



VIETNAMESE COMMUNITY IN AUSTRALIA / SA CHAPTER INC

CỘNG ĐỒNG NGƯỜI VIỆT TỰ DO ÚC CHÂU TIỂU BANG NAM ÚC

62 Athol Street, Athol Park SA 5012 | PO Box: 180 Kilkenny SA 5009 | Web: www.sa.vnca.org.au

Telephone: 08 8447 8821 | Facsimile: 08 8447 5527



Conditions of Hire

1. Application

- a. Applications for use of the Community Hall are made by completing the Facility Hire Agreement supplied.
- b. Charges for use of the Facility must be paid at the time of application or in the case of ongoing use, by arrangement with the Booking Officer.
- c. A signed Facility Hire Agreement is conclusive evidence that the Hirer accepts these conditions of hire.
- d. The right to accept or refuse the application is at the discretion of the Booking Officer.
- e. If this application is rejected, all monies paid will be refunded immediately.

2. Cancellation

- a. The Hirer may cancel its booking by written notice to the Booking Officer at any time before the hire date.
 - Full deposit will be refunded if cancellation is given 4 weeks before the reserved date.
 - \$50 will be deducted from the deposit if cancellation is given within 3 weeks before the reserved date.
 - \$100 will be deducted from the deposit if cancellation is given within 2 weeks before the reserved date.
 - \$150 will be deducted from the deposit if cancellation is given within 1 week before the reserved date.
 - No deposit will be refunded if cancellation is given less than a week before the reserved date.
- b. The Booking Officer may cancel the booking by written notice to the Hirer at any time before the date of hire if the Booking Officer becomes aware that any event, good or service proposed to be held or provided by the Hirer is objectionable, dangerous, is prohibited by law or would be otherwise be detrimental to the organisation.

3. Hirer's Liability

- a. The Hirer must pay a bond of **\$500.00** upon acceptance by the Booking Officer of the Hirer's application.
- b. The Hirer must not do or allow to be done on or in relation to the Facility anything which may or does cause damage.
- c. Nothing is to be attached to the walls, floors, curtains, or any part of the buildings, nor shall signs, scenery etc. be erected without the express permission of the Booking Officer.
- d. The bond will be refunded in full provided that no damage is done to the Hall and the surrounding property is left clean and tidy.
- e. Should any damage occur, the Booking Officer's assessment shall be final.
- f. Should the Hirer lose the keys and replacement locks be necessary, liability for this cost will rest with the Hirer.

4. Condition of the Facility

- a. The organisation makes no warranty or representation to the Hirer about the condition of the Facility or its suitability for the Hirer's purpose.
- b. The Hirer acknowledged that they have inspected the Facility and warrants that its suitable for the Hirer's purpose.
- c. The condition of the Facility should be left in the same condition as the Hirer found it noting:
 - Chairs are to be stacked neatly by colour/shape
 - Chairs are to be returned to original locations
 - All rubbish is to be removed from the Facility
 - Toilets are to be cleaned and swept
 - Lights, air-conditioners, and appliances are turned off
 - All external doors are to be locked

5. Use of the Facility

General

- a. The Hirer must not breach any of these Conditions of Hire.
- b. Use of the Facility by the Hirer is always at the risk of the Hirer.
- c. The organisation will not be responsible for the acts or omissions of contractors engaged by the Hirer. It is recommended that Hirer ensures all contractors have public liability insurance.
- d. The Hirer is aware that the Facility is in a residential area and that all persons attending the Facility must refrain from any behaviour which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.

- e. The Hirer of the Facility and guests are confined to the Facility and its accompanying amenities, this does not extend to any other property owned by the organisation.
- f. Sub-letting of the Facility is not permitted.
- g. Guests are asked to park in the organisation's car park or in the street.
- h. Any cars parked on the organisation's grounds must be removed at the end of the event when the gate is locked.
- i. The organisation accepts no responsibility for private property left in the Facility.

Kitchen Facilities

- a. If Kitchen Facilities are to be used, all appliances must be left in a clean and tidy condition.
- b. The kitchen is restricted to authorised personnel only who are required to wear non-slip shoes.
- c. No food or drink may be left in the Facility and/or accompanying amenities.
- d. All rubbish must be removed from the Facility and placed in the appropriate bins.

