



Community Services #1

Terms, Conditions & Rules of Hire

Effective 1st December 2017

ALL HIRERS are required to sign a Hire Agreement with
Community Services #1 (ABN 53 806 922 954)

INTERPRETATION:

In this Agreement

- “The premises” is all buildings and area located at the designated venue (page 1) and includes any fixtures, fittings, furnishings, plant, equipment and chattels owned by Community Services #1 and/or the ACT Government / Community Services Directorate in or at any time installed in the premises.
- “The “Hirer” includes the Hirers’ successors and permitted assigns and, where the context permits, includes the Hirers’ servants, agents, contractors and invitees.
- “Community Services #1” includes the Directors, their successors and assigns and where the context permits, includes their contractors, employees and agents.
- Words importing the singular number include the plural, and the masculine gender includes the feminine or neuter genders and vice versa, and a reference to a person shall include a corporation.
- Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.
- Any requirement for written notice shall be deemed to include any notice sent by email or facsimile.

The Hirer must:

- Be 18 years or over
- State precisely the type of activity to take place in the venue/hall
- Adhere STRICTLY to the hiring hours
- Under NO circumstances enter any areas other than the area hired and common areas (entrance foyer, toilets etc).
- Recognise the multi-use aspect of the Venue and the necessary sharing of facilities – including shared equipment, fixtures and fittings.
- Ensure their activities do not affect the safety of or intrude on other venue users, staff and surrounding residents
- Immediately inform Community Services #1 of any safety issues or identified hazards.
- Not tamper with any device or system designed for use in an emergency such as fire extinguishers or fire hose reels.
- Ensure all windows and doors are locked and heaters/air conditioners are turned off when leaving the building and where required, the alarm activated.
- Hirers are ultimately responsible for leaving the area clean and tidy.
- Accept FULL responsibility for the behaviour, actions and consequences of such behaviour and actions of ALL guests / visitors attending the function/event.

Booking Confirmation, Fees and Bond

- Fees are per Community Service #1's schedule available on request.
- There are three levels of fees – a Not-for Profit (or PBI) rate, a general and corporate rate.
- Parties are a separate issue and attract an activity specific rate of hire.
- To be eligible for the Not-for Profit (or PBI) rate, the hirer MUST provide a copy of the Australian Taxation Office certificate supporting this status.
- A booking form for the venue hire must be completed and signed, specifying the times, dates and purpose for which the Hirer will be using the venue.
- Times booked MUST include setting up and cleaning times.
- Venues may NOT be sublet by the Hirer to other individuals or groups.
- There will be NO CHANGES to booking times without prior written approval.
- A refundable venue & key bond of a minimum of **\$300** is to be paid prior to access being granted to any venue.
- In the case of commercial/corporate, social or private events (as listed above), the bond and hire fee is to be paid at least seven (7) days prior to the event.
- Weddings, parties (eg: 18th, 21st, 40th, 50th etc) will attract a bond fee equivalent to the total hire fee. This is not negotiable.
- A 20% deposit is required within seven (7) days of booking to secure commercial/corporate, social or private events (eg: weddings, 18th / 21st Birthday party, etc).
- All bond monies will be refunded by direct deposit after the event, provided that all the Conditions of Hire have been met.
- Please note that fees and charges are subject to change, generally from 1 July each year.
- Confirmation of booking is required within 21 days of enquiry or the tentative booking will lapse.

Cancellation of Booking

- **Weekday bookings 9am – 5pm:**
 - A written cancellation MUST be provided at least fourteen (14) days prior to the event.
 - Any cancellations less than seven (7) days or not in writing will be charged at the full-agreed fee unless the event is re-booked and held within fourteen (14) days of the original booked date.
 - Cancellations between seven (7) and fourteen (14) will attract a 25% administration fee.
- **Evening or weekend bookings:**
 - A written cancellation MUST be provided at least twenty eight (28) days prior to the event.
 - Any cancellations less than twenty one (21) days or not in writing will be charged at the full-agreed fee unless the event is re-booked and held within fourteen (14) days of the original booked date.
 - Cancellation between twenty one (21) and twenty eight (28) days will attract a 25% administration fee.

Direction from Staff

- The Hirer agrees to act in accordance with the venue staff / Community Services #1 staff as directed
- Community Services #1 reserve the right to require a staff member to be in attendance at events, particularly after hours. An hourly fee for staff will be charged to the hirer accordingly.

