



Delacombe Community Hub

Managed by the
Ballarat Neighbourhood Centre

CONDITIONS OF CASUAL HIRE PLEASE READ AND INITIAL

In these Conditions of Casual Use:

- 'BNC means Management of the Ballarat Neighbourhood Centre Inc.
- 'Facility' or 'Community Hub' means the internal Delacombe Community Hub but does not include external areas or the Council ovals, Stadium, etc
- 'Applicant' means the person nominated on the Application Form
- 'Casual User' means the person nominated on the Application Form as the Applicant and any group nominated by the Applicant on the Application Form and any of their suppliers, guests or invitees.

1. **BOOKING The Delacombe Community Hub.**

Bookings must be made via Ballarat Neighbourhood Centre web site or BNC office
On 5329 3273 or admin@ballaratnc.org.au Monday to Friday 9.00am-5.00pm

The facilities are available for hire 7.00 am – 10.00 pm every day.

Where application is made on behalf of an organisation or body of persons, the Applicant shall state the **name of such organisation** or body and the authority of the applicant for making such application, email and other details as requested. The person making application on behalf of the organisation or body will then be liable to ensure compliance with these Conditions of Casual Use.

2. **REFUSAL OF APPLICATION TO USE AND SUB-LETTING**

2.1 BNC reserves the right to refuse Applications for Casual Use.

2.2 No portion of the Facility may be sub-let or any booking transferred or assigned without the written prior consent of BNC.

3. **BOOKING DETAILS**

3.1 **Full Hire Fee (ALL CHARGES ARE GST INCLUSIVE)**

The Hire Fee, as determined by BNC, **will be paid in advance unless an invoice is requested which will be issued and due within 14 days** of receipt of Invoice. Statements will be issued regularly.

Failure to pay as per conditions may affect future booking requests.

3.2 **Bond**

When **deemed necessary** by BNC, a **bond of \$200 may be** required prior to booking confirmation. This will be returned if no damage to the Facility occurs.

3.3 Cancellation

The Casual User may cancel a booking. An email confirmation of cancellation must be received **5 days** prior to the hire date(s), **otherwise the Full Hire Fee shall be charged**. All monies will be refunded to the Hirer upon receiving written notice of the cancellation less a 10% administration fee. If cancellation received after the 5 day notice period, full fees will be charged. In extenuating circumstances (including compassionate, health and Covid-related grounds for cancellation), BNC will exercise its discretion in terms of waiving any charges associated with late cancellations (outside notice period).

BNC may cancel the booking by written notice to the Hirer at any time before the date of hire if BNC becomes aware that any event, good or service proposed to be held or provided by the Hirer is objectionable, dangerous, is prohibited by law or would be otherwise detrimental to the organisation.

3.4 Casual Use Times

The times booked **must include set-up time, caterer's time and the last person out**. Doors will only be opened and will be closed at the times stated and paid for. Any use of the Facility after the contracted time will be charged to the Casual User at the appropriate rate. Such charges must be paid within seven days of receipt of account.

4. LIQUOR

An Applicant proposing that liquor be sold either at a bar or by way of inclusion in catering costs associated with the use of the Facility will require a "Limited Licence" which must be obtained directly from Liquor Licensing Victoria.

Applicants for such a licence should allow at least four weeks for this body to process their liquor licence application. A copy of this "Limited Licence" must be presented to BNC no later than 14 days prior to the function. The liquor licence must be displayed where the alcohol is being sold for the duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing legislation. Otherwise, there shall be no liquor supplied at the event.

5. LIMIT OF CASUAL USE

The Casual User shall only be entitled to use the particular part or parts of the Facility hired, and BNC reserves the right to let any other portion or portions of the Facility for any other purpose or purposes at the same time.

6. FACILITY RULES

6.1 Hours of Use

The Facility may be used between the hours of 9.00 am and 10.00 pm

6.2 Saturday Night Hire Groups *(If applicable)*

Must pay a refundable cash bond at time of booking which will be returned five working days after the event, less any costs incurred. All patrons must be out of the facility and its surrounds by 10.00 pm or will forfeit their bond.

6.3 Sunday Night Hire Groups *(If applicable)*

Must pay a refundable cash bond at time of booking which will be returned five working days after the event, less any costs incurred. All patrons must be out of the Facility and its surrounds by 10.00 pm or will forfeit their bond.

6.4 Gambling

No game of chance, at which, either directly or indirectly, money is passed as a prize, shall take place in any portion of the Facility, without first obtaining the consent of BNC.

6.5 Smoking

Smoking is not permitted inside the Facility, anywhere within the grounds – or within 4 metres of any entrance to the property. The hirer must advise facility users about the No Smoking Policy.

6.6 Amplified Music

Amplified music must cease by 10.00 pm on Sundays and Mondays to Thursdays and 10 pm Fridays and Saturdays. Amplified music before 10am is also not permitted. (Amplified music is any music, which can be heard outside the confines of the building).

6.7 Disorderly Behaviour and Damage

No obscene or insulting language, or disorderly behaviour or damage to property shall be permitted in any part of the facility. BNC reserves the right to remove such offenders and the Casual User must pay any costs associated with the removal of these offenders.

6.8 Furniture and Equipment

All furniture and equipment remains the property of BNC and is not to be removed or relocated outside of the building. If furniture is moved it will be returned to its original position / set up.

6.9 Decorations/ Fittings and Lighting

6.9.1 No electrical installation, appliance or decorating materials of any kind shall be brought into the facility without the prior consent of BNC. All approved items must be removed at the end of the function and if not so removed, the Casual User must pay such sum as BNC determines for each day or portion of a day whilst such property remains in the Facility.

