

1. APPLICATION

- a) An application for hire must be returned to the **Noble Park Community Centre (NPCC)** via the completion of the **‘Ongoing Use Agreement’**.
- b) When an application is made by a person on behalf of an organisation, club, or group of people, the person making the application warrants that he or she is authorised by the organisation, club, or group of people to submit and sign the application on its, or their behalf.
- c) The elected representative who signs the Ongoing Use Agreement shall be considered the **‘Hirer’** and will be responsible for the group, its participants and affiliates whilst using the NPCC.
- d) The NPCC reserves the right to refuse any booking at its absolute discretion.
- e) Bookings are required to be held on a weekly, fortnightly, or bi-monthly predictable basis e.g. 1st & 3rd Thursday of the Month. Sporadic & unpredictable bookings will be considered casual hire.
- f) The agreement is not enacted until the Hirer has received written confirmation from NPCC and completed an induction.

2. HIRE FEES

- a) The Hirer will be invoiced monthly for agreed **‘Hire Fees’**
- b) Late payment on invoices will result in a late payment fee of \$20 being charged on outstanding amounts and may result in the cancellation of the Ongoing Use Agreement.
- c) The NPCC reserves the right to increase or change hire fees where they deem applicable.

3. ACCESS

- a) The Hirer will enter and vacate the Centre within the time specified and agreed upon in the Ongoing Use Agreement. Any extra time used above the stated hours will be deemed as part of the hiring hours and the Hirer will be charged accordingly.
- b) Hiring hours must include required setting up, packing away & cleaning required during the booking.
- c) The Hirer will not attend the Centre more than 15 minutes prior to agreed hire time.
- d) A key fob/s will be issued to the Hirer. It is the Hirer’s responsibility for the safekeeping of the key fob/s. Loss or damage of key/s will result in a charge of \$50 for each key replaced.
- e) The Hirer is not to access the office without NPCC approval.
- f) The Committee of Governance reserves the right for Committee Members and staff to access & enter the Centre at any time, without notice.

4. CENTRE USE

- a) The Hirer will not use the Centre for reasons not already provided to the NPCC and must only use the room/s designated in the Ongoing Use Agreement.
- b) The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location.
- c) Children must be supervised at all times.
- d) Reasonable attempts must be made to conserve energy by using minimum lighting and heating/cooling. The Hirer will ensure lights and heating/cooling units are switched off prior to exiting the Centre.

5. USE OUTSIDE ONGOING USE AGREEMENT TERMS

- a) Additional hire must be requested via email at least 2 days prior to the required time.
- b) No other contact within the organisation has authority to make additional bookings other than the listed contact.
- c) If the Centre is required by the Hirer for a different purpose outside of the agreed upon terms the Hirer must submit application for variation in writing within 7 days of booking.

6. NOISE

- a) The Hirer will be courteous to our neighbours by ensuring that noise and music is kept to a minimum. The Hirer will keep all doors closed so noise is not projected outwardly.
- b) Noise complaints due to the Hirers actions may result in a fee at the NPCC's discretion and/or the cancellation of their Ongoing Use Agreement.
- c) All electrical amplified sound reproducing equipment must be turned off at **10pm** Monday-Sunday and **11pm** on Fridays, Saturdays & Public Holidays.

7. CLEANING

- a) The Hirer must leave the Centre in the condition it was found in at the start of the booking satisfactory to the Committee of Governance.
- b) The Hirer will be responsible for, and pay the cost of, any additional cleaning required because the Centre being left in an untidy or unclean condition. Breaches may result in the cancellation of the Ongoing Use Agreement.
- c) The Hirer must clean all areas and equipment used including, but not limited to,
 - Removing any decorations, equipment and other items brought into the Centre.
 - Cleaning stove tops and ovens if used.
 - Wiping down of the tables & chairs before putting them away
 - Placing excess rubbish in bins located outside at the backyard entrance of the Centre.
 - Sweeping hardwood & laminate flooring.
 - Only using a damp warm cloth or warm damp mop on hardwood floors for spot cleaning. No excessive water or boiling water is to be used on any floors in the Centre.

8. BANNED ITEMS AND ACTIVITIES

- a) Confetti, untethered helium balloons and similar items must not be used by Hirer within the Centre.
- b) Masking tape and sticky tape are not permitted to be used to attach signage or other items to the wall.
- c) No bolts, nails, or screws are to be driven into any part of the Centre, nor shall any placards or other articles be affixed.
- d) Naked flames or items causing smoke cannot be used by the Hirer or the Hirer's participants & affiliates in the Centre.
- e) Unnecessary discharge of fire extinguisher/s is not permitted.
- f) Flammable liquids and gas cylinders are not permitted inside the Centre.
- g) Smoking is not permitted in the venue and **within 10 metres of the buildings**, doors or fenced off gardens.
- h) Gambling is not permitted in the Centre and Hire cannot be linked to any gambling activity.
- i) Staff may, at their discretion, instruct the Hirer that an item is not to be used based on the potential damage or mess it may cause.
- j) No copyrighted dramatic or musical workshop shall be performed or sung without the license of the owner of the copyright and all such licenses shall be produced to the Centre before the commencement of hire.
- k) No part of the Centre shall be used for the sale of goods or real estate property by auction or otherwise.
- l) The Hirer must not sub-let the facility or any part thereof.

9. DAMAGES

Any damage in, or to the Centre and/or its furnishings, and equipment is the responsibility of the Hirer. The cost of repairs shall be charged to the Hirer. Any damage or repairs to the

Centre and its furnishings or equipment could also lead to the cancellation of the Ongoing Use Agreement.

