

The Place: Charlestown Community Centre Conditions of Venue Hire

Effective from 25/07/12 (Revision 3)

1. Application for Hire

- Application for Venue Hire at The Place can be initiated by telephoning 02 4032 5500 or by emailing admin@theplacecharlestown.org.au
- Application for Venue Hire at The Place must be lodged in writing using the 'Application for Venue Hire' form by a person over the age of eighteen.
- All applications for Venue Hire are subject to an approval process. Successful applications will be confirmed in writing by The Place.
- Applications for Venue Hire will be processed by The Place during reception hours. Reception hours at The Place are Monday to Friday 8.30am – 5pm, with the exception of Public Holidays and scheduled closure periods.
- Once the 'Application for Venue Hire' form and Conditions of Venue Hire are signed by both the Hirer and The Place, the form and the Conditions of Venue Hire become the Venue Hire Agreement.
- Hire of The Place, or part of The Place, will be approved for no more than six months. Bookings will be reviewed every six months to ensure that the distribution of bookings is equitable. Booking approvals may be extended to twelve (12) months at the discretion of the Centre Manager.

2. Payment of a Deposit, Total Fees and Bonds

- On receipt of confirmation that the Venue Hire application has been approved, the Hirer is required to pay a booking deposit of 30% of the full hiring charge (excluding applicable bonds).
- Balance of fees and any applicable bonds must be paid 4 weeks prior to the commencement of the Hire Period, or immediately upon the booking confirmation if the booking is made less than 4 weeks prior to the Hire Period.
- A key bond is required for out of hour's bookings to guard against loss of the allocated front door key.
- The key bond (or balance of the key bond less any deductions) will be refunded to the hirer within fourteen days after the Hire Period, on the Centre Manager's approval of satisfactory adherence to the Conditions of Venue Hire.
- A Venue Bond is required to guard against damages to The Place and / or The Place property / facilities, should they occur as a consequence of hiring the rooms at The Place. The Venue Bond required will be determined in accordance with The Place: Charlestown Community Centre's Event Risk Matrix and at the discretion of the Centre Manager.
- The Venue Bond (or balance of the venue bond less any deductions) will be refunded to the Hirer within fourteen business days after the Hire Period, on the Centre Manager's approval of satisfactory adherence to the Conditions of Venue Hire.
- The Centre Manager's decision as to the amount of Venue Bond and/or Key Bond to be deducted at the conclusion of the Hire Period will be final.
- Bond deductions will be applied towards:
 - Rectification of damage to, or loss of any property of The Place (including keys), caused as a consequence of the Hirer or the Hirer's participant's activities at The Place.
 - The cost of any additional cleaning required to be performed as a result of the Hirer or the Hirer's participant's use of The Place.
 - The cost of any fees associated with attendance by the NSW Fire Brigade or other emergency services incurred as a result of the Hirer or the Hirer's participants activities at The Place.
- The Hirer must pay to The Place on demand, any amounts in excess of the Venue Bond and/or Key Bond as required to meet the full cost of any repairs to and/or cleaning and/or replacement of any property of The Place, and/or the full cost associated with callouts from the NSW Fire Brigade or other emergency services, incurred as a result of the Hirer or the Hirer's participant's use of The Place.

3. Cancellations & Terminations

- In the event of a cancellation by the Hirer, a percentage of the full booking charges must be forfeited by the Hirer as follows:
 - 24 hours prior to the Hire Period -----The whole fee
 - Between 1 — 7 days prior to the Hire Period----- 50% of the fee
 - Between 7 — 14 days prior to the Hire Period ----- 25% of the fee
 - More than fourteen days prior to the Hire Period ----- 0% of the fee
- The Place reserves the right to cancel any booking if maintenance or building works are required at The Place. The Place shall refund the full hiring fee to the Hirer in this instance.
- If The Place is:
 - Damaged by fire, explosion, lightning, flood, storm, tempest, impact of vehicles, earthquake, subsidence, damage by aircraft or articles dropped therefrom; or
 - Adversely affected by an environmental hazard; or
 - Affected by anything which may prejudice the safety health or well-being of any person,then The Place is entitled to cancel the booking and terminate the Venue Hire Agreement. The Place shall refund the forfeited hiring fee to the Hirer in this instance.

