

# APPLICATION FOR ROOM HIRE

## Belconnen Community Centre



Capital  
Region  
Community  
Services

Phone: 6264 0200

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E-mail: [contact@crccs.com.au](mailto:contact@crccs.com.au)

PO Box 679, Belconnen ACT 2616

**Please complete ALL parts of this form. Incomplete forms will not be accepted.**

### 1. HIRER CONTACT DETAILS

Group Name /Organisation				A.B.N	
Applicant/Contact Name			Position Held		
Mailing Address			Suburb		Post Code
Contact details	Phone 1			Phone 2	
	Email				
Alternative Contact Person				Phone	

### 2. BOOKING DETAILS

Public Liability Insurance Cover:	Expiry Date	Copy attached
Type of group/organisation (for the purpose of centre hire charges)	Community / Not for Profit	Business / Government
Are your participants being charged a fee? If yes, please give details:		

**Please print the day(s), date(s) & booking time(s) required:**

(Please note setup & pack up time must be included in your booking time. Charges may apply for early start or overstay)

DAY of the week	Starting Date	Finishing Date	Start:	Finish:

Please select the room you require:

<b>Meeting Room 1</b> – (up to 20 people) <ul style="list-style-type: none"> <li>Whiteboard</li> <li>Kitchenette</li> </ul>	<b>Meeting Room 2</b> – (up to 40 people) <ul style="list-style-type: none"> <li>20 chairs &amp; 6 tables</li> <li>Timber floor</li> </ul>	<ul style="list-style-type: none"> <li>Data Projector</li> <li>Whiteboard</li> <li>Kitchenette</li> </ul>	<ul style="list-style-type: none"> <li>40 chairs &amp; 8 tables</li> <li>Timber floor</li> </ul>
<b>Sports Hall</b>	<b>Art Room 1</b>		
Will you be hiring during the School/Public Holidays?	School Holidays:	Public Holidays:	
Frequency	Weekly	Fortnightly	Monthly
			As required

Additional requirements:

### 3. PAYMENT / BILLING

Hire Charge Quoted	\$	per hour	\$	per day
Billing	Monthly Invoice		Payment in advance	
Total paid: \$	Receipt No.	CASH	EFT	Date:

### **CANCELLATION POLICY**

7 days' written notice is required for cancellation of a single booking and 30 days for permanent cancellation of your booking. If sufficient notice is not given the Hirer will still be charged the full amount of fees due for that booking. Cancellations must be made in writing to [contact@crccs.com.au](mailto:contact@crccs.com.au).

### 4. DECLARATION

I have read the Terms and Conditions of Hire stated overleaf and confirm that:

- I am authorised to sign on behalf of the hirer stated above; and
- I accept them for and on behalf of the hirer stated above.

Print Name

Signed:

Date:

OFFICE USE ONLY: Approved by..... Signed..... Date.....

**BELCONNEN COMMUNITY CENTRE  
TERMS & CONDITIONS OF HIRE**

**1. Definitions**

Unless the contrary intention appears, in these Hire T&C's:

- (a) **Additional Charges** means those charges referred to or describe in clause 9.
  - (b) **Approved Use** means the approved use of the Facilities the subject of a Booking as notified by us to you.
  - (c) **Booking** means a Booking Request that has been approved and accepted by us in accordance with clause 3.
  - (d) **Booking Request** means a request that you make for us to supply Facilities for hire by you.
  - (e) **Business Day** means a day except a Saturday or Sunday or other public holiday in the jurisdiction.
  - (f) **Centre Manager** includes an assistant or acting Manager and any other duly authorised or designated officer of CRCS;
  - (g) **Centre** means the 'Belconnen Community Centre' located at 23 Swanson Court, Belconnen ACT 2617;
  - (h) **Claim** means any claim, suit, action, demand, or right.
  - (i) **CRCS, we, us or our** means Capital Region Community Services Limited ACN 639 117 061.
  - (j) **Deposit** means any deposit that we require you to pay to us prior to the hire of the Facilities as notified by us.
  - (k) **Facility, Facilities** means a part of the fixtures, fittings or equipment the subject of a hiring.
  - (l) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
  - (m) **GST** has the meaning given in the GST Act.
  - (n) **Hire Charges** means the price at which we agree to hire the Facilities to you, as determined or amended by us from time to time in accordance with these T&Cs.
  - (o) **Hire Period** means the period which we have agreed to hire the Facilities to you as per the Booking, and for a permanent or reoccurring Booking means each individual period of hire the subject of that Booking.
  - (p) **Hire T&Cs** means these Terms and Conditions of Hire, and any annexures, schedules or attachments to it.
  - (q) **Hirer, you, your, etc** whether capitalised or not means the Hirer listed in the Booking request.
  - (r) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
- 2. Application of Hire T&Cs**
- (a) The terms of these Hire T&Cs apply to all Booking Requests that you make for the hire of Facilities from us.
  - (b) We may amend these Hire T&Cs at any time at our sole discretion.
  - (c) Any Booking Request you make will be deemed to be your acceptance of these Hire T&Cs, and any amendments thereof, that are current at the time of you making such Booking Request.
- 3. Making a Booking**
- (a) You may make a Booking Request at any time, by any method that we indicate we accept Booking Requests by from time to time.
  - (b) On receipt of a Booking Request we will use best endeavours to confirm that a Booking has been made if:
    - (i) the Booking Request is for an Approved Use;
    - (ii) the requested Hire Period is available; and
    - (iii) the Facility applied for will be fit for use during the Hire Period.
  - (c) Nothing in these Hire T&Cs constitutes any representation, warranty or guarantee that we will accept any request for hire, and we may accept or reject a Booking Request at our absolute discretion.
  - (d) A contract or agreement for the hire of Facilities arises when you make a Booking Request, and we provide you with written confirmation that the Booking Request has been accepted and a Booking has been made.

