

House Hire Agreement 2012

PLEASE NOTE:

- * PLEASE SUPPLY RUBBISH BAGS TO TAKE AWAY YOUR RUBBISH
- * PLEASE DO NOT BRING ANY NUTS (or nut products) TO THE HOUSE.
- * PLEASE ASK YOUR VISITORS NOT TO PARK IN PERMIT ZONES.
- * PLEASE DO NOT SMOKE ON ANY PART OF THE PROPERTY

THANKYOU.

Holden Street Neighbourhood House



128 Holden St North Fitzroy 3068
Ph : 9489 9929
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ABN: 15 398 624 647

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13. All usage on an evening or weekend must conclude by 8pm in order to accord with Town Planning requirements (unless the activity is in a class of a quiet nature).

14. Liquor will not be permitted on the premises for re-sale without a valid license from the Liquor Licensing Commission.

15. Rubbish to be taken away (**not left in House bins**) and the House left as the user group found it. This includes washing dishes, cleaning, and the replacing of any furniture or equipment that may have been moved, to its original position. Please refer to the floor plan of childcare area, which is on the wall of the room. If used, please ensure the sandpit cover is replaced.

16. No smoking is permitted in the building or in the child play area located at the rear of the building. Smoking is only permitted in the front yard, where there are containers for cigarette butts.

17. Nappy change bench is available in the disabled access toilet. Please **do not** use table or benches to change babies' nappies.

18. Any supplies, equipment or toys damaged to be replaced.

19. Users must encourage members of their groups to park in observance of local parking restrictions. Parking to the east of the House (alongside the park) on the south side Holden Street, across the park in Byrne St, and the street behind the house is unrestricted at weekends. Please do not park across the driveways.

20. Offices are not included in hiring House. Use of photocopier and other equipment can be negotiated through the House Manager

21. **Caring for our Environment:** Holden Street Neighbourhood House has been retrofitted. This includes the solar panels, natural light, and Heat Recovery Ventilation system, shading and water tanks connected to the toilets. Please observe recommended temperatures for heating and cooling (displayed beside all controls: 19-21 °C for heaters, 24- 26 °C for Air conditioning). If you are using air conditioning, please make sure that doors are always closed.

22. PLEASE DO NOT BRING ANY NUTS OR NUT PRODUCTS ON TO THE PREMISES. THIS CAN BE DANGEROUS FOR SOME OF OUR CHILDREN WHO CAN SUFFER SEVERE ANAPHYLACTIC SHOCK IS EXPOSED TO THE SMALLEST AMOUNT.



FEE STRUCTURE (as of January 2012)

LEVEL 1 \$5.00 per hour

Community Groups established within the House which are providing either education or social support and encouragement to the users of the House and local residents.

LEVEL 2 \$15.00 per hour

Groups established outside the House who are using the House purely as a meeting place. Groups affiliated with any form of religion or using the House either for worship or the teaching of a particular religion.

Government funded health/welfare agencies offering a service to the area.

LEVEL 3 \$50 per hour

Social occasions for local groups and members of the local community eg. children's birthday parties.

LEVEL 4 \$25.00 per hour

Groups that are either selling products or taking fees from their participants.

PAYMENT

House hire fee can be made by cash, cheque or money order during office hours or by direct deposit to our Bendigo Bank account.

Account name: Holden Street Neighbourhood House Inc

BSB: 633-000 Account No: 131106577

If you wish to pay by direct deposit, please contact the office before doing so to ensure the payment is correctly identified.

Please email payment confirmation to holdensnh.internode.on.net

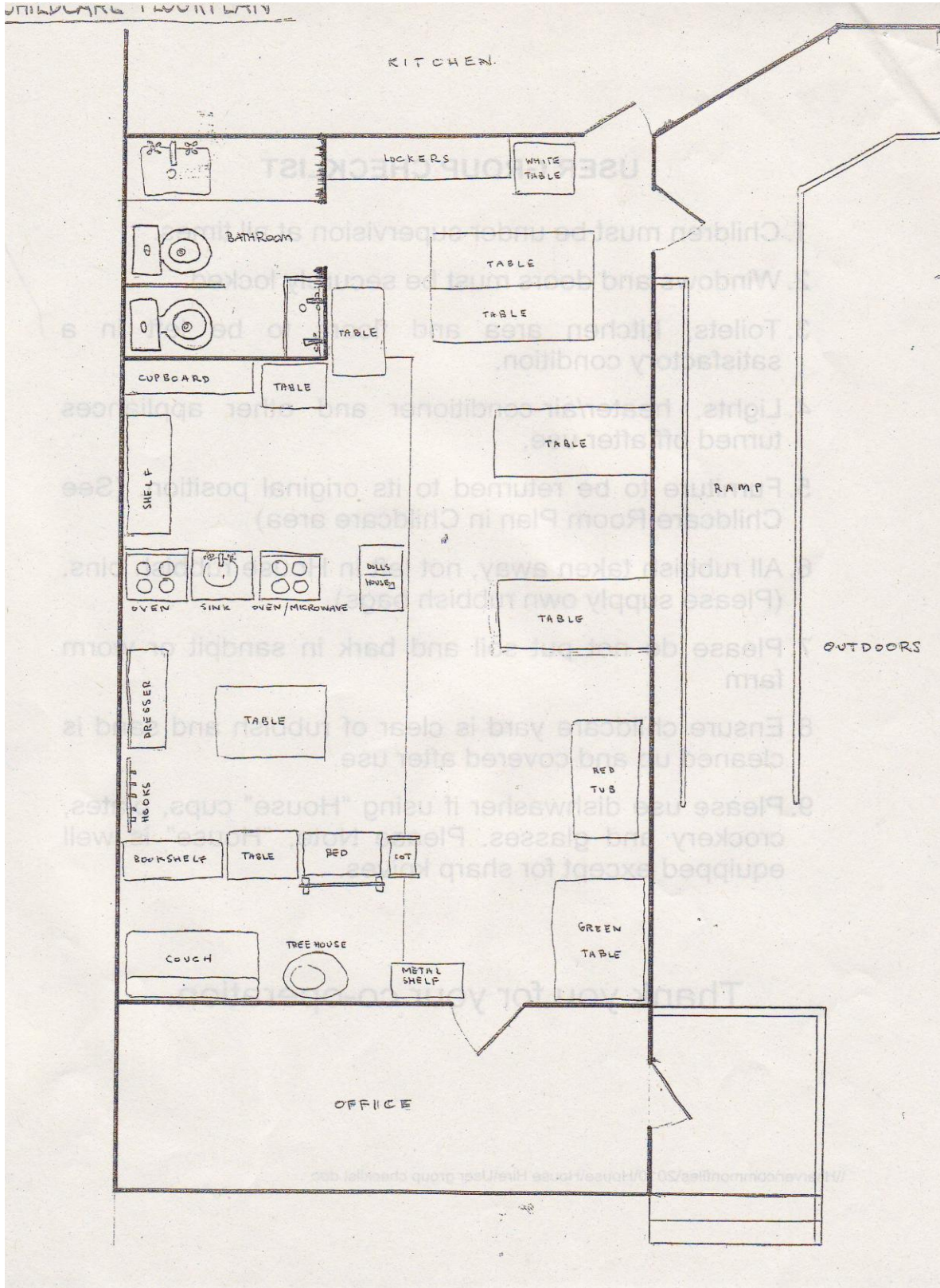
A Refundable Bond of \$50 is paid either in advance or when collecting the key.

**THIS PAYMENT SHOULD BE IN CASH OR CHEQUE
NO EFTPOS FACILITY IS AVAILABLE**

If staff time is required to put the House back in order - especially childcare (see attached plan) – a penalty of \$20 will be asked for or taken from bond money.



