

Hire Agreement

**ALPHINGTON COMMUNITY CENTRE
INCORPORATED**
ABN 64 831 331 597

and

Hire Agreement

This Hire Agreement is made on

Dated / /

Parties

Name	Alphington Community Centre Incorporated and ABN 64 831 331 597
Address	2 Kelvin Road, Alphington
Short name	(hereinafter called " Neighbourhood House)

Name	_____
Address	_____
Short name	(hereinafter caller " Hirer ")

Background

- A. Council owns the Hired Area and leases the Hired Area which is contained within the Premises to the Neighbourhood House under the Lease.
- B. The Neighbourhood House has agreed to hire the Hired Area to the Hirer on the terms and conditions set out in this Agreement.
- C. The Neighbourhood House is a community asset where multiple groups may be using/hiring at the same time. Whilst you are not expected to share your room during your time of hire, please be mindful that other groups may be using the Neighbourhood House concurrently.

The Parties Agree

Definitions

In this Agreement:

Agreement means this hire agreement executed by the parties.

Bond means the bond specified in Item 8.

Council means the Darebin City Council, the owner and landlord of the Hired Area.

Deposit means the deposit specified in Item 7.

Neighbourhood House means the party specified in Item 2.

Hirer means the party specified in Item 3 and where consistent with the context includes the Hirer's employees, agents, invitees and persons the Hirer allows in the Hired Area.

Hire Fee means the hire fee specified in Item 6.

Hired Area means the area specified in Item 4.

Item means an item in the schedule attached to this Agreement headed Schedule 1".

Lease mean the lease between Council and the Neighbourhood House dated **18 October 2017**.

Occupation Period means the date(s) and time(s) specified in Item 5.

Premises means the **Alphington Community Centre**.

Special conditions means the conditions referred to in Item 14.

1. Licence

In consideration of the Hirer paying the Hire Fee, the Neighbourhood House grants to the Hirer a licence to use the Hired Area for the Occupation Period subject to the terms and conditions of this Agreement.

2. Deposit/Hire Fee/Bond/Additional Charges

- 2.1** The Hirer must pay to the Neighbourhood House:
- 2.1.1** the Deposit by the date of this Agreement specified in Item 7; and
 - 2.1.2** the Bond and the balance of the Hire Fee at least 10 days prior to the Occupation Period.
- 2.2** If the payment of the Deposit, Hire Fee or Bond is not paid by the due date, the booking/s will be automatically cancelled.
- 2.3** The Hirer is responsible for, and must pay to the Neighbourhood House, any additional charges incurred as a result of the Hirer's use of the Hired Area outside of the Occupation Period.
- 2.4** After a reasonable amount of time and notifications, if payment of any outstanding fees is not received, the debt will be forwarded to a Debt Collection Agency.

3. Hirer's Cancellation of Booking

- 3.1** If the Hirer cancels the booking it will be in accordance with the manner specified in Item 12.

4. Neighbourhood House's Cancellation of Booking

- 4.1** Notwithstanding that the Hirer has paid the Deposit, Hire Fee and/or Bond, the Neighbourhood House may terminate this Agreement at any time, with immediate effect by giving written notice of termination to the Hirer, if the Hirer does not abide the terms and conditions of this agreement.
- 4.2** Upon termination of this Agreement, the Neighbourhood House will promptly refund to the Hirer all or any part of the Deposit, Hire Fee and/or Bond that has been paid by the Hirer at the Neighbourhood Houses' discretion.