4. Insurance

- Groups using The Place less than ten (10) times per calendar year may be eligible for cover under The Place public liability insurance. When booking a casual event, the details of the event will be checked against The Place Insurance Policy. If the event is suitably covered under The Place Insurance Policy, there will be no additional charge for insurance. If the event is not suitably covered under the existing The Place Insurance Policy, then:
 - Insurance can be requested and accepted under The Place Insurance Policy, and any additional insurance charges will be applied to the Hirer, or
 - The Hirer will be required to obtain suitable insurance as per the schedule for regular Venue Hire groups noting The Place (Charlestown Youth and Community Centre Incorporated) as an interested party on such policy, and supply a Certificate of Currency prior to the booking being confirmed.
- Regular Venue Hire groups:

Groups hiring The Place ten (10) or more times per calendar year are required to obtain Public Liability Insurance Cover per the following schedule:

*Public Liability
Insurance Cover*

\$0	Activities auspiced by The Place (covered under The Place Insurance Policy)
\$10 000 000	Low Risk Community Activities e.g. Social Groups / Educational Groups
\$20 000 000	Medium to High Risk Community Activities e.g. Physically active activities / Band Nights / Performances

Regular Venue Hire groups are required to supply a Certificate of Currency to demonstrate the existence of suitable public liability insurance. All public liability insurance cover must indemnify The Place (Charlestown Youth and Community Centre Incorporated).

- The Hirer must take out and keep current appropriate insurance to cover all property and equipment owned by the Hirer or the Hirer's participants and used or stored at The Place as part of the Venue Hire Agreement.

- The Place shall not be responsible for any form of loss or damage arising from the hiring of facilities at The Place or from events being held in The Place.
- The Place recommends appropriate security measures be taken by the Hirer or any person in the premises at the invitation of the Hirer, in respect to any loss.

5. Notification

- If anything occurs at The Place during the Hire Period that requires the attendance of Police or Ambulance or Rural Fire Service or NSW Fire Brigade or SES, the Hirer must immediately notify The Place by contacting them within 24 hours of the occurrence.

6. Keys

- For out of hours hire, it is the responsibility of the Hirer to obtain a key during reception hours and prior to 4:30pm on a weekday at least one day prior to the commencement of the Hire Period.
- All keys issued to the Hirer must be accounted for and remain the responsibility of the Hirer until returned.
- Hirers must return all keys to the appropriate 'safe key box' at the conclusion of the Hire Period, or personally deliver all keys to reception at the earliest possible opportunity and no later than 4:30pm on the first weekday after the Hire Period.
- If the hired spaces, storerooms, hall way, or front doors at The Place are left unsecured (i.e. not locked and the alarm not set - if applicable) then the Hirer will be deemed responsible for any resulting damage caused to and / or costs incurred to remedy the damage and secure The Place.
- In the event the keys are lost, the Hirer will forfeit the Key Bond and will pay on demand by The Place the costs incurred in changing the locks required and purchasing the associated replacement keys.

7. Alarm

- Alarm instructions will be issued to the Hirer, where disarming of the alarm is required at the commencement of the Hire Period and/or setting of the alarm is required at the conclusion of the Hire Period.
- Failure to comply with alarm procedures will result in the Hirer being liable for any costs incurred as a direct result of contravening or not observing the instructions.

8. Security

- The Place reserves the right to assess that the event for which the Hirer is using The Place has an increased risk to The Place, its surrounding environment or other users of The Place and to direct the Hirer to notify or engage security staff for the duration of the Hire Period.
- The Hirer must notify or provide all necessary security staff for the Hire Period as directed by The Place.
- The Hirer must provide proof of the engagement of security staff to The Place at least 1 week prior to the commencement of the Hire Period, e.g. a booking form or receipt for payment. Proof must include the security company's name and contact details.

9. Smoking

- The Place has a non-smoking policy. Smoking is not permitted on the premises and is not permitted within 10m of The Place main entry doors and/or external doorways.
- The Hirer must ensure that no person smokes or lights a fire inside The Place or outside of The Place.
- Smoke machines are not permitted at The Place.
- The Place is fitted with remotely monitored electronic smoke detectors and sensor activated fire sprinklers. The NSW Fire Brigade may respond to activation of the smoke detection system at The Place.

10. Music and Noise

- The Hirer must ensure no noise is emitted from the hired space(s) so as to unreasonably interfere with the comfort or repose of, or be offensive to, or be harmful to a person who is outside the hired space(s). This requirement includes noise arising from persons entering and leaving The Place.
- All music and amplified sound must cease at 10.00pm Mon-Thurs, 11:30pm Fri-Sat, and 6.00pm Sun, unless written consent has been obtained from The Place prior to the Hire Period.
- Venue Bond may be forfeited if complaints are received regarding excessive noise or non-adherence to these times.

