

# COMMUNITY HALL VENUE HIRE AGREEMENT

DATE:	
PARTIES:	[Insert] (RPCA)
AND:	The person stated as the "Hirer" on the Application Form (Hirer)

## 1. GRANT OF LICENCE

- (a) RPCA grants to the Hirer the right to occupy and use the Venue during the Hire Period for the Purpose, subject to the Hirer's compliance with this Agreement.
- (b) The rights granted to the Hirer pursuant to this Agreement are in the nature of a licence only and nothing in this Agreement grants to the Hirer any tenancy or the right to exclusive possession or occupation of the Venue.

## 2. HIRE FEE AND BOND

- (a) The Hirer must pay the Hire Fee and the Bond to RPCA's nominated bank account in full on or before the Due Date.
- (b) Subject to clause 2(c), RPCA must refund the Bond to the Hirer's nominated bank account on or before the date that is 10 Business Days after the expiry of the Hire Period.
- (c) If, in connection with the Hirer's use of the Venue:
  - (i) there is any damage to the Venue or any damage to or loss of RPCA's property (including any furniture, parquetry flooring, equipment, appliances, utensils or keys);
  - (ii) the Venue requires any cleaning or repairs;
  - (iii) the Venue is otherwise left in an unsatisfactory condition; or
  - (iv) the Hirer and its Guests have not vacated the Venue by the expiry of the Hire Period,RPCA may deduct from the Bond an amount necessary to cover its costs to remedy such issues. For the avoidance of doubt, RPCA reserves its rights to recover additional amounts from the Hirer in excess of the Bond if its costs exceed the Bond.
- (d) GST is payable on the Hire Fee. No GST is payable on the Bond although reparations against the Bond will be liable to GST. Costs plus GST will be taken into account in calculating any refund of the Bond due to the Hirer.

## 3. RULES OF USE

The Hirer must (and must ensure that its Guests will) comply with the Rules of Use.

## 4. GUESTS

- (a) The Hirer's Guests may attend the Venue during the Hire Period, provided the Hirer's Representative is in attendance at all times and the maximum number of guests stated on the Application Form is not exceeded at any time.
- (b) The Hirer will be responsible for the acts and omissions of its Guests as if such acts and omissions were the Hirer's acts and omissions.

## 5. EXCLUSION OF LIABILITY

To the fullest extent permissible at law, RPCA shall not be liable to the Hirer, either directly or indirectly, for any loss of life or personal injury or damage to or loss of property that may be suffered or incurred in connection with the Hirer's use of the Venue, unless such loss or damage is caused by the negligent act or omission of RPCA.

## 6. LIMITATION OF LIABILITY

If, notwithstanding clause 5, RPCA is liable to the Hirer, then in respect to such liability, the following limitations will apply:

- (a) RPCA is not liable for any proportion of Loss that has arisen in connection with the negligence or breach of this Agreement by the Hirer;
- (b) RPCA is not liable for loss of profits, loss of sales, loss of business, loss of revenue or liabilities in connection with any other contract or indirect, consequential or special loss or damage, even if RPCA has been advised of the possibility of such Loss and even if such Loss was reasonably foreseeable by the parties or any of them;
- (c) RPCA is not liable for any proportion of Loss which has, or could have, been avoided or reduced by the Hirer taking reasonable steps to mitigate the amount of Loss that it has suffered or will suffer; and
- (d) the total liability of RPCA to the Hirer under this Agreement will not exceed the Hire Fee paid by the Hirer to RPCA.

## 7. NO WARRANTY

RPCA gives no warranty to the Hirer that the Venue will be suitable for the Purpose.

## **8. PUBLIC LIABILITY INSURANCE**

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If the Hirer is not an individual, it must:

- (a) maintain a public liability insurance policy that:
  - (i) covers its use of the Venue (including the attendance of its Guests);
  - (ii) provides a minimum cover of \$20 million in respect of any one claim;
  - (iii) names RPCA as an interested party; and
  - (iv) is issued by an insurer acceptable to RPCA;
- (b) prior to the commencement of the Hire Period, provide to RPCA an original certificate of currency for the policy specified in clause 8(a); and
- (c) immediately notify RPCA in writing if that policy lapses or is cancelled by the insurer or if any event arises that may give rise to a Claim under that policy.

