

Edgeworth Memorial Neighbourhood Centre Inc

HALL HIRE AGREEMENT

This agreement is made between
EDGEWORTH MEMORIAL NEIGHBOURHOOD CENTRE INC.

AND
(Person/organisation)

Mobile: Email:

For Hall Hire on:

.....
(Day) (Date)

From:am/pm to:am/pm (Time) Number of Guests:
(At present, guests must not exceed 40)

Main Hall
Activity Room
Office
Other

No of Hours: Cost: \$.....(hire only)

Special conditions agreed to.....

Bond Paid: \$ Paid on/...../..... (refunded after function)

Key Deposit : \$ Paid on/...../..... Key No.# (refunded after return)

Total Cost: \$.....(hire and bond)

THE ABOVE NAMED PERSON / ORGANISATION AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. The parties agree that for the above payment the Hirer and all persons authorised by the hirer or acting on behalf of the hirer shall have occupancy and the use of the premises for the period and purpose described above.
2. The Hirer will be issued with a key to the premises and pay a key deposit refundable at the end of the hire period.
 - The key is only to be used for the purpose specified above.
 - The key is to be kept separate from personal keys.
 - The key is only to be used at the times specified above.
 - The key holder will accept responsibility for any damage to the premises which occurs during the time specified above.
 - The key holder will be liable for replacement or repairs to any damaged item or damage to the premises (including grounds and carpark).

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The hirer will be responsible for:

- Leaving the premises in a clean and tidy manner e.g. chairs stacked, kitchen clean, floors benches etc. wiped.
- All lights, fans, heaters equipment turned off.
- All garbage placed in bins or removed from the premises.
- All doors and windows closed and locked.
- Avoiding any noise or action which will interfere with other hirers or residents.
- Providing adequate supervision to ensure the safety of the premises and those persons involved with the hirer in its use.
- Avoiding any action which would cause damage or allow damage to occur to the premises or its contents. Should any damage occur for any reason during the hirer's occupancy or use under this agreement, the hirer shall pay Edgeworth Memorial Neighbourhood Centre the costs of such damage or loss to the premises or its contents which arise as a result of the occupancy of the premises under the terms of this agreement.

The Hirer is required to have a Public Liability Insurance Policy of a minimum of \$20,000. 000 if the premises are used by the same hirer more than ten times in one year.

This policy should indemnify Edgeworth Memorial Neighbourhood Centre Inc, its office bearers and members for any damage, injury or accident on the premises during or connected with the hirer's occupancy or use. A copy of this policy will be provided to Edgeworth Memorial Neighbourhood Centre before commencement of use of the premises and updated policies will be provided on request for the centres records (at least annually).

3. The hirer will indemnify Edgeworth Memorial Neighbourhood Centre, its office bearers and members for and against all damages, costs, claims and demands which are or may be made against Edgeworth Memorial Neighbourhood Centre by the hirer or any persons using the premises in connection with the hirer's purpose for any loss, injury or damage to persons or property brought onto the premises sustained whilst in or upon the premises/property.
4. Property owned by the hirer and brought onto the premises is the hirer's sole responsibility and is not covered by Edgeworth Memorial Neighbourhood Centre insurance.
5. Edgeworth Memorial Neighbourhood Centre will not be liable to the hirer for any loss which the hirer may incur due to the premises not being available to the hirer for any reason beyond the control of Edgeworth Memorial Neighbourhood Centre's Committee.
6. The cost of hire will be reviewed annually in relation to costs incurred by Edgeworth Memorial Neighbourhood Centre.
7. Where the Hirer has unsupervised access to children Edgeworth Memorial Neighbourhood Centre requires a copy of the hirer's Child Protection Policy.

**THE PREMISES MUST BE VACATED BETWEEN 11.30 & 12.00PM.
All hire ceases at 12.00pm.**

SPECIAL CONDITIONS

1. **Functions Hire** – in the case of function hire (weddings, birthdays etc) it is the responsibility of the Hirer to **REMOVE ALL GARBAGE** from the premises at the end of the hire period.

**The premises are NOT available for hire for 18th or 21st Birthday Parties.
Other party hire may require the hirer to engage security and provide evidence to the centre.**

2. **Term Hire** – may be arranged for Hirers operating only during school terms by arrangement with Edgeworth Memorial Neighbourhood centre.
3. **Other Conditions** – any special conditions of hire negotiated between Edgeworth Memorial Neighbourhood Centre and the Hirer may be listed on Page 1 e.g. Security, use of extra facilities.

Please also refer to and sign the attached COVID AGREEMENT FORM

All usage is at the discretion of the Board of Management of Edgeworth Memorial Neighbourhood Centre Inc.

