

# Venue Hire Terms and Conditions



## Process to Hire

### 1 Agreement to the Hire Terms and Conditions

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- 1.1 Purpose of hire: Organisations, groups or individuals hiring the Centre, or part thereof, do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt any other users of Centre.
- 1.2 Restrictions: We do not allow parties except for children's birthdays and celebrations.
- 1.3 Times of hire: The period of hire shall commence and conclude at the agreed times with allocated pack-down time for cleaning allowed, as stated on the Hire Application Form.
- 1.4 Vacation of the facility: All hirers must be considerate of the local residents and other users at all times. The premises is to be vacated by 11pm and noise must be kept to a minimum.

### 2 Application for Hire and Confirmation of Booking

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- 2.1 Once the 'Hire Application Form' is received, we will check availability and confirm your booking via email.
- 2.2 Commercial or business operations must provide a certificate of currency (CoC) for Public Liability insurance.

### 3 Hire Costs and Payment Arrangements

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- 3.1 Victoria Park Community Centre will review rates annually (or as is deemed necessary) and provide at least (4) weeks' notice in writing (mail or email) to regular users of any rate changes.
- 3.2 If your organisation is eligible for a reduced rate in line with our community and not for profit rates, you are required to attach a copy of your certificate of incorporation or ATO document with your Hire Application Form.
- 3.3 **Regular Hirers** – hire will be calculated on the hours agreed and you will be provided with an invoice for your hire on a monthly basis.
  - 3.3.1 Payment – we accept internet banking transfers, cash and cheque as payment.
  - 3.3.2 Dishonoured Payments – the hirer will be responsible for any bank charges associated with dishonoured cheques and also incur a \$15 extra processing fee.
  - 3.3.3 Accounts are to be paid within **14 days** of date of invoice. After this time a reminder notice will be sent for immediate payment. Outstanding accounts over 30 days will be forwarded for debt recovery (unless alternative arrangements have been made with the office) and your hire may be cancelled.
- 3.4 **Casual Hirers** – hire is calculated on the hours of hire agreed.
  - 3.4.1 Upon confirmation of booking an invoice will be emailed or posted as appropriate.
  - 3.4.2 Full hire charges must be paid within 30 days from receiving the invoice. If the booking is made and confirmed less than 30 days prior to the hire date, full payment must be made within 2 days (48 hours) of the invoice being sent. If full payment is not received within the specified timeframe your booking may be cancelled and a cancellation fee applied. (see 5. Cancellation of Booking).

### 4 Bond

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- 4.1 The hirer will be required to pay a bond which is held until the conclusion of your booking.
- 4.2 **Casual hirers** – at the conclusion of the hire period, you must fill out a **Facility Checklist** to affirm you have completed the tasks requested. The facility will be inspected for cleanliness and any damage. Any extra cleaning, extra time spent on the premises or repairs required will be deducted from the bond.
- 4.3 **Regular hirers** – a Facility Checklist is to be filled out after every session to affirm the tasks have been satisfactorily carried out. These are located near the office. Regular checks of the facility will be carried out. If

extra cleaning or damage is found the costs will be added to your next invoice for payment. If the facility is found to be left in an unclean or misused state, a reminder letter will be sent. Subsequent offences may result in your hire being cancelled.

- 4.4 **Schedule of additional charges:** In the event of any of the following circumstances the hirer agrees to the BOND being utilised for the associated costs or fee incurred. Additional costs may be sought where there is wilful or malicious damage and prosecution to the full extent of the law may also be sought.

<b>Schedule of Additional Charges</b>	
<b>ITEM</b>	<b>RATE CHARGED OR DEDUCTED FROM BOND</b>
Additional Cleaning	\$45 per hour
Extra time (in addition to hours invoiced)	\$35 per hour
Non-return of swipe key at time specified	\$50
Lost Swipe key-card	\$100
Call out to open door where swipe key-card has been left inside or misplaced	\$50
Air-conditioners and Heaters left on overnight	\$50
Damage such as broken windows, damage to floor by dragging furniture requiring repolishing, blocked toilets or sinks due to sand or other objects, paint damage due to incorrect attachment of decorations including use of coloured blu-tack, and any other similar damage to the building and/or gardens.	\$ as per quotation obtained by the Centre for the repairs or rectification to prior condition.

