



bringing the community together

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Casual Hire Agreement

The Lyrebird Community Centre Inc. (Lyrebird) is a not for profit organisation and relies on grants and donations to fund its services. One of those services is the offer of premises to community members and interests at rates below those of other commercial providers.

In order to provide these rates and ensure that our premises are suitably maintained at all times, we require hirers to read, understand and action, as required, the terms and conditions within this agreement. Your assistance in providing a clean and safe environment for you and all users of the Centre is vital. For this reason, we advise all users that Lyrebird must impose any penalties provided herein to contractors and that the Centre is not able to bear costs from our own resources.

1. Application for Use

Application for use of this Building shall be:

- Made on the form, approved and supplied by the Centre.
- Signed by a responsible adult who is at least 21 years of age.
- Lodged with an Authorised Booking Officer.

Unconfirmed bookings will be held for 7 days and will not be confirmed until a completed Casual Hire Application form and a \$100 deposit has been lodged with an Authorised Booking Officer.

Penalties for late cancellation will be as follows: -

\$ 50	more than 21 days notice
\$ 100	less than 21 days notice

2. Permission to Use

Permission to use the Building may be granted by an Authorised Booking Officer acting for the Board.

The Hirer shall only be permitted to use the part or parts of the building hired and use only the furniture and equipment agreed to by the Board through an Authorised Booking Officer.

The Hirer on the Application Form should not use the building for any purpose other than that applied for.

It is the responsibility of the Hirer to see that its members and/or guests understand and adhere to these conditions.

3. Hiring Charges

Hiring Charges and Security Bonds are set by the Board of Management and are reviewed from time to time. The Security Bond is held by Lyrebird as a guarantee of compliance with this Agreement. Should the agreement not be complied with, the bond or part thereof will be forfeited and become the property of Lyrebird as liquidated damages/charges. High risk functions (ie: 21st Birthdays, Weddings etc) must pay the maximum Security Bond as set down by the Board of Management.

The balance of any outstanding monies shall be paid prior to the function or on pick up of keys.

Hiring times must be adhered to and should include set up and pack up time. Any use of the facility after the confirmed times will be charged at the appropriate commercial rate. Hirers who fail to comply with Lyrebird's Saturday night 1am curfew will automatically forfeit the full Security Bond paid.

Crockery, cutlery, sound system, TV/Video and overhead projector may be hired for a low cost (excluding party hirers). Any breakages will be charged to the hirer at repair or replacement value.

The Security Bond will be refunded after inspection by an Authorised Booking Officer, once keys & security card have been returned and full compliance with the Hire Agreement has been confirmed. The Security Bond will be held by Lyrebird until any dispute (if any should arise) has been resolved.

4. Protection

The floors, ceiling, walls or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any such manner or in any other way damaged. No notice, sign, advertisement, scenery or fittings of any kind shall be erected in the building, in the Centre grounds (including the car park) or attached to or affixed to the walls, doors or any such portion of the building, fittings or furniture without prior consent of the Booking Officer.

The Hirer must protect the floors from stain or any other damage.

All vehicles must be parked in the car park. Under no circumstances should cars or trucks be driven on to the grass or paved area. If closer access is needed there is a gate on Partridge Crescent, which can be used by prior arrangement.

For safety and security purposes the foyer area must be kept clear at all times. No food or beverage should be consumed in the buildings tiled foyer area.

5. Equipment & Decoration

Approval of an Authorised Booking Officer must be obtained.

- To vary the arrangement of the furniture.
- To operate electrical equipment.
- To decorate in the building.

Smoke machines, sparklers or any other smoke producing item may not be used in the building under any circumstances. Should any Centre smoke detector or alarm be activated during your hire, full Bond will be forfeited and additional charges may be incurred for the call out of the Metropolitan Fire Brigade/CFA. Lyrebird is unable to negotiate with the fire authorities.

All helium balloons must be removed from the building before departure as their movement in the building may cause security alarms to be activated. A bond deduction will be made if the security alarms are activated for this reason.

6. Good Order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Building and the immediate surrounds throughout the whole duration of the hiring.

The Hirer shall return all chairs and tables to their original places. A diagram showing room set up is displayed in each room. Chairs and tables should be cleaned after use and must **not** be dragged across the floor surfaces.

A cleaning fee will be incurred by the hirer if the premises or immediate surrounds of the Centre are left in an unclean or untidy state or are deemed unusable. This fee will be deducted from any Security Bond held. Courtyards and outside areas must also be left clean and tidy. This cleaning fee will be determined by the amount of time required to attend and restore the Centre to a usable condition.

- Minimum AH call out cleaning fee will be \$200
(where an Authorised Booking Officer deems that the venue requires extra cleaning)
- Maximum AH call out cleaning fee will be \$500
(where an Authorised Booking Officer deems that the venue is unusable)

Lyrebird Community Centre is used by many hirers and a high standard of cleanliness is expected from all users. Cleaning equipment is available and can be found in the cleaning cupboard in the main hallway or in the cupboard marked cleaning equipment found in the Lyrebird Hall.

On your arrival at Lyrebird, any damage found should be logged via our after hours answering service by phoning 9782 0133. Name, contact information and damage details should be left. Unless otherwise notified, we will assume that damage has occurred during your hiring time and you will be liable for all repair or replacement costs.

7. Instruction & Access

The Board or an authorised representative shall be entitled to free access to any part of the building during the hiring. Any instruction given by an authorised representative to any person admitted by the Hirer shall be obeyed, however, such instructions should not interfere with the operation of the hire purpose.

8. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or any other matter contained therein, your case should be presented in writing to Lyrebird and will be tabled at the next scheduled Board of Management meeting. You will be notified in writing of the outcome within 7 days of the meeting.

