



Gungaderra Homestead

Terms and Conditions for Hire

Hiring Process

- 1 Agreement to the contract
- 2 Application for hire and confirmation of booking
- 3 Hire costs and payment arrangement
- 4 Additional fees
- 5 Booking cancellations
- 6 Tour of the Homestead
- 7 Key collection and return
- 8 Access to the Homestead
- 9 Public Liability Insurance
- 10 Induction

Hirer's Obligations

- 11 General obligations
- 12 Covid-Safe Plan
- 13 Cleaning, setting up and packing up
- 14 Work Health and Safety
- 15 Decorations and advertising
- 16 Heating, cooling and electrical equipment
- 17 Restrictions to numbers
- 18 Food and catering
- 19 Smoking and alcohol
- 20 Animals
- 21 Noise restrictions
- 22 Damage to the Homestead
- 23 Illegal activity
- 24 Safety and security
- 25 Emergency call-out
- 26 Vehicle parking

After-hire process

- 27 Cleaning and packing up
- 28 Hirer checklist

Hiring process

1 Agreement to the contract

Purpose of hire: Organisations, groups or individuals hiring venues managed by CHC Australia 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 12 – 30 years due to our noise restriction policy.

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

Vacation of the Homestead: The Homestead must be vacated no later than 10:00pm. No bookings are accepted past 9:00pm.

2 Application for hire and confirmation of booking

Once an Application Form has been received by Gungaharra Homestead Management along with a signed COVID-Safe Plan (if required), we will confirm the booking via email.

Please contact us on (02) 6248 7716 if confirmation has not been sent within three working days.

3 Hire costs and payment arrangement

Our rates are as follows:

| | Weekday rate per hour | Weekend rate per hour | Not-for-profit & CHC tenant rate per hour 50% discount |
|--|--------------------------|--------------------------|---|
| Gungaderra Hall (max. capacity of 50) | \$40 | \$50 | \$20 |
| Gungaderra Meeting Room (max. capacity of 10) | \$25 | \$35 | \$12.50 |

If your organisation is registered as Not-for-Profit, you may be eligible for the discounted rate, provided that the registration certificate is attached to the Application Form. CHC tenants are also eligible for the 50% discount.

Payment for hire is accepted via credit card, debit card, or through direct deposit into the CHC bank account. Please note that we do not accept Amex cards.

Payment is due at least seven days before the hire date, with an option to nominate a date to process payment on the Application Form. Bookings will only be secured once payment is received. Gungaderra Homestead Management will not process your payment without prior consultation, and all personal data is kept safe in accordance with the *Privacy Act 1988* (Cth).

If payment is not received by the specified due date, Gungaderra Homestead Management reserves the right to release the booking.

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

4 Additional fees

Additional fees may apply if the following terms are breached:

| Term breached | Additional fee |
|--|--|
| Non-return of keys within 48 hours after booking date | \$150 |
| Chairs / tables not cleaned or packed away | \$50 |
| Additional cleaning of the Homestead | \$90 |
| Hirer's personal items or hired equipment left at the Homestead outside of agreed hire period | \$60 |
| Rubbish not removed from the Homestead | \$80 |
| Electric equipment excluding kitchen fridge is left on (i.e. heaters, air conditioner) | \$100 |
| Failure to remove cigarette butts & broken / empty bottles from surrounding outdoor areas | \$100 |
| Decorations left at the Homestead | \$50 |
| Complaints from nearby residents that result in a call out or further action (including noise complaints) | \$200 |
| An event that requires the attendance of any Emergency Services | Cost of infringement |
| Fine incurred for excessive noise as per <i>Environment Protection Act 1997 (ACT)</i> | Cost of infringement |
| Any damage as outlined but not limited to: broken windows / glass, damage to flooring, damage to the Homestead | Per assessment and quote of damage obtained by CHC Assets team |





5 Booking cancellations

For casual hirers, cancellation of a booking is required in writing one week before the hire date. In the event of a cancellation falling within two days of the event, CHC Australia reserves the right to recover 100% of the hourly rate. CHC Australia will not include the weekend rate.



For permanent hirers and ongoing hirers, a minimum of 48 hours' written notice must be sent to Gungaderra Homestead Management should you need to cancel a pre-arranged booking. If no notice is given or is given too late, CHC Australia will continue to charge the hirer for that booking date and no refund or credit will be provided.