## 5 Cancellation of Booking

- 5.1 A **seven** (7) day notification of intention to cancel a confirmed hire date is required in writing (mail or email).
- 5.2 A cancellation fee of 25% of the hire charge or \$30 whichever is the greater will be charged for cancellations within the 7 day period of the agreed hire period.
- 5.3 Failure to notify the Centre of a cancellation will result in forfeit of the full hire fee.
- 5.4 Cancellation by VPCC: we reserve the right to cancel your booking (or future bookings) if the terms and conditions of hire are breached. VPCC will provide written or verbal notice cancelling a booking (without advance warning if necessary) if:
- 5.4.1 The regular hirer neglects to pay invoiced fees within the required timeframe. Cancellation fee equals 100% of hire charges.
- 5.4.2 VPCC become aware that any event, goods, services proposed to be held or provided by the hirer at the facility is/are objectionable, dangerous, and inappropriate for the facility, prohibited by law, or would be detrimental to VPCC, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement.
- 5.4.3 Emergency or necessary repairs or alterations to the facility are underway.
- 5.4.4 The premises are not fit for use due to electrical or security failure, or damage.
- 5.4.5 You have not provided evidence of adequate insurance cover required if you are a commercial operation.

## 6 Key Collection and Return

- 6.1 Regular Hirers – a swipe key-card and keys will be issued for the duration of your hire period and must be returned on completion. A mutually agreed time is to be arranged for pick-up of the keys and a brief tour of the facility for safety purposes. A Key Sign Out form is to be completed, photo ID is required.
- 6.2 Casual Hirers – a swipe key-card and keys will be issued for the duration of your hire period. A mutually agreed time is to be arranged for pick-up of the keys and a brief tour of the facility for safety purposes. A Key Sign Out form is to be completed, photo ID required. The keys must be placed in the secure mailbox to the right of the front door on completion of your event or session.

- 6.3 If swipe key-cards are not returned on time a fee will be charged as detailed in the bond section of the hire agreement.
- 6.4 If the swipe key-card is lost a fee will be charged as detailed in the bond section of the hire agreement.

## **7 Public Liability and Insurance**

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- 7.1 The Centre carries general public liability insurance for private events and personal users of the Centre. A private event is classified as an invite only event such as a children's birthday party.
- 7.2 The Centre does not cover equipment or belongings brought into the Centre. The hirer is responsible for obtaining their own adequate insurance to cover damage to or theft of personal belongings or equipment.
- 7.3 All commercial hirers must provide a copy of their certificate of currency for Public Liability Insurance for a minimum of \$10 million with their Hire Application form.

## **8 Storage Facilities for Regular Hirers**

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- 8.1 Where regular users have been allocated a locker, cupboard or storage shed, a key or combination number to access the storage must be supplied to the Centre. This is in case of emergency or where inspection is required by the Town of Victoria Park and/or by emergency services such as Police, Fire, SES or similar.
- 8.2 Items stored are the responsibility of the hirer at their own risk and are not covered by the Centre's insurance policy.
- 8.3 The hirer must not store any illegal, highly flammable or dangerous goods.