6.9.2 The use of **glitter, confetti or streamers** or similar articles of decoration is prohibited.

6.9.3 The floor, walls, doors or any other part of the Facility, or any curtains, fittings or furniture, mechanical, electrical or other equipment shall not be broken, pierced by nails or screws or in any manner or other way damaged. Wall decorations must only be put up using blue-tack. No tape or adhesives are permitted.

6.9.4 The Casual User will be liable on demand to pay the full cost of cleaning of or repairs occasioned by damage to the facility or any furniture or fittings as a result of the hiring.

6.9.5 In the event of special electrical equipment being used, the Casual User must first obtain the written consent of BNC. Consent may be given subject to conditions including the payment of extra charges and the engagement of and payment for the services of a qualified electrician.

6.9.6 The use of smoke machines or the burning of candles (and any similar items) is strictly prohibited and groups will be liable for any Fire Brigade callout fees. Note: these fees can be in vicinity of + \$1700

7. SECURITY

7.1 All windows and doors are to be locked securely and lighting switched off when leaving the Facility.

7.2 If the purpose of the hiring the Community Hub is to conduct a private function, and it is deemed necessary - the User agrees to register the event with VicPol under the terms of Party Safe.

7.3 Alarms

BNC charges a fee for any unwanted alarm activation. In the event of the hirer setting off an alarm and BNC receiving an invoice from the Security Company, the hirer shall be liable for the full cost per activation.

7.4 Theft

BNC shall not be liable for any loss or damage sustained by the Casual User, or any person supplying any article or thing to any of them by reason of any article or any thing being stolen, damaged or lost. The Casual User agrees to indemnify BNC against any person or corporation in respect of such damage or loss.

7.5 Adult Supervision

Children 10 years of age and under must be accompanied by a guardian and actively supervised at all times whilst within the Facility. An adult must actively supervise all other children under the age of 18 as per the safeguarding children requirements of the **Victorian Child Safe Standards**,

7.6 Animals

No animals shall be allowed in the Facility or its precincts without the prior consent of BNC.

7.7 Right of Free Access

BNC reserves the right of free access to any part of the Facility at all times by its representative(s).

8. POST FUNCTION CLEANING

The Casual User will leave the Facility in a clean and tidy condition and all fixtures in good working order and condition, and immediately place all rubbish and waste matter, in plastic bags within the garbage bins provided.

If this is not done, additional charges will apply or will be deducted from the bond.

9. BREACHES OF CONDITIONS OF HIRE

Any person committing a breach of any one or more of these Conditions of Casual Use may be expelled from the facility. The hirer must bring this to the attention of all persons attending the event.

10. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these Conditions of Casual Use or any matter or thing contained therein, the decision of BNC shall be final and conclusive.

11. GOODS AND SERVICES TAX (GST)

All fees and charges imposed by BNC will be subject to GST. Unless otherwise stated, fees and charges will be inclusive of GST.

12. INSURANCE & RELEASE & INDEMNITY

12.1 Insurance

The Casual User must take out Public Liability Insurance. The Casual User must supply a certificate of currency for that public liability insurance 14 days prior to the event.

In addition the Casual User will organise all permits, licences, registrations and meet legislative obligations required for their activity and use of the Facility.

12.2 Release & Indemnity

Except to the extent of any negligence or deliberate act by BNC or its Agents or employees, the Casual User is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the Facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the Casual User hereby forever releases, discharges, indemnifies, and holds harmless BNC, its servants, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former that includes:

12.2.1 Any legal liability whatsoever arising from the participation or use by the Casual User and/or any other persons associated with the Casual Use and in the activity of conducting the business operation at and/or occupying the facility and in all activities in connection therewith, due to any cause;

12.2.2 Any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use;

12.2.3 All loss or damage to any property, buildings, equipment or materials of BNC and/or any other persons on or outside the location caused by the Casual User and/or any persons associated with the Casual User due to the said participation or use; and

12.2.4 Any and all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the Casual User arising in any manner from the said participation or use/hire or occupation.

12.2.5 In addition, the Casual User must not do, or neglect to do, or permit to be done, or leave undone anything, which will affect BNC's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies BNC to the extent that such policies are affected through any such act of commission or omission.

12. PRIVACY

BNC collects personal information for the purpose of processing and managing the Application and booking to use the Facility, for regulatory, safety or other lawful purposes, for management of the Community Hub, providing you with updated information and collecting statistical data for assisting us improve our services to you. Failure to provide this personal information may result in the Application not being processed. The Applicant may access this information by contacting BNC..

Declaration

I have read, understand and agree to all the Condition of Casual Use and understand that if the Ballarat Neighbourhood Centre accepts my application, that the information I have provided on the Application Form and Conditions of Use form a binding agreement between the Ballarat Neighbourhood Centre and myself, as the user.

I also understand that if I fail to adhere to all these Conditions of Casual Use, that I will jeopardise my ability to use the Delacombe Community Hub on future occasions..

I fully understand that when using Delacombe Community Hub that I may only use the centre in the times specified in the Casual User Agreement.

I am aware that any people that use the Facility as a part of my booking with the Delacombe Community Hub are directly my responsibility and any problems created by them will directly affect my ability to have the cash bond returned or see additional charges added to the cost of hire.

PRINT NAME: APPLICANT: _____

SIGNED: _____ **DATE:** _____

On Behalf of: *(Business Name)