If notice is provided verbally, an email will be sent to the hirer confirming the cancellation of booking, which must be responded to within 48 hours.

Gungaderra Homestead Management reserves the right to cancel your booking if the terms and conditions of hire are breached. Gungaderra Homestead Management will provide written notice cancelling a booking (without warning) if:

-  The hirer neglects to pay the associated hiring costs before the specified deadline.
-  CHC becomes aware that any events, goods or services proposed to be held or provided by the hirer is / are objectionable, dangerous, or inappropriate for the Homestead, prohibited by law, or would be of detriment to CHC Australia, the community, or be in contravention of any laws or the conditions stipulated in these terms and conditions. In this case, payment may be retained by CHC Australia.
-  You are not adhering to the COVID-Safe Plan for the Homestead.
-  If you are hosting a public event and fail to provide evidence of adequate insurance coverage (Refer to Chapter 9 for more information).

Gungaderra Homestead may also cancel bookings based on the following:

-  Repairs or alterations are underway.
-  The venue is not fit for use due to electrical or security failure, or damage.

If your booking is cancelled due to either of these two reasons, a credit or refund may be organised.

6 Tour of the Homestead

Prior to your first booking date, you must be inducted on Gungaderra Homestead to familiarise yourself with the layout of the Homestead, emergency evacuation exits and assembly points, and how to keep your guests safe while using the Homestead.

You must book an appointment with Gungaderra Homestead Management to be able to view the Homestead. Tours are usually scheduled for Monday afternoons between 4:00pm and 5:00pm.

7 Key collection and return

Collection: Keys can be collected from the CHC Office at Unit 224/29 Braybrooke Street, Bruce ACT 2617 on the business day before or on the date of the event, between the hours of 9:00am and 5:00pm.

Return: Keys must be returned to the CHC Office at Unit 224/29 Braybrooke Street, Bruce ACT 2617 the business day after the event between the hours of 9:00am and 5:00pm. There is no after-hours drop off for keys.

If the keys are being handled by someone other than the hirer nominated on the Application Form, their details must be provided to Gungaderra Homestead Management. The hirer is responsible for the damage or replacement cost associated with the keys, and police may be notified. Refer to Chapter 4 for more information.

Keys must not be duplicated or given to other attendees.

8 Access to the Homestead

The Homestead may only be occupied during the times specified in the Application Form.

If the Homestead has been hired until 10:00pm, the hirer must ensure that the Homestead is vacated no later than 10:00pm (including cleaning and packing up time).





All goods and equipment provided by the hirer (including musical equipment, speakers, decorations, leftover food or drink, etc) must be removed from the Homestead within the period of hire. Fees will apply if equipment and goods are left at the Homestead after the event has taken place. Refer to Chapter 4 for more information.

Please ensure that you have everything that you need before your booking, and have collected the keys on the day of or business day before the event, during business hours.

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 are required to provide a copy of their Public Liability Insurance prior to the event.

A **public event** is:

-  Open to members of the public;
-  Advertised to the general public;
-  Either free to attend or has an entry fee;
-  Aimed to sell or promote goods or services (e.g. Tupperware Party, dance classes)








A **private event** is by invitation only, such as a birthday party, training or courses. These types of events are either free to attend or has an entry fee.

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

In the event that an insurance claim is raised as a result of the conduct of the hirer, an excess fee of up to \$1000 will be incurred by the hirer.

10 Induction

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

-  Safe access and egress points;
-  Emergency exits, evacuation plans, external emergency assembly point;
-  Emergency contact numbers;
-  Fire extinguishers and fire protection equipment;
-  First aid kits;
-  Cleaning, setting up and packing up responsibilities; and
-  COVID-Safe Plan (if required).

Hirer's Obligations

11 General obligations






The hirer must allow unrestricted access to the Homestead at any time to CHC staff on official business, security officers and emergency officers.

Personal belongings, food, drink and equipment (e.g. speakers) arranged by the hirer must be removed by the end of the period of hire. The Homestead will not be available the following day for collection of equipment. A fee will apply for equipment and goods left at the Homestead after the event. Refer to Chapter 4 for more information.

Please note that the Homestead is visited weekly by Gungaharra Homestead Management to ensure the terms and conditions are being adhered to, and that the Homestead is in a safe and working condition for our hirers.



