

# Drummoyne Community Centre Incorporated

## Venue Hire Policy 2020 – Terms & Conditions of Hire



### **General**

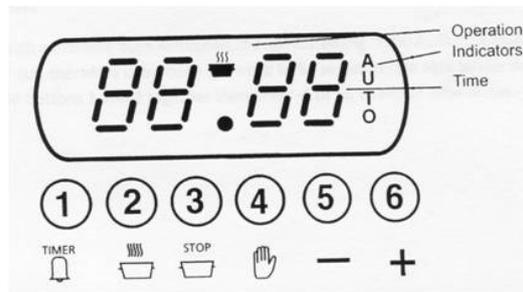
1. All Hirers must sign and return a completed 'Venue Hire Agreement – 2020' form and 'Venue Hire Policy 2020 – Terms & Conditions of Hire'. DCC can be hired where the proposed use is in accordance with the philosophy of the organization.
2. Hirers must be over the age of 21 years – proof of age may be required.
3. The Hirer may only use the venue for the purpose and period stated on the 'Venue Hire Agreement' form.
4. Drummoyne Community Centre (DCC) reserves the right to refuse or accept any booking.
5. Drummoyne Community Centre has the right to cancel any booking already made and DCC, its Management Committee or responsible staff shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise right. In these circumstances DCC will refund any sums paid on account of fees associated with the cancellation.
6. The doors of the Occasional Child Care are not to be opened, nor is the Occasional Child Care playground to be accessed.
7. DCC representative shall have the right of admission to the premises at all times.
8. The Hirer must ensure that the number of people (defined as adults, children and babies) attending does not exceed the capacity of the premises – breach of this could result in the loss of bond. There is a maximum of 100 people at functions when both halls are hired.
9. The Hirer shall be responsible for the cost of making good any damage caused to the building, furniture or fittings arising out of and/or in the course of the engagement. If the damage is in excess of bond payable, the Hirer will be notified accordingly for the sum due.
10. Hire fees paid entitle the Hirer to exclusive use only of the hall/s paid for during the period of rental. All other facilities and equipment in the Centre are to be shared by all users if more than one user group is using the Centre at one time. These include the kitchen, toilets, foyer and outdoor areas. Reasonable co-operation is expected between users in sharing the facilities and equipment.
11. No equipment can be left at the Centre prior to the hiring without express permission of DCC Manager.
12. The Hirer has responsibility for removing all property brought into the Centre including decorations.
13. No smoking in the Centre under any circumstances. No use of smoke producing machines as they trigger the smoke alarms.
14. Any group hiring the Centre must only advertise under their name and not under the Centre. No group is to use the Centre as their mailing address, unless permission is given by the DCC Manager.
15. The Hirer shall not transfer, assign, sublet his/her rights in respect of the hiring.
16. Hirers must not leave the Centre unattended at any time during the period of venue hire.
17. All hirers are required to pay from the time they enter the Centre until such time as they leave the Centre. This includes the setting up and cleaning up in preparation for the event.
18. The Hirer shall meet any additional cost as a result of venue usage outside booked times. This will be calculated at the applicable rate and charged in hourly blocks or part thereof.
19. Animals are not permitted in the Centre under any circumstances. Assistance animals such as guide dogs and alike are exempt under S.60 of the Companion Animals Act (1998). If you are planning to have an animal themed party, approval must be given by DCC in writing at the time of the booking.

## ***Neighbourhood***

20. The Hirer shall be responsible for all that occurs during a hiring.
21. At all times, all patrons of this venue shall consider the amenity of its neighbours and shall take reasonable measures to ensure that adverse impacts to the surrounding area do not occur.
22. The Hirer of the venue shall ensure that patrons do not congregate in groups outside the Centre at any time.
23. Hirers are requested to respect the privacy of neighbours of the Centre and not to approach neighbours in relation to any aspect of the hiring of the Centre.
24. Hirers must avoid any disturbance or annoyance to neighbours whether by noise, behaviour or obstruction and ensure persons all leave the Centre immediately following the function.
25. Use of the Centre car park is strictly limited to the duration of the function. Any vehicle left in the Centre car park at the conclusion of the hiring may be liable for removal at the Hirer's expense.
26. Parking is restricted to the following areas: car park in designated car spaces, on street in areas permitted by law, e.g. not across car entrances, on grass verges etc. All complaints about parking vehicles in areas not specified above will be referred to Council including provision of registration number. Failure to comply with this condition will also result in loss of venue hire bond and a refusal of hiring in the future. Please notify your invitees of this condition.

