

# Venue Hire

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### CONDITIONS OF HIRE

#### 1 Agreement to the contract

- 1.1 Northside Community Service reserves the right to decline a request for the hire of any of the venues.
- 1.2 Hirers are personally responsible for ensuring that no breaches of the law takes place or this hire agreement at any of the Northside Community Service (Northside) venues.
- 1.3 Sub-letting or transfer of the booking, or a part thereof, is not allowed under any circumstances.
- 1.4 Purpose of hire: The venues are available for regular and casual hire by community groups, organisations including not for profit and the general public for private events. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other venues or residents of the community.
- 1.5 Age Restrictions: Northside do not allow events (birthdays, graduations etc.) for ages between 12-30 years. False information provided on a 'Venue Hire Application Form' and/or non-compliance of age restrictions will result in the person signing the declaration on the hire form being charged an additional \$540.00 (*refer to 24. Schedule of Additional Charges, Item 1*).
- 1.6 Restrictions to numbers attending:
  - 1.6.1 An estimate of the numbers of guests attending must be included on the 'Venue Hire Application Form'. If the number of guests attending is in excess of the number of guests included on the application form, a fee may be charged (*refer to 24. Schedule of Additional Charges, Item 2*).
  - 1.6.2 Maximum capacity compliance: To satisfy fire and/or other regulations the maximum capacity for each venue is declared on the application. Strict adherence to this capacity must be maintained. If this term is breached, a fee may be charged (*refer to 24. Schedule of Additional Charges, Item 3 and Item 17*).
- 1.7 Times of hire: Venues are available for hire from 8am to 9pm. The period of hire shall commence and conclude strictly at the agreed times nominated on the 'Venue Hire Application Form'. The set up and clean up time must be included in the times of hire. The venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance (*refer to 24. Schedule of Additional Charges, Item 8*).
- 1.8 Days of hire: Venues are available for hire seven days a week. No casual or regular hire will be available during the Northside Christmas shut down period.
- 1.9 Vacation of venue: No bookings can be accepted past 9pm. Venues must be vacated no later than 9pm.
- 1.10 All venue hires will be subject to a minimum hire fee and/or minimum hire time of 3 hours.

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### 2 Application for hire and confirmation of booking

- 2.1 Once a completed 'Venue Hire Application Form' along with required documents are received, Northside will confirm the tentative booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us via email or on (02) 6171 8000.
- 2.2 The person completing the 'Venue Hire Application Form' and signing the venue hire agreement on the form must provide a copy of their drivers licence or other photographic ID including the current address when submitting their 'Venue Hire Application Form'.

### 3 Hire fees and payment arrangement

- 3.1 Fees are reviewed annually and are subject to change on 1<sup>st</sup> January each year.
- 3.2 If an organisation is eligible for a discounted rate based on Not-For-Profit (NFP) organisation status, an ATO Certificate must be submitted with the 'Venue Hire Application Form'.
- 3.3 Regular Hirers:
  - 3.3.1 Hire charges will be calculated and invoiced one month in advance.
  - 3.3.2 Payment arrangement: Payments are to be made by direct debit via Ezidebit Australia from the nominated bank account, electronic funds transfer or by credit card (Visa or MasterCard) only.
  - 3.3.3 Direct debit defaults and dishonoured payments:
    - Each dishonored payment will incur a fee from Ezidebit of \$9.90 and from Northside a dishonoured payment fee of \$25.00. This fee will be charged and *included* on the following months invoice (*refer to 24. Schedule of Additional Charges, Item 4*).
    - If a payment is dishonoured, Northside will contact the hirer to arrange an alternative method of payment. If the payment is not paid within the agreed time frame, all future hire bookings will be cancelled by Northside

### 4 Casual hirers:

- 4.1 All casual hire will incur a casual booking surcharge:
  - 4.1.1 Casual Booking Surcharge – Friday/Saturday/Sunday and Public Holidays: Casual hire sessions booked between 8:00am Friday to 9:00 pm Sunday or on public holidays will incur the Casual Booking Surcharge. This surcharge is in addition to the hourly rate charged for each venue (*refer to the 'Venue Hire Application Form' for the current hourly rates*).

