**Conditions of Hire**

The use of Kingston Neighbourhood House’s premises is permitted by the Management Committee on the understanding that the following rules are adhered to at all times.

If a Hirer contravenes the Conditions of Use, the letting may be cancelled with no notice period and without refunding any fees paid.

1. Once the Hirer has accepted a permit to use the premises, they are automatically bound by all terms and conditions of usage of the premises.
2. The person signing the application form, on behalf of themselves or their organisation, (“the Hirer”) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. Kingston Neighbourhood House accepts no responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner. No responsibility for safeguarding such items can be taken by Kingston Neighbourhood House.
4. The Hirer shall organise any necessary insurances to cover all foreseeable risks, and shall provide the details of such insurance to the Manager.
5. Hirers shall indemnify Kingston Neighbourhood House against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in, or upon part of the premises, or arise from any accident, or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
6. The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
7. The Hirer is responsible for informing the Manager of any injury or loss sustained by any person on the premises during the period of the hiring agreement. This information must be presented in writing to the Manager within 24 hours of the event. Any further information required by the Manager must be made available on request.
8. The Hirer is responsible for ensuring that any necessary licenses or permits are obtained for any event held on the premises, and must submit to the Manager copies of all permits that have been applied for or obtained.
9. The Hirer is responsible for obtaining any necessary licenses for any work in which a copyright subsists performed on the premises during the period of the hire.
10. The hirer shall indemnify Kingston Neighbourhood House against all costs, claims and demands which may be made against the organisation for any infringement of copyright.
11. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
12. The Manager or delegate retains the right of access to all parts of the premises during the period of any letting and the Hirer shall not obstruct or interfere with this right.
13. No alterations or additions to the facilities, electrical installations, heating or lighting settings at the premises may be made without previous consent in writing of the Manager. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Manager and shall be reinstated at the expense of the Hirer to the satisfaction of the Manager.
14. Furniture, including chairs, must not be removed from the premises for external use unless prior permission has been applied for and granted by the Manager.
15. No advertising may be placed in any area of the premises without the permission of the Manager.
16. If the terms and conditions of hiring are contravened in any way, the Manager or delegate reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
17. It is the responsibility of the Hirer to ensure that any premises used in the course of the letting are left in the condition in which they were found and is maintained in a safe condition during the letting.
18. Any movement of furniture required must be undertaken by the Hirer under the direction of the Manager or delegate. No furniture or apparatus is to be used without prior permission.
19. The authorised Hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
20. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
21. No alcoholic drinks may be consumed or brought onto the premises.
22. The Hirer is responsible for the protection of the premises from damage and for the good behaviour of all associated users. If damage occurs, the Hirer will be charged a fee to cover costs of all repairs.
23. The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the Hirer will be charged a fee to cover costs of all cleaning required.
24. No Kingston Neighbourhood House staff are permitted to accept hospitality gifts, either cash or in kind, at any time. No gifts of this nature should be offered.
25. Only adults preparing food are permitted access to the kitchen, where an agreement has been made with the Manager. Kitchen and food standards regulations must be adhered to at all times.
26. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme.
27. The Hirer’s signature on the application form confirms his/her agreement of these conditions of booking and all other aspects of Kingston Neighbourhood House’s Centre Hire Policy.
28. The Hirer will adhere to all applicable Health and Safety requirements.
29. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
30. The hire of any premises does not entitle the Hirer to use or enter the premises at any time other than during the hours for which the premises are hired, unless prior arrangements have been made with the Manager.
31. The Hirer shall not sub-let the premises or any part thereof, except with prior approval of the Manager, nor shall the premises be used for any purpose other than that purpose declared on the form. If activities are carried out which are not in accordance with the Lettings agreement, the activity will be closed down immediately without return of any pre-payment.
32. Kingston Neighbourhood House shall not be liable for any loss due to any breakdown of machinery, failure of the supply of electricity, leakage of water, fire, government restriction, or Act of God, which may cause the premises to be temporarily closed.
33. All property of the Hirer and the Hirer's agents must be removed promptly upon the expiration of the period of hiring, except where prior permission from the Manager has been obtained.
34. No bolts, nails, tacks, screws, pins, or any other like objects shall be driven into any part of the premises except where specific provisions have been made. No highly flammable materials are to be brought into the premises. No flags, emblems or any other materials shall be displayed at the premises without the previous consent of the Manager.
35. All rubbish generated by the event must be removed by the hirer, unless prior arrangements have been made with the Manager.
36. Where hirers are supplied with a key and entry code for the premises. A key deposit of $80.00 is required.
37. No animals shall be brought into the premises except guide and assistance dogs.
38. No smoking is allowed inside the premises. Any smoking must be undertaken 3 metres from entrances and not in the Child Care area.
39. The Manager or delegate may at any time cancel any permission granted to use the premises and will refund any fee paid but no further liability will be accepted.

