH will offer the use of the Facility to the Hirer at an alternative date or refund the hire fee in full.

Please note that a 15% surcharge applies for events held on public holidays.

Damage

All theft, breakages and damage must be reported promptly to CBH so that repairs can be made. Additional fees may be charged for replacement or repairs.

Privacy

We value your privacy and take steps to protect your personal information. All personal data collected during the booking process is handled in accordance with our Privacy Policy.

Indemnity statement

The Hirer agrees to indemnify and keep indemnified and to hold harmless the CBH, its servants and agents and each of them from and against all actions, costs, claims, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the misuse/hire of the Facility by the Hirer or its guests.