## **Hirer's Responsibilities**

### **9 General Responsibilities**

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- 9.1 The hirer must only use the room or parts of the building and grounds allocated for their hire period unless access/exit via other areas is required during an emergency.
- 9.2 Casual hirers must be aware that the Centre is a shared facility. Common areas such as the foyer, kitchen and disabled toilet must be shared if there is more than one event at any time.
- 9.3 The hirer must not alter the building, furniture or fixtures without prior approval from the Centre Administration.
- 9.4 Personal belongings/food items left at the Centre are the responsibility of the hirer. Where possible we will contact the hirer if we find any lost property. Item will be kept for a period not less than one (1) month before being disposed of.
- 9.5 The hirer must allow unrestricted access to the facility at any time by staff from the Centre on official business, Town of Victoria Park Officers on official business and emergency services.
- 9.6 The Centre is a no smoking, no alcohol venue. Please respect that children are frequent users and we are trying to maintain a family friendly facility for all to use. Smoking is not permitted anywhere in the facility including the playgrounds and within 5 metres of the front door.
- 9.7 The Centre is within a residential area and noise must be kept to a respectable volume in line with Council and Noise Abatement Neighbourhood Annoyance Regulations. Please be mindful to keep vehicle noise to a minimum when leaving the carpark during the evenings.
- 9.8 Children under the age of 16 must be supervised by a responsible adult at all times.
- 9.9 As part of funding agreements, on a bi-annual basis we may ask you to complete a survey regarding the demographics of your group. This information is non-identifying and includes a tick box survey on a person's gender, age range and whether or not she/he comes from a Culturally and Linguistically Diverse (CALD) background, that is they identify with a specific culture and speak a language other than English.

## 10 Cleaning, Setting Up and Packing Down

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- 10.1 The hirer is allowed access to the facility at the allocated hire time for setting up – if more time is needed, it will be added to the hirer's invoice. A period of 30 minutes is provided free of charge to pack down and to ensure the facilities are cleaned to a satisfactory level.
- 10.2 The premises must be left in a clean and tidy condition with tasks completed on the Facility Checklist. Place completed Facility Checklist under office door before leaving the facility.
- 10.3 Where the premises are not cleaned to an acceptable standard, the cost of extra cleaning will be taken from the hirer's bond.
- 10.4 Decorations and posters etc. are permitted provided that they do not damage or mark the paintwork or other parts of the building. Removable sticky tape and white 'Blu-tack' is the best option.
- 10.5 Damage to the walls and or paintwork will be charged out at the quoted rate for rectification.

## 11 Safety and Security

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- 11.1 To satisfy Council regulations regarding safety, the number of guests/attendees must not exceed the maximum numbers allocated to the hire space. Each of the rooms (1 and 2) has a capacity of 50 persons. The maximum capacity of both rooms with the partition open is 148 persons.
- 11.2 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of the hire. This also includes the responsibility for the behaviour of guests.

## 12 Food/Catering/Barbecues

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- 12.1 The Centre is allergy aware. All cutting boards and utensils must be thoroughly washed. Please be careful bringing allergens which cause anaphylaxis such as peanuts into the facility.
- 12.2 Preparation of food is to be confined to the kitchen area. An electric kettle/jug may be used in the room for tea and coffee preparation provided it is sited on the sink or a table away from access by children.
- 12.3 Barbecues must only be used outside the facility and sited away from the emergency exit doors.
- 12.4 The kitchen and areas where food has been eaten must be swept, vacuumed and mopped. Any food debris must be removed from all cupboard doors, oven, fridge and microwave including the doors.
- 12.5 Where a food licence is required for the preparation and sale of food, it is the hirer's responsibility to obtain such licences from the Town of Victoria Park.

## 13 Damage to Property and Premises

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- 13.1 'Damage' is considered as breakages that impair the value, usefulness or normal function of the facility. A requirement for additional cleaning is also considered under 'Damages' in these terms and conditions.
- 13.2 Any damage that occurs to the premises during the time of hire must be reported to the Centre as soon as possible. Where possible, photographs and detailed notes are to be provided as evidence. A message may also be left on the answering machine 9361 1999 as well as contacting the office during the week.
- 13.3 For any damage incurred by the hirer or one of their guests or attendees, the cost of the repairs will be deducted from the bond (see section 4). If the bond is insufficient to cover the damage, the extra cost of repairs is the responsibility of the hirer.
- 13.4 For emergencies or damage which renders the building unsafe or unsecure the hirer must call the emergency number located on the front door. A call out fee will be charged in accordance to the schedule of additional charges (see section 4).

Victoria Park Community Centre Inc. is a not for profit venue part-funded by the Department of Communities and supported by The Town of Victoria Park.

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