

Venue Hire Agreement

Booking Taken By (Name):				
Venue Required:	<input type="checkbox"/> Conference Centre <input type="checkbox"/> IX ways Centre			
Name of Individual/Organization:				
Applicant's Name:				
Address:				
Phone:	Email:			
Driver's License photo ID				
Reason for Hire:				
Anticipated Numbers Attending:				
Date/s Required:	From	To	Start	End

HIRE CHECK LIST –KITCHEN FACILITIES (SIGHTED & COPIED)

FOOD REGISTRATION CERTIFICATE.....Y/N

FOOD SUPERVISERS CERTIFICATER.....Y/N

LIQUOR LICENSE.....Y/N

RESPONSIBLE SERVING OF ALCOHOL.....Y/N

PRODUCTS/PUBLIC LIABILITY INSURANCE CERTIFICATE.....Y/N

KITCHEN HAND-LEVEL 1 FOOD HANDELING CERTIFICATE (NOT ESSENTIAL)...Y/N

Venue Hire Agreement BOOKING No.....

Hire Events Fees Due	Conference Centre Celebratory		IXways	
	\$800	\$1000	\$700	\$1000
	Hire	Bond	Hire	Bond
	Conference Centre Funerals/Memorials/ Fundraising		IXways Funerals/Memorial/ Fundraising	
Dry Hire Events Fees Due <small>(STRICTLY NO ACCESS TO KITCHEN FACILITIES AND KITCHEN AREA – refer to condition 1)</small>	Conference Centre		IXways	
	\$450	\$1000	\$350	\$1000
	Hire	Bond	Hire	Bond

All prices inclusive of gst.

Hire Charge Due:		Reason for Discount <input type="checkbox"/> Oakleigh Grammar Parent 10% Discount <input type="checkbox"/> Community Member 25% Discount <input type="checkbox"/> Honorary Life Member 25% Discount
Bond:		
Total Due:		

Office Use Only

	Receipt No:	Date:
Deposit:		
Balance Due:		
Bond Returned:		

Terms and Condition for Venue Hire

1. VENUE HIRE/CHARGES

All costs are subject to change. If there is a change in costs the Hirer will be notified of the change as early as possible (unless payment in full is made).

Venue Hire charges consist of a deposit of \$200 that is non-refundable.

Dry Hire means strictly **NO ACCESS TO KITCHEN AREA INCLUDING USE OF SINKS, WARMING FACILITIES AND COOL ROOMS.**

A tax invoice signed on behalf of Oakleigh Grammar stating an amount owed under the Venue Hire Agreement (Agreement) shall be conclusive evidence that the amount stated is the amount due by the Hirer under the Agreement at the date of the tax invoice.

The employment of any outside decoration companies must be discussed and agreed upon by Oakleigh Grammar prior to their employment by the Hirer. The Hirer must ensure that all external contractors hired (caterers) have all necessary licenses and approvals to undertake the relevant activity.

2. BOND

Oakleigh Grammar requires a Bond to be paid by the Hirer in advance. The date of payment will be negotiated at the time of booking. Management will not confirm the proposed Period(s) of Hire until agreement is agreed on the Bond payment details. If the Bond is not paid by the agreed date Management reserves the right to cancel the booking and it will be deemed a cancellation by the Hirer under clause 4(i) of this Agreement.

Any bond paid to Oakleigh Grammar will be refunded to the Hirer within 5 working days after the function date once the Community has had the opportunity to inspect its property and is satisfied that no damage, loss, theft or destruction (clause 13) to the Community property has occurred.

If any damage, loss, theft or destruction (clause 13) is identified by Oakleigh Grammar, the Bond will be held until the matter is finalised in accordance with this agreement.

If Oakleigh Grammar is required to use the bond it will notify the Hirer of an estimate of damage within 10 business days of the Event. If the quotation for damage exceeds 10 business days Oakleigh Grammar will advise the Hirer of an estimated date.

If the cost of the damage exceeds the security bond held, the Hirer will pay the balance within 10 working days of a request in writing by Oakleigh Grammar.

A credit card imprint is required as security should any damages, loss, theft or destruction value be greater than the bond value. This Agreement gives Oakleigh Grammar authorization to deduct any money owed as a result of any damage, loss, theft or destruction (clause 13) from the Hirer's credit card.

A tax invoice will be supplied detailing any damage, loss, theft or destruction.

In the event the Community elects for the Hirer not to pay a bond, as a token of goodwill, the Hirer acknowledges that the same conditions apply as per Clause 2 and 13. The Hirer will reimburse the

Community any and all monies applied by the Community towards repairs including additional cleaning within 10 working days of the date of the Community providing the Hirer with a copy of the tax invoice.

The Hirer acknowledges that by not paying a bond any and all monies due are to be paid in full within 10 working days. A credit card imprint may be required as security.

