

1. Hiring of facilities

Applications for groups or individuals to hire rooms at the Torquay Improvement Association (TIA) Hall and Lesley McQuinn Centre are required to be approved by the authorised TIA Booking Officer on behalf of the TIA.

Applications for hire are to be made on the Booking Form provided and must be signed by a person aged 18 years or over. All required dates will need to be advised in writing prior to the booking.

It shall be at our discretion to refuse to let the facility.

Bookings are confirmed by email when a completed application form has been received and approval has been granted. In addition, a casual booking is only considered confirmed once payment for hire has been made. Tentative bookings are not accepted.

The hirer is responsible for activity security, safety and ensuring compliant supervision of all activities during the hire period.

2. Definitions

Not-for-profit (NFP) organisations are organisations that provide services to the community and do not operate to make a profit for its members/shareholders. All profits must go back into the services the organisation provides and must not be distributed to members, even if the organisation winds up.

The different types of hirers are defined as:

- a Casual Hirer – is any person or entity who hires the premises for a once-off or annual event, providing that the casual hirer does not occur more than six times per year.
 - b Regular Hirers - a booking with a regular occurrence such as weekly, fortnightly or monthly
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3. Cancellations

- a. For Casual Hirers - cancellations must be advised **at least fourteen days prior**. If within the fourteen day period, booking is cancelled by hirer or payment has not yet been finalised, booking will be cancelled with full amount still owing.
- b. For Regular Hirers - cancellations must be advised **at least seven days prior** and no more than **25 percent** of recurring bookings may be cancelled (no matter how much notice given), otherwise you will be invoiced equivalent amount.

Please note that the TIA reserves the right to:

- amend the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.
- cancel the booking at any time with fees already paid refunded
- cancel the booking if payment of fees is not made within the terms specified (see 4. Fees & Charges).
- deny access to any individual or organisation (its members and/or staff)
- terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.
- in the event of a dispute or a difference arising as to the interpretation of conditions in this agreement, the decision of the TIA President shall be final.

If any booking is cancelled due to:

- a public health order the hirer will be entitled to a full refund of amounts already paid towards the booking, or if the hirer prefers, the amount can be applied as a credit on the hirer's account, to be used for a booking in the same financial year.

4. Fees and Charges

General charges for the Facility will be determined by the TIA, and may at our discretion vary from time to time

The hirer must comply with the following conditions regarding the charges associated with the hire of a facility:

Casual hire

- a. Casual bookings must be paid in full by no later than four weeks before the booking date. Bookings made within four weeks of the event date must be paid in full at the time of booking.
- b. It is the responsibility of the hirer to pay any outstanding balance the due date. If not paid, the booking may be cancelled.
- c. For the hire to proceed a **security bond**, as determined by the TIA, shall be paid at least **fourteen working days** prior to the use of the Facility. The bond is security for any damage to the building and/or breach of conditions of hire. The total bond will be refunded to the hirer no later than **fourteen days** after the function, provided the Hirer has complied with all aspects of the Conditions of Hire.
- d. In the event of damage to the facility, equipment and surrounds, or improper use, TIA reserve the right to deduct from the security bond as per quotation
- e. Bonds will be available electronically within seven business days upon successful inspection from committee members and the return of any keys.

Regular hire

- f. Regular hirers will be invoiced at the end of each month via email to the account's contact provided in the Facility Booking Form. The full balance must be paid within 30 days, unless a request to change the issue date as outlined on the invoice.
- g. The hiring fee includes GST and expenses associated with operating the facility during standard business hours, such as cleaning and utility costs.
- h. The fees are reviewed annually as of 1 July each financial year. The TIA will provide the hirer notice of increases to charges.

5. Damage

The floors, walls, curtains or any part of the building, or any fittings or furniture shall not be broken, pierced by nails, pins or screws or in any other way damaged, and no notice, sign, advertisement or scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, floors, doors or any such portion of the building, fittings or furniture without prior consent of the TIA.

Likewise, all furniture and equipment should be kept in good working order.

Any damage to the building, furniture or equipment shall be reported to our Booking Officer the same or following business day. The Hirer will be held responsible for repairing/replacing any damage to the building, floor, furniture or equipment.

6. Decorations

- The use of confetti, streamers or similar articles of decoration or amusement is prohibited.
 - No tape, adhesives, pins etc, are to be attached to surfaces or flooring.
 - Blue tac must only be used on glass or timber surfaces.
 - All decorations must be removed at the end of the function. If this is not carried out, you will be invoiced a cleaning charge, or it will be deducted from the casual hire bond.
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7. Good order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility and in the approaches thereto, throughout the whole duration of the hiring.

The Hirer shall leave the facility, including toilets, kitchen areas and approaches in a clean and tidy state and dispose of all rubbish. Furniture and equipment must be left in the position as found prior to the hiring or as arranged with us.

If necessary, extra cleaning charges will be at an additional charge to the Hirer.

