



VENUE HIRE AGREEMENT

HIRER CONTACT DETAILS

Name _____

Organisation _____

Email _____ Phone _____

Address _____

_____ Postcode _____

Bank Account Details (for return of bond): Acc Name: _____

BSB: _____ - _____ A/C No: _____

Hirer Type

- Not for profit or Community Group (proof of NFP status must be supplied)
- Business or Govt
- Private
- Quambie Park Lease for Life Resident (subject to no paid bookings)

HIRE DETAILS

Period of Hire _____ AM/PM on ____/____/____ TO _____ AM/PM on ____/____/____

Purpose of Hire _____

Estimated Number of attendees _____

- I am over 18 years of age.
- I have a copy and I am aware of the conditions applicable to the hire of The Hub (the venue) and hereby agree to them forming part of this hire agreement.
- I acknowledge The Hub is to be cleared of any rubbish, left in a clean and tidy condition with floors swept and mopped and the kitchen cleaned and all items removed from the fridge and/ or freezer. Failure to comply will result in a \$75 cleaning charge being invoiced in addition to normal hire charges.

Signature of Hirer: _____ Date: _____

OFFICE USE ONLY

Invoice Created No: _____

Signed Agreement Received

Copy of Agreement to Hirer

Booking in Calendar

Deposit Paid \$ _____

Balance paid (on pickup) \$ _____

Bond Received \$ _____

Bond returned \$ _____

Key Issued: ____/____/____

Key Returned: ____/____/____

Invoiced for any additional fees as per 13.4 Schedule of additional charges

Staff Name _____ Date: ____/____/____

Terms and Conditions of Hire

1. Agreement to the contract

1.1. Purpose of hire

- 1.1.1. The Hub is available for regular and casual hire by community groups, organisations including not for profit and the general public for private events.
- 1.1.2. Organisations, groups or individuals hiring The Hub, do so only for the stated purpose of hire.
- 1.1.3. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other venues or residents of the community.

1.2. Age restrictions

- 1.2.1. Quambie Park does not allow events (birthdays, graduations etc.) for ages between 12-30 years.
- 1.2.2. False information provided on a 'Venue Hire Application Form' and/or non-compliance of age restrictions will result in the person signing the declaration on the hire form being charged an additional \$100.00 (refer to 13. *Schedule of Additional Charges*).

1.3. Restrictions to numbers attending

- 1.3.1. An estimate of the numbers of guests attending must be included on the 'Venue Hire Application Form'. If the number of guests attending is in excess of the number of guests included on the application form, a fee may be charged (refer to 13. *Schedule of Additional Charges*).
- 1.3.2. Maximum capacity compliance: To satisfy current COVID-19 and fire regulations, the maximum capacity of The Hub is declared on the application. Strict adherence to this capacity must be maintained. If this term is breached, a fee may be charged (refer to 13. *Schedule of Additional Charges*).

1.4. Times of hire

- 1.4.1. The Hub is available for hire from 8.00am to 7.00pm. Venue Hire after 7.00pm must be endorsed by the CEO of Quambie Park.
- 1.4.2. The period of hire shall commence and conclude strictly at the agreed times nominated on the 'Venue Hire Application Form'.
- 1.4.3. The set up and clean up time must be included in the times of hire.
- 1.4.4. The Hub must be vacated promptly at the conclusion of the hiring period.
- 1.4.5. An extra charge will be imposed for any additional time used which is not booked in advance (refer to 13. *Schedule of Additional Charges*).

1.5. Days of hire

The Hub is available for hire seven days a week. No hire will be available from 23 December to 4 January.

1.6. Vacation of venue

The Hub must be vacated no later than 7.00pm (unless endorsed by the CEO as per 1.4.1.)

2. Application for hire and confirmation of booking

- 2.1. Once a 'Venue Hire Application Form' is received, Quambie Park will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on (08) 9733 1355.
- 2.2. The person completing and signing the 'Venue Hire Application Form' and signing this hire agreement must provide a copy of their drivers' licence or other photographic ID including the current address when submitting their 'Venue Hire Application Form'.

