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 Approved by: Chair of Elders
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CONDITIONS OF HIRE

1. Agreement to the Contract

- 1.1 **Purpose of Hire** The venues are available for regular and casual hire by community groups, organisations and the general public for private events. Organisations, groups or individuals hiring Citywide Centres must indicate their stated purpose of hire. Citywide reserves the right to not hire our facilities to organisations or religious groups for activities that are opposed to the ethos of Citywide Baptist Church.

The purpose of the hire must be lawful and conducted in a manner that does not disrupt other users of the venue or residents of the community.

- 1.2 **Restrictions to numbers attending** An estimate of the numbers attending an event must be included on the *Citywide Centre Enquiry Form*. Citywide's Place of Assembly Licences state a maximum capacity which must be strictly adhered to. The maximum capacity for each venue is shown on the *Enquiry Form*. If this term is breached, a fee may be charged (*ref 19, Item 1*).
- 1.3 **Times of Hire** Venues are available for hire from 9.00 am to 12.00 midnight. The period of hire shall commence and conclude strictly at the agreed times nominated on the *Citywide Centre Enquiry Form*. The set up and clean up time must be included in the times of hire. The venue must be vacated promptly at the conclusion of the hiring period. An extra charge (per hour or part thereof) may be charged for any additional time used which is not booked in advance (*ref 19, Item 2*).

2. Application for hire and Confirmation of booking

- 2.1 Once an online *Citywide Centre Enquiry Form* is received, Citywide will make phone or email contact within seven (7) working days, after which a quotation will be sent. If you do not hear back within seven (7) working days, please contact us on (03) 6244 4333.

3. Hire Costs, Bond and Payment arrangement

- 3.1 You will receive a *Quotation* for the proposed hire. You will also receive a separate email containing the *Terms and Conditions* and a *Hire Agreement*. If you want to proceed with the hire, you must read these documents and complete and sign the *Licence Agreement* form and return it to Citywide's office (by email or in person) as soon as possible. This will confirm your booking. If you decide not to proceed with the booking, please let Citywide office know so we can release the proposed date for others.
- 3.2 You will also be asked to make a pre-payment for a Bond of \$500 14 days after receiving the Quotation. This will be held in credit subject to the Hirer leaving the premises in its original condition. Any additional costs incurred as per the Schedule of Charges on p.7 will be deducted from the Bond. If the total amount of additional charges is in excess of \$500, the excess amount will be added to the invoice.
- 3.3 If your total Quotation for hire is less than \$500, full payment will be required 14 days after receiving the Quotation in order to confirm your booking.
- 3.4 Following the event, a full invoice including Bond adjustment will be sent to you requesting full payment within seven (7) days.

4. Cancellation of booking

- 4.1 Citywide requires a minimum of 14 days' written notice (email acceptable) to cancel any booking. Cancellations received with less than 14 days' notice of the intended date of hire will incur a cancellation fee of 20% of quotation price. Cancellations received with greater than 14 days' notice will not incur a cancellation fee. (*Ref 19 Item 3*)
- 4.2 Citywide will provide written and verbal notice of cancelling a booking (without advance warning if necessary) if:
- Citywide suspects that false or misleading information has been provided on the *Citywide Centre Enquiry Form*.
 - Unexpected repairs or alterations to the venue are underway.
 - The premises are not fit for use due to water, electrical or security failure or damage,
 - Adequate evidence of insurance coverage has not been provided when requested.

5. Key collection and return

- 5.1 Keys must be collected from Citywide Office, 400 Cambridge Road, Mornington between the hours of 9.00 am and 4.00 pm Monday to Friday. For weekend hires, keys must be collected within these working hours. We recommend contacting the office to arrange a time for key collection and venue induction. There is no after hours key collection or drop off service available at any venue.
- 5.2 If the Hirer fails to collect the key to the venue from the office prior to their hire and an after hours call out ensues, an additional fee will apply. (*ref 19, Item 4*)
- 5.3 Keys must be returned to the Citywide office, 400 Cambridge Road, Mornington during the normal working hours (9.00-4.00) on the next working day following the conclusion of the hire period. If keys are not returned on time a fee may be incurred (*ref 19, Item 5*)

6. Access to venue

- 6.1 Premises may only be occupied during the times specified in the *Citywide Centre Enquiry Form*. If the hirer occupies the hire venue either before or after the agreed hire time noted on their application form, addition hire time will be charged accordingly (*ref 19, Item 2*).

