Gungahlin Community Centre: Conditions of Hire

General

1) The Territory has agreed to provide the Hire Space, and the Hirer has agreed to the payment of the Hire Fee for the use of the Hire Space for the Hire Period in accordance with the provisions of this Agreement.

Term

2) This Agreement commences on the date the Territory confirms the Hirer's booking request has been accepted and remains subject to the Hirer's payment of the Hire Fee by the date notified in the confirmation of booking acceptance issued by the Territory.
3) This Agreement expires 14 calendar days after the end of the Hire Period, unless otherwise mutually agreed by the parties.

Condition of the Hire Space

4) The Hirer agrees to use the Hire Space on an 'as-is' basis.
5) The Territory accepts no liability for any loss, which may arise due to any faults of the appliances, lighting or other service in the Hire Space to the extent the Hirer has failed to comply with the directions provided in the Orientation Manual. Without limiting the exclusion of liability, the Territory will use its best endeavours to rectify any such faults as soon as possible following notification from the Hirer of the fault.
6) The Territory may, at times, be required to complete upgrades or maintenance works on the Gungahlin Community Centre (GCC). Where possible, the Territory will endeavour to provide adequate notice of any disruption to the Hirer.
7) The Hirer must not store anything in the Hire Space outside of the Hire Period, unless agreed by the Territory. This includes food, personal items, equipment or furniture.

Safety

8) The Hirer must ensure access paths to the designated exits are clear of blockages and exit doors are unlocked for fire safety. Travel paths throughout the Hire Space must be at least two (2) metres wide.
9) Smoking or vaping is not permitted within 15 metres of the GCC at any time.
10) The Hirer must not use any highly flammable items including gas heaters, gas lamps or fireworks in the Hire Space. The Hirer must not use smoke machines, sparklers or any other smoke producing item in the GCC under any circumstances.
11) The Hirer must ensure adequate provision of first aid is available to any attendees during the Hire Period.

Conduct

12) The Hirer must ensure their conduct, including the conduct of any attendees, is mindful of other groups and Territory staff at the GCC at all times. This includes:
    (a) behaving safely and respectfully at all times;
    (b) ensuring noise levels are not excessive and in accordance with current noise standards as determined by Access Canberra.
    (c) maintaining compliance with the Environment Protection Act 1997 (ACT); and
    (d) ceasing music by 11:00pm, with cleaning to commence thereafter to ensure the Hirer vacates the Hire Space at 11:59pm (unless the Hirer has arranged for a third-party cleaner).

Hirer Responsibilities

1) The Hirer must ensure that all persons entering the Hire Space comply with the provisions of this Agreement at all times.
2) The Hirer must ensure it complies with:
    a) all laws and regulations in connection with its use of the Hire Space at all times;
    b) directions of emergency services personnel;
    c) any applicable GCC policies and procedures as referred to in the GCC Orientation Manual or as notified to the Hirer by the Territory; and
    d) directions of Territory staff.
3) The Hirer (or its authorised delegate in the case of Hirers which are not individuals) must be at least 18 years old and must be present at the Hire Space during the Hire Period.
4) Animals, other than service animals, are not permitted inside the GCC without the prior written agreement of the Territory.

Before the Hire Period

5) The Territory will not grant the Hirer access to the Hire Space if the Hirer (or their delegate) has not attended an induction. This induction will be arranged at a mutually convenient time. Any contact numbers for building security emergencies will be provided during induction. The Territory will provide the Hirer with the Orientation Manual prior to the Hire Period. The Territory may cancel the booking if the Hirer has not attended an induction prior to the commencement of the Hire Period.
6) The Hirer must update the Territory with any changes to Hirer and delegate contact information.
7) The Hirer may be required to obtain Public Liability Insurance. The Hirer must ensure they obtain and hold current public liability insurance to the value of $20 million for the Hire Period.
8) Requests will be individually assessed, and the Territory may require a $500 bond to be paid before the hire period.
9) The Territory will require the Hirer to prepare and provide a Risk Management Plan. An example Risk Management Plan is available at Appendix C for guidance only. If the Territory requires the Hirer to provide a Risk Management Plan, the Hirer must do so with sufficient time for the Territory to review the Plan at least one week prior to the start of the Hire Period. The Territory may request changes or updates

to the Risk Management Plan following its review. If the Hirer does not agree to implement the requested changes (if any) the Territory may cancel the booking.

10) The Hirer must ensure it obtains the required approvals, licences and permits, including in relation to Catering, if applicable. These must be provided to the Territory on request.
11) Weekend bookings are required to be paid and inducted by the Wednesday before the event at the latest to allow for staffing allocations and cleaning preparations.

