

**DOCUMENT B**

**BOWEN STREET COMMUNITY CENTRE**

**HIRE TERMS AND CONDITIONS**

1. **Grant of Licence**

In consideration of the Hirer paying the Hire Fee to the Community Centre, the Community Centre grants to the Hirer a licence to use the Hired Area on the Booking Date during the Booking Times subject to the terms and conditions of this Agreement.

1. **Bond and/or Deposit / Responsibilities of the Hirer**

**2.1.** The Hirer must pay the Bond and the Deposit (if applicable) to the Community Centre before the Booking Date.

**2.2.** The Hirer acknowledges the responsibility for the cost of repairing or replacing any equipment belonging to the Centre and noted on the attached checklist (if applicable) that is missing or damaged during the Hirer’s use of BSCC premises. Reimbursement for any alarm violations (call outs by alarm company) will be the responsibility of the Hirer.

**2.3.** The Hirer is responsible for setting up and packing up of all equipment and restoring the premises to its original state. Any time spent performing this task on behalf of the Hirer will be charged at $50.00 per hour.

**3. Use of Hired Area**

**3.1.** The Hirer must only use the Hired Area for the Purpose specified in the Hire Details.

**3.2**. The Hirer must only use the Hired Area on the Booking Date(s) and during the Booking Times specified in the Hire Details.

**3.3.** The Hirer must not damage any part of the Hired Area, or allow any other person to do so.

**3.4.** The Hirer must not permit any person to smoke in the Hired Area.

**3.5.** The Hirer must not sell any alcohol or allow any alcohol to be consumed in the Hired Area unless a valid liquor licence has been obtained, and the prior written consent of the Community Centre has been obtained.

**4. Termination**

**4.1.** The Community Centre may terminate this Agreement at any time. Upon termination the Community Centre will repay to the Hirer any Hire Fee which has not yet passed.

**4.2.** The Hirer may only terminate this Agreement in accordance with the procedure outlined in the Cancellation section of the Hire Details. The Hirer is responsible for paying the fees specified (if any) in the Cancellation section to termination.

**5. Insurance**

**5.1.** If the Hirer is a business, or is using the Hired Area for revenue raising, sporting uses or a similar purpose, the Hirer must maintain insurance for public liability in the amount of $10 million concerning one single event (or such greater sum as reasonably required by the Community Centre).

**5.2.** If the Hirer is a private or personal hirer:

**5.2.1.** The Hirer must pay the Insurance Fee; and

**5.2.2.** The Hirer must ensure that any third party accessing the Hired Area has effected the insurance described in clause 5.1.

**6. Compliance with occupational health and safety laws**

**6.1.** The Hirer must comply with the *Occupational Health and Safety Act 2004* (Vic) and any other occupational health and safety law, regulation or by-law- that applies to the Hirer`s use of the Hired Area.

**6.2.** The Hirer must not cause the Community Centre to be in breach of the *Occupational Health and Safety Act 2004* (Vic) through the Hirer`s acts or omissions.

**6.3.** The Hirer must notify the Community Centre if it becomes aware of the existence of a potential health and safety issue in relation to the Hired Act.

**7. Indemnity**

**7.1.** The Hirer indemnifies the Community Centre against all claims, demands, actions, loss of liability in connection with the Hirer`s hire and use of the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

**7.2.** The Hirer indemnifies the Community Centre against all claims, demands, actions, loss and liability in connection with any third party accessing the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

**8. Disclaimer**

**8.1.** The Hirer hires and uses the Hired Area at the Hirer`s own risk, and releases the Community Centre from all claims, liability and loss in connection with the Hirer`s hire and use of the Hired area.

**8.2.** The Hirer agrees and acknowledges that the Community Centre makes no warranty or representation to the hirer about the condition of the Hired Area, or its suitability for the Hirer`s purpose.

**9. Prior to date of Hire:**

**9.1** Your booking is confirmed on payment. For ongoing Hirers invoices will be issued.

**9.2** Complete all necessary documentation including insurance and licenses (where applicable).

**9.3** Total hire time must include any time to set-up/pack-up and clean. Hirers are unable to access to the Community Centre until commencement of the period of hire and may not use the Centre at any times other than the agreed times.

**9.4** Confirm hire agreement dates with full payment and advise details for the bond with Centre staff.

**9.5** Features such as audio-visual, air-conditioning/heating, location of chairs/tables, cleaning equipment and after-hours access will also be explained.

**9.6** **Cancellation Policy**:

 Should the hirer wish to cancel the permanent booking, 4 weeks written notice is required.