3. Hire costs and payment arrangement

- 3.1. All charges quoted are inclusive of GST and in Australian Dollars.
- 3.2. Quambie Park will review rates annually and provide at least four (4) weeks' notice of any rate changes.
- 3.3. If an organisation is eligible for a discounted rate based on Not-For-Profit (NFP) organisation status, an ATO Certificate must be submitted with the 'Venue Hire Application Form'.
- 3.4. Hire costs and payment arrangements:
 - 3.4.1. Hire charges will be calculated and invoiced in advance.
 - 3.4.2. Payment arrangement: hirers will be required to make payments by direct deposit or by credit card (Visa or MasterCard)
- 3.5. Upon confirmation of the booking, an invoice will be emailed to the hirer.
- 3.6. Full hire charges must be paid within seven (7) days of receiving the invoice.
 - 3.6.1. If the booking is made and confirmed less than seven (7) days prior to the hire date, full payment must be received within two (2) days of the invoice being sent.
 - 3.6.2. If full payment is not received within the specified time frame, the booking may be cancelled and cancellation fees will be applied (refer to 6. *Cancellation of booking*).
- 3.7. Keys to The Hub will not be issued unless the hire charge is paid in full.

A date and time will be provided in the confirmation email advising when to collect the keys.

4. Non-payment of invoice

- 4.1. Where a hirer has not paid the invoice by the invoice due date, the following process will apply:
 - 4.1.1. Quambie Park will send correspondence to the hirer requesting the outstanding fees be paid immediately or the hire session will be cancelled.

Note: if the hirer cancels the hire session, cancellation fees will apply (refer to 6. *Cancellation of booking*).
 - 4.1.2. If the fees remain unpaid 48 hours prior to commencement of The Hub Hire period, Quambie Park will cancel the hire and forward the outstanding fees to a debt collection service to commence debt collection processes.
 - 4.1.3. In the event of a debt being referred to a debt collection agency and/or law firm, all collection and legal demand costs will be added to the outstanding amount to be recovered from the hirer.

5. Bond

- 5.1. A bond amount of \$300.00 per hire is required and will be held until the conclusion of the hiring period
 - 5.1.1. The hirer will acknowledge on The Hub Hire Application form that hirer stated on the form is responsible for leaving The Hub in its original condition and is liable for any damage caused while on premises. Any damage caused during the hire session will be reported immediately to Quambie Park.
 - 5.1.2. If total amount of additional charges is in excess of the \$300.00 bond, the hirer will be forwarded an invoice for the charges in excess of \$300.00 for settlement within seven (7) days.
 - 5.1.3. The bond will be returned in full or in part on return of the keys and an inspection of The Hub.
- 5.2. Quambie Park Lease for Life residents:
 - 5.2.1. Bond charges will not apply unless additional charges are required (refer to *13. Schedule of Additional Charges*).

6. Cancellation of booking

6.1. Cancellation by Hirer

In the event of a cancellation, the following process and charges apply.

- 6.1.1. Quambie Park requires a minimum of 7 days written notice (email acceptable) to cancel any booking.
- 6.1.2. Cancellations received with less than 7 days' notice of the intended date of hire, will incur 100% of the hire charges.
- 6.1.3. Cancellations received with greater than 7 days' notice will incur a charge equivalent to 25% of the hire charge.

6.2. Cancellation by Quambie Park

- 6.2.1. Quambie Park reserves the right to refuse or cancel any booking: that is deemed to be unsuitable for the premises, or where false or misleading information has been given, or where Quambie Park suspects that false or misleading information has been given, or as a consequence of unacceptable behaviour.
- 6.2.2. Quambie Park will not be held liable for any costs incurred by the Hirer as a result of cancellation of any booking if the terms and conditions of hire are breached.
- 6.2.3. Quambie Park will provide written and/or verbal notice cancelling a booking (without advance warning if necessary) if:
 - Quambie Park suspects that false or misleading information has been provided on the 'Venue Hire Application Form'.
 - Quambie Park becomes aware that any event, goods, or service proposed to be held or provided by the hirer is/are objectionable, dangerous, and inappropriate for The Hub, prohibited by law, or would be of detriment to Quambie Park, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by Quambie Park.

- Unexpected repairs or alterations to the hire venue are underway.
- The premises are not fit for use due to electrical or security failure, or damage.
- Adequate evidence of insurance coverage has not been provided if required.
- Mandated COVID-19 Venue restrictions or lockdowns are in force.

7. Key collection and return

- 7.1. Keys must be collected from Quambie Park's Pam Corker House, Eastcott St Waroona 6215, between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys must be collected on the Friday prior to the hire.
- 7.2. If the hirer fails to collect the key(s) from The Hub from Quambie Park prior to their hire session, the hire session will be cancelled by Quambie Park and cancellation charges will apply as per *6. Cancellation of booking*.
- 7.3. Keys must be returned to the Quambie Park's Pam Corker House, Eastcott St Waroona 6215, following the conclusion of the hiring period i.e. on the day of hire:
 - 7.3.1. During business hours (9.00am - 4.00pm Monday to Friday), keys are to be returned to reception
 - 7.3.2. Outside of business hours, return keys via the Drop Box located in the front reception.
- 7.4. If keys are not returned on time, a fee will be deducted from the bond (refer to *13. Schedule of Additional Charges*).

