



Merinda Park Learning & Community Centre Inc

A0028764B

ABN 69 093 616 835

Melways Ref. 129 F8

RTO 3952

Phone: (03) 5996 9056

141-147 Endeavour Drive, Cranbourne North 3977

Fax: (03) 5996 9434

P.O. Box 7144 Cranbourne North 3977

Email: admin@merindapark.com.au

Web: www.merindapark.com.au

HALL HIRE CONDITIONS

1. APPLICATION FOR USE

- a. Application for use of this building shall be:-
 - Made on the form approved and supplied by the Committee of Management;
 - Signed by a MPLCC staff member; and
 - Lodged with the administration office
 - Submitted by a person over the age of 21 (license to verify D.O.B)
- b. On requesting the Hire of the Facility, the Committee of Management may require the hirer to supply a fully detailed, written or printed program showing what is to be performed and to take place on the occasion of the booking of the facility.
BOOKINGS ARE NOT CONFIRMED UNTIL AN APPLICATION FORM IS COMPLETED, DEPOSIT IS PAID, AND APPLICATION FULLY SIGNED.
- c. Notice of cancellation must be received in writing 7 days prior to the date booked. A penalty for the late cancellation will be charged. (See item 3)
SHOULD THE HIRER FAIL TO ADHERE TO ANY OF THE CONDITIONS, THE ENTIRE BOND MAY BE FORFEITED.

2. PERMISSION TO USE

- a. Permission to use the facility may be granted only by the Administration Officer acting for the Committee of Management hereinafter called the Committee.
- b. It shall be at the discretion of the Committee/CEO to hire or refuse to hire the facility. It shall also be at the discretion of the Committee to lessen the fee payable to any particular group.
- c. If the Committee directs that a refusal be given to any group or hirer any monies paid in respect of that hire shall have no claim at law or in equity for any loss or damage in consequence of such a refusal.
- d. The hirer shall only be permitted to use the part or parts of the building hired and use only the equipment and furniture agreed to by the Committee and stated on the contract.
- e. Subletting is not permitted.
- f. The building should not be used for any purpose other than applied for by the Hirer on the Application Form.
- g. It is the responsibility of the Hirer to see that its members and/or guests understand and adhere to these conditions.

- h. Smoking is prohibited in the entire Facility. Should there be any evidence of smoking inside or around the perimeter of the building at any function; the entire bond monies may be forfeited.
- i. The event for which the facility is to be hired cannot be advertised on any social media outlets eg. Facebook, twitter etc. If found on any social media the Committee/CEO will cancel the booking and refund will be given of the bond less the hire fee up to \$250.00.

3. CANCELLATION OF HIRE

Notice of cancellation must be made in writing addressed to the CEO. All cancellations will incur a \$100.00 Administration fee if notified more than 7 days prior to the function. If cancellation is made within 7 days of the function no refund will be given.

4. HIRING CHARGES

- a. Hiring charges are set by the Committee of Management and are reviewed from time to time.
- b. If any damage takes place to the building or its contents, deductions will be made in accordance with Schedule Two (attached). Should the bond be insufficient to cover the cost of the damage, the hirer will make good any shortfall immediately upon request.
- c. Should the hirer wish to pay the bond with a credit card this can only be done on the day of collection of the keys. A preauthorisation is taken whereby the funds are placed on hold until after the function. Once the keys are returned and the premises cleared of any damages etc the hold of funds will be released within 3-5 business days as per the Commonwealth Bank policy.

5. EQUIPMENT AND DECORATIONS

Approval by the CEO must be obtained to;

- (i) use extra parts of the centre, not previously arranged.
- (ii) use the playground
- (iii) decorate in the building

NO DECORATIONS ARE TO BE TIED OR TAPED TO THE CEILING FANS

It is the responsibility of the hirer to erect, take down and store all equipment pertaining to their hire. Hirers shall be liable for damages to persons or property as a result of incorrect storage of equipment.

6. DAMAGE

- a. The floors, ceiling, walls or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any such manner or in other ways damaged. No Notice, Sign, Advertisement or Scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, doors or any such portion of the building, fittings or furniture without prior consent of the CEO.
- b. The Hirer must protect the floors from stain or any other damage and use appropriate cleaning procedures. (if required)
- c. If damage takes place to the building, its contents or grounds, the bond may be forfeited in full. If this is insufficient to meet the cost of such damage, the balance shall be paid by the Hirer immediately upon receipt.
- d. The Hirer must not remove any equipment or furnishings from the building.

Refer to item 22

7. GOOD ORDER

The Hirer shall:

- a. Be responsible for the full observance of these conditions and for the maintenance and
- b. Preservation of good order in the facility and its environment throughout the whole duration of the hiring.

- c. Ensure that all meetings/functions cease in time to allow cleaning/tidying to be carried out during the period the premises were hired.
- d. Ensure that all tables and chairs are returned and stacked neatly in the appropriate storage area and according to the floor plan displayed outside the storeroom door.

