

HUGHES COMMUNITY CENTRE

HIRE TERMS AND CONDITIONS OF USE – 2023

The Council on the Ageing (“**COTA ACT**”) is responsible for managing the Hughes Community Centre (“**The Centre**”). The building is leased to COTA ACT by the ACT Government and COTA ACT is required to ensure that it is well maintained and made available for use by community groups and organisations.

1. Deposit, Bond and Payment

1.1 Bookings will **only** be confirmed when:

- a) 50% deposit is paid; and
- b) Booking form is signed and returned.

1.2 If hire payment is by cheque, bookings are only confirmed when cheque is cleared, therefore cheque payments are only accepted three (3) weeks prior to date of hire. Cheques are to be made payable to “COTA ACT”.

1.3 **COTA ACT requires a bond** to cover:

- a) Cost of any damage to the Hall/Room or any of The Centre’s property in or around The Centre;
- b) Cost of any cleaning of any part of the Hall/Room used for the function which, in the opinion of COTA ACT, exceeds that normally required.
PLEASE NOTE: Any food remains, or food or drink containers, decorations or any other rubbish associated with the function left behind in the Hall/Room or on The Centre’s grounds will automatically be treated as exceeding normal cleaning requirements;
- c) Cost of replacing lost security key.
- d) Cost of attendance by Security Company if security alarm is not properly set;
- e) Any loss or damage incurred or suffered by The Centre because of a breach of these **Terms and Conditions of Use** by the Hirer;
- f) Any other breach of the **Terms and Conditions of Use**, as determined by COTA ACT.

1.4 If, in the opinion of COTA ACT, the Hirer has complied with these conditions, and after the function there is no damage to the Hall/Room or Centre property, and there is no excess cleaning to be done, the bond will be refunded.

1.5 Where the bond is insufficient to cover the amount required for repairs, replacement or cleaning, COTA ACT reserves the right to claim further costs from the Hirer as a debt.

1.6 COTA ACT reserves the right to refuse to approve any application without giving any reason.

1.7 COTA ACT reserves the right to revise hire fees every financial year.

2. Cancellation and Bond Refund

2.1 Cancellation Fees may apply. Cancellations will only be accepted if more than two weeks (10 business days) notice is given prior to the date of the event. Cancellations made after this time, incur a cancellation fee of 50% of the total hire amount. The deposit will act as the cancellation fee.

2.2 For cancellations with less than 48 hours’ notice – full charges apply.

2.3 For long term bookings – one month’s notice is required for cancellation.

- 2.4 Where hire fees are not paid in accordance with the terms of this document, the booking shall be deemed cancelled.

3. Venue Access

- 3.1 **For out of hours hirers, collection of keys, security access, alarm code and instructions must take place no later than 4pm on the last working day prior to the event/activity, unless otherwise negotiated.**
- 3.2 **The Hirer will be asked to sign a register for the key** when they pick it up, and to provide their credit card details for the bond. The date of return will be noted in the register and the key will be signed back in. The bond will be retained until the security key has been returned. If the security key is lost, the Hirer is responsible for payment of a replacement.
- 3.3 **If the Hirer does not pick up keys** before their hire date/time and is unable to access The Centre outside business hours no refund applies.
- 3.4 **Keys must be returned by 10am on the first working day following the hire or deposited in the locked key box under the alarm pad in the foyer.**
- 3.5 The Hirer must not use The Centre outside of the booked hire hours. The hirer should ensure that they allow time **within the agreed hire hours** for setting up, decorating, tidying and cleaning.

4. Security

- 4.1 The Centre is equipped with a back-to-base alarm system that is monitored 24 hours per day. The Hirer will be instructed on the use of the alarm when they pick up the key and provided with an Instruction leaflet which will include the allocated security code. It is essential that they understand how to deactivate and reactivate the system. Failure to properly set the alarm system may incur a fee.
- 4.2 The Centre is monitored by a 24-hour CCTV.

5. Cleaning

- 5.1 The Hirer must return The Centre in a clean and tidy condition.
- 5.2 On completion of their event, the Hirer must ensure that the hired room/s, bathrooms/toilets and hallways are tidy and left in a clean state.
- 5.3 The Hirer must ensure any excessive rubbish is disposed of in the hopper in the courtyard at the rear of the Hall or removed from the building.
- 5.4 If the property is left untidy, and toilets messy, a fee may be charged to clean the venue, or a loss of bond may occur.

6. Insurance

The Hirer is responsible for appropriate insurance coverage when using The Centre. COTA ACT has no control over the way in which the Hirer operates and cannot be held responsible for consequential accidents or events.