12 COVID-Safe Plan (when required)

All hirers are responsible for making sure the COVID-Safe Plan for the Homestead is adhered to by all participants in the event. The plan must be signed by the hirer who agrees to ensure:

-  Guests are checking in via the Canberra Safe app or manually.
-  Guests are not exceeding maximum allowance per designated area.
-  Guests remember to wash hands and sanitise 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, have been in contact with somebody known to have COVID-19, or has visited a COVID-19 hotspot within 14 days of attending the homestead.

13 Cleaning, setting up and packing up

The following obligations must be met within the period of hire:

-  The Homestead must be left in a clean and tidy condition, with floors swept and mopped, the kitchen cleaned and all furniture packed away. Every room that the hirer uses must be cleaned prior to departure.
-  Cleaning and packing up time must be included in the period of hire. The hirer is responsible for removing all rubbish from inside the Homestead; rubbish must be placed

in the hopper bin provided. If the hopper bin is unavailable, all rubbish must be removed off-site by the hirer.



If the Homestead is not cleaned as required at the end of the period of hire, a fee will apply. Refer to Chapter 4 for more information.

14 Work Health and Safety

It is the hirer's responsibility to:



Identify, and only if it is safe to do so, isolate or control hazards;



Notify any person that may come into contact with the hazard or potential hazard;



Turn off all lighting, heating and cooling appliances (except the kitchen fridge); and



Report all faulty equipment or potential hazards to the CHC Office on (02) 6248 7716 or via email at gungaderrabookings@chcaustralia.com.au

In the case of an emergency, the hirer is responsible for the emergency evacuation of those attending the event, ensuring all participants meet at the designated emergency assembly area as indicated in the Homestead's evacuation diagram located in the kitchen and dining room.

The hirer is responsible for ensuring no one re-enters the Homestead until clearance is given by the Emergency Services or CHC staff.

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

If firefighting equipment or smoke alarms are set off by accident or through misconduct of guests in the Homestead, the hirer will incur the costs. Refer to Chapter 4 for more information.

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

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

All electrical equipment used during events at the Homestead must be tagged by a certified person to comply with the Work Health and Safety regulations, and with Australian Standards.

15 Decorations and advertising

Decorations are permitted on the condition that it does not damage or mark any part of the building. Extreme care should be taken that the decorations do not pose a fire hazard.

No cellotape or other adhesives, nails or hooks are to be used on the walls or ceilings of the property. Blu-tack is permitted, however extreme care must be taken to not peel the paint when removing blu-tack from the walls and ceilings.

Posters, flyers and other advertising materials are not permitted within or outside the Homestead without prior written permission from Gungaderra Homestead Management.

If decorations are not removed or damage from decorations is caused, a fee will apply. Refer to Chapter 4 for more information.

Glitter, party poppers and smoke machines are prohibited.

Jumping castles and other portable amenities are permitted with written permission from Gungaderra Homestead Management. These amenities can only be set up at the rear of the property, on the grassland along Otway Street.

16 Heating, cooling and electrical equipment

The hirer is responsible for turning off all heating and cooling appliances. If electrical equipment is left on after the period of hire has ended, a fee will apply. This excludes the kitchen fridge. Refer to Chapter 4 for more information.

All existing fireplaces within the Homestead are not to be used as they are inactive features.

All electrical equipment used during events at the Homestead must be tagged by a certified person to comply with the Work Health and Safety regulations, and with Australian Standards.

17 Restrictions to numbers

To satisfy fire regulations, the hirer must observe and comply with the maximum capacity for each room. Strict adherence to this capacity must be maintained. If this term is breached, a fee will apply. Refer to Chapter 4 for more information.

18 Food and catering

Preparation of food and beverages must be confined to the kitchen. The kitchen must be made clean and tidy according to how you found the kitchen at the start of the hire period.

Barbeques: Barbeques are permitted for use at the Homestead, however CHC Australia does not provide barbeques for use at the Homestead. Hirers must provide their own barbeque and must only be used outdoors.

19 Smoking and alcohol

Smoking is not permitted inside the Homestead.

Smokers can use the external grounds of the Homestead, but must ensure that all cigarettes are disposed of appropriately, ensuring that the garden and common areas of the Homestead are kept clean at all times. A fee will apply if cigarette butts are discovered on the property and not in the bin. Refer to Chapter 4 for more information.

Alcohol consumption is permitted in accordance with relevant legislation. If hirers provide alcohol or permit alcohol to be consumed at the event, you do so at your own risk. Fees will apply for empty or broken bottles that have been disposed of inappropriately (i.e. not contained in a bin).

