

# VENUE HIRE AGREEMENT

## TERMS AND CONDITIONS OF HIRE

### 1 Purpose of hire:

- 1.1 Facilities are available for regular (ongoing) and casual hire by community groups, organisations including not for profit, members and the general public for organised events, at the sole discretion of the ISSC.
- 1.2 Organisations, groups or individuals hiring the venue must state the purpose for which they are hiring the facility.
- 1.3 The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other venues or residents of the community.

### 2 Age Restrictions

- 2.1 Applications from persons under the age of 18 years will not be considered by the Italian Sports and Social Club Inc (ISSC).
- 2.2 The ISSC may request proof of age documentation for the purpose of confirming an applicant eligibility with these terms and conditions.
- 2.3 Failure to produce proof of age documentation to the satisfaction of the ISSC will void the application and/or booking, and where a deposit has been paid, it shall be forfeited by the applicant.
- 2.4 The Hirer shall provide adult supervision at all times for events hosted for minors (under 18 years).

### 3 Restrictions to numbers attending:

- 3.1 An estimate of the numbers of guests attending must be included on the [Venue Hire Application Form](#). If the number of guests attending is in excess of the number of guests included on the application form, a fee may be charged ([See Schedule of Additional Charges](#)).
- 3.2 If the Hirer is aware that the number of guests attending will exceed the estimate on the [Venue Hire Application Form](#), the Hirer must notify ISSC as soon as possible.
- 3.3 Maximum capacity compliance: To satisfy fire regulations the maximum capacity for each venue is declared on the Venue Hire Application Form. Strict adherence to this capacity must be maintained. If this term is breached, a fee may be charged ([See Schedule of Additional Charges](#)).

### 4 Hire times

- 4.1 The venue is available for hire from 8am to 12 midnight.
- 4.2 The period of hire shall commence and conclude strictly at the agreed times nominated on the [Venue Hire Application Form](#).
- 4.3 Set up and pack up must be included in the times of hire.
- 4.4 The venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance ([See Schedule of Additional Charges](#)).
- 4.5 The venue is available for hire seven days a week, subject to availability. No casual or regular hire will be available from 23 December to 4 January.
- 4.6 Events must conclude and the venue must be vacated no later than midnight.

### 5 Application for hire and confirmation of booking

- 5.1 Once a [Venue Hire Application Form](#) is received, the ISSC will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on the number on the Application Form.
- 5.2 The person completing and signing the [Venue Hire Application Form](#) must provide a copy of their drivers licence or other photographic ID including the current address.

### 6 Hire costs and payment arrangement

- 6.1 The ISSC will review rates annually and provide at least four (4) weeks' notice of any rate changes.
- 6.2 If an organisation is eligible for a discounted rate based on Not-For-Profit (NFP) organisation status, an ATO Certificate must be submitted with the [Venue Hire Application Form](#).
- 6.3 Regular Hirers: payment terms of 15 business days from date of invoice. Payments are to be paid into the account on the invoice.
- 6.4 If the account remains outstanding for more than one (1) month or is not paid within the timeframe nominated in 6.3, the hire may be cancelled and the outstanding invoice will be forwarded to a debt collection agency.
- 6.5 In the event of an account remaining unpaid and being referred to a debt collection agency and/or law firm, all collection and legal demand costs will be added to the outstanding amount to be recovered.

### 7 Casual Hirers: hire costs and payment arrangements:

- 7.1 Casual Hirer is where the hire is for a one-off event or not an ongoing regular arrangement.
- 7.2 The bond payment must be received in order to confirm booking. An invoice will be sent
- 7.3 Upon confirmation of the booking, invoices for the full hire charge will be emailed to the Hirer.
- 7.4 Full hire charges must be paid within seven (7) days of receiving the invoice. If the booking is made and confirmed less

than seven (7) days prior to the hire date, full payment must be received within two (2) days of the invoice being sent. If full payment is not received within the specified time frame, the booking may be cancelled and cancellation fees will be applied (*See Schedule of Additional Charges*).

