Community Centre Application

Local Government Act 2019
City of Darwin By Laws 2023

Permit No:

Applicant Details

Organisation or Hirer's Name:	
Contact Person (for enquiries regarding application):	☐Mr ☐Mrs ☐Ms ☐Miss ☐Other
Postal Address:	
Residential Address:	
Contact Number:	Phone: Mobile:
Email:	

Booking Details

Community Centre Required:	☐Lyons ☐Malak (Large Hall) ☐Malak (Small Hall) ☐Nightcliff (Boab) ☐Nightcliff (Pandanus)
Booking Date/s Required:	
Requesting a permanent ongoing booking?	☐Yes ☐No Starting Date: Finishing Date: If yes, which days of the week are required: ☐Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ Sat ☐ Sun
Dates to be excluded from ongoing booking:	
Time Required (times must include set up, pack up, and venue cleaning, ready for the next hirer):	From: To:
Type of activity/event:	☐Commercial ☐Community ☐Private
Details of activity/event:	
How many attendees:	
Are you introducing alcohol? (applies to **Malak Community Centre** only)	☐No ☐Selling ☐Consuming (BYO)
Additional items/equipment proposed to be brought into facility by the hirer e.g. PA / speakers (note: music equipment for regular bookings is not permitted, however may be permitted for one-off bookings)	☐No ☐ Yes (please provide details below):

Lodgement Details – All applications require a minimum 5 business days notice

Post: Customer Service
City of Darwin
GPO Box 84
DARWIN NT 0801

Hand Delivery: Customer Service
Civic Centre
17 Harry Chan Avenue
DARWIN NT 0800

Fax: (08) 8930 0311

Email: darwin@darwin.nt.gov.au

Community Centre Conditions of Use

General Conditions

1. City of Darwin has Community Centres available for hire at Lyons, Malak and Nightcliff. The facilities are available for hire in accordance with City of Darwin's current Fees and Charges, which are reviewed annually as part of Council's budget process.
2. Community Centres are available for hire daily between 6:00 am and 12:00 midnight. The Hirer must ensure the booking period includes sufficient time for setting up before the activity and cleaning and packing up after the activity.
3. All functions and activities must cease by 12:00 midnight and must not continue in the car park or surrounding areas. The Community Centre must be cleaned and the entire facility vacated no later than 1:00 am.
4. The person making the booking must be 18 years of age or older and accepts responsibility for the booking, use and security of the facility for the duration of the hire period.

Cleaning and Use of the Facility

5. The Hirer must leave the Community Centre in a clean and tidy condition. The Hirer is responsible for providing their own cleaning supplies, including items such as detergent, dish cloths and surface cleaning products.
6. The Hirer must ensure that:
   - the kitchen, toilets, floors and any outside areas used during the booking are left clean and tidy
   - all rubbish generated as a result of the booking is placed in the outside bins provided or removed from the premises
   - no loose rubbish is left inside or outside the facility
   - all furniture, equipment and appliances are returned to their original position
   - no damage or breakage occurs to the facility, furniture, fittings, equipment or appliances
   - children under 15 years of age are under the direct supervision of an adult at all times
   - all lights, fans and air-conditioning are turned off at the end of the booking
   - all windows and doors are closed, locked and secure before leaving the facility
   - the facility is only used during the approved booking
   - all key(s) are returned as required under these Conditions of Use
   - all other Conditions of Use are complied with.

   Where the Hirer fails to meet these requirements, City of Darwin may recover from the Hirer any costs incurred for additional cleaning, repairs, replacement of property or other associated expenses.
7. Any litter generated by the Hirer or their guests within the Community Centre or surrounding areas must be placed in the bins provided or removed from the premises.
8. No items are to be attached to walls, ceilings, doors or other surfaces. This includes the use of sticky tape, hooks, Blu Tack or similar products. No alterations may be made to the facility without prior written approval from City of Darwin.
9. Balloons are not permitted within the Community Centres. The Hirer will be responsible for any costs incurred by City of Darwin for the removal of balloons or for damage caused to ceiling fans, fixtures or other property.
10. Where possible, Hirers are encouraged to avoid the use of single-use plastics at the facility.

Alcohol, Food and Smoking

11. The consumption of alcohol is prohibited at Lyons and Nightcliff Community Centres. City of Darwin may approve the consumption of alcohol at Malak Community Centre subject to any applicable approvals and conditions.
12. Food must not be sold or supplied where a licence, permit or other approval is required unless the appropriate licence, permit or approval has been obtained.
13. Smoking is not permitted inside Community Centres.
14. Candles and/or incense used as part of a cultural activity or religious ceremony may only be used with prior written approval from City of Darwin.

Bookings, Cancellations and Regular Hire

15. Regular bookings may be approved; however, regular bookings are not available on Friday or Saturday nights due to high demand.
16. All regular bookings will be reviewed annually. City of Darwin reserves the right to vary or revoke approval for a regular booking where required.
17. Where City of Darwin has approved regular use of a facility and the Hirer repeatedly fails to use the facility on the approved dates or times without notifying Customer Service, City of Darwin reserves the right to revoke the booking arrangement.

