



Eastwood Community Centre Inc
 95 Glen Osmond Road, Eastwood SA 5064
 Tel: 08 8373 2225
 Email: eastwood@eastwood.asn.au
 Web: www.eastwood.asn.au
 ABN: 67 607 978 026

HIRE AGREEMENT 2020

NAME OF ORGANISATION/GROUP			
REPRESENTATIVE NAME			
Address			
		Postcode	
Telephone		Email	

PURPOSE OF HIRE

AREAS REQUIRED	<input type="checkbox"/> HALL	<input type="checkbox"/> SITTING	<input type="checkbox"/> SEMINAR
	<input type="checkbox"/> KITCHEN	<input type="checkbox"/> OUTDOOR GARDEN	<input type="checkbox"/> BBQ

N.B. Foyers, hallways and toilets are common access areas and routes, therefore are not deemed hireable spaces.

PURPOSE	
DATE/S REQUIRED	

Please choose your date/s carefully as repeated booking changes will incur an administration fee.

START TIME		FINISH TIME	
NO. ATTENDING		<i>(Must not exceed capacity due to fire regulations.)</i>	

Maximum room capacity: Hall – 100 persons; Seminar Room – 20 persons; Sitting Room – 40 persons

OFFICE USE ONLY

DEPOSIT TO BE PAID UPON BOOKING - BOND RETURNED WITHIN 14 DAYS

INVOICE NO		<input type="checkbox"/> CHEQUE	<input type="checkbox"/> EFT	<input type="checkbox"/> CASH
FEE		DATE PAID		RECEIPT NO
BOND		DATE PAID		RECEIPT NO
EQUIP HIRE				
SUBTOTAL	\$			
LESS DEPOSIT	\$			
TOTAL	\$			
BOND RETURN	\$	DATE PAID		

CANCELLATION OF BOOKING

CANCELLATION DATE		% FEE CHARGED	
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Please refer to Clause 4 in attached Conditions of Hire

APPROVED BY	
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YOUR BANK DETAILS	EASTWOOD COMMUNITY CENTRE BANK DETAILS
Account Name _____ Bank Account Number _____ BSB Number _____	BANKSA Unley Branch BSB 105-032 ACCOUNT NO 147208540



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SECURITY & OTHER

SECURITY CODE		VOICE CODE	
Key Colour		Key Collected Date	
Hall/Seminar/Sitting Rooms		Key Returned Date	
Liquor Licence Number		Date	

COMMENTS OR NOTES TO AGREEMENT

Please ensure you complete your bank details for return of bond

How did you find out about Eastwood Community Centre facility hire?

- Eastwood Website
- Halls for Hire
- Local Government website or referral
- User of the Centre
- Word of mouth

I/We:

- Confirm this booking and agree to be bound by the Conditions of Hire
- Ascertain that the information provided is true and correct
- Understand that I/We shall preview the premises and raise relevant issues prior to signing this agreement
- Understand that receipt and verification of this signed form by the Centre and invoice requesting payment of hire fees will be issued subject to terms of payment and cancellation policy of the Centre.

SIGNED _____

DATED _____

Many thanks for choosing Eastwood Community Centre as your preferred Centre for your function.



CONDITIONS OF HIRE (Please read these conditions carefully)

1. TYPE OF FUNCTION

- 1.1. All applicants must be aged 18 years or over (conditions apply).
- 1.2. All applications must be made in writing on the official application form.
- 1.3. Full details of the type of booking/function/event being held must be advised at the time of booking. This includes any anticipated noise that may hinder any other users or local residents, i.e. drumming, singing, wailing.
- 1.4. Submission does not guarantee that the booking will be approved. The Centre reserves the right to refuse or cancel bookings believed to be unsuitable or inappropriate to the venue.
- 1.5. If the venue is used for a purpose or function(s) other than specified in the Hire Agreement, the bond will be forfeited.
- 1.6. The Centre does not allow buck's/hen's night functions or 16th/18th birthday functions.
- 1.7. Hirers are required to provide all their own resources at all times. This includes catering, stationery and any other resources associated with their function.

