



AGREEMENT TO CONDITIONS OF HIRE

January, 2020

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1. Definitions

In these conditions of hire, the following words have the meanings set out below:

Agreement Form means the Agreement Form attached to these Conditions - being Schedule 4 - Agreement Form

BBCC means the Balla Balla Community Centre Inc.

Booking Officer is deemed to include a Balla Balla Community Centre employee, volunteer or Committee of Governance member acting with the authority of the organisation, expressly or implied.

Conditions mean these conditions attached to the Agreement Form.

Committee means the Balla Balla Community Centre Committee of Governance

Hirer means the hirer specified on the BBCC Application Form and where it is consistent with the context includes the hirer's employees, agents, invitees and persons the hirer allows in the room(s) hired.

Hire Times means the times specified on the BBCC Application Form during which time the hirer is permitted to use the space as per the Agreement Form.

Regular User means a group who require hire of the Balla Balla Community Centre on an ongoing regular basis eg weekly, monthly basis.

2. Application

The right to use the facility is subject to BBCC receiving a completed application on the relevant form, signed by the proposed hirer, undertaking to comply with these conditions. Where application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation or body and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant. The person making application on behalf of an organisation or body will then be liable to ensure compliance with these conditions of hire.

3. Subject of Entertainment

The BBCC will require the hirer to submit for approval the subject and program for any entertainment Information session, workshop or lecture prior to the use of the premises.

4. Permission to Use

The hirer is permitted to use ONLY the areas as detailed on their Application Form for the activities also detailed on form. BBCC **does not** grant permission to any hirer the use the foyer areas as part of their hire. This area must remain free at all times to minimise the risk and noise to other centre users. It shall be at the discretion of BBCC to refuse to grant the hire of a facility in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and bond paid. BBCC shall have the power to cancel such permission and direct the return of the fees and bond so paid.

The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

5. Bond

Unless otherwise endorsed by BBCC, a security bond in the sum of \$500 for the halls and \$100 for other rooms shall be paid by the hirer at the time stipulated by BBCC as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the BBCC resulting from the hirer's use of the premises. The hirer shall be liable on demand by the BBCC to pay any further amount in excess of such bond to meet the full cost of any breach of the conditions of hire as set in Schedule 1.

If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning, the bond will be returned within 14 days into the hirers bank account, after return of all keys.

The Hirer is responsible to provide BBCC with all information required for a bond refund within a 6 month timeframe. If after 6 months this has not happened, and BBCC can demonstrate that we have taken all appropriate steps to refund bond, the Hirer will only be entitled to a bond refund with deductions of all administration fees and charges.

6. Hire Fees

Hire Fees will be in accordance with the Hire Fees determined by BBCC and can be found at www.ballaballa.com.au under Venue Hire tab – *Hire Fees 2020*.

Payments are to be made as follows:

- REGULAR HIRER: – within 14 days of being invoiced.
OTHERS: - non-refundable booking fee (\$25) paid to secure your date.
- bond must be paid within 7 days of being invoiced.
- All hire charges must be paid at least 14 days prior to the booking date.

All transactions will be by direct debit, eftpos/credit, cheque or money order.

7. Hire Times

The Centre can only offer hire between the operating hours of 7am – 1.00am. The times booked MUST include set up time, caterer's time and last person out. Any use of the facility after the nominated time will be charged as outlined in Schedule 1. Such charges may be deducted from the security bond and, if an insufficient bond is held, the additional charges must be paid within 7 days of the issue of BBCC's account.

Every consideration must be given to the timetabling of the rooms and bookings by other users. If the room is not vacated by the negotiated hire period end time, the hirer shall forfeit equivalent to one week's room hire or hourly rate plus penalty – see Schedule 1.

The City of Casey Planning Permit for the Centre requires all functions to cease at 12.00 midnight and the building to be completely vacated by 1.00am.

8. Cancellation of Booking

Any cancellation of a booking shall be made in writing by email at least one month prior to the Hire/Booking date. Please note verbal cancellation **will not be accepted**.

