

# BONNELLS BAY YOUTH AND COMMUNITY CENTRE & TORONTO HIRE AGREEMENT

## Definitions

- (a) **CALM:** Refers to Community Activities Lake Macquarie, 77 The Boulevard, TORONTO NSW 2283
- (b) **The Hirer:** Refers to the person named on the attached Hire Agreement Form.
- (c) **The Centre:** Refers to the facility named on the agreement attached hereto, including the whole of the premises of the Centre, both internally and externally.

**THIS AGREEMENT** is entered into between CALM and the Hirer. This Agreement will commence from and continue to, the dates set out on the agreement attached hereto.

CALM and the Hirer have agreed that the Centre will be hired by the Hirer on the following terms and conditions:

### 1. Insurance

- (a) If the Hirer is hiring the Centre on behalf of a registered business or incorporated organisation, they must possess and provide a copy of their Certificate of Currency for Public Liability Insurance. A minimum coverage amount of \$20 million is required and an active ABN and/or CAN number.

### 2. Approved Use of the Centre

- (a) The Hirer must disclose the intended use of the Centre, including the nature of the function.
- (b) Bookings will be subject to the discretion of CALM, having regard to the maximum number of adults and children attending and the nature of the function.
- (c) Children (persons under the age of 18 years) on the premises are to be supervised at all times by a responsible adult (a ratio of 1 adult, to every 10 children is considered suitable). Children are not permitted in the kitchen. When hire is for the purpose of conducting activities for children and young people, the hirer is bound by NSW Child Protection Legislation. Failure to ensure and provide supervision per this term may result in forfeit of bond, and the cancellation of future bookings irrespective of damage sustained or lack thereof.
- (d) No 16, 18 or 21<sup>st</sup> functions are permitted. Failure to properly advise of a function's nature will result in forfeit of bond, and the cancellation of future bookings irrespective of damage sustained or lack thereof.
- (e) The function must not be openly and/or publicly advertised without prior, written consent from CALM. This includes advertising via the internet including social media and forums. Breach of this condition may constitute a prohibited use pursuant to clause 5 of this agreement.

### 3. Fees and Charges

- (a) The Hirer must pay the booking deposit within seven (7) days of the booking being confirmed. Failure to pay the booking deposit can result in automatic cancellation of the booking.
- (b) The balance of hire fees and the bond must be paid at least fourteen (14) days prior to the function.
- (c) An administration fee may be charged for changes to the booking, per CALM's schedule of fees and charges. CALM's fees and charges are available on CALM's website [www.calm.org.au](http://www.calm.org.au). All fees and charges are adopted annually by CALM and are subject to change each financial year.
- (d) Payment methods are listed on the Tax Invoice supplied to you.

### 4. Bond

- (a) The bond is payable in accordance with CALM's Schedule of Fees & Charges.
- (b) CALM will refund the bond by electronic transfer to the account details nominated on the Electronic Refund Form, within fourteen (14) days after the function once keys are returned, CALM deems that the Terms and Conditions have been adhered to and the Centre is left in a satisfactory condition.

## 5. Prohibited Use of the Centre

- (a) CALM reserves the right to decline the application for hire, if it constitutes a prohibited use of the Centre.
- (b) Prohibited uses of the Centre, include but are not limited to:
  - (i) Any unlawful activities, including but not limited to, underage drinking, unauthorised sale of goods, unauthorised fundraising
  - (ii) Functions that would be deemed offensive or discriminatory to the community or a section of the community, per the standards contained in the Anti-Discrimination Act 1977 (NSW).
  - (iii) Any other activities that would constitute an unapproved activity, per any other clause contained herein.
  - (iv) Any activities that CALM deems to be dangerous, offensive or unlawful.
  - (v) Any activities that CALM deems to place the attendees and community at risk of any physical or mental harm.
  - (vi) Any other activities that CALM deems to be inappropriate.
- (c) CALM may terminate this Agreement at any time by giving written notice to the Hirer, should it be deemed, due to any matter, that the intended use of the Centre constitutes a prohibited use.

## 6. Booking of the Centre

- (a) To book the Centre, the Hirer must complete the attached agreement to CALM, no less than 14 days, prior to the intended booking.
- (b) The hirer must read all terms and conditions contained herein and signify their agreeance by completing and signing the attached application form.
- (c) The Hirer must provide the original for photocopying or a certified copy of the Certificate of Currency for Public Liability Insurance to CALM when submitting their agreement (if applicable).
- (d) The Hirer must submit original photo identification for photocopying or a certified copy when submitting their application

## 7. Cancellation of a Booking

- (a) Cancellation of a booking must be made in writing by email to CALM at [admin@calm.org.au](mailto:admin@calm.org.au). If less than seven (7) days' notice is given, the Hirer forfeit hire fees paid.
- (b) Notification of changes to dates/times must be made in writing by email to CALM at [admin@calm.org.au](mailto:admin@calm.org.au) fourteen (14) days prior to the scheduled function. Only one free change of date will be permissible, after which each subsequent change will incur an administration fee per CALM's Schedule of Fees and Charges.
- (c) If through circumstances beyond the control of CALM the premises hired become unavailable, CALM reserves the right to cancel or renegotiate the booking.