The sale of liquor without a suitable license is illegal and therefore strictly prohibited.

Refer to the *Liquor Act 2010* (ACT) for more information.

<https://www.legislation.act.gov.au/View/a/2010-35/current/html/2010-35.html>

20 Animals

No pets or animals are allowed within the Homestead, with the exception of service animals.

21 Noise restrictions

Please be aware that the Homestead is in a residential area and due consideration must be given to nearby residents. Excessive noise could incur a fine of up to \$1000 for which the hirer is liable. **Please note** that the authorities may be contacted by residents due to the noise and / or if the Homestead is still in use after 10:00pm. Refer to Chapter 4 for more information.

In accordance with the *Environment Protection Act 1997 (ACT)*, all noise must be below 45 decibels (average house noise) up to 10:00pm.

The Homestead must be vacated by hirers and their guests by no later than 10:00pm. If you or your guests remain at the facility after 10:00pm, you will be in breach of these terms and conditions and a fee will apply. Refer to Chapter 4 for more information.

22 Damage to the Homestead

“Damage” is defined as “physical harm that impairs the value, usefulness, or normal function of something”. A requirement for additional cleaning is also considered “damages” in these terms and conditions. Refer to Chapter 4 for more information.

Any damage that occurs to the Homestead during the period of hire must be reported to the CHC Office on (02) 6248 7716 as soon as possible on the first business day following the hire.

23 Illegal activity

The hirer must not engage in any illegal activity at the Homestead. If any activities in or around the Homestead instigate the attendance of police during the hire or thereafter, the hirer will incur the fees associated. Refer to Chapter 4 for more information.

24 Safety and security






Hirers are responsible for the safety and security of themselves, their guests, the Homestead and its grounds during the period of hire. Hirers are also responsible for the behaviour of their guests.

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

25 Emergency call-out

If you need to report an **urgent** maintenance request whilst you are using the Homestead from 5:00pm on Friday to 8:00am on Monday (i.e. outside business hours), please contact our After Hours Team on 1300 537 773 to arrange assistance. This also applies on ACT public holidays.

CHC Australia will only provide an after-hours service for the following maintenance classifications:

-  No electricity to Gungaderra Homestead;
-  No water to Gungaderra Homestead;
-  The hirer cannot gain access to the premises (e.g. key won't work, lock or key is broken);
-  Property or building damage that requires immediate repairs (e.g. broken window);
-  Emergency Services are contained.

It is important to Gungaderra Homestead Management that you report any non-urgent maintenance concerns to our office on (02) 6248 7716 on the next business day to ensure that the matter is resolved as soon as possible.

In extreme emergencies: In case of a fire at the Homestead, or if police are required to attend the event, hirers must call 000 as the first point of contact.

26 Vehicle parking

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 Australia and Gungaderra Homestead Management take no responsibility for any vehicles or items within the designated parking areas, lost or stolen items.



After-hire process

27 Cleaning and packing up

The Homestead must be vacated no later than 10:00pm.

It is the hirer's responsibility to ensure that the Homestead and its 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, a fee will apply. Refer to Chapter 4 for more information.

A vacuum, mop, mop buckets, brooms and dustpans & brushes are available for use which are located in the main storage room. There are cleaning products under the sink in the kitchen, however you are welcome to bring your own supplies.

28 Hirer checklist



Before departing the Homestead:



All heaters and air conditioners are turned off.



Second fridge is turned off.



All lights are turned off.



All windows and blinds are closed.



All additional items belonging to the hirer are removed from the Homestead (food, drink, music, equipment, etc)



All doors are locked, taking special care to ensure that the porch door latch lock is properly closed.



Kitchen:



Any cooking equipment used has been washed and returned to storage.



Stove top and oven are off.



Cleaning:



All tables and chairs are returned to their original positions.



All decorations have been removed (including balloons, streamers, etc).



All areas of use have been cleaned and sanitised in accordance with the COVID-Safe Plan (if required).



Toilets have been cleaned and left in a responsible state and tidied of excess rubbish.



All floors have been swept and mopped to an acceptable standard.



All rubbish has been placed in the hopper in to capacity only, or removed from the Homestead.

Keys must be returned to the CHC Office at 224/29 Braybrooke Street, Bruce ACT 2617 the next business day.