

Gordon Community Centre: Venue Hire Terms & Conditions

Anglicare NSW South, NSW West, ACT (referred to as Anglicare within this document) partners with Lanyon Valley Anglican Church (referred to as LVAC within this document) to deliver a range of services and programs for the local community from Gordon Community Centre.

When services/programs are not operating, the facilities are available to hire and the following document outlines the terms and conditions for venue hire.

Gordon Community Centre Contacts

Address: 110 Lewis Luxton Avenue Gordon 2906

General inquiries: 6284 7003 Weekdays except Thursdays and Public Holidays

Emergency Contact (outside of above hours): 0437 372 816 This number is not to be distributed beyond the Hirer

Email: gordon@anglicare.com.au

For any emergency please call 000 and then notify the Centre Coordinator on the Emergency Contact number above

Related Documents:

Attachment 1: Fees & Charges Schedule

Gordon Community Centre Hire Application Form

Gordon Community Centre Booking Confirmation Form

Anglicare & LVAC Fee Waiver (where applicable)

Hire Information Pack – Provided Prior to Hire Period

Emergency Evacuation Procedures

Cleaning & Closing Checklist

Equipment Instructions

Security & Access Information

Terms and Conditions of Hire

1. Application to Hire & Bookings

- 1.1. All organisations, groups or individuals ('the Hirer') hiring the Gordon Community Centre ("the Centre") shall firstly complete an 'Application to Hire Gordon Community Centre' form which shall be signed by the responsible person who must be at least 18 years of age – proof of age and identity will be required. This applies to all Hirers regardless of whether they are casual or regular Hirers. The Hire Application form shall be lodged with the Centre Coordinator, who shall keep a record of all bookings and liaise with the enquirer regarding bookings.
- 1.2. The Centre cannot be hired for 16th, 18th or 21st birthday parties, school formals or after parties. The Centre is not suitable for Weddings. The Centre Management Committee will consider any request for engagement and other parties.
- 1.3. Applications to Hire will be approved by the Coordinator or the Centre Management Committee. Anglicare reserves the right to refuse hire of the Centre for any function deemed not suitable for the venue.
- 1.4. A tentative booking will not be considered confirmed until the Hire Agreement has been signed. Tentative bookings must be confirmed within 14 days of being placed. Any bookings remaining unconfirmed after 14 days will be cancelled and notice of the booking will be sent via email or phone.
- 1.5. Regular bookings can be confirmed for a maximum of 6 months only. If bookings are required beyond the initial 6 month period, a review of the booking will be undertaken prior to the end of the current confirmed booking. Hire fees may be adjusted for new/renewed bookings to reflect any change to Anglicare's hire fees that may have occurred. Anglicare will endeavour to cater for renewing regular bookings, however is unable to guarantee availability beyond the confirmed booking in place at any one time.

2. Hire Fees

- 2.1. Hire fees apply during the hire period as per the Schedule of Fees and Charges, and may differ from those quoted at the time of enquiry if the booking is not made at that time. The rate will be confirmed at the time of booking although additional fees may occur as outlined in this document
- 2.2. Hire rates for Not for Profit (NFP) organisations and Public Benevolent Institutions (PBI) are less than those charged for commercial or private use of the facilities. Community groups seeking reduced fees for hire are required to provide documentation that demonstrates not for profit status.
- 2.3. Hire fees apply from the time access to the facility is required up until the venue is secured at the conclusion of the hire period. **Please note, all booking times include set up, pack down and cleaning after the event, therefore any**

additional time spent in the venue outside the specified hire period will incur additional costs.

- 2.4. The Hirer may only enter the facility during the times agreed with Anglicare and as specified on correspondence from Anglicare. If the Hirer breaches this condition and enters the facility outside the agreed time, Anglicare reserves the right to terminate the hire agreement and/or charge additional hire fees.
- 2.5. The hire fees for casual use of the Centre must be paid in full, prior to use. Full payment of all fees must be paid at least 5 business days prior to the scheduled date of hire. If full hire fees have not been received within the timeframe specified, Anglicare reserves the right to cancel the booking accordingly.
- 2.6. Regular hirers will be invoiced on a monthly basis. Any outstanding debts will attract an administration fee and may be subject to debt collection procedures
- 2.7. Any printing or photocopying will be charged via invoice at the rate set out in the Fees and Charges Schedule.