18. City of Darwin reserves the right to refuse an application or cancel a previously approved booking. Where City of Darwin cancels an approved booking, any applicable hire fees already paid by the Hirer will be refunded.
19. Requests to cancel or transfer a booking must be provided to City of Darwin in writing at least five business days prior to the approved date of hire. Where the required notice is not provided, the applicable hire fees will be forfeited and payment will still be required.
20. Where the Hirer does not use the Community Centre on the approved date and time and City of Darwin considers the facility to have been fit and available for use, a refund will not be provided unless the cancellation requirements have been met.

Payment and Key Collection

21. All applicable fees relating to the booking must be paid in full prior to the collection of Community Centre key(s).
22. Community Centre key(s) must be collected by the Hirer, or a nominated person who is 18 years of age or older, from Customer Service between 8:00 am and 5:00 pm Monday to Friday prior to the approved hire date.
23. When collecting Community Centre key(s), the Hirer or nominated person must provide a copy of the approved permit and proof of payment. Key(s) will not be provided where payment has not been made in full or the required documentation cannot be provided.
24. Community Centre key(s) must be hand delivered to Customer Service as soon as reasonably practical following the hire.

Access and Conduct

25. The Hirer and their guests must only access and use the areas of the Community Centre included in the approved booking, together with any common areas or amenities necessary for the use of the hired area.
26. All music and general noise must be kept to a reasonable level and must not cause unreasonable disturbance to nearby residents, other Hirers or members of the public. Hirers and their guests must also minimise noise when arriving at and leaving the facility, including refraining from sounding vehicle horns unnecessarily.
27. The Hirer must ensure the Community Centre is not used outside the dates and times specified on the approved permit. Additional time must be approved by City of Darwin and may incur additional hire fees.

Safety and Emergency Requirements

28. The Hirer is responsible for taking all reasonable steps to ensure the safety and wellbeing of all persons attending or participating in activities during the hire period.
29. The Hirer is responsible for familiarising themselves with the emergency evacuation plan and emergency procedures for the Community Centre prior to commencing their activity.
30. The Hirer must ensure that all exits, fire exits, fire equipment, doors and emergency access points remain clear and unobstructed at all times.
31. The provision of appropriate first aid equipment is the responsibility of the Hirer. Hirers are encouraged to ensure suitable first aid equipment is readily available throughout the hire period.
32. All incidents, injuries or damage involving City of Darwin premises or property, or any person attending the facility, must be reported to City of Darwin by close of business on the next business day.
33. Operational issues or emergencies relating to the hired facility during business hours should be reported to City of Darwin on 8930 0300. Issues occurring outside normal business hours should be reported to City of Darwin's contracted After Hours service on 8930 0900.
    Where City of Darwin's contracted security provider is required to attend a Community Centre as a result of the Hirer's use of the facility, City of Darwin may recover the associated call-out costs from the Hirer.

Insurance and Liability

34. During the period of hire and where required by City of Darwin, the Hirer must maintain public liability insurance for an amount of not less than $20 million, noting City of Darwin's interest. Exceptions may apply at the discretion of City of Darwin.
35. The Hirer is responsible for any loss, damage, injury or other liability arising from or in connection with their use of the Community Centre to the extent that the loss, damage, injury or liability is caused or contributed to by the Hirer, their employees, contractors, guests or activities.
    Where required by City of Darwin, the Hirer must indemnify City of Darwin against claims, losses, damages, costs or expenses arising from the Hirer's use of the facility, subject to applicable law.
36. The Hirer is solely responsible for any personal property or other items brought into or left within the Community Centre, including items stored in cupboards or storage cages. City of Darwin accepts no responsibility for loss, theft, damage or deterioration of such items, including damage caused by fire, flood, water leakage or overflow, mildew, heat, pests or vermin, except to the extent that liability cannot lawfully be excluded.

Security and CCTV

37. City of Darwin operates CCTV within Community Centres for the safety and security of Hirers, visitors and Council assets. CCTV footage may be used to investigate incidents, accidents, suspected criminal activity or breaches of these Conditions of Use, in accordance with applicable City of Darwin policies and legal requirements.

Compliance

38. The Hirer must comply with these Conditions of Use, the approved permit and any additional conditions imposed by City of Darwin in relation to the booking.
39. Failure to comply with these Conditions of Use may result in additional costs being recovered from the Hirer, cancellation of the booking and/or the Hirer being refused future use of City of Darwin Community Centres.

Code of Conduct

Purpose

The Code of Conduct is the behaviour that anyone using our Community Centres is expected to demonstrate while at any of City of Darwin's Community Centres.

Statement

Community Centres are places for the community to come together to share, enjoy and participate in events, programs, activities, meetings and social gatherings. Community Centres strive to be safe, secure and inclusive environments where all members of our diverse community feel a sense of belonging. The Code of Conduct outlines the principles of good conduct and standards of behaviour that help to achieve this.