**Agreement**

I have read and agree to Kingston Neighbourhood House’s venue hire terms and conditions:

Signed (Hirer) ……………………………………………

Name: ……………………………………………

Date: ……………………………………………

**Schedule of Charges**

The scale of charges will be set annually based on a realistic assessment of the real costs incurred by Kingston Neighbourhood House, such costs to include, but not be limited to, heat, light, waste, water, insurance and staff costs.

Charges will consist of an hourly rate plus a booking fee. The booking fee aims to recover all costs associated with administration of the lettings plus security costs associated with out-of-hours use.

The minimum hire period will be one hour.

In the unfortunate event of the Hirer having to cancel a confirmed booking and the space not being re-let, Kingston Neighbourhood House reserves the right to levy a charge. The Manager should be informed immediately and all cancellations should be confirmed in writing.

Kingston Neighbourhood House, in extreme and unavoidable, circumstances reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fee which has been paid will be refunded to the hirer. Kingston Neighbourhood House shall not be held liable or required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

**Current Fees:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Booking Fee | Childcare Room | Multipurpose Room (Hall) | Kitchen | Small Meeting (Office 1) |
| Free of charge | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Supported Activity \*\* | $ 0.00 | $ 3.00 per person | $ 3.00 per person | $ 3.00 per person | $ 3.00 per person |
| Cost recovery | $20.00 | $10.00 p/h | $15.00 p/h | $10.00 p/h | $10.00 p/h |
| Commercial  | $30.00 | $20.00 p/h | $25.00 p/h | $20.00 p/h | $20.00 p/h |
|  |  |  |  |  |  |
| Cleaning Fee\* | N/A | $50.00 per hour, or part thereof | $50.00 per hour, or part thereof | $50.00 per hour, or part thereof | $50.00 per hour, or part thereof |
| Damage Fee\* | N/A | Cost of replacement or repair | Cost of replacement or repair | Cost of replacement or repair | Cost of replacement or repair |

If access to more than one room in Centre is required, price is to be negotiated.

Hire of Multipurpose Room includes access to kitchen.

**\*\* Refer to Centre Policy for description of supported activity requirements.**

**Fees current and approved as at 1 December 2016**

Kingston Neighbourhood House

24 Hawthorn Drive, Kingston TAS 7050

P (03) 6229 4066

E manager@kingstonnh.org.au

**Venue Hire Contract**

1. **Contact Details**

|  |  |
| --- | --- |
| Organisation Name: |  |
| Contact Name: |  |
| Postal Address: |  |
| Street Address: |  |
| Email: |  |
| Phone Contact | (BH) (A/H or Mobile) |

1. **Hire Details**

|  |  |
| --- | --- |
| Type of Hire |  Regular One off |
| Date: | Day: Date: |
| Time/s | From: To: |
| Purpose of Rental: |  |
| Type of Hire |  Free of Charge Cost Recovery Commercial |
| Phone Contact | (BH) (A/H or Mobile) |

1. **Conditions**

Conditions of Hire are described in the attached form. Please read and initial a copy of the conditions of hire form and return with your completed Venue Hire Contract.

Cleaning fees will be charged for any cleaning required, and that the cost of repair will be charged for any damage to the building or contents.

1. **Payment**

Booking Fee $ ………………..

Hourly Rate $ …….. x ………. hours $.................

Key Deposit $.................

**Total** $.................

1. **Agreement**

I/We accept responsibility in accordance with the Conditions of Hire

Signed (Hirer) …………………………………………… Signed (KNH Manager) …………………………………