APPLICATION FOR HIRE
Humpy Hall

Capital Region Community Services

Phone: 6264 0200 Email: contact@crcs.com.au PO Box 679 Belconnen ACT 2617

Instructions: Complete ALL parts of this form as incomplete forms will not be accepted. Attach ALL required documentation.

Hirer Details					
Applicant/Contact			Position Held		
Group/Organisation			ABN		
Mailing Address			Suburb	Postcode	
Contact Details	Phone 1		Phone 2		
Email					
Alternative Contact			Phone		

Booking Details **IMPORTANT: Set-up and pack-up time MUST be within your booked time. Charges will apply for early start or overstay.**				
Hirer Type (tick one)	☐ Community/Not for Profit (evidence required)	☐ Business/Government		
Are your attendees being charged a fee? (tick one)	☐ Yes – provide details: ☐ No			
Describe hire activities				
Frequency (tick one)	☐ Weekly	☐ Fortnightly	☐ Monthly	☐ Casual / one-off
Including (tick applicable)	☐ Public Holidays	☐ School Holidays	Note: no bookings between 24 December and the day after the New Year's public holiday.	

Day of Week	Start Date	Finishing Date	Start Time	End time

Hire Charges and Billing (GST inclusive)			
Billing	☐ Payment in advance ie at time of booking confirmed (must be selected for casual or one-off bookings)** ☐ Direct Debit (may only be selected for weekly, fortnightly and monthly bookings) ☐ Monthly Invoice (may only be selected for weekly, fortnightly and monthly bookings where the hirer has a demonstrated positive payment history)		
Hire Charges Quoted*	**Charge/Hire Amounts**		**Notes and Required Documents**
	$	☐ per hour ☐ per half day	**Public Liability Cover** Expiry Date:

Charges and Cancellation Requirements

* **Hire Charges are billed in accordance with the current *CRCS Facility Hire Rates Schedule* that is in effect at the time of each hire date.** The Hirer is responsible for payment of all bookings whether the space is used or not. A minimum of 7 days' written notice is required for cancellation of a single booking and 30 days for permanent cancellation of ongoing/reoccurring bookings. Failure to meet notice requirements for cancellation will result in the hirer being charged the full hire charge for that booking. Cancellations must be notified in writing to contact@crcs.com.au

** Keys and access cards will not be issued for casual/one-off bookings where payment has not been made and received in full.

Declaration				
I have read the enclosed *Terms and Conditions* (Hire T&Cs) and confirm that: • I am authorised to sign on behalf of the Applicant/Group/Organisation (Hirer) detailed above; and • I accept and agree to comply with the *Hire T&Cs*, including any amendments to the *Hire T&Cs*, for and on behalf of the Hirer.				
Print Name		**Signature**		**Date**

Office Use Only						
Community/NFP evidence sighted – where identified in Hirer Type above			Checked by:		Date:	
Public Liability Insurance received and checked – no stipulated exclusions and covers hire period. Task raised as required.			Checked by:		Date:	
Hire Charges Received in full	Invoice / Receipt No:		Confirmed by:		Date:	
Direct Debit form received and issued to accounts (ongoing/reoccurring)			Confirmed by:		Date:	
Hirer Charges added to external monthly billing report (ongoing/reoccurring)			Confirmed by:		Date:	

HUMPY HALL
TERMS AND CONDITIONS OF HIRE

1) Definitions

Unless the contrary intention appears, in these Hire T&Cs:

