

Hirer Agreement

PARTIES:

Wingate Avenue Community Centre (the **Centre**), ABN: 33 042 739 925 of 13a Wingate Avenue, Ascot Vale, Victoria, 3032

AND

Name: _____ ABN: _____
(the **User**)

Address: _____

Email: _____

Contact Person: _____ Phone Number: _____

THE PARTIES AGREE

- A. The Centre is the leaseholder of the property at 13a Wingate Avenue and rear 14 Dunlop Avenue, Ascot Vale, including the hired area described in **Annexure A**, and if applicable, marked with hatching on the attached plan being **Annexure A**.
- B. The Centre has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the hired area in accordance with this hirer agreement ('agreement') which includes the attached **Conditions of Use**.
- C. The User agrees to use and occupy the hired areas on the terms and conditions of this agreement for the permitted use of: _____ (specify User's purpose e.g. dance class, craft group).

1. TERMS OF AGREEMENT

1.1 Commencement Date and End Date

This agreement will continue for the term, commencing on **(date)** _____ and ending on **(date)** _____, subject to any earlier termination or extension granted in accordance with this agreement. (**Note, the initial term to be no longer than 12 months**).

1.2 Hired Area to be Used

The Centre allows the User to use and access the hired area hatched on the attached sketch plan being **Annexure A** (if applicable) and any specified furniture, fittings and equipment as follows:

- ☐ Chairs, tables, toilet facilities
- ☐ Kitchen facilities
- ☐ Other areas or facilities/items:

1.3 Scheduled Hours

Unless otherwise agreed between the parties, the hired area will be used only on the following day/s and time/s (*please complete eg Monday 4pm-5pm*):

- ☐ Day/s: _____
- ☐ Time/s: _____
- ☐ Including public holidays
- ☐ Excluding public holidays

1.4 Hire Fee

The hire fee payable by the User will be calculated as follows:

- ☐ Usage fee of \$
- ☐ Cleaning Surcharge (if any) \$
- ☐ Usage fee is inclusive of GST
- ☐ **Total \$**

1.5 Frequency of Use

- ☐ One-off User (*go to clause 1.7*)
- ☐ Regular User (*go to clause 1.6*)

1.6 Termination

- a. Either party may give written notice of the termination of this agreement for any reason, provided that 1 months' notice is given.
- b. The Centre may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.

1.7 Payment of Hire Fee

- a. One off User – hire fee shall be paid at any time prior to occupation.
- b. Regular User – hire fee shall be paid on (*advise when fee will be paid eg 1st of the month, every quarter etc*).
- c. Payment may be made:
 - i. By **cheque** made payable to Wingate Avenue Community Centre;
 - ii. By **direct bank deposit** or electronic funds transfer to:
Wingate Avenue Community Centre
BSB: **063-102**
Account Number: **901436**
Reference: **HALL HIRE**;
 - iii. By credit or **debit card made** at the Centre or over the phone.

1.8 Payment of Security Deposit

A security deposit of \$110 shall be paid prior to the User's occupation of the hired area as security against any damage or cost incurred as a result of the User's occupation. If there is no breach of conditions, damage or extra cleaning costs, the security bond shall be returned in full to the User as follows:

- ☐ Account Name:
- ☐ BSB:
- ☐ Account Number:

SIGNED by WINGATE AVENUE COMMUNITY CENTRE)

by its authorised representative:) Signature:

Name:

Position:

SIGNED by the USER by its authorised)

representative:) Signature:

Name:

Position:

Conditions of Use

The parties agree that for payment of the hire fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the hired area for the User's permitted use, for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1. The following expressions will have the following meanings:

The **Centre** means Wingate Avenue Community Centre having the control of the hired area and includes committee and employees.

The User means the person, group or organisation using the hired area, together with the representatives, office bearers and employees of the user.

The hired area means that part of the Centre used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Centre and specified in clause 1.2 of this agreement.