During the Hire Period

12) The Hirer is responsible for oversight of the Hire Space for the duration of the Hire Period, including active supervision of the conduct of any attendees.
13) The Hirer must ensure the capacity of the Hire Space (as specified in Appendix A) is not exceeded.
14) The Hirer must comply with the provisions of all Laws, including in relation to Catering, such as the Liquor Act 2010 (ACT) and Public Health Regulations made under the Public Health Act 1997 (ACT) in place at the time of hire.
15) The Hirer must ensure the following in relation to the Hire Space:
    a) alcohol is not supplied, consumed or sold unless the Hirer has obtained the relevant approvals (including for any Catering) and the Territory has accepted the Hirer's Risk Management Plan (where required by the Territory);
    b) Hirers must abide by all applicable laws; and
    c) all persons present as part of the booking must follow all emergency evacuation procedures; as notified to the Hirer in the Orientation Manual or otherwise as displayed throughout the GCC.
16) Overstay of the hire period will result in a security call out fee and additional hire fees to be paid by the hirer at the full hourly rate.
17) Ensure the centre stays secure during after hours bookings by keeping auto doors shut.

After the Hire Period

18) At the end of the Hire Period, the Hirer must:
    a) leave the Hire Space clean and tidy;
    b) place all rubbish in the bins provided;
    c) leave the fridge clean and empty;
    d) stack all chairs, fold all tables; and
    e) ensure all emergency exits are clear.

Territory Responsibilities

Termination

1) The Territory may terminate bookings at any time due to failure to comply with any of the terms and conditions stated in this Agreement. This includes the following circumstances:
    a) there are safety, occupancy, and/or security risks arising;
    b) the Hirer's failure to pay the Hire Fee by the date notified; and
    c) documentation requested by the Territory is not provided.

2) The Territory will refund the Hire Fee to the Hirer if the Territory terminates the booking.

Confirmation

3) When practicable, the Territory will confirm bookings by email or other venue booking mechanism no later than 5 Business Days before the start of the Hire Period.

Damage

4) The Hirer must compensate the Territory for all:
   a) cleaning costs if the Hire Space is returned in an unclean, untidy or unacceptable state in the view of the Territory;
   b) repair costs in the event of any damage occurring to any part of the Hire Space;
   c) damage to the structure of the building e.g. floors or walls;
   d) damage to electrical equipment;
   e) damage to tables, chairs, doors, locks or equipment;
   f) any fees or charges incurred by the Territory in relation to call out of the ACT Fire Brigade/ACT Government staff member, if any smoke detector or alarm is activated in relation to the Hirer's hire of the Hire Space;
   g) after hours or security call-out fees including but not limited to false activation of emergency door release, overstay of hire period; and
   h) lost keys or access passes.

Other fees

1) If you want to cancel or change your booking, you must email **icbrcommunitycentre@act.gov.au**. Appropriate notice needs to be given before cancellation
   a) Large events: at least 7 days' notice
      i) Small events: at least 24 hours' notice
2) A large event is one that needs more setup, such as using a big room, multiple rooms, moving furniture around, or using equipment like AV.
3) A small event is something simple, like a small meeting with little or no setup.
4) If you don't cancel or change your booking with enough notice, you may still be charged. If there are no fees payable, the Hirer may temporarily lose the ability to make future bookings.

Indemnity and Release

Risk

1) The Hirer will occupy, use and keep the Hire Space at its own risk.

Indemnity

2) By Signing this form the Hirer indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the hirer or their guests, in connection with the use of the Hire Space, except to the extent that the Territory caused the relevant loss, damage or injury.
3) The Territory accepts no responsibility for personal items or property lost, stolen or damaged in the GCC.

Release

4) To the full extent permitted by law, the Hirer hereby releases the Territory, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Hire Space other than as may be caused by the wilful or negligent act of the Territory.

Contact

The Hirer may contact the Territory via the following:

- Email: icbrcommunitycentre@act.gov.au
- Phone: 0482 131 362 Monday to Friday 9am to 6pm

Definitions

Agreement	means this agreement and includes all Schedules and attachments.
Business Day	means a day in the Territory that is not: (a) a Saturday or Sunday; (b) a public holiday for the Territory pursuant to the *Holidays Act 1958* (ACT); or (c) the 27th, 28th, 29th, 30th or 31st of December.
Catering	means the provision of refreshment and food to attendees, including the provision of alcoholic and non-alcoholic beverages.
Common Areas	means the shared areas of the GCC which are not available to be booked as Hire Spaces and are accessible to all Hirers, Territory staff and members of the public.
GCC	means the Gungahlin Community Centre and its immediate surrounds.

