



Ageing and Inclusion

Neighbourhood and Senior Citizens Centres Conditions of Use

Jean McKendry Neighbourhood Centre
Kensington Neighbourhood Centre
South Yarra Senior Citizens Centre

Document Owner	Centre Coordinator
Issue Date	March 2024
Next Review Date	September 2025

Contents

1.	Permitted use of Centre or room(s)	4
2.	Scope	4
3.	Access and security	5
	Access	5
	Parking	5
4.	Occupational health and safety	5
	Incident reporting	5
	Building and equipment maintenance issues	5
	Food safety	6
5.	Emergency procedures	6
	Emergencies and Evacuations	6
	First Aid	6
	Ambulance service call-outs	6
	Defibrillators	6
6.	General conditions	6
	User booking cancellation and non-attendance	6
	Code of Conduct	7
	Centre or room(s) capacity	7
	Shared spaces	7
	Room set-up and cleaning	7
	Jean McKendry Neighborhood Centre terrace and Kensington Neighbourhood Centre Garden Access and Use	8
	Kitchen and Kitchenette access, use and equipment	8
	Storage	8
	Wi-Fi and public computers	9
	Audio visual equipment	9
	Vacating	9
	Sub-letting	9
	No transfer	9
	Definition of Guests	9
	Guidance for Users who are approached directly by a business or service	10
	Noise	10

Smoking and vaping	10
Animals	10
Gambling.....	10
Theft.....	10
Mail	10
Telephones	10
Fixtures and fittings	11
Publicity and display of materials.....	11
Utilities	11
7. Child safety.....	11
8. Insurance.....	11
9. Release and indemnity	12
Release.....	12
Indemnity.....	12
10. Warranty.....	12
11. Permits and statutory obligations	12
Liquor	12
12. Corrective action.....	12
13. Changes to these Conditions of Use.....	13
14. Cancellation of use	13
15. Complaint resolution procedure	13

1. Permitted use of Centre or room(s)

The Centres or room(s) are permitted for use by not for profit community organisations and groups providing opportunities for older people to participate in a diverse range of social, cultural, economic, educational, life-long learning, recreational and community activities, in line with City of Melbourne's strategic plan, [Melbourne: A Great Place to Age 2020-2024](#).

The Centre or room(s) must not be used for commercial or private functions and events.

The User must only use the Centre or room(s) for the purpose set out in the application and in accordance with the Conditions of Use.

The User must ensure that all guests of the User strictly comply with these Conditions of Use and all applicable policies and laws.

2. Scope

These Conditions of Use apply to the following Centres and rooms:

Jean McKendry Neighbourhood Centre, 91-111 Melrose Street, North Melbourne

- Main hall
- Main kitchen
- Meeting Room 1
- Meeting Room 2
- Meeting Room 3
- Craft/ sewing room
- Kitchenette 1 (shared)
- Kitchenette 2 (shared)
- Outdoor garden (shared)

Kensington Neighbourhood Centre, 18 Anthony Street, Kensington

- Main hall
- Kitchen
- Small hall with kitchenette
- Sensory garden with outdoor BBQ (shared)

South Yarra Senior Citizens Centre, 65 Toorak Road West, South Yarra

- Main hall with kitchen

3. Access and security

Access

The User must not access the Centre or room(s) outside of the agreed booking times including for set-up and pack-up unless approved by Centre staff.

Parking

No parking will be provided by City of Melbourne to the User. Parking in the private car parks, driveways and land at the Centres is to be exclusively used for deliveries, pick-ups and contractors, not for parking by Users unless approved by Centre staff.

Entrances to buildings must not be blocked by personal vehicles, to ensure safe access for emergency vehicles and people with walking or mobility aids.

4. Occupational health and safety

Users must take reasonable care to ensure their own health and safety as well as the health and safety of others in the Centre.

At a minimum Users must:

- Not attend the Centres if unwell to prevent the spread of illness and disease.
- Report all incidents including near misses/hazards, injuries, damage, accidents and other unsafe situations to Centre staff as soon as possible.
- Keep all emergency exit doorways and passageways clear and unobstructed at all times.
- Immediately wipe up spills and pick up all objects that should not be on the floor. If clean-up or removal cannot be done immediately, the area must be appropriately closed off and Centre staff notified.
- In the event of a bodily fluid spill, immediate action should be taken to ensure it is thoroughly cleaned and made safe. Users should notify Centre staff immediately.
- Report any defective equipment to Centre staff immediately.
- Obey any warning signs and tags and never remove or disable any safety device.
- Do not leave entrances and external doors open.