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4.1.2 Casual Booking Surcharge – Monday to Thursday: Casual hire sessions booked between 8:00am Monday to 9:00 pm Thursday will incur a Casual Booking Surcharge.

4.1.3 The surcharge is in addition to the hourly rate charged for each venue (*refer to the 'Venue Hire Application Form' for the current hourly rates*).

4.2 Upon confirmation of the booking, invoices will be emailed to the hirer.

4.3 Full hire charges and the Bond amount must be paid within seven (7) days of receiving the invoice. If full payment is not received within the specified time frame, the booking will be cancelled and cancellation fees will be applied (*refer to 7. Cancellation of booking*).

4.4 Keys to the venues will not be issued unless the hire charges are paid in full. A date and time will be provided in the confirmation email advising when to collect the keys.

### 5 Bond

5.1 The Bond amount of \$540.00 is required for each venue hire and needs to be paid along with venue hire fee prior to booking is confirmed.

5.2 The Bond amount will be held until the conclusion of the hiring period. The bond refund will be processed within 14 days of hire, provided all conditions of the terms of conditions are met.

5.3 The Bond will be retained by Northside where all terms and conditions have not been met.

### 6 Cancellation of booking

#### 6.1 Cancellation by Hirer

6.1.1 Northside requires a minimum of 30 days written notice (email acceptable) to cancel any booking and;

- Cancellations received with less than 30 days' notice of the intended date of hire, will incur 100% of the hire charges.
- Cancellations received with greater than 30 days' notice will incur a charge equivalent to 25% of the hire charge. This is applicable to casual hirers.

#### 6.2 Cancellation by Northside

Northside reserves the right to refuse or cancel any booking and is not liable for any loss of damages suffered as a consequence.

##### 6.2.1 Cancellation with notice:

Northside reserves the right to cancel any booking at own discretion with prior notice to hirers. A full refund of application hire fees will apply.

##### 6.2.2 Cancellation without notice:

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- An emergency or if the facility is deemed unsafe: A full refund of applicable hire fees will apply.
- The hirer fails to abide by the terms and conditions: Northside may retain the Bond in full.
- Northside become aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, and inappropriate for the venue, prohibited by law, or would be of detriment to Northside, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by Northside.

### 7 Key collection and return

- 7.1 Regular hirers: keys will be issued to regular hirers for the duration of their regular hire period and must be returned at the end of the regular hire period.
- 7.2 Casual hirers: keys must be collected from Northside, 2 Rosevear Place, Dickson ACT, between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys must be collected on the Thursday prior to the hire.
- 7.3 If the hirer fails to collect the key(s) to the hire venue from Northside prior to their hire session, the hire session will be cancelled by Northside and cancellation charges will apply as per 6. Cancellation of booking.
- 7.4 Keys must be returned to the Northside main office, 2 Rosevear Place Dickson, within one (1) working day following the conclusion of the hiring period, between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys must be returned on the Monday following the hire. There is NO AFTER HOURS key collection or drop off service available at any venue.
- 7.5 If keys are not returned on time a fee will be deducted from the bond (*refer to 24. Schedule of Additional Charges, Item 5*).

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### 8 Access to venue

- 8.1 Premises may only be occupied during the times specified in the 'Venue Hire Application Form'. If the hirer occupies the hire venue either before or after the agreed hire time noted on their application form, additional hire time will be charged accordingly (*refer to 24. Schedule of Additional Charges, Item 7*).
- 8.2 Set up and cleaning/pack up time must be included within the entry time and exit time stated on the 'Venue Hire Application Form'.
- 8.3 All goods and equipment provided by the hirer (including music equipment, jukeboxes, decorations, leftover food/drink etc.) must be removed from the premises within the hire time period or additional charges will apply (*refer to 24. Schedule of Additional Charges; Item 8*).