7.5 Keys to the venues will not be issued unless the hire charges are paid in full. A date and time will be provided in the confirmation email advising when to collect the keys.

## 8 Debt collection process

- 8.1 Where a Hirer has not paid by the invoice due date, the following debt collection process will apply:
- The ISSC will send correspondence to the Hirer requesting the outstanding fees be paid immediately or the hire session will be cancelled.
  - Note: if the Hirer cancels the hire session, cancellation fees will apply (*See Schedule of Additional Charges*).
  - If the fees are not paid by the due date, ISSC will cancel the hire and forward the outstanding fees to a debt collection service to commence debt collection processes.
  - In the event of a debt being referred to a debt collection agency and/or law firm, all collection and legal demand costs will be added to the outstanding amount to be recovered from the Hirer.

## 9 Cancellation of booking

- 9.1 In the event of a cancellation, the following process and charges apply. The debt recovery process will apply if fees are not paid (*See Schedule of Additional Charges*).
- 9.2 The ISSC requires a minimum of 30 days written notice (email acceptable) to cancel any booking; and
- 9.3 Cancellations received with less than 30 days' notice of the intended date of hire, will incur 100% of the hire charges.
- 9.4 Cancellations received with greater than 30 days' notice will incur a charge equivalent to 25% of the hire charge.
- 9.5 The ISSC reserves the right to refuse or cancel any booking that:
- is deemed to be unsuitable for the premises, or
  - where false or misleading information has been given, or
  - as a consequence of unacceptable behaviour.
- 9.6 The ISSC will not be held liable for any costs incurred by the Hirer as a result of cancellation of any booking.
- 9.7 If the terms and conditions of hire are breached the ISSC will provide written and/or verbal notice cancelling a booking (without advance warning if necessary) if:
- The regular Hirer neglects to pay invoiced fees within the required timeframe and cancellation fee equals 100% of hire charges.
  - The ISSC suspects that false or misleading information has been provided on the **Venue Hire Application Form**.
  - The ISSC become aware that any event, goods, or services proposed to be held or provided by the Hirer is/are objectionable, dangerous, and inappropriate for the venue, prohibited by law, or would be of detriment to the ISSC, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by the ISSC.
  - Unexpected repairs or alterations to the hire venue are underway.
  - The premises are not fit for use due to electrical or security failure, or damage.
  - Adequate evidence of insurance coverage has not been provided if required.

## 10 Key collection and return

- 10.1 **Regular Hirers:** keys will be issued to regular Hirers for the duration of their regular hire period and must be returned at the end of the regular hire period.
- 10.2 **Casual Hirers:** will be advised via email where and when to collect keys.
- 10.3 If the Hirer fails to collect the key(s) to the hire venue from The ISSC prior to their hire session, the hire session will be cancelled by the ISSC and cancellation charges will apply. (*See Schedule of Additional Charges*)
- 10.4 Keys must be returned to the ISSC within one (1) working day following the conclusion of the hiring period, between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys must be returned on the Monday following the hire. There is NO AFTER HOURS key collection or drop off service available.
- 10.5 If keys are not returned on time a fee will be deducted from the bond (*See Schedule of Additional Charges*).

## 11 Access to venue

- 11.1 Premises may only be occupied during the times specified in the **Venue Hire Application Form**. If the Hirer occupies the hire venue either before or after the agreed hire time noted on their application form, additional hire time will be charged accordingly (*See Schedule of Additional Charges*).
- 11.2 Set up and cleaning/pack up time must be included within the entry time and exit time stated on the **Venue Hire Application Form**.
- 11.3 If the venue has been hired until 12.00am (midnight) the Hirer must ensure that the premises is vacated no later than midnight.
- 11.4 All goods and equipment provided by the Hirer (including music equipment, jukeboxes, decorations, leftover food/drink etc) must be removed from the premises within the hire time period or additional charges will apply (*See Schedule of Additional Charges*).

## **12 Public liability insurance**

- 12.1 All Hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$20 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event.