a) **Additional Charges** means those charges referred to or described in clause 12.
b) **Application for Hire** means the written *Application for Hire Form* plus all required supporting documentation.
c) **Approved Use** means the approved use of the Facilities the subject of a Booking as notified by us to you.
d) **Booking** means an Application for Hire which has been accepted and approved in writing in accordance with clause 3.
e) **Booking Request** means a request that you make to hire Facilities from us.
f) **Business Day** means a day except a Saturday or Sunday or other ACT gazetted public holiday.
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 Ltd ACN 639 117 061.
j) **CRCS Facility Hire Rates Schedule** means document that details current hire charges and as revised from time to time.
k) **Deposit** means any deposit that we require you to pay to us prior to the hire of the Facilities as notified by us.
l) **Facilities Administration** means any employee supporting/overseeing facilities and venue hire or an authorised delegate of CRCS.
m) **Facility, Facilities** means 'Humpy Hall' located at 17 Frewin Place, Scullin ACT, including the grounds the facility is located on and all fixtures, fittings or equipment included.
n) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
o) **GST** has the meaning given in the GST Act.
p) **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 Hire T&Cs and documented in the current *CRCS Facility Hire Rates Schedule*.
q) **Hire Period** means the period which we have agreed to hire the Facilities to you per the Booking, and for a permanent or reoccurring Booking means each individual instance of hire for that Booking.
r) **Hire T&Cs** means these Terms and Conditions of Hire, and any annexures, schedules or attachments to it.
s) **Hirer, you, your, etc** whether capitalised or not means the Hirer listed on the Application for Hire.
t) **Invitee, Attendee, Participant** means a person accessing the Facilities for any purpose as the result of an invitation from the Hirer.
u) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
v) **Safety Requirements** means the safety conditions for using the Facilities as detailed in these Hire T&Cs.

2) Application of Hire T&Cs

a) The terms of these Hire T&Cs apply to all Booking Requests and Applications for Hire that you submit for the hire of Facilities from us.
b) We may amend these Hire T&Cs at any time at our sole discretion.
c) All Booking Requests and Applications for Hire you make will be deemed to be your acceptance of these Hire T&Cs, including any amendments thereof.

3) Making a Booking

a) You may make a Booking Request in writing at any time.
b) On receipt of a Booking Request, we will:
   i) use best endeavours to confirm the availability, fitness and appropriateness of the requested Facility during the requested Hire Period
   ii) provide an Application for Hire.
c) Nothing in these Hire T&Cs constitute 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 the Facilities arises when you submit a fully completed and signed Application for Hire and the required supporting documentation and have received a positive written confirmation that all requirements have been met and your Booking has been made.
e) Once we accept an Application for Hire and have confirmed your booking in writing, we will supply the Facility in accordance with these Hire T&Cs. You agree to the Facilities being hired on an "as-is" basis.
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 the Facilities, and any list prices may be amended at our discretion.
g) To be entitled to the community hire rate, the Hirer must produce proof of not-for-profit classification at the time of submitting an Application for Hire.
h) Without exception, the Facility will remain closed during the annual nominated CRCS shutdown period from 24 December through until the New Year's Day public holiday.

4) Cancellation and Variation of Bookings

a) Only the nominated contact person/s on the Application for Hire may cancel or vary a Booking on behalf of the Hirer.
b) All requests for booking variations or cancellations must be made in writing.

Variation of Bookings

c) Booking variations are not confirmed without our prior written agreement.
d) We may choose to accept or reject any request for a variation of a booking at our discretion.

Cancellation of Bookings by Hirer

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

Cancellation of Bookings by Us

j) 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.

k) If we cancel a Booking in accordance with clause 4(j) we will promptly refund to you, or credit your account, any monies paid in relation to the cancelled Booking.

l) Notwithstanding anything else in these Hire T&Cs, we may immediately cancel a Booking:
   i) if you breach any terms of these Hire T&Cs;
   ii) we believe you have provided false or misleading information to use about the nature of your Booking; or
   iii) we reasonably suspect that you will not have control of your event, activities or the number of attendees, or
   iv) if you default on, or fall into arrears for payment of your ongoing/reoccurring bookings.

m) If we cancel a Booking pursuant to clause 4(l), we may recover from you as a debt due and payable:
   i) the full amount of Hire Charges due for that Booking; and
   ii) all costs, expenses, loss or damage we incur as a result of such cancellation.

