Venue Hire
Terms and Conditions

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

1. Introduction and interpretation

a. This document forms part of the Venue Hire Agreement and contains the General Terms applicable.

b. In this document, unless the contrary intention appears:

Accepted Quote refers to the completed and signed *Quote & Essential Information* form which was submitted to CS#1 and upon which a Venue Hire Invoice was raised.

Additional Charge/s refers to amounts charged due to **Hirer** breaching Venue Hire Agreement conditions. Fees and associated conditions are outlined on the **Fees & Additional Charges Schedule**.

Agreed Period/Times of Hire means the period of the Agreement which commences at the nominated arrival time and date and ends at the nominated departure time and date as listed in the Event Details on the *Accepted Quote*. This must include time required to setup and cleanup.

Authorised Representative is the individual who is the main point of contact and has authorisation to act on behalf of a community group, a not-for-profit enterprise or small organisation for the Venue Hire

Bond refers to the amount the *Hirer* pays prior to key and alarm code handover. If any additional charges are incurred – they will be deducted from the Bond prior to its repayment**.**

Booking Form can be found on the CS#1 website and is usually the Hirer's first contact with CS#1. The completion of this online form will form part of the **Venue Hire Agreement.**

Cancellation Fee means the percentage of the Total Estimated Charges payable by the Client for cancellation or postponement of the Event.

CS#1 means Community Services #1.

Emergency Services means any public or private organisation incorporated in and operating within ACT, which is charged with responding to and dealing with emergencies when they occur, including but not limited to, ambulance service, police and fire brigade

Event means the event, function, activity or conference to be held at the **Venue** that is the subject of this Agreement.

Fees and Additional Charges Schedule outlines the:

- Venue Hire rates
- Fees charged for other items
- Additional Charges imposed due to breach of Venue Hire Agreement terms
- Bond Amounts

All prices are inclusive of GST.

Hire Pack contains keys, alarm codes and relevant information specific to the venue hired (including emergency procedures and checklist for venue & equipment care).

Hired Space refers to the area within the Venue as nominated on the Application/Hire form.

Hirer means the person, client, community group, small organisation (including not-for-profits), who are entering into this Hire Agreement with CS#1 in connection with the Event.

Holding Deposit refers to the amount paid to reserve the *Hired Space* for the time and dates required. Charged at 50% of total Hire Fee and refund conditions apply if Hire does not proceed.

Original Condition means the exact state of the *Hired Space* or Venue immediately prior to the commencement of its hire.

Private Hire Event - an event where attendance is by invitation only

Public Hire Event – an event which is:

- Open to the members of the public and/or
- Advertised to the general public and/or
- Either free to attend or has an entry cost and/or
- Aimed to sell or promote goods or services

Purpose of Booking means the proposed use, function, event for which the Hirer wishes to use the venue for. The purpose of the hire must be lawful and conducted in a manner that does not disrupt users of other areas of the venue OR residents of the community.

Special Conditions means the special terms and conditions set out in the **Purpose of Booking**. These take precedence over the Terms and Conditions in the event of inconsistency.

Venue/s refers to the CS#1 sites which have Hired Space available for Client use.

Venue Hire Agreement consists of these Terms & Conditions, Booking Form, Agreement Cover Sheet, Accepted Quote, and the contents of the Hire Pack.

2. General Conditions of Hire

CS#1 grants the **Hirer**, the right (exclusivity will depend on the **Venue** and the time required), to use and occupy the **Hired Space** for the **Agreed Period** for the **Purpose of Booking**, subject to these General Terms:

a. Type of **Event**: Must be clearly stated in the **Purpose of Booking**. CS#1 do not allow events such as engagements, weddings, graduations or birthdays for age groups between 12 – 30 years.

b. Number of **Event** Participants: are restricted by the maximum capacity of the **Hired Space** – as stated on the **Venue Hire Application** form. Adherence to this capacity must be maintained to satisfy fire regulations. If this capacity is breached – a further fee may be charged.

c. Times of Hire: **Venues** are available for hire from 8am until 10pm. The period of hire shall commence and conclude strictly at the agreed times nominated on the **Accepted Quote**. Please note that hire times must incorporate set-up and cleaning times

d. **Airconditioning:** The wall-mounted air conditioning unit will be switched off during the winter period. Hirers should instead use the ceiling-mounted system available in the main hall at Griffith Hall for heating.

e. Days of Hire: **Venues** are available for hire seven days per week - except for the period between and including Christmas and the New Year.

f. **CS#1** reserves the right to decline a request for the hire of any of its **Venues**.

g. **Hirers** shall always conduct and manage their Event in an orderly and lawful manner. The **Responsible Person** is required to ensure that no breaches of law take place at any of the CS#1 venues.

h. **Insurance**. CS#1 has Public Liability Insurance in place for $10m – terms of which will cover **Private Hire Events**. However, CS#1 reserves the right to request from the Hirer the provision of a Public Liability Insurance Certificate for $10m coverage, which will need to be supplied prior to finalization of the Venue Hire Agreement (e.g. will be required for **Public Hire Events**).