5. Public Liability Insurance and Asset Cover

- 5.1** Subject to clause 5.4, the Hirer must effect the following policies of insurance:
- 5.1.1** a public liability policy of insurance noting Council's interest as landlord pursuant to the Lease, but not as joint insured, for the amount of \$10 million per single event (and the Hirer must provide the Neighbourhood House with a certificate of currency of such insurance prior to taking occupancy of the Hired Area); and
 - 5.1.2** a policy of insurance in respect of the Hirer's property for loss and damage from risks including fire and water damage for its full replacement value.
- 5.2** If the Hirer does not hold public liability insurance as required under clause 5.1 then the Hirer may be insured under the Neighbourhood House's or Council's public liability policy of insurance (depending on the location of the Hired Area) for an additional fee provided that this is specifically stated in Item 9 of the Schedule.
- 5.3** The Hirer must produce copies of the certificate(s) of currency to the Neighbourhood House prior to the Occupation Period and if the Hirer fails to do so, the Neighbourhood House may cancel the booking.
- 5.4** Hirers who can provide evidence of insurance cover from either the Departments of Education and Training or Human Services (HAC) or Victoria Managed Insurance Authority (VMIA) shall not be required to provide public liability insurance under this clause.
- 5.5** The Hirer must not do anything which may make any insurance affected by the Hirer invalid or capable of being cancelled or rendered ineffective.

6. Bond

6.1 Neighbourhood House may use Bond

If the Hirer breaches any of its obligations under this Agreement, the Neighbourhood House may use any amount of the Bond to compensate the Neighbourhood House for any loss suffered by the Neighbourhood House as a result of the breach.

6.2 Refund of Bond

The Neighbourhood House will refund the Bond to the Hirer no later than 14 days after the end of the Occupation Period, less any amount required to:

- 6.2.1 repair any damage to the Hired Area which occurred while the Hirer had access to the Hired Area, regardless of how the damage occurred;
- 6.2.2 clean the Hired Area or take any other action to return the Hired Area to its condition prior to the Occupation Period;
- 6.2.3 recover any other costs incurred due to a breach of this Agreement by the Hirer; or
- 6.2.4 recover any other monies due under this Agreement.

7. Release and Indemnity

- 7.1** The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases the Neighbourhood House from all claims, liability and loss in connection with the Hirer's hire and use of the Hired Area, including without limitation, for any damage done to the Hirer's property or for any personal injury sustained by the Hirer occurring at or in about the Hired Area.

8. General Obligations

The Neighbourhood House acknowledges and agrees that:

- 8.1** heavy articles must not be brought onto the Hired Area unless the Hirer has obtained the Neighbourhood House's prior written approval;
- 8.2** confetti is not permitted to be thrown in or around the Hired Area;
- 8.3** the Hirer must not permit any gambling or lotteries to be conducted on the Hired Area;
- 8.4** the Hirer must not sell or raffle alcoholic drinks in the Hired Area;
- 8.5** the Hirer must not damage any part of the Hired Area, or allow any other person to do so;
- 8.6** the Hirer must not remove or relocate any Neighbourhood House furniture or equipment outside of the Neighbourhood House, or allow any other person to do so;
- 8.7** the service of alcohol is not permitted unless the prior consent of the Neighbourhood House has been obtained;
- 8.8** the Hirer is not permitted to sell food in the Hired Area;
- 8.9** the Hirer must not use paint, glue, tape, tacks, nails, screws or staples in setting up decorations or erect any sign or notices or affix anything to the interior or exterior of the Hired Area without the Neighbourhood House's prior written consent;
- 8.10** the Hirer must reimburse the Neighbourhood House for any costs associated with the supervision of the Hired Area, public safety and the provision of adequate security staff by Council as required by Council during the Hirer's occupation of the Hired Area;

