

## Venue Hire – Terms and Conditions of Hire

### Terms and Conditions of Hire

Consistent with its vision, mission and values, Communities@Work manages facilities for the Community Services Directorate to provide access to spaces for the meetings, activities and events for the broader community. This Agreement and associated conditions are applicable to all premises made available for hire.

Applications for hire of Community Centre facilities are to be made in writing on the form provided for that purpose. The application form must be signed by the person making the booking who is required to be at least 18 years of age – proof of age will be required.

Related documents include *Application for Room Hire* and *Credit Card Bond Authorisation Form*.

#### 1. General Hirer Obligations

- 1.1 Organisations, groups or individuals who hire rooms do so for the stated purpose only. That purpose must be lawful and conducted in a manner that does not disrupt or inconvenience other room users or the surrounding commercial / residential areas.
- 1.2 Communities@Work does not hire facilities for any functions it determines to be high risk. This includes 16th, 18th, 21st and 25th birthday parties, school formals and after parties.
- 1.3 During the hire period the Hirer is responsible for the care, maintenance and safety of the facility and is liable for any damages or loss or replacement.
- 1.4 At the conclusion of the hire period the facility will be inspected for any damage, including marks or stains on carpet/floors, damaged paintwork, damaged equipment, misuse or vandalism of property. If in the reasonable opinion of Communities@Work there is any damage to the facility during the hire period (excluding fair wear and tear), Communities@Work may without prejudice to any other rights it has under this Agreement, deduct from the security bond the amount which is the cost of rectifying or offsetting any other costs or charges incurred through such damage. If the extent of damage exceeds the value of the security bond, an invoice for the balance will be raised and issued to the Hirer.
- 1.5 The Hirer must ensure room capacity limits are not exceeded under any circumstances. Capacity limits for each room are advised on the Expression of Interest for Hire form.
- 1.6 The Hirer is responsible for the conduct of all attendees and children are to be adequately supervised at all times. The costs incurred for any damage caused by any person in attendance during the hire period will be the responsibility of the Hirer.

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- 1.7 The Hirer must not inscribe, paint, affix to or exhibit in or on the facility any sign, advertisement or notice without prior consent.
- 1.8 Special conditions such as particular security measures may be imposed for specific events.
- 1.9 Advertising for private functions on any social media platform is not permitted.

### 2 Bookings

- 2.1 A tentative booking will not be considered confirmed until the Hire Agreement has been signed and executed. Tentative bookings must be confirmed within 14 days of being placed. Any bookings remaining unconfirmed after 14 days will be cancelled without further notice.

### 3 Fees and Charges

- 3.1 Hire fees are those which apply during the hire period as per the Schedule of Fees and Charges and may differ from those quoted at the time of booking.
- 3.2 Hire rates for Not for Profit (**NFP**) organisations and Public Benevolent Institutions (**PBI**) are less than those charged for commercial or private use of the facilities. Community groups seeking reduced fees for hire are required to provide documentation that demonstrates not for profit status.
- 3.3 Hire fees apply from the time access to the facility is required up until the venue is secured at the conclusion of the hire period. **Please note all booking times include set up, pack down and cleaning after the event therefore any additional time spent in the venue outside the specified hire period will incur additional costs.**
- 3.4 Casual hirers must pay the full hire fees no less than 30 days prior to commencement of the hire period. If full hire fees have not been received within the timeframe specified, Communities@Work reserves the right to cancel the booking accordingly.
- 3.5 Regular hirers will be invoiced at the end of each month and payment is due within 14 days from the date of invoice. Any outstanding debts will attract an administration fee and may be subject to debt collection procedures.

### 4 Security Bond

- 4.1 Communities@Work requires a security bond deposit for all bookings. The Hirer must complete and submit a Credit Card Bond Authorisation form in the amount of \$400 at the time the Hire Agreement is executed. The authorised credit card will only be charged if there is a need for a bond deduction resulting from any of the conditions expressly stated in the Hire Agreement.

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4.2 Where use of a Credit Card Bond Authorisation is not possible, a cash bond will be required. On the provision that all terms and conditions have been met without penalty, within five days from the conclusion of the hire period the cash bond will be refunded in full.

### 5 Cancellation of Bookings

5.1 If a casual hirer gives written notice of intention to cancel a confirmed booking the following conditions will apply:

- If notice is received more than three months prior to commencement of the hire period a \$10 administration fee will be levied;
- If notice is received between one and three months prior to the commencement of the hire period a charge of 25% of the full hire fee will be levied;
- If notice is received less than one month prior to the commencement of the hire period 100% of the full hire fee will be levied.

5.2 Regular hirers are required to give a minimum of one month notice of intention to cancel a booking. In the event of cancellation less than one month prior to the hire period, 100% of the booking fee will be charged.

5.3 Communities@Work reserves the right to refuse or cancel any booking that is deemed to be unsuitable for the premises, or where false or misleading information has been given or as a consequence of unacceptable behavior. Communities@Work will not be held liable for any costs incurred by the Hirer as a result of cancellation of any booking.