8. Access to venue

- 8.1. Premises may only be occupied during the times specified in the 'Venue Hire Application Form'. If the hirer occupies the hire venue either before or after the agreed hire time noted on their application form, additional hire time will be charged accordingly (refer to *13. Schedule of Additional Charges*).
- 8.2. Set up and cleaning/pack up time must be included within the entry time and exit time stated on the 'Venue Hire Application Form'.
- 8.3. If The Hub has been hired until 7.00pm the hirer must ensure that the premises are vacated no later than 7.00pm.
- 8.4. All goods and equipment provided by the hirer (including music equipment, decorations, leftover food/drink etc) must be removed from the premises within the hire time period or additional charges will apply (refer to *13. Schedule of Additional Charges*).

9. Public liability insurance

- 9.1. All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event. Please note:
 - 9.1.1. A Public Event is an event which is:
 - open to members of the public and/or
 - advertised to the general public and/or

- either free to attend or has an entry cost and/or
- aimed to sell or promote goods or services (e.g. Tupperware Party)

9.1.2. A Private Event: is an event which is;

- by invitation only. For example, a birthday party. Private events would be adequately covered by Quambie Park's Public Liability Insurance

9.2. \$1,000 excess is payable in the event of any public liability insurance claim made by hirers.

10. Obligations during hire

10.1. General obligations

10.1.1. Personal belongings / food items left unattended at The Hub will be at the hirer's own risk. Any equipment arranged by the hirer must be removed from The Hub at the end of the hire period. The Hub will not be available the following day to collect equipment. If this term is breached, a fee may be charged and deducted from the bond (refer to 13. *Schedule of Additional Charges*).

10.1.2. The hirer must allow unrestricted access to The Hub at any time by Quambie Park staff or representatives on official business or attending due to an emergency call out, and to security officers or emergency services officers.

10.2. Cleaning, setting up and packing up

All of the following is required within the agreed period of hire:

10.2.1. The premises must be left in a clean and tidy condition with floors swept and mopped and the kitchen cleaned and all items removed from the fridge and/ or freezer. Cleaning products are located in the cleaning cupboard.

10.2.2. Set up and pack up time must be included within the hire session time. The hirer is responsible for resetting the furniture and leaving the premises 'as they found it'.

10.2.3. The hirer is responsible for removing all rubbish from the premises (including the grounds of The Hub).

10.3. Decorations and advertising

10.3.1. The use of decorations is permitted on the condition they do not damage or mark any part of the building. Extreme care should be taken to ensure decorations do not present a fire hazard.

10.3.2. Handbills, posters and other advertising materials are not permitted within or outside The Hub without the written consent of Quambie Park.

10.3.3. If decorations are not removed, or should damage from decorations be caused, the cost of removal and repairs will be deducted (refer to 13. *Schedule of Additional Charges*).

10.3.4. Glitter, party-poppers and smoke machines are not permitted.

10.3.5. Events, gatherings and/or parties must not be advertised on Facebook or other media.

10.4. Restrictions to numbers

To satisfy current COVID-19 restrictions and fire regulations the maximum capacity for The Hub is declared on the application form. Strict adherence to this capacity must be maintained. If this term is breached, a fee and fines may be charged (refer to 13. *Schedule of Additional Charges*).

10.5. **Food catering**

Preparation of food and beverages must be confined to the kitchen area. Barbeques and any form of outdoor food preparation or cooking are not permitted. The kitchen must be left clean and tidy as per the original condition the kitchen was presented at the start of the hire session.

10.6. **Smoking and alcohol**

10.6.1. Smoking is NOT permitted at The Hub, including the grounds.

10.6.2. No alcohol is to be consumed at The Hub, including the surrounding grounds, except at the discretion of the CEO of Quambie Park.

10.7. **Noise**

10.7.1. The Hub is in a residential area and due consideration must be given to nearby residents. Complaints received by Quambie Park from nearby residents for noise disturbances will incur an additional fee (refer to *13. Schedule of Additional Charges*).

10.7.2. Excessive noise could incur an infringement/fine of up to \$1,000.00 for which the hirer is liable. If this term is breached, the hirer will be invoiced and charged for the cost of the infringement (refer to *13. Schedule of Additional Charges*).

10.7.3. In accordance with the Environment Protection Act 1997 all noise before 10,00pm must be below 45 decibels.

10.8. **Damage to property or premises**

10.8.1. 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our Venue. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.

