



**PRAHRAN  
SQUARE**

# **TERMS AND CONDITIONS**

## **FOR PRAHRAN SQUARE HIRE ARRANGEMENTS**

**[PRAHRANSQUARE.COM.AU](http://PRAHRANSQUARE.COM.AU)**



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## 1. APPLICATION

These conditions of use ('Conditions'), a copy of which will be supplied to the Hirer at the time the usage is agreed to, apply to all and any hire arrangements relating to Prahran Square for hire, and in particular the Facilities (restricted to any nominated areas) identified by the lodgement and acceptance of an Application for Hire of Prahran Square.

## 2. PARTIES BOUND

The parties bound by these conditions are:

**City of Stonnington** (Council)    **and**

**The Organisation or Individual actually using the facility at any time together with individual members of that Organisation** ('Hirer').

## 3. PURPOSE OF/ LIMITATIONS ON USE

The use authorised by these Conditions of Use do not create any tenancy or property rights. The right is for the Hirer to use the Prahran Square during the day(s) and time(s) stipulated by Council in writing in accordance with these Conditions of Use.

The right of use is not exclusive. Council retains the right to hire all areas which are not allocated to the Hirer at specified times.

## 4. COMMENCEMENT OF AUTHORISATION

Use of Prahran Square is not deemed to be authorised by Council until the applicant has:

1. Completed the "Expression of Interest form" and received written in principle approval from the Prahran Square Activation Officer.
2. Provided copies of all and any ancillary documentation required to receive an Event Permit including but not limited to;
  - a) Evidence of Public Liability Insurance
  - b) Certificate of Incorporation/proof of not-for-profit status
  - c) Detailed risk management plan
  - d) Site plan
  - e) Traffic management plan
  - f) A copy of the permit or licence to sell and consume liquor;
  - g) A copy of the Hirer's (or Contractor's) Food Registration or Temporary Food Permit as may be required by Streatrader; and
3. Paid all charges and the security bond where required.

The applicant will be offered an Event Permit once all required documentation is complete and all fees and charges paid.

## 5. COMMUNICATION

Good communication is essential to the smooth running of community recreation facilities. The Hirer is required to notify the Prahran Square Activation Officer during business hours on 8290 1052, or Council's After-Hours number on 8290 1333 of any general or emergency maintenance issues or damage.

## 6. ALLOCATION PROCESS

### 6.1 GENERAL

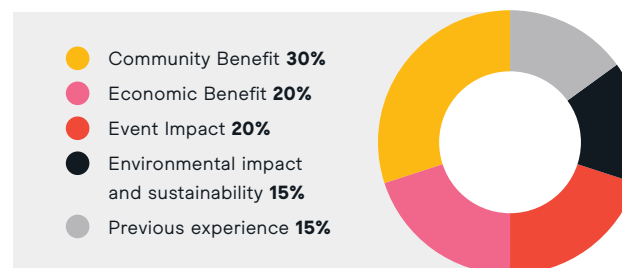
Provided copies of all and any ancillary documentation required to receive an Event Permit including but not limited to;

- Consideration to the intended and/or specialist nature of Prahran Square and any apparent synergies insofar as the purpose of the hire request;
- Alignment of a Hirer's objectives, along with the purpose of the hire, to Council's objectives;
- Percentage of Stonnington residents utilising Prahran Square during the hire period; and
- The hire purpose is supportive of a healthy, socially connected and physically active community.

Council will consider applications using the following criteria to evaluate all programming enquiries, event proposals and key activities:

#### Community Benefit (weighted at 30%)

- Enhance local life with prioritisation of local residents, businesses and the community in place programming
- Celebrate arts and culture and invite communities to explore new ideas and concepts that communicate Prahran Square as a hub of innovation and creativity
- Respect and publicly acknowledge local Indigenous heritage and traditions
- Promote Prahran Square as the future of inner city living, offering dynaexperiences that celebrate Prahran Square as a place that is:
  - healthy and active
  - accessible, safe and welcoming to all
  - engaging and inspiring
  - authentic and unique.



#### Economic Benefit (weighted at 20%)

- Provide a welcoming and accessible experience for local, national and international visitors that positively contributes to the identity and reputation of the Chapel Street precinct
- Support and complement the activities of the surrounding businesses and economy of Prahran Square
- Prioritisation of local businesses and service providers for engagement and/ or partnership opportunities.

#### Event Impact (weighted at 20%)

- Appropriateness of event on site; determined by size, layout, activities and potential risks and safety
- Limited disruptions for local community accessing space
- Minimising impacts on local community and managing competing demands for use of the public space.

#### Environmental impact & sustainability (weighted at 15%)

- Remain environmentally conscious and implement sustainable event practices
- Ensures the protection of fauna, flora and Council assets
- Raise awareness or respond to emerging environmental issues.