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) Facilities Administration or an authorised CRCS employee, supplier or contractor may enter or inspect the Facilities at any time during the Hire Period at our discretion.

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, or any equipment contained within the Facilities, for your intended use.

e) We do not supply consumables with the hire of the Facilities. You are solely responsible for supplying any consumables or other goods and equipment that you require during the Hire Period.

f) You are solely responsible for the administration, organisation and running of any activity/event during the Hire Period.

g) Where the Facility is used for longer than the documented Hire Period, you will be required to pay additional Hire Charges calculated at the relevant rate.

h) If a Facility other than what has been booked is used by your or your Invitees, you will be required to pay the appropriate Hire Charge for that Facility.

i) You are responsible for ensuring adequate supervision for the safety of all people associated with your hire including, but not limited to, your employees, workers, volunteers, contractors, children and young people and your Invitees.

j) You are responsible for the good order of Invitees and are required to ensure ACT noise level restrictions are complied with throughout the Hire Period. You and your Invitees are expected to be respectful of those in neighbouring properties in residential areas at all times throughout the Hire Period.

k) You agree not to exceed the occupancy limit of the Facility at any time and are responsible for maintaining clear 2 meter wide access paths to designated emergency exists and fire doors.

l) Alcohol may only be consumed in line with government legislation and regulations (such as the Liquor Act and Public Health Regulations) only by those over 18 years of age and consumption limited to within the Facility's grounds.

m) Smoking and vaping are not permitted within 15 meters of the Facility.

n) Smoke machines, sparklers or any other smoke producing item is not permitted to be used inside the Facilities.

o) Hirers are required to comply with the Environment Protection Act (1997) at all times.

Restrictions on Use

p) You must only use the Facilities for the Approved Use.

q) Without our prior written consent:
   i) no domestic animals may be admitted to the Facility;
   ii) no fixture, fittings or furnishings of the Facility may be altered, moved or removed;
   iii) no advertisements may be erected or displayed on or within the Facility;
   iv) no collection shall be taken in, or in the immediate vicinity of, the Facility;
   v) no game of chance, or mixed chance and skill, sweepstake or lottery shall be conducted in, or in the immediate vicinity of, the Facility; and
   vi) no persons shall bet or wager in, or in the immediate vicinity of the Facility; and
   vii) no nails, staples, paint, screws, tape or glues are to be used on the Facility.

r) The Facility is accessible for the time specified on the Application for Hire on each hire day without exception. Hirers must ensure that their booking includes sufficient time to set up and pack up within their stipulated start and end times. You should seek to extend your booking if you require additional time to set up and pack up.

Storage

s) Hirers with ongoing/reoccurring bookings may request a storage locker for their use for the duration of this Hire Agreement.

t) Storage lockers will be allocated upon request and where available.

u) Hirers must vacate their storage locker within 7 days of permanently cancelling their ongoing/reoccurring bookings. A failure to clear their allocated locker will result in forfeiture of all contents of the locker without further notice to the hirer.

v) Hirers must not store any items outside of their allocated locker space within the Facility.

6) Loss and Damage to Facilities

a) In the event that the Facilities becomes unsafe to use during the Hire Period, you must immediately:
   i) stop using the Facilities; and
   ii) notify us via the after hours on-call phone number; and
   iii) take all reasonable steps to prevent injury occurring to persons or property as a result of the condition of the Facility.

b) If the Facilities are damaged during the Hire Period, you must immediately:
   i) stop using the part of the Facilities containing the damage; and
   ii) notify us via the after hours on-call phone number; and
   iii) take all reasonable steps to prevent further damage and make the area safe.

c) You agree to pay to us on demand, and indemnify us against, the cost of repairing or making good any damage to 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.

