

KERRIE RD NEIGHBOURHOOD HOUSE 36 Kincumber Drive Glen Waverley 3150 39887 6226 | info@knh.org.au | knh.org.au

KNH INC | ABN 15192371415 | Reg No. A0015592L

# **ROOM HIRE AGREEMENT**

Organisation/Name:   ABN:   ABN:   Main Contact:   Position:   Address:   Contact number:   Email:   Purpose of Hire:   Number of people attending:   Is your organisation a registered not-for-profit with DGR status? YES NO   Contact Details for Invoicing   Name/Title:   Organisation:   Postal address:
ABN:   Main Contact:   Position:   Address:   Contact number:   Email:   Purpose of Hire:   Number of people attending:   Is your organisation a registered not-for-profit with DGR status? YES NO   Contact Details for Invoicing   Name/Title:   Organisation:
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Contact Details for Invoicing         Name/Title:         Organisation:
Name/Title: Organisation:
Organisation:
Organisation:
Contact number:
Email:
Public Liability Insurance

Do you have public liability insurance of at least \$10 million dollars? YES NO If you ticked yes, you must provide a copy of your Insurance Certificate. It must cover the full period of room hire.

If NO there is an additional charge of \$18 per day



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**Booking Details** 

### **2025 ROOM HIRE RATES**

<b>Room</b> Trudy Shepheard Front Room Boyanna	<b>Not-for-Profit Rate</b> \$30.00/hour \$20.00/hour \$25.00/hour		<b>Comme</b> \$40.00/ \$30.00/ \$35.00/	'hr 'hr	te		
Room/s required:	Trudy Shepheard (TS)	Front Room (FR)			R)	Boyanna (B)	
Hire Dates:	Start date:		End Dat	te:			
Day & time:	Day/s	Start Tir	ne	End Tin	ne	Room	Total hours
Will your booking run through the school holidays? Will your booking run on public holidays/long weekends?			n	YES	NO		
Will your booking run o	n public holidays/long w	eekends	ť	YES	NO		

Any additional information:

**\*Please note:** Room hire is only available during the following times & is subject to availability

Monday-Friday 8.15am - 10pm Saturday 8.00am - 5pm

Sunday 9.00am - 5pm (playground cannot be used & no amplified music 9-11am)



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#### PAYMENT

All Room Hirers are required to <u>pay rental charges in advance</u>. New Hirer's may be required to pay a \$50 Key deposit, refundable at completion of the hire agreement. Ongoing rentals are invoiced on a term-by-term basis.

Invoices will be emailed to the nominated contact & must be paid prior to next term's commencement.

## **CHANGES TO BOOKINGS**

All changes to bookings must have prior approval of the Manager. We do not provide credits or refunds should you not attend a booked session.

### Signed Agreement

I agree with the fees and payment conditions as stated above. I have read & agree to abide by the attached Terms & Conditions (pages 4-7)	YES YES	NO NO
Name:		
Signed:		
Dated:		
Position in Organisation (if applicable):		

#### Office Use Only

Certificate of Currency or Copy of Public Liability Insurance provided YES NO Where appropriate Copy of Professional Indemnity Insurance Cover has been provided.

Application for Hire of KNH premises and/or facilities has been approved.

Manager KNH Inc:

Date:



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# KERRIE NEIGHBOURHOOD HOUSE INC.

# **TERMS AND CONDITIONS OF HIRE**

## Applicants must read, agree and sign to abide by the following Terms and Conditions.

In accordance with Monash Council regulations **SMOKING, ALCOHOL AND RESTRICTED AND/OR ILLEGAL SUBSTANCES ARE NOT PERMITTED** within 10 meters of the entrance of KRNH. The Hirer is responsible for ensuring their group/participants are aware of this policy.

#### Introduction

The premises of Kerrie Rd Neighbourhood House (KNH) are intended primarily to accommodate the programs and services of the organisation. However, the premises are also available for use by groups or individuals provided that the activities of such groups or individuals wishing to hire are consistent with KNH's Statement of Purpose.