## **9. INSURANCE EXCESS**

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Without limiting clause 8, if in connection with the negligence of, any act or omission by, or any breach of this Agreement by the Hirer, RPCA must make a Claim under any insurance policy it maintains, the Hirer must pay to RPCA immediately on demand the amount of any excess paid or payable by RPCA to RPCA's insurer in that regard.

## **10. INDEMNITY**

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- (a) The Hirer indemnifies RPCA from and against any Claims made against RPCA, and from and against any Loss that RPCA incurs, directly or indirectly arising in connection with:
  - (i) the negligence of, any act or omission by, or any breach of this Agreement by the Hirer; or
  - (ii) any Claims made against RPCA by any Guest that attends the Venue.
- (b) The Hirer is not liable for any proportion of Loss to the extent that such Loss has arisen in connection with the negligence, act or omission or breach of this Agreement by RPCA.
- (c) It is not necessary for RPCA to incur expense or make any payment before enforcing the right of indemnity conferred by this Agreement.

## **11. TERMINATION**

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- (a) The Hirer may terminate this Agreement prior to the commencement of the Hire Period by providing RPCA with a written notice of cancellation.
- (b) RPCA may terminate this Agreement immediately by written notice to the Hirer if:
  - (i) the Hirer:
    - (1) fails to pay the Hire Fee and the Bond in full by the Due Date; or

- (2) otherwise breaches this Agreement;
- (ii) RPCA considers that the Hirer's use of the Venue will or is likely to:
  - (1) affect RPCA's or the Hirer's coverage under any insurance policy;
  - (2) jeopardise public safety or order; or
  - (3) involve an unacceptable risk of personal injury or damage to the Venue or other property; or
- (iii) the Venue is or will be unavailable for use during the Hire Period for reasons beyond RPCA's reasonable control.

## **12. EFFECT OF TERMINATION**

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Upon termination of this Agreement:

- (a) the Hirer's right to occupy the Venue will immediately cease;
- (b) if the Hire Period has commenced, the Hirer must vacate the Venue immediately and ensure that its Guests and any property of the Hirer or its Guests is removed from the Venue immediately; and
- (c) if the termination occurred due to:
  - (i) the Hirer's cancellation, any Hire Fee paid will be refunded to the Hirer's nominated account subject to any deductions noted in the Rules of Use; and
  - (ii) RPCA's termination, any Hire Fee paid will be deemed to form part of the Bond and will be dealt with in accordance with clause 2.

## **13. NO ASSIGNMENT**

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The Hirer must not assign its rights, obligations or other interests under this Agreement.

## **14. COSTS AND EXPENSES**

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The Hirer is responsible for all costs and expenses it incurs in connection with its use of the Venue and the performance of its obligations under this Agreement.

## **15. SEVERABILITY**

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Part or all of any provision of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement will continue in force.

## **16. ENTIRE AGREEMENT**

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- (a) This Agreement (including the Schedules) represents the entire agreement and understanding between the parties, and supersedes any prior agreement or understanding, on everything connected with the subject matter of this Agreement.

- (b) In the event of any inconsistency between the main body of this Agreement and the Schedules, the main body of this Agreement will prevail to the extent of such inconsistency.

## 17. NOTICES

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- (a) Any notice given in connection with this Agreement must be in writing and served on the other party's Representative by personal delivery, email or registered post.
- (b) A party may notify the other party of a change of address for its Representative.
- (c) A notice served by personal delivery or email will be deemed to be served on receipt by the other party. A notice served by registered post will be deemed to be served on the fifth day after it was posted.
- (d) A notice received, or deemed to have been received, on a day that is not a Business Day is taken to be received on the next Business Day.

## 18. GOVERNING LAW

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This Agreement will be construed in accordance with the laws of New South Wales and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of New South Wales and the courts entitled to hear appeals from those courts.

## 19. COUNTERPARTS

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This Agreement may be executed in any number of counterparts. Any single counterpart or a set of counterparts, executed, in either case, by all the parties will constitute a full and original document for all purposes.

## 20. SURVIVAL

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Without limitation, clauses 5, 6, 9, 10, 12 and any provisions relating to the Bond survive termination of this Agreement.

## 21. DEFINITIONS AND INTERPRETATION

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- (a) The following words and phrases have these meanings unless the context requires otherwise:

<b>Agreement</b>	means this community hall venue hire agreement between RPCA and the Hirer, including the Schedules.
<b>Application Form</b>	means the completed "Community Hall Venue Hire Application Form" relating to the Hirer and attached as Schedule 2.
<b>Bond</b>	means the bond stated on the Application Form.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

**Claim** means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of when it arises, whether or not it is actual or contingent, or whether it is made under agreement or in tort (including in negligence), in equity, under statute or otherwise.