#### Previous experience (weighted at 15%)

- Relevant experience of event organisers and proven capacity to produce successful events

## 7. CONTINUATION OF AUTHORISATION

Continuation of Council's authorisation to use Prahran Square is conditional upon the Hirer observing all reasonable requirements of Council (whether contained in these conditions or otherwise) including, but not limited to ensuring compliance with the clauses contained within this document.

### 7.1 NOTIFICATION OF ANY CHANGES AND/OR CANCELLATIONS

The Hirer shall ensure that Council is notified immediately, in writing, of any changes and/or cancellations to usage and/or allocated times. The Hirer shall ensure that all changes and cancellations to the use of Prahran Square are directed to [pahransquare@stonnington.vic.gov.au](mailto:pahransquare@stonnington.vic.gov.au) seven (7) days prior to the usage date.

Changes and/or cancellations will not be deemed acknowledged or confirmed until the Prahran Square Activation Officer has forwarded written notification to the Hirer. No refunds will be provided if changes or cancellations occur within seven (7) days of the booking.

### 7.2 HIRE PAYMENTS

The hire charge is paid not less than fourteen (14) days before the date on which the reserve will be used. The booking will lapse if payment is not made within this time.

### 7.3 SECURITY BOND

A security bond, as set out in the schedule, is paid not less than fourteen (14) days before the date on which Prahran Square will be used. The security deposit will be applied as;

- a) A guarantee of compliance with these conditions;
- b) A security against damage to or loss of Council property;
- c) A security against the cost of any additional cleaning required to be performed by the Council;

- d) The user will be liable on demand to pay any further amount in excess of the security deposit to meet the full cost of repairs to and replacement of Council property or to meet the cost of additional cleaning; and
- e) Where it is not necessary to apply the security deposit, the deposit will be refunded to the user.

The Hirer shall be liable on demand by Council's Delegate to pay any further amounts in excess of such Security Bond to meet the full cost of repairs, replacement and cleaning.

Where there has been no breach of the 'Conditions of Use', damage to the building, equipment, fittings or furniture, additional cleaning required to be performed, the Security Bond will be returned to the Hirer.

The balance of the Security Bond after the deduction of the amounts will be refunded to the Hirer.

### 7.4 CONDITION OF FACILITY

The Hirer acknowledges that the Facility is in good condition and in a clean state at the commencement of the hire, and must reinstate it to the same condition at the end of the hire. The Hirer shall ensure that all rubbish is removed from the Facility including the surrounding grounds. The Hirer shall ensure that the Facility is left in a clean and tidy state.

Cleaning up must be undertaken within the allocated usage times.

## **7.5 DAMAGE TO PROPERTY**

The Hirer is deemed responsible for all damage, inadvertent or otherwise, which may occur to the Facility, fittings and equipment during the use by the Hirer, their members, guests and/or service suppliers.

The Hirer shall ensure that any damage to the Facility is reported immediately to Council's Delegate. The Hirer must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property.

In the event of any dispute as to the timing or cause of damage between Hirers, Council will make a final and binding decision. Should the Hirer fail to reimburse the Council for the repair or replacement costs, the Council may decide to withdraw the use of the facilities.

## **7.6 WASTE REMOVAL**

Waste, structures and decorations must be removed from the site, and surrounding grounds must be left in a clean, tidy and rubbish-free condition.

The reinstatement of the event area is the responsibility of the Hirer. If the Hirer fails to comply with this condition, Council may carry out the necessary works, at the Hirer's cost. The Hirer indemnifies and agrees to reimburse the Council for all expenses incurred in carrying out such works.

The Hirer is responsible for coordinating waste management resources and facilities to areas affected by the event, including those outside of the permitted area where City of Stonnington's normal services cannot access. This includes all areas affected by road closures, and transport hubs e.g., Prahran Train Station or local Tram Stops.

## **7.7 DISORDERLY BEHAVIOUR AND RESPONSIBILITY OF GROUPS**

The Hirer is responsible to ensure that no offensive behaviour of any sort takes place and that no nuisance whether from noise, vehicles, behaviour, or any other cause is occasioned to members of the public and neighbouring residents, during the time in which the facility is hired. The Hirer shall be responsible for all participants/observers in their care.

## **7.8 THEFT**

Council is not responsible for any loss or damage that may be suffered by the Hirer or any person attending the Facility during the Hire as a result of any theft.

## **7.9 SAFETY AND SECURITY OF PARTICIPANTS**

It is necessary for Hirers to consider:

- (a) How they will manage participants during the allocated usage time(s); and
- (b) The safety and security of participants both during the allocated usage time(s), and as participants arrive and depart from Prahran Square.

## **7.10 LARGE AND/ OR SPECIAL EVENT SECURITY**

High risk events or large-scale events may require security guards or a Venue Compliance Officer to attend.

At large events where alcohol is consumed or sold, a minimum of two (2) security guards may be required. In the event security guards are required, a ratio of one (1) security guard per fifty (50) guests will be required. If the event is considered by Council to be a high-risk event, more guards will be required, and will be determined by Council.

