

### COMMUNITY CENTRE HIRE AGREEMENT

<b>Hire Details</b>			
Community Centre:		Ashburton Community Centre 160 High Street, Ashburton VIC 3147 ABN: 55 622 841 337	
Hirer: Person, group, business, etc			
Contact name: If Hirer is not an individual			
ABN: If Hirer is a business			
Address:			
Phone:	BH:	AH:	M:
Email Address:			
Purpose of Hire:			
Liquor licence: Conditions apply		<input type="checkbox"/> Yes <input type="checkbox"/> No	Maximum number of people using Hired Area:
Hired Area:			
Booking Date (s):			
Booking Times:		From:	To:      Total hours:
Hire Fee: (including GST) clause 1		\$	
Deposit: Clause 2		\$	
Bond: Clause 2		\$	
Insurance Fee: Clause 5.2 (if applicable)		\$	
Insurance required: Clause 5.1		Public Liability Insurance policy \$10 million <input type="checkbox"/> Required for business or third party      (tick if applicable)	
<b>Total Fee Payable:</b>		\$	
Cancellation: Clause 9.6		<p>Cancellations made with more than 7 (seven) days notice will receive a full refund.</p> <p>Cancellations made between 7 (seven) days and 48 hours notice will be refunded any fees paid; less a \$20 cancellation fee (ongoing hirers will be charged a \$20 cancellation fee).</p> <p>Cancellations made within 48 hours will be charged the full agreed hire fee.</p>	

# Community Centre Hire Agreement

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## Execution and Acknowledgement

**Signed by or on behalf of the Hirer:**

The Hirer confirms that:

- The Hirer has read and understood the terms and conditions set out in this Agreement;
- The signatory is personally responsible for ensuring that the Hirer complies with these terms and conditions, and if the Hirer breaches any of these conditions, the Hirer will be personally responsible for any such breaches, including any damage to the Hired Area.

..... Dated .....

Signed

.....  
Print Name

.....  
Name of Organisation (if applicable)

**Community Centre's approval:**

..... Dated .....

Signed

.....  
Print Name

.....  
Comments

<p><b>ASHBURTON COMMUNITY CENTRE</b> 160 High Street, Ashburton 3147 Office Hours: 9am-2.30pm Mon to Fri (excluding public holidays) Phone: (03) 9885 7952   Email: office@ashburtoncc.org.au   www.ashburtoncc.org.au</p>
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## Community Centre Hire Terms and Conditions

### 1. Grant of Licence

In consideration of the Hirer paying the Hire Fee to the Community Centre, the Community Centre grants to the Hirer a licence to use the Hired Area on the Booking Date, during the Booking Times subject to the terms and conditions of this Agreement.

### 2. Bond and/or Deposit

**2.1** The Hirer must pay the Bond and the Deposit (if applicable) to the Community Centre before the Booking Date

**2.2** If the Hirer breaches any of its obligations under this Agreement, the Community Centre may use any amount of the Bond to compensate the Community Centre for any loss suffered by the Community Centre as a result of the breach.

**2.3** The Community Centre will refund the Bond to the Hirer after the Booking Date, minus any amount required to repair or clean the Hired Area, or recover any costs incurred due to a breach of this Agreement by the Hirer.

### 3. Use of Hired Area

**3.1** The Hirer must only use the Hired Area for the Purpose specified in the Hire Details.

**3.2** The Hirer must only use the Hired Area on the Booking Date(s) and during the Booking Times specified in the Hire Details.

**3.3** The Hirer must not damage any part of the Hired Area, or allow any other person to do so.

**3.4** The Hirer must not permit any person to smoke in the Hired Area.

**3.5** The Hirer must not sell any alcohol or allow any alcohol to be consumed in the Hired Area unless a valid liquor licence has been obtained, and the prior written consent of the Community Centre has been obtained.

**3.6** The Hirer must return to the Community Centre, all keys to the Hired Area, and any written security codes.

### 4. Termination

**4.1** The Community Centre may terminate this Agreement at any time. Upon termination the Community Centre will repay to the Hirer any Hire Fee which has not yet passed.

**4.2** The Hirer may only terminate this Agreement in accordance with the procedure outlined in the Cancellation section of the Hire Details. The Hirer is responsible for paying the fees specified (if any) in the Cancellation section due to termination.

### 5. Insurance

**5.1** If the Hirer is a business, or is using the Hired Area for revenue raising, sporting uses or a similar purpose, the Hirer must maintain insurance for public liability in the amount of \$10 million concerning one single event (or such greater sum as reasonably required by the Community Centre):

**5.2** If the Hirer is a private or personal hirer:

5.2.1 The Hirer must pay the Insurance Fee; and

5.2.2 The Hirer must ensure that any third party accessing the Hired Area has effected the insurance described in clause 5.1

### 6. Compliance with occupational health and safety laws

**6.1** The Hirer must comply with *the Occupational Health and Safety Act 2004* (Vic) and any other occupational health and safety law, regulation or by-law that applies to the Hirer's use of the Hired Area,

**6.2** The Hirer must not cause the Community Centre to be in breach of the *Occupational Health and Safety Act 2004* (Vic) through the Hirer's acts or omissions.