## **13 Public Events**

- 13.1 A Public Event is an event which is:
- open to members of the public and/or
  - advertised to the general public and/or
  - either free to attend or has an entry cost and/or
  - aimed to sell or promote goods or services (eg. Tupperware Party)

## **14 Private Events**

- 14.1 A private event is an event which is by invitation only. For example, a birthday party.  
14.2 Private events would be adequately covered by the ISSC's Public Liability Insurance.  
14.3 \$1,000 excess is payable by the Hirer in the event of any public liability insurance claim.

## **15 General obligations of Hirer**

- 15.1 Personal belongings, food, and any other property left unattended at the venue will be at the Hirer's own risk.  
15.2 Equipment arranged by the Hirer (eg. Jukebox) must be removed from the venue by the end of the hire period. If this term is breached, a fee may be charged (See Schedule of Additional Charges).  
15.3 The Hirer must allow un-restricted access to the venue at any time by the ISSC staff or representative on official business, attending due to an emergency call out, security officers or emergency services officers.

## **16 Cleaning, setting up and packing up**

- 16.1 The premises must be left in a clean and tidy condition with floors swept and mopped, tables and chairs packed away and the kitchen cleaned and all items removed from the fridge and/or freezer. If this term is breached, a fee may be charged and deducted from the bond (See Schedule of Additional Charges).  
16.2 Set up and pack up time for furniture and decorations (and delivery of any food and beverages) must be included within the hire session time. The Hirer is responsible for the set up and pack up of furniture required by the Hirer. If this term is breached, a fee may be charged (See Schedule of Additional Charges).  
16.3 The Hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish hoppers provided and not left in the rubbish bins inside the premises. If this term is breached, a fee may be charged (See Schedule of Additional Charges).  
16.4 The Hirer is responsible for removing cigarette butts and broken or empty bottles from the surrounding outside areas of the venue. If this term is breached, a fee may be charged (See Schedule of Additional Charges).

## **17 Decorations and advertising**

- 17.1 The use of decorations is permitted on the condition they do not damage or mark any part of the building. Extreme care should be taken to ensure decorations do not present a fire hazard.  
17.2 Handbills, posters and other advertising materials are not permitted within or outside any venues without the written consent of the ISSC.  
17.3 If decorations are not removed, or should damage from decorations be caused, the cost of removal and cost of repairs will be deducted (See Schedule of Additional Charges).  
17.4 Glitter, party-poppers and smoke machines are not permitted.  
17.5 Pinning decorations to the curtains is not permitted as it likely to damage their acoustic quality.  
17.6 Events, gatherings and/or parties must not be advertised on Facebook or other media.

## **18 Food catering / barbeques**

- 18.1 Preparation of food must comply with NT Government health regulations. It is the Hirer's responsibility to know, understand and comply with those regulations.  
18.2 Preparation of food and beverages must be confined to kitchen areas. Barbeques are permitted for use outside the facility only. Barbeques are not provided for use at the venue. Hirers must provide their own barbeque. The kitchen must be left clean and tidy as per the original condition the kitchen was presented at the start of the hire session.

## **19 Smoking and alcohol**

- 19.1 Smoking is NOT permitted inside the venue.  
19.2 Alcohol consumption is permitted in accordance with ISSC's liquor licence. If Hirers provide alcohol or permit alcohol to be consumed at their event, they do so at their own risk. The sale of liquor by the Hirer is not permitted. All sale of liquor will be through the Bar at the venue.

## **20 Noise**

- 20.1 The venue is in a residential area and due consideration must be given to nearby residents. Complaints received by the ISSC from nearby residents for noise disturbances will incur an additional fee (See Schedule of Additional Charges).  
20.2 Excessive noise could incur an infringement/fine of up to \$1,000.00 for which the Hirer is liable. If this term is breached, the Hirer will be invoiced and charged for the cost of the infringement (See Schedule of Additional Charges).

