



# Gungaderra Homestead Hire Facility Terms and Conditions

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## **PROCESS TO HIRE FACILITY 1 Agreement to the contract**

Purpose of Hire: Organisations, groups or individuals hiring venues managed by CHC do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other rooms.

**Restrictions:** We do not allow parties (birthdays, graduations etc.) for ages between 12-30 years due to our noise restriction policy

Times of Hire: The period of hire shall commence and conclude strictly at the agreed times nominated on Page 1 – Venue Hire Application Form – and the venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance. Please note that our venues are monitored.

Vacation of Venue: No bookings are accepted past midnight. Premises must be vacated no later than 10pm.

### **2 Application for hire and confirmation of booking**

Once a Venue Hire Application Form has been received, along with signed COVID-Safe plan we will confirm the booking via email within 5 working days. If you do not receive a confirmation after 5 working days, please contact us on 02 6248 7716.

### **3 Hire costs and payment arrangement**

CHC will review rates annually and provide at least 4 weeks' notice of any rate changes.

If you believe that your organisation is eligible for a discounted rate based on Not for Profit (NFP) organisation status, you are required to attach your ATO certificate with your venue hire application form.

Payment for venue hire is via credit card/debit card or alternatively direct deposit using the CHC bank details. Payment is due in full two weeks prior to the event. If payment is not received by the specified due date CHC reserves the right to release the booking.

### **4 Additional Charges**

***Additional charges will be invoiced for the following:***

<b>Schedule of Additional Charges</b>	
<b>Item</b>	
Non-return of keys	\$200.00
Chairs/Tables not cleaned or packed away	\$110.00
Additional cleaning of premises	\$110.00
Hirer's personal items or hired equipment left at premises outside of agreed hire period	\$110.00
Rubbish not removed	\$110.00
Air Conditioning/Heaters left on	\$150.00
Failure to remove cigarette butts & broken/empty bottles from surrounding outdoor areas	\$110.00
Decorations left at the premises	\$50.00
Complaints from nearby residents that result in a call out or further action	\$300.00
Non-payment of all or part of the agreed hire charges	\$ cost of hire charges

An event which requires the attendance of any Emergency Services	\$ cost of infringement
Fine incurred for excessive noise as per EPA 1997	\$ cost of infringement
Any damage as outlined, but not limited to <ul style="list-style-type: none"> <li>• Broken window/glass</li> <li>• Damage to flooring</li> <li>• Damage to venue property/premises</li> </ul>	\$ as per quotation obtained by CHC.

## 5 Cancellation of Booking

Booking cancellations are required before the payment due date, 2 weeks before the booked event. In the event of a booking cancellation falling within 2 weeks of the event, CHC reserves the right to recover 100% of the hourly rate. CHC will not charge the \$110.00 weekend surcharge fee.

All groups/individuals are required to provide a minimum of 48 hours notice should they need to cancel a pre-arranged booking. If this is not provided verbally or in writing, then CHC will continue to charge the hirer for that booking date and no refund/credit will be provided to them after this time.

This amount will be debited from the nominated credit card on the Bond form, however not before contact has been made with the Hirer.

CHC reserves the right to cancel your booking or future booking if the terms and conditions of hire are breached. CHC will provide written or verbal notice cancelling a booking (without warning if necessary) if:

- The Hirer neglects to pay the associated hiring costs before the specified deadline
- CHC becomes aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, and inappropriate for the venue, prohibited by law, or would be of detriment to CHC, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, payment may be retained by CHC.
- Repairs or alterations are underway
- The premises are not fit for use due to electrical or security failure, or damage
- You have not provided evidence of adequate insurance coverage if required
- You are not adhering to the COVID-Safe plan of the homestead.

## 6 Group Viewing/Tours of the Facility

Community Development Manager will be available on the following days and times to provide interested hirer's and opportunity to view the inside of the Homestead and discuss the features available including an induction of the facility.

- Monday Afternoon 4.30-5.00pm

**Please note:** Viewings/Tours will not be available outside of these hours. Please make an appointment with CHC to view the facility.

## 7 Key Collection and Return

Keys can be collected from CHC office at Unit 224/29 Braybrooke Street BRUCE ACT the business day before or of the event between the hours of 10am and 4pm.

Keys must be returned to the CHC office at Unit 224/29 Braybrooke Street BRUCE ACT the

business day after the event between the hours of 10am and 4pm.

There is no after hour's drop of for Keys.

Keys must not be duplicated or given to other attendees. The hirer is responsible for the damage or replacement cost associated with the keys and police will be notified.

## **8 Access to Venue**

The premises may only be occupied during the times specified in the Application for Hire.

Cleaning and packing up time must be included in the hire session time.

If the venue has been hired until 10:00 pm the hirer must ensure that the premises is vacated no later than 10:00 pm (this includes cleaning and packing up).

All goods and equipment provided by the hirer (including musical equipment, jukeboxes, decorations, leftover food/drink etc.) must be removed from the premises within the hire time period.