All requests for use of KNH premises and/or facilities will be assessed on an individual basis with due consideration given to consistency with our Mission and Statement of Purpose.

The Manager of KNH Inc. is the nominated representative of the Committee of Governance for the purposes of these Terms and Conditions.

Approval to hire KNH premises and/or facilities does not mean the organisation in any way supports or will promote the activity/function covered by the hiring agreement.

#### Applications

- 1. The request for hire of premises and/or facilities must be made, in full, on the Application Form accompanying these Terms and Conditions. Approval for hire of the premises will only be granted where a room/s and/or facilities are available.
- 2. For ongoing hire of KNH premises and/or facilities the application form must be renewed annually in November/December for the following year.
- 3. The Committee of Governance or its nominated representative has sole discretion to approve the hire of the KNH Centre premises and/or facilities.

#### **Rental Payments & conditions**

- 4. All Room Hirers are required to pay rental charges in advance.
- 5. New Hirer's may be required to pay a \$50 Key deposit, refundable at completion of hire agreement.
- 6. Ongoing rentals are invoiced on a term-by-term basis. Invoices are emailed to the nominated contact in the last week of term & <u>must be paid prior to the next term's commencement</u>.
- 7. Rental Fees are subject to change and are reviewed annually by the Manager. Hirers will be given 1 month's notice of any changes to rental fees.

## **Changes to Bookings**

- 8. All requests for changes to bookings must have the prior approval of the Manager:
  - one-off changes will be subject to availability.
  - for a permanent change, a new Application for Hire is required.

#### **Cancellation of Booking**

- 9. The Hire Agreement will be terminated immediately if the Hirer fails to comply with these Terms and Conditions. A refund **may be** available for the unused portion of the hire period.
- 10. The Hire Agreement may be cancelled by Kerrie Rd Neighbourhood House if another community group wish to rent the premises on a more regular basis. In these circumstances, notice of not less than 1 week will be provided to the Hirer.
- 11. Cancellations by the Hirer:
  - Up to one week prior to the booking: the hire charge will be refunded minus an administration fee of 10%.
  - Less than one weeks' notice: an administration fee of 25% will be charged.

#### Damage

- 12. The floors, walls, curtains, shelves or any other part of the building, or any fittings, or furniture shall not be broken, or in any other way damaged.
- 13. No notice, sign, advertisement, poster or fittings of any kind shall be erected in the building or attached to or added to the walls, doors or any other portion of the buildings, fittings, or furniture without prior consent of the Manager.
- 14. If any damage occurs to the building, its contents, the surrounding House fixtures or grounds, the Committee of Governance assessment of the damage will be taken as final, without right of appeal, and such amount will, upon request, be immediately payable by the hirer.
- 15. Misuse of the premises and/or facilities in any way is sufficient cause to terminate this agreement forthwith.

## Insurance

- 16. It is the responsibility of the hirer to obtain Public Liability Insurance cover of a sum not less than \$10 million Dollars and where appropriate, a Professional Indemnity Insurance cover of not less than Five million Dollars for the duration of the activity/function for which the premises and/or facilities are hired.
- 17. A current copy of your public liability insurance policy or Certificate of Currency is to be provided when submitting your Application for Hire of the premises. The policy must cover the full period of the hiring.
- 18. Long-term Hirers are required as a condition of hire to provide this information annually when signing the Hire Agreement.

#### Claims

19. The hirer shall be solely responsible for any accident, loss, damage or injury sustained by or resulting from the actions of, any person or persons attending the hirer's activity/function using any part of the KNH premises, facilities or grounds during the currency of the hiring notwithstanding that such injury may arise from or by reason of any defect in the furniture, fittings, accessories of any kind, or building or otherwise, including any negligence or negligent act of or by the Centre Manager, Committee of Management, Staff or Volunteers or The City of Monash or any Officer or agent of any such party. The hirer agrees to indemnify the Committee of Management, its employees, volunteers, the Manager and any person acting

on behalf of the Kerrie Neighbourhood House Inc, against all claims and demands made or costs or expenses incurred in connection therewith.