### 9 Storage facilities for regular hirers

- 9.1 If a regular hirer requires storage, a request may be submitted on the 'Venue Hire Application Form'. There is limited storage available and storage may not be available to all regular hirers. Where available, a storage facility and key will be made available to the hirer.
- 9.2 Storage fees are charged monthly via invoice as per the charges outlined on the 'Venue Hire Application Form'.
- 9.3 Items stored are the responsibility of the hirer and do so at their own risk and are not covered by Northside's insurance policy. The hirer must not store any illegal, highly flammable or dangerous goods.
- 9.4 Hirers are not permitted to provide their own storage cupboards and locks unless written permission is granted by Northside.

### 10 Public liability insurance

- 10.1 All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event. Please note:

10.1.1 A Public Event is an event which is:

- Open to 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 (eg Tupperware party)

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10.1.2 A Private Event: is an event which is;

- By invitations only. For example a birthday party.
- Private events would be adequately covered by Northside's public liability insurance.
- \$1,000 excess is payable in the event of any public liability insurance claim made by hirers.

## OBLIGATIONS DURING HIRE

### 11 General obligations

- 11.1 Personal belongings / food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer (eg. Jukebox) must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment. If this term is breached, a fee may be charged and deducted from the bond (*refer to 24. Schedule of Additional Charges, Item 8*).
- 11.2 The hirer must allow un-restricted access to the venue at any time by Northside staff or representative on official business, attending due to an emergency call out, security officers or emergency services officers.

### 12 Cleaning, setting up and packing up

- 12.1 All of the following is required within the agreed period of hire:
- 12.1.1 The premises must be left in a clean and tidy condition with floors swept and mopped and the kitchen cleaned and all items removed from the fridge and/or freezer. If this term is breached, a fee may be charged and deducted from the bond (*refer to 24. Schedule of Additional Charges, Item 9*).
- 12.1.2 Set up and pack up time for furniture and decorations (and delivery of any food and beverages) must be included within the hire session time. The hirer is responsible for the set up and pack up of furniture required by the hirer. If this term is breached, a fee may be charged and deducted from the bond (*refer to 24. Schedule of Additional Charges, Item 10*).
- 12.1.3 The hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish hoppers provided and not left in the rubbish bins inside the premises. If this term is breached, a fee may be charged (*refer to 24. Schedule of Additional Charges, Item 11*).
- 12.1.4 Due to the current situation with Covid-19, all bookings will incur a Covid cleaning surcharge (*refer to 24. Schedule of Additional Charges, Item 21*)



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### 13 Decorations and advertising

- 13.1 The use of decorations is permitted on the condition they do not damage or mark any part of the building. Extreme care should be taken to ensure decorations do not present a fire hazard.
- 13.2 Handbills, posters and other advertising materials are not permitted within or outside any venues without the written consent of Northside.
- 13.3 If decorations are not removed, or should damage from decorations be caused, the cost of removal and cost of repairs will be deducted (*refer to 24. Schedule of Additional Charges, Item 13*).
- 13.4 Glitter, party-poppers and smoke machines are not permitted.
- 13.5 Personal events, gatherings and/or parties must not be advertised on Facebook or other media.

### 14 Restrictions to numbers

- 14.1 To satisfy fire and/or other relevant regulations the maximum capacity for each venue is declared on the application. Strict adherence to this capacity must be maintained. If this term is breached, a fee and fines may be charged (*refer to 24. Schedule of Additional Charges, Item 3 and Item 17*).

### 15 Fires: are strictly prohibited.

### 16 Smoking and alcohol

- 16.1 Smoking: including the use of an e-cigarette, it NOT permitted.
- 16.2 Alcohol consumption is NOT permitted.