   CS#1 maintains Public Liability and professional indemnity insurance for events held within the nominated site. The Event Organiser indemnifies Community Services #1, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by attendees of the Event that may occur in the immediate surrounds of the nominated hire site.

i. **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.

j. **Advertising:** The **Hirer** shall not make any statement in any advertisement of any kind, which directly or indirectly implies that the **Event** for which the venue is hired is conducted, promoted, or otherwise the responsibility of **CS #1** - unless explicit permission from CS#1's Chief Executive Officer (CEO) has been given.

k. **Confirmation of a booking:** Occurs when **CS#1** receives the completed Hire Agreement. Tentative bookings will be held for five working days.

3. Venue Hire Agreements

a. Venue Hire Agreements may only be entered into by a person over the age of 18 years.

b. The person completing the **Venue Hire Application** must provide a copy of their driver's license or other photographic ID which includes their address.

c. The **Purpose of Booking** the **Event** must be detailed in full on the **Venue Hire Application** form.

d. The **Hirer** may not transfer, assign or sublet the **Venue Hire Agreement** to another person or organisation, or the amend the **Agreed Period** without the written consent from CS#1.

e. Venue Hire Terms and Conditions will undergo an annual review each year. The revised Terms and Conditions will replace/override all earlier versions. Regular Hirers will be provided with a copy and online access to the updated Terms and Conditions.

4. Hire Agreement breaches

If a **Hirer** fails to abide by the terms or requirements outlined in any of the documents that form the **Venue Hire Agreement**:

a. The relevant **Additional Charge** outlined in the **Fees & Additional Charges Schedule** will be deducted from the **Bond**, before returning any remaining **Bond** funds to the Hirer, and

b. Any future venues bookings may be cancelled by CS#1

5. Hire Rates

a. Hire Fees, Equipment Charges and Bond Rates are set out in the **Fees & Additional Charges Schedule**.

b. Rates are reviewed annually, and regular Hirers will be provided with at least four (4) weeks' notice of any rate changes.

c. Not-for-Profit Organisations are eligible for discounted rates. Certificate of Incorporation or an ACNC extract

must be submitted at the time of enquiry.

d. Regular **Hirers** *(i.e. 5 or more bookings)* receive a 10% discount on the rates outlined in the **Fees & Additional Charges Schedule**.

6. Bond

The Bond amount can be found on the **Fees & Additional Charges Schedule** for more information.

a. The *Credit Card - Bond Payment Form* for the specified Bond amount is required to be completed and returned to CS#1 at least fourteen (14) days prior to the Agreed Hire Period.

b. The Bond amount will be deducted from the credit card 5 days prior to the **Agreed Hire Period**.

c. The Hirer will acknowledge on the *Credit Card - Bond Payment Form* that the card holder is:

- Responsible for leaving the premises in its **Original Condition**,
- Responsible for any damage caused whilst Event attendees are on the premises,
- Responsible for the payment of any Additional Charges incurred due to the breach of Hire Agreement.
- Aware that an Invoice will be raised for any **Additional Charges** incurred – and that the Bond (or a portion therewith), will be applied to that Invoice as payment.
- Aware that if the total amount of the Bond paid is not enough to cover the **Additional Charges,** then the Hirer is responsible for payment for the remaining balance, which will require settlement within seven (7) days from the date of the Invoice. This payment may be taken from the Credit Card nominated on the *Credit Card – Bond Payment Form*.

d. Regular Hirers – a charge for the Bond will processed upfront, and held as a deposit for the term of the Venue Hire Agreement. A separate invoice will be raised should any Additional Charges be incurred – the payment of which may be deducted from the initial Bond held.

e. The Bond amount will be held until the conclusion of the hiring period. The Bond refund will be processed (less any Additional Charges applied), within 14 days after the Hire, provided all conditions of the Hire Agreement have been met.

7. Additional Charges

Additional Charges are outlined on the **Fee & Additional Charges Schedule** and may include but aren't limited to:

a. Callouts for activation of security and fire alarms where the Hirer has not followed CS#1 procedures.

b. Accessing services through After Hours Contact where the hirer is at fault.

c. Non-return to CS#1 of key issued to Hirer.

d. Airconditioning/Heating not turned off at completion of Hire session. Windows and Doors are not locked, the Alarm is disarmed, and the building left unsecured.

e. Building has not been secured e.g. windows or doors left unlocked and/or alarm not activated.

f. Cleaning/repair/replacement of broken equipment, or other work required to restore the venue to a satisfactory condition.

g. The attendance of any Emergency Services including ACT Police and/or Fire Brigade due to noise

complaints or If any Illegal activity.

h. Removal and/or failure to return any CS#1 property, furniture or equipment including remote controls