- 20. The hirer shall obtain appropriate insurance cover for all workers both paid and voluntary engaged for the duration of the function for which the KNH is hired.
- 21. The hirer shall be solely responsible for any claim by any person of excessive noise, loud music, disturbance or nuisance by people attending the function for which the KNH is hired.

# Security

- 22. The hirer shall:
  - Pay a **\$50 refundable Key deposit** if applicable.
  - Report lost key(s) immediately to the KNH office staff and submit a signed Statutory Declaration in respect of the loss.
  - Immediately pay for replacement cost of keys and/or possible replacement of locks
  - be solely responsible for the security of the rooms and/or facilities and equipment ensuring that all windows and doors are locked, and that lights and appropriate appliances are turned off on leaving the premises.
  - Ensure the security system is de-armed when entering and armed when leaving.
- 23. All keys to be returned to the KNH office on the next working day following the function/activity or on the next working day after the end of the hiring period.
- 24. Long-term hirers will be responsible for the security of their key/s during the term of the Hire Agreement.

# Limit of Hiring

- 25. It is the responsibility of the person signing as an individual or the authorised representative of the group to remain on the premises throughout the period for which it is reserved, to ensure the safety and security of attendees and the facility and to further ensure that all provisions of the hiring are followed. If due to unforeseen circumstances the above designated person is unable to be present a representative may be appointed with the prior approval of the Manager. The representative will assume full responsibility under the hire agreement.
- 26. The hirer shall be entitled only to the use of and access to the part or parts of the KNH hired and shall, with the exception of the kitchen and toilet area, ensure that no access is allowed to other sections by their agents or guests.
- 27. No access to the office is permitted under any circumstances whatsoever.
- 28. Unless otherwise agreed, all property of the hirer shall be removed at the conclusion of each session/function. This includes any foodstuffs and bottles, whether belonging to the hirer, course participant and/or guests. No responsibility will be taken by KNH Inc., its employees, volunteers, or the Committee of Management, for any property left on KNH premises.
- 29. The hirer shall be held responsible for any damage occasioned through breach of these requirements by any person attending their activity/function. Such damage shall be reported to Monash Council for further action.
- 30. The hirer is solely responsible for:
  - Setting up rooms and returning all furniture and equipment as found.
  - Ensuring that all items used are cleaned.
  - Ensuring the kitchen and toilets are left in a clean state.
  - Ensuring that the floors are vacuumed and if necessary washed.

- Ensuring the group/ participants are aware of the Smoke Free, No Alcohol and No Restricted and/or Illegal Substances Policy.
- 31. Any children accompanying hirers must be confined to the hired area and supervised at all times.

## Nature of Usage

32. No departure from the statement submitted with the Application Form is permitted unless advised in writing in advance of the course/function to the Manager and approval is granted.

## Sub-Letting

33. Sub-letting is not permitted under any circumstance.

## Approval, Supervision and Authority

- 34. The hirer shall comply with any reasonable instruction given by the Manager, office staff or a member of the Committee of Governance in respect of supervision of any function or activity.
- 35. Prior approval must be sought from the Manager or Office staff.
  - To vary the arrangement of equipment and furnishings.
  - To operate electrical appliances other than those provided at the premises.
  - To place decorations on the premises.
  - If cooking is to be carried out.
  - If open flames or candles are to be used.
  - For access to the allocated area outside of the agreed time.

## **Free Access**

36. Members of the Committee of Governance or the Manager & staff are entitled at all times to access any and every part of the building/s or grounds hired.

## Disputes

37. In the event of any disputes or differences arising out of the hiring or the interpretation of these conditions, or of any matter contained herein, the Manager or a representative of the Committee of Governance has absolute authority to deal with any dispute arising from the use of KNH premises and/or facilities and the decision shall be final.