## **9 Public Liability Insurance**

All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event. Please note: **A Public Event** is an event which is;

- Open to members of the public;
- That is advertised to the general public;
- Either free to attend or has an entry cost;
- Aimed to sell or promote goods or services (e.g. Tupperware Party)

**A Private Event** is an event which is;

- By invitation only (e.g. a birthday party).

Private events are adequately **covered by CHC's Public Liability Insurance**.

\$1,000 excess is payable in the event of any claim made by the hirers.

## **10 Induction**

The Hirer agrees to familiarise themselves, their guests, contractors, and volunteers all those participating in the event of the following:

- (a) Safe access and egress points
- (b) Emergency exits, evacuation plans and external emergency assembly point
- (c) Emergency contact numbers; and
- (d) Fire extinguishers and fire protection equipment
- (e) First Aid Kit
- (f) COVID-Safe Plan

## **HIRER'S OBLIGATIONS**

## **11 General Obligations**

Personal belongings/food items left unattended at the venue will be at the hirers own risk. Any equipment arranged by the hirer (e.g. Jukebox) must be removed by the end of the hire period. The venue will not be available the following day to collect equipment.

The hirer must allow un-restricted access to the venue at any time to CHC staff on official business, security officers and emergency officers.

## **12 Cleaning, setting up and packing up**

All of the following is required within the period of the hire:

- The premises must be left in a clean and tidy condition with floors swept and mopped, the kitchen cleaned and all furniture packed away.
- Cleaning and pack up time must be included in the hire session time. The hirer is responsible for the set up and pack up of furniture required by the hirer. This equipment must be clean and stacked safely in the correct storage area.
- The hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish hoppers provided and not left in the rubbish bins inside the premises. If the hopper bins are not available then all rubbish must be removed off site by the hirer.
- If the premises are not cleaned as required at the end of the hire period, cleaning costs will be deducted from the bond accordingly.

## **13 Work Health & Safety**

In the case of an Emergency, the Hirer is responsible for the emergency evacuation of those attending the activity/event, ensuring that all participants go to the designated emergency assembly area as indicated in the facility's evacuation diagram.

The hirer is responsible for ensuring that no person re-enters the Facility until clearance is given by the Emergency Services or CHC Staff.

Evacuation diagrams and notices must not be removed from the walls or covered over.

The hirer must ensure that there is no interference with the fire safety equipment or any other emergency equipment including smoke alarms in the Facility.

The hirer is responsible for all costs incurred if the firefighting equipment and or smoke alarms are activated accidentally or through misconduct during the hire period.

The hirer must maintain, at all times clear exits and entrances in the Facility and at no times must exit signs be covered.

All electrical equipment used in connection with activities must be tagged by a certified person to comply with work health and safety requirements and Australian Standards

It is the Hirer's responsibility:

- (a) To identify, and only if safe to do so, isolate or control hazards;
- (b) Notify any person's that may come into contact with the hazard or potential hazard;  
and
- (c) Report all faulty equipment or potential hazard to CHC office on 02 6248 7716.
- (d) To turn off all lighting, heating/air-conditioning appliances

## **14 Decorations and Advertising**

The erection of decoration is permitted on the condition that they do not damage or mark any part of the building. Extreme care should be taken that decorations do not pose a fire hazard.

No blu-tac, celotape or other adhesives, nails and/or hooks are to be used on the walls or ceilings of the property.

Handbills, posters and other advertising materials are not permitted within or outside the venue without the written permission of CHC.

If decorations are not removed or damage from decorations is caused, the cost of the removal will be deducted as detailed in the schedule of additional charges.

Glitter, party-poppers and smoke machines are **not permitted**.

Jumping Castles are permitted but can only be setup at the rear of the property next to the storage room and rear carpark via Otway Street. Please advise if you have organised a jumping castle for further clarification.

Gatherings must not be advertised on social media or other media.

### **15 Heating, Cooling and Electrical Equipment**

The hirer is responsible for turning off all cooling and heating appliances. An additional surcharge of \$50 will be applied should equipment be left on. **Please note, with the exception that all fridges in the facility are to be left on.**

All existing fire places are not to be used as they are currently in-active features within the facility.

All electrical equipment used in connection with activities must be tagged by a certified person to comply with work health and safety requirements and Australian Standards.

### **16 Restriction to Numbers**

To satisfy fire regulations the maximum capacity for each venue is required on the application. Strict adherence to this capacity must be maintained.

If this term is breached, a fee may be charged as detailed in the schedule of additional charges.

### **17 Food Catering**

Preparation of food and beverages must be confined to kitchen areas. Barbeques are permitted for use outside the venue only, and are not provided for use. Hirers must provide their own barbeque. The kitchen must be left clean and tidy as per the original condition that the kitchen was presented at the start of the hire session.

### **18 Smoking and Alcohol**

Smoking is NOT permitted inside the facility.

Cigarette smoking that occurs on the external grounds of the facility must ensure that all cigarettes must be disposed of appropriately to ensure that the garden and common areas of the venue is kept clean at all times.

If there is evidence of cigarette butts found outside the venue then CHC will organise for this to be removed and a surcharge will be applied to your existing booking.

Alcohol consumption is permitted in accordance with relevant regulations. If hirers provide alcohol or permit alcohol to be consumed at their event, they do so at their own risk. The sale of liquor without a suitable license is illegal and therefore strictly prohibited.