## 8. Access to Centre

- (a) Access to the Centre will only be permitted once this agreement has been completed, the bond and hire fees have been paid in full and a copy of the Public Liability Insurance Certificate of Currency has been provided to CALM (if applicable).
- (b) With satisfaction of the conditions contained in clause (above), the Hirer will be provided with a security code. CALM will provide the Hirer with instructions to access the Centre and security alarm codes.

## 9. Cleaning the Centre

- (a) The Hirer must clean the Centre adequately prior to leaving the building and leave it in the condition that it was in when the Centre was first hired; including but not limited to:
  - (i) All tables and chairs to be cleaned and packed away neatly in the storeroom
  - (ii) Appliances are to be wiped clean
  - (iii) Any mess and spills are to be swept and mopped

- (iv) All rubbish is to be collected, placed in tied rubbish bags and placed in waste and recycling bins provided. All excess rubbish must be taken with you.
- (b) Failure to return equipment to the appropriate storage positions will incur a fee per CALM's Schedule of Fees and Charges
- (c) No additional time, outside the hire period, as stated on the agreement form, will be given to the Hirer to clean the Centre. The Hirer must factor in cleaning of the Centre within the hire period.
- (d) The Hirer is permitted to use the basic cleaning supplies provided (mop, bucket, broom and products)
- (e) Failure to clean the Centre adequately will result in a cleaning fee, deducted from the hire bond.

#### **10. Leaving the Centre**

- (a) The Hirer must lock all windows and doors, turn off all lights and electrical appliances (excluding the fridge) and activate the security alarm, prior to leaving the Centre.
- (b) Any additional access to the Centre, that has not been prearranged, will result in an overstay fee charged to the hirer's debtor account, per CALM's Schedule of Fees and Charges.
- (c) If the Hirer is unable to activate the security alarm, they must contact security for assistance. Any additional security charges due to misuse will be payable by hirer.
- (d) If the Hirer fails to activate the security alarm upon leaving the Centre, a security fee will be charged to the Hirer's debtor account, per CALM's Schedule of Fees and Charges for security fees.
- (e) If the Centre sustains any damage as a result of the Hirer's use of the Centre, CALM reserves the right to keep the bond or part thereof to repair any damaged sustained.

#### **11. Fire and Safety**

- (a) The Hirer must familiarise themselves with the Centre's displayed Evacuation Plan, including the location of emergency exit doors, prior to commencing use of the Centre.
- (b) The Hirer is prohibited from the use of fire at the Centre, including fire performances, ceremonies, barbecues (gas or fire).
- (c) Cooking appliances including spits, pizza ovens, deep fryers or naked flame appliances are not permitted to be brought to or used at the Centre under any circumstances.
- (d) Smoke machines and/or any other machines or equipment that may cause activation of the Centre's smoke alarm are not permitted to be brought to or used at the Centre. Non-compliance will result in the Hirer being liable for Fire Brigade fees, should they attend the Centre.
- (e) The Hirer and any attendees are not permitted to smoke at the Centre or surrounding grounds.
- (f) Fire extinguishers are provided at the Centre as a requirement by law and must not be removed or misused. Misuse of this equipment will result in a fee charged to the Hirer's debtor account.
- (g) The Hirer must inform CALM if the fire extinguishers have been used in any way, during their use of the Centre.
- (h) The Hirer is responsible for providing adequate first aid supplies relative to the nature of the Centre use.

#### **12. Electrical Equipment**

- (a) Any appliances brought to the Centre by the Hirer, must not exceed the power ratings of the Centre's power outlets.
- (b) The Hirer is not permitted to use heating appliances at the Centre, except for those provided by CALM at the Centre.
- (c) The Hirer is not permitted to change or interfere with the electrical systems at the Centre, including the lighting and antennas at the Centre, without prior approval of CALM.

#### **13. External Contractors/ Entertainment (Jumping Castles, Decorators, Caterers etc.)**

- (a) If the Hirer intends to use any equipment to provide service or entertainment such as but not limited to, Jumping Castles, Decorators or Caterers the Hirer must provide Public Liability certificates to CALM.