**6.3** The Hirer must notify the Community Centre if it becomes aware of the existence of a potential health and safety issue in relation to the Hired Act

## 7. Indemnity

- 7.1 The Hirer indemnifies the Community Centre against all claims, demands, actions, loss of liability in connection with the Hirer's hire and use of the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.
- 7.2 The Hirer indemnifies the Community Centre against all claims, demands, actions, loss and liability in connection with any third party accessing the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

## 8. Disclaimer

- 8.1 The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases the Community Centre from all claims, liability and loss in connection with the Hirer's hire and use of the Hired area.
- 8.2 The Hirer agrees and acknowledges that the Community Centre makes no warranty or representation to the hirer about the condition of the Hired Area, or its suitability for the Hirer's purpose.

## 9. Prior to date of Hire:

1. Your booking is confirmed on payment. For ongoing Hirers invoices will be issued.
2. Complete all necessary documentation including insurance and licenses (where applicable)
3. Total hire time must include any time to set-up/pack-up and clean. Hirers are unable to access to the Community Centre until commencement of the period of hire and may not use the Centre at any times other than the agreed times.
4. Confirm hire agreement dates with full payment and advise details for the bond with Centre staff. **A bond of \$250 is required for all bookings.** This can be left as credit card details or cash.
5. Collect the Access Security card from the Community Centre and view the Hired Room between 9.00am and 2.30pm the business day before hire. Features such as audio visual, air-conditioning/heating, location of chairs/tables, cleaning equipment and after-hours access will also be explained. Note, there is no parking at the Community Centre.
6. **Cancellation Policy:** Cancellations made with more than 7 (seven) days' notice will receive a full refund. Cancellations made between 7 (seven) days and 48 hours' notice will be refunded any fees paid, less a \$20 cancellation fee. Cancellations made within 48 hours will be charged the full agreed hire fee.

## 10. On date of hire:

1. Enter the Community Centre car park (at the rear of the building) via Highgate Grove. The Access security card will operate the boom gate (touch the black remote box with the card). The gate opens automatically when exiting the car park.
2. Enter the Community Centre through the back door with the Access card. By touching the black remote box this will unlock the door. (an audible beep and change of light from red to green will occur).
3. For security purposes, do not leave the rear door pinned open during your session. Ensure it is closed securely once your participants have arrived. If needed there is a door bell located at the door for late comers.
4. For Room heating/cooling, this can be operated by a panel in the room. Instructions are located next to this.
5. Hirers must respect other room hirers and participants using the Community Centre, including the Library and surrounding neighbours. A reminder that smoking is not permitted in any area of the Community Centre and grounds.
6. Hire of the Community Centre includes your specific room and use of the shared break out area, which has tea and coffee making facilities. The centre has a small amount of crockery and cutlery. Please provide any extra items that you may need including tea/coffee/milk etc.  
All rubbish is to be taken away and dirty kitchen ware is placed in dishwasher.  
Note: the shared break out area is not to be used as a meeting space, as it is an area used by all centre users.


### 11. On leaving the Centre:

1. Please vacate the premises promptly at the end of your hire time.
2. All furniture must be returned to its original position (i.e. leave the Centre how you found it), and the room, toilets and break out space must be left clean and tidy. Mop or sweep the floor if necessary. Cleaning equipment such as mop, broom, brush and pan can be found in the Cleaners cupboard near the rear door (Your Access card will open the door).
3. Remove any excess rubbish. No rubbish is to be disposed of in the Community Centre bins or neighbouring traders or properties, as this has repercussions for the Centre.
4. On the completion of your session please ensure that the air-conditioning is turned off, closed windows, turned off lights and shut the room door. **Ensure that the Community Centre's rear door has closed securely.** If leaving the building without the Security Access card you will not be able to re-enter.
5. **The Access security card must be returned to the office in business hours or put in the top draw of the filing cabinet in the kitchen area or as arranged with office staff.** Failure to return the card will incur a \$50 fee applied against your bond. The access card is deactivated at 10.00pm every day – i.e. you will not be able to access the building after this time.

### 12. In the event of an Emergency:

1. The Community Centre has an automatic smoke/fire detector system. Smoke detectors are fitted in each room including the toilets and the shared break-out area.
2. Any activation of a smoke alarm will trigger a full evacuation of the building (including the Library) and an automatic visit from the Metropolitan Fire and Emergency services. The hirer will be responsible for the call out fee.
3. Smoking, candle burning or use of incense is not permitted at any time.
4. If using the demonstration kitchen, cooking should be not left un-attended at any time, and the range hood be turned on.