7. Public Liability Insurance

- 7.1 All hirers are required to 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.
- 7.2 For small private hires up to 50 people, it may be possible for insurance cover to come under Citywide's own insurance. This needs to be discussed with the Venue Manager.

OBLIGATIONS DURING HIRE

8. Setting up

- 8.1 Personal belongings, equipment, food and drink items left at the venue will be at the Hirer's own risk
- 8.2 Set up time for arranging furniture, decorations, delivery of food and beverages must be included within the hire session time.
- 8.3 Preparation of food and beverages must be confined to the kitchen area. Barbeques are permitted for use outside the facility only. Barbeques are not provided by Citywide.

9. Decorations and advertising

- 9.1 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 or trip hazard.
- 9.2 Glitter, party-poppers and confetti are not permitted.
- 9.3 Handbills, posters and other advertising materials are not permitted within or outside any venue without the written consent of Citywide Venue Manager.
- 9.4 If decorations are not completely removed, or should damage from decorations be caused, the cost of removal and/or repairs will be charged (*ref 19, Item 6*)

10. Smoking, Drugs and Alcohol

- 10.1 Smoking is NOT permitted inside any Citywide venue, nor within 5 metres of the entrances. It is recommended that Hirers provide their own non-inflammable receptacles to place 5 metres away from the doors where smokers can deposit their butts – and remove same upon departure.
- 10.2 The use of any recreational drugs is NOT permitted in or on any Citywide property.
- 10.3 Hirers of the Citywide premises may serve alcohol at their event provided that the Hirer is aware of their obligations of duty of care to their guests to ensure their wellbeing and safety, including appropriate training and responsible service of alcohol.

- 10.4 Hirers may sell alcohol to their guests provided that a Liquor Licence is obtained and a copy provided to the Citywide Venue Manager, and there is appropriately trained staff to ensure the responsible service of alcohol. The Hirer is responsible for the duty of care to their guests.
- 10.5 For Alcohol Licenses and regulations visit the websites at this link:
<https://www.treasury.tas.gov.au/liquor-and-gaming/liquor/applying-to-sell-liquor/apply-for-a-liquor-licence> .

11. Noise

- 11.1 Citywide venues are in residential areas and due consideration must be given to nearby residents. Complaints received by Citywide from nearby residents for noise disturbances or infringement of Council laws will incur an additional fee (*ref 19, Item 7*).
- 11.2 In accordance with the Environment Protection Act 1997 all noise must be below 45 decibels up to 12.00pm on Fridays and Saturdays, and below 35 decibels from 10.00pm to 12.00am on weekdays. If these laws are breached the Hirer is responsible for paying the infringement fine. (*ref 19 Item 8*)

12. Damage to property or premises

- 12.1 Damage is considered as breakages that impair the value, usefulness, aesthetics, or normal function of our venues. A requirement of additional cleaning is also considered under damages in these *Terms and Conditions*.
- 12.2 Any damage that occurs to the premises during the time of hire is the responsibility of the Hirer and must be reported to Citywide Venue Manager as soon as possible.
- 12.3 For any damage incurred by the Hirer or one of their guests, the cost of repairs arranged by Citywide plus an additional clean up and administration fee will be charged. (*ref 19 Item 9*)

13. Illegal activity

- 13.1 If any activities in or around the venue instigates the attendance of any emergency services (during or immediately after a hire), a fee will be charged (*ref 19 Item 10*).
- 13.2 Hirers are responsible for bearing the full cost of any fines/infringement notices for non-compliance, including any false alarm. (*ref 19 Item 11*)

14. Security and safety

- 14.1 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of attendees at their event.
- 14.2 Citywide takes the safety and protection of children and vulnerable people very seriously. Hirers must ensure that children are adequately supervised by two responsible adults at all times.
- 14.3 The Hirer must allow un-restricted access to the venue at any time by Citywide staff on official business, security officers or emergency officers.
- 14.4 A Citywide Venue Host will be present at all Auditorium hires to assist with general management of the facilities and to ensure Hirers leave the premises in good and clean condition.