For licenses and regulations visit the websites below.

<http://www.ors.act.gov.au/community/liquor> <http://www.legislation.act.gov.au/a/2010-35/default.asp>

## **19 Animals**

No pets or animals are allowed within the Facility with the exception of animals necessary to assist a person with a disability.

## **20 Noise**

**Please be aware that the premises are in a residential area** and due consideration must be given to nearby residents. Excessive noise could incur a fine of up to \$1,000.00 for which the hire is liable as per the schedule of additional charges.

- In accordance with the Environment Protection Act 1997 all noise must be below 45 decibels up to 10pm.
- **The premises must be vacated by hirers and their guests by no later than 10 pm.** If you remain at the facility past 10 pm you will be in breach of the terms and conditions of hire and incur an additional fee.

**Please note:** The authorities may be contacted by residents due to the noise and /or if the property is still in use after 10 pm.

## **21 Damage to Property or Premises**

“Damage” is considered as breakages that impair the value, usefulness, or normal function of the venue. A requirement of additional cleaning is also considered under “damages” in these terms and conditions.

Any damage that occurs to the premises during the time of hire must be reported to CHC as soon as possible on the first business day following the hire.

For any damage incurred by the hirer or one of their invited guests the cost of repairs will be deducted as detailed in the schedule of additional charges.

## **22 Illegal Activity**

The hirer shall not engage in any illegal activity at the Facility. If any activities in or around the venue instigate the attendance of Police (during hire or thereafter), a fee may be charged as detailed in the schedule of additional charges.

## **23 Security and Safety**

Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of their guests.

The hirer must allow un-restricted access to the venue at any time by CHC staff on official business, security officers or emergency officers.

## **24 Emergency Call Out**

If you require to report an **urgent maintenance** request whilst you are utilising the venue from 5pm on Friday to 7am on Monday then please contact our After Hour's Team on 1300 537 773 to discuss the urgent maintenance. This also applies to ACT Public Holidays.



CHC will only provide an afterhours service for the following maintenance classifications:

- No electricity to Gungaharra Homestead
- No water supply to Gungaharra Homestead
- Hirer cannot gain access to the premises (e.g. key won't work or door lock broken)
- Property or building damage which requires immediate repairs (e.g. window broken and needs immediate repairs to be arranged) □ Fire or Police contacted.

It is important to CHC that you report any **non-urgent** maintenance concerns to our office on 6248 7716 at the next business day to ensure that we can resolve these matters as soon as possible.

It is important to CHC that you please ensure that you have everything that you need before your booking and have collected the keys during business hours.

**In Extreme Emergencies: In case of a fire at the premises or if Police are required to attend the event, hirers must phone 000 as first point of contact.**

## **25     Parking vehicles**

It is the hirer's responsibility to ensure that all vehicles are parked in the designated areas.

The Hirer must comply with all traffic management controls.

CHC takes no responsibility for any vehicles or items within the designated parking areas.



**AFTER HIRE PROCESS**

**26 Cleaning and Packing Up**

Premises must be vacated no later than 10pm.

It is the responsibility of the hirer to ensure that the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.

If the cleaning is not to a suitable standard, the cost of engaging cleaners will be deducted as detailed in the schedule of additional charges.

A vacuum, mop and bucket are available for use which is located in the storage room labelled CHC. Please provide your own cleaning chemicals.

At the end of the hire, hirers must ensure that the following checklist is completed:

## 27 COVID-Safe Plan

All hirers are responsible for making sure the COVID-Safe plan for the homestead is adhered to by all participants and guests attending the organized event. The plan must be signed by the hirer and the hirer agrees to ensure:

- Guests are checking in via the Canberra Safe App or manually on each visit
- Guests are not exceeding maximum allowance per designated area
- Guests remember to wash hands and sanitize all areas of use before leaving
- Guests maintain 1.5m of physical distance
- Guests to not attend the homestead if they are experiencing cold or flu symptoms or have been in contact with somebody known to have COVID-19 or visited a COVID-19 hotspot within 14 days of attending the homestead.

## 28 Hirers Checklist

- All tables and chairs returned to their original position
- All decorations have been removed (including balloons, tape and adhesives, streamers, etc.)
- Any cooking equipment used has been washed and returned to storage
- All areas of use have been cleaned and sanitized in accordance with the COVID-Safe Plan.
- All guests have checked in using the Canberra Safe app or manually
  
- Toilets have been cleaned and left in a responsible state and tided of excess rubbish
- All floors have been swept and mopped with CHC vacuum /mop
- All rubbish has been placed in external rubbish hopper bins to capacity only, or removed from the premises
- All additional items belonging to the hirer are removed from the venue (including food and drinks, music and equipment etc.). Hirers are not permitted to access the venue the following day. Additional hire charges will apply.
- All heating/air-conditioning units have been turned off
- All windows and blinds to be closed
- All lights are turned off
- Oven/Stovetop is turned off
- All doors are locked
- Keys returned to CHC at 224/29 Braybrooke Street BRUCE ACT on the next business day.**