

# Permanent Hire Terms & Conditions As at 1<sup>st</sup> November 2021

## Introduction

Thank you for hiring our venue on a permanent and/or recurring basis. Lyrebird Community Centre (Lyrebird) has a wide variety of rooms available for hire.

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 groups at rates below those of other 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, these terms and conditions. Your assistance in providing a clean and safe environment for you and all users of Lyrebird is vital. We advise all users that Lyrebird must impose any costs and/or security bond deductions provided herein to hirers and that Lyrebird is not able to bear costs from our own resources.

Hiring fees and security bonds are set by Lyrebird's Board of Management and are reviewed from time to time. Hiring charges may be reviewed and/or changed at any time and will be notified to affected hirers in writing.

The following outlines the general terms and conditions of any hire arrangement. We recommend that you read this document prior to submitting your application.

## Viewing our Venue

To confirm that our venue is suitable for your needs, we recommend that you inspect it before submitting an application. To do so, please contact Lyrebird to arrange a suitable time when the venue is available.

## Application

Bookings for our venue are subject to availability and on a first come first served basis via an application process. To check the availability of our venue, please contact Lyrebird during business hours Monday to Friday 8.30 am - 4.00 pm on 9782 0133 or email [admin@lyrebird.org.au](mailto:admin@lyrebird.org.au).

Applying to use our venue occurs by selecting the room, day and times, reviewing these terms and conditions and completing a hirer application form. It is essential that the form be filled out in the name of the person or organisation paying the hire fees.

## Tentative Bookings

Applicants can place a temporary tentative booking on a room by contacting us to confirm availability. Unconfirmed tentative bookings will be held for 7 days and will not be confirmed until a completed Hire Application has been lodged with Lyrebird.

## Booking Confirmation

Your booking is deemed to be completed when Lyrebird has confirmed availability, have received a completed hirer application and security bond and the first months venue hire has been paid.

## Booking Time

Hiring times must be adhered to and times requested should include set up, pack up and cleaning time. Lyrebird allows for only 5-10 minutes either side of your confirmed hiring times. Any use of the venue after the confirmed times will be charged to hirers at the appropriate commercial rate.

Please note, in the event that the venue is vacated earlier than the agreed conclusion time, no refunds or time credits will be issued.

## Permanent Hirer's Criteria

Permanent hirers must comply with the following additional criteria:

- Bookings are for a maximum of 12 months, with all hire periods expiring on 31<sup>st</sup> December each year.
- Security bonds will be retained for the total term of the agreement. If the Hirer intends to apply for a subsequent period, Lyrebird may continue to hold the security bond if requested.
- Permanent hirers fees will be invoiced one month in advance and must be paid according to the terms as indicated on the invoice.
- Any outstanding fees for the year must be paid prior to the next year's booking allocations being confirmed.
- 30 days notice of cancellation of hire must be received in writing by Lyrebird.

## Area Booked

Hirers may only use the rooms that have been booked and paid for. Lyrebird reserves the right to book any other portion of the building at the same time (including any adjoining meeting rooms).

## Keys

A key and security card should be collected from Lyrebird during office hours (Monday to Friday between 8.30 am - 4.00 pm) and no earlier than 24 hours prior to the booking commencement. The key and security card must be returned within two business days following the conclusion of hire. If these are not returned, replacement costs may be deducted from the Hirer's security bond. This may include the cost of deploying a locksmith.

Should a key be lost, Lyrebird must be notified as soon as possible. For security reasons, any form of identification to the venue must not be kept with the key.

## Right to Access

Authorised Lyrebird staff and contractors are at all times entitled to access any and every part of the venue. 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.

## Restricted & Prohibited Activities

Applicants are advised that the following activities are prohibited:

- Sub-letting
- Tap dancing or any other activity that has the potential to damage flooring
- The application of any substance, including wax
- Smoking inside or within 10 metres of any entrance. All butts must be disposed of appropriately
- Any other activity that may cause damage to the venue

Hirers risk losing their security bond if it is found that they, or any guest, breach any of these requirements.

## Disorderly or Illegal Behavior

Hirers and their guests are required to comply with all current laws, regulations and policies. No smoking, spitting, obscene or insulting language or disorderly behaviour or damage to property is permitted.

Undertaking this behaviour may warrant expulsion and forfeiture of part or whole of the security bond.

Any illegal behaviour will result in immediate expulsion, full forfeiture of the security bond and any illegal activity will be reported to Victoria Police.