Expected Standards of Behaviour

- Respect the rights, dignity and worth of everyone, regardless of their gender, age, sexuality, race, religion, ability, culture or vulnerability
- Be fair, honest and considerate
- Provide an environment that is respectful and tolerant of diverse beliefs and views
- Provide an environment free of harassment, bullying and abusive language or behaviour
- Provide children with positive guidance and encourage appropriate behaviour
- Take all reasonable steps to protect children from harm
- Report (suspected) breaches of the Code of Conduct or Conditions of Use to Council.

Unacceptable Behaviour

- Aggressive and abusive behaviour
- Behaviour that is inconsiderate or offensive to others
- Communicating inappropriately (i.e. screaming, swearing, intimidation, use of words of a derogatory nature) that causes offense or disturbance to others, including conducting and receiving mobile telephone calls
- Displaying material that is offensive to others
- Actions or behaviours that harm or create the risk of harm, such as intimidation and harassment
- Engaging in any other behaviour which could offend, embarrass or threaten others
- Damaging, stealing, modifying or misusing the Community Centre
- Trespassing, including unauthorised entry outside of booked hours.

Breaches of the Code of Conduct/Disciplinary Action

Any breaches of the Code of Conduct may result in being asked to leave the Community Centre, and failure to comply with any directions may result in Police involvement. This may result in cancellation of all future bookings and/or use of the Community Centres.

Declaration

I confirm that the booking details including venue, date(s) and time(s) required, as set out above, are correct and include the time required for setting up the venue and cleaning prior to departure.

I acknowledge that if City of Darwin approves this application, I will be required to comply with the Conditions of Use.

I have read and understood the above Conditions of Use and Code of Conduct and I will abide by them. I abide by

and comply with any special conditions, which City of Darwin may impose.

Full Name:		
Signature:		Date:

Approving Officer:		
Officer Signature:		Date:

Additional conditions

Office Use Only – Invoice Request

Description:	Budget Number:	GST Code:	$ Amount:	Total Invoice Amount:
Malak Community Centre	W900281.8010.601	21		
Lyons Community Centre	W900280.8010.601	21		
Nightcliff Community Centre	W900282.8010.601	21		

☐ Add to Monthly Schedule

Community Centre Cleaning Checklist

Welcome to City of Darwin Community Centre.

Please note that the start time of your booking indicated on this permit is the earliest you are permitted to enter the Community Centre to commence any set up for your activity. Set up, pack down and cleaning should all be undertaken within your allocated booking time.

Things you'll need to provide:

- Cleaning cloths, sink plugs, garbage bags, cleaning liquids, bench cleaner and detergents
- Cutlery and crockery

Please complete the checklist before you vacate the Community Centre:

- ☐ Sweep and mop floors.
- ☐ Wipe down all bench tops
- ☐ Wipe down the stove top, wipe out the microwave and fridge (if used during your booking)
- ☐ Remove all items from the fridge and any other personal items
- ☐ Empty all rubbish bins and dispose of the rubbish in the bins provided at the Community Centre
- ☐ Replace bin bags
- ☐ Wipe down tables and chairs (if used during your booking)
- ☐ Safely stack and return all tables and chairs to the storage room, ensuring access to cages is maintained
- ☐ Remove all decorations and any materials used to secure the decorations
- ☐ Ensure that the outside area is free of litter
- ☐ Flush all toilets
- ☐ Close and lock all windows
- ☐ Turn off the lights, fans and air conditioners
- ☐ Lock all external doors to the Community Centre and toilets

If the Community Centre is found dirty following your function, or if any damage is found, you will be invoiced for the costs incurred.

If you find something that is broken, out of place or has not been cleaned, please take photos and email them to darwin@darwin.nt.gov.au or call **8930 0300** (between 8:00 am and 5:00 pm Monday to Friday) so that we can follow up and resolve the issue.

Emergencies that occur outside of normal office hours should be directed to City of Darwin's contracted after hours number on 8930 0900. In the event that City of Darwin's contracted security firm is called out to a Community Centre when the facility has been hired, City of Darwin will recover the costs incurred from the Hirer.

With your assistance, we can keep the Community Centres in top condition for everyone.

Thank you for your cooperation. We hope your function is a success.

Privacy Statement

City of Darwin collects personal information for the purpose of administering your request and carrying out Council's functions. The Local Government Act 2019 authorises City of Darwin to collect this information.

Your personal information will only be used for the purposes for which it was collected and will be handled in accordance with the Information Act 2002 (NT) and City of Darwin's Privacy Policy and Privacy Statement. Where permitted or required by law, City of Darwin may disclose your information to a third party.

You may request access to the personal information City of Darwin holds about you. If you choose not to provide the information requested, City of Darwin may be unable to process or complete your request.

Council's Privacy Statement is available from City of Darwin, Harry Chan Avenue, Darwin, or on the City of Darwin website.