CHAIRS AND TABLES ARE TO BE CARRIED AND NOT DRAGGED OVER THE FLOOR SURFACE, OR TAKEN OUTSIDE. (PLEASE USE TROLLEYS PROVIDED)

- e. Ensure that the facility and its surrounds are left in clean and tidy conditions and that all damage is reported as soon as possible to the CEO. Extra cleaning charges may be applied if the facility or the approached thereto are left in an untidy state.
- f. **Ensure that all rubbish is removed from the premises upon completion of the hire.**

8. CLEANING CHARGES

Extra charges may be levied for any additional cleaning required such as:

- a. Washing of tables, chairs, kitchen utensils or any other part of the facility.
- b. Removal of vomit and /or faeces from the toilet facilities or any other area of the facility.
- c. Removal of sticky tape, staples and/or graffiti from any part of the facility.
- d. Removal of all rubbish from premises. **Rubbish not to be left in MPLCC bins.**

9. INSTRUCTION AND ACCESS

- a. The Committee or its authorised representative shall be entitled to free access to any part of the building during the hiring.
- b. Any instruction given by the Committee's authorised representative to any persons admitted by the Hirer shall be obeyed, however, such instruction should not interfere with the operation of the Hirer's purpose.
- c. Hall Hirer is responsible for the centre while in their hire.
- d. It is recommended that front doors are locked, once everyone has arrived at the function to ensure unwelcome guests don't disrupt your function. Hall Hirer is responsible for the facility during their hire.

10. DISPUTES

In the event of any disputes or differences arising as to the interpretation of these conditions of hire, or any matter or thing contained therein, the decision of the Committee of Management shall be final and conclusive.

11. ARTICLES BANNED FROM USE

Unless special approval has been granted by the Committee of Management the use of the following items are banned in the facility:

- Confetti
- Hot coals
- Hay
- Fireworks
- Beer Barrels or Kegs

The use of any of these articles without approval may result in the TOTAL LOSS of any Bond monies paid. The hirer must not bring any heavy equipment of flammable substances into the Centre without written consent of the CEO.

12. LIQUOR

- a. If serving liquor, it must be included on the Application Form. Failure to do so may result in cancellation of function.
- b. Despite approval being given by the Committee for the consumption of alcohol at a function, a member of the Committee/CEO may direct that the serving of liquor be temporarily or permanently suspended during the function.
- c. Where alcohol is to be sold at any function, the Hirer must obtain a Liquor Licence and shall also supply a copy to MPLCC prior to the function.

13. CATERING

Any food for public consumption related to the booking must be prepared in a Registered Food Premises, as provided for in the Health Act.

14. THEFT

The Committee shall not be liable for any loss or damage sustained by the Hirer for 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 shall indemnify the Committee against any claim by any such person, firm or corporation in respect of such article or thing.

15. CONTRACTUAL OBLIGATIONS

The Committee shall not be liable for any negligent or tortuous act of the Hirer in connection with the use of the Building, or for any breach of a contractual obligation by the Hirer with regard to such use. The Hirer shall acknowledge such exclusion of liability and shall undertake to indemnify the Committee against any claims whatsoever for any such tortuous acts or breaches of contractual obligations.

16. ALARM

The Administration Officer will give details relevant to alarm system (copy attached). Failure to set the alarm will result in a deduction from bond (see schedule 2)

17. NOISE

Any objectionable noise must cease promptly at 1.00am (weekends)

18. ELECTRICITY

Hirers, upon leaving the hall, should ensure that all electricity switches are turned off. If any lights or heaters are left on, an additional fee will be levied upon the Hirer. (see schedule 2)

19. REFUND OF BOND

Refund of bond will be arranged after an inspection of the premises by a Merinda Park Learning & Community Centre Officer following the function. The refund will be processed once keys are returned on the next business day unless a cheque was presented as the Bond. If the bond was taken as a pre-authorisation from a credit card the refund will occur within 3-5 business days.

PERMANENT HALL HIRERS: (ongoing hiring)

There is NO automatic Liability Insurance coverage for the Hirer. It is the Permanent Hirer's responsibility to obtain a degree of insurance cover appropriate to the type of booking of an amount not

less than \$5,000,000 but preferably \$10,000,000 is required. A copy of the renewal notice must be sent to the centre once paid. This is the responsibility of the hirer to do this.

As a term of the Agreement, permanent hirers hire the facility entirely at their own risk and accordingly regular hirers are required, as a pre-condition of hiring the facility, to have a valid/current Certificate of Currency which includes the following terms;

- Council, Committee of Management or Organisation name with centre address are the named insured.
- There is a minimum of \$5M Public Liability insurance.
- This must be provided when booking Hall.