Hire Fee	means the payment(s) required to be paid for access to and use of the Hire Space by the Hirer for the Hire Period as determined by multiplying the applicable rate by the duration of the Hire Period.
Hire Period	means the agreed times and dates that the Hirer has access to the Hire Space for approved purposes as detailed in the booking request form, including Set Up and Pack Down (if any).
Hire Space	means the physical space or room booked by the Hirer for use during the Hire Period, subject to these conditions of hire
Law	means a) those principles of common law and equity established by decisions of courts; and (b) all legislation, statutes, rules, regulations, by laws, ordinances and subordinate legislation of the Commonwealth or the Territory; and (c) all orders, directions and the like issued under, as a result of or in relation to and of the laws in (a) and (b).
Occupancy Limit	means the maximum number of persons who may internally occupy the Hire Space at any time, as notified to the Hirer by the Territory.
Orientation Manual	means the document provided to the Hirer in relation to the Venue.
Set-up and Pack-down	means the access period agreed between the parties where the Hirer intends to use the Hire Space for a larger scale event being a maximum period of 24 hours either side of an event when the Hirer may set up any equipment in preparation for an event and then pack down and remove it.
Term	means the terms specified in clause 1.

Appendix A

Item 1 Hirer Details

Organisation/Entity/Individual name:
ABN / ACN:
Contact name:
Delegate name (if applicable):
Phone:
Alternate phone:
Email address:
Postal address (include post code):
Physical address (if different to postal):

Item 2 Hire Details

Hire type: e.g. birthday, event, etc:
Applicable rate:
Hire Period (in hours, with date range if applicable):
Hire Fee:

Approximate number of attendees:	
Entry time to Hire Space (including date if applicable):	
Exit time from the Hire Space (including date if applicable):	
Hire category (please circle): For community groups; a certificate of incorporation or not for profit registration must be provided	Community / Commercial / Private / Government
Liquor on the premise (please circle):	Sale (Permit Required) / Supply / Consumption

Item 3 Public Liability Insurance

Public liability insurer:	Community / Commercial / Private
Policy number:	
Limit of public liability insurance:	
Policy expiry date:	

Hirer Acceptance of Conditions of Hire

I, _____ have read and accept the Conditions of Hire and confirm that all information supplied is true and correct.

I acknowledge that by signing the form, I accept responsibility and liability for any loss, damage, claim, or injury arising from my use, or the use by my guests, of the facility.

Signature of Hirer: _____ **Date:** _____

Appendix B - Risk Management Plan Template

Item 1 Hirer Details

Name of Hirer:_____

Organisation (if applicable):_____

Contact Number:_____

Email Address:_____

Hire Period:_____

Item 2 Event Overview

Event Name: _____

Type of Event (e.g., concert, wedding, conference):_____

Expected Attendance: _____

Event Duration (start/end times):_____

Setup & Pack-down Schedule:_____

Item 3 Emergency Contacts

Hirer Contact:_____

Security Provider Contact:_____

First Aid Provider Contact:_____

Local Emergency Services:_____

Item 4 Sign-Off

Hirer Signature:_____

Date:_____

Attachment A – Identified Risks and Mitigation Strategies

Please complete the below risk management with relevant mitigation strategies. Please add any additional risk categories that may relate to your event. Alternatively, you may submit your own event-specific risk management plan.

Risk Category	Description	Mitigation Strategies
Noise Level	Loud music or amplified sound disturbing nearby residents or businesses	- eg monitor music volume - - -
First Aid	Injuries or medical emergencies	- - - -
Alcohol	Consumption leading to intoxication or disorderly conduct Sale or consumption of alcohol to/by minors	- - - - -
External Rigging	Use of staging, lighting, or AV equipment posing safety risks	- - - -

Damages to Property	Damage to fixtures, fittings, or equipment	- - - -
Crowd Control	Overcrowding or uncontrolled entry/exit	- - - -
Fire Safety	Fire hazards from equipment or decorations	- - - -
Electrical Safety	Hazards from power sources or equipment	- - - -
Trip Hazards	Cables, uneven surfaces, or clutter	- - - -
Food Safety	Contamination or allergic reactions	- - -

Waste Management	Overflowing bins or litter	- - - -
Insurance Coverage	Lack of coverage for accidents or damages	- - - -
Transport/Parking	Traffic congestion or insufficient parking	- - - -