2. At all times during the term, the User must:

- a. Pay the hire fee prior to the hire date, without demand.
- b. Only use the hired area for the permitted use.
- c. Comply with all laws affecting or relating to the User's use and occupation of the hired area, including but not limited to the following:
 - i. Complying (at the User's own cost) with any Act, Regulation or Direction made in accordance with emergency powers arising from a state of emergency as to cleaning or public-health related requirements which may be in force during the term of this Hire Agreement; and
 - ii. Its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations.
- d. Obtain and keep current all licences (including copyright licences), authorisations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the hired area.
- e. Comply with all rules or directions of the Centre's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence which may be annexed to this agreement as **Annexure A**.
- f. Provide a safe environment to its guests, patrons and employees.
- g. Keep the hired area in a clean and tidy condition.
- h. Avoid any noise or action which will interfere with the Centre's activities or neighbours.
- i. Avoid any action which is contrary to the Centre's mission, reputation or activities in the community.
- j. Avoid any action which would cause damage or allow damage to the hired area or other Centre property or which may invalidate or increase the premium of any Centre insurance policy. Should any damage occur for any reason during the User's occupancy or use under this hire agreement, the User shall notify the Centre as soon as practicable and pay on demand the reasonable costs of such damage or loss.
- k. Not permit the smoking of any substance, or the consumption of drugs within the hired area or on Centre property. No serving or consumption of alcohol in the hired area is permitted.
- l. Not to make any alterations or additions to the hired area.

- m. Leave the hired area securely closed and locked with all lights, heaters and other appliances turned off or as otherwise directed by the Centre.
- 3. The User must have a Public Liability Policy of at least \$10,000,000. This Policy should be unlimited in the aggregate and note the interest of Wingate Avenue Community Centre. The User may apply for Hirer's Public Liability Insurance with the Centre if the hired area. Please contact General Manager to apply.
- 4. The User will indemnify and hold harmless the Centre against all costs, liability, loss or damage caused to the Centre as a result of:
 - a. Damage or injury to any property or person caused by the User, its employees, agents or invitees.
 - b. A breach by the User of its obligations under this agreement.
 - c. Any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the hired area; or
 - d. Any legal requirement to carry out cleaning and sanitisation of the hired area following the User's use of the hired area.
- 5. Property owned by the User and its invitees and brought into the hired area is at the User's sole risk. The Centre will not be responsible or liable to the User for any loss or damage to such property occurring during or in connection with the User's use of the hired area.
- 6. The Centre shall not be liable to the User for any loss or damage which the User may incur due to the hired area not being available to the User for any reason beyond the control of the Centre.
- 7. The right of the User to use the hired area will not grant the User permission to use equipment in the hired area or to store the User's items in the hired area except as specified in this agreement and then only in accordance with any directions given by the Centre.
- 8. The User warrants and undertakes to the Centre that no use of the hired area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
- 9. The User acknowledges that this agreement shall not be capable of assignment, transfer, subletting or granting of any interest to any other person by the User and the rights conferred by this hire agreement are personal to the User only.
- 10. The User acknowledges that it has satisfied itself as to the state and condition of the hired area and the items used in the construction of the hired area, and the User covenants with the Centre so it will not require the Centre to carry out any works or repairs or comply with any legal requirement to carry out cleaning or sanitisation with respect to the hired area to make it fit for the intended use by the User.
- 11. The User agrees that this agreement does not give rise to a leasehold interest in the hired area, only a short-term right of non-exclusive use in accordance with the terms of this agreement.
- 12. The Centre will take all reasonable steps to ensure that the User has quiet enjoyment of the premises.
- 13. The User's use and occupation of the hired area under this agreement is granted subject to the Centre's right to use that area, where required, for the purpose of Centre services, activities and events or other unforeseen or important Centre activity, on the condition that a minimum of 3 days' notice is given by the Centre.

14. If a dispute arises regarding any matter under this agreement, the parties' representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation using their best endeavours and acting in a spirit of co-operation.
15. Terms 1.1 to 1.5 and 1.7 to 1.8 in this agreement may be reviewed at any stage, at the request of either party, and may be amended with the consent, in writing, of both parties.
16. A Party may execute this agreement by signing any counterpart and all counterparts constitute one document taken together.

The User acknowledges that they have received, read and understood the attached **Conditions of Use**.

User Signature:

ANNEXURE A – Premises + Evacuation Maps



