

AGREEMENT FOR HIRE OF ST LOUIS DE MONTFORT'S COMMUNITY HALL

BETWEEN

Roman Catholic Trust Corporation of the Archdiocese of Melbourne (St Louis de Montfort's Parish) as the owner of St Louis Community Hall ("Hall"), 37 Dolphin Street, Ascendale ("the Owner")

and

The person named in the Schedule hereto as the hirer ("the Hirer")

AGREED TERMS AND CONDITIONS OF COMMUNITY CENTRE HIRE

1. St Louis de Montfort's Community Hall was built through funding from the Commonwealth Government and is available to the community to be hired for sporting, performing arts, fundraising and other activities at the discretion of the center manager.
2. The Owner agrees to allow the Hirer to occupy the St Louis de Montfort's Community Hall for the purpose of a function to be held on the hiring date set out in the Booking Form. Such permission shall be on the terms and conditions set out in this Agreement, and is given on the express understanding that neither the Hirer nor any of the Hirer's guests are permitted to enter the designated playground areas within the grounds of St Louis de Montfort's School.

Hiring Charges and Security Bond

3. Hiring charges for the use of the hall must be paid at the time of making the booking. The hiring charges will be such amount as is advised in the scale of charges.
4. If a booking is cancelled by the Hirer, within 4 weeks prior to the nominated function date, the hiring charges paid will be refunded to the Hirer except for a cancellation fee of \$50, which the Owner shall be entitled to retain.
5. Where booking is cancelled with less than fourteen (14) days notice, the hirer will forfeit half the total hire fee unless the facility is re-hired.
6. Regular bookings of a minimum of two (2) hours per session must be paid quarterly in advance.
7. A security bond of \$600/\$800 weekdays and \$1000 weekends must be deposited by way of credit card, at the time of booking. The security bond will be refunded to the Hirer in full provided no damage is done to the hall and facilities and the surrounding property is left clean and tidy. Otherwise the security bond may be applied in full or in part to make good any loss or damage or to clean the hall and remove any rubbish. Loss of keys may entail replacement of locks and this will be at the discretion of the Hall Manager and is at the liability of the Hirer.
8. If the Hirer requires regular ongoing bookings for the use of the hall, the hiring charges are to be paid by the Hirer at time intervals to be arranged with the Hall Manager. Notwithstanding any standing arrangement for the regular hiring of the hall to the Hirer, it is acknowledged that if the Hall manager notifies the Hirer of a need for a third party to use the hall on any particular date the Hall Manager may cancel the Hirer's booking for that particular date. In such an event the Hirer will not be charged a hiring charge for that date.

Hirer to Indemnify the Owner Against Liability, Loss and Claims

9. The Hirer shall be liable for, and shall indemnify the Owner against, any accident, loss, damage or injury suffered by any person using the hall or the facilities during the hiring period and any Loss, damage or injury suffered by any person on the hired premises and its surrounds.

10. The Hirer shall be liable for, and shall indemnify the Owner against, any liability, loss, claim or proceeding in respect of any loss or damage whatsoever to any property insofar as such loss or damage was sustained during the hiring period.
11. The Hirer shall be liable for, and shall indemnify the Owner against, any liability, loss, claim or proceeding whatsoever arising under any legislation or at common law in respect of personal injury to, or death of, any person arising during the hiring period.

Public Liability Insurance Held by the Hirer

12. Provided in the Booking Form are details of the Hirer's insurance policy which covers the Hirer against public liability risks anywhere in Australia. If called upon to do so by the Hall Manager, the Hirer agrees to claim under that insurance policy to seek the discharge of the Hirer's obligations under any of clauses 8, 9 or 10 above.

Hirer's Responsibility to Obtain Necessary Permits

13. It is the responsibility of the Hirer to obtain any necessary permits, including for the consumption of liquor within the hall premises and surrounds, from the relevant authorities as required for the function.
14. If requested to do so by the Hall Manager, the Hirer agrees to register the function with Victoria Police under its "Party Safe" program.
15. Alcohol is not to be served to persons under the age of 18 years. If alcohol is being served, wine and spirits are to be served in plastic cups and beer is to be in cans or plastic cups, not stubbies.

Finishing Time for Functions and Monitoring Noise Levels

16. The Hirer is responsible to ensure that their function is finished and that the hall premises and surrounds are vacated by no later than 1:30 am Friday and Saturday night, 10:30 pm on Monday –Thursday, and 10:00pm on Sunday.
17. The Hirer shall also be responsible to monitor noise levels during the function and ensure that music played at the function is not so loud as to disturb local residents. All music must be turned OFF at 11 pm. Any later than that and it may effect your bond.
18. Noise (music etc) must be contained within the requirements of the regulations administered by Environment Protection Authority (EPA) Ref: S43 3/8/89.

Smoking is Not Permitted

19. Smoking is not permitted within the Hall or in the school grounds.

Restrictions Regarding Decorations

20. Nothing is to be attached in any manner to the walls, floors, curtains or any part of the building or signs, scenery etc. Confetti, rice and glitter are also banned from being used in the community hall or on school property.

Hirer to Provide Own Toiletries and Hand Towels

21. The Hirer shall be responsible to provide such things as hand soap, toilet paper, hand towels, bin liners and any other special requirements for use at the function. These things are not supplied by the Owner.