- 8.11** the Hirer must not duplicate any keys, change any locks to the Hired Area or disclose any security codes to any third party;
- 8.12** the Hirer must not permit any person to smoke in the Hired Area, or within any part of the Premises;
- 8.13** the Hirer must not obstruct or interfere with any signage, warnings or directions at the Hired Area;
- 8.14** the Hirer must not permit any animals to be brought into the Hired Area, other than a dog used as an aid by a visually or hearing impaired person;
- 8.15** the Hirer must not permit the number of people in the Hired Area at any one time to exceed the maximum number specified in Item 11;
- 8.16** the Hirer must keep noise within the requirements of the Environmental Protection Authority and any local law of Darebin City Council and must not allow any musical instrument, amplified sound equipment, or public address system to be audible beyond the boundaries of the Hired Area;
- 8.17** the Tenant must not do anything in connection with the premises which may cause a nuisance or interfere with any other person; or be dangerous or offensive in the Neighbourhood House's reasonable opinion.
- 8.18** the Hirer must comply with all laws in connection with the Hired Area and the Hirer's use of the Hired Area, including, without limitation, complying with any occupational health and safety requirements and obtaining any necessary licences, registrations, approvals, permits and authorisations which may be necessary with respect to the Hirer's use of the Hired Area;
- 8.19** the Neighbourhood House is to provide the Hirer with an Emergency Evacuation Plan attached to this Agreement at Annexure B;
- 8.20** the Hirer must correctly disclose the exact nature of a function and the proposed use of the Hired Area;
- 8.21** the Hirer must not transfer or sub-let their Licence to a third party without the Neighbourhood House's prior consent;
- 8.22** the Hirer must provide competent adult supervision at all times for people under the age of 18; and
- 8.23** the Hirer, if providing a program, activity or event for people under the age of 18, will provide the Neighbourhood House, their Working with Children Check.

9. Hirer's Obligations at the End of the Occupation Period

- 9.1** At the end of the Hirer's occupation of the Hired Area, the Hirer must:
 - 9.1.1** vacate the Hired Area and return the Hired Area to the Neighbourhood House in the same condition it was in prior to the Occupation Period, including cleaning the Hired Area and removing all rubbish and anything belonging to the Hirer;
 - 9.1.2** the keys are to be returned to the Neighbourhood House in the manner specified in Item 13; and

9.1.3 ensure that all appliances are switched off and all doors are locked before leaving the Hired Area.

9.2 If the Hirer fails to comply with clause 9.1, the Neighbourhood House may carry out the necessary cleaning and other works and deduct the amount incurred in doing so from the Bond.

10. Right of Entry

The Neighbourhood House and its authorised representative may enter and remain in the Hired Area at any time.

11. Not to Create Tenure

This Agreement is an agreement for the casual or regular hire of the Hired Area, and does not confer any rights of exclusive possession or other proprietary rights on the Hirer.

Schedule 1

Item 1. Date of this Agreement: The _____ day of _____ year _____

Item 2. Neighbourhood House: **Alphington Community Centre (ABN 64 831 331 597)** of 2 Kelvin Road, Alphington, 3078

Item 3. Hirer: **Name/ Company and ABN (if applicable):**

Organisation/Group: (if applicable)

Contact Name: _____

Telephone No. _____

Email: _____

Item 4. Hired Area: Part of the **Alphington Community Centre** as shown on the plan attached to this Agreement at Annexure A

Item 5. Occupation Period: _____

Item 6. Hire Fee: _____

Item 7. Deposit: \$ _____

Date: _____

Item 8. Bond: \$ _____

Date: _____

Item 9. Insurance: **Choose one:**

Hirer holds own public liability insurance cover

Hirer to be insured under Neighbourhood House's public liability insurance cover

Hirer to be insured under Council's public liability insurance cover

Item 10. Use of the Hired Area (ie party): _____

Item 11. Maximum No. of persons: _____

Item 12. Cancellation 12.1 if the Casual Hirer or Birthday Party cancels a hire booking less than 4 business days from the commencement of the Occupation Period the hire fee and Deposit

will be forfeited.

12.2 if the Regular Hirer cancels a hire booking less than 10 working days from the commencement of the Occupation Period the hire fee and deposit will be forfeited.

12.3 the Neighbourhood House agrees to promptly refund to the Hirer any amount of the Deposit, Hire Fee and Bond that is not forfeited pursuant to Clauses 12.1 and 12.2.

Item 13. Key Return:

The Hirer must return key immediately upon use to Key Lock on gate/fence at the door of the Neighbourhood House. The Hirer must ensure that the Key Lock is scrambled.