Security guards and Venue Compliance Officers will be supplied by the Council's preferred supplier; Hirer's are not permitted to hire any other security contractors without the prior consent of the Council. Conditions will apply.

## **7.11 ERECTION OF A TEMPORARY STRUCTURE OR FIXTURE**

No temporary structure or fixture is erected without all appropriate licences or permits and the prior consent of Council. In the event a licence or permit is provided, no temporary structures are to be pegged, they must be adequately weighted only.

### **7.12 EVENTS PERMIT**

Evidence of Events Permit obtained from Council.

### **7.13 GAMES OF CHANCE**

No games of chance are played, raffles conducted, tickets sold, or any other activity is conducted at the premises without all appropriate permits, licences or approvals having been obtained.

### **7.14 COMPLIANCE WITH LAW AND DIRECTIONS**

The Hirer must at all times comply with all laws including:

- (a) Reasonable direction by Council and Council Officers;
- (b) Council rules, regulations and Local Laws; and
- (c) Any other applicable legislation.

### **7.15 LIQUOR LICENSE**

The Hirer must not consume liquor in a Council reserve, except for picnics or barbeques conducted during daylight hours.

Council may prohibit alcohol being brought into or distributed or consumed at a reserve if it believes this is reasonably necessary to maintain law and order or compliance with the applicable provisions of these Conditions of Use.

No liquor is to be sold without all appropriate licences or permits.

### **7.16 FOOD REGISTRATION**

The Hirer shall ensure that no food is sold, prepared or cooked without the appropriate licences or permits.

The Hirer shall ensure that a Food Safety Program is implemented during the preparation and sale of food.

### **7.17 NOISE**

Noise levels are to be kept in accordance with all laws, including local laws of Council. Amplification equipment shall not be used or operated without the consent of Council.

### **7.18 PARKING**

No vehicles are parked in or have access to Prahran Square. Parking is only permitted in the areas specifically marked and designated as public parking.

### **7.19 SELLING OF GOODS**

No merchandising, exchange, or bartering of any sort is conducted within Prahran Square.

### **7.20 SIGNAGE**

No permanent signage is to be erected. Removable "banner" and "A-Frame" signage is permitted to be displayed during allocated use only.

### **7.21 SUBLETTING**

The premises cannot be sub-let or any tenancy transferred or assigned without the written consent of the Council.

### **7.22 STORAGE**

Council will endeavour to provide reasonable storage facilities for the Hirer where possible. However, no Hirer will be guaranteed exclusive access to storage, nor does Council warrant that the storage provided will meet the needs of the Hirer.

Events or activity requiring additional and excessive storage areas for large equipment will be the responsibility of the hirer.

### 7.23 PURPOSE OF/ LIMITATIONS ON USE

The use authorised by these conditions does not create any tenancy or property rights and is not exclusive. Authorised use of the reserve is limited to conducting an event or function as indicated on the application approval.

Council does not warrant that the reserve is suitable for any particular purpose and the Hirer shall make their own judgement as to suitability prior to using the reserve.

### 7.24 WITHDRAWAL OF THE FACILITY

The City of Stonnington's Director Community and Wellbeing holds the authority to withdraw use of the reserve for the following reasons:

- (a) In the event of an emergency situation arising, including the temporary shut-down of services (i.e., water, electricity supply) for emergency maintenance;
- (b) The reserve is required to undertake major capital works and/or essential maintenance;
- (c) Council becomes aware that the program and/or activity proposed to be held or provided by the Hirer is/are objectionable, dangerous, offensive, infringes any copyright or intellectual property rights, is prohibited by laws, or would be detrimental to the community;
- (d) The Hirer has not provided any and/or all ancillary documentation required as a result of the Hire Request;
- (e) The Hire Fees and/or Bond have not been paid; and
- (f) Breach of the conditions of use.

## 8. PUBLIC LIABILITY INSURANCE

Organisations shall at all times during the period of this agreement be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") in respect of the activities specified herein in the name of the Organisation, providing coverage for a minimum sum of twenty million dollars (\$20,000,000). The Public Liability Policy must be affected with an insurer approved by the Council.

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by Council and shall extend to cover Council in respect to claims for personal injury or property damage arising out of the negligence of the Organisation.

## 9. INDEMNIFICATION OF COUNCIL

The Hirer agrees to indemnify and keep indemnified, and to hold harmless Council, 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 arising from the Hirers' performance or purported performance or its obligations under this agreement and may be directly related to the negligent acts, errors or omission of the Hirer. The Hirers' liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of Council, its servants or agents, contributed to the loss in liability.

## 10. TERMINATION OF USE

Upon cessation or termination of authorisation under the terms of these conditions, the Organisation shall remove all property of the Organisation, return all keys, settle all outstanding claims by Council for fees or reimbursements for damage or otherwise and cease to use the facility.