

AUGUSTA CENTENNIAL HALL

HIRE INFORMATION AND PRICING SCHEDULE

MAXIMUM FACILITY CAPACITY: 300

| Services Required | Rate (Inc GST) | Subtotal |
|----------------------------------|-------------------|----------|
| Whole complex | \$220.00 per 24hr | \$ |
| Auditorium and foyer | \$132.00 per 24hr | \$ |
| Atrium | \$82.50 per 24hr | \$ |
| Kitchen | \$143.00 per 24hr | \$ |
| Foyer and Bar | \$121.00 per 24hr | \$ |
| Local Ballet, Zumba, and Yoga | \$25 per hour | \$ |
| Bonds for all functions | \$500.00 | \$ |
| Bonds for functions with alcohol | \$800.00 | \$ |
| Total | | \$ |

Do you require an invoice? YES NO

Note

- In the event of a Booking Cancellation less than 2 weeks from the hire date, a Fee of \$25 will be charged to cover Administration Costs.
- Recurring hirers are required to pay within 14 days of receipt of monthly invoices for hall hire. A 15% late payment fee may apply for any outstanding payments.

Facility

The following rooms/spaces are available for use:

- Large modern hall with stage (194-person capacity)
- 1 x dressing room with mirrors, showers, and toilets
- Foyer
- Ticket office
- Bar and bar storeroom
- Kitchen
- Atrium (80-person capacity)

<u>Equipment</u>

The following equipment is available for use <u>when the whole complex is hired as per</u> <u>above pricing</u> at no cost/fee.

- Tables20+
- Chairs-250+
- Kitchen: Fridge, oven, microwave, urn, pie warmer, dishwasher and table settings for 250 people
- PA system
- Piano
- Mirror Ball
- Reverse Cycle Air-conditioning and ceiling fans

License to serve alcohol or License to bring alcohol (BYO)

The Hirer must apply to the AMR Shire<u>https://www.amrshire.wa.gov.au</u> for a licence to serve alcohol or licence to bring alcohol (BYO) permit in advance of their event. (Please note this could take14 days)

Enquiries

For enquiries and bookings please contact the Augusta Community Resource Centre on (08) 9758 0002 or reception@augustacrc.net.au

Bookings and Cancellations

Bookings will be confirmed once the **Contract of Hire** has been agreed upon and signed, and payment has been made.

- A deposit of \$50 is to be paid to secure the booking.
- An invoice will be forwarded by the CRC for the balance of hall hire and bond, which must be paid 2 full weeks prior to date of hire. CRC may cancel any booking if this 2-week period is breached.
- A full refund is possible for event bookings cancelled prior to 2 week cut off.
- Should the booking be cancelled less than two weeks from hire date, a refund of \$25 will be made, with \$25 being retained as the administration cancellation fee.
- Full hire, plus the bond, is to be paid if the booking is made *less than two weeks to the date of hall hire*. Should this booking be subsequently cancelled a refund of hire and bond will be made minus an administration fee of \$25.

For direct debit payments:

Augusta Community Resource Centre Bendigo Bank Account Number: 1261 29550 BSB: 633 000 Please quote **Centennial Hall booking** and **your name.**

CONTRACT OF HIRE

| CONTACT DETAILS | | |
|---|-----------------|--------------------|
| Name: | | |
| Organization (if applica | ble): | |
| Community Group Private User | Commercial Hire | Registered Charity |
| Postal Address: | | |
| | | |
| Mobile Phone Number: | | |
| Email Address: | | |
| BOOKING DETAILS | | |
| Date/s Required | | |
| Start Time: | | Finish Time: |
| | | |

Type of Activity Being Held:

Please specify any facilities or areas of the hall required. As nothing can be attached to the building, please state if white boards & pinup boards are required.

Approximate number of people who will participate:

Will alcohol be consumed?

Will food be available?

Do you require disability access?

INSURANCE

- All liability for loss or damage to property or persons during the hire of the Venue is the responsibility of the Hirer unless it is attributable to the negligence of the Committee or Shire.
- All commercial users of the hall must have their own insurance coverage.
- Commercial users include anyone other than an incorporated association, who charges others for any activity carried out in the hall (for example dance or yoga classes).

The Hirer acknowledges and admits that he/she/it has read and understands the meaning and consequences of the terms and conditions of this Agreement and covenants and agrees to be bound and comply with them.

By signing this Agreement, I/we have read, understood and agree to abide by the Terms and Conditions of Hire. I/we confirm we have authority to commit the Hirer to the terms and conditions of this Agreement and assume all liability for specific loses arising from the event listed above.