10.8.2. Any damage that occurs to the premises during the time of hire must be reported to Quambie Park as soon as possible.

10.8.3. For any damage incurred by the hirer or one of their invited guests, the hirer will bear the full cost of repairs arranged by Quambie Park.

10.9. **Illegal activity or maximum room capacity exceeded**

If any activities in or around the Hub instigate the attendance of the Police (during hire or thereafter), a fee will be charged. Hirers are responsible for bearing the full cost of fines/infringement notices for non-compliance of maximum room capacity (refer to *13. Schedule of Additional Charges*).

10.10. **Security and safety**

10.10.1. Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are responsible for the behaviour of attendees at their event at The Hub.

10.10.2. The hirer is responsible for the conduct of all attendees and children are to be supervised by an adult at all times. The costs incurred for any damage caused by any person in attendance during the hire period will be the responsibility of the hirer.

10.10.3. The hirer must allow unrestricted access to The Hub at any time by Quambie Park staff on official business, and to security officers or emergency officers.

10.11. **Emergency call-out**

10.11.1. The hirer can contact Quambie Park on (08) 9733 1355 in case of emergency.

Emergencies are classified as:

- Hirer cannot gain access to the premises (e.g. key won't work or door lock broken)
- Property or building damage which requires immediate repairs (e.g. window broken and needs immediate repairs to be arranged).

10.11.2. Emergency call out fee requiring attendance:

- Applicable if an emergency call-out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required.
- In the case where the call-out was not the fault of Quambie Park and/or The Hub hire equipment/structure is not faulty, the hirer will be charged an attendance fee for onsite assistance (refer to 13. *Schedule of Additional Charges*).

10.12. Fire or Police contacted

10.12.1. Extreme Emergencies: In case of fire at premises or if Police are required to attend event, hirers must phone 000 as first point of contact.

10.12.2. Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police or a security call out (refer to 13. *Schedule of Additional Charges*).

10.13. COVID-19 / Influenza Screening

10.13.1. Before entering the Hub, all attendees of the HUB must:

10.13.2. Take their temperature using the thermometer provided. The temperature must be 37.5°C or below. If above this temperature, entry is not permitted.

10.13.3. Complete the *COVID-19 / Influenza Screening* form provided, including proof of vaccination status (as per 10.14 below). If unable to answer yes to any of the questions provided on this form, entry is not permitted.

10.14. Vaccination Status

10.14.1. As a part of Quambie Park, The Hub is subject to the requirements as stated in the *Public Health Act 2016 (WA) Visitors to Residential Aged Care Facilities Directions (No 8)*. This means, to enter the facility, ALL attendees of the Hub must provide evidence of:

- Complete (2 shots plus booster) COVID-19 vaccination, and a
- Current (i.e. less than 12 months) flu vaccination.

To provide this evidence, the hirer must record (on the *COVID-19 / Influenza Screening* form in 10.13) that they have sighted either:

- a hard copy printout of the Vaccination certificate – as provided via Medicare – or
- proof of vaccination on the Service WA app.

11. Obligations after hire

11.1. Cleaning and packing up

11.1.1. Premises must be vacated no later than 7.00pm, unless by prior arrangement endorsed by the Quambie Park CEO.

11.1.2. It is the responsibility of the hirer to ensure the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.

11.1.3. If the cleaning is not to a suitable standard, the cost of engaging cleaners will be

deducted from the bond (refer to *13. Schedule of Additional Charges*).

11.1.4. At the end of the hire, hirers must ensure all items identified in point *11.2 Hirer's checklist* have been completed.

11.2. **Hirer's checklist**

Premises must be left in suitable condition. This checklist has been provided for hirers to follow:

- All tables and chairs have been wiped down and stacked/stored in original position
- All decorations have been removed (including balloons, adhesives, streamers, etc)
- Any cooking equipment used has been washed and returned to storage
- Toilets have been left in a reasonable state and rubbish bins emptied
- All floors have been swept and mopped.
- All rubbish has been removed from the premises
- All additional items belonging to the hirer are removed from The Hub (including food and drinks, music equipment etc). Hirers are not permitted to access The Hub the following day. Additional hire charges will apply
- All heating/air-conditioning has been turned off. Failure to turn off air conditioners/heating at completion of hire will result in a fee of \$50.00 to be deducted from the bond (refer to *13. Schedule of Additional Charges*).
- All windows are closed
- All lights are turned off
- All doors are locked and secure
- Keys must be returned to the Quambie Park's Pam Corker House, Eastcott St Waroona 6215, following the conclusion of the hiring period i.e. on the day of hire:
 - During business hours (9.00am - 4.00pm Monday to Friday), keys are to be returned to reception
 - Outside of business hours, return keys via the Drop Box located in the front reception

12. Hire Availability, Fees and Inclusions

12.1. **Hire Availability**

12.1.1. The Hub is available for full or half day hire only.

12.1.2. Half day hire comprises up to five hours within the following time bands:

- 7.00am – 1.00 pm
- 1.00pm – 7.00pm

12.1.3. Full day hire: 7.00am – 7.00pm

12.2. **Schedule of Fees**

All fees stated are current 1 January – 31 December 2022.