10. INDEMNITY

- a) The Committee of Governance and/or owner of the Centre shall not in any way be held responsible for any loss or damage to any **property** arising out of the hiring.
- b) The NPCC and/or Committee of Governance is not responsible for any loss, damage or injury which may be incurred by any **person or persons** in the Centre during the hiring, arising from any cause whatsoever.
- c) The NPCC and/or Committee of Governance will not be responsible for any loss due to breakdown of machinery, failure of supply of power, leakage of water, fire, government restrictions or environmental/natural occurrences which may arise out of the hire, or which may be made by any person patronising the Centre during the hiring in respect of such loss, damage, or injury.
- d) The Hirer agrees to indemnify the NPCC and/or Committee of Governance and keep the NPCC indemnified against any liability, action, claim, loss, or damage for breach of copyright in connection with the Hire.

11. STORAGE

- a) The Hirer may apply to have items stored at the Centre via the Ongoing Use – Storage Application form.
- b) As per clause 10a the NPCC shall not be held responsible for loss or damage to items stored at the Centre.
- c) The NPCC reserves the right to limit or revoke Hirer storage at any time.
- d) Reasonable attempts must be made to reduce storage by limiting the number of items stored at the Centre. The Hirer must annually clean out and throw away unused items held in NPCC storage.
- e) The NPCC may require the Hirer to pay a storage fee at any time.

12. ADVERTISING

Signs, banners, notices, and other promotional material must not be displayed by or on behalf of the Hirer inside or outside the Centre without the prior approval of Staff.

13. CENTRE EQUIPMENT

- a) The Hirer must indicate the equipment required on the Ongoing Use Agreement. Items not indicated will not be available to the Hirer for use.
- b) The NPCC reserves the right to revoke use of equipment at anytime.
- c) **Photocopier** - If you would like to access the copier, the Hirer may complete an application form provided by staff. It is at staff discretion to approve or deny access. You may be charged a fee or have your access cancelled due to excess copying and printing.
- d) **Tables & Chairs** – If used must be returned to their original position. Hirer may be charged a fee if staff are required to put them away.

14. CANCELLATIONS

- a) The Ongoing Use Agreement may be cancelled by the Hirer subject to approval of NPCC and provided the Hirer has supplied written notice of the Hirer's intention to cancel **7 days in advance**.
- b) The Hirer must provide **48 hours' notice** in writing to the NPCC in regards of their intent to cancel an individual booking. Failure to provide notice of cancellation will result in the Hirer being charged for related booking.
- c) The NPCC reserves right to cancel a booking without notice, in the event of power failure, equipment failure, industrial dispute, or any other cause, reason or event.

15. CHANGE OF TERMS

We may change, amend, add to, or delete any condition of this Agreement, including, but not limited to, the amount of any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires your approval, your continued use of the Centre on or after the date you receive the notice means that you accept and agree to the change.

16. OCCUPATIONAL HEALTH & SAFETY

- a) It is the responsibility of the Hirer to have a mobile phone at the Centre during the hire period in case of any emergency.
- b) Any incidents or hazards at the venue must be reported to the NPCC **as soon as possible**. Incidents include where the Hirer damages part of the NPCC or its equipment or furnishings, or they recognise damage not caused by the Hirer, or medical incidents requiring first aid, or any unlawful behaviour.
- c) It is the responsibility of the Hirer to familiarise themselves with the evacuation plan and emergency contact phone numbers displayed at the venue.
- d) Hirers and all contractors and employees of the hirer must adhere to all Occupational Health and Safety requirements including, but not limited to, those relating to exposure to noise, working at heights, manual handling, and safe operation of equipment.
- e) No equipment, including ladders, tables, and chairs, etc shall be used by Hirers to work at any height.
- f) Stairways, passageways and exit doors are to always remain **free from obstruction**. Fire extinguishers are not to be relocated or obscured.
- g) It is the responsibility of the Hirer to ensure that they meet all requirements for Victorian Child Safe Standards.

17. PUBLIC LIABILITY INSURANCE

The Hirer must hold a current Public Liability Insurance policy with a minimum of \$10 million cover. A copy of the Hirer's current Public Liability Insurance policy **must be provided** to the NPCC prior to the commencement of hire. If the Hirer does not have a current policy, they will be required to obtain their own Public Liability Insurance, and if required Professional Indemnity Insurance or their application for hire will be denied.

18. COVID-19 REQUIREMENTS

- a) The Hirer is responsible for enforcing all Victorian Government imposed restrictions and reporting requirements.
- b) The Hirer will nominate a **COVID-19 Safety Officer and COVID-19 Check In Marshal** that will ensure their participants & affiliates are following NPCC requirements until deemed necessary.
- c) COVID-19 Safety Officer/s central point of contact for all matters related to COVID-19 during the Hirers booking.
- d) Hirers must keep their own record of participant attendance.
- e) COVID-19 Check in Marshal/s will ensure that each participant and affiliate checks into the Centre via the Victorian Government **QR code and sighting green tick**.
- f) COVID-19 Check in Marshal/s will sight & record participant and affiliates **proof of vaccination** status in the form of a Digital or printed certificate of COVID-19 vaccination. Anyone who enters the Centre must be fully vaccinated against COVID-19 as per Victorian Government restrictions.
- g) COVID-19 Safety Officer/s will encourage each participant and affiliate to social distance and follow correct hand hygiene where possible. They will also ensure that capacity & density limits are being followed.

ONGOING USE – CONDITIONS OF HIRE

- h) COVID-19 Safety Officer/s will enforce any current Victorian Government mask mandates.
- i) At the end of each booking the COVID-19 Safety Officer will complete sessional checklist tasks and **return completed checklist** to the office.