3. Security Bond

- 3.1. All Hirers are required to pay a Security Bond as specified in the Fees and Charges Schedule. This acts as security against damage to property or for breach of any part of the hire agreement. The bond must be paid via cash, in full at least 5 business days prior to the first scheduled date of hire. If this 5 day period is breached, cancellation of any booking may occur.
- 3.2. The bonds will be returned via the method paid (cash) within 5 business days following the conclusion of the bookings, provided there is no damage or missing equipment, the facility and surrounding grounds are left clean and any facility keys are returned. The Hirer will need to return to the venue to collect the bond by appointment with the Coordinator

4. Cancellation of Bookings

- 4.1. If a casual Hirer gives written notice of intention to cancel a confirmed booking, the following conditions will apply:
 - If notice is received more than one month prior to the commencement of the hire period, no charges will occur
 - If notice is received between one month and four business days prior to the commencement of the hire period, 25% of the full hire fee will be charged
 - If notice is received less than four business days prior to the commencement of the hire period, 100% of the full hire fee will be levied
- 4.2. Regular Hirers are required to give a minimum of three weeks' notice of intention to cancel a booking. In the event of cancellation less than three weeks prior to the hire period, 100% of the booking fee will be charged

- 4.3. Anglicare 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 as a consequence of unacceptable behaviour. Anglicare will not be held liable for any costs incurred by the Hirer as a result of any cancellation

5. General Hirer Obligations

- 5.1. The Hirer will use the venue for the stated purpose only. That purpose must be lawful, conducted in a manner that does not disrupt or inconvenience other room users or the surrounding commercial / residential areas
- 5.2. The Hirer will attend the venue prior to the event to collect the building and alarm codes and hire specific information. The Hirer attending must be the individual who has signed the agreement. Building and alarm codes are not to be distributed to anyone other than the Hirer.
- 5.3. During the hire period, the Hirer is responsible for the care, maintenance and safety of the facility and is liable for any damages, loss or replacement. Further information is specified in the Damage and Cleaning sections below
- 5.4. The Hirer must ensure room capacity limits are not exceeded under any circumstances. Capacity limits for each room/area are advised on the Hire Application Form.
- 5.5. The Hirer is responsible for the conduct of all attendees and children are to be adequately supervised at all times.
- 5.6. The Hirer must not inscribe, paint, affix to or exhibit in or on the facility any sign, advertisement or notice without prior consent. Advertising for private functions on any public social media platform is not permitted
- 5.7. Special conditions such as particular security measures may be imposed for specific events. If there are additional fees associated with the special conditions these will be discussed with the Hirer prior to the event.
- 5.8. The Hirer acknowledges that during business hours, members of the public, including vulnerable individuals, may be accessing Community Centre services or programs. All service and program users have the right to privacy and confidentiality and the Hirer must ensure they respect this right. No information regarding Centre clients or business is to be discussed with non-Anglicare and/or LVAC staff or outside of the Gordon Community Centre. If the Hirer has a concern regarding a service or program user they must notify the Centre Coordinator immediately.
- 5.9. **Smoking is not permitted within the Centre or Centre grounds.** The Hirer is responsible for ensuring that this is enforced at all times during the hire period.

