



Terms and Conditions for Hiring of Premises

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The use of Western Vocational Association Inc.'s premises is permitted by the Committee of Management on the understanding that the following rules are adhered to at all times.

If a Hirer contravenes the Terms and Conditions of Use, the hiring 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 their organisation, ("the Hirer") is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.

PROCESS TO HIRE

1. Agreement to the contract

- 1.1 Purpose of hire: Organisations, groups or individuals hiring venues/rooms managed by Western Vocational Association do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other rooms.
- 1.2 Restrictions: We do not allow parties (birthdays, graduations etc).
- 1.3 Times of Hire: The period of hire shall commence and conclude strictly at the agreed times nominated on the "Venue Hire Application Form" and the venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance. Please note: that all of our premises are monitored.
- 1.4 Vacation of venue: No bookings can be accepted past midnight. Premises must be vacated no later than midnight.

2. Application for hire and confirmation of booking

- 2.1 Once a "Venue Hire Application Form" is received, Western Vocational Association will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on 9351 6909

3. Hire costs and payment arrangement

- 3.1 Western Vocational Association will review rates annually and provide at least four (4) weeks' notice of any rate changes.
- 3.2 If you believe that your organisation is eligible for a discounted rate based on Not-for-Profit (NFP) organisation status, you are required to attach your ATO Certificate with your venue hire application form.
- 3.3 **Regular Hirers** – Hire charges will be calculated and invoiced in advance as per the Direct Debit Schedule. Processing days for direct debits are as indicated in the direct debit schedule provided to regular hirers.
- 3.4 Payment arrangement: Hirers will be required to complete a Direct Debit Request Form and provide your credit card or bank account details. Payments are to be made by direct debit via

- 3.4.1 from your nominated bank account; or
 - 3.4.2 by credit card (Visa or MasterCard)
- 3.5 Please refer to the Schedule of Charges for all information fees and charges.
- 3.6 Defaults and dishonoured payments
- Each dishonoured payment will incur a fee of \$25.00. Once a payment is dishonoured WVA will start the debt recovery process.
 - If your account remains outstanding for seven (7) days from the initial dishonoured payment bookings for the following month will be cancelled and your account will be forwarded to a debt recovery agency (unless written approved alternative arrangements have been made with WVA).
 - If the account remains outstanding for more than thirty (30) days, your hire may be cancelled and your outstanding invoice will be forwarded to a debt collection agency.
- 3.7 Upon confirmation of the booking, invoices will be emailed to the hirer.
- 3.8 Any hire on weekends (5:00pm Friday until 9:00am Monday) or public holidays will incur the weekend surcharge fee. Please refer to the Schedule of Charges for the current rate.
- 3.9 On receipt of an application, an invoice will be sent and a deposit of \$50 will be required. Full hire charges must be paid 1 week prior to the event. If full payment is not received within the specified time frame, your booking may be cancelled and cancellation fees will be applied (see point 4. Cancellation of booking).
- 3.10 The Hire charge is a flat hourly rate and does not include any of the extra charges which may arise:

Schedule of Additional Charges	
ITEM	RATE CHARGED OR DEDUCTED FROM BOND
Non-return of keys	\$100.00
Chairs/Tables not cleaned or packed away	\$60.00
Additional cleaning of premises	\$60.00 per hour
Hirer's personal items or hired equipment left at premises outside of agreed hire period	\$60.00
Rubbish not removed	\$60.00
Air-conditioning/heaters left on	\$100.00
Failure to remove cigarette butts and broken/empty bottles from surrounding outside areas	\$60.00
Failure to return the function room remote/s	\$60.00
Complaints from nearby residents for noise disturbances	\$100.00
Non-compliance of age restrictions	\$500.00
Non-payment of all or part of agreed hire charges	\$ cost of hire
An event which requires the attendance of any Emergency Services	\$ cost of infringement
Fine incurred for excessive noise as per the EPA Act 1970	\$ cost of infringement

and the EPA Regulations 2018.