CHILDCARE ROOM FLOOR PLAN



USER GROUP CHECKLIST

1. Children must be under supervision at all times.
2. Windows and doors must be securely locked.
3. Toilets, kitchen area and floors to be left in a satisfactory condition.
4. Lights, heater/air-conditioner and other appliances turned off after use.
5. Furniture to be returned to its original position.
(See Childcare Room Plan in Childcare area)
6. All rubbish taken away, not left in House rubbish bins. (Please supply own rubbish bags)
7. Please do not put soil and bark in sandpit or worm farm
8. Ensure childcare yard is clear of rubbish and sand is cleaned up and covered after use.
9. Please use dishwasher if using “House” cups, plates, crockery and glasses. Please Note, “House” is well equipped except for sharp knives.

Thank you for your co-operation.



HOUSE HIRE APPLICATION FORM

(Completion of this form does not guarantee a booking, date and availability must be confirmed with office staff)

name of organisation/group:

or
name or person hiring community space:.....

mailing address:.....

name of contact person:

telephone: day:ah:.....Mobile.....

EMAIL:

nature of activity to be conducted at the house:

Date(s) required:

time in:..... time out:..... number of people anticipated:.....

facilities needed:

use of kitchen photocopier use of child care room

OTHER

fee charged:\$

payment arrangements:.....

opening and closing arrangements:.....

special conditions:

I/we have read and agree to abide by the requirements and conditions of the house as outlined in the house hire agreement.

signature:.....date:

co-ordinator representative:date:.....



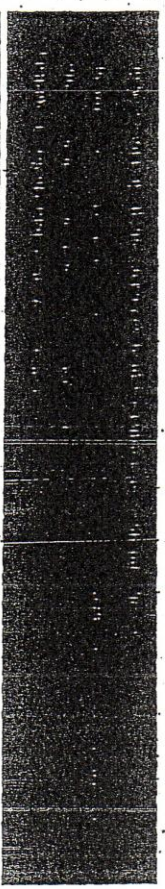


PLEASE RETURN FORM WITH PAYMENT:
 Facility Liaison Officer
 City of Yarra, Richmond Town Hall
 PO Box 168, Richmond, 3121
 Phone: 9206 5720
 Facsimile: 9206 5081

Facility Casual Booking Form

I, (name) hereby apply to hire the (name of facility) and agree to abide by the Conditions of Hire. Details of the function to be held are as set out on the back of this form.

- Function description:
- Day and date of function: am / pm, to am / pm
(Please ensure booking time includes set-up and cleaning times for the facility)
- Hours required: From am / pm, to am / pm
- Key Collected (date): Key returned (date):
- Caretaker Required: YES / NO
- Will liquor be consumed at this function?
If yes, (a) is liquor to be provided? YES / NO - Liquor Licence Number YES / NO
or, (b) are patrons to bring their own? YES / NO
- Caterer's details (if applicable)
- Will the function be for persons under 21 years? YES / NO
If Yes, I confirm that there will be 1 adult per 30 children in attendance.
- Charges: Hiring Fee:
Bond:
Insurance:
Total:
Note: This provides the hire with \$10m Public Liability Insurance which covers all sums the hirer shall be legally liable to pay to third parties by reason of Death or Personal Injury, Loss or Damage to property.
- Full details of person (18 years of age or over) / organisation making application:
Name:
Address:
Telephone No:



Cost Code(s): OFFICE USE ONLY

Receipt No: Cauter Name: Date Received:

Full terms and conditions:

YARRA CITY COUNCIL CONDITIONS OF USE

BOOKINGS:
 Bookings are considered tentative until receipt of a completed application form including a deposit of \$100. Tentative bookings will be held for 14 days only.

PAYMENTS:
 The balance of payment is due 14 days prior to the function as stated on the application form.

BONDS:
 The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded to the hirer within twenty-eight (28) days after the booking period has finished, provided the hire has complied with all aspects of the conditions of hire. Should the cost of repairing damage to the property exceed the bond, the hirer shall pay the additional cost. The cost of extra cleaning as a result of the booking will be deducted from the bond. An account for additional costs will be forwarded within 30 days.

CANCELLATIONS:
 Cancellations will only be accepted in writing at least 30 days prior to the date of booking. If these cancellation conditions are not complied with, the deposit paid on application will be forfeited.

