



# VENUE HIRE - Terms and Conditions

The following terms and conditions apply to the Community Services #1 (CS#1) facilities for hire.

## 1. General Conditions

- a) CS#1 reserves the right to decline a request for the hire of any of the venues.
- b) Hirers shall conduct and manage their event/function/activity at all times in an orderly and lawful manner.
- c) Hirers are personally responsible for ensuring that no breaches of the law takes place at any of the CS#1 venues.
- d) Hirers must comply with and give all notices required by any legal direction relating to an event/function/activity.

## 2. Hire Agreement

- a) Hire Agreements may only be entered into by a person over the age of 18 years.
- b) Sub-letting or transfer of the booking, or part thereof, is not allowed under any circumstances.
- c) Subject to a valid *Certificate of Currency* (evidence of Public Liability Insurance).
- d) Subject to fee increases from 1 July each year.
- e) Subject to Terms and Conditions annual review each year.
- f) Subject to compliance with the Terms and Conditions, the information provided on the hirer application form and the accepted quote.

## 3. Hire Agreement breaches

In the event that hirers fail to abide by the Hire Agreement (clause 2.f):

- a) The Bond will be retained in full by CS#1, and
- b) Any future venues bookings may be cancelled by CS#1

## 4. Hire Fees and Payment

### 4.1 Rates

- a) Fees are reviewed annually and are subject to change on July 1 each year.
- b) Not-for-profit organisations are eligible for discounted rates. Certificate of Incorporation must be submitted at the time of enquiry.
- c) Regular hirers (*i.e. 5 or more bookings made at one time*) receive a 10% discount.

### 4.2 Payment

- a) An invoice will be raised for the hire charges and bond and emailed to the hirer.
- b) Full hire charges and bond must be paid in accordance with the terms specified on the invoice.
- c) If full payment is not received within the specified time frame, the booking may be cancelled.
- d) Payment of venue hire fees, including the bond, can be made by Electronic Funds Transfer to CS#1's bank account, or at the CS#1 head office at 63 Boolimba Crescent, Narrabundah by EFTPOS.

## 5. Bond Refund Conditions

- a) The bond refund will be processed within 14 days of hire, provided all conditions of the Hire Agreement (clause 2.f) have been met.

- b) The Bond will be retained in full by CS#1 where all conditions of the Hire Agreement have not been met.

## 6. Additional Fees

If fees are incurred for the following issues, the cost will be deducted from the bond:

- a) Call outs for activation of security and fire alarms where the hirer has not followed CS#1 procedures.
- b) Accessing services through After Hours Contact (Clause 16) where the hirer is at fault.
- c) Cleaning/repair/replacement of broken equipment, or other work required to restore the venue to a satisfactory condition.
- d) If the costs exceed the bond, the hirer will be liable for additional costs incurred and will be invoiced accordingly.

## 7. Venue Bookings

- a) **Purpose:** The purpose of hire must be lawful and conducted in a manner that does not disrupt other hirers or residents of the community.
- b) **Public Liability Insurance:** A copy of the hirers' Public Liability Insurance (covering \$10 million) needs to be provided at the time the application for venue hire is submitted.
- c) **Shared premises:** Unless the whole premises has been booked by the hirer, more than one group may be using the shared facilities during the period of hire.
- d) **Advertising:** The hirer shall not make any statement in any advertisement of any kind, which directly or indirectly implies that the event/function/activity for which the venue is hired is conducted, promoted, or otherwise the responsibility of CS #1 unless explicit permission from CS#1 is Chief Executive Officer (CEO) has been given.
- e) **Confirmation of a booking:** Occurs when CS#1 receives the completed Hire Agreement. Tentative bookings will be held for five working days.

## 8. Cancellations

### 8.1 Cancellation by Hirer

Bookings that are cancelled with more than 14 days' notice from the hire date will have all fees fully refunded. Bookings cancelled with less than 14 days' notice from the hire date, will attract an administration fee of \$100.

Regular hirers may cancel their booking without penalty, when:

- a) fee increases apply or
- b) Terms and Conditions are updated by CS#1.

### 8.2 Cancellation by CS#1

CS#1 is not liable for any loss or damage suffered as a consequence of exercising its right to cancel a booking. All steps will be taken to notify hirers of cancellations.