CASUAL HIRERS (once off)

- a. There is automatic Public Liability Insurance coverage for the Hirer. A fee of \$20.00 is included in the hire charge to cover the premium of public liability insurance for \$10M coverage. In the event of a claim you agree you will be the point of contact for any inquiries related to that claim.
- b. The hirer/s are not insured under Council's or MPLCC's own insurance arrangements and Council or MPLCC will not accept any responsibility and/or liability for any accidents/claims and/or demands arising out of the hire. The insurance is between the 'hirer' and the underwriter.
- c. The Hirer of the Building shall not do, or neglect to do, nor permit to be done, nor allow to be left undone, anything which will affect the insurance policies relative to fire or other risk in connection with the Building. The Hirer must agree to indemnify Council and MPLCC to the extent of such policies are affected through any Act of Commission or Omission.
(See schedule 3)

20. COLLECTION & RETURN OF KEYS

The keys to the Centre must be collected from the Administration Office on the last business day prior to the function and duly returned the next business day by 10am. Failure to return keys by 10am will incur a \$50 fine. The Centre has an alarm system which must be armed at the conclusion of the function with the code provided. Failure to arm the alarm system will result in the forfeit of \$100 from the bond to cover the service fee of the security firm (instructions attached). Keys must not be duplicated or locks changed to the room or facility.

21. GENERAL

- a. The Committee of Management reserves the right to change any of the aforementioned conditions without notice.
- b. Hiring costs are relatively inexpensive because members of MPLCC donate their time and energy into its upkeep and maintenance.
- c. The Hirer shall be responsible for any accident, loss, damage or injury sustained by any person or persons using any part of the Centre or premises during the currency of the hiring, notwithstanding that such injury arose from or by reason of any defect in the furniture, fittings, or any other accessories of any kind, and the Hirer agrees to indemnify the Committee of Management against all claims or demands made, or costs of expenses occurred in connection herewith.
- d. The Committee reserves the right to change any of the abovementioned conditions and will discuss the changes with the regular hirers prior to implementing the changes.

22. ANIMALS

Hirer must not allow animals to be brought into the room except for the purpose of an aid eg: Guide Dog, Hearing Dog.

23. BOND

If the hirer fails in any way to comply with these conditions, when keys are returned either the full bond will be processed waiting for exact costings or the fees for non-complying will be processed immediately. Refer to Schedule 2 for exact charges. As a Council building we have to wait for Council to repair damages and then invoice the Centre which can take many weeks.

Schedule 2

The following list detail amounts which may be charged or deducted from the Bond of any occurrences associated with the hire of the facility:

<u>RATE</u>	<u>ITEM</u>
\$ 50.00	Chairs Tables not cleaned and stacked properly in storeroom
\$ 50.00 per hour	Additional Cleaning required
\$ 50.00	Cleaning of vomit outside
\$ 50.00	Lights left on
\$ 50.00	Heaters left on
\$ 50.00	Ceiling fans left on
\$ 100.00	Rubbish not removed
\$ 50.00	Decorations (or part thereof) left on walls
\$ 50.00	Confetti in the Centre
\$ 55.00 per hour (GST Inclusive)	Function continuing after hire period
\$100.00	Failure to secure the Centre properly (doors/windows/shutters Not closed or locked)
\$100.00	Police being called for disturbances at Centre function
\$100.00 per extinguisher	Unnecessary discharge of fire extinguishers
\$100.00	Scratching/Marking of floor surfaces
\$100.00	Spillage/staining of carpet
\$100.00	Lost Key (s)
\$120.00	Failing to set alarm
\$ 50.00	Failing to return keys by 10am next business day following hire unless prior arrangements are made.
As per Quotation	Damage to the Centre and/or Furnishings
As per Quotation	Damage to carpet

All amounts are GST inclusive.

These costs may seem excessive; staff need to be called upon, on short notice to undertake these tasks.

Schedule 3

Outline of Costs

Children's Parties (except Saturday night)	\$55.00 per hour (GST inclusive)
Bond	\$500.00

Childcare room is not for hire. Use of the main hall.
Chairs and tables will not be removed from the centre

Sunday Hire	\$ 55.00 per hour based on 4 hours. (GST Inclusive) Over 4 hours the rate is \$275.00 (GST inclusive)
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Saturday Night Functions 2pm – 2am.	\$275.00 (based on 12 hour period with 2am exit as the latest possible) (GST inclusive)
Bond	\$500.00
Additional hours beyond the 12 hour period	\$55.00 per hour (GST Inclusive)

16th to 21st Birthday parties	\$275.00 (GST inclusive)
Bond	\$1,000.00

Hall seats 80/100 people. These fees allow you to use tables/chairs, kitchen and main hall areas.
Kitchen is not equipped with cutlery or dinnerware but can be hired. Ask reception for details and costs

Saturday Functions must turn the music off at 11pm (latest) and leave the facility by 2am (latest) after cleaning.

Alarm must be on, before you leave otherwise a fee will be charged. When picking up keys a practical demonstration will be given.

Payment must be received 7 days prior to function, if paying by cheque.

Keys to be collected the last working day prior to the function, between 8:30am – 4:00pm and returned by 10.00am the next business day. Failure to return the keys by 10am will incur an additional \$50.00 fine.

Preferably we like the person who opens/closes the facility for the function to pick up the keys, so that the alarm system can be demonstrated.

If you have any problems or concerns, please contact the after-hours City of Casey Council number.

CONFIRMATION OF BOOKING IS NOT COMPLETE UNTIL AFTER CONTRACT HAS BEEN SIGNED BY BOTH PARTIES AND DEPOSIT HAS BEEN PAID.

Thank you