- (e) Once we accept a Booking Request, we will supply the Facilities in accordance with these Hire T&Cs on the terms and conditions set out in these Hire T&Cs.
- (f) Any leaflets, catalogue, price list, or other material for the Facilities that we provide to you is an invitation to treat only and not an offer by us to provide such Facilities, and any list prices may be amended at our discretion.
- (g) The Centre will remain closed on all ACT Public Holidays. Any use of the Centre on Gazetted Public Holidays (including Christmas Day and Good Friday) requires the approval of the Centre Manager. A Booking made for either day is conditional on approval being given and subject to a surcharge above the standard Hire Charges.

**4. Cancellation and Variation of Bookings**

- (a) Only the nominated contact person/s on the Booking Request may cancel or change a Booking on behalf of the Hirer.

**Variation of Bookings**

- (b) You may not vary a Booking except with our prior written agreement.
- (c) We may choose to accept any request for a variation or cancellation of a Booking at our discretion.

**Cancellation of Bookings by Hirer**

- (d) You may request that a Booking be cancelled by written notice to us.
- (e) If the Booking that you request to cancel is:
  - (i) a single booking, 7 days prior notice is required for cancellation; or
  - (ii) a permanent or reoccurring booking, 30 days' notice is required for cancellation,(the **Notice Period**).
- (f) If the cancellation request is not provided within the relevant Notice Period, we may recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.
- (g) Without limiting the generality of clause 4(f), we may recover from you as a debt due and payable:
  - (i) the full amount of Hire Charges due for that Booking; and
  - (ii) any other expenses incurred by us in relation to the Booking.

**Cancellation of Bookings by Us**

- (h) We may immediately cancel a Booking on written notice if we reasonably determine that:
  - (i) the Facility is deemed to be unfit for use during the Hire Period; or
  - (ii) we are otherwise unable to fulfil the Booking.
- (i) If we cancel a Booking in accordance with clause 4(h) we will promptly refund to you any monies paid in relation to the cancelled Booking.
- (j) Notwithstanding anything else in these Hire T&Cs, we may immediately cancel a Booking if you breach any terms of these Hire T&Cs.
- (k) If we cancel a Booking pursuant to clause 4(j), we may recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.
- (l) Without limiting the generality of clause 4(k), we may recover from you as a debt due and payable:
  - (i) the full amount of Hire Charges due for that Booking; and
  - (ii) any other expenses incurred by us in relation to the Booking.

**5. Use of Facilities**

- (a) Subject to clause 5(b), you will be entitled to exclusive use of the Facilities during the Hire Period.
- (b) The Centre Manager may enter and inspect a Facility at any time during the Hire Period that we, in our absolute discretion, determine.
- (c) You and your invitees enter and use the Facilities at your sole risk.
- (d) We make no representation or warranty as to the suitability of the Facilities for your intended use.

- (e) You are solely responsible for the administration, organisation and running of any event during the Hire Period.
- (f) Where a Facility is used for longer than the Hire Period, you will be required to pay the additional Hire Charges calculated at the relevant rate.
- (g) If a Facility other than that booked is used, you will be required to pay the appropriate Hire Charge for that Facility.

#### **Restriction on Use**

- (h) You must only use the Facilities for the Approved Use.
- (i) Without our prior written consent:
  - (i) no domestic animals may be admitted to the Centre;
  - (ii) no fixture, fittings or furnishings of the facility or the Centre may be altered, moved or removed;
  - (iii) no advertisements may be erected or displayed on or within the Centre;
  - (iv) no collection shall be taken in, or in the immediate vicinity of, the Centre;
  - (v) no game of chance, or mixed chance and skill, sweepstake or lottery shall be conducted in, or in the immediate vicinity of, the Centre; and
  - (vi) no persons shall bet or wager in, or in the immediate vicinity of the Centre.