Incident reporting

Users must notify Centre staff of all incidents including but not limited to any injury, food poisoning, near miss, allegation of theft or criminal activity, security risk, child safety incident, complaint or anything likely to cause controversy and any damage to the room or equipment.

Building and equipment maintenance issues

Users should notify Centre staff immediately if they become aware of a building or equipment maintenance issue.

Food safety

Where required, Users must comply with the Food Act 1984.

Anyone responsible for preparing meals and doing all associated tasks of cooking, reheating, portioning, cleaning and serving, is encouraged to have a Safe Food Handling Certificate.

5. Emergency procedures

Users must adhere to all emergency procedures.

At least two nominated representatives from the organisation or group must attend an onsite induction outlining City of Melbourne's emergency and evacuation procedures prior to the proposed commencement of use. The nominated representative(s) who attend the site induction must be present at all times at each booking and be in charge of complying with emergency procedures.

Emergencies and Evacuations

Users must comply with all Centre staff directions in an emergency situation. If a User becomes aware of an emergency they should immediately alert Centre staff.

From time to time Centre staff will conduct emergency evacuation drills at the Centres. It is a condition that Users take part in emergency evacuation drills as instructed by Centre staff.

First Aid

Centre staff are trained First Aid Officers. In the event of a First Aid incident please alert the onsite Centre staff.

Ambulance service call-outs

In the event of injury or illness, as deemed for your safety, City of Melbourne may arrange medical treatment including calling an ambulance. The User is liable for all costs associated with ambulance call-outs.

Defibrillators

Defibrillator units are provided at all Centres. This equipment is for emergency use only and to be used in accordance with their instructions.

6. General conditions

User booking cancellation and non-attendance

Users have the option to cancel or modify their booking by informing Centre staff.

Users should notify Centre staff as soon as reasonably practicable if they intend to cancel a booking or for any reason they are unable to attend a booking.

Failure to provide prior notification of a cancellation on three occasions within a 12-month period may result in the City of Melbourne modifying, suspending, or terminating the User's hire agreement.

Code of Conduct

It is a condition of entry that all Users comply with the Code of Conduct:

- Be polite, friendly, kind and respect others' ability levels.
- Treat all Users and staff with courtesy and respect at all times.
- Behave in an orderly, responsible, safe and lawful manner at all times.
- Not engage in behaviours that may make another user or staff member feel uncomfortable and unsafe.
- Not bully, be aggressive, discriminatory or racist.
- Not spit, use obscene or insulting language or behave in a disorderly, unsafe or unlawful manner.

Centre staff have the right to ask any person to leave the Centre if they do not comply with the above Code of Conduct.

Centre or room(s) capacity

Occupancy numbers must not exceed the capacity or density limits that apply for the Centre or room(s) at the time of the booking.

Shared spaces

Users may be required to share spaces with other User groups.

Room set-up and cleaning

Users must not change the arrangement of chairs and tables in the Centres. Please liaise with Centre staff to request changes to room set-up.

The User must keep the Centre or room(s) clean and tidy at all times. Users are required to:

- Wipe down all table tops and benches at the conclusion of every booking.
- Clean and turn off all used kitchen equipment including ovens, stove tops, dishwashers and microwaves.
- Remove food scraps, crumbs or items off all floors and surfaces.
- Remove all food and drink items from shared fridges. Anything left in fridges will be disposed of.
- Return all equipment and belongings to correct storage area(s).

If the Centre or room(s) is not left in a clean and tidy state, City of Melbourne may charge the User for the cost of cleaning.

Jean McKendry Neighborhood Centre terrace and Kensington Neighbourhood Centre Garden Access and Use

The terrace at Jean McKendry Neighbourhood Centre and garden at Kensington Neighbourhood Centre are shared spaces. No single group or person has exclusive rights of access to these spaces or any parts of them.

All plants in the terrace and garden belong to City of Melbourne (even if planted by a third party) and must not be removed unless done so as part of a gardening program established by City of Melbourne.

Users must request permission from Centre staff to use the outdoor BBQs. The BBQs must be cleaned and the areas kept free from rubbish after use.

Kitchen and Kitchenette access, use and equipment

Kitchens are not available without a booking. Users wishing to access kitchens must include this in their application.