2. BOOKINGS

- 2.1. A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
- 2.2. The person nominated on the Hire Agreement is responsible for the booking.
- 2.3. Tentative bookings will only be held for fourteen (14) days and will be cancelled should there be no confirmation during this time period.
- 2.4. Confirmation of a booking occurs when the Centre receives and verifies the completed and signed Hire Agreement.
- 2.5. Hirers must book for the total time required for their booking. This includes all setting up, packing away and cleaning times. Hirers must adhere to their booking times as hire fees are charged for actual time of usage. Hire fees are calculated according to the set hire fee schedule current at time of confirmation.
 - a) the Centre reserves the right to accept booking requests from other Hirers with only a half-hour duration between bookings;
 - b) the Hirer will be held responsible for ALL costs resulting vacating later than the agreed time, i.e.: cleaners, security; restacking of furniture etc. to ensure the next Hirer enters smoothly.

3. INVOICING

- 3.1. Upon receiving booking information, the Centre will invoice the Hirer requesting full payment of the hire fees as agreed with management and set out in the above Hire Agreement. Discount status must be advised at time of confirmation.
- 3.2. All invoices are subject to the terms of payment as outlined on the invoice (7 days).
- 3.3. All invoices must be paid in full prior to the event.
- 3.4. Eastwood Community Centre Inc Management Committee reserves the right to discontinue bookings should accounts not be paid.

4. CANCELLATIONS OF BOOKINGS BY PRIVATE HIRERS

- 4.1. Cancellation of confirmed bookings must be submitted in WRITING to the Centre as soon as possible. The Centre will calculate the cancellation charge based on the following schedule of receipt:
 - a) more than ten (10) working days' notice – 10% of the total hire fee is payable
 - b) less than ten (10) working days' notice – 50% of the total hire fee is payable
 - c) less than five (5) working days' notice – 100% of the total hire fee is payable.
- 4.2. If the hire fee has been fully paid when the Centre receives written cancellation advice, the Centre will use the above schedule 4.1 to determine if a refund is should be paid to the Hirer.
- 4.3. Where the hire fee has not been paid at the time that the Centre receives written cancellation, the Centre will advise the Hirer of the required payment calculated according to 4.1 a), b), c).

5. CANCELLATIONS OF BOOKINGS BY EASTWOOD COMMUNITY CENTRE

- 5.1. The Centre may cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe and will:
 - a) refund any amounts paid by the Hirer in relation to the booking if the Hirer is without fault.
 - b) not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.



CONDITIONS OF HIRE (Please read these conditions carefully)

6. BOND & ISSUE OF KEY

- 6.1. A bond must be paid as security against non-compliance with hire conditions.
- 6.2. A bond will only be refunded in full if there are no costs to the Centre arising from the function.
- 6.3. A bond will only be partially refunded where Centre Management needs to rectify any damage, supply additional cleaning, reorganise inappropriate stacked/stored furniture (WHS) and arrange rubbish removal, etc.
- 6.4. Where costs for the above (6.3) exceed the bond, the Hirer will be responsible for any additional expenses incurred by Centre Management due to the function. This is not negotiable.
- 6.5. Bond, if unaffected by the above, will be refunded within 14 days of the event.
- 6.6. The signed key holder will accept responsibility for provision of replacement key/s if the key/s is/are stolen or misplaced.
- 6.7. Key collection does not give authorisation for access to the venue outside the hours of hire.
- 6.8. Keys must be collected and bond monies paid two weeks prior to the function either via EFT or in the office between office hours 9.00am-4.00pm.
- 6.9. Should keys not be collected, a call-out fee will be incurred by the Hirer at a minimum rate of \$55 per visit on opening and closing the Centre.
- 6.10. Keys must be returned within 2 working days after the function and in full working order.
- 6.11. Hirers will be issue with a key once all hire requirements have been met.

7. CAR PARKING

- 7.1. There is limited parking at the Centre. Hiring of any of the facilities does not guarantee that parking will always be available either in the front or rear carpark areas.