3. REFUSAL

The Community reserves the right to refuse any application to hire any part of the Venue without stating any reason for the refusal.

4. CANCELLATION OR VARIATION BY HIRER

- (i) If payment for the bond is not received within 5 working days, the booking will be deemed cancelled.
- (ii) The Hirer may cancel the booking by giving written notice of the cancellation to Oakleigh Grammar's Events and Bookings Manager or equivalent representative.
- (iii) If the Hirer cancels by:
 - i. Giving more than 90 days' notice of a cancellation, 100% of the Deposit will be refunded to the Hirer.
 - ii. Giving 60 – 89 days' notice of a cancellation, 25% of the Deposit will be retained by Oakleigh Grammar. The balance of the Deposit will be refunded to the Hirer.
 - iii. Giving 30 -59 days' notice of a cancellation, 50% of the Deposit will be retained by Oakleigh Grammar. The balance of the Deposit will be refunded to the Hirer.
 - iv. Giving the Trust less than 30 days' notice of a cancellation, the Hirer will forfeit the whole of the Deposit.
 - v. Giving Oakleigh Grammar less than 14 days' notice of a cancellation in relation to a Hiring Charge with a value up to the value of \$10,000, the Hirer will be liable to pay the full Hiring Charge within 7 days of cancellation.
 - vi. Giving Oakleigh Grammar less than 30 days' notice of a cancellation in relation to a Hiring Charge with a value greater than \$10,000, the Hirer will be liable to pay the full Hiring Charge within 7 days of cancellation.

5. APPLICATIONS FOR ROOM HIRE

All applications for hall hire must be in writing using the forms on this Agreement. The Hirer undertakes to comply with the Conditions of Use having signed this Agreement.

A booking will not be confirmed unless this Agreement is completed and signed by both parties and deposit is received.

Oakleigh Grammar may require the Hirer, to supply a full written or printed statement or program, detailing what is to be done at, on or in the Facilities during the Period of Hire.

The Hirer acknowledges that Oakleigh Grammar will provide at the Function, the following items only for dry hire:

- Tables and chairs
- Urn

The Hirer acknowledges that Oakleigh Grammar will provide at the Function, the following items for catered hire:

- Tables and chairs
- Full industrial kitchen
- Crockery and glassware

6. BUILDING ACCESS

Oakleigh Grammar will arrange a staff member to provide access to the building or will issue a key. The staff member will advise the Hirer of the building access procedure and advise location of the light switches and heating/cooling controls.

7. NOISE LEVELS

The Hirer acknowledges that noise levels such as music will not be able to be heard from outside and that it will comply with the Environmental Protection Act 1970 (Vic) and the State Environment Protection Policy (Control of Music Noise from Public Premises) No N-2, failing which the management or representative of Oakleigh Grammar can:

- (i) Ask for the music to be turned down; and/or
- (ii) Terminate the Period of Hire; and/or
- (iii) Fine the Hirer an amount equivalent to any fine received by Oakleigh Grammar from a breach of this clause by the Hirer.

The following restrictions are not negotiable:

- (i) All amplified noise (music and microphones) must cease by:
Monday to Saturday 11:30 PM
Sunday 9:30 PM
- (ii) The premises must be vacated by:
Monday to Saturday 12:00 midnight
Sunday 10:00 PM

8. CLEANING AND RUBBISH

Venue Hire Checklist (appendix A) is to be completed before and after the function by the Hirer and the Oakleigh Grammar staff member.

The Hirer is responsible for leaving the building in a clean and tidy condition. **All rubbish including glass** must be removed to the outside bins. The Hirer is to provide their own garbage bags and cleaning products.

All chairs are to be stacked 5 high on either side of the venue and tables stacks on the stands provided at the back of the venue.

Oakleigh Grammar shall deduct monies from the bond (clause 2) to contract a cleaner if the Hirer failure to comply with this clause.

9. GAMBLING, ALCOHOL AND DRUGS

Gambling and serving of alcohol at a function is the responsibility of the Hirer. Any group planning gambling and/or to sell or supply alcohol must apply to Victorian Commission for Gambling and Liquor Regulation on 1300 182 457 to obtain a temporary license.

A copy of the temporary license must be supplied to the management or representative of the Community before the venue hire date otherwise gambling and alcohol will not be permitted on the premises.

Liquor service shall terminate 30 minutes before the end of the Event.

The legal drinking age in Victoria is 18 years of age. Therefore, it is generally an offence for any person to supply alcohol to a minor.

A person under 18 years of age is not permitted on the licensed premises unless there is a condition listed on the license approved by the VCGLR, or the young person is with a responsible adult having a meal.

Persons under 18 years are not allowed to drink alcohol on licensed premises, unless they are with a parent or legal guardian AND having a meal.