**Due Date** means within 5 Business Days after the date of this Agreement is signed.

**Guests** means the Hirer's employees, agents, invitees and guests.

**GST** has the same meaning as that term is given in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**Hire Fee** means the hire fee stated on the Application Form (plus GST).

**Hire Period** means the period between the start time and the finish time on the hire date as stated on the Application Form.

**Loss** means actual or contingent damage, debt, loss, penalty, fine, expense, liability or costs (including legal costs on a solicitor/client basis and investigative costs).

**Purpose** means the purpose of hire stated on the Application Form.

**Representative** in respect of:

- (a) RPCA means Clisdells Strata Management or such other person as RPCA may nominate from time to time; and

- (a) the Hirer means (if the Hirer is an individual) the Hirer or (if the Hirer is a corporation) the Hirer's representative stated on the Application Form.

**Rules of Use** means the rules of use set out in Schedule 1.

**Venue** means the building known as the community hall located at 2 Black Lion Place, Kensington NSW 2033 and includes the outside area immediately surrounding the Venue.

(b) In this Agreement, unless the contrary intention appears:

- (i) any gender includes the other;
- (ii) the singular includes the plural and vice versa;
- (iii) a person includes an individual, corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;
- (iv) a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;
- (v) a reference to "dollars" or "\$" is to Australian Dollars;
- (vi) a reference to a "Schedule" is a reference to a schedule to this Agreement;
- (vii) the word "including" and similar expressions are not words of limitation;
- (viii) headings are for convenience only and do not form part of this Agreement or affect their interpretation;
- (ix) reference to a "party" is a reference to RPCA or the Hirer (as applicable) and reference to "parties" is a reference to both RPCA and the Hirer; and
- (x) a document (including this Agreement) includes any novation, variation or replacement of it.

(c) No provision in this Agreement will be construed adversely to a party on the ground, irrespective of whether or not it is the only ground, that the party was responsible for the preparation of the provision.

Executed for and on behalf of **[insert]** by: )  
)

\_\_\_\_\_  
**[insert]**

***[If the Hirer is an individual, use the following execution block and strike out the block below.]***

Executed by **Hirer**: )  
)

\_\_\_\_\_  
Signature of Hirer

\_\_\_\_\_  
Name of Hirer

***[If the Hirer is a corporation, use the following execution block and strike out the block above.]***

Executed by **Hirer** pursuant to section 127 of the *Corporations Act 2001*: )  
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\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director/Secretary

\_\_\_\_\_  
Position held

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director/Secretary

\_\_\_\_\_  
Position held

# COMMUNITY HALL VENUE HIRE AGREEMENT

## Schedule 1 – Rules of Use

*Capitalised terms used in these Rules of Use are as defined in the Community Hall Venue Hire Agreement.*

### 1. Access to the venue

1.1 Raleigh Park Security is to open and lock the Community Hall Venue including conducting a post booking inspection. Raleigh Park Security contact number is 9662 8479

### 2. Use of the venue

2.1 The Hirer, or the Hirer's Representative, must be in attendance at the Venue at all times during the Hire Period.

2.2 The number of individuals attending the Venue during the Hire Period must not exceed the maximum number of guests stated on the Application Form.

2.3 The Venue must only be used for the Purpose.

2.4 The Venue must not be used to carry on any activity that is dangerous, noxious, offensive, illegal, noisy or objectionable or in a way that damages, or is likely to damage, the brand, reputation or goodwill of RPCA

2.5 The Venue must be vacated by the expiry of the Hire Period.

2.6 The Hirer must remove from the Venue all equipment brought into the Venue by the Hirer and its Guests and make good any damage to the Venue caused by that removal.

2.7 The Hirer may use the kitchen, appliances and power points in the Venue.

2.8 The Hirer may use the tables and chairs stored in the Venue. These items must be neatly stacked and returned to the back of the Venue after use.

2.9 The Hirer must not make any alterations to the Venue. Nails, screws, dux tape, sticky tape or any fastenings must not be driven into or attached in any way to walls, ceilings, floors, furniture or fittings.