8. SECURITY

- 8.1. Authorised persons will be allocated with a temporary Security Code at the time of issuing of a key/s. This security code is NOT to be given to any other person for opening of the Centre.
- 8.2. Hirers are only authorised to be in the Centre at the times according to their signed Hire Agreement.
- 8.3. Random inspections of the hire facilities may occur as part of the Centre and Council's after-hours security process.
- 8.4. Hirers will be charged a call-out fee (currently \$85) if the alarm is activated as a direct consequence of their negligence and a patrol has been dispatched.
- 8.5. The authorised person is responsible for securing the premises before leaving the Centre, and must:
 - a) switch off electrical appliances, lighting, and air-conditioning (excludes refrigeration unit);
 - b) lock all windows and doors;
 - c) return all furniture to correct positions.
- 8.6. An \$85 fee will be charged should the building be left unsecured and if lights/windows and air-conditioning are not properly deactivated/secured.

9. FURNITURE/CATERING/EQUIPMENT/DECORATIONS

- 9.1. Hire fees do not cover the setting up of seating, tables or hire equipment before a function. It is the Hirer's responsibility to return all furniture to the pre-hire condition. Failure to do so may result in a furniture re-stacking fee being charged.
- 9.2. Hire fees do not include the provision of linen, cutlery, crockery, cookware, glasses or refreshments. Provision for such items is the responsibility of the Hirer. Cleaning products, dishwashing liquid, dishwashing powder, and garbage bags etc. will be provided by the Centre.
- 9.3. Hirers must liaise with Centre Management regarding delivery and collection times of goods and equipment. Delivery and collection of goods must occur during the booked and prepaid hours of hire **UNLESS** an alternative arrangement has been negotiated in advance with Centre Management. (N.B. A cost may be incurred for storage of items under this agreement.)
- 9.4. The Centre accepts no responsibility for any equipment left on the premises by the Hirer.
- 9.5. Adhesive tape of all types, nails, screws or tacks must NOT be used to attach decorations to walls – only Blu Tack is permitted. **No decorations are to be attached to overhead fans, heaters (turned off) or parts thereof.**



CONDITIONS OF HIRE (Please read these conditions carefully)

10. MUSIC AND NOISE

- 10.1. On Friday and Saturday nights, music and noise must cease at midnight.
- 10.2. Hirers should ensure that guests leave the premises quietly by 1.00am. This is to allow time for cleaning and packing of Hirer's goods so as the premises can be vacated by 2.00am.
- 10.3. The volume of noise must be controlled in the interests of nearby residents, and must cease no later than 12midnight. The volume of music played shall be no greater than that allowed by the *Environment Protection Act 1993 and the Environment Protection (Noise) Policy 2007*.
- 10.4. Failure to comply may result in part or all of the bond being forfeited if a complaint has been received.
- 10.5. Any attendance by SA Police Department or Fire Service will result in the whole bond being forfeited.

11. ALCOHOL CONSUMPTION

- 11.1. Hirers should seek individual advice regarding liquor licence requirements from Consumer and Business Services, GPO Box 2169, Adelaide SA 5001, Tel 131 882, or website www.olgc.sa.gov.au. Where applicable, the Hirer must present a copy of the Liquor Licence with the above hire application to Eastwood Community Centre Inc before a key will be provided.

12. CLEANING

- 12.1. The hired area must be cleaned and tidied to the pre-hire condition before vacating the building, with all furniture stacked or restored to its original position unless otherwise indicated. The Hirer must ensure that soiled floors are swept, mopped (kitchen only) or vacuumed accordingly and all tables should be wiped clean.
- 12.2. Rubbish must be placed in plastic bags and deposited in the bins (recycling labelled) situated outside the rear exit doors alongside side entrance.
- 12.3. Glass bottles, cans and plastic bottles are to be placed in the recycle bins.
- 12.4. If using candles, ensure that drip mats are provided to prevent hot wax from staining tables or floor surfaces.
- 12.5. A carpet-cleaning surcharge will be incurred for any function where the carpet has been soiled as a result of the event held by the Hirer.
- 12.6. Hirers are asked to wipe and dry any spillage on the wooden floors immediately to avoid any warping or staining.
- 12.7. No food materials are to be left in the refrigerator or cupboards at the end of the hire period.
- 12.8. Hirers of BBQ must ensure that it is fully cleaned after use. Failure to do so will result in a surcharge being incurred for any function where the BBQ has not been cleaned.
- 12.9. Instructions for the operation of appliances are on top of the microwave in the kitchen. Any malfunctions of equipment should be reported to the Centre.
- 12.10. The Centre provides garbage bags and some cleaning equipment (stored in kitchen area), but it is the Hirer's responsibility to supply tea towels and other consumable materials required for cleaning.

