



Hire Application Form

Terms and Conditions

1. Grant of Licence

In consideration of the Hirer paying the Hire Fee to the Community Centre, the Community Centre grants to the Hirer a licence to use the Hired Area on the Booking Date, during the Booking Times subject to the terms and conditions of this Agreement.

2. Bond and/or deposit

- 2.1. The Hirer must pay the Bond and the Deposit (if applicable) to the Community Centre before the Booking Date.
- 2.2. If the Hirer breaches any of its obligations under this Agreement, the Community Centre may use any amount of the Bond to compensate the Community Centre for any loss suffered by the Community Centre as a result of the breach.
- 2.3. The Community Centre will refund the Bond to the Hirer after the Booking Date, minus any amount required to repair or clean the Hired Area, or recover any costs incurred due to a breach of this Agreement by the Hirer.

3. Use of hired area

- 3.1. The Hirer must only use the Hired Area for the Purpose specified in the Hire Details.
- 3.2. The Hirer must only use the Hired Area on the Booking Date(s) and during the Booking Times specified in the Hire Details, adhering to the minimum hire durations
 - (a) Fairholm Hall: 3 Hours
 - (b) Studios & Meeting Rooms: 3 Hours
 - (c) Wellness Room: 2 Hours
- 3.3. The Hirer must not damage any part of the Hired Area, or allow any other person to do so.
- 3.4. The Hirer must not do anything in connection with the Hired Area which may cause a nuisance or interfere with any other person, or which may prejudice any insurance effected in respect of the Hired Area.
- 3.5. The Hirer must not permit any person to smoke in the Hired Area.
- 3.6. The Hirer must not sell any alcohol or allow any alcohol to be consumed in the Hired Area unless a valid liquor licence has been obtained, and the prior written consent of the Community Centre has also been obtained.
- 3.7. The Community Centre and its authorised representatives may enter and remain in the Hired Area at any time.
- 3.8. The Hirer must return to the Community Centre all keys to the Hired Area, and any written security codes.
- 3.9. The Hirer must not permit the number of the people in the Hired Area at any one time to exceed the maximum number of people specified in the Hire Details.
- 3.10. The Hirer must comply with all requirements of, and all directions given by, the Community Centre when using the Hired Area.
- 3.11. The Hirer shall be solely responsible at its own cost for making all arrangements for the supervision of the Hired Area, public safety and the provisions of adequate security staff.

- 3.12. The Hirer must not interfere, misuse or overload any services running through or servicing the Hired Area and must comply with any requirements of the Community Centre with respect to such services.
- 3.13. The Hirer must have a fully executed Agreement in their possession when occupying the Hired Area.

4. Termination

- 4.1. The Community Centre may terminate this Agreement at any time. Upon Termination, the Community Centre will repay to the Hirer any Hire Fee which has not yet passed, less any amounts that the Hirer owes to the Community Centre under this Agreement.
- 4.2. The Hirer may only terminate this agreement in accordance with the procedure outlined in the Cancellation section of the Hire Details. The Hirer is responsible for paying the fees specified (if any) in the Cancellation section due to termination.
- 4.3. At the end of the Hirer's occupation of the Hired Area, the Hirer must leave the Hired Area clean and tidy, including removing all rubbish and return it to the same condition it was in prior to the period of occupation.
- 4.4. The Hirer acknowledges and agrees that the Community Centre is not responsible or liable for any personal property left in the Hired Area at the end of the Hirer's occupation.

5. Insurance

- 5.1. If the Hirer is a business, or is using the Hired Area for revenue raising, sporting uses or a similar purpose, the Hirer must maintain insurance for public liability in the amount of \$10 million concerning one single event (or such greater sum as reasonably required by the Community Centre):
- 5.2. If the Hirer is a private or personal hirer:
 - 5.2.1. the Hirer must pay the Insurance Fee; and
 - 5.2.2. the Hirer must ensure that any third party accessing the Hired Area has effected the insurance described in clause 5.1

6. Compliance with occupational health and safety laws

- 6.1. The Hirer must comply with the *Occupational Health and Safety Act 2004* (Vic) and any other occupational health and safety law, regulation or by-law that applies to the Hirer's use of the Hired Area
- 6.2. The Hirer must not cause the Community Centre to be in breach of the *Occupational Health and Safety Act 2004* (Vic) through the Hirer's acts or omissions.
- 6.3. The Hirer must notify the Community Centre if it becomes aware of the existence of a potential health and safety issue in relation to the Hired Area.

7. Indemnity

- 7.1. The Hirer indemnifies the Community Centre against all claims, demands, actions, loss and liability in connection with the Hirer's hire and use of the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.
- 7.2. The Hirer indemnifies the Community Centre against all claims, demands, actions loss and liability in connection with any third party accessing the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

8. Disclaimer

- 8.1. The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases the Community Centre from all claims, liability and loss in connection with the Hirer's hire and use of the Hired Area.
- 8.2. The Hirer agrees and acknowledges that the Community Centre makes no warranty or representation to the Hirer about the condition of the Hired Area, or its suitability for the Purpose of Hire.

8.3. The Hirer acknowledges that they have inspected the Hire Area and warrant that the Hired Area is suitable for the Purpose of Hire.