



WADAMBUK

St Andrews
Community Centre

Conditions of Venue Hire

St Andrews Community Centre

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| Condition | Information |
|--------------------------|---|
| 1. Application | <p>1.1 Applications will only be accepted if submitted on the prescribed form, accompanied by the deposit/bond.</p> <p>1.2 Hirer must be 18 years of age or older.</p> <p>1.3 A signed application is conclusive evidence that the Hirer accepts the Conditions of Venue Hire.</p> <p>1.4 The Centre Coordinator, on behalf of the St Andrews Community Centre Committee of Management reserves the right to accept or refuse an application at their discretion, notwithstanding that the application, deposit or bond and hire fee has been paid.</p> |
| 2. Bond/Deposit | <p>2.1 A security deposit or bond where referred to in the Fees Schedule, or an amount determined by the St Andrews Community Centre Committee of Management, must be paid within fourteen days of making a tentative booking.</p> <p>2.2 Generally, a bond is applied to private function bookings. Adhoc room hire will require the hire fee in advance.</p> <p>2.3 Bookings are only confirmed when the deposit or bond is received with the attached signed and completed Hire Agreement.</p> <p>2.4 Failure to pay the prescribed bond or deposit may result in the cancellation of the booking.</p> <p>2.5 The deposit or bond is a guarantee of fulfilment of these conditions and is a security for said amount against damage to the buildings, fittings and furniture contained therein, and for any abnormal cleaning resulting from hiring.</p> <p>2.6 The hirer shall be liable, on demand by the St Andrews Community Centre Committee of Management, to pay any further amount in excess of the deposit or bond to meet the full cost of damage or cleaning.</p> <p>2.7 If there is no breach of the conditions of hire for damage or abnormal cleaning, the bond will be returned within two weeks.</p> |
| 3. Hiring Payment | <p>3.1 All hiring fees must be paid in full, at least one week/7 days prior to function.</p> <p>3.2 If payment is not received as per clause 3.1 then the Hirer's booking immediately lapses without any requirement to notify the Hirer.</p> <p>3.3 Management reserves the right to increase charges of hire at any time, and any hirer who has booked will be duly notified in writing.</p> <p>3.4 Variations to the Schedule of Fees may only be considered by the Centre Coordinator and/or upon written application to the St Andrews Community Centre Committee of Management.</p> <p>3.5 The Hirer will be required to pay any costs, fees and expenses incurred by the St Andrews Community Centre Committee of Management for non-payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees, legal costs, interest and expenses.</p> |
| 4. Cancellation | <p>4.1 Where any confirmed booking is cancelled within two weeks of the function date 50% of the deposit or bond will be forfeited unless the venue is re-let.</p> <p>4.2 The St Andrews Community Centre Committee of Management, may cancel the booking by written notice to the Hirer at any time before the First Hire Date if:</p> <p>4.2.1 If the event, goods or services proposed to be held or provided by the Hirer is objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law or would be detrimental to the St Andrews Community.</p> <p>4.2.2 The Hire Fees, bond and/or the Deposit have not been paid.</p> <p>4.2.3 The Hirer has not provided evidence of adequate Public Liability Insurance coverage where elected to independently arrange</p> <p>4.2.4 Security arrangements are not in place to the satisfaction of the St Andrews</p> |

St. Andrews Community Venue Hire Agreement

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| | <p style="text-align: center;">Community Centre Committee of Management.</p> <p>4.3 If the booking is cancelled as per clause 1.4 and/or 4.2 all monies paid will be returned to the hirer who hereby agrees in that case to accept the same, and to be held to have consented to such cancellation and to have no claim at law on inequity for loss or damage in consequences thereof.</p> |
| 5. Sub-Letting | 5.1 No portion of the building hired shall be sub-let, transferred or assigned without the written consent of the Booking Officer. |
| 6. Subject to Entertainment | 6.1 The hirer shall, at the discretion of the Coordinator, supply a fully detailed written program showing precisely what is to be conducted at the venue. |
| 7. Access | 7.1 It shall be the responsibility of the hirer to arrange with the St Andrews Community Centre Coordinator or delegate for the collection and return of key/s for the hall or code details for the centre. |
| 8. Damage | 8.1 Decorations may be put up without damage to surfaces including walls, floors, curtains etc. i.e. No pins, screws or sticky tape on surfaces etc. Do not tie ribbons or streamers around ceiling fans. Any damage will result in the restoration costs being deducted from the security deposit or bond. |
| 9. Security and responsibility | <p>9.1 The hirer or properly nominated representative shall be required to be present during the entire function.</p> <p>9.2 Neither the St Andrews Community Centre Committee of Management nor its officers 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 Council against any claim by any such person, firm or corporation in respect of such article or thing.</p> <p>9.3 The St Andrews Community Centre Committee recommends that sporting evenings, 21st Birthdays and engagement parties be registered with the local police.</p> |
| 10. Insurance | <p>10.1 The hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Centre, Hall or Councils insurance policy or policies relating to fire, any OH&S issues or public risk in connection with the venue. Therefore, the hirer hereby agrees to indemnify the St Andrews Community Centre Committee of Management and/or Nillumbik Shire Council to the extent that such policies are affected through any such act of commission or omission.</p> <p>10.2 Secondary Public Liability Insurance. Hirers of public venues are required to take out secondary public liability insurance for a minimum of \$10,000,000 indemnity. A copy of the current policy is to be attached to the hire agreement and filed. Secondary public liability insurance can be arranged through Council when booking is made for a fee of \$22.00 per hire. Conditions apply.</p> |
| 11. Alcohol and smoking | <p>11.1 It is an offence for a person under 18 years of age to be supplied with or bring alcohol into a public hire space</p> <p>11.2 If intoxicating liquor is to be brought into or consumed in the hall or rooms the following will apply.</p> <p>11.3 If liquor is to be sold on the premises, a liquor licence will be required. It is the responsibility of the hirer to obtain a Liquor Permit from the Liquor Control Commission and submit a copy of this to the St Andrews Community Centre Coordinator, one week prior to the function.</p> <p>11.4 BYO. When liquor is B.Y.O and not for sale, no liquor permit is required.</p> <p>11.5 All Council properties are designated "Smoke Free Environments". Therefore, no smoking is allowed in the hall, centre rooms or any part of the building.</p> |