Invoices

a. **Venue & Equipment Hire** Invoices will be emailed to the **Hirer** once the *Quote & Essential Information* form has been finalized and accepted. The invoice will reflect the following components:

- **Holding Deposit**: 50% of Venue Hire Fee must be paid to secure and hold booking dates (fully refundable if a cancellation notice is provided with a minimum of 28 days' notice from the Agreed Period of Venue Hire).
- Venue Hire Balance: remaining 50% of Venue Hire Cost.
- Equipment Hire Costs

b. A separate Invoice will be raised for **Additional Charges** incurred due to the occurrence of any issues that breach the **Venue Hire Agreement** – as outlined on the **Fees & Additional Charges Schedule.** As authorised on the *Credit Card - Bond Payment Form*, the Bond payment will either be partially, or fully applied against this Invoice prior to any Bond refund.

If the Additional Charges costs exceed the Bond, the **Hirer** will be liable for any remaining amount.

8. Payment

a. Full Venue Hire and Equipment charges must be paid in accordance with the terms specified on the Invoice.

b. Total payment for Venue Hire and Equipment charges must be paid in full prior to the **Agreed Period** of Venue Hire (NB: payment terms maybe less than 14 days if booking is made close to the Venue Hire date).

c. If full payment is not received within the time specified on the invoice, the booking may be cancelled.

d. Payment of Venue Hire Fees 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.

9. Cancellation

10.1 Cancellation by Hirer

- Venue Hire Fee is fully refundable if a cancellation notice is provided with a minimum of 28 days' notice from the **Agreed Period** for the Venue Hire.
- Venue Hire Fee is 50% refundable if cancellation notice is provided with a minimum of 14 days' notice from the **Agreed Period** for the Venue Hire.
- No Venue Hire Refund if cancellation notice is provided within 13 days of the **Agreed Period** of Venue Hire.

10.2 Cancellation by CS#1

CS#1 is not liable for any loss or damage suffered because 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 and will endeavor to provide as much notice as possible. If alternative arrangements cannot be offered by CS#1, a full refund of applicable hire fees paid will apply.

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 failing to abide by the **Hire Agreement**, in which case 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.

10. Venue Access

a. Access to the Venue is limited to the **Agreed Period**. 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 **Agreed Period**.
- Delivery and collection of goods must occur during the **Agreed Period** 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 9:00pm, however venue may be booked until 10:00pm to allow time for cleaning.

d. The control of all facilities for hire is vested with CS#1 CEO, or their nominee, who retain access to the **Venues** at all times.

11. Hire Packs, including keys, alarm and venue information

a. Upon full payment of the invoice, hirers will receive a **Hire Pack**.

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 earlier than three (3) business days, nor later than 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 3rd 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 times.

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.

12. 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 always have clear access. 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). Hires are to ensure that cigarette butts left outside the premises 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: Noise standards - Access Canberra

h. **Fires:** are strictly prohibited.

i. **Security of premises:**

- It is the **Hirer's** responsibility 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 found in the Emergency Telephone Contact List provided in the **Hire Pack.**

13. Personal Property

a. **Hirers** are required to provide all their own resources, including catering, stationery, signage, and any other resources associated with 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 or bubble 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.

14. Use of Equipment

a. Hirers must not arrange, install or operate jumping castles, inflatable devices or similar amusement equipment at any CS#1 venue, on surrounding grounds, or in nearby public parks or open spaces in connection with a CS#1 venue hire.

15. Venue Cleaning and Damage

16.1 Cleaning

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

b. Spills are to be cleaned immediately.

c. If an 'out-of-cycle' clean is required due to the condition the **Hire Space** was left in – an Invoice for the Additional Charge will be raised (please refer to Item 7 and the **Fees & Additional Charges Schedule**).

16.2 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 is a breach of the Hire Agreement and an Invoice will be raised in line with Item 7 and the corresponding amount showing on Additional Charges Schedule.

16.3 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.

16. Alcohol

a. Alcohol consumption is permitted in accordance with the Responsible Service of Alcohol Certificate.

b. If **Hirers** provide alcohol or permit alcohol to be consumed at their event, they do so at their own risk. Hirers will be asked to provide a Public Liability Insurance Certificate of Currency.

c. No alcohol is to be consumed or taken outside of the premises during the **Event**. This includes car parks, laneways, roads or parklands surrounding the premises.

d. 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**. For alcohol licenses and regulations please contact Access Canberra.

e. Hirers are to organize and pay for Security guards at any **Event** where alcohol is being sold.

17. 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** and to 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**.
- **Hirers** 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 always remain accessible throughout the **Event**.
- Advise **CS#1** if fire extinguishers and/or any other emergency equipment have been used in any way.

18. 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. windows are broken and needs immediate repairs to be arranged).*

Organisation Name: _____

Hire/Authorised Representative Name: _____

Hirer/Authorised Representative Signature: _____

Date: _____