

# Agreement for Regular Venue Hire



**SOUTH KINGSVILLE  
COMMUNITY CENTRE**

43 Paxton Street, South Kingsville 3015  
 ☎9399 3000 📠9399 2282  
 ABN 98 885 027 531

|  |  |   |   |
|--|--|---|---|
| <b>Term of Agreement</b>   |  |   |   |
| <b>Room/s Required</b>   |  | <i>(See Attached Schedules)</i>   |   |
| <b>Name of Organisation / Individual</b>   |  |   |   |
| <b>Applicant Name</b> <i>( if different from above )</i>   |  |   |   |
| <b>Address</b>   |  |   |   |
| <b>Phone</b>   |  | Mobile  | Home  |
| <b>Email</b>   |  | Business  | Private   |
| <b>Drivers Licence Number</b>  |  | <i>( Copy Attached )</i>  |   |
| <b>Proof of Incorporation attached</b><br><i>( if applicable )</i>   |  | <b>Certificate of Currency attached</b><br><i>( re Public Liability, if applicable )</i> <input type="checkbox"/> |   |
| <b>Reason for Hire</b><br><i>( ie. training, meeting, celebration, etc )</i>   |  |   |   |
| <b>Equipment Required</b><br><i>( ie. tables, chairs, TV, whiteboard etc )</i>   |  |   |   |
| <b>Times and Dates required <sup>i</sup></b>   |  |   |   |
| <b>Day/s Required</b><br><i>(ie. Monday, Tuesday etc)</i><br><i>(Note these hours include set up, cleaning and packing up times)</i> | <b>From</b><br><i>(Time)</i>   | <b>To</b><br><i>(Time)</i>  | <b>Start Date &amp; End Date or period required</b><br><i>( ie. School Terms, 2013 ,)</i> |
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|  |  |   |   |
| <b>Schedule/s attached</b>   | <input type="checkbox"/> <i>yes</i> <input type="checkbox"/> <i>no</i> |   | <b>Number of pages:</b> <input type="text"/>  |
| <b>Holidays/dates excluded from this agreement</b> <i>(not mentioned above – ie public holidays)</i>                                 |  |   |   |
|  |  |   |   |
|  |  |   |   |
| <b>Rate</b>  |  |   |   |
| <b>Rate</b><br><i>( ie amount per session; per hour etc )</i>  |  |   |   |
| <b>Terms</b><br><i>( ie monthly, in advance etc )</i>  |  |   |   |
| <b>Bond Payable</b><br><i>( if applicable; amount etc )</i>  | \$500  |   |   |
| <b>Administration Fee</b>  | \$35.00  |   |   |

## Keys *(if applicable)*

Please note that keys will only be issued to appropriate people once they have presented appropriate identification is presented AND paperwork completed.

### Nominated Key holder

Address

P/code

Phone

H

B

M

### Alternate Key holder

Address

P/code

Phone

H

B

M

*The User/Hirer/Lessee shall indemnify and keep indemnified South Kingsville Community Centre, its servants and agents and each of them from, and against, all actions, costs, claims, charges, expenses and damages whatsoever, which may be brought or made or claimed against it by any of them arising out of, or in any way related to, the granting of this agreement and/or the use of the premises. The User's/Hirer's/Lessee's liability to indemnify South Kingsville Community Centre will be reduced proportionally to the extent that any act or omission of South Kingsville Community Centre, its servants or agents, contributed to the loss of liability. I have obtained all permits licences and/or consents required for the conduct of the intended function/room use and I agree with all of the conditions outlined in the South Kingsville Community Centre (SKCC) Regular Venue Hire – Conditions of Use.*

**Note:** *Public Liability Insurance is the responsibility of the organisation/person hiring the venue and is NOT covered by South Kingsville Community Centre*

**Privacy Statement:** *The personal information requested on this form is being collected by SKCC for reference and identification purposes. To ensure confidentiality of information requested we will only use personal information provided by you for the purpose of providing a range of access to facilities and equipment. In accord with our Privacy Policy, we will not disclose your personal information without consent to a third party, institution or authority except where required by law or other regulation.*

## SPECIAL CONDITIONS OF USE

- No confetti / glitter / sparklers to be used on premises
- Noise levels such as music etc: It is agreed that noise levels will not be able to be heard from outside, especially the back of the building. If noise is too loud hirers will be requested to lower the volume immediately otherwise function will need to be cancelled and bond may be forfeited. Complaints from neighbours may result in loss of bond.
- Any children to be supervised and not wander in the building or outside
- All rubbish to be taken away by hirers

## GENERAL CONDITIONS OF USE

### ROOM HIRE CHARGES

The charges are outlined in this schedule. Where additional hire time is requested, the same rates will apply unless otherwise stated.