#### **Loss and Damage to Facilities**

- (j) In the event that the Facilities become unsafe to use during the Hire Period, you must immediately:
  - (i) stop using the Facilities;
  - (ii) notify us; and
  - (iii) take all reasonable steps to prevent injury occurring to persons or property as a result of the condition of the Facility.
- (k) If the Facilities are damaged during the Hire Period, you must immediately:
  - (i) stop using the part of the Facilities containing the damage;
  - (ii) notify us; and
  - (iii) take all reasonable steps to prevent further damage.
- (l) You agree to pay to us on demand the cost of repairing or making good any damage to the Centre, the Facilities, or any party thereof arising of or incidental to your use of the Facilities, and for the loss of any equipment included in the Booking.

#### **End of Hire Period**

- (m) At the end of the Hire Period you must leave the Facilities in the same state that they were in at the commencement of the Hire Period.
- (n) Without limiting the generality of clause 5(m), at the end of the Hire Period you must:
  - (i) leave the Facilities in a clean and tidy state fit for continued use;
  - (ii) return all issued equipment to designated storage areas;
  - (iii) return all furnishings, equipment and fixtures to their original place;
  - (iv) switch off all electrical power;
  - (v) place all rubbish in the receptacles provided; and
  - (vi) ensure the Facilities are left fully secured.

#### **6. Access and Security**

- (a) You are responsible for ensuring that all instructions related to the access and security of the Facilities and the Centre are followed during the Hire Period. This includes the supervision and control of vehicles pertaining to your use of the Facilities.
- (b) If you are issued with a security access pass for the Centre for the Hire Period (**Security Pass**), you take full responsibility for maintaining the security of that pass and must follow all procedures associated with the Security Pass.
- (c) You may share the Security Pass with other members/participants of your group at your own discretion, but you will be ultimately responsible for any breach in security related to the use of the Security Pass.
- (d) You are responsible for collecting the Security Pass during the Centre's office hours.

- (e) You are responsible for providing access to your group when the Centre is locked after hours and must not, at any time, permit persons into the Centre who is not a member/ participant of your group. You are solely responsible for any disturbance or damage sustained as a result of letting unknown persons into the Centre.
- (f) We may prohibit the admission of any person(s) to the Centre at any time before or during a Hire Period at our sole discretion and without having to give a reason.

- (g) If we prohibit the admission of a person(s) in accordance with clause 6(g):
  - (i) you must not admit any such person to the Centre;
  - (ii) we may direct any such persons to leave the Centre; and
  - (iii) if any such direction is not complied with:
    - (1) we may close the Facility;
    - (2) you will be deemed to have voluntarily abandoned the Booking;
    - (3) you will not be entitled to a refund of the Deposit or Hire Charges, or any part thereof; and
    - (4) we will not be responsible for any loss or damage incurred by you as a result of the closure.

#### **7. Service Faults**

- (a) We are not responsible for any failure or fault occurring in the mechanical systems, electricity supply, lighting or public address system of the Centre during the Hire Period.

#### **8. Payment**

##### **General**

- (a) In consideration for us fulfilling a Booking you must pay to us:
  - (i) the Hire Charges for the Booking as specified in our relevant pricing schedule as in effect at the time of you making the Booking;
  - (ii) any Additional Charges; and
  - (iii) any other out of pocket expenses that we incur, or any other amounts we may charge to you pursuant to these Hire T&Cs or otherwise, arising out of us supplying the Facilities for hire, on the terms of the tax invoice provided to you by us.
- (b) We will issue you with a tax invoice for the Hire Charges.
- (c) All payments must be made by Electronic Funds Transfer to the financial institution nominated on our invoice, unless we in our absolute discretion agree to accept an alternative means of payment.

##### **Deposit Specific Terms**

- (a) Despite anything else in these Hire T&Cs, if we require you to pay a Deposit to secure the Booking.
- (b) We are not required to confirm that a Booking has been made or provide you with access to the Facilities unless or until you pay us that Deposit.

##### **Interest**

- (a) If you fail to pay to us any amounts by the date that such payment falls due, you must pay us interest calculated at 12% per annum on the outstanding amount, accruing and compounding daily.
- (b) Interest under clause 8(a) is payable on demand and continues to accrue pursuant to the terms of that clause until all such outstanding amounts (including previously accrued interest) have been paid in full.