### 6 Public Liability

6.1 The Hirer shall indemnify, and keep indemnified, Communities@Work against all actions, suits, claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of or in connection with the use of the rooms including legal costs of any such actions, suits, claims and demands to the extent that such actions, suits, claims or demands have been caused or contributed to by the Hirer.

6.2 The Hirer must at its own expense hold and maintain at all relevant times a Public Liability Policy insurance cover with a minimum limit of \$10,000,000 (ten million) for any one claim. **A copy of the Certificate of Currency for this policy must be provided to Communities@Work prior to commencement of the hire period.**

6.3 Any person or group of persons who hire a facility for a one off function will be covered by Communities@Work's Public Liability Policy. This will incur an additional fee of \$100 which is applied to the total cost of hire as specified in the Hire Agreement. This condition applies to hire for non-commercial or non-profit making purposes only and excludes any sporting body, club, association of any kind, religious organisation, corporation or incorporated body.

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However, if an insurance claim is made the casual hirer will be required to pay the policy excess in the amount of \$500.

### 7 Venue Induction

- 7.1 On the last Friday prior to commencement of the hire period the Hirer must meet with a Communities@Work representative to undertake a full induction to the venue including emergency evacuation procedures, use of the security system other Hirer responsibilities.
- 7.2 At the venue induction the Hirer will be issued with a key to the facility and a unique alarm code. Any key and security code issued to a Hirer must not be given to a third party without the express written authorisation of a Communities@Work representative. **Please note it is not possible to attend venue induction or to collect keys after hours.**
- 7.3 In the event that a key is lost or damaged, the Hirer will be charged for a replacement key at full cost recovery.
- 7.4 Keys must be returned to the office from which they were collected on the first working day following the conclusion of the hire period.

### 8 Facilities and Cleaning

- 8.1 The Hirer acknowledges the facilities and grounds are used by other individuals and groups and all cleaning after use is the responsibility of the Hirer. If in the reasonable opinion of Communities@Work any additional cleaning is required, further charges will apply and be deducted from the security bond.
- 8.2 The Hirer is responsible for the removal of all rubbish (both inside and outside) which is to be placed in the waste hoppers provided by Communities@Work. If no hoppers are available for use the rubbish must be taken away from the premises by the Hirer. Failure to do so will result in a fine being imposed on the Hirer.
- 8.3 Preparation of food and beverages must be confined to kitchen areas only.
- 8.4 If kitchen facilities have been utilised during the hire period, the oven and fridge are to be cleaned and all food stuffs removed at the conclusion of the hire period.
- 8.5 The Hirer is responsible for set up and pack down of any furniture as required. If the standard furniture set up of rooms is changed during the hire period it must be returned to standard formation prior to the conclusion of the hire period.
- 8.6 The decoration of rooms is permitted on the condition that no damages or marks occur to any part of the building as a result of such decorations. Please note sticky tape, blue tak, thumbtacks, glitter or party poppers are not to be used.

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8.7 All decorations must be removed from the facility at the conclusion of the hire period. Failure to do so will result in additional charges being deducted from the security bond.

### 9 Security and Safety

9.1 Hirers are responsible for the security of the facility and surrounding grounds. Doors and windows must be locked and the building alarm system activated as per instructions provided at the venue induction.

9.2 Hirers are responsible for the behavior and safety of guests attending the facility. A fee will be charged and deducted from the security bond for any activity in or around the venue that results in the attendance of police.

9.3 The venue must be vacated and secured by the time stated in the Hire Agreement. Failure to do so will result in a call to security to attend the premises. Any call out by the security company will attract a fee of up to \$500.

9.4 The use of naked flames, fireworks or smoke effects are not permitted in the facilities or surrounding grounds at any time.

### 10 Restrictions and Exclusions

10.1 Smoking is not permitted inside any Communities@Work facilities under any circumstances. Failure to remove cigarette butts from any outside area will result in a fine being imposed on the Hirer.

10.2 Alcohol consumption is strictly prohibited within any facilities or the surrounding areas in accordance with venue hire policies.

10.3 No animals shall be admitted inside any facility without prior written consent from Communities@Work. The only exceptions will be trained companion animals displaying markers to identify them as such.

10.4 Noise restrictions are in place due to the residential location of the facilities and noise must not exceed 105db. Excessive noise levels may incur a fine of up to \$1,000 for which the Hirer is liable. The Hirer will also be liable for any costs associated with court proceedings which may be brought as a result of any breach of the Act.

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## 11 Default and Termination

11.1 The Hirer will be deemed to be in default of this Agreement upon the occurrence of any one or more of the following events:

- The Hirer fails to pay the whole or any part of the hire fee for the hire of the facility or for any other charges for the facility or services supplied to the Hirer by Communities@Work.
- The Hirer parts with possession of any part of the facility
- The Hirer is in breach or default of any other term or condition of this Agreement.

**THE HIRER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS HIRE AGREEMENT HE/SHE HAS READ AND FULLY UNDERSTOOD AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Signed for and on behalf of the Hirer

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Telephone (A/H) \_\_\_\_\_

Mobile \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Signed for and on behalf of Communities@Work

Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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