

## CONDITIONS OF HIRE AGREEMENT - PD

### 1. HIRING RATES

	<u>Pole Depot Grps</u> (includes 10% GST) *	<u>Community Grps</u> (includes 10% GST) *	<u>Non-Community Grps</u> (includes 10% GST)*
Hall (Mon.-Sun.)	\$5.00 per hour	\$10.00 per hour	\$22.00 * per hour
Cleaning Fee	See 'Conditions' 4.2	\$33.00 *	\$33.00 *
Bond - Hall	\$300.00	\$300.00	\$300.00

### 2. BASIS OF HIRE AND USE

- (a) The venue may only be used for the purpose shown and for the period stated on the Centre Hire Application form. The facility must be vacated by the time stated on the application form or additional costs will be incurred.
- (b) The Hirer should be aware that the use of the facility may result in an action for Damages against them due to an allegation of negligence.
- (c) The letting herein applied for is subject to the facility being available and Pole Depot Community Centre having the right to cancel this hiring arrangement in the event of it desiring to close the building for repairs, renovations, reconstruction or renewal, and to refund the fee.
- (d) Pole Depot Community Centre retains the right to refuse this application, or having granted the application and accepted the fee, the Community Centre retains the right to cancel the letting and refund the deposit at any time should it decide that such course is desirable in the public interest.

### 3. PUBLIC LIABILITY

- (a) Hirers must have their own Public Liability Insurance policy with a level of cover of at least \$10 million and the Pole Depot Community Centre must be noted as an interested party.
- (b) The Hirer must attach a copy of their Public Liability Insurance Certificate of Currency to the Venue Hire Application form for approval by the Pole Depot. If the terms of the Policy are not acceptable to the Pole Depot the Pole Depot reserves the right to refuse the booking in its absolute discretion, until such time as the Policy is amended to comply with terms of this clause.
- (c) Hirers must also ensure each service provider it engages in conjunction with its booking has adequate Public Liability Insurance cover as per the terms set out in this clause. Copies of such policies must be provided to the Pole Depot at the time of booking.
- (d) The Hirer is responsible for any items it brings with it to the venue and should have insurance to cover such items.

## **4. PAYMENT**

### **4.1 Hire charges, GST and Bond**

- (a) For Regular Hirers, being organisations or individuals hiring the Centre's facilities for more than ten times in a twelve month period, the bond must be paid within ten days of the booking being confirmed and prior to the hire date/s. Hire charges and GST must be paid no later than one week prior to the first usage. Hire charges and GST will be calculated and invoiced at the beginning of the month for the following months/terms hire. Access to the facility is granted subject to invoices being paid by the due date.
- (b) For Casual Hirers hiring the Centre facilities for no more than ten times in each twelve month period, the bond must be paid within ten days of the booking being confirmed and prior to the hire dates. Hire charges and GST must be paid no later than one week prior to the proposed function. No admittance will be provided to the facility unless all the above charges are paid in full. Hire charges are set annually in June for the following financial year. Any change in hire charges will be advised to the hirer accordingly. Non-payment of hire charges will lead to the cancellation of booking(s).

### **4.2 Cleaning fee**

- (a) The cleaning fee for *Community* and *Non-Community Groups* is payable upon confirmation and covers washing of hall floor and toilet areas.
- (b) The cleaning fee for *Community Groups* will be deducted from the bond paid should the Centre be left unclean after the hire period.

## **4. KEY COLLECTION AND RETURN**

- (a) Collection of key/s must take place during office hours on the last working day before hire. Keys must be returned by 10am on the first working day subsequent to the hire. Keys must not be duplicated.

## **5. 'COMMUNITY GROUP' STATUS**

- (a) Groups requiring *Community Group* status must send a supporting letter with the application form.

## **6. REFUND OF BOND**

- (a) The bond will automatically be refunded, subject to a satisfactory caretaker's report and usually within one week of the last date of hire to which the bond applies. The facility will be inspected for any damage. The facility is to be left in the condition in which it was found.

## **7. FORFEITURE OF FEE**

- (a) The fee will be forfeited to Pole Depot Community Centre in the event of the building not being used by the Hirer.