- 5.10. **No alcohol is permitted on the premises.** Hirers who are found to have alcohol on the premises will risk termination of the hire agreement, cancellation or banning of future bookings/hiring and additional penalties may be incurred
- 5.11. Any decorations must be secured with temporary measures that will not damage the building and all decorations and adhesives must be removed completely at the end of the hire period. Thumbtacks, confetti and glitter are not to be used. Any use of adhesives or other products that result in damage to paint or walls/ceiling will result in the cost of repairs being deducted from the Security Bond
- 5.12. No animals are permitted inside the facility or within its grounds without prior written consent from Anglicare. The only exceptions will be trained companion animals displaying markers to identify them as such.
- 5.13. The use of naked flames, fireworks or smoke effects are not permitted in the facilities or surrounding grounds at any time

6. Damage

- 6.1. Following the conclusion of the hire period, the facility will be inspected for any damage, including marks or stains on carpet/floors, damaged paintwork, damaged equipment, misuse or vandalism of property. The cost incurred for any damage to Gordon Community Centre, its facilities, equipment or surrounding grounds by any person in attendance during the hire period will be the responsibility of the Hirer.
- 6.2. If in the reasonable opinion of Anglicare there is any damage to the facility during the hire period (excluding fair wear and tear), Anglicare may deduct from the Security Bond the amount which is the cost of rectifying or offsetting any other costs or charges incurred through such damage.
- 6.3. Where the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond, where it is more than the bond, the bond will be withheld and an invoice will be sent for the balance.
- 6.4. All damage must be reported to Anglicare by no later than the next business day. If damage is likely to impact on the security or safety at the venue, the Coordinator must be notified on the day the damage occurs on 0437 372 816.

7. Facilities and Cleaning

- 7.1. The Hirer acknowledges that it is the Hirer's responsibility to ensure that the areas of use are left in a clean and tidy state before leaving the premises of the scheduled booking.
- 7.2. If in the reasonable opinion of Anglicare, any additional cleaning be required, Anglicare will bring in cleaning staff and the cost shall be deducted from the

Security Bond.

- 7.3. All activities and cleaning scheduled within the building must cease by the agreed time specified in the hire agreement.
- 7.4. The Hirer is responsible for the removal of all rubbish (inside and outside). Standard household type waste from the venue can be disposed of in the outdoor rubbish or recycling bins located in the yard near the gate. If the bins are full, rubbish must be taken away from the premises by the Hirer. Failure to do so will result in a cleaning fee being deducted from the Security Bond.
- 7.5. Should regular Hirers continue to leave the premises in an unsatisfactory state, Anglicare reserves the rights to terminate the hire agreement. One off or casual Hirers may be prohibited from future hires if they have previously left the premises in an unsatisfactory state.
- 7.6. Preparation of food and beverages must be confined to kitchen and sink areas only, or within the immediate vicinity of the outdoor BBQ. The Hirer has full responsibility for food safety during the hire period
- 7.7. If kitchen/cooking facilities have been used during the hire period, the oven, BBQ, microwave, sink and fridge are to be cleaned and all food and beverage removed at the conclusion of the hire period
- 7.8. The Hirer is responsible for set up and pack down of any furniture as required. If the standard room set up is changed during the hire period it must be returned prior to the conclusion of the hire period
- 7.9. Vehicles are strictly prohibited from parking outside of designated parking spaces at the facility (e.g. not on nature strips, reserves, parkland or obstructing driveways), or otherwise parked in surrounding streets as per normal road conditions and laws
- 7.10. People parking in restricted areas are liable for the payment of fines. The Hirer is responsible for ensuring attendees are aware of parking restrictions around the facilities. There is no provision for extra parking or changing current parking restrictions. There is no recourse for fines received by attendees of the Hirer's event
- 7.11. The Centre is not available for primary use of a storage space or toilets for functions in a reserve or nearby parkland. If a Hirer requires storage immediately prior to or following an event, additional hire fees will apply

8. Noise Levels and Curfew

The Gordon Community Centre is located in a residential area.

- 8.1. Noise levels must be kept to a minimum at all times (not exceeding 45db at the property boundary) and the activities scheduled within the building must cease by the time agreed within the hire agreement.
- 8.2. Any noise audible from beyond the Centre's boundary must be ceased by 10pm and must not commence prior to 8am.
- 8.3. Use of live bands or DJs is not permitted at the Gordon Community Centre
- 8.4. Excessive noise levels may incur a fine of up to \$1000 for which the Hirer is liable. The Hirer will also be liable for any costs associated with court proceedings which may be brought as a result of any breach of the Act.