Booking is not secured until deposit has been received

Signed:_____

Date: _____

Name/ Position: _____

Permits/Insurance:

Liquor Licence (if applicable) provided

Public Liability Insurance Certificate of Currency provided

Terms and Conditions of Hire

Definitions:

In this Contract of Hire, except where the contrary intention appears, the following definitions are used:

'Agreement' means this Contract of Hire Form

'Approved Purpose' means the activity or purpose for which the Hirer wishes to use the Venue (and for which the Shire has had an opportunity to assess and approve)

'Committee' means the Centennial Hall Management Committee as elected.

'Shire' means Shire of Augusta Margaret River

'**CRC'** means Augusta Community Resource Centre, when acting on behalf of the Shire & Committee in management of Hall rental bookings, payments, and bonds

Hire Period' means the times and dates above or such other dates as shall be agreed in writing between the Hirer and the Shire.

'**Hirer**' means the person or organisation entering into this Agreement whose authorised signatory has signed below.

'Rules' means such rules made by the Shire in respect of the Venue or the building in which the Venue is situated.

'Venue' means the hired space the subject of this Contract of Hire.

It is agreed:

- 1. The Hirer shall pay to the CRC prior to the commencement of the Hire Period all bonds, fees, and charges payable in relation to this Agreement as determined by the CRC/Committee and/or Shire from time to time and all expenses associated with this Agreement.
- 2. That the Hirer must not sell, hire, trade, display or otherwise dispose of anything from the Venue unless the prior written approval of the Committee and/or Shire has been obtained.
- 3. The Hirer must comply with each law relating to the Venue or the use of the Venue and must obtain all consents, licenses and authorities required by the Hirer for the Approved Purpose.
- 4. The Hirer acknowledges and agrees that the Venue may be subject to prohibitions or restrictions on use. The Shire and Committee gives no warranty that the Venue is suitable for the Approved Purpose or that the Shire or any other authority or agency will issue any consent, approval, authority, permit or licence require by the Hirer under any law, regulation, by-law or local law for its use of the Venue.
- 5. That the rights conferred on the Hirer in terms of this Agreement are in contract only and do not create or confer on the Hirer any estate or interest whatsoever in or to the Venue or any right to the exclusive use or possession of the same.
- 6. That the Hirer shall not do or suffer anything to be done whereby any policy of insurance in respect of the Venue may become void or voidable or whereby the rate or premium on any policy of insurance in respect of the Venue may be increased.

- 7. That the Hirer shall, if it is a requirement of the Approved Purpose, at its expense, effect and keep in force for the Hire Period a public risk policy of insurance acceptable to the Committee and/or Shire in respect of the Venue and the Approved Purpose for an amount not less than the amount specified in this Agreement.
- 8. That all liability for loss or damage to property or persons during the hire of the Venue is the responsibility of the Hirer unless it is attributable to negligence of the Committee or Shire.
- 9. The Committee and/or Shire may apply the bond paid by the Hirer towards the cost of complying with the Hirer's obligations or paying for any loss, damage, cleaning or other cost incurred by or on behalf of the Committee and/or Shire in rectifying any default by the Hirer in observing or performing any of the Hirer's obligation
- 10. Hirers granted permission to use the hall shall not assign the right of use to any person, organisation, or body.
- 11. That the **Rules of Hire (as attached) form part of this Agreement, the noncompliance with which can be regarded as a breach of the Agreement**. In the event of any inconsistency between the Rules and this Agreement, the latter will prevail.
- 12. That the Hirer will comply with any lawful directions, which may be given by the CRC/Committee and/or Shire in relation to the Venue.
- 13. That the Committee and/or Shire may in its absolutely discretion and without providing any reason for doing so, decline to enter into an agreement for the hire of the Venue.
- 14. That there may be occasions such as an emergency or damage to the Venue that renders the Venue unfit or unsafe for the Approved Purpose. In the event of this occurring, the CRC/Committee and/or Shire:
 - a) Will use its best endeavours to notify the Hirer in a timely fashion of such event.
 - b) Will, where reasonably practicable, in consultation with the Hirer, provide an alternative venue; &
 - c) Acting reasonably, may terminate this Agreement.
 - In the event of termination, the CRC/Committee and/or Shire:
 - d) Will promptly return deposit/hire fees paid to the Hirer; and
 - e) Will not be responsible for any loss or damage suffered by the Hirer as a result of such termination.
- 15. That there may be occasions when hirers with regular weekly bookings may be required to change a booking due to need for the hall to be used for a *unique* event. In the event of this occurring, the CRC/Committee:
 - a) Will use its best endeavours to notify the Hirer in a timely fashion of such event.

b) Will, where reasonably practicable, in consultation with the Hirer, provide an alternative venue;

- 17. That the Hirer will indemnify the Shire against any claim, loss or expense which may be made or arise as a result of the use of the Venue.
- 18. That it is an express condition of this Agreement that the Committee and/or Shire shall not accept liability for any damage, illness or injury caused or found to be caused to any person or property as a result of acts or omissions of the Hirer, or guests or invitees or persons under their control.
- 19. That the Hirer shall pay to the Shire on demand all legal costs, charges and expenses for which the Committee and/or Shire shall become liable in consequence of or in

connection with any default of the Hirer in observing or performing any of the Hirer's covenants or obligations expressed or implied in this Agreement.