11. Care of Premises

- The Hirer may not assign or sub-let the premises or any part thereof. The Hirer must be present at The Place at all times during the Hire Period, unless written consent has been obtained from The Place prior to the Hire Period.
- The Hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the Hirer's or the Hirer's participants use of The Place.
- The Hirer shall, while on the premises, abide by the directives of staff from The Place.
- The Hirer is responsible for the behaviour of the Hirer's participants during the Hire Period.
- The Place reserves the right to ban and / or have any person/group removed from the premises where that person/group has, or is likely to cause injury/damage to other persons or property.
- The premises and facilities used by the Hirer and the Hirer's participants at The Place must be left in a clean and tidy condition by the Hirer prior to vacating the premises. At the end of the Hire Period, all hired spaces, amenities, hallways and foyer areas are to be left in the condition they were in at the commencement of the Hire Period, unless otherwise advised.
- When directed by The Place, the Hirer shall engage professional contract cleaners to undertake cleaning after the Hirer's Hire Period. Cleaning shall commence no later than 15 minutes from the end of the event and finish within the Hire Period, unless otherwise agreed in writing by The Place.
- The Hirer is responsible for proper cleaning of tables, chairs, lounges, walls/ceilings, floors, kitchen areas, and for loss or damage to The Place equipment and facilities, which are used by the Hirer or the Hirer's participants, or any caterers, musicians, decorators or the like contracted by the Hirer.
- Any equipment used is to be returned to its correct storage area at the end of the Hire Period, unless otherwise advised.
- All food and rubbish is to be collected and placed in the appropriate waste bins or removed from the premises at the end of the Hire Period, unless otherwise advised.
- All lights and audio visual equipment are to be turned off at the end of the Hire Period, unless otherwise advised.
- All blinds are to be drawn down at the end of the Hire Period, unless otherwise advised
- All doors are to be locked at the end of the Hire Period, unless otherwise advised.
- All keys are to be returned to the appropriate lock boxes at the end of the Hire Period, unless otherwise advised.
- The building alarm is to be set at the end of the Hire Period, unless otherwise advised.
- The Hirer is not permitted to remove or relocate any property or items in The Place not belonging to the Hirer, without written consent from The Place.
- No items shall be placed in front of or obstruct clear access to the fire exits.
- No items shall be placed in front of or obstruct clear access to the first aid kits or defibrillator.
- The foyer, toilet and hall way areas are common areas to be shared by all Hirer's. Hirers shall not obstruct these areas or restrict their use by others.

12. Food

- The Hirer must comply with the law relating to food and health including the Food Act 2003 and the regulation made thereunder, if food is to be prepared or sold at the Facility.

13. Alcohol

- The sale of Alcohol is not permitted at The Place.
- The Hirer must advise The Place at least 2 weeks prior to the Hire Period when alcohol is not to be **sold** but is to be **brought** into The Place by the Hirer for consumption.
- The Hirer must ensure that:
 - No person under the age of 18 years shall be served with alcoholic liquor or allowed to consume alcoholic liquor.
 - No alcohol is to be consumed outside the premises.
 - All alcohol is served by persons holding a current Responsible Service of Alcohol certificate.
 - A member of The Place staff holding a Responsible Service of Alcohol (RSA) certificate is employed at the Hirer's expense for the duration of alcohol service within the Hire Period, unless otherwise advised.
 - Appropriate RSA signage shall be displayed at all times during an event where alcohol service is involved.
 - The Hirer shall be responsible for the good conduct of those attending the event.

14. Signage

- No signage may be placed outside The Place: Charlestown Community Centre, on the noticeboard, or in the windows of The Place: Charlestown Community Centre, without the prior written consent of The Place.

15. Gambling

- Except in circumstances where the Hirer has sought and obtained written permission for the playing of bingo, no game of chance at which, either directly or indirectly, money is passed as a prize may take place at The Place.

16. Decorations

- Decorations may only be put up with the written permission of The Place.
- Candles may only be used with the written permission of The Place.
- The Hirer shall not affix nails, screws, hooks, staples or adhesive tape to any part of the building premises, furniture or equipment.
- The Hirer shall remove all decorations at the end of the Hire Period and dispose of them in the bins provided or remove from the premises, unless otherwise agreed in writing by The Place.
- The Hirer will be responsible for any costs in connection with repairs to any damages caused by the use of decorations.
- Smoke machines are not permitted at The Place.