Any damage as outlined, but not limited to:

- * broken window/glass
- * damage to flooring
- * damage to venue property/premises

\$ as per quotation obtained by Western Vocational Association

4. Cancellation of booking

To cover the income opportunity costs and administration costs to WVA the following cancellation charges will be applied, debt recovery processes will apply if fees are not paid:

- 4.1 **Regular hirers:** WVA requires a minimum of 14 days' written notice (email acceptable) to cancel any booking. In the event of cancellation with less than 14 days' notice, the hirer will be required to pay 100% of the hire charges.
- 4.2 **Casual hirers:** will be charged as follows:
- Cancellations received prior to 14 days of the intended date of hire will incur a charge equivalent to 25% of the hire charge.
 - Cancellations received with less than 14 days' notice of the intended date of hire, the hirer will be required to pay 100% of the hire charges. This can be negotiated depending on the reason for cancellation.
- 4.3 **Cancellation by WVA:** WVA reserves the right to cancel your booking (or further bookings) if the terms and conditions of hire are breached. WVA will provide written or verbal notice cancelling a booking (without advance warning if necessary) if;
- The regular hirer neglects to pay invoiced fees within the required timeframe: Cancellation fee equals 100% of hire charges.
 - WVA become aware that any event, goods or services proposed to be held or provided by the hirer is/are objectionable, dangerous, inappropriate for the venue, prohibited by law, or would be of detriment to WVA, the community or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by WVA.
 - Repairs or alterations are underway.
 - The premises are not fit for use due to electrical or security failure, or damage.
 - You have not provided evidence of adequate insurance coverage if required.

5. Key collection and return

- 5.1 If keys are not returned on time a fee will be deducted as detailed in the Schedule of Additional Charges above.
- 5.2 Regular hirers: keys will be issued to regular hirers for the duration of their regular hire period and must be returned at the end of the regular hire period.

- 5.3 Casual hirers: keys must be collected between the hours of 9.00am and 4.00pm Monday to Friday by arrangement. For weekend hire, keys may be collected on the Friday prior to the weekend.
- 5.4 Keys must be returned to the WVA office, within one (1) working day following conclusion of the hiring period, between the hours of 9.00am and 4.00pm Monday to Friday.
- 5.5 There is NO AFTERHOURS key collection or drop off service available at the venue.

6. Access to venue

- 6.1 Premises may only be occupied during the times specified in the Application for Hire.
- 6.2 Cleaning and pack up time must be included within the hire session time.
- 6.3 If the venue has been hired until 12.00am (midnight) the hirer must ensure that the premises are vacated no later than midnight.
- 6.4 All goods and equipment provided by the hirer (including decorations, leftover food/drink etc.) must be removed from the premises within the hire time period.

7. Public Liability Insurance

- 7.1 All hirers holding a public event or providing a public service to the community must 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 Certificate of Currency prior to the event. Please note:

A Public Event is an event which is:

- open to members of the public;
- that is advertised to the general public;
- either free to attend or has an entry cost;
- aimed to sell or promote goods or services (e.g. Tupperware Party)

HIRER'S OBLIGATIONS DURING HIRE

8. General obligations

- 8.1 Personal belongings/food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment.
- 8.2 The hirer must allow unrestricted access to the venue at any time by WVA staff on official business, security officers or emergency officer.
- 8.3 The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
- 8.4 Western Vocational Association Inc. 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.

9. Cleaning, setting up and packing up

9.1 All of the following is required within the period of hire:

- The premises must be left in a clean and tidy condition with floors swept and mopped, the kitchen cleaned and all furniture packed away.
- Cleaning and pack up time must be included within the hire session time. The Hirer is responsible for the Set up and Pack up of furniture required by the hirer.
- The hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish hoppers provided and not left in the rubbish bins inside the premises.
- If the premises are not cleaned as required at the end of the hire period, cleaning costs will be deducted from the bond accordingly.

9.2 Furniture, including chairs, must not be removed from the premises for external use.

10. Decorations and advertising

10.1 The erection of decorations is permitted on the condition that they do not damage or mark any part of the building. Extreme care should be taken that decorations do not present a fire hazard.

10.2 Handbills, posters and other advertising material are not permitted within or outside any venues without the written consent of WVA.

10.3 If decorations are not removed or damage from decorations is caused, the cost of removal will be deducted as detailed in the security bond section of the hire agreement.