7) Hazard, Incident and Injury Reporting

a) Not limiting the generality of clause 6, you must report all hazards, incidents and injuries to any person connected to your hire for the duration of the Hire Period.

b) WorkSafe reportable incident and injuries must be immediately reported to CRCS via the after hours on-call phone number.

c) All written reports including witness statements, photographic evidence etc should be submitted within 24 hours via email to contact@crcs.com.au.

8) End of Hire Period

a) At the end of the Hire Period, you must leave the Facilities in the same state it was in at the commencement of the Hire Period.

b) Without limiting the generality of clause 8(a), at the end of the Hire Period you must:

i) leave the Facilities in a clean and tidy state fit for continued use by other hirers; and

ii) return all issued equipment to designated storage areas; and

iii) completely remove all decorations and return all furniture, furnishings, equipment and fixtures to their original place; and

iv) switch off all lights, air-conditioning and portable electrical equipment (eg urn, kettle, toaster); and

v) place all rubbish in the receptables provided; and

vi) ensure the Facilities are left fully secured, including ensuring that all windows and doors are locked and the alarm system is armed as required.

9) Safety

a) You must comply with all Work Health and Safety legislation, regulations and codes of practice at all times when using the Facilities.

b) You are responsible for ensuring the provision of first aid is available for the duration of the Hire Period.

c) All trip hazards created by leads, equipment, etc. must be identified, labelled and managed. The Hirer is responsible for identifying and labelling all trip hazards as they arise.

d) You are responsible for ensuring that all instructions related to the safety, access and security of the Facilities are followed during the Hire Period.

e) You must adhere to the WHS Requirements set out in these Hire T&Cs at all times during the Hire Period. If you fail to comply with WHS legislation/regulations and the WHS Requirements set out in these Hire T&Cs we may immediately cancel your booking and recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.

Working Alone

f) For health and safety reasons, CRCS:

i) recommends that the Hirer ensures there are at least two people in attendance at all times for Hire Periods that occur during daylight hours Monday to Friday, and

ii) requires that the Hirer has at least two people in attendance for Hire Periods at all other times.

Safe and Acceptable Behaviours

g) Hirers, and any person associated with your Booking Request and/or Booking, are expected to be kind, respectful, considerate and courteous to all CRCS employees and other Centre hirers and users at all times, including when using Social Media.

h) As a condition of hiring from CRCS, Hirers and any person associated with a Booking including Invitees, will not:

i) swear, shout or make offensive remarks

ii) make verbal or physical threats

iii) attend services/supports when intoxicated with alcohol and/or drugs

iv) smoke or vape

v) damage or steal property

vi) act in a manner that is likely to cause harassment, alarm or distress to others.

i) If you breach these requirements you understand that:

i) police attendance may be requested by CRCS employees

ii) your Booking may be suspended or terminated with CRCS and you will need to seek alternate facilities and hire arrangements elsewhere.

10) Security and Access

a) You are responsible for ensuring that all instructions related to the access and security of the Facilities 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 pin-code, access pass or keys for the Facilities, you take full responsibility for maintaining their security and must follow all procedures associated with them.

c) You are responsible for collecting the pin-code, access pass or keys from Facilities Administration at the Centre during office hours.

d) Pin-codes, keys and/or security passes are not issued to casual/one-off hirers until their Hire Charges are paid in full.

e) You are responsible for providing access to your Invitees and must not, at any time, permit persons into the Facility who are 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 Facilities.

f) You may share the pin-code, access pass or keys with other members/participants of your group at your own discretion, but you are ultimately responsible for any breach in security and security costs related to the use of the pin-code, security pass or keys associated with your Booking.

g) You will be charged security call out charges whenever a security alarm is activated and/or when the building is left unsecured.

h) You will be charged for the replacement of lost security passes and keys.

i) We may prohibit the admission of any person(s) to the Facilities at any time before or during a Hire Period at our sole discretion and without having to give a reason.

j) If we prohibit the admission of a person(s) in accordance with clause 10(i):

i) you must not admit/readmit any such person to the Facility; and

ii) we may direct any such persons to leave the Facility; and

iii) if any such direction is not complied with:

- we may close the Facility; and
- you will be deemed to have voluntarily abandoned the Booking; and
- you will not be entitled to a refund of any deposit paid and/or the Hire Charges, or any part thereof; and
- we will not be responsible for any loss or damage incurred by you as a result of the closure.