17. Children

- Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving The Place.
- Children are not permitted in the Kitchen, unless it is to participate in children's programs, and supervised at all times by a responsible adult.
- Hirers of The Place for the purposes of conducting activities for children are bound by NSW Child Protection Legislation. Clubs and service providers are required to undertake Working With Children Checks and implement Prohibited Employment Declarations for all persons working directly with children. Further information regarding your obligations can be found on the following website:
<https://check.kids.nsw.gov.au/>

18. Storage

- Limited storage facilities are available to Hirers at a weekly fee, varying in size and fee.
- A refundable cupboard Key Bond is required to be paid for the storage facility's key.
- Storage facilities are only accessible when the room they are located in is not occupied by another Hirer.
- Storage facilities are to be locked by the Hirer when not being accessed.
- Storage facilities are to be left clean and tidy at the conclusion of the Hire Period.
- The Key Bond will be refunded to the Hirer within fourteen business days after return of the key, on the Centre Manager's approval of satisfactory adherence to the Conditions of Hire.
- The Key Bond will be forfeited should the key be lost or damaged by the Hirer.
- The Hirer shall pay on demand any costs associated with replacement of keys, locks, repairs to the storage facility required as a consequence of the Hirer or the Hirer's participants' actions.

19. Animals

- No pets or animals are allowed on the premises, with the exception of Guide Dogs and Pets As Therapy Dogs.

20. Equipment

- The Hirer is required to ensure that all hired equipment and / or furniture is left cleaned and undamaged at the end of the Hire Period.
- Any damaged furniture and/or equipment identified by the Hirer at the start of the Hire Period must be reported to The Place staff immediately. Hirers not reporting damage or faults will be held responsible for the cost of the repair of the items.
- The Hirer is responsible for ensuring any kitchenware used, including plates, bowls, mugs, glasses, and cutlery are washed and dried and put away at the end of the Hire Period. The Place can arrange washing up services for bookings as requested when practical, for an additional fee.
- The Hirer is responsible for ensuring they understand how to use the hired equipment prior to the commencement of the Hire Period. Any training required prior to the Hire Period must be pre-booked with The Place staff. A fee may apply.
- Where practical, and if pre-arranged, The Place staff may be engaged by the Hirer to assist with audio-visual equipment during the Hire Period, at the Hirer's expense.
- If the Hirer or the Hirer's participants intend to use any electrical appliance brought into The Place during the Hire Period, then the Hirer must ensure the electrical appliance is in good working order, is undamaged, and is safe for use. The Hirer must notify The Place that they intend to bring an electrical appliance onto the premises for use at The Place at the time of making their booking. The Place reserves the right to:

- sight any electrical appliance brought into The Place prior to any use of the appliance at The Place
- request any electrical appliance intended for use at The Place be tagged and tested by a licenced electrician prior to any use of the appliance at The Place
- deny the use of any electrical appliance brought into The Place should the appliance be deemed to be in poor working order, be damaged, or unsafe for use.

21. Function Coordination

- Hire of the rooms and facilities at The Place does not include the management and co-ordination of functions and events. Hirers are responsible for the organisation and co-ordination of all details regarding the Hirer's functions and hire of The Place, other than in exceptional circumstances.
- In the exception that The Place staff are required to provide management coordination services, an hourly staffing fee will be charged to the Hirer.
- In the exception of events involving the service of alcohol, a member of The Place staff holding a Responsible Service of Alcohol (RSA) certificate is required to be engaged by the Hirer to supervise alcohol service, and an hourly staffing fee will be charged to the Hirer.

22. Access / Set-Up / Pack-Up

- The Hirer may have access to The Place within the Hirer's booked Hire Period only. Consideration must be shown to other users of The Place at all times.
- Observation of the booked Hire Period is important to avoid clashes between the various Hirers who use The Place premises. Set up and pack up time must be allowed for within the booked Hire Period.
- Extension of the booked Hire Period can be arranged if the preferred room is available, at the hirer's expense. Extensions must be coordinated with The Place staff during reception hours (8:30am – 5pm Monday to Friday, with the exception of public holidays and scheduled closures).
- The hired area at The Place must be vacated on or before the agreed time.
- The Place can arrange the set-up and pack-up of chairs, tables and other equipment for bookings as requested when practical, for an additional fee, Monday to Friday 8.30am-5pm.
- The Place can arrange the set-up and pack-up of available games equipment for bookings as requested when practical, for an additional fee, Monday to Friday 8.30am-5pm.
- The Hirer is responsible for set-up and pack-up requirements for unique functions such as markets, weddings or parties. If requested, The Place can assist with function set-up and pack-up when practical, for an additional fee.
- The Hirer may request access to The Place prior to the booked Hire Period for set-up requirements for unique functions such as markets, weddings or parties. The Place will grant access at the Centre Manager's discretion, subject to availability, and for an additional fee.