- 20.3 All noise must be below 45 decibels up to 10pm. From 10pm to 12am noise levels must not exceed 40 decibels. Premises must be vacated no later than midnight.
- 20.4 Client is responsible for ensuring noise restrictions are adhered to. ISSC has the right to limit or terminate the event if breaches of noise volume are not adhered to.
- 21 Damage to property or premises**
- 21.1 'Damage' is considered as breakages that impair the value, usefulness, or normal function of the venue. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.
- 21.2 Any damage that occurs to the premises during the time of hire must be reported to the ISSC as soon as possible (*refer to 22. Emergency call-out*).
- 21.3 For any damage incurred by the Hirer or one of their invited guests, the cost of repairs arranged by the ISSC plus an additional clean up and administration fee will be deducted from the bond (*See Schedule of Additional Charges*).
- 22 Illegal activity or maximum room capacity exceeded**
- 22.1 If any activities in or around any venue instigate the attendance of the Police (during hire or thereafter), a fee will be charged. Hirers are responsible for bearing the full cost of fines/infringement notices for non-compliance of maximum room capacity (*See Schedule of Additional Charges*).
- 23 Security and safety**
- 23.1 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are responsible for the behaviour of attendees at their event at the venue.
- 23.2 The Hirer is responsible for the conduct of all attendees and children are to be adequately supervised by an adult at all times. The costs incurred for any damage caused by any person in attendance during the hire period will be the responsibility of the Hirer.
- 23.3 The Hirer must allow un-restricted access to the venue at any time by the ISSC staff on official business, security officers or emergency officers.
- 23.4 ISSC may make a determination as to whether a security officer(s) is required. ISSC will notify the Hirer when a security officer(s) is required and will form part in the cost of the hire.
- 24 Emergency call-out**
- 24.1 The ISSC does not operate after hours or on weekends. Keys must be collected during business hours, as there is no after-hours customer service available and the emergency number does not cater for this.
- 24.2 An emergency on call phone number will be provided for the Hirer to contact in case of emergency. Emergencies are classified as:
- Hirer cannot gain access to the premises (eg. key won't work or door lock broken)
  - property or building damage which requires immediate repairs (eg. window broken and needs immediate repairs to be arranged).
- 24.3 Emergency call out fee requiring attendance:
- Applicable if an emergency call out phone call is placed by the Hirer and the Hirer cannot be assisted over the phone and attendance is required. In the case where the call out was not the fault of the ISSC and/or the venue hire equipment/structure is not faulty, the Hirer will be charged an attendance fee for on-site assistance (*See Schedule of Additional Charges*).
  - Fire or Police contacted
- 24.4 Extreme Emergencies: In case of fire at premises or if Police are required to attend event, Hirers must phone 000 as first point of contact.
- 24.5 Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police or a security call out (*See Schedule of Additional Charges*).
- 25 OBLIGATIONS AFTER HIRE**
- 25.1 Cleaning and packing up
- Premises must be vacated no later than 12.00am, midnight.
  - It is the responsibility of the Hirer to ensure the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
  - If the cleaning is not to a suitable standard, the cost of engaging cleaners will be deducted from the bond (*See Schedule of Additional Charges*).
  - At the end of the hire, Hirers must ensure all items identified in the checklist have been completed.

## Hirer's checklist

Please use the below checklist to ensure compliance with the provisions of this hire agreement.

- All tables and chairs have been wiped down and stacked/stored in original position
- All decorations have been removed (including balloons, tape and adhesives, streamers, etc.)
- Any cooking equipment used has been washed and returned to storage
- Toilets have been left in a reasonable state and tidied of excessive rubbish
- All floors have been swept and mopped.
- All rubbish has been placed in external rubbish hopper bins to capacity only, or removed from the premises
- All additional items belonging to the Hirer are removed from the venue (including food and drinks, music equipment etc.). Hirers are not permitted to access the venue the following day. Additional hire charges will apply
- All air-conditioning has been turned off. Failure to turn off air conditioners/heating at completion of hire will result in a fee of \$100.00 to be deducted from the bond (*See Schedule of Additional Charges*).
- All windows are closed
- All lights are turned off
- All doors are locked and secure
- Kitchen use: gas has been turned off
- Problems/Issues: report any problems to ISSC eg plumbing/bathroom/lights
- Casual Hirers: return of keys will be discussed and pre-arranged

**26 SCHEDULE OF ADDITIONAL CHARGES**

26.1 Schedule of additional charges:

- a. In the event of any of the circumstances listed in the Schedule of Additional Charges, the Hirer agrees to the bond being utilised for the associated costs or fee incurred to a maximum of \$500.00. Note, Hirers may be charged for more than one item.
- b. If the total of additional charges exceeds the bond, the Hirer will be invoiced accordingly.