- 20. That the Hirer is not permitted to sell or consume alcohol at the Venue unless the prior written consent of the Committee and/or Shire is obtained. Should the Hirer wish to consume, sell or serve alcohol it must obtain an appropriate licence for the supply of alcohol as provided by the *Liquor Control Act 1988*, The Hirer must ensure that the rules and regulations, as provided by the *Act* are adhered to..
- 21. That in the event of any breach of these conditions the CRC/Committee and/or Shire will notify the Hirer of the breach which, if the Hirer does not take reasonable steps to remedy, shall entitle the Committee or Shire to terminate this Agreement. In the event of any breach of these terms and conditions and, in the event of such termination the Venue must be immediately vacated and returned to the Committee/Shire in a condition consistent with the observance and performance of obligations under this Agreement.
- 22. Hirers shall notify the CRC in writing of any requests to **alter or cancel a booking**. The Committee shall be entitled to charge a cancellation or change of hire fee, for any bookings.
- 23. Unless the contrary intention appears:
 - (a) words and expressions in this Agreement shall have the same meaning as corresponding words and expressions in other documentation related to this Agreement.
 - (b) words denoting the singular include the plural and vice versa.
 - (c) words denoting a gender include each gender; and

reference to a person includes a natural person, partnership, joint venture, Committee or corporation and a government or any governmental, local authorities and agencies.

RULES OF HIRE - HALL USE

These Rules are binding on all users of the Hall. All Hirers will receive a copy of these Rules as part of their Agreement.

BOOKING & FEES

1. All groups or individuals hiring the Hall shall complete a 'Contract of Hire' which shall be signed by the responsible person. The Contract of Hire shall be lodged with the Augusta Community Resource Centre, acting on behalf of the Committee, who shall keep a record of all bookings. Please note the Committee must present all booking information to the Shire upon request. Booking is confirmed on receipt of 'booking deposit'.

2. The Committee reserves the right to refuse any application to hire the hall/components.

3. Invoices for hall hire and bonds will be forwarded by the CRC. Charges vary dependant on the event the Hall is used for. Please see the attached hall hire. Receipts, along with refund of deposit and bond will be forwarded by the CRC as soon as is practicable.

BONDS / DAMAGE

1. Hirers of the Hall are required to pay a bond, along with the hire charges and public liability charges, two weeks prior to the event. This bond acts as security against damage to property or for breach of any part of the Hire Agreement.

2. All liability for loss or damage to property or persons during the hire of the Venue is the responsibility of the Hirer unless it is attributable to negligence of the Committee or Shire.

3. The Committee and/or Shire may apply the bond paid by the Hirer towards the cost of complying with the Hirer's obligations or paying for any loss, damage, cleaning, or other cost incurred by or on behalf of the Committee and/or Shire in rectifying any default by the Hirer in observing or performing any of the Hirer's obligations.

4. The committee appointed **Caretaker will be responsible for inspection** of the hall post event and completion of the **ACH Bond Refund Evaluation.** On the proviso that there is no damage, missing equipment, the facility and surrounding grounds are left clean, and the Hall key is returned, the CRC will return the bond. The bond will be returned to the hirer via direct credit and within 7 days of hire.

4. If any damage occurs to the Hall, its facilities, equipment or surrounding grounds during use, the cost of the damage as estimated by the Committee/Shire shall be final without right of appeal and such amount shall be paid by the hirer immediately upon request. Where the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond (if applicable), where it is more than the bond, the bond will be withheld, and an invoice will be sent for the balance.

The hirer will be responsible for the repair/replacement of any damage, theft or loss of Shire property caused by the user and all breakages/damages to the premises must be reported to the Committee immediately.

5. If the committee has approved an exemption for a bond payment any damages or repairs will be the responsibility of the individual or group (as per paragraph 4 above.).

INSURANCE

The hirer shall be responsible for any accident, loss or damage or any injury sustained by any person using any part of the Hall and its facilities and equipment during the currency of the hiring. Any equipment or articles brought onto the premises by the hirer are on the premises at the hirers own risk. The Committee and Shire will not be held liable.

USE OF THE HALL

1. The hirer may **only enter the Hall during the times agreed** with the CRC/Committee. If the hirer breaches this condition and enters the facility outside the agreed time, the Committee reserves the right to terminate the Hire Agreement and/or charge an additional hire fee.