- (b) The Hirer must provide CALM with the provider's Certificate of Insurance for Public Liability \$20 Million and CALM will reserve the right to decline the use of such equipment at the Centre, having regard to the safety and suitability of the equipment, relative to the Centre.
- (c) If CALM approves the use of such equipment at the Centre, the appropriate use of the equipment will be the Hirer's responsibility.
- (d) The Hirer must provide a silenced generator to power a Jumping Castle or similar equipment and ensure that the equipment is adequately secured rather than pegged.
- (e) CALM is indemnified against any claims for any damage caused or associated with the use of equipment brought to the Centre by the Hirer.
- (f) CALM is not liable for any harm or injuries sustained by any individual who has used the equipment brought to the Centre by the Hirer.

#### **14. Alcohol & Security Guards**

- (a) Alcohol is not permitted in the Centre without proof to CALM of the appointment of security guards.
- (b) CALM requires the engagement of one security guard for every 50 people attending the Centre, where alcohol is present. The cost must be paid by the hirer, per CALM's Schedule of Fees and Charges.
- (c) No 16th, 18th, 19th, 20th and 21st birthday parties are allowed, irrespective of whether alcohol is present at the Centre or not.
- (d) The sale of alcohol is only permitted for charitable organisations and to this extent, an application to the Independent Liquor and Gaming Authority for an Application for Limited licence- single function at least 28 days before the function. Refer to [www.licence.nsw.gov.au](http://www.licence.nsw.gov.au) for further information regarding regulations and fees. A copy of the Limited Licence- single function must be provided to CALM prior to obtaining access to the Centre.

#### **15. Decorations & Furniture**

- (a) The Hirer is allowed to display table decorations and decorations that do not require attachment or affixing to walls and ceilings, at the Centre.
- (b) The Hirer must remove any decorations at the conclusion of the event including helium balloons.
- (c) Failure to remove any decorations by the Hirer will result in a removal fee deducted from the bond.
- (d) The Hirer must not attach streamers and balloons to ceiling fans.
- (e) The Hirer must not use a smoke machine or paint machine at the Centre.
- (f) The Hirer must not use or throw, rice or any other material at the Centre.
- (g) The Hirer must not bring any additional furniture to the Centre; the tables and chairs provided by CALM represent the maximum occupancy of the Centre.
- (h) Failure to abide by the conditions set out in the clause will result in a fee deducted from the bond per CALM's Schedule of Fees and Charges.

#### **16. Damages and Breakages**

- (a) All breakages sustained during the Hirer's use of the Centre must be reported to CALM on 49503888 or [admin@calm.org.au](mailto:admin@calm.org.au)
- (b) The Hirer will be liable for the full replacement or repair cost of any damage, breakages or loss caused to the Centre, equipment, fittings, contents and the surrounding ground.
- (c) CALM reserves the right to retain the damage bond to cover the costs associated to repair the damage incurred and charge any additional costs needed in excess of the bond to fully repair the damage.

#### **17. Noise & Parking**

- (a) It is the responsibility of the Hirer to ensure that attendees of the event, do not park in a manner that obstructs traffic and/or access to driveways.

- (b) The Hirer is responsible for ensuring that noise is kept at acceptable levels and will be held liable should a penalty be issued under the Protection of the Environment Operations Act 1997 (NSW), as a result of complaints of excessive noise.
- (c) Noise from music must cease at midnight (Friday, Saturday and any day preceding a Public Holiday) or by 10pm on any other day.

**18. Personal Property/Storage**

- (a) All goods and items brought to the Centre by the Hirer are the personal responsibility of the Hirer.
- (b) CALM does not accept liability for any damage or loss sustained to goods and items of the hirer.
- (c) All goods and items brought to the Centre by the Hirer are excluded from CALM's insurance policy coverage.
- (d) CALM is not liable and will not compensate the Hirer or any attendees for the loss or damage of any goods or equipment of the Hirer or attendees, or any subsequent loss or damage caused arising from the use of the Centre.

**19. General Obligations of the Hirer**

- (a) It is the responsibility of the Hirer to ensure that no pets or animals are brought to the Centre.
- (b) The Hirer must ensure that use of the Centre is restricted to the purpose stated on the agreement form.
- (c) The Hirer must not sub-let the Centre and CALM staff must have access to the Centre at all times.
- (d) The Hirer must not obstruct any law enforcement agency to access the Centre during the period of hire and must cooperate with any instructions given with respect to the Centre.

**20. Indemnification from Liability**

- (a) The Hirer agrees to indemnify CALM from liability for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Hirer that may arise at or through the use of the Centre.

**21. Emergencies**

- (a) If anything occurs on the premises during the hire period that requires the attendance of police, Ambulance, NSW Fire, SES or urgent repair the hirer must contact CALM immediately as follows:
  - (i) CALM 49503888
  - (ii) After Hours 0417682607
  - (iii) Lake Macquarie City Council 49210333

**Executed as an agreement:**

SIGNED by the Hirer:

SIGNED on behalf of CALM:

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Print Name in Full:

Print Staff Name in Full:

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Date: .....

Date: .....