Hirer's Responsibility to Leave Premises in a Clean and Tidy Condition

22. The Hirer shall be responsible for the following cleaning requirements:-
- a. Kitchen facilities must be left in a clean and tidy condition (kitchen floor, bench tops and sink to be washed with disinfectant).
 - b. No food or drink may be left in the hall.
 - c. Tables, trestles and chairs to be wiped clean and stacked in the storage room.
 - d. All rubbish to be removed from premises and placed in provided dumper bins outside the hall. (Including bottles)
 - e. Toilets and floors to be washed with disinfectant.
 - f. All equipment brought into the hall by the Hirer for the function must be removed after the function has concluded.
 - g. The Hirer must report any damage caused to the Hall Manager.
 - h. The Hirer is responsible for any equipment left at the hall after the function.
 - i. The premises should be ready for inspection by 8:30 am on the day following the function, unless otherwise arranged with the Hall Manager.

Hirer's Responsibility for Care of Gymnasium Floor

23. The Hirer shall observe the following requirements in relation to care of the gymnasium floor:
- a. For all sporting activities only approved shoes or bare feet are allowed
 - b. For all other functions only soft soled shoes are permitted (no stilettos or high heels).
 - c. Equipment and mats MUST NOT be dragged over the floor surface. All equipment and mats must be carefully lifted and placed on the floor.
 - d. The gym floor MUST be swept with the orange scissor mop provided prior to using the gym. The grit collected must be removed using the dustpan and broom provided. The floor will need to be mopped with soap water if there has been spillage.

Return of Keys to the Booking Officer

24. Hall key needs to be collected and returned to the Hall Manager at a negotiated time between the parties. This return time must be strictly adhered to otherwise the deposit will be forfeited.

Responsibility for Damage / Behaviour

25. Damage to floors, walls or any other part of the building or any furniture or fittings must be reported by the hirer within 24 hours and the cost of repairs will be borne in full by the hirer.
26. Any person using insulting language or disorderly behavior must be removed from the building by the hirer or person nominated 'in charge'.

Parking on School Grounds

27. Hall patron's cars must be parked in the car parks provided and not on grassed areas in the school grounds. Parking in local streets must not contravene any local council bylaws.

Exclusion of Owner's Liability

28. The Owner accepts no responsibility for any private property left upon the hall premises or its surrounds.

Resolving Disputes

29. Should there be any unresolved disputes concerning this agreement, they may be referred by either party to the principal of St Louis de Montfort's Catholic School, Aspendale or the Parish Priest of St Louis de Montfort's Catholic Church, Aspendale whose decision shall be accepted by both parties as final and binding.

SUMMARY OF HIRE CONDITIONS

1. An official booking form must be completed and signed by both parties.
2. Bond deposit and hire charges must be paid upon booking.
3. Cancellation within 4 weeks incurs a \$100 fee and cancellation within 14 days incurs 50% of hire fees unless date rebooked.
4. If any damage takes place to the floors and buildings, its contents or the surrounding building or grounds, the cost of damage shall be taken from the bond deposit or if this is insufficient to meet the cost of such damage, the balance of the amount shall be paid by the hirer upon request
5. No smoking permitted in hall or school grounds
6. Alcohol can only be served where a permit has been provided. Plastic glasses or cans only.
7. The hirer is required to take out their own Public Liability Insurance for the event.
8. No decorations to be attached to walls, floors, curtains or any part of the building or signs, scenery, etc. No confetti, rice or glitter allowed.
9. No disorderly or offensive behavior is permitted in the hall or on school property.
10. The hirer shall leave the hall and surround in a clean and tidy state. Extra cleaning charges will be added to the hirer's account if the hall is left in an unacceptable state.

FACILITIES

St Louis Community Hall can serve a variety of uses from gymnasium, basketball, netball and other sports to full theatre presentations and large functions.

GENERAL:

Entrance Foyer and Office.
Domestic kitchen.
Internal Female, Male and Disabled Toilets.
Change rooms
Side driveway access for bands and deliveries.

FUNCTIONS:

Total capacity of the Hall is 800 people.
Domestic kitchen with cooking facilities.

THEATRE:

Elevated performance stage.
Stage dimensions: 24.5 meters x 6.5 meters.
Sound System with fixed and radio microphones.
Stage Lighting and curtains.

GYMNASIUM:

Full-size Indoor Basketball, Netball, Volleyball and Badminton (x 4) court.
Floorspace: 24.5 meters x 32 meters

FURNITURE:

Circular Tables (seat 8/10)
Individual chairs

Contact Catholic Church Insurances (CCI) on 9934-3000 for assistance with Public Liability Cover.

SCALE OF CHARGES

Effective from 1st February, 2017

(All charges inclusive of GST)

WEEKDAY RATES					
Times	Monday	Tuesday	Wednesday	Thursday	Bond
4:00pm – 6:00pm	\$195.00	\$195.00	\$195.00	\$195.00	\$600.00
6:00pm – 10:00pm	\$325.00	\$325.00	\$325.00	\$325.00	\$800.00
<p>Weekday rate \$85.00 per hour. Rates inclusive of GST & Standard Clean. Reduced rates for permanent bookings negotiated. Preference given to groups related to St Louis de Montfort's school community.</p>					

WEEKEND RATES				
Times	Friday	Saturday	Sunday	Bond
9:00am – 4:00pm	School Use	\$750.00	12 noon–6:00pm	\$1000.00
5:00pm – 11:30pm	\$850.00	\$1050.00		\$850.00
<p>Weekend rate \$185 per hour. Rates inclusive of GST & Standard Clean. Hall not available for permanent evening bookings over weekends.</p>				
SURCHARGES	Xmas Day / Boxing Day			\$300.00
	New Year's Eve / New Year's Day			\$500.00

SERVICE PACKAGES AVAILABLE		
Package 1	Setup Tables & Chairs Only	\$175.00
	Packup Tables & Chairs Only	\$175.00
Package 2	Full Setup & Packup	\$350.00
Package 3	Full Setup, Packup and Full Clean & Rubbish removal	\$595.00
Optional Extras	Kitchen hire	\$75.00
	General clean	\$125.00