Item 14. Special Conditions:

Signing Page

This Hire Agreement is executed by the parties specified in Item 2 and 3 of the Schedule.

Executed by Alphington Community Centre)
Inc ABN 64 831 331 597 in accordance with)
section 38(1) of the *Associations Incorporation*)
Reform Act 2012 by being signed by)
authorised persons for the incorporated)
association:

.....
Committee Member / Public Officer of the Association

.....
Full name

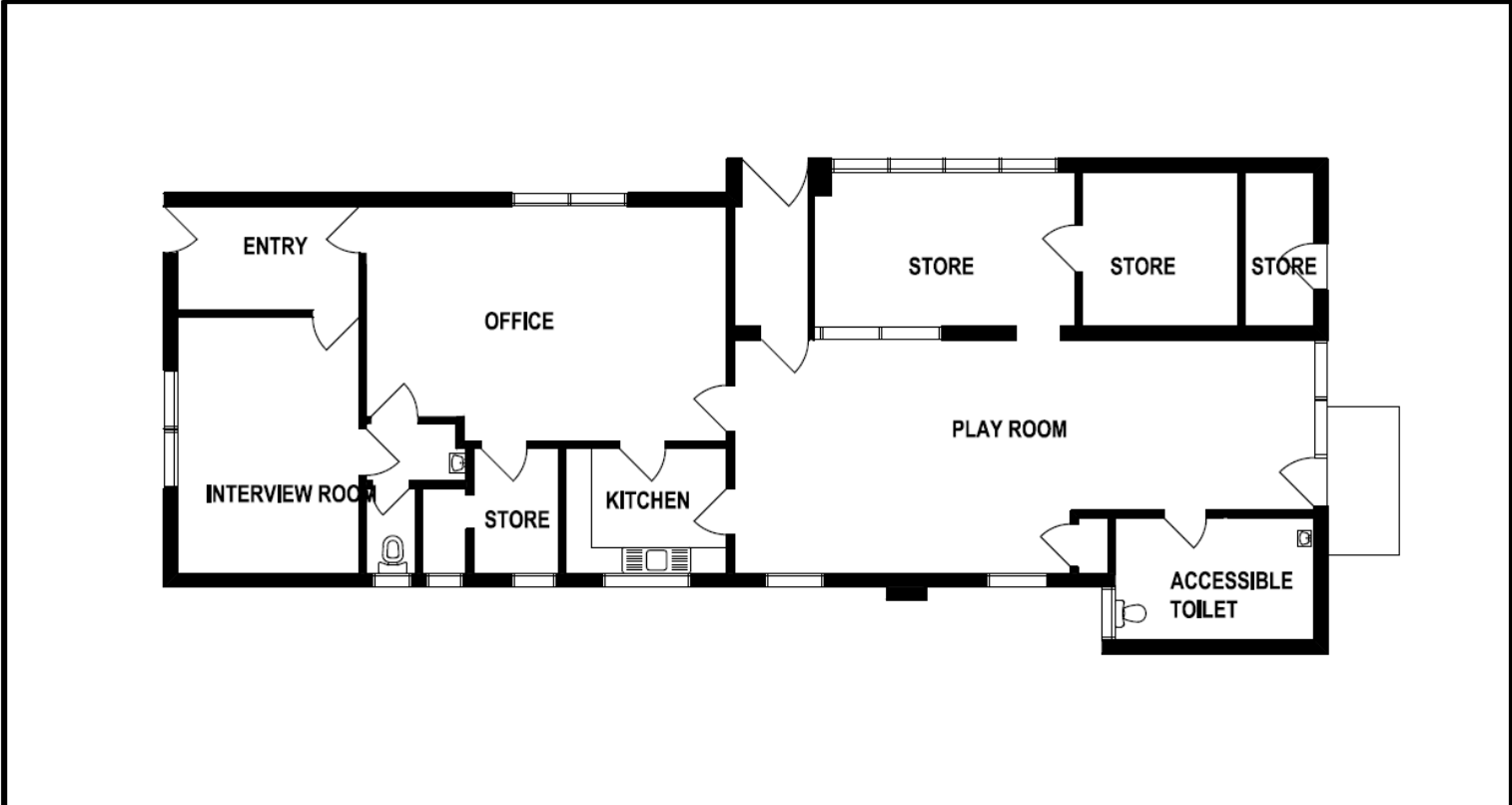
Signed by _____)
by persons authorised by it to sign this Hire)
Agreement on its behalf in the presence of:)