23. Marketing and Promotion

- Hire of the rooms and facilities at The Place does not include the marketing and promotion of the Hirer's activities or company. The Place has no obligation to provide these services to Hirers.
- Marketing and promotion assistance can be requested by the Hirer, and may be provided by The Place where practical, at the discretion of the Centre Manager and for an associated fee.
- Hirer's may be invited by The Place to participate in marketing and promotional opportunities; however, The Place has no obligation to provide such invitations or opportunities.
- Should The Place invite the Hirer to participate in marketing and promotional opportunities, any associated fees will be disclosed to the Hirer at the time of invitation.

24. Uncollected Goods

- All items of property owned by the Hirer must be removed from The Place on or before the end of the Hire Period, unless special arrangements have been agreed to in writing by The Place staff.
- Any goods left on the premises after the Hire Period may be removed and disposed of at the discretion of The Place, without compensation to the Hirer, owner or person responsible.

25. Prohibited Items

- Food and drink of any kind are not permitted in the Computer Room.
- The Hirer is not permitted to bring into or use the following items within The Place:
 - Any type of firework or flammable substances;
 - Any chemical substance deemed toxic or dangerous;
 - Any knives or other weapons;
 - Any alcohol, unless written permission is obtained from The Place and the Conditions of Hire are adhered to;
 - Any illegal substances including any illegal drugs;
 - Smoke Machines.

26. Indemnity

- The Hirer indemnifies and releases The Place against all loss, cost and expense and any action, claim or demand suffered by The Place relating to any death of or injury to any person or damage to or loss of property in respect of:
 - the use of The Place by the Hirer or person at The Place during the period of hire and
 - any breach of this Agreement by the Hirer or such person except where such loss, cost or expense is caused by The Place or its representatives.
- The Hirer accepts full responsibility for anything that occurs within the hired spaces at The Place during the period of hire due to the Hirer or the Hirer's participants' activities.
- The Hirer accepts full responsibility for damage or injury to third parties as a result of an act or omission or wilful misconduct by the Hirer or the Hirer's participants within The Place during the period of hire.
- If the Venue Hire Agreement is cancelled neither party will be liable to the other except for breaches of the Agreement that have occurred prior to such cancellation.
- The Place takes no responsibility for property or equipment owned by the Hirer or the Hirer's participants.
- The Hirer accepts full responsibility for any loss or damage to any personal property (including money, jewellery and credit cards) and property on hire or loan, which is on or in The Place in connection with or because of the Hirer's or the Hirer's participants' activities.
- The Hirer must turn off all water taps, electrical equipment, and lighting and secure all doors before vacating The Place at the end of the Hire Period (day or night as the case may be) unless otherwise advised.
- The Hirer must only use premises for lawful purposes.
- The Hirer acknowledges that the Hirer has satisfied him/herself that The Place is suitable for the Hirer's purposes and The Place does not warrant that the premises is suitable for the Hirer's purposes.
- The Hirer acknowledges that he/she has read these Conditions and agrees to abide by them.
- The Hirer warrants that the information supplied to The Place is true and correct.
- If the Hirer signs the 'Venue Hire Application' form on behalf of an incorporated body, the Hirer warrants that he/she is properly authorized by that body to enter into the Venue Hire Agreement.

- Unless the context admits otherwise, in the Conditions set out in this document and in the 'Venue Hire Application' form, words of singular number also include the plural number, and each gender includes the other genders.
- The person who has signed the 'Venue Hire Application' form on behalf of The Place is duly authorised by The Place to do so, and is also authorised by The Place to take any action he or she thinks appropriate in the circumstances including making a demand of the Hirer or the cancellation or termination of the Venue Hire Agreement for any breach of a term, provision or condition of the Agreement.

27. Breach of Conditions

- The Place reserves the right unto itself to decline any application for hire or to terminate any Venue Hire Agreement at any time for any breach of the Conditions set out in this document.
- Any breach of the Conditions set out in this document entitles the Board or Centre Manager of The Place to terminate the Venue Hire Agreement and to require the immediate vacating of the hired area at The Place.
- Failure to comply with the Conditions set out in this document will be regarded as a breach of the Venue Hire Agreement, giving The Place the right to sue for the recovery of any amount due and / or to cancel all or any such future booking.
- The Board or Centre Manager of The Place shall be entitled to deduct the whole or any part of the Venue Bond or Key Bond to remedy any breach of the Venue Hire Agreement and demand from the Hirer any balance owing to it on behalf of The Place, if the bonds are insufficient to meet the cost of remedy.
- The Board or Centre Manager of The Place shall be entitled to recover from the Hirer the cost of remedying or rectifying any breach of the Venue Hire Agreement including any legal and / or court costs associated with such recovery.