No drugs or illegal substances are to be consumed or brought into the premises. Anyone found to be using or conducting illicit activities will be removed from the facility and reported to the police.

10. SMOKING

Smoking is prohibited, under the *Tobacco Act 1987*, within the venue property and within four meters of any entrance to the Community venues. The Hirer will be fined the amount equivalent to any fine received by the Community from a breach of this clause by the Hirer.

Should the hirer permit its guests to smoke outside the building (4+ metres distance from any entrance) it is the responsibility of the hirer to provide adequate disposal units for butts'. Cigarette butts not cleaned outside will cause the Hirer to lose their bond.

11. KITCHEN AND FOOD SAFETY

The use of the kitchens will only be permitted if the Hirer has current food registration and all relevant licenses or engages someone with all the required accreditations and legal requirements.

The Hirer must comply with the *Food Act 1984* and must provide copies of all food registration and all relevant licenses. This also applies to the catering organisation the Hirer has engaged for their Event. Failure to provide same may result in the Event being cancelled. In the event the Event is cancelled, all monies paid by the Hirer will be non-refundable.

The Hirer acknowledges that the caterer is to provide all staff and items need to effectively run the function.

All catering staff must leave the kitchen area in a neat and tidy manner. All rubbish generated by the caterers must be disposed of by said caterers in the rubbish skip provided.

Oakleigh Grammar will not be held responsible or liable for any external food brought into the venue by the Hirer or the Hirer's representatives.

12. ENTERTAINMENT

The Hirer is welcome to provide external entertainment suitable within the confines of the hall and conditions of use. Oakleigh Grammar must be advised if the Hirer intends to use the external entertainment and a copy of their public liability must be supplied with the application hire form.

In the event of power loss, this in no way waives the right to discounting or non-payment of account.

13. DAMAGE, LOSS, THEFT or DESTRUCTION

The security bond to be paid by the Hirer (clause 2) is to be held by Oakleigh Grammar Community to be applied against any damage or loss incurred due to the act or omission of the Hirer or the Hirer's guests, during or as a result of the Event. Damages include but are not limited to the cost of additional cleaning. Confetti, sprinkles, sparklers, poppers or any items to the same effect are not permitted and will be subject to additional cleaning fees.

The Hirer is financially responsible for any damage that is sustained to the Venue or any other property owned by or in the care and custody of the Venue or theft of same which is caused by the Hirer or

any Guest or other persons attending the Function. In the instance where damage, loss, theft or destruction has occurred, without limited any other rights or remedies, Oakleigh Grammar shall deduct monies from the bond (clause 2) to cover any such damage, loss, theft or destruction and additional costs shall be charged to the Hirer.

14. GENERAL TERMS AND CONDITIONS

These Terms and Conditions apply to all Events and form part of the Agreement.

