

## Conditions of Hire 2021

*Please keep this document handy for future reference*

### **Building 2**

1/20 Kincumber Street  
PO Box 6268 Kincumber 2251  
T 02 4363 1044 F 02 4369 6721  
[manager@kincumberdnc.com.au](mailto:manager@kincumberdnc.com.au)  
[www.kincumbernc.com.au](http://www.kincumbernc.com.au)

In the interest of all people using the Centre and local residents, the following conditions of hire govern the use of this facility:

#### RESPONSIBILITY OF THE HIRER

When a hirer is using the building out of hours, they are responsible for ensuring the security of the building. Please lock the front door after your group members have entered.

Access should be strictly limited to the members of the group. Do not allow anyone else to enter the building. (e.g. to go to the toilet).

Access by participants should be by the Main Entrance Door. The key holder should enter the building by the front door entry, deactivate the alarm and then lock that door. Any outside opening doors must not be left unattended.

All Hirers accept responsibility and accountability to adhere to the conditions set out in this document.

Each Hirer is responsible at all times for the safe evacuation of all members of their group. The Hirer has the responsibility to familiarise all people in their group of the evacuation procedure in case of an emergency. The **Emergency Evacuation Plan** is on display in every room. Please take note of nearest Exits and Assembly area. Hirers need to have a mobile phone available to use in case of emergency. Dial 000.

**First Aid Kit** are available in the large Kitchen, Art Room and Open Plan Area. Accidents and Incidents must be recorded in book with the first aid kit.

#### CENTRE USE

1. No Alcohol will be sold on the premises unless the Hirer provides to Kincumber Neighbourhood Centre copies of the appropriate licences obtained in accordance with the Liquor Act 2007.  
No keg beer. Bottles and cans only.

If alcohol is consumed on the premises it must be confined to the areas hired for the function. This includes no alcohol to be consumed at the front or sides of the building or in the Car Park. Hirers must comply with the Liquor Act 2007.

For further information regarding Licensing law details please contact the Licensing Police on 4323 5599.

2. No smoking is allowed inside or outside the building. Please do not litter the outside of the building with cigarette butts.

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3. **Noise** – Offensive Noise is defined under the Protection of the Environment Operations Act, 1997 as :
- (a) that, by reasons of its level, nature, character or quality, or at the time at which it is made, or any other circumstances:
- Is harmful to (or is likely to be harmful to) a person who is outside the premises from which it is emitted. Or
  - Interferes unreasonably with (or is likely to interfere unreasonably with) the comfort or repose of a person who is outside the premises from which it is emitted.
- (b) that is of a level, nature, character or quality prescribed by the relation's or that is made at a time, or in other circumstances prescribed by the regulations.
- All amplified and/or loud noise will cease at 10.30pm Sunday to Thursday, and at **11.30pm** Friday and Saturday.
4. Activities at the Centre are to conclude at 10.30pm Sunday to Thursday and at **Midnight** Friday and Saturday. Users are to depart in a quiet and orderly manner and leave the vicinity.
5. Due to WHS regulations, under **NO** circumstances are children permitted to be in the kitchen at any time whilst on the premises.
6. **Advertising** – KNC reserves the right to require the Hirer to submit all advertising for any given performance in advance of its placement for approval.

#### PRIORITY OF USE

1. Community groups will receive priority over individual or business hiring. Permanent bookings (i.e. regular weekly hire) will get priority over other bookings. **The Centre reserves the right to cancel bookings on one month's notice to allow priority groups to have access.**
2. Booking staff have the authority to deny access to a hirer where the activity is considered inappropriate for the building. For example:
  - An activity where valuable equipment in the Centre would be in danger of damage.
  - An activity where the control of the people present was considered beyond the capability of the responsible Hirer. The Board may request hirers to hire licensed security staff. In the event of an access dispute the group or individual may apply in writing to the Board of Management whose decision will be final.
3. On-going evaluation of groups using the Centre will be conducted and future hiring will be considered in light of these evaluations. Failure to adhere to any of the Conditions of Hire may result in a hirer being refused access to the building in the future.

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#### HIRE FEE

There are two rates for hiring a room, **Community Rate and General Rate**. Community Rate is for community run Not for Profit organisations. To qualify for the Community Rate a group must be able to show it is a community run organisation such as a Playgroup, Neighbourhood Centre or other not for profit organisations. In the case of performances/events, the General Rate will apply.

The Manager has the authority to decide which rate applies for each hiring application. In the event of a dispute, the group or individual may apply in writing to the Board. The decision of the Board will be final.

Each room has a different hire rate.

#### BOND

1. The rate of bonds differs according to the use of the room. See **Rates of Hire**.
2. Bonds will be returned by cheque or direct deposit into a nominal bank account by the end of the following week as long as the key to the room(s) has been returned. Rooms and equipment will be inspected as soon as possible after the event. The cost of any damages, breakages, missing items or extra cleaning will be deducted from the Bond. If the cost is greater than the bond, an invoice will be issued to the hirer, stating date, action taken and cost outstanding. Invoice terms are payable within seven (7) days.
3. Any expenses incurred by the Centre due to lost or damaged keys will be deducted from the Bond.