- Users may only access the kitchen area(s) if approved at the time of application.
- Kitchenettes are shared spaces and are available for use by all Users.
- Use of ovens, stove tops and dishwasher are only available to Users that have received instructions on their use.
- The kitchen must be left in a clean and tidy condition with all equipment returned to its original position and turned off.
- If the kitchen is not left in a clean and tidy condition, City of Melbourne can have it professionally cleaned and the User may be liable for the cost.
- Kitchen crockery and cutlery is available for use. All shared crockery and cutlery must be washed in hot soapy water, dried and put away on the conclusion of the booking.

Storage

Storage is limited to equipment required for activities in your hire agreement and not automatically provided or available at every Centre.

No User will be guaranteed exclusive access to storage nor does City of Melbourne warrant that the storage provided will meet the needs of the User.

Users may only access the storage area designated to them and must agree to take part in regular storage audits conducted by Centre staff.

Users who have storage under the terms of their hire agreement must:

- Keep storage areas clean, neat and orderly
- Not store items on top of cupboards
- Store heavier items down low

- Ensure items are stored on a firm and level base
- Ensure safe manual handling procedures are in place. Do not climb on chairs, tables or other furnishings in order to reach any stored items
- Safely store sharp and pointed objects to prevent other Users from coming in contact with them
- Do not store flammable, dangerous or hazardous materials and chemicals
- Return all items to the designated storage area(s) on conclusion of each booking.

Wi-Fi and public computers

Wi-Fi is available at all Centres and computers are available for use. Users must comply with the *Public Internet and Computer Use Policy* which will be provided on approval of the application.

Audio visual equipment

Users wishing to access the AV equipment must include this in their application. On approval, Users will receive induction on how to safely and correctly use the AV equipment. Centre staff will be available to support Users to use the AV equipment.

Vacating

The Centres must be vacated at the agreed end time of each booking. Users must:

- Check all personal and group belongings are removed or stored in the designated areas. If items are left in the Centre or not put away correctly, City of Melbourne may charge the User for the cost of removal, or items may be disposed of by City of Melbourne.
- Ensure that all patrons adhere to good neighbour principles and that they leave the Centre in a quiet and orderly manner and to respect the local amenity of the area.

Sub-letting

No portion of the Centres may be sub-let or hired to third parties.

No transfer

The booking cannot be transferred in part or in whole or assigned.

Definition of Guests

A Guest is an individual or organisational representative that is invited to a Centre by the User to support group activities, provide information that is of interest to the group or run an activity for group members. This will be an arrangement between the User and the Guest.

The User must ensure that all guests of the User strictly comply with these Conditions of Use and all applicable policies and laws.

Centre Users are encouraged to consult with Centre staff if they are unclear if their 'Guest' complies with the Conditions of Use.

Guidance for Users who are approached directly by a business or service

City of Melbourne does not endorse and is not affiliated with any business or service provider that may contact Users directly to provide goods or services.

Centre staff will contact Users directly with opportunities to participate in workshops, community education, programs or events endorsed, organised or facilitated by City of Melbourne.

Users are encouraged to conduct their own due diligence on 'Guests'. This includes checking websites, resumes and referees.

Noise

Any noise, voice or music must be reasonable and lawful and not cause a nuisance. This is to ensure other Users and local residents are not affected by excessive noise. Any direction made by Centre staff to reduce or stop making noise must be immediately followed.

Smoking and vaping

The Centres are "smoke free". No smoking or vaping is allowed at the Centres including the outdoor areas and car parks. Smoking is also banned within four meters of all entrances to all Centres.

Animals

No animals are permitted in the Centre, with the exception of registered assistance dogs for the visually impaired and/or any other legislatively recognised assistance and/or specialist companion animal or where prior permission has been obtained.

Gambling

No game of chance, at which money is passed as a wager 'for keeps', either directly or indirectly, is permitted in the Centres

Theft

Users are solely responsible for the security of their personal property. City of Melbourne recommends Users do not store personal, valuable, or sentimental items at the Centres.

City of Melbourne is not responsible for any theft from Users of the Centres. Please report any thefts to the police and notify Centre staff.

Mail

City of Melbourne recommends Users do not have mail directed to the Centre. In addition, it is recommended Users do not store mail, important documents or paperwork at the Centres as access to the Centre by the User cannot be guaranteed at all times.

Telephones

Telephones are available at the Centres for local calls only. It is strongly recommended that Users have access to a mobile phone in case of an emergency.

Fixtures and fittings

The floors, walls, furniture, fittings or any other part of the Centres must not be broken, pierced or damaged by nails, screws or other objects in any way.

No appliance, fitting or fixture must be brought into the Centre without prior approval.