8. Limit of hiring

- The TIA Hall, rooms and McQuinn Centre are alcohol free buildings, no alcohol can be consumed inside the buildings or in the grounds of the centre.
 - Use of sports equipment is prohibited at all times.
 - Use of tap shoes is prohibited in every room
 - Smoking is prohibited in either building and its grounds.
 - The centre is not hired for birthday parties, weddings or similar events.
 - No candles, naked flames, incense, smoke machines or fireworks are allowed within the centre or its grounds.
 - The Hirer shall end all meetings or functions not later than the agreed time stated on the Hire Application form and shall remove all decoration, litter or property belonging to the Hirer and vacate by the Clean Up and Exit time stated on the Hire Application Form. Failure to comply with this section may result in additional hire charges being made against the Hirer.
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9. Acts, Legislations and Regulations

- The Hirer shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, and appropriate Work Cover legislation, if and when applicable and any regulations herein contained, and shall be liable for any breaches of such Acts or Regulations.
- The hirer declares they have read understood and shall comply with all relevant provisions and any other Acts or regulations, such as but not limited to the *Food Act & the Public Health Regulation, Work Health and Safety Act, which* may govern use of the TIA facilities
- The TIA is committed to creating a child safe and child friendly environment where children and young people are respected, valued and encouraged to reach their full potential. TIA's procedures support the implementation of requirements under the Child Wellbeing and Safety Act 2005.
- When operating a commercial activity and/or delivering services to persons under the age of 18 years you are legally required to comply with Victorian child protection legislation. By hiring our

facility, you declare that you have read, understand and shall comply with the Victorian child protection legislation as prescribed by the Victorian Office of Children's Guardian.

10. Setting Up, Packing Up And Cleaning

- Hirers are not permitted to access the venue outside the allocated times. Any additional time other than what is stated on the Hire Application form will incur an additional charge and the hirer will be invoiced for the over-stay.
 - Hirers shall store all tables, chairs and equipment in the allocated storage area in each room before leaving. Charges apply if not stored by the user.
 - Hirers must leave all the rooms, kitchenettes and foyer spaces clean and tidy on departure.
 - A cleaning fee of \$300.00 applies to complete these tasks
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11. Insurance

Hirers are responsible for providing public liability insurance cover as required by the TIA

All hirers including incorporated associations are required to have their own Public Liability Insurance (PLI). These hirers must take out and maintain PLI for the use of the premises for cover of **not less than \$20 million**, for Death or Personal Injury, Loss or Damage to Property. By accepting the terms, you agree to the above and that the policy is in the same name as the hirer.

A Certificate of Currency of the applicant's policy stating the level of cover and any exclusion clauses is to be given to the Booking Officer as part of the application and prior to any hire taking place.

12. Key collection

Keys will not be distributed to organisations/individuals. Key can only be obtained by using the key safe available at the door entry and then specific keys in the key safe inside the door.

13. Hirer's responsibilities

The Hirer must:

- have made all reasonable enquiries as to the suitability of the Facility for the proposed function or use, that is: capacity, equipment
- collect and return the Facility keys to the appropriate key safes
- be responsible for the setting up and packing up of rooms.
- be present during the agreed hire time
- remain on the premises whilst visitors/patrons are in the building
- be responsible for orderly conduct and safety of patrons
- supervise all people at the Facility at all times
- maintain the premises in a clean and safe condition for the duration of the term of hire, and dispose of all rubbish
- adhere to the access and departure times as stated on the Hire Application form and not access the centre before or after such times.
- be responsible for administering your own first-aid and provide your own first-aid kit.

- ensure the centre is left secure at the end of their hire.
 - be mindful that the centre is a shared space and keep noise to a minimum
 - request permission to use any electrical equipment other than that supplied by the centre. Any equipment brought into the centre must be 'tested and tagged'. ie music players, laptops, etc.
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14. Catering

Catering for food is the sole responsibility of the hirer. Some equipment such as crockery and cutlery is available for use and must be returned to the designated kitchen cupboards after the function in a clean condition.

The use of the kitchen is a separate hiring space.

15. Obstructions

The hirer shall comply in every respect with regulations under the Health Act with regard to public buildings for the prevention of over-crowding, obstruction of gangways, passages, corridors, stairs or any other part of the building. The capacity for each facility can be provided upon request.

16. Restrictions

The Facility shall not in any way be 'sub-let' or allowed to be used by any other user other than the Organisation/Hirer named on the application form.

17. Theft or losses

The TIA shall not be liable for any thefts or losses incurred by the hirer, his agents or staff during occupancy or for any equipment remaining on the premises after occupancy.

The Hirer hereby indemnifies the TIA against any claim by any such person, firm or corporation in respect of such article or thing.

18. Venue equipment

The Hirer must request permission to use any electrical or mechanical equipment other than that supplied with the Facility.