## ***Fixtures, Fittings & Equipment***

27. The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Hirer.
28. Nails, screws, tape or other fastenings must not be driven into or attached to the walls, floors, furniture or fittings.
29. Hanging of streamers, flags, balloons or other decorations from the ceiling, fans, acoustic panels or lights is **forbidden**.
30. No decorations, posters or other materials can be attached to the partition walls.
31. No decorations, posters or other materials can be attached to the windows because they have a protective film that can be easily damaged.
32. Full details of ceremonies/decorations must be conveyed to DCC and permission given.
33. Confetti, rice or glitter is not to be thrown within the Centre surrounds.
34. Candles may only be used if secured in a glass (or similar) holder that will contain the flame if knocked over. Prior authorization must be obtained for the use of any ceremonial fire.
35. No loud music is permitted. Recorded music within the confines of the hall is acceptable (preferably at the back of the hall near the cupboards).
36. Equipment (Video/DVD player, overhead projector, screen, PA system, piano) may be available for hire to community groups. The screen may be available for hire by private hirers. The relevant 'Equipment Hire' form needs to be completed, fee paid and the Hirer must receive instruction on use of the equipment by DCC staff.
37. No cooking equipment/facilities, e.g. gas bottles, to be taken inside the Centre.
38. BBQs permitted only in designated BBQ area in Drummoyne Park.
39. Cooking only to be undertaken in the kitchen area if express permission given by DCC Manager.
40. In kitchen, if oven clock is flashing "0.00 AUTO", there may have been a power cut. The clock will need to be reset before the oven can be used. To set the clock, press and hold buttons 1 and 2 together. The "0.00" is displayed steadily. Press buttons 5 or 6 (- or +) to set the time.



41. Children not to be in the kitchen without adult supervision.
42. **Note water from Hot tap in kitchen is very hot as it is set for commercial kitchen, not home kitchen.**
43. Hirers wishing to use the dishwasher must receive permission from DCC Manager.
44. Hirers are required to remove their own garbage from the venue and surrounds at the completion of the event. Please bring your own garbage bags to use. **All rubbish must be taken away with hirers and not left in Centre bins.**
45. Premises, including the bathrooms, to be left in a clean and tidy condition ready for use by another group. Hirers must sweep floor, clean kitchen (stove and benches wiped down and crockery washed, dried and returned to cupboard) and tables wiped down. Oven trays should be cleaned if used.
46. Tables and chairs in stacks of five (5), are to be returned to the wall areas indicated, ensuring the outside doors are not obstructed.
47. If the venue is left in an unsatisfactory condition that requires rectification by DCC, Hirers will be charged reasonable costs incurred in any such rectification. Failure to comply may disqualify use in future.
48. At end of hire period, the Hirer must ensure all lights, fans, air conditioners and cooking appliances are turned off, doors locked and alarm set prior to leaving. If Security is called out because of alarm being activated, the Hirer is responsible for the call-out fee.

## ***Alcoholic Beverages***

49. Alcohol may not be sold on the premises.
50. No alcohol or other refreshment shall be taken into or consumed in the foyer, car park or surrounding areas.
51. If alcohol is served at the function, the hirer is responsible for the safety and the conduct of those attending the function. It is the hirer's responsibility to ensure that alcohol is consumed by people who are over 18 years of age and that any guest who shows signs of inebriation is refused more alcohol and is cared for in a safe and responsible manner.
52. If you are supplying liquor at your function at no charge it is recommended you collect a Safe Party Pack from Burwood Police Station (phone 9745 8499). A copy of the completed form is to be supplied to Venue Support before the event if deemed appropriate by the DCC Manager or their representative.