### 17 Noise

- 17.1 All venues are in a residential area and hirers are required to respect the Noise Thresholds in the area. Complaints received by Northside from nearby residents for noise disturbances will incur an additional fee (*refer to 24. Schedule of Additional Charges, Item 14*).
- 17.2 Excessive noise could incur an infringement/fine of up to \$1,000.00 for which the hirer is liable. If this term is breached, the hirer will be invoiced and charged for the cost of the infringement (*refer to 24. Schedule of Additional Charges, Item 15*).

### 18 Damage to property or premises

- 18.1 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venues. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.

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- 18.2 Any damage that occurs to the premises during the time of hire must be reported to Northside as soon as possible (refer to 22. *Emergency call-out*).
- 18.3 For any damage incurred by the hirer or one of their invited guests, the cost of repairs arranged by Northside plus an additional clean up and administration fee will be deducted from the bond (refer to 24. *Schedule of Additional Charges, Item 16*).

### 19 Security and safety

- 19.1 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are responsible for the behaviour of attendees at their event at the Northside hired venue.
- 19.2 The hirer is responsible for the conduct of all attendees and children are to be adequately supervised by an adult at all times. The costs incurred for any damage caused by any person in attendance during the hire period will be the responsibility of the hirer
- 19.3 The hirer must allow un-restricted access to the venue at any time by Northside staff on official business, security officers or emergency officers.

### 20 Emergency call-out

- 20.1 Northside does not operate after hours or on weekends. Keys must be collected during business hours, as there is no after-hours customer service available and the emergency number does not cater for this.
- 20.2 An emergency on call phone number will be provided for the hirer to contact in case of emergency. Emergencies are classified as:
  - 20.2.1 hirer cannot gain access to the premises (eg. key won't work or door lock broken)
  - 20.2.2 property or building damage which requires immediate repairs (eg. window broken and needs immediate repairs to be arranged).
- 20.3 Emergency call out fee requiring attendance:
  - 20.3.1 Applicable if an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required. In the case where the call out was not the fault of Northside and/or the venue hire equipment/structure is not faulty, the hirer will be charged an attendance fee for on-site assistance (refer to 24. *Schedule of Additional Charges, Item 18*).

### 21 Fire or Police contacted

- 21.1 Extreme Emergencies: In case of fire at premises or if Police are required to attend event, Hirers must phone 000 as first point of contact.
- 21.2 Hirers are responsible for bearing the full cost in the case of a false alarm relating to a fire, police or a security call out (refer to 24. *Schedule of Additional Charges, Item 17*).

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### OBLIGATIONS AFTER HIRE

#### 22 Cleaning and packing up

- 22.1 It is the responsibility of the hirer to ensure the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
- 22.2 If the cleaning is not to a suitable standard, the cost of engaging cleaners will be deducted from the bond (*refer to 24. Schedule of Additional Charges*).
- 22.3 At the end of the hire, hirers must ensure all items identified in point 23. *Hirer's checklist* have been completed.

#### 23 Hirer's Checklist (not limited to)

- a. All tables and chairs have been wiped down and stacked/stored in original position.
- b. All decorations have been removed (including balloons, tape and adhesives..etc)
- c. Any cooking equipment used has been washed and returned to storage.
- d. Toilets have been left in a reasonable state and tidied of excessive rubbish.
- e. All floors have been swept and mopped.
- f. All rubbish has been placed in external rubbish hopper bins to capacity only or removed from the premises.
- g. All additional items belonging to the hirer are removed from the venue (including food and drinks...etc). Hirers are not permitted to access the venue the following day.
- h. All heating/air-conditioning have been turned off. Failure to turn off air conditioners/heating at completion of hire will breach the terms and conditions.
- i. All windows are closed.
- j. All lights are turned off.
- k. All doors are locked and secure.
- l. Keys must be returned to Northside, 2 Rosevear Place, Dickson, on the first working day following the hire between the hours of 9:00am and 4:00pm.

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### FEES

#### 24 Schedule of additional charges:

- 24.1 In the event of any of the circumstances listed in the Schedule of Additional Charges, the hirer agrees to the bond being utilised for the associated costs or fee incurred to a maximum of \$540.00. Where applicable, hirers may be charged for more than one item.
- 24.2 If the total of additional charges is in excess of \$540.00, the hirer will be forwarded an invoice for the excess.