Planned Activities/Entertainment

- a. Any planned activities or entertainment must be submitted for approval prior to the hiring period.
- b. Entertainment that is not in keeping with the values and standards of the organisation will not be permitted.
- c. The Hirer cannot access the Facility earlier than 10:00 am on the day of the function to set up the hall - this allows time for inspection of the Facility to occur and any emergency cleaning from the previous night.
- d. Noise must be contained within the requirements of the council. Music must cease at 11:00pm on Fridays and Saturdays, and 10:00pm on all other days.

Therefore, the Facility must be cleaned and vacated no later than 11:00 pm on weeknights or 12:00 am on weekend. An additional fee will be charged at \$50 for the first half an hour late and thereafter \$30 per 15 minutes late.

- e. It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for planned activities.

Alcohol

- a. Approval for the consumption of alcohol may be withheld at the discretion of the Booking Officer.
- b. Under no circumstances shall liquor be sold until approval from the Booking Officer has been obtained and the necessary liquor permit is sighted at the time of obtaining the key to the Facility and payment of the bond.
- c. Normal liquor regulations apply. Alcohol is not to be served to guests under 18 years of age.

Smoking

- a. Smoking is not permitted in the Facility.

6. Disputes

- a. In the case of any disputes arising, the decision of the organisation will be final.

7. Fees

Hall

Weekdays (Monday - Friday, 9am - 11pm)

hourly: \$50

Weekends (Saturday - Sunday, and Public Holidays)

hourly: **\$80**

Cleaning: minimum \$140 (\$44/hour extra after the first 3 hours)

Equipment

Kitchen - for cooking (no cool room): **\$220 (from 3pm)**

for food preparation only: **Free (from 3pm)**

Portable projector and Public Address system - under 4 hours: **\$165**

over 4 hours: **\$220**

Karaoke function: **\$330**

Stage Light: **\$220**

Light & Sound for Live band: **\$1,870 (please fill out the Sound Technical Form)**

Package Deal (Hall + Light & Sound + Kitchen): **\$2,750 (please fill out the Sound Technical Form)**

Remove tables and chairs: **\$140** no GST

Note:

Except where indicated, all prices are GST included.

For all queries, please call **08 8447 8821** (9am Monday to 5pm Friday) or **0414 612 983** (at other times).



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Facility Hire Agreement

1. This Agreement is made between Vietnamese Community in Australia / SA Chapter ("Organisation") and ("Hirer").
2. The Organisation agrees to allow the Hirer use of the Community Hall ("Facility") from : on / / to : on / / inclusively for (purpose).
3. The Hirer agrees to pay the Organisation the sum of \$ (bond + fees) for use of the Facility to the account below two weeks prior to the event date.
Bank name: BankSA
Account name: Vietnamese Community in Australia / SA Chapter (Community Project)
BSB: 105-146 **Account No:** 021 761 740
4. The Organisation is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of the Facility. The Hirer releases the Organisation from any claim made against the Organisation arising out of, in connection with or caused by the Hirer's use of the Facility.
5. The Hirer indemnifies the organisation from and against all claims, demands, actions, costs, and expenses arising out of, in connection with or caused by the Hirer's use of the Facility.
6. The Hirer agrees to effect Public Liability insurance for an amount of not less than \$10 million per occurrence and to provide a Certificate of Currency to the Organisation prior to commencement of the hire period. The Hirer agrees to keep the policy in force for the duration of the hire period.
7. The Hirer agrees to reimburse the Organisation for the full cost of repairing any damage caused to the Facility, its facilities and any other property owned by the Organisation.
8. The Hirer agrees to notify the Organisation of all injuries or damage arising out of the Hirer's use of the Facility within 7 days of becoming aware of the injury or damage.
9. The Hirer provides the following account details for bond's refund:
Bank name:
Account name:
BSB: **Account No:**
10. The Hirer acknowledges receipt of the Conditions for Hire of the Organisation and agrees to those conditions.

Signed for the Hirer:

Signed for the Organisation:

Name:

Name:

Address:

Title:

Phone:

Email:

Phone:

Email:

See below

admin@sa.vnca.org.au

Date: / /

Date: / /

* **Note:** If a hirer is an incorporated entity, the name of the entity only should be inserted.

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