11) 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 Facility during the Hire Period.

b) Do not use double-adaptors or overload power points and power-boards or piggy back electrical equipment. Call out fees for electrical faults arising from such use will be charged to you.

12) Payment

General

a) In consideration of fulfilling a Booking, you agree to pay to us:
   i) the Hire Charges for the Booking as specified in the Application for Hire and *CRCS Facility Hire Rates Schedule* that is in effect at the time of each hire date; and
   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 Facility for hire,

   on the terms of the tax invoice provided to you by us.

b) Payments may be made by cash/card at the Belconnen Community Centre reception or via 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

c) Despite anything else in these Hire T&Cs, we may require you to pay a Deposit to confirm the Booking.

d) We are not required to confirm that a Booking has been made until you pay us that Deposit.

Additional Charges

e) In addition to the Hire Charges, you agree that you are solely liable for:
   i) any fines and fees imposed as a result of your use of the Facility; and
   ii) any costs associated with the hire which may include, but is not limited to, technical support for equipment used during the Hire Period, cleaning costs, security call-outs, electrical call-outs and loss/damage of equipment/Facility; and
   iii) where the Facility has become damaged during the Hire Period beyond fair wear and tear, for any reason whatsoever, the cost of repairing the Facilities and any loss suffered by us as a result of the Facilities not being available for hire.

f) If you do not leave the Facilities clean at the end of the Hire Period we will require you to pay a cleaning charge.

g) If the Facility is left without all doors and windows being adequately secured to prevent unauthorised access and/or 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 will require you to pay the security charges or we may seek payment for any loss or damage arising as a result of the Facility being left unsecured. This includes call outs to respond to fuse or power board overload.

h) If ACT Fire and Rescue attends due to a false alarm deemed to be the fault of the Hirer during the Hire Period, we will require you to pay the attendance fee.

i) If you lose or damage a security pass and/or keys replacement costs will be charged to you.

Failure to Pay

j) 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 with interest accruing and compounding daily.

k) Interest under clause 12(j) 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.

l) Continued failure to pay invoices and/or interest on unpaid invoices will result in referral of the debt to a debt collection agency and all associated costs are the responsibility of the Hirer.

13) 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 a *Certificate of Currency* for the insurance policy:
   i) at the time of submitting your Application for Hire; and
   ii) an updated copy prior to the commencement of the hire period where your *Certificate of Currency* for insurance lapses before the final booking date; and
   iii) within 24 hours of our request to you.

c) We will not be obliged to provide you with access to the Facility during the Hire Period if you do not comply with above clauses 13(a) and 13(b).

14) General Indemnity

a) You irrevocably indemnify and keep us and our employees 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 whether directly or indirectly:
   i) you failing to comply with your obligations under these Hire T&Cs; or
   ii) any 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 14 (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.

15) Assignment

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

16) 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.

17) 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) pandemics;
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 17(a) applies, we will use all reasonable endeavours to remove such event, fact or circumstance.

c) Clause 17(a) does not, however, require us to settle any litigation, or employment or industrial dispute, whatsoever.

18) 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.

19) Entire Agreement

a) These Hire T&Cs embody 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.

20) 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.

21) Notices

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

22) 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:
i) give the recipient a Tax Invoice for the additional amount when it is paid; and
ii) promptly refund any overpayment made by the recipient under this clause 22 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

The rest of this column and page has been left intentionally blank.

I have read these Terms and Conditions of Hire and confirm that I accept them for and on behalf of the Hirer.

Signature _____

Printed Name: _____