In the event that the Hirer cancels the permanent booking (in writing and giving at least 4 weeks’ notice), the payment will be repaid in full less a $40 administration charge.

If less than four weeks’ notice is given, the payment made by the Hirer will be forfeited.

**Amendments to confirmed bookings will only be accepted in writing.**

In the case of seasonal or regular bookings, no alterations to permanent accounts will be considered where a confirmed booking is amended less than fourteen (14) days prior to the date the change is to be effected.

**9.7** Fees will be invoiced on a quarterly basis and are payable in full prior to the commencement of the quarter. Invoices to be paid in full by the due date or a late fee of $20.00 per week (or part thereof) will apply.

Facilities will not be made available for use until payment is received in full.

**9.8** A key deposit of $50.00 will be required. The deposit will be forfeited if the key is lost and an additional key will not be issued until an additional deposit is paid.

 Key must be returned and signed for once contract is terminated. **9.9** No room hire will be availableduringChristmas/New Year period from late

December to late January (following year), as the Centre is closed for cleaning and maintenance.

**10. On date of hire:**

**10.1** A reminder that smoking is not permitted in any area of the Community Centre and grounds.

**10.2** Hire of the Community Centre includes your specific room and use of the shared break out area, which has tea and coffee making facilities. The centre has a small amount of crockery and cutlery. Please provide any extra items that you may need including tea/coffee/milk etc. All rubbish is to be taken away and dirty kitchenware is to be placed in the dishwasher. Note: the shared break out area is not to be used as a meeting space as it is an area used by all centre users.

**11. On leaving the Centre:**

**11.1** Please vacate the premises promptly at the end of your hire time.

**11.2** All furniture must be returned to its original position (i.e. leave the Centre how you found it), and the room, toilets and break out space must be left clean and tidy. Mop or sweep the floor if necessary. Cleaning equipment such as mop, broom, brush and pan can be found in the Cleaners cupboard next to the adult toilet.

**11.3** Remove any excess rubbish. No rubbish is to be disposed of in the Community Centre bins or neighbouring traders or properties as this has repercussions for the Centre.

**11.4** On the completion of your session please ensure that you have turned off the air-conditioning, closed the windows, turned off lights and shut the room door. Ensure that the Community Centre`s rear door has closed securely.

**12. In the event of an Emergency:**

**12.1** The Community Centre has an automatic smoke/fire detector system. Smoke detectors are fitted in each room including the toilets and the shared break-out area.

**12.2** Any activation of a smoke alarm will trigger a full evacuation of the building and an automatic visit from the Metropolitan Fire and Emergency services. The Hirer will be responsible for the call out fee.

**12.3** Smoking, candle burning or use of incense is not permitted at any time.

**12.4** If using the demonstration kitchen, cooking should be not left unattended at any time and the range hood be turned on.

The Hirer is responsible for ensuring adequate procedures are followed in the event of an emergency.

**12.5** Depending on the situation:

 a. Contact Emergency Services – Dial 000 for Emergency Response Services.

The address is: Bowen Street Community Centre, 102 Bowen Street, Camberwell, 3124

b. Assist any person in immediate danger, if safe to do so. Administer First Aid as appropriate. First Aid kits can be identified in areas with the following sign:



A Defibrillator is located in the front foyer to the right of the classroom door.

 c. If an emergency occurs during office hours (Monday-Friday 9am – 2.30pm), alert Office Staff.

 d. If evacuation of the building is necessary conduct an emergency evacuation using the nearest exit. An evacuation plan is displayed on the Community Centre walls, and a document is also attached.

e. The City of Boroondara has an after-hours standby service to deal with any emergency issues related to council building or surrounds after-hours and on weekends. Please phone 9278 4444 Council.

**13. Child Safe Organisation**

Bowen Street Community Centre is a child safe organisation and is committed to promoting and protecting the interests and safety of children. All groups and organisations who hire our rooms are to comply with the requirements of the Commissions for Children and Young People Act 2012 and to have implemented/be implementing the Child Safe Standards if required to do so. For further information visit <http://www.ccyp.vic.gov.au/child-safe-standards/>.

**We advise that you keep this document for reference during your hire.**

|  |
| --- |
| **Bowen Street Community Centre**102 Bowen Street, Camberwell 3124Office Hours: 9am – 3pm Mon to Fri (excluding public holidays)Phone: 9889 0791 Email: info@bowenstreet.org.auWebsite: ww.bowenstreet.org.au |