## ***Booking Procedure***

53. Bookings are made by contacting the DCC Manager, or their representative, between 9:30am – 4pm Monday to Friday on 9719-8102.
54. Bookings are not considered to have been confirmed until the moneys due at time of booking have been paid, the relevant documents supplied and the booking is confirmed in writing by DCC.
55. *Regular Hirers* need to pay a bond for Centre use and for access to a key (if deemed necessary) and arrange venue hire payment details. These arrangements are negotiable with the DCC Manager.
56. *Regular Hirers* shall nominate one person to be responsible for the opening and closing of the building and be custodian of the keys. In no circumstances are keys to be copied or passed on to another person. Lock the windows and doors and double check exit doors to ensure they are properly closed and secured. Activate/turn off the alarm as instructed.

57. *Casual Hirers* must pay the bond and all fees at time of booking, to the responsible staff member. The bond will be refunded within two weeks following the function (whenever possible) providing the venue hire responsibilities and agreement have been met.
58. In the event that a dispute may arise due to misinterpretation of the conditions of usage or any matter contained therein, including lettings provided free of charge, the decision of the DCC Manager shall be final and conclusive.
59. Hirers may pay by cash, cheque, money order or by Electronic Funds Transfer (EFT). All hirers will be liable for any bank fees incurred as a result of dishonoured cheques. If you wish to pay by EFT the bank account details of DCC will be supplied and the procedure to follow provided.
60. All invoices are payable within 14 days from the date the invoice is generated. Failure to pay monies owing and invoices on time may jeopardise future bookings. All casual bookings will require payment upon booking.

## ***Cancellations***

61. All cancellations must be made in writing to the DCC Manager.
62. *Regular Hirers* will be required to pay 100% of hire charges for all bookings cancelled within 30 days of the event.
63. *Casual Hirers* For a cancellation received:
  - a) more than one (1) month prior to the event, 100% of bond and hall hire fees, but not booking fee, will be refunded;
  - b) less than one (1) month's notice of cancellation, 100% of hire charges will be charged as the cancellation fee.

## ***Public Liability***

64. *Regular Hirers* must have Public Liability (and Professional Indemnity, if requested) Insurance cover to a level of not less than \$10 million.
65. *Regular Hirers* must provide a Certificate of Currency of their Public Liability Insurance prior to first hiring and supply a copy of their renewal each year.
66. *Casual Hirers* see Public Liability section on 'Venue Hire Agreement' form.

## ***Security***

67. The hirer is responsible for providing security for their function and ensuring that the number of people attending does not exceed the specified maximum capacity. It is the responsibility of the hirer to ensure that only people invited to their function attend.
68. Hirers must not promote their private parties via social media (Facebook, Twitter, etc).
69. Hirers are responsible to ensure all windows and doors are locked and that the premises have been vacated by all parties before departure. Failure to do so will result in the alarm activation and will incur a \$100 security breach surcharge fee, plus all costs associated with a security patrol vehicle call-out fee.

## ***Emergencies***

70. All hirers must comply with all due fire safety and evacuation procedures as required.
71. In the event of an emergency requiring DCC to be evacuated please refer to the attached DCC Evacuation Plan. Venue hirers are responsible for the evacuation of their class/group/participants.
72. If out of office hours the emergency requires immediate action by police, fire brigade or ambulance, please telephone 000 and request the service required.
73. If an incident or problem occurs during office hours, please report it to the office immediately.
74. If an incident or problem occurs out of office hours, please phone 9719-8102 and leave a message on the answering machine reporting the nature of the incident and the action taken.

75. Casual Hirers please report any non-urgent incidents relating to the building to the Caretaker at close-up time.

76. Record the use of any First Aid Equipment.

**Failure to comply with the Terms & Conditions of Hire**

***Any failure by the Hirer to comply with the Terms & Conditions of Hire is a breach of this agreement and may result in retention by DCC of all or part of the Hirer's bond.***

*Without prejudice to any legal remedies DCC may have, in the event that a hirer breaches any of the terms and conditions contained in the document, the hirer shall insofar as the law permits accept full responsibility and liability (whether in negligence or otherwise) for all loss, damage and/or injury whatsoever resulting directly and/or indirectly from the breaches.*

I have read the above Terms & Conditions of Hire and will comply with all conditions at all times.

Print Name: ..... Date: .....  
Hirer

Signature: ..... Date: .....  
Hirer