Schedule of Additional Charges		
ITEM	ITEM DESCRIPTION	CHARGE INCURRED
1	Reference 1. Agreement to the contract; 1.2 Age restrictions: Non-compliance of age restrictions	\$540.00
2	Reference 1. Agreement to the contract; 1.3 Restrictions to numbers attending: Non-compliance of numbers in attendance.	\$540.00
3	Reference 1. Agreement to the contract; 1.4 Restrictions to numbers attending: Non-compliance of maximum capacity of the hire venue in line with fire regulations.	\$540.00
4	Reference 3. Hire fees and payment arrangements; 3.3.3 Direct debit defaults and dishonoured payments: Each dishonoured payment will incur a fee from Ezidebit of \$9.90 and from Northside a fee of \$25.00.	Ezidebit Fee \$9.90 PLUS Northside dishonoured payment fee \$25.00
5	Reference 7. Key collection and return: Non-return of key(s) issued to hirer (includes initial key issued and any additional keys issued if original is lost)	\$110.00
6	Reference 7. Key collection and return; Replacement key: Loss of keys resulting in a call to the Northside emergency number and on site attendance to deliver and issue a replacement key.	\$120.00
7	Reference 8. Access to venue: Additional occupation of premises if hirer uses premises before or after agreed time of hire. Additional hire time will be charged according to additional hire time used.	\$cost of additional hire time PLUS admin fee \$25.00
8	Reference 11. General obligations; 11.1 Personal belongings / food items: Hirer's personal items or hired equipment left at premises outside of agreed hire period	\$165.00
9	Reference 12. Cleaning, setting up and packing up: Additional cleaning of venue if venue is not left in clean condition.	\$165.00 per hour
10	Reference 12. Cleaning, setting up and packing up: Chairs / Tables not cleaned and/or packed away in correct area	\$120.00
11	Reference 12. Cleaning, setting up and packing up: Rubbish not placed in bin hoppers provided and/or any excessive rubbish that does not fit in hoppers is not removed	\$120.00

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Schedule of Additional Charges continued		
ITEM	ITEM DESCRIPTION	CHARGE INCURRED
12	Reference 12. Cleaning, setting up and packing up: Failure to remove cigarette butts and broken/empty bottles from surrounding outside areas	\$130.00
13	Reference 13. Decorations and advertising; 13.3 : Decorations or parts thereof left at premises	\$120.00
14	Reference 17. Noise; 17.1 Complaints received by Northside from nearby residents for noise disturbances	\$110.00
15	Reference 17. Noise: Fine incurred for excessive noise as per EPA 1997	\$cost of infringement
16	Reference 18. Damage to property or premises: Damage caused during the hire session as outlined, but not limited to: <ul style="list-style-type: none"> <li>▪ Broken window / glass</li> <li>▪ Damage to flooring</li> <li>▪ Damage to venue property / premises</li> </ul>	\$repairs as arranged by Northside PLUS clean up fee \$165.00
17	Reference 14. Restrictions to numbers: Activities by hirers or attendees at hire session which requires the attendance of any Emergency Services including ACT Police and/or Fire Brigade. Hirers are responsible for cost of infringement for non-compliance of maximum room capacity.	\$cost of infringement from Emergency Services PLUS Northside fee \$220.00
18	Reference 20. Emergency call out; 20.3 Emergency call out fee requiring attendance: Where an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required, where the venue hire equipment/structure is not faulty the hirer will be charged an attendance fee for onsite assistance.	\$165.00
19	Reference 23. Hirers checklist: Air conditioning/heaters not turned off at completion of hire session	\$110.00
20	Reference 23. Hirers checklist: Removal and/or failure to return any Northside property, furniture or equipment including remote controls. Northside will report all items of theft to police and provide hirers details to the police to investigate.	\$325.00