No Centre appliances, fittings or fixtures should be interfered with in any way and the use of adhesives or tape on any surface is prohibited.

Publicity and display of materials

No decorations, posters, advertisements, shields, flags or emblems of any kind may be erected, fixed or displayed without the prior consent from Centre staff.

City of Melbourne does not endorse any views or events conducted or displayed by the Users.

Notice boards are provided for display of community information only. City of Melbourne reserves the right to remove any item from noticeboards.

Utilities

All utilities will be paid by City of Melbourne so long as the use of such utilities is reasonable and related to the use of the Centres.

7. Child safety

The City of Melbourne is committed to being a child safe organisation and has zero tolerance for child abuse. City of Melbourne complies with the Victorian Child Safe Standards and the Reportable Conduct Scheme and recognises its legal and moral responsibilities in keeping children safe from harm and promoting their best interests.

City of Melbourne expects all Users to observe child safe principles and expectations for appropriate behaviour towards and in the company of children and young people. The City of Melbourne expects all Users to comply with these requirements.

Further Child Safe information:

Department: <https://www.dhhs.vic.gov.au/publications/child-safe-standards>

Commission for Children and Young People: <https://ccyp.vic.gov.au>

8. Insurance

Users must be the holder of, or be covered under a current public liability insurance policy, underwritten by an insurer authorised to conduct insurance business in Australia for an amount not

less than \$20 million. A copy of a “certificate of currency” must be provided on request to the relevant City of Melbourne officer at the time of application.

Uninsured “non-profit” community groups may qualify to be covered under City of Melbourne’s open community liability insurance policy provided they fulfill City of Melbourne’s insurer’s requirements. Coverage under this policy is not guaranteed, a City of Melbourne officer will be able to provide you with further information regarding eligibility concerning City of Melbourne’s open liability insurance cover.

Regular Users are obliged to provide a new certificate of currency once they expire, usually annually.

9. Release and indemnity

Release

City of Melbourne is not liable for any loss, damage, death or injury suffered or sustained by the User or any guest of the User in connection with the use of the Centre or room(s) and the User releases City of Melbourne from all liability for any such loss, damage, death or injury.

Indemnity

The User indemnifies and holds harmless City of Melbourne and its employees, agents and guests against all claims resulting from any loss, damage, death or injury suffered or sustained in connection with the use of the Centre or room(s).

10. Warranty

The User acknowledges and agrees that the Centre, including all fixtures, fittings, equipment or items at the Centre are deemed to be in a good and clean condition and working order at the commencement of the hire period.

City of Melbourne gives no warranty to the User that the Centre will be suitable for the purpose for which the Centre is hired and City of Melbourne will not be liable to the User for any loss suffered by the User as a consequence of the Centre not being adequate for the User’s purposes.

11. Permits and statutory obligations

Copies of relevant permits and licences are to be provided to City of Melbourne prior to the booking and on request.

Liquor

Consumption and possession of alcohol by the Users must comply with all requirements of Liquor Licensing Victoria. No sale of alcohol is permitted in the Centre or room(s).

12. Corrective action

Failure to comply with these Conditions of Use, whether by an individual or group, may result in the following corrective action being taken without notice;

- A warning being issued; having to leave the relevant Centre as requested or instructed by Centre staff.
- A ban being imposed on a temporary or permanent basis, whereby access to the Centre, services and facilities by an individual or group is restricted, suspended or cancelled.
- Other enforcement or disciplinary action being taken under other policies or laws and referral to third parties as required such as City of Melbourne security or Victoria Police.

13. Changes to these Conditions of Use

These Conditions of Use may be amended by City of Melbourne at any time and such amended Conditions of Use once notified must be complied with. All Users must also comply with any reasonable direction given by City of Melbourne.

14. Cancellation of use

City of Melbourne reserves the right to cancel, suspend or change the User's booking at any time at its absolute discretion without recourse by the User including but not limited to the following events:

- emergencies or if an emergency warning is issued
- building maintenance and works
- extreme weather events such as extreme heat or flooding
- public health emergencies and restrictions
- public safety involving an unacceptable risk of personal injury or damage to the Facility
- use of Centres for elections, government agency, City of Melbourne events or functions
- breach of these Conditions of Use.

15. Complaint resolution procedure

If an issue between Users or between Users and City of Melbourne arises, the issue can be raised with Centre staff who will provide assistance to seek to resolve the issue.

If an issue cannot be resolved to the satisfaction of the Users, Users can lodge a formal complaint by visiting www.melbourne.vic.gov.au or contact City of Melbourne on 9658 9658.