PERMITS:
 Licences - Hirers are requested to contact the Liquor Licensing Commission on 9653 3366 to determine if a licence is required.
 Gaming - Appropriate permits must be obtained by the hirer. All permits must be signed by the facility liaison officer and bookings referred to the appropriate permit being arranged.

INSURANCE:
 Register and Casual Hire (24 hour period less than 53 hours a year) Conditions Apply
 A Public Liability Insurance cover for \$10 million with an excess payable by the hire of \$100 for property damage only, may be available with the hire of a Council facility. A premium in addition to the hire fees will be payable for this addition which will be advised on application. The policy specifically excludes jurisdiction, tick handling sporting activities and amusement hire. All existing and/or incidents which may result in a claim being made under this policy of insurance must be reported to the Yarra City Council Risk Management and Insurance Coordinator within two (2) days of the incident.

Hire: providing evidence of their own insurance.
 The User/ hirer/ hirer must take out a Public Liability Policy for a minimum of \$10 million in the joint names of Council and the User/ hirer/ hirer. The insurance must have a excess liability clause and a waiver of subrogation clause. A certificate of currency must be provided to Council prior to the commencement of any hire and the signing of any Lease Agreement.

DAMAGE:
 The floors, walls, carpets or any other part of the building or any fittings or furniture, shall not be damaged. The hirer will take steps to ensure their patrons will not cause damage or defacement. Failure to adhere to the above may result in loss of bond (refer to BOND).

IDEMPNTY:
 The hirer agrees to indemnify and keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against it by

any of them arising out of or in any way related to the granting of this licence and/or the use of the premises.
 Council is not responsible for any theft, loss, damage or injury suffered by the hirer or any guest or invitee of the hire, or any person coming on the premises during the period of hire, and the hirer indemnifies the Council in respect of all claims for loss, damage or injury caused by any person or property during the period of hire, or as a result of the use by the hire of the premises.

LIABILITY:
 The hirer must - (a) remain on the premises whilst visitors/patrons are in the building; (b) keep premises locked when unoccupied; (c) be responsible for orderly conduct and safety of patrons; (d) maintain the premises in a clean and safe condition for the duration of the term of hire.
 Please Note:
 The use of special substances on floors is strictly forbidden.

ACCESS/ EGRESS:
 Authorized Council Officers are entitled access to all buildings regardless of bookings. Council also reserves the right to hire any portion of the building other than the areas stated on the application form. The Council reserves the right to cancel any booking if the hall is required in respect of an election or referendum for the Federal or State Governments. If it is necessary to cancel any booking, the Council will attempt to find an alternative venue or date.

REQUIREMENTS:
 The hirer of the kitchen(s) shall leave it in a tidy condition and shall immediately remove all rubbish, refuse and waste, prior to the receipt of the premises. On completion of the function, rubbish must be cleared and wiped and the premises must be left in a clean and tidy condition.

DECORATIONS:
 The use of candles, streamers or similar articles of decoration or ornamentation is prohibited. Decorations may only be fixed to the hooks provided in the building. No calligraphy, blue top, pin etc. are to be attached to painted surfaces. All decorations must be removed at the end of the function. If this is not carried out, the costs will be deducted from the security bond.

SETTING UP/ PACK UP:
 The hirer has the responsibility for setting up and clearing away all equipment to the original location, unless arrangements have been made to change Council staff to carry out this work at a cost. Please do not damage furniture or equipment across floors, use tables/ chairs provided. Setting up time must be stated on the application form and all packing up should be completed immediately on termination of function. All equipment provided by the hirer must be removed from the site.

SECURITY SERVICES:
 Council reserves the right to request external security for functions.

EMERGENCY EXITS:
 All emergency exit doorways and passageways should be left clear at all times.

EMERGENCY CONTACTS:
 After hours emergency contact can be made by telephoning our after hours number - 9205 5555.

TERMS:
 Council reserves the right to expel person(s) or terminate the function due to any breach or violation of these and/or subsequent by patrons.