10.4 Glitter, party-poppers and smoke machines are not permitted.

10.5 Hirers are responsible for bearing the full cost in case of a false alarm relating to a hire or security call out.

11. Restrictions to numbers

11.1 To satisfy fire regulations the maximum capacity for each venue is required on the application. Strict adherence to this capacity must be maintained.

11.2 If this term is breached, a fee may be charged as detailed in the security bond section of the hire agreement.

12. Food Catering/barbeques

12.1 Preparation of food and beverages must be confined to kitchen areas. Only adults preparing food are permitted access to the kitchen, where an agreement has been made with the Letting Officer. Kitchen and food standards regulations must be adhered to at all times.

12.2 Barbeques are permitted for use outside the facility only. Barbeques are not provided for use at the venues. Hirers must provide their own barbeque. The

kitchen must be left clean and tidy as per the original condition that the kitchen was presented at the start of the hire session.

13. Smoking and alcohol

- 13.1 Smoking is NOT permitted inside the venue.
- 13.2 Alcohol consumption is permitted in accordance with relevant regulations. If Hirers provide alcohol or permit alcohol to be consumed at their event, they do so at their own risk.
- 13.3 The sale of liquor without suitable licence is illegal and therefore strictly prohibited in any venue.

14. Noise

- 14.1 Please be aware that this venues is in a residential area and due consideration must be given to nearby residents. Excessive noise could incur a fine of up to \$1,000.00 for which the hirer is liable as per security bond section of the Hire Agreement.
 - In accordance with the Environment Protection Act 1970 and the EPA Regulations 2018, all noise must be below 45 decibels up to 10.00pm
 - From 10.00pm to 1200am noise levels must not exceed 35 decibels. Premises must be vacated no later than midnight.

15. Damage to property or premises

- 15.1 "Damage" is considered as breakages that impair the value, usefulness, or normal function of our venue. A requirement of additional cleaning is also considered under "Damages" in these terms and conditions.
- 15.2 Any damage that occurs to the premises during the time of hire must be reported to WVA as soon as possible on the first working day following the hire.
- 15.3 For any damage incurred by the hirer or one of their invited guests, the cost of repairs will be deducted as detailed in the security bond section of the Hire Agreement.

16. Illegal activity

- 16.1 If any activities in or around the venue instigate the attendance of the Police (during hire or thereafter), a fee may be charged as detailed in the security bond section of the Hire Agreement.

17. Security and safety

- 17.1 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 guests at their event.
- 17.2 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.
- 17.3 The hirer must allow unrestricted access to the venue at any time by WVA staff on official business, security officers or emergency officers.

18. Emergency call-out

18.1 **The Western Vocational Association does not operate after hours or on weekends.** Please ensure you have everything you need for your booking and have collected keys during business hours, as there is no after-hours customer service available and the emergency number does not cater for this.

Emergencies are classified as:

- hirer cannot gain access to the premises (e.g. Key won't work or door lock broken).
- property or building damage which requires immediate repairs (e.g. Window broken and needs immediate repairs to be arranged).
- Fire or Police contacted.

Extreme Emergencies: In case of fire at premises or if Police are required to attend event, Hirers must phone 000 as first point of contact.

AFTER HIRE

19. Cleaning and packing up

- 19.1 Premises must be vacated no later than 12.00am, midnight.
- 19.2 It is the responsibility of the Hirer to ensure that the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is removed.
- 19.3 If the cleaning is not to a suitable standard, the cost of engaging cleaners will be deducted as detailed in the security bond section of the Hire Agreement.
- 19.4 At the end of the hire, Hirers must ensure that the following points on the checklist have been completed.

20. Hirer's checklist:

Tick	To Do
	All tables and chairs are returned to the 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
	Toilets have been left in a reasonable state and tidied of excessive rubbish
	All floors have been swept and mopped
	All rubbish has been placed in external rubbish hopper bins to capacity only, or removed from the premises
	All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment etc.). Hirers are not permitted to access the venue the following day. Additional hire charges will apply.
	All heating/air-conditioning have been turned off
	All windows are closed

All lights are turned off

All doors are locked and secure

Keys must be returned to Western Vocational Association, on the first working day following your hire between the hours of 9.00am and 4.00pm (as per 6. Key collection and return).

Signed by Hirer: _____

Date:

Organisation of Hirer: _____

Signed by Letting Officer: _____

Date:

Western Vocational Association Inc.