13. DAMAGE

- 13.1. Hirers must respect the Centre's property and the rights and belongings of other patrons of the Centre.
- 13.2. Under no circumstances is furniture to be taken outside the building.
- 13.3. All damage, breakages and losses must be reported to Centre Management as soon as practicable during office hours. If these occur outside of office hours, and these affect the security or the safety of the Centre and its patrons, the Hirer must notify the After Hours Security on 1300 365 151. Compensation for damage to the Centre or its equipment, including loss of equipment, will be required.
- 13.4. The Centre accepts no responsibility for loss or damages to the Hirer's goods or equipment during the period that such goods or equipment are lodged in the hired premises.

14. GROUPS/NOT FOR PROFIT ORGANISATIONS

- 14.1. The Hirer is responsible for substantiating their status as a not-for-profit group/organisation. Not-for-profit groups/organisations will only receive the discount fee for events directly linked to their not-for-profit activities.

15. INSURANCE AND INDEMNITY

- 15.1. The Centre's General Public and Products Liability Insurance Policy will cover private Hirers ONLY. N.B.: Should the function include any activities deemed high-risk, the Hirer must purchase Public Liability Insurance and provide the Centre with a Certificate of Currency.
- 15.2. The Hirer agrees to indemnify, and to keep indemnified, the Eastwood Community Centre Inc, its servants and agents and each of them from and against all actions, costs, charges and expenses whatsoever which may be



CONDITIONS OF HIRE (Please read these conditions carefully)

brought or made or claimed against them or any of the activities arising out of any Hirer's negligent act or omission in relation to their hire.

- 15.3. The Hirer accepts that the Eastwood Community Centre Inc Public Liability does not cover any claims that arise out of negligent action or omissions of the Hirer arising from the use of the Centre.

16. SAFE ENVIRONMENT

- 16.1. The Eastwood Community Centre Inc is committed to providing a safe environment for children and other vulnerable people. Hirers are required to comply with the Eastwood Community Centre Inc policies and procedures. These are available in the Eastwood Community Centre office.

17. GENERAL CONDITIONS

- 17.1. **Hirers shall and conduct and manage the function at all times in an orderly and lawful manner.**
- 17.2. Smoking is not permitted within the Centre or within ten (10) metres of any entrance. The Hirer is responsible for advising and enforcing this regulation for all guests.
- 17.3. No confetti or rice may be used on the premises. Failure to comply will result in a cleaning surcharge.
- 17.4. Sub-letting of the Centre venue, or part thereof, is not allowed under any circumstances.
- 17.5. Children are to be supervised at all times.

18. EMERGENCIES

- 18.1. Event organisers must take note of fire exits, fire extinguishers and emergency evacuation procedures prior to the function and inform guests of these procedures. A fire blanket is located in the kitchen.
- 18.2. Fire extinguishers are for emergency use only. Costs of refilling will be paid by the Hirer where use of the extinguisher is not warranted.
- 18.3. Emergency exit doors must remain cleared and accessible and fire extinguishers may not be moved except in the event of a fire.

19. SPECIAL CONDITIONS

- 19.1. No parties to this agreement shall be liable for breach of any provision of this contract arising from an act of God, natural disaster, terrorism, war or any other occurrence beyond the control of any party.
- 19.2. If any Terms and Conditions contained in this document are found to unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.