Rates are reviewed annually at SKCC, and hire rates for regular users will also be reviewed on an annual basis. One month's notice will be given if any changes are deemed necessary.

Room hire rates will commence from the time setup of the venue commences and continue up until the room/s are cleaned up. All setup and cleanup is included in the hourly schedule. E.G. if hire is from 10am to 2pm set up cannot be done earlier than 10am and cleanup must be completed by 2 pm. **NO ADDITIONAL SET UP OR CLEAN UP TIME IS ALLOCATED ON TOP OF THE TIME HIRED.** Variations to rates can be negotiated with the CEO<sup>ii</sup>. If any variation/s are agreed upon they will be signed by attached in writing and attached to this schedule.

### APPLICATIONS FOR ROOM HIRE

All requests for hall hire must be made in writing using the 'Agreement for Regular Venue' Hire form. The Hirer, having signed the form, undertakes to comply with the Conditions of Use.

All enquiries and 'day to day' matters concerning South Kingsville Community Centre are to be done at the SKCC Office during business hours.

A booking *will not be confirmed* unless a signed, completed application form and the booking fee, *are received*.

### CANCELLATIONS/REFUNDS

The amount of notice required for cancellations is 50% of the period for which the booking is held<sup>iii</sup>. Cancellations for regular bookings require *written* notice and will *not* be accepted over the telephone. Where a cancellation is requested with less than the required notice period, *and* SKCC is able to hire out the facility to another client; these charges *may* be waived for the booking. Otherwise, the normal hire fees will apply until the appropriate notice period is served.

***For all cancellations, regardless of notice time, an administration fee of \$35 will apply.***

### INVOICING AND PAYMENTS

Invoicing will take place on a monthly basis in advance. Payments are to be made strictly within 14 days of the invoice date.

## BUILDING ACCESS

Where access is required after hours, SKCC staff will either arrange a staff member to provide access to the building or will issue a key and alarm code to the hirer and/or nominated other responsible person. Keys issued **MUST NOT**, under any circumstances, be duplicated or reissued to any other person or group.

**NOTE:** *Key holders should not be in the building outside allocated hours, any breach of these conditions may terminate the right to use the venue and keys will be confiscated.*

If nominated keyholder/s change, any/all allocated key/s are to be immediately returned to the Centre staff in person. Any new key holders are required to call in person to sign for and collect key/s and alarm codes. Keys will not be released unless the keyholder provides adequate identification.

All key holders will undergo an induction process on receipt of keys and alarm code. SKCC staff will advise the hirer of the location of the light switches and heating/cooling controls during their inductions. Groups using the centre outside normal office hours are to ensure that no unauthorised persons are admitted to the centre.

Key holders who do not set the alarm on or off correctly, or have forgotten their keys/alarm code, which results in a security call out, (or one of the staff members being in attendance), will be charged a fee.

Users are responsible for ensuring that all windows and doors in the area they are using are securely locked before leaving their room/s. The last group to leave the centre after hours is responsible for checking that all external doors to the building are locked.

## PUBLIC LIABILITY INSURANCE

The Hirer must take out a public liability insurance policy for a minimum of ten million dollars (\$10m), in the name of the group (or individual), hiring the facility. The Hirer must provide SKCC with an original certificate of currency<sup>iv</sup> for the insurance with the completed application form PRIOR to the agreement being formalised. Insurance **MUST** be kept current for the DURATION OF THE HIRE PERIOD and the Centre provided with evidence that it remains current.

## NOISE LEVELS & FINISHING TIMES

South Kingsville Community Centre is situated in a residential area and therefore SKCC request that all hirers respect our neighbours. It is the responsibility of the hirer to ensure that the noise emanating from the function does not cause a public annoyance and that all noise pollution regulations are complied with.

|  |  |
|--|--|
| All amplified noise (music/microphones), must be ceased by:                    | The premises must be vacated by:   |
| <ul style="list-style-type: none"><li>▪ Sunday to Thursday – 9.30pm</li></ul>  | <ul style="list-style-type: none"><li>▪ Sunday to Thursday – 10.00pm</li></ul> |
| <ul style="list-style-type: none"><li>▪ Friday to Saturday – 10.00pm</li></ul> | <ul style="list-style-type: none"><li>▪ Friday to Saturday – 10.30pm</li></ul> |
| <b><i>These times are <u>NOT</u> negotiable</i></b>                            |  |

***It is the responsibility of the Hirer to ensure that rooms are vacated on time as per the agreement. If there is a need to increase the time allocated for hire, this can be done through the Office through filling in an 'Additional Venue/Date Booking Request'. The fees will also be increased accordingly for these cases. The applicant and nominated other responsible person will remain on site throughout the function and be responsible for function behaviour.***

## CLEANING AND RUBBISH

Cleaning checklist to be completed before and after the function by the hirer and a SKCC representative.