Conduct

- The hirer is responsible for the conduct and safety of each and every person in attendance at their event / activity / function and for the maintenance and preservation of goodwill generally.
- Should it become necessary for the hirer to leave the facility during the event/activity – for whatever reason – he or she must nominate a responsible person to act on his/her behalf.
- The hirer accepts full responsibility for the behaviour, actions and consequences of such behaviour and actions of all guests/visitors attending the function/event.
- Children are very welcome at the venues – however all children must be supervised at all times by the hirer or their nominated representative.
- Community Services #1 and the Venue will not tolerate disorderly or offensive behaviour.

Access to the Venue

- All Community Services #1 Venues are available for use seven (7) days a week.
- Collection of keys, security access, alarm code and instructions must take place no later than 4:30pm on the last working day prior to the event/activity; unless otherwise negotiated.
- Keys MUST be returned by 10:00am on the first working day following the hire – otherwise at a date/time agreed on collection of keys.
- The set-up and removal of all Hirers goods, materials and equipment are to be carried out within the booked times, unless alternate arrangements have been discussed and approved prior to the hire booking taking place.
- The premises must be vacated by all patrons and secured within five (5) minutes of the expiration of the booking time with the premises left in a clean and tidy state.
- It is the hirer's responsibility to ensure the venue is left securely locked.
- Persons arriving prior to the booked time or before the authorised hirer may be refused access to the venue and its facilities.
- All kitchen facilities have been designed for limited food preparation. Therefore it is advised that any caterers engaged by the hirer inspect the kitchen facilities prior to the booked event.
- All kitchen fixtures and equipment used is to be cleaned after use and within the booked time frame (unless alternate arrangements have been discussed and approved prior to the hire booking taking place). This includes the removal of all unconsumed food and drinks from refrigerators, cupboards and other areas of the venue.

Vacation of Premises

- The hirer will be responsible for ensuring that the venue is vacated by the scheduled times. If the venue is not vacated within the agreed scheduled time, additional charges will apply.
- Vacation of premises MUST be no later than 11pm.
- All lights MUST be turned off along with any electrical appliances (other than refrigerators) turned off prior to vacating the premises. Do NOT turn off at the switchboard.
- All heating and cooling MUST be turned off prior to vacating the venue. Failure to do so will result with a fee being charged against bond monies. Instructions for the operation of heating/cooling systems are located on the wall near controls.
- All windows and external doors MUST be closed and locked and the building alarm set prior to vacating the premises.
- The hirer is responsible for the behaviour and the quiet departure of their guests from the venue.

Duty of Care

- The Hirer is responsible for the adherence to general Work Health Safety (WHS – formerly Occupational Health & Safety OHS) standards.
- The Hirer must ensure that any spillage is immediately cleaned up and take any action required to avoid possible injury by slipping.
- The Hirer must ensure adequate cleaning implements are on hand for potential hazards. Areas that can not be cleaned immediately should be cordoned off.
- The Hirer is responsible for leaving the premises clean and tidy at the conclusion of the period of hire. Community Services #1 may carry out, at the expense of the Hirer cleaning or other work as may be required to restore the premises to a satisfactory condition.
- Excepting fair wear and tear, the Hirer shall be liable to Community Services #1 for any damage to premises or to any fittings, equipment, furniture, carpets or other property therein, which occurs during the period of hire.
- The Hirer must immediately notify Community Services #1 of any damage or loss Ph: (02) 6126 4700.

Damage and Breakages

- The hirer is responsible for the full replacement costs of any breakages, damages to or losses from the building, its fittings and contents and the surrounding grounds – weather caused by themselves, their staff, or their guests / visitors / clients / customers / staff.
- Any and all breakages to the building, its fittings, contents and or any furniture or equipment supplied by Community Services #1 must be reported to Community Services #1 as soon as possible.
- The hirer must advise if fire extinguishers and/or any other emergency equipment have been used in any way.
- If any of this equipment is used in an irresponsible manner, the cost of inspection and replenishing will be charged to the hirer.

Parking, Noise and Surrounding Residents

- Noise must be no louder than an acceptable level according to law (not exceeding background noise level by more than 5dB (A) between 7:00am and 12:00am).
- NO amplified music or noise after 10:00 pm.
- Hirers are to respect our neighbours and encourage their guests / visitors / clients / customers / staff to leave quietly.
- Limited parking is available at each of the venues. Please respect the use of bays marked for disabled parking (where they do exist), and keep all driveways and access areas clear at all times.
- ALL access and egress points MUST be kept clear at all times. Vehicles must NOT obstruct access to this or any other driveways in the vicinity.