**The Hirer is responsible for ensuring adequate procedures are followed in the event of an emergency.**

5. Depending on the situation:
  - a. Contact Emergency Services – Dial 000 for Emergency Response Services.  
The address is Ashburton Community Centre, 160 High Street, Ashburton.
  - b. Assist any person in immediate danger if safe to do so. Administer First Aid as appropriate. First Aid kits can be identified in areas with following sign. 
  - c. A Defibrillator is located at the IGA supermarket, across from the Community Centre (219 High Street, Ashburton).
  - d. If an emergency occurs during office hours (Monday – Friday, 9.00am -2.30pm) alert Office Staff.
  - e. If evacuation of the building is necessary conduct an emergency evacuation using the nearest exit. An evacuation plan is displayed on the Community Centre walls, and a document is also attached.
  - f. **The City of Boroondara has an after-hours standby service to deal with any emergency issues related to council buildings or surrounds after-hours and on weekends. Please phone 9262 6333.**

### 13. Child Safe Organisation

Ashburton Community Centre is a child safe organisation and is committed to promoting and protecting the interests and safety of children. All groups and organisations who hire our rooms are to comply with the requirements of the Commission for Children and Young People Act 2012 and to have implemented/be implementing the Child Safe Standards if required to do so. For further information visit <http://www.cyp.vic.gov.au/child-safe-standards/>.



**We advise that you keep this document for reference during your hire**

#### ASHBURTON COMMUNITY CENTRE

160 High Street, Ashburton 3147


Office Hours: 9am-2.30pm Mon to Fri (excluding public holidays)

Phone: (03) 9885 7952 | Email: [office@ashburtoncc.org.au](mailto:office@ashburtoncc.org.au) | [www.ashburtoncc.org.au](http://www.ashburtoncc.org.au)

<p style="text-align: center;"><b>IN AN EMERGENCY TELEPHONE:</b></p> <p>FIRE BRIGADE      000</p> <p>POLICE                000</p> <p>AMBULANCE        000</p> <p>If it is a fire emergency and the alarms are sounded the Fire Brigade will <u>automatically arrive</u></p> <p style="text-align: center;"><b>WHEN YOU DIAL THE EMERGENCY NUMBER OUR ADDRESS IS:</b></p> <p style="text-align: center;"><b>Ashburton Community Centre</b></p> <p style="text-align: center;"><b>160 High Street</b></p> <p style="text-align: center;"><b>Ashburton</b></p> <p>(Corner of Highgate Grove &amp; High Street)</p>	<p style="text-align: center;"><b>EVACUATION ASSEMBLY AREAS</b></p> <p style="text-align: center;">Highgate Grove Carpark</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Corner of Munro and High St</p> <p><b>A Fire Safety Plan is on the wall in the kitchen “breakout” area and in front foyer. This details the location of the evacuations points, Fire extinguishers and exits</b></p>	<p style="text-align: center;"><b>IF YOU HEAR THE FOLLOWING ALARMS:</b></p> <p><b>ALERT ALARM</b>  <i>beep beep</i></p> <p style="text-align: center;">or</p> <p><b>EVACUATION ALARM</b>  <i>whoop whoop</i></p> <p><b>Action:</b></p> <ol style="list-style-type: none"> <li>1. If the alert alarm sounds during Office hours Mon – Fri 9am to 2.30pm staff will check for signs of danger and stand by for possible evacuation.</li> <li>2. Staff will advise participants if an evacuation is to take place. If so everyone will evacuate via the nearest exit and proceed to the assembly areas.</li> <li>3. <b>If out of hours, upon hearing any alarm participants are to immediately evacuate via the nearest exit and proceed to the assembly areas.</b></li> <li>4. <b>If safe to do so</b> advise other Centre groups of your evacuation, check toilets and other meeting rooms and advise library staff. Please take your attendance sheet with you.</li> <li>5. Do not re-enter the building unless advised to do so by an authorised person.</li> </ol>
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**FIRE EXTINGUISHERS**

Located outside office and in demonstration kitchen



1. Use fire extinguisher if safe to do so
2. Remove from bracket
3. Carry to scene of fire
4. While clear of fire remove pin and test the extinguisher
5. Proceed to fire and initially from a distance of **no closer than 2 metres** direct hose at base of fire and squeeze trigger

**FIRE HOSE REEL:** Located in the front foyer along the wall of the library

**KNOW YOUR EXITS**



**FOR YOUR SAFETY MAKE SURE YOU KNOW THE LOCATION OF THE NEAREST EMERGENCY EXIT**

- THE FRONT ENTRANCE OF THE BUILDING or
- THE BACK ENTRANCE OF THE BUILDING WHERE THE STAFF / TUTOR CAR PARK IS LOCATED