Cancellation charges are as follows:

- 1 month – 10% of applicable Bond amount
Less than 3 weeks and prior to 2 weeks – 15% of applicable Bond amount
Less than 2 weeks and prior to 1 week – 20% of applicable Bond amount
Less than 1 week prior to 24 hours – 50% of applicable Bond amount
Within 24 hours – 100% of applicable Bond amount

Permanent Hirers - Cancellation of a Booked Room/Hall

Any non-use of the booked hire rooms/halls must be notified 1 week prior. Hirers will be required to pay normal agreed hire amount if cancellation is received within 7 days of agreed booked hire times.

9. Permission to Occupy

Hire Rooms

The hirer shall only be entitled to use the particular part or parts of the premises hired and the BBCC reserves the right to hire any other portion of the premises for any other purpose or purposes at the same time.

Foyer areas are not deemed to be part of the 'hired space' and are used only as access to areas hired. The hirer cannot use these spaces as part of their hire without written approval from BBCC.

The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a hirer the right to exclusive or ongoing possession.

Storage area

Regular Users who are granted use of a storage cupboard by the BBCC are only permitted to use the allocated space. This cupboard must be kept clean and tidy and tidy at all times.

Items left on site are the responsibility of the hirer and must have their own insurance in place.

10. Assignment

Hirers who are granted permission to use the premises shall not assign the right of use to any person, organisation or body.

11. Insurance

The Hirer acknowledges that it is not covered under the public liability insurance cover held by the BBCC and the Hirer agrees that it shall take out its own public liability, accident and, if necessary, workers compensation insurance cover for the period of this Agreement and shall produce to the BBCC prior to the commencement of the hire period satisfactory evidence of such insurance. All costs of and associated with this insurance are payable by the Hirer. The Hirers Public Liability Insurance must be valued at a minimum of \$10,000,000.00.

It is the hirer's responsibility to ensure they provide BBCC with current Public Liability details.

If the Hirer is not able to take out its own public liability insurance then BBCC can arrange this at a rate set down by BBCC Committee.

The Hirer acknowledges that the BBCC's building and contents insurance only covers equipment belonging to the BBCC.

The Hirer shall not do, or permit to be done, anything in relation to the premises, whereby any insurance effected by the BBCC or the Hirer may be rendered void, or in any way unenforceable against an insurer. In the event that the Hirer breaches these provisions the Hirer will indemnify the BBCC for any loss occasioned and howsoever arising from such breach.

12. Indemnity

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the BBCC, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against it, or any of them, arising out of, or in any way related to the hire of the facility.

13. Theft

Neither the BBCC, nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the BBCC against any claim by any such person, firm or corporation in respect of such article or thing.

14. Acts and Regulations

The hirer shall conform to the requirements of the City of Casey's Local Law Regulations, and other legislation as applicable. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the user and the notices given to the proper officers.

15. Obstructions

The hirer shall comply in every respect with regulations under the Health Act and Victorian Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

16. Capacity

Hirers must comply with statutory requirements regarding the maximum capacity of the facility. The Booking Officer will advise of the maximum capacity for each room. Maximum capacity for the ENTIRE facility is 500. Eg; Large Hall – 200, Small Hall – 100, Meeting rooms – 20.

17. Performing Rights

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the BBCC against any claim for breach of copyright or any other action herewith.

18. Smoking

No person is permitted to smoke in the venue. Smoking is NOT ALLOWED within 10 metres of the building. See City of Casey Local Law2/2010 – 44A – Smoking on Council Land, www.casey.vic.gov.au A butt bin is located near the car park at the main entrance to the venue, which is 10 metres from the building. It is the hirers' responsibility to ensure they advise everyone attending their event of this requirement.

19. Use of Venue Power outlets within the facility

Power outlets within the facility are 10 amp. Ensure that outlets are not overloaded with multiple equipment as this may lead to the system being overloaded and this may trip out the power system. Ensure that you spread the load over all the power outlets available.

All electrical equipment belonging to the hirer/groups must be tested and tagged. If faulty equipment is used this will also trip out the power system.

If the power is tripped out the hirer will be responsible for additional charges as per Schedule 1.