#### **9. Additional Charges**

- (a) In addition to the Hire Charges, you agree that you are solely liable for:
  - (i) any fines imposed as a result of your use of the Facilities;
  - (ii) any costs associated with the cleaning of the Facilities of the Centre at the end of the Hire Period; and
  - (iii) where the Facilities or the Centre has become damaged during the Hire Period beyond fair wear and tear, for any reason whatsoever, the cost of repairing the Facilities or the Centre and any loss suffered by us as a result of the Facilities not being available for hire.
- (b) If you do not leave the Facilities clean at the end of the Hire Period we may require you to pay a cleaning fee.

- (c) If a security call out is required due to your use of the Facilities, including the actions of any of your invitees, during the Hire Period we may require you to pay a security fee.
- (d) If you lose or damage a Security Pass a \$20 replacement fee will be charged.

**10. Insurance**

- (a) Prior to commencement of the Hire Period the Hirer must obtain a public liability insurance policy to the value of \$10 million with a reputable insurer for the duration of the Hire Period.
- (b) You must provide us with satisfactory evidence of the insurance policy prior to the commencement of the Hire Period.
- (c) We will not be obliged to provide you with access to the Facilities during the Hire Period if you do not comply with above clauses 10(a) and 10(c).

**11. General Indemnity**

- (a) You irrevocably indemnify and keep us indemnified from all costs, expenses, loss, damage (including consequential loss) and liability (including legal or enforcement fees, on a full indemnity basis), claims or demands that we incur or suffer arising out of, or in connection with:
  - (i) you failing to comply with your obligations under these Hire T&Cs; or
  - (ii) any matter caused by an act or omission by you or your agents or invitees; or
  - (iii) our enforcement of our rights under these Hire T&Cs, regardless of whether such enforcement action is successful or not.
- (b) You must pay us all amounts we are entitled to recover from you under clause 11(a) on demand.
- (c) You release and indemnify us from all costs, expenses, loss, damage and liability whatsoever incurred or suffered by you or your invitees arising out of your use of the Facilities.

**12. Assignment**

- (a) You cannot assign or transfer the booking to any other individual or organisation.

**13. No Waiver**

- (a) A party does not waive its rights under these Hire T&Cs unless it gives written notice that it waives that right (and such waiver is limited to the instance referred to in such notice).
- (b) A right is not impaired or waived under any circumstances whatsoever.

**14. Force Majeure**

- (a) We are not liable for any loss or damage you may suffer caused by any failure by us to perform our obligations resulting from, or caused by, any fact or circumstance outside of our reasonable control, including, but not limited to:
  - (i) you failing to do something you are required to do under these Hire T&Cs;
  - (ii) strikes or lockouts;
  - (iii) pandemic;
  - (iv) fires, storms, natural disasters or other acts of God; or
  - (v) riots, war or civil commotions.
- (b) If any event, fact or circumstance occurs, to which clause 14(a)1(a) applies, we will use all reasonable endeavours to remove such event, fact or circumstance.
- (c) Clause 14(a)1(a) does not, however, require us to settle any litigation, or employment or industrial dispute, whatsoever.

**15. Severability**

- (a) If all or any part of any provision of these Hire T&Cs is invalid or

unenforceable, then:

- (i) that provision is severed from these Hire T&Cs to the extent necessary to remove the invalidity or illegality; and
- (ii) the remaining provisions of these Hire T&Cs remain valid and enforceable.

**16. Entire Agreement**

- (a) these Hire T&Cs embodies the entire agreement between the parties in relation to the subject matter of these Hire T&Cs and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.

**17. Jurisdiction**

- (a) To the extent permitted by law, these Hire T&Cs are governed by the laws of the ACT, and the Parties irrevocably submit to the jurisdiction and courts of the ACT.

**18. Notices**

- (a) All notices required or permitted to be given under these Hire T&Cs must be in writing and given by personal service, pre-paid postage, facsimile transmission or e-mail transmission at the addresses of the parties as stated in communications between us from time to time.

**19. GST**

- (a) Amounts recorded in these Hire T&Cs do not include GST unless expressly stated.
- (b) If a supply under these Hire T&Cs is subject to GST but does not include GST the recipient will:
  - (i) pay the supplier an additional amount equal to the amount of GST on the consideration at the prevailing GST rate; and
  - (ii) pay the additional amount at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- (c) The supplier will:
  - (iii) give the recipient a Tax Invoice for the additional amount when it is paid; and
  - (iv) promptly refund any overpayment made by the recipient under this clause 24 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

***The rest of this page has been left intentionally blank.***

***I have read the hiring conditions stated here and confirm that I accept them for and on behalf of the Hirer.***

**Signature** \_\_\_\_\_ / /



**Capital  
Region  
Community  
Services**

*Belconnen Community Centre is a program of Capital Region Community Services Ltd*