7. General Terms of Use

- 7.1 The Centre has a general policy of **No Alcohol, No Parties, No Animals**. COTA ACT reserves the right to refuse or cancel bookings they deem to be possible high risk.
- 7.2 Any loss or damage incurred, or suffered, by The Centre due to a breach of the *Terms and Conditions of Use* by the Hirer, will incur a loss of bond and any damage to any equipment or floors will incur a fee.
- 7.3 The Hirer must ensure their activities do not affect the safety of, or intrude on, other venue users, staff and surrounding residents. This includes Children always supervised and not permitted to run freely

throughout The Centre.

- 7.4 **The booking time must include the time required to set up and pack up the room.** The Hirer is responsible for their own set-up and pack up. Tables and chairs are provided and **MUST** be returned to their original location following use.
- 7.5 For children's birthday parties no jumping castles can be used in the hall or adjacent to the hall.
- 7.6 Please take particular care with the floor surface of the Hall. Chairs and tables or any other equipment should be lifted, not dragged, across the floor. **PLEASE DO NOT MOVE THE STAGE.** Damage to any equipment, or the floor, will incur a fee.
- 7.7 Furniture **MUST NOT** be moved between rooms or the Hall and the Rooms.
- 7.8 Where necessary, sweep and wash floors. Spills on the floor should be cleaned up immediately.
- 7.9 Ensure that the kitchens AND kitchen equipment are left clean and tidy.
- 7.10 Ensure all lights, heaters and other equipment are switched off prior to leaving.
- 7.11 Ensure curtains and blinds are opened and closed properly. Do not drag them, please use the draw-cords, and ensure they are closed prior to leaving The Centre.
- 7.12 Ensure all windows are secured prior to leaving The Centre.
- 7.13 Ensure that group members (and children) only use the Room/s that have been hired.
- 7.14 Ensure appropriate behaviour is maintained at all times.

8. Conduct

- 8.1 The Hirer is responsible for the conduct of each and every person in attendance at their function / event / activity conducted in and / or around The Centre and for the maintenance and preservation of goodwill generally.
- 8.2 Children must be always supervised by a responsible adult, and not permitted to run freely throughout the Centre.
- 8.3 COTA ACT will not tolerate disorderly or offensive behaviour.
- 8.4 The Hirer must ensure that noise is kept to a minimum, as The Centre is in a residential area.
- 8.5 The Hirer must respect other hirers, and the neighbours, and encourage all persons to arrive and leave The Centre quietly.
- 8.6 No illicit or illegal drugs are permitted on the premises.
- 8.7 The Centre, and its surrounding areas, are a non-smoking environment.

9. Barbecues and Appliances

- 9.1 No open fires are permitted **in the venue or any areas around premises.**
- 9.2 **No barbecues of any type** (e.g., gas, wood, fire beads) are permitted.
- 9.3 **No Cooking Appliances** are permitted to be used in the venue, or any areas around premises, other than those provided in the kitchen of the venue.

10. Audio Visual Equipment

- 10.1 No Audio-Visual equipment is supplied. Audio Visual equipment in the Hall / Rooms is not for hire or for Hirer to use and is not to be used or tampered with.

11. Future Use

- 11.1 COTA ACT has the right to deny use of The Centre to any individual, group or organisation that it deems not to have complied with these Terms and Conditions of Use.

12. Disclosure Statement

- 12.1 **There is 24-hour CCTV Monitoring throughout The Centre.**
- 12.2 If there is a concern or an incident, please contact COTA ACT on Ph: 6282 3777 during office hours or Alarm Monitoring on Ph: 1300 663 323.
- 12.3 It is a priority of COTA ACT to ensure The Centre is well maintained but this requires the Hirer's assistance and co-operation. COTA ACT's aim is to reduce costs so that the facility is affordable. The costs of repairs and wastage must be borne by the Hirer; therefore, it is in the interests of the Hirer to take reasonable care.

Bond Payment (fund holding)

Payment: Cash or EFTPOS (to COTA ACT office) or Credit Card (details below)

Amount: \$ _____

MasterCard or Visa

Card number: _____ - _____ - _____ - _____ Expiry date ____ / ____

CVV _____

Please tick here if you require a GST invoice/receipt

Cardholder's name _____ Signature _____

The full amount of this transaction will be processed following the event if there is any evidence that the terms of hire in this document have not been complied with. As per items 1.4 and 1.5, the bond will be used to rectify issues (i.e., cleaning or damage), any remaining funds will be returned to the hirer or outstanding amounts will be billed to the hirer.