Schedule of Additional Charges		
ITEM	ITEM DESCRIPTION	CHARGE INCURRED
1.	Age restrictions: Non-compliance of age restrictions	\$500.00
2.	Restrictions to numbers attending: Non-compliance of numbers in attendance.	\$500.00
3.	Restrictions to numbers attending: Non-compliance of maximum capacity of the hire venue inline with fire regulations.	\$500.00
4.	Additional time of hire of premises if Hirer uses premises before or after agreed time of hire. Additional hire time will be charged according to additional hire time used.	\$250.00 p/hr PLUS admin fee \$25.00
5.	Cancellation	\$200.00
6.	Non-return of key(s) issued to Hirer (per key)	\$100.00
7.	Replacement key: Loss of keys resulting in a call to the The ISSC emergency number and on site attendance to deliver and issue a replacement key.	\$200.00
8.	Personal belongings / food items: Hirer's personal items or hired equipment left at premises outside of agreed hire period	\$150.00
9.	Additional cleaning of venue if venue is not left in clean condition.	\$400.00
10.	Additional cleaning of kitchen if not left in a clean condition	\$70.00 p/hr
11.	Chairs / Tables not cleaned and/or packed away in correct area	\$110.00
12.	Rubbish not placed in bin hoppers provided and/or any excessive rubbish that does not fit in hoppers is not removed	\$110.00
13.	Failure to remove cigarette butts and broken/empty bottles from surrounding outside areas	\$120.00
14.	Decorations or parts thereof left at premises	\$110.00
15.	Complaints received by The ISSC from nearby residents for noise disturbances	\$100.00
16.	Fine incurred for excessive noise	\$cost of infringement
17.	Damage caused during the hire session as outlined, but not limited to: <ul style="list-style-type: none"> <li>▪ Broken window / glass</li> <li>▪ Damage to flooring</li> <li>▪ Damage to venue property / premises</li> </ul>	\$repairs as arranged by ISSC PLUS clean up fee \$150.00
18.	Illegal activity or maximum room capacity exceeded: Activities by Hirers or attendees at hire session which requires the attendance of any Emergency Services including NT Police and/or Fire Brigade. Hirers are responsible for cost of infringement for non-compliance of maximum room capacity.	\$cost of infringement from Emergency Services PLUS ISSC fee \$200.00
19.	Emergency call out fee requiring attendance: Where an emergency call out phone call is placed by the Hirer and the Hirer cannot be assisted over the phone and attendance is required, where the venue hire equipment/structure is not faulty the Hirer will be charged an attendance fee for onsite assistance.	\$150.00
20.	Hirers checklist: Air conditioning not turned off at completion of hire session	\$100.00 p/hr
21.	Reference 25. Hirers checklist: Removal and/or failure to return any ISSC property, furniture or equipment including remote controls. The ISSC will report all items of theft to police and provide Hirers details to the police to investigate.	\$300.00

## Venue Hire Agreement

Between:

**The Italian Sports and Social Club Incorporated (ABN: 42 030 031 406) of 131 Abala Road, Marrara NT 0812**  
(referred to in this document as 'ISSC'),

and

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Name

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Signature

of

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Residential address

(referred to as '**Hirer**'),

for the purpose of hiring The Italian Club venue for

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Insert purpose of hire

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on

DATED this

day of

20\_\_\_\_

In accordance with The Italian Sports and Social Club Venue Hire Agreement Terms and Conditions, and the provisions set out in the completed Venue Hire Application Form