15. After hours call-out

- 15.1 Citywide does not operate after hours or on weekends. Keys must be collected during business hours and an induction of the building received. Any instruction needed for sound and lighting must be received in these business hours. The Venue Host will be able to assist in general matters.
- 15.2 An after hours phone number will be provided for the Hirer to contact in case of emergency. Emergencies are classified as:
 - Hirer cannot gain access to the premises (key won't work or door lock is broken)
 - Property or building damage which requires immediate repairs (broken window or something that needs immediate repair).

- 15.3 An after hours call out fee will be incurred if a call is placed by the Hirer and the Hirer cannot be assisted over the phone, thereby requiring attendance. In the case where the call out was not the fault of Citywide, the Hirer will be charged an attendance fee for on-site assistance. (*ref 19, Item 12*)

16. Fire or Police contacted

- 16.1 In the case of extreme emergencies, such as fire at premises or if Police are required to attend the event, Hirers must phone 000 as first point of contact. Emergency evacuation procedures are part of the induction and a full copy can be found inside the main door.
- 16.2 Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police or a security call out (*ref 19 Item 11*).
- 16.3 If any incident occurs which requires first aid or emergency services, the Hirer is responsible for filling in an *Incident Report Form* available from Citywide office and lodging it with Citywide.

OBLIGATIONS AFTER HIRE

17 Packing up and Cleaning

- 17.1 Pack up and cleaning time must be included within the exit time stated on the *Citywide Centre Enquiry Form*. A breach of this may incur a fee. (*ref 19 Item 2*)
- 17.2 As a general guide, please leave the premises as you find them.
- 17.3 All chairs and tables must be cleaned and returned to where they came from. If this is not done a fee may be charged. (*ref 19 Item 13*)
- 17.4 The premises must be left in a clean and tidy condition with carpets vacuumed, floors swept and mopped, kitchen cleaned and toilets in a reasonable condition. If the cleaning is not to a suitable standard, the cost of engaging cleaners will be charged (*ref 19 Item 14*) Hirers may elect to engage the Citywide cleaner at the time of booking to clean following their event. (*ref 19 Item 15*)
- 17.5 The Hirer is responsible for removing all rubbish from inside the premises. If this term is breached a fee may be charged (*ref 19.16*). It is preferred that the Hirer remove all rubbish from the premises. If rubbish is placed in either the skip bin (Mornington) or outside bins (Lenah Valley) there will be a fee charged for removal of rubbish. (*ref 19:17*) If excessive rubbish is placed in external bins (50% capacity), cost of bin emptying service will be incurred. (*ref 19 Item 18*)
- 17.6 All goods and equipment provided by the Hirer (including music equipment, jukeboxes, decorations, leftover food/drink, etc) must be removed from the premises within the hire time period or additional charges will apply (*ref 19, Item 19*) There is no storage available to hirers.
- 17.7 The Hirer is responsible for removing cigarette butts and broken or empty bottles and cans from the surrounding outside areas and car park of the hire venue, including receptacles for cigarette butts. If this term is breached, a fee will be charged (*ref 19 Item 20*).
- 17.8 Air conditioning, heaters, sound system and all lights must be turned off before exiting the premises. If this term is breached, a fee may be charged (*ref 19 Item 21*)
- 17.9 If the Hirer either intentionally or unintentionally removes any Citywide property or equipment including remote controls, Citywide will report all items as theft to police and provide Hirer's details for investigation. If this occurs there may be a fee charged and/or cost of replacement. (*ref 19 Item 22*)
- 17.10 At the end of the hire, Hirers must ensure all items identified in point 18 *Hirer's Checklist* below have been completed.

HIRER'S CHECKLIST

18. Hirer's Checklist

Premises must be left in a suitable condition. The following checklist has been provided to help.