9. Liquor Licence

Where alcohol is to be sold at a function, the Hirer must obtain a Liquor Licence and shall also supply the Authorised Booking Officer with a copy of the License before the function.

10. Catering

Any food for public consumption related to the booking must be prepared in Registered Food Premises, as provided in the Health Act.

Tea towels & cloths should be bought to the Centre for use at your function. Your own garbage bags should also be used for all rubbish and must be taken home at the conclusion of function.

11. Insurance

The Hirer/hirers are not insured under Lyrebird's own insurance arrangements and Lyrebird accepts no responsibility and/or liability for any accidents/claims and/or demands arising for the hire of our venue.

There is NO automatic Public Liability Insurance coverage for the Hirer.

Businesses & Associations must supply Lyrebird with a current copy of their Public Liability insurance.

Individuals who have a Home & Contents insurance policy with a Public Liability extension must supply Lyrebird with a copy of this document.

Individuals and not-for-profit associations without insurance cover may be eligible to be covered under Frankston City Council's casual hirer's liability policy.

A copy of relevant Public Liability Insurance must be lodged at Lyrebird prior to hiring time.

The Hirer of the building shall not do, nor neglect to do, nor permit to be done, nor leave undone anything which will affect the insurance policies relative to fire or other risk in connection with the Building. The Hirer must agree to indemnify the Frankston City Council and the Lyrebird Community Centre Inc., to the extent that such policies are affected through any act of commission or omission.

As a term of the Agreement, hirers hire the facility entirely at their own risk and accordingly, they are required, as a pre-condition of hiring the facility, to have a valid/current Certificate of Currency which includes the following items; Lyrebird Community Centre Inc. in a named insured; OR Insured for 'Anywhere in Australia'

There is a minimum of \$10M public liability insurance;

There is a cross-liability and waiver of subrogation clause

12. Theft

The Board shall not be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer shall indemnify the Board against any claim by any such person, form or corporation in respect of such article or thing.

13. Contractual Obligations

The Board shall not be liable for any negligent or tortuous act of the Hirer in connection with the use of the Building, or for any breach of a contractual obligation by the Hirer with regard to such use. The Hirer shall acknowledge such exclusion of liability and shall undertake to indemnify the Board against any claims whatsoever for any tortuous acts or breaches of contractual obligations.

14. Electricity

Hirers, upon leaving the Building, should ensure that all electricity (ie: heating, air conditioning, lighting etc) is switched off as per instructions from the Booking Officer. Failure to comply will incur a \$50 fee (subject to change).

15. Collection & Return of Keys

Should you require keys to the building in relation to hire, the following conditions apply:

- The key is not transferable to any other person without prior permission of Lyrebird's Booking Officer.
- Should a key be lost, the Booking Officer must be notified as soon as possible.
- For security reasons, any form of identification to Lyrebird must not be kept with the key.
- The Bookings Officer will advise security procedure on collection of keys.
- Keys and security card must be returned to Lyrebird on the next business day after hiring, between the hours of 8.30am and 10am, or as agreed.

16. Change of Conditions

The Board reserves the right to change any of the abovementioned conditions and will discuss the changes with the hirers prior to implementing the changes.

17. Function Hours

All evening functions held at Lyrebird must be concluded by Midnight and cleaning to commence in time to enable the Centre to be completely vacated by 1am. Failure to comply with the 1am curfew will automatically forfeit full Security Bond monies held.

18. Good Neighbour Policy

Lyrebird requires all users of the building to be aware of Lyrebird's neighbours and to ensure that these neighbours be treated with respect, especially in regard to noise levels at night functions. Strict observance of Midnight closure is required and guests must leave in a quiet and orderly fashion. All music to be turned off at Midnight.

19. No Smoking

Smoking is strictly prohibited in the building and within 5 metres of doors and windows.

20. Security

Our security company checks the premises routinely. However, should it be necessary for them to take action due to late closure or noise levels on the premises or surrounds, this will forfeit full Security Bond held. Non activation of alarm system on vacating premises will incur a \$70 fee (subject to change). Should Quad Security or any Lyrebird staff member be required to attend the premises for any reason in relation to the function, a callout fee will be charged.

Whilst the Carrum Downs Library share the building, the two are run separately. Should any difficulty or issue arise with the alarm system, one of the emergency contacts listed below should be notified to rectify the matter.

Ensure vehicles are parked in the Centre car park, locked and valuables not openly displayed.

Be observant of who is entering the building and where able, restrict access by locking one or both of the front doors.

All users leaving the premises after dark, be accompanied.

At least two people should accompany one another to the toilet area.

Children should not be allowed to roam the building unattended.

Safety is of paramount importance, if necessary call Victoria Police on 000.

21. Emergency Contact Numbers

Lyrebird Representatives	0400 266 448	or	0409 230 234
Quad Security	1300 881 823 (refer Clause 20)		
Carrum Downs Police	8770 4100		
Victoria Police	000		

22. Checklist on Leaving the Building

All floors to be swept/vacuumed and/or washed. Any stains on carpet areas must be cleaned immediately (cleaning products can be found in the cleaning cupboard in main hallway – main door key opens this cupboard).

All tables and chairs to be cleaned if required.

All furniture to be replaced as found.

All appliances must be turned **off** before leaving –

- Stove (not hot water urns)
- Heating / Airconditioning
- Fans
- Lights (note ~ exit lights automatically turn on after dark)

All rubbish applicable to your function to be removed.

All windows must be checked and locked before leaving.

Blinds to be drawn open at the end of the function.

All external exits must be secured and locked before leaving.

Please ensure that Lyrebird is left in a clean and tidy condition.

Alarm must be activated.