20. Helium Balloons and Smoke Machines

Due to the fire detecting devices in the facility, smoke machines and helium balloons are **NOT PERMITTED**. The hirer must pay for a breach resulting in Emergency Services being called to the facility. These costs are potentially around \$3,000.

21. Gambling

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

22. Liquor

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the Liquor Control Commission, and the permit is produced to the Booking Officer fourteen (14) days prior to the hire date, who shall make an endorsement. BYO is permitted as long as it is not sold.

23. Police and Security

The hirer shall, when so directed by the Booking Officer, arrange for police attendance and/or licensed security personnel at the facility.

24. Noise

BBCC expect all hirers to be respectful and mindful of others they are sharing the facility with. This includes where music or people may impact on other groups. Ensure this does not happen and that you keep all doors in the closed position when you are holding your activity.

Every consideration must be given to the residents who live nearby and other people hiring the facility in regard to minimising noise and unruly behaviour by people using and vacating the facility. Hirers must comply with the Environment Protection (Residential Noise) Regulations. (Copies available from Environmental Health Department, City of Casey: 9705 5200). Which is summarised as follows: All objectionable noise is to cease in residential areas at 11.00pm (that which may be heard by nearby residents must be turned down by 11.00pm) and cease by 12.00 midnight.

25. Catering and Refreshments

Ice cream, chocolates, other confectionery or refreshments of any kind whatsoever shall only be permitted in areas designated by the Booking Officer.

All food must be served from tables and no cooking pots or other food receptacles may be placed on the floor either in the kitchen, or in other rooms in the facility, unless permission in writing is obtained from the Booking Officer. Hirers are responsible for obtaining and complying with the necessary permits in respect of preparation and/or sale of food.

26. Kitchen

BBCC has available for the hirer kitchen crockery, cutlery and some equipment for their use. The Hirer shall be responsible for ensuring that this equipment is cleaned thoroughly after use. The Hirer will be responsible for the cost of replacement of any broken and damaged kitchen items or appliances owned by the BBCC. Any type of **Gas bottles are NOT ALLOWED to be used in the Kitchen, or any other part of the venue due to the extreme safety risk.**

27. Good Order

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building and all equipment provided to them throughout the whole duration of the period of use.

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

28. Cleanliness

The hirer is responsible for leaving the facility / rooms in a clean and tidy condition. This includes mopping hall(s) / kitchen floor, depending on space used. Meeting rooms must be vacuumed and room returned to original setup (as per diagram on the wall).

If such regulations are not met, BBCC will arrange cleaning / set up at their discretion. Charges for any additional cleaning / set up conducted will be invoiced to the Hirer (at the end of the invoice period) or deducted from the bond held. See Schedule 1 for 'Additional Charges'.

29. Damages

The Hirer shall accept full financial responsibility for any damage to the BBCC property (during the hire period), except for normal wear and tear.

The Hirer shall be responsible for notifying the BBCC of any damage to the facility (caused by the negligence or default of the Hirer, its servants or agents to the premises). The BBCC shall have repairs carried out and in that event the Hirer shall be responsible for all repair costs. If the costs of the repairs exceed the amount of the security bond (if relevant) the Hirer agrees to pay to BBCC the difference.

The Hirer acknowledges that it takes the premises as equipped at the commencement date of the hire and that no alteration or addition shall be made.

The Hirer agrees that the walls and floors of the facility must not be painted, marked, nailed or screwed into at any time and that no adhesive tape of any kind be used on these surfaces.

30. Furniture Arrangement

The hirer may vary the arrangement of the seats and chairs in the facility provided that they discuss with and gain permission from the Booking Officer, and the seating is arranged in conformity with the Public Health Regulations. Furniture must not obstruct exits or passageways. All furniture must be returned to its proper place before vacating the premises as directed by the Booking Officer.

Chairs and tables are to be carried or moved using the trolleys provided. They are not to be dragged across the floor. Stackable chairs should have no more than seven (7) chairs per stack in Large Hall, and six (6) in Small Hall. Permission from the Booking Officer is required before any furniture can be taken outside.

31. Signage

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Booking Officer. The Booking Officer will instruct on what methods can be used to affix items if permission is granted.

