

## **AGREEMENT FOR HIRE OF PREMISES – PART B**

### **CONDITIONS OF HIRE**

**Definitions:** The term ‘*Tuggeranong Link*’ refers to the Incorporated Association, Management Committee and ALL employees and their families.

The term ‘*Hirer*’ refers to the person/s or Group responsible for the booking and payment of fees of the Hire Facility.

#### **1. PAYMENT OF FEES AND BONDS**

- a. The Booking Fee shall be paid by the *Hirer* to *Tuggeranong Link* on or before the execution of The Agreement.
- b. The initial hire fee, set up fee, security and key bonds shall be paid no later than seven days before hire commences.
- c. **On Going Hire Only** - Thereafter, the *Hirer* shall pay the Scheduled Hire Fee, payable upon receipt of an invoice issued by *Tuggeranong Link*
- d. If the *Hirer* breaches their obligation under sub-clauses (b) or (c) in any period, *Tuggeranong Link* may impose the penalty fee in addition to the Scheduled Hire Fee.
- e. All fees and charges are GST inclusive.

#### **2. On Going Hire Only - VARIATION OF FEES BY MANAGEMENT**

- a. *Tuggeranong Link* may vary fees, rates and bonds which apply under the Agreement, by giving the *Hirer* one month’s notice in writing.
- b. No variations will be issued within the first six months of the Agreement.

#### **3. On Going Hire Only - TERM OF AGREEMENT**

- a. The Term of the Agreement is twelve months, beginning on the day of execution of the Agreement (“the minimum period”).

#### **4. On Going Hire Only - TERMINATION OF AGREEMENT**

- a. A termination of the agreement shall be affected by giving one month’s notice in writing to the other party, of the intention to terminate.

#### **5. On Going Hire Only - TERMINATION OF AGREEMENT WITHIN MINIMUM HIRE PERIOD.**

If the *Hirer* breaches any of their obligations under clauses 1,6,9,10,13,14,17,18,19,20, *Tuggeranong Link* may terminate the Agreement before the expiry of the minimum period without penalty to *Tuggeranong Link*

- a. If *Tuggeranong Link* terminates the Agreement before the expiry of the minimum period and other than pursuant to sub clause 5a, *Tuggeranong Link* shall refund to the *Hirer* balance of fees paid under the Agreement less any unpaid invoices issued under clauses 13 and 14.
- b. If the *Hirer* terminates the Agreement before the expiry of the minimum period, the *Hirer* shall pay to *Tuggeranong Link*, in addition to other monies owed under the Agreement, the penalty fee in respect of each and every week on the balance of the Agreement.

#### **6. VARIATIONS AS TO THE USE OF PREMISES**

The *Hirer* shall not use the premises to conduct activities other than those specified in the Agreement PART A, unless they have first obtained written permission of *Tuggeranong Link*.

#### **7. NO WARRANTY BY MANAGEMENT AS TO THE SUITABILITY OF THE PREMISES**

*Tuggeranong Link* makes no warranties about the condition of the premises or their suitability for the conduct of the *Hirer’s* activities. The *Hirer* may inspect the facility prior to use. However, appointments are necessary and can only occur during business hours Monday to Friday, at a time convenient to the House Manager.