## **8. HIRER'S OTHER OBLIGATIONS**

- (a) The Hirer will not use the premises for any of the following activities unless specifically authorised in the Agreement:
  - The sale of food or drink or consumer items of any kind
  - The erection or use of mechanical or structural amusement devices
  - The playing of any games or sport not authorised in the agreement
  - The erection of structures of any kind including signs, hoardings, tents or fences
  - The use of vehicles, aircraft or working models of vehicles or aircraft

- Racing of any kind other than on foot
  - Any activity involving the use of animals
  - For any activity which may pollute the environment or be contrary to the regulations of the Pollution Control Board
  - For the holding of any fireworks display or the ignition of fireworks
  - For any unlawful activity.
- (b) The setting up, dismantling and stacking of tables, chairs and other equipment is the responsibility of the hirer.
- (c) Any furniture or equipment required, other than that already provided, must be supplied by the Hirer at the Hirer's expense and shall be the liability of the Hirer.
- (d) Barbeques, spits or kegs must not be used within the premises. Total Fire Bans must be observed in the surrounding grounds of the facility when in force.
- (e) Confetti, rice or glitter is not to be thrown within the hall or surroundings. Cost of removal may be deducted from the bond.
- (f) Drawing pins, 'blu-tac' etc. or sticky tape must not be used to affix decorations. Signs may not be placed at the facility except in designated areas. Cost of removal may be deducted from the bond.
- (g) All decorations are to be completely removed after the function. If any items remain, the cost of removal may be deducted from the bond.
- (h) The Hirer is responsible for any breakages, theft or damage caused to the facility or equipment. Where such an event occurs, this must be reported on the first working day immediately after the hire. Where such loss exceeds the amount of the bond supplied, the costs must be paid within thirty (30) days of the date of loss. Unpaid amounts may attract interest and enforcement costs.
- (i) The Hirer must ensure that all lights, fans, heaters, alarms and cooking appliances are turned off and all doors locked prior to leaving the facility.
- (j) No smoking is permitted within the Centre facility. It is the responsibility of the Hirer to ensure this condition is strictly enforced. Any cigarette butts in the surrounds of the building are to be collected and placed in the garbage bins provided.
- (k) If the venue is left in an unsatisfactory condition that requires additional cleaning, a further charge of up to \$100.00 per hour will be made. Hirers will be charged for this service even if the amount exceeds the total of the bond. If such costs exceed the amount of the bond paid, the additional costs must be paid within thirty (30) days of the date of loss. Unpaid amounts may attract interest and enforcement fees.
- (l) All rubbish must be removed from the facility at the completion of the hire. A dumper is located in the car park.
- (m) All monthly/term invoices for regular Hirers will be generated on the first working day of the month. If payment is not received prior to the twenty-one (21) day payment period, an overdue notice will be sent giving the Hirer (7) days to forward payment. If payment has still not been received at the end of this seven (7) day period the Hirer will be contacted by telephone to advise that access to the facility will be denied until payment is received. Written confirmation of denial of access to the facility until payment is received will also be sent at this time. Unpaid amounts may attract interest and enforcement fees.
- (n) Under no circumstances is the sale of alcohol or the provision of alcohol to persons under the age of 18 permitted.
- (o) The Centre must be vacated by 12 midnight, should the letting period include late evening.

- (p) Noise, particularly departure noise, is to be kept to a minimum, so as not to inconvenience surrounding residents.
- (q) Bins used for rubbish are to be emptied in the dumpex located in the carpark and returned to the hall prior to departure.
- (r) The Hirer shall not assign or sublet the premises.
- (s) The use of noise generating equipment is not to exceed the existing background noise level, when measured at the boundary of the nearest property, by more than 5dB(A). In the majority of circumstances, the use of amplified music or loudspeakers will exceed this criteria. As such, the use of this and similar equipment must be used with caution to minimise any potential affect on neighbouring properties.

In addition to complying with the above advice, the playing of amplified music for entertainment of patrons/guests or the use of loudspeakers for general broadcasts and the like, is permitted between the hours of 8am and 8pm, seven (7) days per week.

- (t) Hirers of Pole Depot are permitted to use only the hall/equipment (as requested overleaf) and fenced playground area attached to Pole Depot. Should hirers wish to use the adjacent park for their activities, they are to notify and obtain the approval of Hurstville City Council before conducting any event.