#### a) Cancellation with notice:

CS#1 reserves the right to cancel bookings at own discretion with prior notice to hirers. If alternative arrangements cannot be offered by CS#1, a full refund of applicable hire fees will apply.

#### b) Cancellation without notice:

CS#1 may cancel the booking without notice in the event of:

- An emergency or if the facility is deemed unsafe. In such as cases, CS#1 will refund any applicable hire fee if the hirer is without fault.
- The hirer fails to abide by the Hire Agreement (clause 2.f). In such cases, any future bookings may be cancelled by CS#1. CS#1 will retain the bond in full and any advanced booking payments will be refunded.

## 9. Venue Access

- a) Access to the venue/equipment/storage is limited to the hired hours. This is particularly important to note, as the venue may be hired to others immediately before or after the hire agreement times.
  - Setting up, packing up and cleaning of the venue is the responsibility of the hirer and the time to undertake these activities must be included within the span of the hired hours.

- Delivery and collection of goods must occur during the booked and prepaid hours of hire.
- b) Unless the whole venue has been booked, more than one group may be sharing the facilities during the period of hire. Activities must not negatively affect other hirers.
- c) In recognition that all facilities are located in residential areas, all functions must end at 10:00pm, however venue may be booked until 11pm to allow time for cleaning.
- d) The control of all facilities for hire is vested with CS#1 CEO, or their nominee, who shall have access to the venue at all times.

#### 10. Hire Packs, including keys, alarm and venue information

- a) Upon full payment of the invoice, hirers will receive a Hire Pack containing keys, alarm codes and relevant information specific to the venue hired (including emergency procedures, instructions for venue, and equipment care).
- b) Hirers are to collect the Hire Pack from CS#1 Reception at 63 Boolimba Crescent, Narrabundah between the hours of 9.00am and 4.00pm, Monday to Friday, no later than on the last working day prior to the date of hire.
  - Hire Pack collection does not give access to the venue outside the hours of hire.
  - Proof of identity must be provided by the person responsible for collecting the Hire Pack. Hirers are to advise CS#1 if they have authorised a 3<sup>rd</sup> party to collect the Hire Pack.
  - Once the Hire Pack has been issued, the hirer assumes full responsibility and liability for the key location, use and safe return.
  - Hirers are responsible for keeping alarm codes secure at all time.
- c) Hire Packs must be returned to the CS#1 by no later than 10:00am the next business day; either deposited in the drop box at the main entrance door of the CS#1 Office or returned in person to Reception staff during business hours.

#### 11. Venue Care, Safety and Security

- a) **Use and care of venue and equipment:** It is the hirer's responsibility to ensure:
  - The premises and all equipment, are left cleaned and undamaged and returned to their designated storage place/s.
  - To not move or dismantle any semi-permanent infrastructure installed in the venue.
- b) **CS#1 staff:** Hirers are subject to the direction of authorised CS#1 staff.
- c) **Clear areas:** All public areas must have clear access at all times. This includes foyers, walkways, toilets and doorways.
- d) **Environment Responsibility:** CS#1 is committed to minimising environmental impacts through water conservation, careful energy usage and appropriate waste minimisation and recycling practices. Hirers are requested to contribute to these practices.
- e) **Smoking:** Including the use of an e-cigarette, is not permitted inside any part of the CS#1 venue (including the toilets). Hirers are to ensure that cigarette butts are appropriately disposed of.
- f) **Health and Safety:** Hirers are responsible for the adherence to general Work Health Safety standards, including appropriate supervision of children at all times. In the event of any third party sustaining bodily injury or damage to property during the currency of the term of hire, arising out of the activities subject to the hire agreement, the hirer shall accept full responsibility and discharge their claim in full.
- g) **Noise:** Hirers are required to respect the Noise Thresholds in the area – restrictions apply from 10pm on any night of the week including public holidays. See current information issued by Access Canberra here: [https://www.accesscanberra.act.gov.au/app/answers/detail/a\\_id/4608/~noise-thresholds](https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/4608/~noise-thresholds)
- h) **Fires:** are strictly prohibited.
- i) **Security of premises:**
  - It is the hirer's responsibility, at all times, to ensure that the premises remain secure throughout the period of hire, particularly when leaving the venue, even for a short period. Hirers are not permitted to leave the doors to a venue unlocked and unattended at any time throughout the period of hire. Venues are to be secured before departure.
  - CS#1 venues feature a 24-hour remote monitored security system.
  - CS#1 will provide hirers with alarm codes to de-arm and arm the alarm on entry and departure. Hirers must ensure that all external windows and doors are secured on departure.