..... Signature

..... Print Name

Annexure A

Plan of Hired Area



PROJECT

GROUND FLOOR PLAN

**ALPHINGTON COMMUNITY CENTRE
2 KELVIN ROAD, ALPHINGTON**




PO Box 91,
Preston VIC 3072

T 03 8470 8888

darebin.vic.gov.au

Contact Council
darebin.vic.gov.au/contact.us

DRAWN A CLEAVER LEONG	DATE 29 MARCH 2012
CHECKED	DATE
SCALE 1:100 @ A3	
	SHEET 1 OF 1 SHEETS
	CAMS CODE COMASH

Annexure B

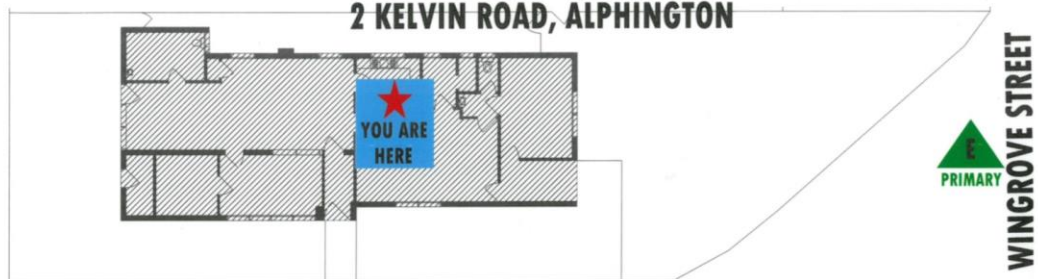
Emergency Evacuation Plan

EMERGENCY EVACUATION PLAN ALPHINGTON COMMUNITY CENTRE 2 KELVIN ROAD, ALPHINGTON



<p>CITY OF DAREBIN Building Maintenance (business hours) T 8470 8888</p> <p>After Hours Contact T 8470 8889</p> <p>Emergency Services 000</p> <p>the place to live</p>	<p>ASSEMBLY AREAS ARE: PRIMARY CORNER OF WINGROVE STREET AND KELVIN ROAD NEAR PLAYGROUND</p>	<p>CODE: COMASH DATE: 29/06/2017</p>	<p>National Relay Service TTY dial 133 677 or Speak & Listen 1300 555 727 or prelay.com.au then enter 03 8470 8888</p>	<p>Speak your language T 8470 8470</p> <p>العربية Italiano 普通话 中文 Македонски Ελληνικά Somali Tiếng Việt</p>

SITE PLAN ALPHINGTON COMMUNITY CENTRE 2 KELVIN ROAD, ALPHINGTON



<p>CITY OF DAREBIN Building Maintenance (business hours) T 8470 8888</p> <p>After Hours Contact T 8470 8889</p> <p>Emergency Services 000</p> <p>the place to live</p>	<p>ASSEMBLY AREAS ARE: PRIMARY CORNER OF WINGROVE STREET AND KELVIN ROAD NEAR PLAYGROUND</p>	<p>CODE: COMASH DATE: 29/06/2017</p>	<p>National Relay Service TTY dial 133 677 or Speak & Listen 1300 555 727 or prelay.com.au then enter 03 8470 8888</p>	<p>Speak your language T 8470 8470</p> <p>العربية Italiano 普通话 中文 Македонски Ελληνικά Somali Tiếng Việt</p>