8. **EARLY ACCESS TO PREMISES FOR THE PURPOSE OF SETTING UP**
- a. *Tuggeranong Link* may allow the *Hirer*, at a time that is convenient, to access the premises prior to the time of hire for the purpose of setting up the activity to be conducted. This will be subject to the payment of a '**Setting up Fee**'.
9. **LATE VACATION OF PREMISES**
- b. If the *Hirer* does not vacate the premises within thirty minutes following the end of the period of hire, *Tuggeranong Link* may charge a fee for the late vacation of premises, which shall be paid by the *Hirer*, on or before the end of the month in which the late vacation occurred.
10. **KEYS**
- a. A key deposit will be part of the Bond and will be paid by the *Hirer*. This fee is refundable when keys are returned to *Tuggeranong Link*.
- b. If any key is lost, the *Hirer* is to report the loss to *Tuggeranong Link* immediately and the Key Bond shall be forfeited.
- c. The *Hirer* is not authorised to duplicate keys.
- d. Keys are not transferable (keys are issued to an individual not a group).
- e. Keys are not to be tagged with the name of the premises. Tagging with a mobile phone number only is recommended by *Tuggeranong Link*.
11. **FAILURE OF EQUIPMENT**
- a. In this clause, loss to the *Hirer* includes; loss of enjoyment associated with the use of the premises, AND loss or damage to the *Hirer's* property and possessions.
- b. *Tuggeranong Link* shall not be responsible for any loss to the *Hirer*, including loss due to breakdown of machinery or equipment on the premises, failure of electricity supply, escaping water, explosion, government restriction, terrorist attack or Act of God.
- c. Where the *Hirer* becomes aware of any failure or breakdown or other incident under sub clause (b) and whether or not there is a loss to the *Hirer* as a result of that incident, the *Hirer* shall immediately report the incident to *Tuggeranong Link*. *Tuggeranong Link* will, as soon as practical, attend to the repair and/or restoration of the premises.
- d. In the event of such failure or breakdown or other incident, *Tuggeranong Link* may deem it necessary to temporarily close the premises. The *Hirer* will comply with any request by *Tuggeranong Link* to vacate the premises.
- e. Where the *Hirer* suffers loss as a result of such failure or breakdown, *Tuggeranong Link* may in its discretion refund to the *Hirer* any part of the hire fee it deems to be reasonable.
- f. *Tuggeranong Link* takes no responsibility for damage or loss of *Hirer's* or associated person's property before, during or after period of hire
12. **NO DECORATIONS TO BE ATTACHED WITHOUT PERMISSION**
- a. The *Hirer* shall not attach any flags, decorations, or other objects in any manner to the walls, floors, ceilings, windows or other part of the premises except as agreed to by *Tuggeranong Link*.
- b. If approved, Blue Tack may be used for decorations, but must be removed carefully and thoroughly.
- c. No flags, emblems or other decorations shall be displayed outside any part of the building.
13. **HIRER'S RESPONSIBILITIES RELATING TO EQUIPMENT AND CONDITION OF PREMISES.**
- a. At the end of each period of hire and upon termination of the Agreement, the *Hirer* will ensure that:
- The premises, including machinery are left in a clean and tidy condition.
  - The equipment, including tables, chairs and toys, are stored in the correct manner. (Refer to illustrations &/or photographs).
  - All equipment and machinery, **excluding hot water and fridges**, are to be turned off at power points.
  - All windows locked.
  - Sliding doors bolt locked but not keyed.
  - All external doors and shed doors locked.
  - All decorations, displays etc removed from the premises.
  - All rubbish removed and taken from the premises, or placed in the appropriate external bins.
  - All cigarette butts are placed in external bins. **Smoking is not permitted inside the building or near Children's playground areas.**
- b. Where, in the opinion of *Tuggeranong Link*, the *Hirer* has not complied with their obligations under sub clause (a), *Tuggeranong Link* will carry out work to restore the equipment and/or condition of the premises.
- c. *Tuggeranong Link* will issue an invoice to the *Hirer* in respect of any work carried out under sub clause (b). Work will be charged in accordance with the Cleaning and Maintenance Fee specified in the Schedule of Fees and Administration.
- d. The *Hirer* agrees to pay any invoice issued under this clause within **21 days** of the date of the invoice.

**14. HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE TO THE PREMISES**

- a. The *Hirer* will be responsible for any loss or damage to the premises caused by any person present or near the premises during the period of hire, except where such person is an employee or agent of *Tuggeranong Link*.
- b. The *Hirer* shall immediately report to *Tuggeranong Link* any loss or damage under this clause.
- c. The *Hirer* agrees that in event of loss or damage under this clause, *Tuggeranong Link* will attend to the repair and or restoration of the premises.
- d. In the event of loss or damage to the premises, the *Hirer's* Security Bond will be forfeited and if the cost of repairs is greater than the Bond amount, the *Hirer* shall agree to pay *Tuggeranong Link* the balance owing. *Tuggeranong Link* will issue an invoice to the *Hirer* in respect to the cost of such repair and/or restoration.
- e. The *Hirer* agrees to pay any invoice issued under this clause within **ten** days of the date of the invoice.

**15. REFUND OF SECURITY BOND AND DEDUCTIONS FOR LOSS, DAMAGE AND FEES.**

- a. Subject to the provisions of this clause, the Security and Key bonds will be refunded to the *Hirer* as soon as practical, after the termination of the agreement.
- b. *Tuggeranong Link* will deduct from the Security and Key Bonds the following amounts, in so far as they apply:
  - i. Any unpaid invoices under clauses 13 and 14.
  - ii. Any unpaid fees under the agreement.
- c. The rights of *Tuggeranong Link* under this clause are in addition to, and do not limit the rights which *Tuggeranong Link* may have in pursuant to clauses 13 and 14.

**16. HIRER'S RESPONSIBILITY FOR LOSS, INJURY AND CLAIMS**

- a. During the period of hire at the centre. The *hirer* agrees to take responsibility for any accident, loss, damage, injury or death caused by the *hirer* or guests actions or negligence.
- b. In addition, the *Hirer* agrees to accept liability for any claim, action or proceedings, whether taken under legislation or at common law, which is made in relation to any incident for which the *Hirer* is responsible under sub-clause (a).