#### SECURITY CALL OUT

The Security Company charges to attend a Call Out for:-

- setting off the Security Alarm,
- leaving an external door open,
- staying later than your agreed closing times,
- not correctly activating the Security System could result in a Call Out and a fee of \$50 being deducted from the Bond.

#### PUBLIC LIABILITY INSURANCE

1. Permanent/regular hirers of the Centre, Registered bodies and Associations and those who charge fees must provide the Board with evidence of Public Liability Insurance. Failure to provide such evidence will result in the cancellation of future bookings.
2. The Hirer whilst using the venue under these Terms and Conditions of Hire keep current a Public Liability Insurance Policy for the sum of not less than Ten Million Dollars (\$10,000,000.00 and shall provide documentary evidence of such cover.  
Unless evidence of insurance is provided the performance or event may be cancelled and any deposit paid forfeited.
3. All Hirers, performances and cast/crew associated with the performance or event understand that all personal possessions are to be secured throughout the duration of the hire. KNC takes no responsibility for items lost, stolen or damaged during the hire. The Hirer acknowledges that these terms and conditions will be communicated to all performers and cast/crew associated with the performance.

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#### PAYMENT

1. Bookings will only be confirmed after payment of a deposit of no less than \$100 or the Hiring Fee and Bond money.
2. The full Hire Fee and Bond money must be paid at least a month prior to use of the room or at the time of booking, if requested by the Centre. Time must be allowed for cheques to clear in the bank or cash will be required. You can also direct credit our account at least 3 days before picking up key. **We do not accept credit cards or EFTPOS.** Our banking details are **Bendigo Bank, BSB 633000 A/C 159961820** – please include your / your organisation's name.
3. **A hirer of a room must give the Centre 1 weeks' notice for cancellation of a booking.** Cancellations advised after this time will result in the hirer paying the full rental fee or 1 week hire for the room. A refund of the rental fee will be made only if another booking for the same time and room is received by the Centre.
4. **Invoicing** : Regular hirers will be invoiced monthly. Regular hirers are asked to give as much notice as possible of any cancellations or changes to rooms to enable invoicing adjustments to be made.

#### EQUIPMENT

1. Hirers must get prior permission to bring in extra electrical equipment and use it in the building. Any damage caused by faulty electrical equipment brought into the Centre must be paid for by the hirers.
2. Any equipment brought into the Centre by a hirer is at the hirer's own risk. The Centre does not accept responsibility for any loss, damage or theft of a hirer's equipment or effects even if permission to store on site has been given by the Board. The hirer is responsible for any accidents caused to any person by their equipment.
3. Hirers are responsible for any accidents caused by their negligence or failure to take due care.
4. The Centre has very limited storage rooms. Regular hirers may apply to the Board for use of storage space within the Centre for their equipment. Requests may be granted after consideration of the available space and on condition that equipment is stored in a tidy manner and does not create a fire hazard. Fees may be charged for storage.
5. Any equipment owned by the hirer and stored in the Centre must be returned to its storage area at the conclusion of each hire session to ensure the room/s used is free for other hirers.

#### POSTERS

Notices, posters or displays must not be altered, covered or removed unless prior permission is given by the Board. No posters, decorations etc. are to be attached to wall or notice boards without prior permission.

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#### **SPECIAL CONDITIONS**

Customer complaints and requests for refunds pertaining to the performances are to be resolved by the Hirer.

#### **LEAVING THE BUILDING**

1. The hirer is responsible for ensuring the room/s used is left in a clean and tidy condition. This includes the toilets and any other areas used. Basic cleaning equipment will be provided by the Centre (vacuum cleaner, broom, mop, bucket, dustpan and brush). However hirers will need to provide any other cleaning equipment required.
2. All kitchenware must be washed and returned to the appropriate cupboard. Benches and sinks must be cleaned. When the dishwasher is used it must be emptied prior to the hirer leaving the Centre if possible.
3. A cleaning fee is applicable in respect of all Events and Performances. The current rate will be \$35 per hour and a minimum charge of 3 hours will be applicable.
4. All rubbish must be removed from the premises and disposed of. The Centre does not have any Otto bins.
5. Any equipment used by the hirer including tables, chairs, whiteboards etc. must be returned to its original position in a clean and tidy condition. Please do not drag furniture across the floor. Tables must be carried by two people at all times.
6. On completion of the activities, all windows and doors are to be locked and lights turned off, toilets are checked for cleanliness and any stragglers, and the SECURITY SYSTEM ACTIVATED before locking front door. Failure to correctly secure the building, which includes the correct setting of the alarm, may result in non-refund of bond. Hirers will be given an Exit Check List by Office Staff.

**Keys MUST be returned to the Centre on the next working day after use of the Centre.**