The hiring party is responsible for leaving the building in a clean and tidy condition. All rubbish must be removed by hirer, including glass, or their bond will not be returned. The hirer is to provide their own plastic garbage bags and cleaning products. The Centre will provide floor mops, brooms and a vacuum.

All surfaces, including tables, chairs, stove and sinks to be wiped clean. All floors to be swept mopped and vacuumed if dirty. All brooms and cleaning equipment/materials to be returned to kitchen or respective storage area.

All chairs are to be stacked in the storage area or placed as described in respective rooms after wiping.

No drawing pins or other materials which will puncture walls, floor or other surfaces, are to be used. (Blu-Tac is recommended). All decorations are to be removed; including all balloons, sticky tape and pieces of string. No decorations are to be placed on ceiling fans or light fixtures.

Confetti, sparklers and chewing gum are not permitted (see **Special Conditions of Use**).

**NOTE:** *If cleaning instructions are not adhered to, additional charges may apply and/or, bond may not be returned.*

## ALCOHOL & DRUGS

The serving of alcohol at a function is the responsibility of the hirer. South Kingsville Community Centre does not condone the serving of alcohol to minors and insists liquor laws are adhered to.

Any group planning to sell alcohol must apply to the *Victorian Commission for Gambling and Liquor Regulation (VCGLR)* for the appropriate license. For more information visit their website, ([www.vcgr.vic.gov.au](http://www.vcgr.vic.gov.au)).

No drugs or illegal substances are to be consumed or brought into the premises. Anyone found to be using or conducting illicit activities will be removed from the facility and reported to the police.

## SMOKING

South Kingsville Community Centre is a **non-smoking** environment. Should the hirer permit its guests to smoke outside the building it is the responsibility of the hirer to provide adequate disposal units for cigarette butts and to remove them from the premises. Smoking inside the premises will incur a penalty.

## KITCHEN & FOOD SAFETY

Shared kitchen access is included in hire. SKCC provides a registered Class 2 Kitchen.

South Kingsville Community Centre is not responsible for the food handling practices of the hirer. It is the responsibility of the hirers to comply with all safe food handling regulations and Acts. Should the hirer engage the services of a catering company, the catering company is responsible for complying with all safe food handling regulations and acts.

Any group planning to sell food to either their members or the general public must apply to the HBCC Environmental Health Services Unit for the appropriate permit(s).

The kitchen is a shared area and can be utilised by staff and visitors making coffee etc. Cooking facilities are prioritised to hirers of the Hall and Conference Rooms, with a 50/50 share of space and equipment. As a general rule, Hall hirers utilise the bench space adjacent to the Hall, and Conference room hirers the bench space adjacent to the Conference room.

## ENTERTAINMENT

The hirer is welcome to provide external entertainment suitable within the confines of the hall and conditions of use. SKCC Management must be advised if the hirer intends to use external entertainment and a copy of their public liability insurance must be supplied with the Application for Hire form.

***Please Note: Due to the excess wear and tear on the floor, animal farms are not permitted in the hall.***

## OTHER CONDITIONS

- Centre Management is not liable for damage to or loss of equipment or food belonging to hirers.
- All hirers are to respect the rights of others including equipment and belongings.
- Hirers are required to set-up and stack away furniture as required.
- All breakage and damage must be reported promptly to SKCC staff on 9399 3000 so that repairs and/or replacements can be organised. Compensation for damage may be required.
- The hirer is responsible for removing any spillage throughout the hire
- Children are welcome but must be fully supervised by an adult at all times whilst in the facility. *This includes the hallways and toilets.*
- Groups wishing to gamble on the premises must apply to the Victorian Commission for Gambling & Liquor Regulation (VCGLR) on 1300 182 457 or visit their website at [www.vcglr.vic.gov.au](http://www.vcglr.vic.gov.au); for the appropriate permit.
- All emergency exit doorways and passageways should be left clear at all times.
- If fire alarms are set off during function hire, the hirer may be responsible for the call out fee of the Melbourne Metropolitan Fire Brigade.
- Any hired equipment, (ie tables, chairs, juke boxes, etc), to be removed immediately after the hire has concluded. No equipment to be left for collection the next day.
- A copy of any necessary permits are to be provided to the Centre Manager prior to the function.