Building Terms

- No event shall start before 7:00am; or go past 10:00 pm.
- Tables, chairs and other equipment (as requested) will be available for Hirers. This equipment is NOT to be removed from the allocated hire area – without prior, written agreement from Community Services #1.
- DO NOT drag chairs and/or tables across floors – arrange to lift and carry them.
- All items of furniture MUST be returned to the appropriate storage areas following use. A maintenance fee (of at least \$50) will be charged if storage instructions are not followed or items have not been put away appropriately.

Building Terms Cont'd

- Community Services #1 can provide limited kitchen facility with some limited kitchen equipment, crockery, cutlery and utensils for use of hirers. Please respect this privilege and ensure that all kitchen equipment, crockery, cutlery and utensils etc are thoroughly cleaned prior to being put away properly following use.
- Kitchen equipment, crockery, cutlery and/or utensils are NOT to be removed from the allocated hire area without prior agreement with Community Services #1.
- Any/all breakages or missing items will be charged to the Hirer.
- Toilets (including wheelchair accessible toilets) are available in each venue and must be left clean, tidy and functioning properly after each hire use.
- No animals allowed without prior knowledge and approval of Community Services #1. Exemptions apply to guide and hearing dogs.
- No bicycles, roller skates, blades, skateboards, football or soccer boots are permitted in any of the venues.
- Electrical equipment brought into any of the venues MUST comply with relevant Australian Standards. It is the responsibility of the hirer to ensure any privately owned electrical equipment has suitable electrical surge and overload protection.
- There must be no connection of or interference with the electrical installation or any other electrical property without the written permission of Community Services #1 Management.
- All public areas must have clear access at all times. This includes foyers, walkways, toilets and doorways.
- External service providers may be used for functions at Community Services #1 venues (eg; caterers, entertainers, cleaners etc).
- The hirer is responsible for ALL persons accessing the venue during the hire period and it is strongly advised that external service providers be made aware of the hire terms and conditions.
- No external service provider equipment is to remain in the venue after the hire period. Any such equipment will be forfeit to Community Services #1.
- Community Services #1 does NOT assume responsibility for any belongings left at or damaged in any venue.

Publicity / Promotion of event/activity

- The hirer shall not cause to issue any advance publicity/promotion involving the use of the venue before receipt of written acceptance of the booking.
- Internal promotion of a course/group is by negotiation. Advertising must not imply or represent that the views of a particular group are those of Community Services #1.
- The hirer shall not make any statement in any advertisement of any kind which directly or indirectly implies that the event/activity for which the venue is hired is conducted, promoted, or otherwise the responsibility of Community Services #1.
- The hirer shall not issue any tickets, posters, advertisements, programmes or other literature containing the Community Services #1 logo without prior written approval from Community Services #1 Management.

Emergency Procedures

- Please refer to Fire Equipment and Evacuation plan attached and provided in all rooms of all venues.
- ALL exit doors, Fire Exit doors and driveways MUST be kept clear at ALL times.
- In the case of emergencies (fire, unwelcome intruder, etc) the Hirer agrees to act in accordance with Emergency Rules and Procedures provided by Community Services #1 (note above) and follow such direction in these circumstances

Cleaning

- Preparation of food is only allowed in designated kitchen areas. Please use hand basin in kitchens for washing hands.
- No food or drink to be left in any room in any venue – this includes office areas / rooms.
- ALL rubbish / garbage is to be removed by Hirer. Failure to do so will result in a surcharge/fee (minimum \$50 per occurrence) being deducted from Bond monies.
- Some basic cleaning equipment is provided at venues.
- All floors (including foyer/entrance) are to be swept and mopped after use and toilets to be swept – all tables and chairs used must be wiped over and returned to storage.
- Each Hire group accepts responsibility for cleaning the floors in their area/s of hire –or may request the Venue to do so at an agreed fee (of no less than \$100).
- All spillages **MUST** be cleaned immediately to prevent accidents or damage to the floors.
- Excessive marking on floorboards will lead to a forfeiture of bond monies and/or forwarding of reparation costs to the hirer.
- A cleaning fee (minimum **\$100** per occurrence) will be incurred if the hired areas are not left in a satisfactory condition as determined by Community Services #1.

