

Permanent Hire Agreement

Lyrebird Community Centre 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 the Lyrebird Community Centre 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

1.1 Application for use of this Building shall be:

- Made on the form, approved and supplied by the Centre.
- Signed by a responsible adult.
- Lodged with an Authorised Booking Officer.

1.2 Unconfirmed bookings will be held for 7 days and will not be confirmed until a completed Permanent Hirer Application form and a Security Bond has been lodged with an Authorised Booking Officer.

2. Permission to Use

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

2.2. Agreement for a regular booking will be reviewed each 12 months.

2.3. 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 the Booking Officer.

2.4. Sub-letting is not permitted.

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

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

3. Hiring Charges

- 3.1. 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 the Centre 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 the Lyrebird Community Centre as liquidated damages/charges. Hiring Charges may be reviewed and/or changed at any time at the discretion of the Board of Management. When this occurs, written notification will be made to effected hirers.
- 3.2. Hiring times must be adhered to and should include set up and pack up time. The Centre allows for only 5-10 minutes either side of your confirmed hiring times. Any use of the facility after the confirmed times will be charged to hirers at the appropriate commercial rate.
- 3.3. Invoices will be issued one month in advance and must be paid according to the terms as indicated on the invoice.
- 3.4. Crockery, cutlery, sound system, TV/Video and overhead projector may be hired for a low cost. Any breakages charged at repair or replacement value.
- 3.5. 30 days notice of cancellation of hire must be received by an Authorised Booking Officer.
- 3.6. 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 the Centre until any dispute (if any should arise) has been resolved.

4. Protection

- 4.1. 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.
- 4.2. The Hirer must protect the floors from stain or any other damage.
- 4.3. 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.
- 4.4. Vehicles must not use the driveway into the car park as a drop off point and vehicles that park in the designated disabled car parks must display the appropriate permit. These will be patrolled and fines may be incurred.
- 4.5. 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

- 5.1. 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.
- 5.2. 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 Community Centre is unable to negotiate with the fire authorities.

6. Good Order

- 6.1. 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.
- 6.2. The Hirer shall return all chairs and tables to their original places. A photo 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.
- 6.3. 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)
- 6.4. The Centre is used by many hirers and a high standard of cleanliness is expected from all hirers. Cleaning of the Centre is limited during school holidays to allow for cleaners to attend to specific "non routine" matters. During these times, we request that hirers assist us by sweeping or vacuuming rooms as required and leaving the room clean and tidy, ready for the next user. Cleaning equipment can be found in the cleaning cupboard in the main hallway or in the cupboard in the Lyrebird Hall.
- 6.5. On your arrival at the Centre, 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

- 7.1. The Board or an authorised representative shall be entitled to free access to any part of the building during the hiring.
- 7.2. 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

- 8.1 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 the Centre 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

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

10. Catering

- 10.1 Any food for public consumption related to the booking must be prepared in Registered Food Premises, as provided in the Health Act.
- 10.2 Tea towels & cloths should be bought to the Centre for use at your function. Your own garbage bags should also be used for your rubbish and must be taken home at the conclusion of function.

11. Insurance

- 11.1 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.
- 11.2 There is NO automatic Public Liability Insurance coverage for the Hirer.
- 11.3 Businesses & Associations must supply Lyrebird with a current copy of their Public Liability insurance.
- 11.4 Individuals who have a Home & Contents insurance policy with a Public Liability extension must supply Lyrebird with a copy of this document.
- 11.5 A copy of relevant Public Liability Insurance must be lodged at Lyrebird prior to hiring time.
- 11.6 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.
- 11.7 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

12.1 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, firm or corporation in respect of such article or thing.

13. Contractual Obligations

13.1 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

14.1 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

15.1 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 the Lyrebird Community Centre'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 the Centre must not be kept with the key.
- An Authorised Booking Officer will advise security procedure on collection of keys.
- Key and alarm card should be returned to the Centre as agreed.

16. Change of Conditions

16.1 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

17.1 All evening functions held in the Lyrebird Community Centre 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 held.

18. Good Neighbour Policy

18.1 The Centre requires all users of the building to be aware of the Centre'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

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

20. Security

- 20.1 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 Centre staff member be required to attend the premises for any reason in relation to your hiring, a callout fee will be charged.
- 20.2 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.
- 20.3 Ensure vehicles are parked in the Centre car park, locked and valuables not openly displayed.
- 20.4 Be observant of who is entering the building and where able, restrict access by locking one or both of the front doors.
- 20.5 As a permanent hirer, running your own business out of our venue, it is your responsibility to ensure the safety of your clients. We recommend that anyone leaving the premises after dark, be accompanied.
- 20.6 Children should not be allowed to roam the building unattended.
- 20.7 Safety is of paramount importance, if necessary call Victoria Police on 000.

21. Emergency Contacts

Centre Representatives	0400 266 448	or	0409 230 234
Quad Security	1300 881 823	(refer Clause 20.1)	
Carrum Downs Police Station	8770 4100		

22. Checklist on Leaving the Building

1. 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).
2. All tables and chairs to be cleaned if required.
3. All furniture to be replaced as found.
4. 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)
5. All rubbish applicable to your function to be removed.
6. All windows must be checked and locked before leaving.
7. Blinds to be drawn open at the end of the function.
8. All external exits must be secured and locked before leaving.
9. Please ensure that Centre is left in a clean and tidy condition.
10. Alarm must be activated.