32. Decorations and Stage Fittings

No stage property, decorations, electric lighting, naked lights (including candles) of any kind or articles of similar nature shall be brought into the building without the consent of the Booking Officer. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the activity. The use of sticky/double sided tape, confetti, glitter, sequins, streamers or similar articles of decoration is **NOT ALLOWED**. Helium balloons are not permitted in the venue. In the event that they are used in the facility, and they are released, the hirer will be responsible to pay costs associated with the retrieval from ceiling space.

33. Opening and Closing Facilities

Keys

The Booking Officer will allocate to the hirer all necessary keys during induction (at the beginning of the hire period). The hirer will be required to sign a key register to confirm they have received the keys and are responsible for ensuring the key is kept secure at all times

The key should be returned as directed by the Booking Officer.

In the event of keys not being returned or lost, the hirer will be responsible to pay costs as set out in Schedule 1.

Alarm System

The Booking Officer shall provide an alarm code to the facility for the hirer to disarm the alarm system. The facility should be vacated by the time stated in the Agreement Form. The security system is monitored and information on entry and exit times can be obtained.

On closing the facility, the hirer should ensure that all heaters, air conditioners and lights are off, windows and doors are closed, doors locked and the security alarm is set.

Additional costs will apply if this is not undertaken, see schedule 1.

34. Hirer's Equipment

No equipment belonging to the hirer shall be stored in the venue without the approval of the Booking Officer. All approved stored equipment must be recorded on Schedule 3.

The Booking Officer reserves the right to **NOT ALLOW** any equipment supplied by the hirer for use within the venue if, in the opinion of the Booking Officer such equipment may cause damage to the venue or harm to personnel.

BBCC accepts no responsibility for equipment supplied by the hirer whilst it is used and/or stored at the BBCC.

35. Free Access

The Booking Officer and other BBCC Officers as required shall at all times be entitled to free access to any and every part of the building.

36. Determination

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Booking Officer may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the bond shall be forfeited to the BBCC.

37. Inspections

BBCC will undertake pre-hire and post-hire inspections of the facility. Any issues relating to Sections 27 to 33 of this agreement will be noted during the post-hire inspection, and the hirer will be requested to rectify or pay for any damages or hazards arising from the hire. See Schedule 2.

38. Safety

The Hirer shall be responsible for notifying the BBCC of any hazards or potential hazards.

No use of chemicals, flammable liquids or other hazardous materials permitted on the premises except as may be necessary for the uses and arrangements specified in the Agreement Form.

The use of naked flame within the premises is not permitted.

Gas bottles are not permitted to be used in any part of the venue, under any circumstances.

The Hirer is responsible for being aware of emergency exits, fire extinguishers and emergency evacuation procedures.

The Hirer shall not bring or permit any fire arms, explosives or flammable liquids to be brought into or used about the premises.

The Hirer shall comply with any directions given by a competent authority including an officer of the Fire Brigade, By Laws Officer, Police, BBCC Staff, or any person holding a like appointment and will comply with all acts, regulations and the laws relating to fire precautions and prevention

39. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the BBCC Committee of Governance shall be final and conclusive.

40. Emergencies

All Hirers are required to complete an Induction and Emergency Evacuation training and appoint a Warden before using the facility. The Hirer is responsible for familiarising themselves with all procedures provided by BBCC for the facility. In the case of an imminent threat, and / or upon notification from BBCC staff, emergency services or City of Casey, the warden is responsible for the management of the evacuation or lockdown of the facility.

The Hirer is responsible for the safety of all members and visitors in the facility for the purpose of their hire and for having appropriate insurance in place at all times.

BBCC staff, Emergency Service or City of Casey may enter and utilise the facility and / or rooms as required in an emergency.

City of Casey after hours number is 9705 5200 and should only be contacted in case of an emergency or an issue with the building eg; plumbing, fire etc.

40. Schedule 1 - Additional Charges that may apply

The following list details amounts which may be charged or deducted from the bond of any occurrence associated with the hire of the facility.