**17. COMPLIANCE WITH LAWS AND REGULATIONS**

- a. The *Hirer* will comply with all laws relating to the use of the premises or the building, including laws relating to noise and behaviour and the consumption and sale of alcohol.

**18. CONSUMPTION OF ALCOHOL**

- a. The *Hirer* shall not allow the consumption of alcohol by any person on or near the premises or the sale of alcohol to any person on or near the premises during the period of hire without first obtaining written approval from *Tuggeranong Link*.
- b. If the *Hirer* intends to allow the sale of alcohol, they will obtain the appropriate permit or licence which must be presented to and sighted by *Tuggeranong Link* no less than **fourteen** days before the hire period.
- c. **Alcohol is not to be consumed or sold to children under the age of eighteen years.**

**19. NO SMOKING INSIDE BUILDINGS.**

- a. Smoking is only permitted in designated smoking area **outside** the building.
- b. The *Hirer* shall ensure that where smoking is permitted, all cigarette butts are placed in the appropriate receptacles or bins. Butt receptacles are to be emptied into outside garbage bins before leaving the premises.
- c. If butts are found on the ground, the Cleaning and Maintenance fee, of a minimum of one hour, will be charged for their disposal.

**20. NO ADVERTISING**

- a. The *Hirer* shall not place any advertising sign in or near the premises or building without first obtaining written approval from *Tuggeranong Link*.

**21. PLAYING OF LIVE OR PRE-RECORDED MUSIC**

- a. The *Hirer* shall be responsible for the payment of any copyright fees associated with the playing of live or pre-recorded music on or near the premises during the period of hire.
- b. The *Hirer* will indemnify and keep indemnified *Tuggeranong Link* in respect of any copyright fees associated with the playing of music under sub-clause (a)

**22. DISPUTE RESOLUTION**

- a. In the event of a dispute to the Agreement, and before taking legal action or taking any legal proceedings, *Tuggeranong Link* and the *Hirer* agree to act in good faith to try to resolve the dispute, in the first instance, by conducting informal negotiations. In the second instance, by undergoing mediation with an agreed mediator.

23. **GUIDELINES FOR ACCEPTING CHEQUES FOR CASUAL HIRE**

- a. Personal cheques will only be accepted where there is a minimum of ten working days from the receipt of cheque until the date of hire.
- b. Fees may be made by Direct Deposit, (details available from the House Manager), Cash, Bank Cheques or Money Orders. *Tuggeranong Link* is unable to accept credit card payments.

24. **REFUND OF KEY AND SECURITY BONDS**

- a. Any refund of security and key bonds will be made by way of Cheque or Direct Bank Deposit.

25. **ADDITIONAL**

- a. *Tuggeranong Link* will not enter into any hire agreements with persons under the age of eighteen.
- b. Hire of premises for 17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup> parties will require the additional hire of **registered security guards**.
  - i. Proof of hire to be sighted by *Tuggeranong Link* **no later than seven days** before date of hire.
  - ii. *Tuggeranong Link* will contact security company to ensure that hire agreement is still in place on day of hire and request that notification be given if agreement cancelled.
  - iii. Copies of Hirer's Home Contents insurance policy to be sighted by *Tuggeranong Link*.
  - iv. In the case of 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> Birthday Parties, Parents/Guardians **must** remain on the property. **NB: Guardians MUST** be over 21.

26. **INSURANCE**

All Hirers are to supply a copy of their Public Liability or Professional Insurance to the House Manager before commencement of hire.

- a) All Playgroups must be registered with the ACT Playgroup Association, with each affiliate of the group being a fully paid up member.
  - b) Private Instructors and demonstrators are to supply a copy of their insurances.
  - c) Casual hirers are to provide a copy of their Home Contents Insurance Policy
- PLEASE NOTE; If you are unable to supply a current Home Contents Policy which covers you for Public Liability, please acknowledge the following statement:**

"In consideration for the use of the Hire Facility, I/We the *Hirer*, agree to indemnify *Tuggeranong Link* against any claims in relation to any negligence caused by the Hirer or by any person present in connection with the use of occupation of the premises and this indemnity shall not apply to negligence of *Tuggeranong Link*."

Signature \_\_\_\_\_ Date \_\_\_\_\_

**I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THE ABOVE AGREEMENT**

Name of responsible party: \_\_\_\_\_

Address of responsible party: \_\_\_\_\_

Signature of responsible party: \_\_\_\_\_

Contact Numbers of the responsible party \_\_\_\_\_

Date \_\_\_\_\_

**THE SIGNED COPY OF AGREEMENT PARTS A AND B TO BE GIVEN TO HIRER.**

**SECOND COPY TO BE FORWARDED TO ADMINISTRATION OFFICER**