2.10 Stilettos or similar footwear must not be worn inside the Venue.

2.11 No Sparklers to be used inside the Venue.

2.12 The Hirer is liable for any damage to the Venue during the Hire Period. This includes the behaviour of all people (invited or not) accessing the Venue during the Hire Period.

2.13 Children must be supervised at all times.

2.14 No animals, except guide dogs, are permitted inside the Venue.

2.15 Maximum number of attendees will not exceed 90.

### 3. Toilets

3.1 The toilet in the Venue may only be used by disabled persons.

3.2 Non-disabled persons may use the toilets located at the nearby "Racquet Club".

#### 4. **Smoking**

4.1 Smoking is strictly prohibited in or around the Venue.

#### 5. **Noise controls**

5.1 Music sound levels must not cause annoyance to occupants of neighbouring properties or those using the common areas surrounding the Venue.

5.2 Any request from RPCA's security personnel to reduce sound levels must be complied with immediately.

5.3 All music is to cease at least 15 minutes prior to the expiry of the Hire Period.

5.4 The Hirer is reminded that the Venue is in a residential area and steps should be taken to keep noise to a minimum at all times.

#### 6. **Alcohol**

6.1 The Hirer will only be allowed moderate volumes of alcohol to be consumed in the Venue and surrounding common areas.

6.2 Alcohol must not be sold at the Venue.

#### 7. **Parking**

7.1 Limited parking may be available on-site. Please advise Guests that parking restrictions apply in the surrounding streets and, where possible, encourage the use of public transport.

7.2 The Hirer and its Guests are not permitted to park any vehicle on driveways or footpaths near or around the Venue.

#### 8. **Cleaning**

8.1 It is the Hirer's responsibility to leave the Venue in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind, wiping down all benches and sinks, and sweeping floors if required to return the premises to a clean condition.

8.2 A commercial broom and dustpan is available for use as required.

8.3 The Hirer is responsible for the cost of any cleaning or repairs at the Venue as a result of the Venue being left in an unsatisfactory condition.

#### 9. **Lost property**

9.1 The Hirer must not enter the venue to collect (lost) property after the expiry of the Hire Period. Any property found in the Venue will be registered and retained for a 1-month period by RPCA's security personnel until claimed by the owner with satisfactory proof of ownership. If unclaimed lost property will be disposed.

#### 10. **Safety**

10.1 It is the Hirer's responsibility to ensure that the Venue is used safely.

10.2 The Venue is not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times.

10.3 In the case of an emergency or fire, the Venue must be evacuated.

- 10.4 Please ensure Guests are familiar with emergency evacuation procedures.
- 10.5 All Venue exits must be maintained clear and open for exit or entry without interference.
- 10.6 The Hirer and its Guests must not bring or permit any flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be used in the Venue.

**11. By-laws and policies**

- 11.1 The Hirer and its Guests must comply with RPCA’s published by-laws and policies to the extent applicable to the Hirer’s use of the Venue.
- 11.2 The Hirer must ensure that it and its Guests have reviewed RPCA’s published by-laws and policies prior to the Hire Period.
- 11.3 RPCA reserve the right to review the ‘Rules of Use’ from time to time.

**12. Emergency contacts**

- 12.1 To contact RPCA’s security personnel during the Hire Period, call 9662 8479.
- 12.2 In an emergency, call 000 for the Police or fire brigade.

**13. RPCA’s Representative**

- 13.1 If the Hirer wishes to contact RPCA, it must contact Strata Management Agency as follows:
  - (a) Postal address: Clisdells Strata Title Managers, 623 Princess Highway, Rockdale NSW 2216.
  - (b) Email: [clisdells@clisdells.com.au](mailto:clisdells@clisdells.com.au)
  - (c) Telephone: 9556 5222.

**14. Cancellation**

- 14.1 In the event of a cancellation by the Hirer, the following consequences will occur:

Written notice of cancellation received by RPCA	Consequence of cancellation
More than 4 weeks prior to Hire Period	100% of Hire Fee refunded
Less than 4 weeks prior to Hire Period	25% of Hire Fee deducted; balance refunded
Less than 2 weeks prior to Hire Period	50% of Hire Fee deducted; balance refunded
Less than 1 week prior to Hire Period	100% of Hire Fee deducted; no refund

**Schedule 2 – Application Form**

***[Attach the Hirer's completed "Community Hall Venue Hire Application Form" to this page.]***