Alcohol/Smoking/Drugs

- Alcohol must not be brought into the premises without the prior consent of Community Services #1.
- If consent is given, a Risk Management Plan is required AND the hirer is responsible to pay for security guards at a minimum ratio of 3:100 guests and the hirer MUST supply Community Services #1 with copy of security personnel accreditation AND evidence of the hire of these personnel for the event/activity of hire.
- If alcohol is to be sold or an admission/entry fee is charged for the event where alcohol is to be served, the hirer MUST obtain a liquor license AND provide a copy to Community Services #1 AT LEAST 48 hours prior to the event/activity.
- The Hirer is responsible for ensuring the responsible service and consumption of alcohol at the event/activity, including ensuring persons under the age of 18 years are prohibited from obtaining or consuming alcohol. The hirer will ensure liquor is not carried away by guests or consumed by guests outside the venue.
- No illicit drugs are permitted on or in any Community Services #1 venue.
- All Community Services #1 venues are non-smoking environments - this includes all courtyards, the front of buildings and adjacent car parking areas.

Risk Management Plan (RMP)

- A Risk Management Plan (RMP) will be required if alcohol will be at the event.
- This plan shall identify the potential risks that may arise from holding an event at the venue and lists the steps the Hirer will take to reduce or mitigate identified risks.
- The Risk Management Plan will be reviewed and a decision made if the booking will be accepted.
- A Risk Management Plan template can be provided on request.

Security

- Community Services #1 Venues feature a 24-hour remote monitored security system, comprising alarms and constant surveillance by security patrols.
- Alarm codes are specifically allocated to areas within the venue and access is given ONLY to area/s hired.
- Please do NOT enter areas that you have not hired. Do NOT attempt to open doors or enter areas that have not been hired. Any unauthorised entry by hirer or guests into areas not hired will result in alarms being activated and a response from Security Officers. The hirer will be charged for any callout fees caused by unauthorised access.
- Hirers may be required to arm and disarm the security alarm/s when using any of the venues.
- Failure to properly set the alarm may result in a security “call-out”. If this occurs, the hirer will be charged for such callout fees – at the full rate charged to Community Services #1.
- Fire/Police/Ambulance emergencies only dial 000 or mobile 112.
- After Hours / Emergency contact (numbers to be used for after-hours emergency ONLY):
 - Security 1: 136 000
and provide the following information (*which is located on the Emergency Procedures forms in each room*);
 - Name of the building
 - Street address
 - Nearest cross road

Parties and other Celebrations

- For all 18th, 21st and other such parties/celebrations the use of security personnel/guards at a minimum ratio of 3:100 guests is an essential requirement.
- In these instances the hirer MUST supply Community Services #1 with a copy of their guest list no later than 48 hours before the event.
- If possible, please keep all details of events off social media. If you use it for invitations, please ensure it is private only.
- Over 18th will be supplied with an overage wristband provided by security on supply of ID.
- Minors are not permitted to drink alcohol.
- Once in the party there are no pass outs.

Decorations and Displays

- Decorations and displays are welcome and may be used with prior permission from Community Services #1.
- Decorations and displays must not be fastened to the venue using permanent fixtures (nails, screws, pins etc) and MUST NOT damage the venue in any way.
- The removal of all decorations and displays is the responsibility of the hirer and all such items must be removed prior to departure.
- The hirer will be accountable for any damage caused to the venues by the placement or removal of decorations / displays.
- NO open flames including candles, kerosene or spirit type lamps may be used in any part of any Community Services #1 venue.
- Do not leave helium balloons in the venue as they will trigger the alarm and result in a security call-out fee being charged to the hirer.

Indemnity

- The hirer shall indemnify and keep indemnified Community Services #1 against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the premises.

Public Liability Insurance

- ALL Hirers are required to have Public Liability Insurance in a sum of not less than \$10,000,000. A copy of the Hirer's Insurance Letter of Currency must be provided at the time of booking confirmation.
- Hirers are advised to consult with their own insurance company to arrange their insurance.
- If this is not possible, the following information is a recommendation ONLY.
- Insurance for one day activities/events can be purchased from the following provider/s:
www.localcommunityinsurance.com.au
www.netinsure.com.au

Community Services #1

Reserves the right to:

- Change or amend Terms & Conditions of Hire at any time.
- Deny access to any individual or organisation (its members and/or staff).
- Terminate any agreement, with any individual or organisation (its members and/or staff) at any time.
- In the event of a dispute or a difference arising as to the interpretation of conditions contained in this agreement, the decision of the Chief Executive Officer of Community Services #1 shall be final.