St. Andrews Community Venue Hire Agreement

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| 12. Use of Venue | <p>12.1 Incident/Accident Reports. Hirers of public halls are to report any incident/accident to the St Andrews Community Centre Coordinator.</p> <p>12.2 Leave premises and car parks without excessive noise.</p> <p>12.3 It shall be the responsibility of the hirer to remove all rubbish, decorations, bottles etc from the venue.</p> <p>12.4 Children must be supervised by an adult at all times.</p> <p>12.5 Responsible for returning the venue to its pre hire condition. e.g. close and lock all windows and doors, remove decorations, stacking chairs and folding tables, clean as necessary.</p> <p>12.6 No animals are permitted in the venue.</p> | | | | | | | | | | | | |
| 13. Duration of Occupancy | <p>13.1 End times represent cleaned and vacated times.</p> <p>Centre</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Monday to Thursday</td> <td>6.00 am – 11.00 pm</td> </tr> <tr> <td>Friday & Saturday</td> <td>6.00 am - 12.00 midnight</td> </tr> <tr> <td>Sunday</td> <td>8.00 am – 11.00 pm</td> </tr> </table> <p>Hall</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Monday to Thursday</td> <td>6.00 am – 11.00 pm with music off 10.00 pm</td> </tr> <tr> <td>Friday & Saturday</td> <td>6.00 am - 1.00 am with music off at 12 midnight</td> </tr> <tr> <td>Sunday</td> <td>8.00 am – 12.00 midnight with music off at 11.00 pm</td> </tr> </table> <p>13.2 Non-compliance with the above conditions will result in the forfeit of the bond or deposit by the Committee of Management.</p> | Monday to Thursday | 6.00 am – 11.00 pm | Friday & Saturday | 6.00 am - 12.00 midnight | Sunday | 8.00 am – 11.00 pm | Monday to Thursday | 6.00 am – 11.00 pm with music off 10.00 pm | Friday & Saturday | 6.00 am - 1.00 am with music off at 12 midnight | Sunday | 8.00 am – 12.00 midnight with music off at 11.00 pm |
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| 14. Acts and Regulations | <p>The hirer shall conform to the requirements of the Health Act, Local Government Act, any or Regulations made thereunder, and shall be liable for any breach of such Acts or Regulations. All other statutory rules. The hirer and notices given to the proper Officer must comply with provisions or regulations of the Commonwealth of Australia or State of Victoria for the time being in force.</p> | | | | | | | | | | | | |
| 15. Good Order | <p>The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the hall or centre facilities, and in the approaches thereto throughout the whole duration of the function.</p> | | | | | | | | | | | | |
| 16. Auxiliary Power | <p>In the event of any power restrictions being imposed by statutory bodies the hirer at his own expense, may make arrangements for temporary supply, subject to the approval of the St Andrews Community Centre Committee of Management of the type and placing of the temporary installation.</p> | | | | | | | | | | | | |
| 17. Disputes | <p>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 St Andrews Community Centre Committee of Management therefore, shall be final and conclusive.</p> | | | | | | | | | | | | |
| 18. Displan/Total Fire Ban | <p>In case of an extreme emergency e.g. bushfires, Council reserves the right to use any venue at any time for community evacuations.</p> | | | | | | | | | | | | |
| 19. Privacy Notification | <p>St Andrews Community Centre is collecting the personal information requested on this form for venue hire purposes only. By providing this information you understand and accept that the information will be used solely for this purpose and you may apply to Centre for access or amendment to this information at anytime.</p> | | | | | | | | | | | | |