***Management reserves the right to review fees for room hire, to have discretionary powers over access and to set any special conditions it sees appropriate provided they fit within the aims and objectives and Policies of South Kingsville Community Centre.***

# VENUE HIRE CHECK LIST

**Note:** Check List is to be completed *PRIOR to the venue hire, usually when the key is collected.*  
Boxes are to be ticked as each item is DISCUSSED, EXPLAINED and AGREED TO by the hirer.

| Item:  | Discussed, explained and agreed to |
|--|------------------------------------|
| ▪ Necessity of adherence to booked times discussed | <input type="checkbox"/>           |
| ▪ Arrangements for staff member to provide access  | <input type="checkbox"/>           |
| ▪ Key collected and 'Key Record' form completed    | <input type="checkbox"/>           |
| ▪ Code received & alarm procedure demonstrated     | <input type="checkbox"/>           |
| ▪ Key collection/return process discussed          | <input type="checkbox"/>           |
| ▪ Location of light switches advised               | <input type="checkbox"/>           |
| ▪ Heating/Cooling appliances demonstrated          | <input type="checkbox"/>           |
| ▪ Location of cleaning advised                     | <input type="checkbox"/>           |
| ▪ Cancellations, refunds, non-refundable admin fee | <input type="checkbox"/>           |
| ▪ Noise levels discussed                           | <input type="checkbox"/>           |
| ▪ Condition of room :                              |                                    |
| ▪ Floors   | <input type="checkbox"/>           |
| ▪ Walls  | <input type="checkbox"/>           |
| ▪ Kitchen  | <input type="checkbox"/>           |
| ▪ Toilets (SKCC cleaner will clean after hire)     | <input type="checkbox"/>           |
| ▪ Hallway / Art Gallery (CAGE)                     | <input type="checkbox"/>           |
| ▪ Foyer  | <input type="checkbox"/>           |
| ▪ Rubbish Removal                                  | <input type="checkbox"/>           |
| ▪ Cigarette Butts in Outdoor Area                  | <input type="checkbox"/>           |

| Comments: |
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## Declaration:

I/We have read, understood and accepted **all conditions**, (including Special Conditions), listed in this document.

I/We understand that I am not entitled to arrive before, or leave later than, the times indicated on this agreement (or on any schedules attached hereto).

Where the person/s is/are acting on behalf of an organisation, I confirm that I am an official signatory of the organisation and/or, am authorised to sign this agreement on behalf of that organisation.

|  |                             |                    |  |
|--|-----------------------------|--------------------|--|
| <i>Name of Applicant</i><br><small>(or Authorised Representative):</small>   | _____                       |                    |  |
|  | <i>Please Print Clearly</i> |                    |  |
| <i>Signature</i>   |                             | <i>Date</i> /    / |  |
| <i>SKCC Representative:</i>  | _____                       |                    |  |
|  | <i>Please Print Clearly</i> |                    |  |
| <i>Signature</i>   |                             | <i>Date</i> /    / |  |
| <p><b>Bookings are not confirmed until :</b></p> <ul style="list-style-type: none"> <li>▪ <b>the fully completed application, together with all supporting documentation, and</b></li> <li>▪ <b>full payment is received by SKCC.</b></li> </ul> <p><b>Payment must be made at least 10 working days prior to the first date that the facility is booked, otherwise bookings will be cancelled and deposit forfeited</b></p> |                             |                    |  |

| Office Use Only                                     |                          |     |   |                          |  |                          |     |
|---|--------------------------|-----|---|--------------------------|--|--------------------------|-----|
| <b>Entered in Front Desk</b>                        | <input type="checkbox"/> | Yes | <b>'Request for Account/Payment Variation' raised</b> | <input type="checkbox"/> | Yes  |                          |     |
| <b>Entered in Admin Calendar</b>                    | <input type="checkbox"/> | Yes |   |                          |  |                          |     |
| <b>Key Required</b>                                 | <input type="checkbox"/> | Yes | <input type="checkbox"/>                              | No                       | <b>'Key Record' completed &amp; attached</b> | <input type="checkbox"/> | Yes |
| <b>Bond Paid</b> <small>(if applicable)</small>     | \$                       |     | <i>Date:</i> /    /                                   |                          | <i>Receipt #</i>                             |                          |     |
| <b>Bond Returned</b> <small>(if applicable)</small> | \$                       |     | <i>Date:</i> /    /                                   |                          | <i>Cheque #</i>                              |                          |     |

<sup>i</sup> If insufficient space, attach a schedule outlining details

<sup>ii</sup> Only the CEO has the authority to vary these conditions

<sup>iii</sup> For example, if a booking is made 6 weeks in advance, then the required notice period to cancel is three weeks.

<sup>iv</sup> A *certificate of currency* document verifies that you have a current insurance policy. SKCC will take a copy of the document to and keep it on file.