## Security Bond

Hirers are required to pay a \$500 Security Bond when hiring our venue outside of our normal business hours (i.e. Monday to Friday 8.30 am - 4.00 pm). This is held in trust as security against any loss or damages to the building, fixtures, fittings, furniture or appliances. This is also used as a guarantee for maintaining the venue in a clean state and compliance with the terms and conditions of hire.

Security bonds must be paid prior to the date of the first booking. Failure to pay the security bond may result in cancellation of the booking.

In the event that the venue is damaged or left in an unclean state, or if there is a breach of these terms and conditions, Lyrebird reserves the right to withhold part or all of the security bond to cover the cost of repairs or cleaning. If the costs of any repairs exceed the amount of the security bond, the Hirer may also be charged any additional amount.

The prescribed security bond deductions are as follows:

- Damage - charged at the cost of repairs
- Activation of Fire Alarm – full security bond forfeiture and any additional costs
- Additional cleaning– minimum \$200
- Any illegal activity – full security bond forfeiture & Police report
- Lyrebird staff callout fee – minimum \$100
- Non activation of alarm - \$70
- Failure to turn off lights, air-conditioning or heating - \$50

The security bond will be released once keys and security card have been returned and full compliance with these terms and conditions has been confirmed. The security bond will be held by Lyrebird until any dispute (if any should arise) has been resolved.

Security bond refunds may take up to 7 days to process and will only be refunded to the payee listed on the payment of fees receipt.

## Damage to Building & Surrounds

The Hirer is responsible for the costs of repairing damage to the building, fixtures, fittings and contents (fair wear and tear accepted) if it has occurred during their hiring time. If the cost to repair the venue exceeds the amount of the security bond, Lyrebird will seek to recover the costs from the Hirer.

Floors, walls, blinds or any other part of the building or any fittings or furniture, must not be broken, scratched or damaged in anyway. Nails and screws may not be used. No notices, signs, advertisements or fittings of any kind can be erected in the venue, or affixed to the walls, doors, fittings or furniture or any other portion of the venue without the prior consent of Lyrebird. If consent is granted the aforementioned must be removed from the venue at the conclusion of each hire period.

Lyrebird 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 Lyrebird against any claim by any such person, firm or corporation in respect of such article or thing.

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. Costs may be incurred if these areas be damaged. 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.

Any damage found on your arrival at the venue should be logged on our after-hours answering service by phoning 9782 0133. Name, contact and damage details should be left. Unless notified, we will assume that damage has occurred during your hiring time and you may be liable for all repair or replacement costs.

## Cleaning

Lyrebird is used by many hirers and a high standard of cleanliness is expected from all. We respectfully request that all hirers assist us by leaving the venue ready for the next user by:-

- Wiping down tables where necessary
- Returning all chairs and tables to storerooms or in the position in which they were found (photos showing room set up are displayed in each room)
- Ensuring all floors are swept and/or vacuumed and are scratch free
- Cleaning and/or removing any spills, dirt, rubbish, or any other substances
- Ensuring that kitchen surfaces, equipment and appliances are clean
- Removing all food and waste

If additional cleaning requirements are identified during post-hire inspections, extra cleaning costs may be incurred or deducted from the Hirer's security bond.

Cleaning equipment can be found in the cleaning cupboard in the main hallway or in the cupboard in the Lyrebird Hall.

## Storage of Equipment

No personal property or property belonging to a Hirer may be stored in our venue without prior written consent.

Any such consent is subject to the Hirer accepting full responsibility for any loss, damage or misuse of the equipment. Lyrebird does not accept any responsibility for losses or damage, irrespective of the circumstances.

## Kitchen Facilities

The Hirer shall leave the kitchen, including fixtures, appliances and utensils, in a clean and tidy condition. All rubbish must be removed. If this is not done, Lyrebird reserves the right to deduct the cost of cleaning and/or rubbish removal from the Hirer's security bond or to charge the Hirer for any extra charges incurred.

## Security

Lyrebird's 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. Should Lyrebird's security company or any Lyrebird representative be required to attend the premises for any reason in relation to your hiring, a callout fee will be charged.

Whilst the Carrum Downs Library shares the building with Lyrebird, 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.

As a hirer, running a business out of our venue, it is your responsibility to ensure the security of our building and the safety of your clients:-

- Ensure vehicles are parked in the venue 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.
- We recommend that anyone leaving the premises after dark be accompanied.
- Children should not be allowed to roam the building unattended.