- j) **Electrical:** installations in the venue are not to be interfered with under any circumstances. Should a power failure occur, the hirer can contact the after-hours phone number provided in section **16 - After Hours Contact**.

## 12. Personal Property

- a) Hirers are required to provide all their own resources, including catering, stationery, signage, sufficient cleaning products and any other resources associated with the successful management of the function or event.
- b) CS#1 does not assume responsibility for any delivery or collection of hirer's goods.
- c) Hirers are responsible for test and tag any privately owned electrical equipment has suitable electrical surge and overload protection before plugging in.
- d) Equipment which may cause damage to the facility, is not permitted inside or outside any CS#1 venue for hire, this includes but not limited to smoke machines, bicycles, roller skates/blades, skateboards, football or soccer boots, confetti, adhesive tape, nails, tacks, sparklers.
- e) All personal property must be removed from the venue at the completion hire period. CS#1 takes no responsibility for personal property used or left on venue premises.

## 13. Venue Cleaning and Damage

### 13.1 Cleaning

- a) The premises, including toilet facilities, furniture, fittings and all other equipment, are to be left/returned cleaned and undamaged to their designated storage place/s as instructed in the Hire Pack provided.
- b) Spills are to be cleaned immediately.

### 13.2 Cleaning Surcharge

CS#1 reserves the right to apply a cleaning surcharge where deemed applicable (e.g. in the event of an ACT Public Health Order). In such cases, the surcharge will be identified on the hire quote.

### 13.3 Rubbish Removal

- a) Hirers are to remove and dispose of all rubbish, including contents of kitchen and bathroom bins.
- b) Surrounding businesses will not accept additional rubbish. Hirers **must not** dispose of their rubbish in the privately serviced skip bins. Failure to comply will result in bond being forfeited in full.

### 13.4 Damages

- a) Hirers are responsible for informing CS#1 on the next business day following the date of hire of any:
  - safety issues or identified hazards
  - breakages or problems with equipment, experienced by the hirer
- b) Hirers are responsible for any damage occurring to the venue (including furniture and equipment) during the term of hire and are liable for any additional costs incurred to make good.

## 14. Alcohol

- a) Alcohol consumption is permitted in accordance with the Responsible Service of Alcohol Certificate.
- b) If hirers provide alcohol or permits alcohol to be consumed at their event, they do so at their own risk.
- c) The sale of liquor without a suitable license is illegal and therefore strictly prohibited in any CS#1 venue. The hirer is responsible for securing a liquor license and displaying it at the event/function/activity. For alcohol licenses and regulations please contact Access Canberra.
- d) No alcohol is to be consumed or taken outside of the premises during the event/function/activity. This includes car parks, laneways, roads or parklands surrounding the premises.
- e) Security guards are required to be present at any event/function/activity where alcohol is being served, and are to be organised and paid for by the hirer.

## 15. Emergencies and Evacuation Procedures

- a) Hirers are provided with Emergency Procedures as part of the Hire Pack. Procedures are also displayed at venue premises.

- b) It is the hirer's responsibility to abide by these procedures and to ensure:
- They are familiar with the fire exits and emergency evacuation procedures prior to commencement of their event/function/activity.
  - Seek clarification if unsure.
  - Inform their guests of these procedures.
  - Observe the locations of, and the instructions on, extinguishers and fire blankets, prior to an event/function/activity.
  - Hirer and guests must not tamper with any device or system designed for use in an emergency such as fire extinguishers or fire hose reels.
  - Emergency Exit Doors must be kept clear and remain accessible at all times throughout the event/function/activity.
  - Advise CS#1 if fire extinguishers and/or any other emergency equipment have been used in any way.

#### **16. After Hours Contact**

For after-hours contact in the event of an emergency please contact the ACT After Hour Property Group Response Centre on 6213 0700.

Emergencies may include property or building damage which requires immediate repairs (*e.g. window broken and needs immediate repairs to be arranged*).