RATE	ITEM
\$120	Failure to set alarm correctly/failure to secure building
\$120	Security notification
\$120	Tripping out of power due to overload of outlets or use of faulty electrical equipment (after hours callout)
\$30	Chairs/tables not cleaned or stacked properly
\$20	Blinds not left in the down position (facility safety)
\$45 per hour	Additional Cleaning and or set up required
\$50	Lights left on
\$50	Heaters/air conditioner left on
\$20	Rubbish not placed in bins provided in enclosed bin area or left in bags beside on the ground if bins are full (note these bags must be removed from site)
\$50	Decorations (or part thereof) left on walls/damage
\$50	Confetti/sequins/glitter in building
\$100	Police being called to disturbances
FULL COST as per invoice from Fire Service	Fire Alarm activated/on site visit from Fire Service
Hourly rate + \$20 surcharge for each hour	Hiring continuing after agreed hire period.
\$100 per extinguisher	Unnecessary discharge of fire extinguishers
\$100	Failure to supply Liquor Licence if selling alcohol at a function
\$50	Administration fee required to administer any of these items
As per quotation	Broken window/glass
As per quotation	Damage to the centre and/or furnishing/graffiti
As per quotation	Marking/scratching of floor surfaces
As per quotation	Lost keys
FULL BOND	Improper use of centre
FULL BOND	Smoking within the building
FULL BOND	Faeces, vomit, sanitary products, disposable nappies on/in the floors, walls, doors, sinks, toilets.

41. Schedule 2 - Inspection Record

The facility will be checked prior to commencement of hiring to ensure that it is in a suitable condition for use, that all equipment to be used is stored correctly, and is available for use.

After the function, the facility will be checked again to verify compliance with the conditions of use, and to compile a record of the condition of the premises.

Name of Hirer: _____ **Date:** _____

Pre-Event:	YES	NO	Comments (if applicable)
Facility Clean			
- Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Room and immediate surrounds	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilets	<input type="checkbox"/>	<input type="checkbox"/>	_____
Equipment stored correctly	<input type="checkbox"/>	<input type="checkbox"/>	_____
Emergency exits clear	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire fighting equipment in place	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safety instructions provided	<input type="checkbox"/>	<input type="checkbox"/>	_____
Structural damage	<input type="checkbox"/>	<input type="checkbox"/>	_____
Equipment loss or damage	<input type="checkbox"/>	<input type="checkbox"/>	_____

Booking Officer:

Signed: _____ **Date:** _____

Hirer:

Countersigned: _____ **Date:** _____

Post-Event:	YES	NO	Comments (if applicable)
Facility Clean			
- Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Room and immediate surrounds	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilets	<input type="checkbox"/>	<input type="checkbox"/>	_____
Equipment stored correctly	<input type="checkbox"/>	<input type="checkbox"/>	_____
Emergency Exits clear	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire fighting equipment in place	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safety instructions provided	<input type="checkbox"/>	<input type="checkbox"/>	_____
Structural damage	<input type="checkbox"/>	<input type="checkbox"/>	_____
Equipment loss or damage	<input type="checkbox"/>	<input type="checkbox"/>	_____

Booking Officer:

Signed: _____ **Date:** _____

Hirer:

Countersigned: _____ **Date:** _____

42. SCHEDULE 3 - Agreement Form

- I agree to abide by the Conditions of Hire as detailed in this document.
- I have received a comprehensive induction, into the facility and understand what my responsibilities are as a hirer.
- I have watched the video provided to me in the correct use of tables at BBCC.
- I have received Emergency Evacuation Instructions, and understand that I am now the Responsible person and Fire Warden for our event/activity on ___ / ___ / 2020

BOND REFUND DETAILS (NOTE: Bonds must be claimed within 6 months)	
Bank Name _____	Account Name _____
BSB No _____	Account No _____

Please refer to Balla Balla Community Centre Bond Policy Document for full disclosure of Bond Refunds.

To be signed by the Hirer:

Hirer Group.....

Authorised Person – Please Print.....

Signature of Authorised person.....Date...../...../.....

Signed by BBCC Staff Member:

Authorised Person – Please Print.....

Signature of Authorised person.....Date...../...../.....