Safety is of paramount importance, if necessary call:-

- Victoria Police on 000
- Police Assistance Line 131 444
- Carrum Downs Police Station 8770 4100
- Lyrebird Representative 0400 266 448
- Lyrebird Representative 0409 230 234
- Quad Security 1300 881 823

## Insurance and Indemnity

The Hirer shall at all times during the hire period be the holder of a current public liability insurance policy in respect of the activities specified for a minimum coverage sum of \$10 million. A copy of a certificate of currency must be provided in order for Lyrebird to confirm an applicant's booking.

The Hirer agrees to indemnify and to keep indemnified, Lyrebird Community Centre Inc., its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's behaviour or purported behaviour of its obligations under the agreement to hire Lyrebird's venue and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify Lyrebird shall be reduced proportionally to the extent that any act or omission of Lyrebird, its servants or agents, contributed to the loss or liability.

## Wifi & Audio Visual Equipment

Hirers may access Lyrebird's Wifi and audio visual equipment on request. Hirers will be required to attend an induction to receive instructions and passwords. Wifi passwords should not be given to any third party.

## Breaches

Any Hirer found in breach of these terms and conditions, including maintaining the condition of the venue or excessive noise, is liable to be expelled from the venue and the security bond forfeited.

## Disputes

In the event of any dispute or difference arising as to the interpretation of these terms and conditions, or of any matter or thing contained in the document, the decision of Lyrebird shall be final.

## Cancellations

Lyrebird reserves the right to cancel bookings at any time without liability, however all hire fees and security bonds paid will be refunded.

Business/commercial hirers may be charged 50% during government restrictions or lockdowns that prevent them from using the venue, if they wish to secure their continued venue hire booking at Lyrebird.

## Checklist on Leaving the Building

- Floors swept, vacuumed and/or washed
- Stains on carpet have been cleaned
- Tables and chairs to be cleaned if required (*Cleaning products can be found in the cleaning cupboard in main hallway – main door key opens this cupboard*)
- Furniture has been replaced as found
- Air-conditioning/heating, lighting and appliances have been turned off
- Rubbish applicable to your hiring must be removed
- Windows checked and locked
- Blinds to be open
- External exits secured and locked
- Centre is clean and tidy
- Alarm to be activated

## Privacy

Lyrebird collects personal information for the purpose of processing your application and ensuring compliance with these terms and conditions. If you do not provide this we may be unable to process your application.

## Further Information

To make a booking or for further information about hiring our venue, please contact us during our business hours Monday to Friday 8.30 am - 4.00 pm:-

Phone – 9782 0133

Email – [admin@lyrebird.org.au](mailto:admin@lyrebird.org.au)

## COVID19 Update

All hirers must follow all of Victoria's Chief Health Officers directions which are designed to help contain the spread of coronavirus.

Hirers must also abide by any current Federal or State Government restriction that is in place in Victoria or the Frankston Local Government Area and/or for community facilities at the time of hiring.

Hirers must have a COVID Safe Plan in place and provide Lyrebird with a copy (if requested).

## What is the maximum attendance allowed?

Maximum attendance will be defined by the density quotient at the time of hiring – either DQ2 or DQ4.

Please see below capacities of our halls and rooms:-

Room	DQ2 = a density quotient of one person per 2 square metres	DQ4 = a density quotient of one person per 4 square metres
Lyrebird Hall	120	60
Lyrebird 1 Room	80	40
Lyrebird 2 Room	40	20
Kingfisher Hall	50	25
Hummingbird Room	27	14
Cockatoo Room	20	10
Partridge Room	13	7

## COVID19 Hirer Responsibility

It is the responsibility of the hirer to take reasonable steps to enforce all current Government restrictions including (but not limited to) the wearing of face masks and social-distancing measures among participants attending their event. Hirers must ensure that participants do not gather in the foyer areas or kitchen before, during or after hiring times.

Hirers are required to provide hand sanitiser for your participants.

Hirers are required to bring antibacterial disinfectant wipes or spray to wipe down all table tops and high touch areas on arrival and prior to leaving. Where a hirer has back to back bookings, ensure that surfaces are wiped down in between sessions.

Should restrictions require a COVID19 Check-in Marshall, it is the hirers responsibility to ensure that a designated person stands at the door to make sure every participant signs in using the Services Victoria QR Codes which are displayed in the foyer of the building and if applicable, proof of vaccination may also be required.

Hirers must ensure that you are providing a duty of care to your participants by eliminating any behaviours or risks that could foreseeably cause harm to others.

Hirers should adhere to any directions or recommendations from their business insurance provider or industry authority.

Lyrebird accepts no responsibility for any breach of the above and will report any known instances to the relevant authorities.