Any approved temporary electrical installation must be installed by a qualified electrician approved by us, and paid for by the Hirer, such as: stage lights. There should be no permanent installation in our facilities by hirers without the approval of the TIA committee.

Any equipment brought into a Facility must be tested and tagged, as per electrical safety standards (AS/NZ 3760:2003), such as: tape recorder, data projector.

The physical condition of all electrical appliances and cords must be checked for signs of damage prior to use, and damaged items replaced. Extension leads are not to exceed 25 metres in length.

Smoke machines and pyrotechnics are not permitted in the venues.

We provide a limited amount of equipment but if this equipment becomes non-operational during the hire, we will not be responsible for immediate replacement. It is the hirers' responsibility to provide their own cables for AV equipment to ensure you have everything you need.

19. Noise

If in our opinion the Hirer allows any unreasonable noise to be emitted from electrically amplified musical equipment, we may retain any security bond and may refuse any future application to use the Facility by the Hirer.

An unreasonable noise is one where noise is clearly audible in a habitual room of an adjoining dwelling.

In an instance where multiple hirers are using a Facility at one time, noise should be kept to a reasonable level and respect shown to all parties.

20. Non smoking provisions

The TIA buildings are smoke free areas, and accordingly smoking by patrons is not permitted inside the buildings or in the grounds.

21. Permits

Food

It is the hirer's responsibility to determine and obtain any food registration permits applicable to their function.

Performing Rights

The hirer hereby indemnifies the TIA against any claim for breach of copyright.

22. Management of facility

The Hirer and persons under their direction shall forthwith obey all directions or orders given by any members of our committee as to the management of the facility and functions being conducted therein.

TIA representatives shall at all times, notwithstanding any hiring, be entitled to free access to any and every part of the building.

23. Disputes

Disputes arising out of the interpretation of these conditions or any other matter related to the hiring of the facility will be settled by the delegated hall booking officer, if still unresolved, the decision of the TIA President shall be final and conclusive.

24. Emergency exits and evacuation plan

The hirer is responsible for the safety of all guests attending your function. The hirer agrees to the following:

- all emergency exit doorways and passageways will be clear at all times
- the appointment of an emergency officer or warden responsible for familiarising themselves with the emergency exists and capable of directing patrons as required

- read and abide by the emergency evacuation plans located on the walls within the facility and inform the guests
 - familiarisation of the location of the fire extinguishers within the facility (instructions are available on all extinguishers)
 - in the event of an evacuation, ensure all patrons have been evacuated from the facility and meet the fire officers attending as a response to the fire-emergency.
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25. Emergency and after hours contact

After hours contact for all booking issues can be made by telephoning Jon Anderson or David Gittings, telephone numbers on front door.

Please be aware in the event of an issue impacting your booking, failure to contact the after hours service will render you unable to make any such claim for reimbursement on hire charges as we have not been afforded the opportunity to rectify the problem at the time.

26. Breaches

We reserve the right to expel person(s) or terminate the function due to any breach of condition of hire and/or misconduct by patrons.

27. Privacy

The collection and handling of personal information is carried out in accordance with our Privacy Policy. This policy is available for inspection by request or on our website (once it has been published).

28. Coronavirus Pandemic

It is the responsibility of the hirer to enforce all current government social-distancing measures among patrons attending their event. The TIA accepts no responsibility for any breach of the above and will report any known instances to the relevant authorities. Failure to comply will also result in the cancellation of future bookings.

The following conditions apply:

- Do not enter the venue if you are unwell or showing even mild flu-like symptoms.
 - Revised, current COVID maximum venue attendance must be adhered to.
 - Follow hygiene practices by thoroughly washing or sanitising hands before and after using the facilities and equipment.
 - User groups to abide by COVID-19 venue signage and all other government recommendations.
 - User groups to wipe down all areas used and shared surfaces using alcohol wipes or alcohol spray and disposable paper towel before locking up and leaving (supplied by hirer).
 - The TIA retains the right to cancel or suspend a booking at any time without penalty upon any change in government directions or in interest of public safety.
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29. Indemnity

The Hirer agrees to indemnify and keep indemnified and to hold harmless the TIA, our servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages



whatsoever which may be bought or made or claimed against it by any of them arising out of or in any way related to the granting of this licence and/or the use of the Premises.

We are not responsible for any theft, loss, damage or injury suffered by the Hirer or any guest or invitee of the Hirer, or any person entering onto the premises during the period of hire, and the hirer indemnifies the TIA in respect of all claims for loss, damage or injury caused by any person or property during the period of hire, or as a result of the use by the Hirer of the premises.

29. Zero Tolerance

Our Zero Tolerance policy includes abuse, aggression or threats made in person, over the telephone or in written communication, including on social media. The TIA considers threatening behaviour to be: Attempted or actual aggressive, threatening or physical actions made towards any member of our committee or other facility users.

On the Booking Form you will be asked to indicate that you have read, understood and agree to the Terms and Conditions as outlined above.