9. Public Liability

- 9.1. The Hirer shall be responsible for any accident, loss or damage, or any injury sustained by any person or persons using any part of the Gordon Community Centre and its facilities and equipment during the hire period.
- 9.2. The Hirer shall indemnify, and keep indemnified, Anglicare against all actions, suits, claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of, or in connection with the hire of the rooms, including legal costs associated with any actions, suits, claims or demands that have been caused or contributed to by the Hirer
- 9.3. Any equipment or articles brought onto the premises by the Hirer are on the premises at the Hirer at their own risk and Anglicare shall not be liable for any loss or damage of these items.
- 9.4. It is a policy of Anglicare that all Incorporated community or commercial organisations using the Gordon Community Centre must hold and maintain at all relevant times, Public Liability Insurance coverage with a minimum limit of \$10,000,000 (ten million) for any one claim. Anglicare must be provided with a current copy of the Certificate of Currency at least 3 business days prior to the event taking place.
- 9.5. Regular user groups are required to provide Anglicare with any amended or updated documentation regarding their Public Liability Insurance cover.
- 9.6. One-off hire by individuals can be covered under Anglicare NSW South, NSW West and ACT's general public and products liability insurance policy at a cost of \$25.00 per use for hire of the Centre. This condition applies to hire for non-commercial or non-profit making purposes only and excludes any sporting body, club, association of any kind, religious organisation, corporation or incorporated body.

- 9.7. If an insurance claim is made when the Hirer is covered under Anglicare's insurance, the Hirer will be required to pay the policy excess as specified in the Fees and Charges Schedule

10. Facility Security

- 10.1. The Hirer is responsible for the security of the facility and surrounding grounds including opening up and locking up. Doors and windows must be locked and the building alarm system activated at the end of the hire period, as per instructions provided prior to the hire
- 10.2. The Hirer is responsible for the behaviour and safety of guests attending the facility. A fee will be deducted from the Security Bond for any activity in or around the venue that results in the attendance of police
- 10.3. Access to the main building is via a code which will be provided to the Hirer at the venue induction. The code must not be distributed to other parties
- 10.4. If any keys (e.g. storage shed) are required by the Hirer, a deposit of \$30.00 will be required for the key. This will be refunded with the facility bond when the key is returned in good order.
- 10.5. Any call out of the Security Company during the hire period or within an hour of the completion of the hire period will result in the Hirer being charged for the call out costs. The average call out costs \$70 per 30 minutes.

11. Disputes

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

Attachment 1: Fee & Charges Schedule

Please note GST will be added on invoices where applicable

Hall / Full Centre Hire Fees

Session	Hours*	NFP/Community Organisations	Individuals	Commercial Organisations
Hourly Rate	Between 9am-5pm	\$28 +GST	\$30 +GST	\$40 +GST
Half Day Rate	Up to 4 hours between 9am-5pm	\$100 +GST	\$110 +GST	\$150 +GST
Full Day Rate	Up to 8 hours between 9am-5pm	\$190 +GST	\$200 +GST	\$290 +GST
After Hours Hourly Rate	7am-9am and/or 5pm-10pm	\$32 +GST	\$35 +GST	\$50 +GST

Consulting / Meeting Room Hire Fees

Session	Hours*	NFP/Community Organisations	Commercial Organisations
Hourly Rate	Between 9am-5pm	\$20 +GST	\$35 +GST
After Hours Hourly Rate	7am-9am and/or 5pm-10pm	\$23 +GST	\$40 +GST

Additional Fees and Charges

ITEM	COST
Black and White Printing / Photocopying	10c per page +GST
Colour Printing / Photocopying	15c per page +GST
Security Bond (refundable as per terms & conditions)	\$150
Key Deposit (refundable as per terms & conditions)	\$30
Cleaning & Repair Costs	As per cost of service. Deducted from bond or invoiced if bond is not sufficient
Security Call Out Costs	As per cost of service. Deducted from bond or invoiced if bond is not sufficient
Emergency Services Call Out Costs	\$100 +GST
Insurance Excess (where hirer is covered by Anglicare's Insurance)	As per Insurance Policy