



NEW ITALY COMMUNITY HALL

TERMS & CONDITIONS FOR HIRING

- 1. The Hirer is to pay the specified fee and/or bond at the time of booking the facility and no later than 7 days in advance of the use of the facility.**
- 2. Hirers who are found to be falsely stating the nature of their event may be subject to booking cancellation and forfeiture of the security bond.**
- 3. The security bond will be returned up to 7 working days after the event, provided the Terms and Conditions are adhered to, keys for the facility have been returned and no damage to the facility is reported.**
- 4. Proof of identity** in the form of a Driver's License or an alternative form of photographic ID must be provided at the time of booking. Hirers must be aged 18 years or older.
- 5. The Hirer must ensure all music and noise levels are kept at an acceptable level** (including when entering and leaving the premises), music must cease at midnight on Friday, Saturday or any day preceding a public holiday and 10pm on any other day and the facility vacated by 2 hours later. The security bond may be forfeited if complaints are received regarding excessive noise or non-adherence to these times.
- 6. Activities such as the set-up, pack-up and clean-up for an event, must be included during the booked hours** for the facility and sufficient time must be allocated within the booking for these activities.
- 7. The Hirer must ensure there is NO SMOKING inside the hall or the kitchen area.** Any persons smoking outside the building must be at least 10 metres from doors and windows of the building, preventing smoke entering the facility.
- 8. Use of smoke machines and naked flames (such as candles, camping stoves etc) is NOT permissible** within the facility.
- 9. No animals** shall be permitted in the facility except animals trained to assist people with a disability in accordance with the Companion Animals Regulation 2008. The Hirer may be granted approval to permit animals in the grounds surrounding the facility - such approval must be obtained from The New Italy Museum Inc. prior to the commencement of any event.
- 10. The Hirer must ensure the facility is left in a clean and tidy condition** before vacating the facility at the end of the time of hire. This includes sweeping the hall floor, wiping down furniture and the bar (when used). Where the kitchen is used, sweeping and mopping of the kitchen floor, wiping the bench tops, wiping the stove and other equipment, emptying and cleaning the dishwasher and removing all drinks, foodstuffs and other perishables brought onto the premises.
- 11. Hirers must remove all rubbish and bottles from the facility** at the end of the time of hire and ensure all such rubbish is taken off site for disposal.
- 12. The Hirer is responsible for setting up, clearing down and packing away all tables and chairs.** All tables and chairs must be returned to the areas from which they were taken.
- 13. The Hirer must obtain a Liquor Licence from the Office of Liquor, Gaming and Racing when alcohol is to be sold** at the facility.
- 14. The Hirer must ensure that consumption or service of alcohol will not be in breach of the Liquor Act 2017** or any other license issued thereunder.
- 15. The Hirer must provide licensed security at the facility** and/or increased bond if the event for which the Hirer is using the facility is assessed as having an increased risk to the facility or its surrounding environment.
- 16. The Hirer must follow legal guidelines for Food Handling,** if food is to be prepared or sold at the facility.

17. Hirers are responsible for turning off facility lighting, securing all windows and doors before vacating the facility at the end of the time of hire. The New Italy Museum Inc. reserves the right to recover costs from the Hirer if any damage or loss occurs as a result of failure to secure the facility.

18. The Hirer must pay any costs incurred for cleaning, repairing or replacing any part of the premises, its fixtures, fittings or equipment damaged or destroyed during the hire period. These costs will be automatically deducted from the security bond and an invoice issued to the Hirer for any costs above and beyond this figure. Hirers are encouraged to take photographic evidence of the facility pre and post hire to assist in determining the condition of the premises.

19. Access instructions are to be used by the Hirer only and not passed on to any third parties. The Hirer is to return the keys for the facility (if issued) to The New Italy Museum Inc. at the earliest opportunity on the next business day following the hire period. In the event the keys are lost, The New Italy Museum Inc. will invoice the Hirer to recover the costs of replacing keys and change of locks if required.

20. The Hirer accepts full responsibility for any loss or damage to any personal property (including money, jewellery and credit cards); and property on hire or loan, which is in the facility in connection with or because of its hire.

21. The Hirer accepts responsibility for the facility grounds and surrounding environment, as the bond also covers these areas when hiring the facility, therefore all rubbish from the function must be removed from the surrounding grounds and gardens.

22. The Hirer accepts full responsibility for damage or injuries to third parties as a result of wilful misconduct by the Hirer or persons in attendance at the facility by invitation of the Hirer.

23. The Hirer accepts responsibility for ensuring that persons in attendance at the facility not engage in illegal activities whilst at the facility and agrees to cover any remedial costs that result from such activities should they occur.

24. Incorporated associations, sporting clubs or commercial hirers, prior to hiring date, must provide a Certificate of Currency for Public Liability Insurance of \$10,000,000 as well as a policy for loss or damage to any property brought to or left at the facility. The public liability insurance policy must indemnify The New Italy Museum Inc.

25. Contractors engaged by the Hirer (i.e., decorators, entertainers, security, etc.) are required to hold public liability insurance for a minimum sum insured of \$10,000,000 as well as a policy for loss or damage to any property that they bring to the facility.

26. Cancellation fees

- a. with less than 48 hours' notice: 100% of the hire fee will be charged
- b. between 49 hours to seven days' notice: 50% of the hire fee will be charged
- c. 8 days or more: there will be a full refund.

27. The Hirer must ensure that any electrical appliance brought to the facility for use at an event (e.g. amplifiers, speakers) must comply with safety, health and noise regulations. The Hirer must also ensure that the electrical appliance has been inspected by a licensed electrician and has a current tag.

28. All hazards and/or incidents must be promptly reported to The New Italy Museum Inc. by emailing info@newitaly.org.au

29. For emergency after hours assistance please contact The New Italy Museum Inc.'s after hours bookings contact on 0497 172 741 or 0414 348 566. Please note that this service is for help with hall entry and genuine emergencies only.

BREACH OF TERMS

- Any breach of the above terms entitles The New Italy Museum Inc. to terminate the agreement and to require the immediate vacating of the facility.
- The New Italy Museum Inc. shall be entitled to apply the whole or any part of the bond to remedy any breach of this agreement and demand from the Hirer any balance owing if the bond is insufficient to meet the cost of remedy.
- The New Italy Museum Inc. shall be entitled to recover from the Hirer the cost of remedying or rectifying any breach of the agreement including legal and court costs of such recovery.