- All tables and chairs have been wiped down and stacked/stored in original position.
- All decorations have been removed (including balloons, tape and adhesives, streamers, etc)
- Any cooking equipment used has been washed and returned to storage
- Kitchen benches and cook tops have been thoroughly cleaned
- Kitchen floors have been swept and washed to a high standard
- Café tables have been wiped down, café floor vacuumed and wet area mopped
- Toilets have been left in a reasonable state and tidied of excessive rubbish
- All floors have been vacuumed or swept and mopped
- All rubbish has been removed from property, or placed in external rubbish bins
- All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment, etc).
- Ensure none of Citywide's equipment or property has been inadvertently removed.
- All heating/air-conditioning/sound system have been turned off.
- All lights are turned off.
- All doors are locked and secure.
- Keys must be returned to the office on the next working day following hire between 9.00 - 4.00 pm. If office is unattended, there is a letter box under the reception window where keys can be returned.

FEES

19. Schedule of additional charges

19.1 In the event of any of the circumstances listed in the Schedule of Additional Charges below, the Hirer agrees to the Bond being utilised for the associated costs or fees incurred to a maximum of \$500.00. If the total of additional charges is in excess of \$500.00, the excess amount will be invoiced to the Hirer.

ITEM No	ITEM DESCRIPTION	CHARGE INCURRED
1	Ref 1.2 Restrictions to numbers attending. Non-compliance of maximum capacity of venue in line with Place of Assembly Licence	\$500.00
2	Ref 1.3 Additional occupation if Hirer uses premises before or after agreed time of hire. Additional hire time will be charged according to additional time used per hour. Ref 6.1 Ref 17.1	Cost of additional time PLUS admin fee \$25.00
3	Ref 4.1 Cancellation of booking less than 14 days' notice before event	20% of quotation
4	Ref 5.2 If key is not collected or if key is lost resulting in a call to the Citywide after hours number requiring onsite attendance to deliver and issue a replacement key	\$110.00
5	Ref 5.3 Non-return of key within 1 working day of hire	\$100.00
6	Ref 9.4 Decorations or parts thereof left at premises or damaged caused by decorations	\$110.00
7	Ref 11.1 Complaints received by Citywide from nearby residents for noise disturbances or infringements	\$100.00
8	Ref 11.2 Fine incurred for excessive noise as per Environmental Protection Act 1997	Cost of infringement
9	Ref 12.3 Cost of repairs for damage caused to property or premises during the hire session plus an additional clean up and administration fee	Repairs as arranged by Citywide at cost PLUS clean up fee \$150.00
10	Ref 13.1 Illegal activity or activities by hirers or attendees which require the attendance of any Emergency Services	\$500.00
11	Ref 13.2 In the case of a false alarm to emergency services, Ref 16.2 Hirers are responsible for paying any associated costs	Cost of infringement
12	Ref 14.4 Cost of Citywide Host per an hour or part thereof	\$40 per hour
13	Ref 15.3 An after hours call out requiring attendance, where Citywide is not at fault, will be charged a fee for onsite assistance	\$150.00
14	Ref 17.3 Chairs and tables not cleaned or packed away where they were taken from	\$110.00
15	Ref 17.4 Additional cleaning if venue not left in clean condition	\$100.00 Per hour

16	Ref 17.4	Cost of pre-arranged cleaner	\$60.00 per hour
17	Ref 17.5	Internal rubbish bins not emptied	\$110.00
18	Ref 17.5	Cost of using external rubbish bins at Citywide	\$25.00
19	Ref 17.5	If excessive amount of rubbish is left in the skip (50% of capacity)	\$60.00
20	Ref 17.6	Any belongings or equipment, including food and drinks left at premises outside of agreed hire period	\$150.00
21	Ref 17.7	Failure to remove cigarette butts, bottles and cans from surrounding area and car park of facility	\$120.00
22	Ref 17.8	Any of Air conditioning/heaters/sound system/lights not turned off at completion of hire session	\$100.00
23	Ref 17.9	Failure to return any Citywide property or equipment removed from the premises.	\$300.00 or cost of replacement