Hire amount: Date

Signature

Signature
(Authorised representative EMNC – Dianne Hansen)



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COVID AGREEMENT ADDITIONAL TERMS & CONDITIONS - JANUARY 2022

These additional terms and conditions have been updated to the NSW Dpt of Health Roadmap to Reopening as part of Edgeworth Memorial Neighbourhood Centre Inc's risk management strategy. They are supplementary to Hall Hire Terms and Conditions and do not replace or act to remove any of the clauses agreed to by the hirer in signing current Hall Hire Agreement.

These terms and conditions apply:

- As guided by the NSW Dpt of Health for fully vaccinated adults (16+) and those with medical exemptions. Children under 16 can be unvaccinated but any adults with them must be double vaccinated. (Vaccination against COVID-19 is now recommended by the Dpt of Health for children aged 5 – 11 years).
- For all individuals or groups (henceforth referred to as 'hirers') hiring community facilities managed by Edgeworth Neighbourhood Centre.
- From recommencement of usage of community facilities by hirers following Federal and/or State and Local Government directives that community facilities may reopen.
- Current density limits for indoor areas are based on the government's 1 person per 2 square metre rule. Therefore, the Hall maximum capacity is 40 people, and the small hire room is a maximum capacity of 8 people.
- Until such time that Edgeworth Neighbourhood Centre advises in writing that the risk presented by COVID-19 is sufficiently low that these terms and conditions are no longer required.

Terms and Conditions:

1. Hirers must ensure class attendees (16+) and parents entering the building are fully vaccinated. It is the hirers responsibility to ensure vaccination certificates have been sighted. Unvaccinated or 1st dose vaccinated are not permitted to enter the building or attend under the current NSW Dpt. of Health rules.
2. Hirers must ensure QR codes are used by those entering the building during your class sessions. Masks must be worn by those 12+ when NOT exercising.
3. Hirers must ensure all attendees use hand sanitiser supplied by EMNC. Bacterial wipes, antiseptic spray and a limited number of masks are also available.
4. Dancing and singing are permitted in classes.
5. Hirers must clean and sanitise door handles, tables, chairs and any other facility equipment used after each use in addition to regular cleaning, including in common areas such as toilet facilities used throughout the booking.
6. Hirers must not leave any equipment, materials, resources belonging either to the hirer or attendees at their booking out of approved storage areas at completion of hire. All items left out will be disposed of.
7. In addition to the QR code login, Hirers must enter details in the Neighbourhood Centre Attendance Register each time. Hirers are to record the date, their class / company name and the total number of class attendees (individual names are not required).

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8. Hirers will, where possible, leave external doors open during their booking to assist with extra ventilation and minimize air conditioner use.
9. Hirers will notify NSW Health and Edgeworth Neighbourhood Centre immediately if any person who has attended the facility due to their booking tests positive for COVID-19.
10. Hirers will under all circumstances adhere to government regulations and directives relating to:
 - Social distancing
 - Maximum numbers of people permissible in the hired space
 - Permissible maximum participants for specific activities (ie social gatherings, religious services, fitness activities).Hirers are responsible for their clients meeting these conditions.
11. Hirers must not access or utilise kitchen facilities without prior approval.
12. Hirers must not remove any signage displayed at the facility by Edgeworth Neighbourhood Centre such as signage relating to social distancing, hand washing, maximum numbers of attendees or permissible activities.
13. Hirers will immediately cease all activity at the community facility, regardless of whether they hold previously approved future bookings, if Edgeworth Neighbourhood Centre advises any further closures of the centre due either to government directive or exposure/suspected exposure to COVID-19. If closure should occur hirers will not be permitted to access the facility under any circumstance including accessing authorised equipment stored at the facility.

Breach of Terms

- Any breach of the above terms entitles Edgeworth Neighbourhood Centre to terminate the agreement and to require the immediate vacating of the Facility.
- Edgeworth Neighbourhood Centre shall be entitled to apply the whole or any part of the bond to remedy any breach of this agreement and demand from The Hirer any balance owing to it on behalf of Edgeworth Neighbourhood Centre, if the bond is insufficient to meet the cost of remedy.
- Edgeworth Neighbourhood Centre shall be entitled to recover from The Hirer the cost of remedying or rectifying any breach of the agreement including legal and court costs of such recovery.
- The Hirer shall forfeit their rights to booking of space in the community facilities managed by Edgeworth Neighbourhood Centre.

I agree that I have read the COVID-19 Additional Hiring Terms and Conditions and agree to abide by them.

Signed on behalf of:-

Name: Organisation:.....

Signature Date: