



9 Park Street, Riverstone NSW 2765
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 Phone: (02) 9627 3622 Fax: (02) 9627 3225
 W: www.nwcs.org.au
 E: reception@nwcs.org.au

AGREEMENT FOR ROOM HIRE ELARA COMMUNITY HUB

Hirer must be over the age of 21 years and in attendance for the duration of the function.

CONTACT DETAILS:

Full Name:

Address:

Email:

Home Phone:

Mobile:

HAVE YOU HIRED WITH US BEFORE?

YES

NO

FUNCTION DETAILS:

Date of Function:

ONE OFF HIRE

ONGOING HIRE

Company Name:

ABN:

Name of Group:

Function Activity:

Number People Attending:

Booking Time: From

(am/pm)

To

(am/pm)

Hire Fee \$

Bond Refundable: \$50

TOTAL \$

**All prices include GST*

Bank Account Details:

BSB:

Account No.:

(for refund of bond if applicable)

HIRER USER AGREEMENT:

I have read and understood the Terms and Conditions of Hire and agree to abide by them.

Signature: _____

Date: _____

OFFICE USE:

Copy of Certificate of Currency

Invoice Number: _____

Date Paid: _____

Bond Refunded Date: _____

Paid in Full: _____

Elara Community Hub

Terms and Conditions of Community Hub Hire

1. Booking Procedure & Payments

- a) Hirers must be aged over 21 years.
- b) North West Community Services Inc. will hold a verbal booking in the hirer's name for one week, during that time we require the return of a signed Hall Hire Agreement to confirm the booking.
- c) Once a completed and signed agreement for Hall Hire has been submitted, an invoice will be sent for the Bond and Hire Fee. The invoice must be paid in full by the due date on the invoice. In the instance of the booking being more than one month in advance, the bond amount must be paid to secure your booking with the remainder due by the invoice due date.
- d) The key code for the Elara Community Hub will be made available directly to the hirer. An email will be sent with instructions. The key code may differ for security purposes.
- e) The refundable bond will be processed and returned to the hirer within two weeks after the day of the last booking, less any amounts to be deducted for damage, cleaning, or missing items.
- f) The hirer will be liable for bank fees charged if the cheque payment is dishonored or if the BSB and account details provided for the bond refund are incorrect.
- g) Fees – Hire of the Elara Community Hub incurs a fee of \$22 per hour and \$50 refundable bond (GST inclusive) North West Community Services Inc. reserve the right to revise the fees and charges from time to time as may be found necessary.
- h) The Elara Community Hub has a maximum capacity of 15 people. Capacity is not to be exceeded at any time.
- i) The Elara Community Hub is not available for private gatherings, parties or celebrations. Hire of the Elara Community Hub is restricted to business gatherings, for profit groups, churches, charities and community services.

2. Booking Period

- a) There is **NO free set up time**. Normal hire fees will apply within the times stated on your booking form. The hirer must arrange for all hired equipment to be removed within the booking times.
- b) All functions are to be held between 7am and 9pm. The surrounding area is to be vacated within 30 minutes of the conclusion of the function. If the rover security team is required to be in attendance due to the non-compliance of these conditions a callout fee may apply.
- c) Use of the Community Hub beyond the approved times will result in additional hire fees being charged to the hirer.

3. Cancellation of Booking

- a) Two weeks' notice must be given for the cancellation of the hirers booking. If two weeks notice is not given the hire fee will not be refunded unless the hall is re-let by the Centre.
- b) Cancellations must be confirmed in writing.

4. Access

- a) The key is only for use of the hirer that signs this Agreement.
- b) The hirer will be charged for the cost of replacing the key if it has been lost.
- c) An alarm call out fee (if required) will be charged to the hirer at a rate of \$60.00 per call-out. If you have not secured the building correctly and security is alerted, you may be charged an alarm call out fee.

5. Security Management, Responsibility and Behavior

- a) Security management is the hirer's responsibility. Adequate supervision and security should be in place during any activity.
- b) The hirer or agent of the hiring group must be more than 21 years of age and is responsible for the conduct of all persons attending during the period of hire.
- c) The hirer or agent is always required to remain on the premises during the term of hire.
- d) Children and young people must always have adult supervision.
- e) The hirer shall ensure that there is no over-crowding, obstruction of passageways, corridors, or fire doors.
- f) Unnecessary discharge of fire extinguishers will incur a service fee of \$300.00
- g) Any breakages or damage must be reported to North West Community Services Inc. within 24 hours on 9627 3622 or reception@nwcs.org.au
- h) The hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture and fittings arising out of and during his or her agreement.
- i) North West Community Services Inc and Stockland is not responsible for personal property that is lost, stolen or damaged during the booking. The hirer is responsible for any property brought onto the premises. There are limited storage provisions.
- j) No gambling or games of chance shall take place in any portion of the building or premises.
- k) Fireworks are not used in association with the use of the facility. Community fireworks events can only take place with the specific written approval of Blacktown City Council.
- l) The use of smoke machines is prohibited due to the presence of smoke detectors.
- m) No naked flames, except for birthday or ceremonial candles. Other candles or sources of naked flames are not permitted. No BBQ or spits with naked flames.
- n) North West Community Services Inc. reserves the right to notify NSW police of any bookings to be held in the Elara Community Hub.

6. Refusal to Let

- a) It shall be at the discretion of the North West Community Services Inc. to refuse to let the Elara Community Hub. North West Community Services shall also have the power, if seen fit, to cancel letting and return the bond paid if the hirers intended use changes and is not consistent with the use of the Hub.
- b) Sub-letting is not permitted under any circumstances.

7. Insurance

- a) All users of the Elara Community Hub are responsible for providing their own adequate public liability insurance cover. No responsibility will be accepted by the Centre, or Stockland for accidents, injuries, loss, or damage sustained by any person using any part of the facilities during the time of the hiring. The hirer agrees to indemnify the North West Community Services Inc. and its Officers against all claims and demands made or costs and expenses incurred in connection therewith.
- b) A Copy of the Certificate of Currency should be provided with the booking.
- c) Should the hirer arrange for amusement rides, jumping castles, jukeboxes, karaoke or other such equipment, you must ensure that this is approved by the North West Community Services Inc. in writing. The provider of this equipment must have current public liability insurance for not less than \$20,000,000.00.

8. Smoking

- a) Elara Community Hub must comply with the NSW Smoke-Free Environment Act 2000 and Smoke-Free Regulation 2016.
- b) Smoking and e-cigarettes are not permitted within the building of Elara Community Hub
- c) Smoking and e-cigarettes are not permitted within 4 meters of the entrance to the Elara Community Hub.
- d) Smoking and e-cigarettes are not permitted within 10 meters of the outdoor children's play equipment adjoining the Elara Community Hub.
- e) Hirers will need to inform their members that they need to comply with the Smoke-Free Environment Act 2000 and Smoke-Free Regulations 2016. Failure to comply could result in penalties and/or loss to access of hiring space.

9. Music, Entertainment & Noise levels

- a) All sound equipment must be placed inside the facility.
- b) The hirer will indemnify the Centre in relation to branches of the copyright act or any other related legislation. Note that the premises are not licensed for the performance of protected recordings under the Australian Copyright Act.
- c) The level of noise must not contravene the NSW Environmental Protection Act at any time during the function. ALL NOISE MUST CEASE AT 9PM AND AT NO TIME MUST THE LEVEL OF NOISE BE SUCH THAT IT IS DISTURBING TO THE NEIGHBOURS. Any complaints will result in the refusal of any future bookings.
- d) Socially unacceptable conduct or excessively loud noise levels are not acceptable and may lead to you being asked to vacate the Community Hub by the Police.
- e) As the Elara Community Hub is located in a residential area, we ask you to please be considerate of the neighbors while the function is in progress and while leaving the car park.

10. Decorations

- a) No nails, screws or any other fastenings are to be driven into or attached in any way to walls, floors, furniture, fittings, or windows.
- b) Decorations and balloons can be attached to the building or fittings providing they do not leave marks or cause damage and are removed at the end of the hire period.

11. Catering

- a) Catering for food is the sole responsibility of the hirer.
- b) Ice is to be kept in suitable watertight containers.

12. Cleaning

- a) The hirer will need to undertake a general-COVID clean of the building prior to leaving the building. At the end of the hire period, the hirer must ensure the following.
 - i. The Elara Community Hub must be left by the hirer in a reasonably clean condition.
 - ii. No food scraps or drinks to be left in the building.
 - iii. All tables and chairs must be wiped down and cleaned.
 - iv. All touch points in the hub must be wiped in compliance with Clause 6 of this Agreement.
 - v. All goods, properties or materials brought in by the hirer or any person on his/her behalf must be removed from the premises at the completion of the function.
 - vi. Hirers using any of the tables for serving or handling food or refreshments of any kind must provide suitable tablecloth or other means of covering the tables
 - vii. All washable floors are swept, and spilt liquids mopped.
 - viii. All decorations removed.
 - ix. All rubbish removed and placed in rubbish bins in the enclosed garbage area located behind the community hub next to the spray-painted shipping containers.
- b) Failure to comply will result in loss of bond.

13. Checklist on Departure

- a) Before you leave the building, make sure:
 - i. All internal lights and air-conditioning are turned OFF at main panels.
 - ii. All tables and bench tops are wiped clean.
 - iii. All touch points are wiped clean.
 - iv. Floors are clean.
 - v. Garbage is removed from the building.
 - vi. All food and drinks are removed from the Hub.
 - vii. All doors are CLOSED and LOCKED.
 - viii. Return the key to the box.
 - ix. Car park is left clean and tidy
- b) Failure to leave the building clean and secure will incur a loss of partial or full bond fee.

14. Emergency Procedures

- a) In the event the smoke detectors are activated all attendees must evacuate the building via the emergency exit. The emergency evacuation plan is on display inside the Hub.
- b) Fire equipment is provided in the facility as a requirement by law. The equipment shall only be used in case of an emergency; misuse will incur a fee for repair and replacement.
- c) Hirer's must call 000 to report a fire.

15. Emergency Phone Numbers

- i. Police, Ambulance, Fire Service 000
- ii. Security 1300 663 365
Choose option 1
Site Code (if needed) is STO1001