2. The **Hirer shall not cause a nuisance**, annoyance or disturbance to the public or persons in the vicinity of the Venue.

3. The **Hirer shall not** without the prior consent of the Committee and/or Shire **erect**, **set up or place any structure, make any structural changes to the Venue** or tamper, alter, or modify any electrical, water, sewerage, gas, telecoms or other service connection to or on the Venue.

4. That the **Hirer may not affix, exhibit, or permit to be affixed or exhibited upon any part of the Venue** or adjacent land any item, placard, sign, poster, hoarding or advertisement without the prior written consent of the Committee and/or Shire.

5. Any decorations and other entertainment equipment **must not be fixed to the venue** and removed completely prior to leaving the Hall. **Electrical devices** including those used for amplification, lighting and entertainment shall be **in good working order and of a type approved by relevant authorities**. Hirers should not use any electrical equipment that will cause the power supply or sound system to be overloaded or adversely affected.

5. That the Hirer shall during the Hire Period promptly **maintain**, **repair**, **clean and keep the Venue in good repair and neat and tidy** to a standard acceptable to the Committee and Shire.

6. That the Hirer must promptly **report to the CRC/Committee any damage to or accident** at the Venue.

7. That it is the **Hirer's responsibility to ensure that the Venue is kept secure** and protected against theft (where appropriate) and all doors, windows and other openings are locked or securely shut at the end of the Hire Period.

8. **Hirer shall take full responsibility for the behaviour of any guests,** invitees or people under their control at the Venue and shall ensure, so far as reasonably possible, that all guests, invitees or people under the control of the Hirer comply with the terms and conditions of this Agreement.

9. Hirer shall immediately upon expiry or cancellation of the Agreement remove from the Venue all things brought on to the Venue by the Hirer and leave the Venue in good order and condition and make good any damage caused.

Cleaning

1. Cleaning of all areas used is the responsibility of hirer prior to leaving the premises of the scheduled booking. This includes returning furniture and fittings to the storage area; ensuring floors, food preparation, back of stage, dressing room and shower areas are left in a clean and hygienic condition.

2. Should the premises be left in an unsatisfactory state, the Committee will bring in cleaning staff and the cost shall be passed on to the hirer.

3. Cleaning equipment and supplies are located in the Bar Area of the Hall.

A cleaning checklist is provided as part of Hire Agreement.

Food/ kitchen facilities

If the kitchen forms part of the Venue hire, the hirer must follow operating instructions for kitchen equipment and keep the kitchen clean and tidy. The hirer must remove all unused consumables and not leave unwashed crockery in the kitchen. All bins to be emptied into outside roadside bins.

Hirers need to supply their own dishcloths and tea towels.

Sound and lighting equipment.

The hall sound system is standalone and is very simple to operate. A single wall panel located side of stage (right) has Bluetooth connectivity, a Microphone input with separate volume control and a 3.5mm jack Line input with separate volume control.

Front of House

Left/Right - QUEST HPI110W 10" SPEAKERS (Wall Mounted) ELECTRO VOICE TX1181 PASSIVE SUBWOOFER (WALL PANEL - Bluetooth, MIC INPUT + LINE INPUT Stage Monitors 2x ELECTRO VOICE 7 LX12 SPEAKERS

Hirers can override the in-house system and connect directly to the PA. via XLR input wall panel for both Front of House and Stage monitors.

Keys to AV Equipment Store & Microphones are to be returned to the CRC promptly.

No smoking

There is a no smoking policy for the entire Hall.

Adult Supervision

Hirers must be over the age of 18 years and where functions or classes are attended by persons under the age of 18 years, the hirer will be the person responsible for actively supervising the persons present in the venue. The person completing the Contract of Hire are subject to the terms and conditions.

Access and Keys

The hirer is responsible for opening and locking up. All doors and windows to the Hall are to be locked on leaving. Keys are to be collected from the Augusta Community Resource

Centre and returned within the 24 hours of the end of the booked hire period, or as negotiated with CRC. Charges will apply to lost keys.

Emergency Evacuation

An emergency evacuation plan has been developed and is located at the Hall. Security personnel and event staff are to be briefed on the location of emergency exits and evacuation plan. The Shire requires that all emergency exits be unobstructed and always remain unlocked during functions.

On Leaving the Hall

Please ensure that the following actions take place upon leaving the Hall:

- All areas of the Hall, including toilets, showers and kitchen, are left tidy and clean,
- All tables and chairs are returned and neatly stacked in the applicable designated area.
- AV Equipment is turned off and secured appropriately.
- Lights are turned off.
- Air conditioners and fans are turned off.
- All doors and windows are closed and locked.
- All rubbish is removed from the Hall and premises are left in a tidy condition.