- a. The Hirer agrees and shall comply with the Terms and Conditions for Hiring the Community venues.
- b. The Hirer shall indemnify and keep informed Oakleigh Grammar the Community, its servants and agents and each of them from, and against, all actions, costs and expenses whatsoever.
- c. The Hirer shall indemnify Oakleigh Grammar the Community against any loss or damage to property or equipment, or injury to staff caused by an act or omission of the Hirer, its guests or agents.
- d. Oakleigh Grammar is not responsible for and the Hirer shall indemnify the Community against any loss or damage to property or equipment of the Hirer, its guests or contractors left at the venue prior to, during or after the Function.
- e. Oakleigh Grammar is not responsible for and the Hirer shall indemnify the Community against any loss or damage to property or equipment of the Hirer, its guests or contractors left at the Venue prior to, during or after the Event.
- f. The Hirer acknowledges that **NO** religious ceremonies may be held except with the written permission of the Community.
- g. Public liability insurance is the responsibility of the Hirer hiring the venue and is **NOT** covered by Oakleigh Grammar the Community.
- h. The Hirer must, at its expense, obtain all necessary permits, licenses and/or consents required for the conduct of the Event.
- i. The Hirer shall indemnify Oakleigh Grammar in respect of any and all losses incurred as a consequence of any failure by the Hirer to obtain a required permit or consent.
- j. Oakleigh Grammar reserves the right to prohibit any activity deemed offensive or for which a permit or consent is required and such permit or consent is not obtained by the Hirer.
- k. The use of any form of pyrotechnics is prohibited.
- l. Oakleigh Grammar reserves the right to exclude or eject any guest from the Function of from the premises without refund to the Hirer.
- m. The Hirer shall be responsible for the maintenance and preservation of good order in the Facilities throughout the Period of Hire. Oakleigh Grammar may direct that such hiring be subject to the engagement by the Hirer of members of the Victorian Police and/or other appropriate persons.
- n. The Hirer shall conform to the requirements of the Health Act, Local Government Act, Planning and Environment Act and all other legislation affecting the Venue and any By-Laws or Regulations prescribed thereunder, and shall be liable for any breach of such Acts, By-Laws or Regulations. All other statutory rules, provisions, and regulations of the Commonwealth of Australia, or State of Victoria, for the time being in force must be complied with by the Hirer.
- o. Property or plant pertaining to any event or activity for which the Venue or the Facilities have been hired will not be permitted in, at or on the Facilities or other Venue premises before the commencement of the Period of Hire or after the conclusion of the Period of Hire except where the Hirer has paid the necessary fee. Oakleigh Grammar accepts no responsibility for damage, injury or loss occurring to any property or plant left on or remaining in the Facilities or the Venue, whether or not such loss is due to the negligence of the Community. Such property or plant may be disposed of by the Venue after 30 days.
- p. Oakleigh Grammar is not responsible in any way for the behavior or co-ordination of any external service provider hired by the Hirer (caterers, photographers or entertainer). The Hirer agrees to release and indemnify the Community from all such claims.
- q. Oakleigh Grammar is not liable for damage to or loss of equipment or food belonging to hirers.
- r. Oakleigh Grammar will not be liable for any food poisoning when food and liquids are supplied by the Hirer and or its guests or when the venue is contracted as a Dry Hire.
- s. Hirers are required to set up and stack away furniture as required.
- t. No gambling without prior permission permitted in the venue; approval will generally be granted for raffle tickets; other forms of gambling may be rejected.
- u. No illegal activities are permitted in the venue.
- v. All emergency exit doorways and passageways should be left clear at all times.
- w. If fire alarms are set off during the function hire, the hirer may be responsible for the call out fee of the Melbourne Metropolitan Fire Brigade.
- x. Any hired equipment (stage, amplifiers etc.) to be removed immediately after the hire concluded. No equipment left for collection the next day.
- y. A copy of all permits are required to be provided prior to the function.
- z. Oakleigh Grammar is not responsible for damage and /or loss of the Hirer's and their guest's property and/or belongings in the car park or street parking.
- aa. In the event of any dispute or difference arising as to the interpretation of these Terms and Conditions or as to any matter or thing contained in them, the decision of Oakleigh Grammar after consultation with the Hirer, shall be final and conclusive.
- bb. These Terms and Conditions are governed by the laws of the State of Victoria and Oakleigh Grammar and the Hirer hereby irrevocably submit to the jurisdiction of the courts of the State of Victoria and all Courts of Appeal from those courts.
- cc. Any of the above provisions that are illegal, void or unenforceable shall be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions.
- dd. No amendment to these Terms and Conditions and Event Agreement will be binding on Oakleigh Grammar unless in writing and signed by or on behalf of Oakleigh Grammar
- ee. Honorary Life members and current financial Community members will be entitled to receive a 25% discount on the Hall hire fees for personal use. Discounts will not be available to members for business operations. The same conditions apply to Oakleigh Grammar Parents
Discounts strictly apply to members only, no rights are transferable to associates.

VENUE HIRE CHECKLIST

Note: Check list to be completed prior to the venue hire, usually when the key is provided.	
ITEM	DISCUSSED AND AGREED
All appropriate registrations, permits and consents sighted and copied –see check list (note 11)	
Adherence to booked times (note 7)	
Arrangements for staff member to provide access (see booking officer)	
Key collection and return process (pickup key day before event or Friday if hire is on weekend)	
Location of light switches/heating/cooling (see booking officer)	
Noise levels discussed (note 7)	
Cancellations, refunds and bonds (note 4)	
Set up and pack up discussed (see booking officer)	
CONDITION OF HALL-(to be left in same condition before hire)	
Floors	
Walls	
Toilets	
Foyer including stairway and lift (Conference Centre)	
Rubbish removal	
Cigarette butts in outdoor area	
COMMENTS	

Venue Hire Agreement

DECLARATION		
<p>I have read all the Terms and Conditions and accept all conditions listed in this document (Oakleigh Grammar Venue Hire Agreement and Appendix A).</p> <p>I understand that I am not entitled to arrive before, leave later than, the times indicated on this agreement.</p> <p>Where the person is acting on behalf of an organization, I confirm that I am official signatory of the organization and am authorised to sign this agreement on behalf of the organization.</p>		
Name of Applicant (or authorised representative)		
Signature:		Date:/...../.....
Oakleigh Grammar representative		
Signature:		Date:/...../.....

NOTE:

Bookings are not confirmed until the deposit is paid. - \$200 DEPOSIT REQUIRED

Payment must be made at least 5 business days prior to the event otherwise booking will be cancelled and deposit forfeited.

Office Use Only

	NAME:	SIGNATURE:	DATE:
Entered into Outlook Calendar-Booking No. entered			
Payment Amount Variation			
Cleaner Organized			
Payment Finalised			
Bond/Key returned			