All fees are inclusive of GST and in Australian dollars.

	Quambie Park Lease for Life residents	NFPs and Concession card holders	Business and non- concession card holders
Half Day Hire	FREE (subject to no paid bookings)	\$65	\$100
Full Day Hire	FREE (subject to no paid bookings)	\$110	\$180

12.3. Inclusions

Hirers receive access to, and full use of, the facilities within The Hub. This includes:

- kitchen (large fridge, oven, cooktop, dishwasher, utensils, crockery and cutlery),
- toilets (1 x unisex, 1 x disabled)
- thetrette with large (80 inch) flat screen smart TV, and home cinema seating
- Open plan function space
- Chairs and tables
- Verandah and grounds

12.4. Exclusions

Access to storeroom

13. Schedule of additional charges:

- 13.1. In the event of any of the circumstances listed in the Schedule of Additional Charges, the hirer agrees to the BOND being utilised for the associated costs or fee incurred to a maximum of \$300.00. Where applicable, hirers may be charged for more than one item.
- 13.2. If the total of additional charges is in excess of \$300.00, the hirer will be forwarded an invoice for the excess.
- 13.3. All charges stated are current 1 January – 31 December 2022.
- 13.4. All charges are inclusive of GST and in Australian dollars.

Schedule of Additional Charges		
ITEM	ITEM DESCRIPTION	CHARGE INCURRED
1	Agreement to the contract; Age restrictions: Non-compliance of age restrictions	\$100.00
2	Agreement to the contract; Restrictions to numbers attending: Non-compliance of numbers in attendance.	\$100.00
3	Agreement to the contract; 1.4 Restrictions to numbers attending: Non-compliance of maximum capacity of the hire venue inline with COVID-19 or fire regulations.	\$500.00
4	Key collection and return: Non–return of key(s) issued to hirer (includes initial key issued and any additional keys issued if original is lost)	\$50.00

5	Key collection and return; Replacement key: Loss of keys resulting in on-site attendance to deliver and issue a replacement key.	\$100.00
6	Access to venue: Additional occupation of premises if hirer uses premises before or after agreed time of hire. Additional hire time will be charged by the hour.	\$25.00 per additional hour PLUS admin fee \$25.00
7	General obligations; Personal belongings / food items: Hirer's personal items or hired equipment left at premises outside of agreed hire period	\$150.00
8	Cleaning, setting up and packing up: Additional cleaning of venue if venue is not left in clean condition.	\$75.00 per hour
9	Cleaning, setting up and packing up: Chairs / Tables not cleaned and/or packed away in correct area	\$50.00
10	Cleaning, setting up and packing up: Rubbish not removed from premises.	\$50.00
12	Decorations and advertising: Decorations or parts thereof left at premises	\$50.00
14	Noise; Complaints received by Quambie park from nearby residents for noise disturbances	\$100.00
15	Reference 18. Noise: Fine incurred for excessive noise as per EPA 1997	\$ cost of infringement
16	Damage to property or premises: Damage caused during the hire session as outlined, but not limited to: <ul style="list-style-type: none"> ▪ Broken window / glass ▪ Damage to flooring Damage to venue property / premises	\$ repairs as arranged by Quambie Park PLUS clean up fee \$150.00
17	Illegal activity or maximum room capacity exceeded: Activities by hirers or attendees at hire session which requires the attendance of any Emergency Services including ACT Police and/or Fire Brigade. Hirers are responsible for cost of infringement for non-compliance of maximum room capacity.	\$ cost of infringement from Emergency Services PLUS Quambie Park fee \$200.00
18	Emergency call out; Emergency call out fee requiring attendance: Where an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required, where The Hub hire equipment/structure is not faulty the hirer will be charged an attendance fee for onsite assistance.	\$75.00
19	Hirer's checklist: Air conditioning/heaters not turned off at completion of hire session	\$50.00
20	Hirer's checklist: Removal and/or failure to return any Quambie Park property, furniture or equipment including remote controls. Quambie Park will report all items of theft to police and provide hirers details to the police to investigate.	\$300.00