Conditions of Hire

General
Hirers are to enter into an agreement with ACT Property Group “ACTPG” and are bound by the following conditions. Hirer’s should read them carefully before signing the Agreement to Hire, the “Agreement”.

Permission to use
ACT Property Group has total discretion to accept or decline any application. The hirer will not provide false or misleading information, or omit to provide information that will result in the application being false or misleading. Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of a booking. The hirer should not use the building for any purpose other than that specified within the “Agreement”. It is the responsibility of the hirer to see that their guests adhere to these conditions.

Where functions are attended by persons under the age of 18 years, the hirer will be the person responsible for actively supervising the function. The person completing the booking form is subject to these terms and conditions. The hiring may not be assigned or transferred to any other person, persons or organisation without prior written permission of ACT Property Group. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times.

Tents or marquees may not be erected without the written permission of ACT Property Group.

No animals except “service dogs” may be admitted to the venue except with prior arrangement.

Refundable Security Bond
The bond is fully refundable subject to any damages, cleaning, overstay of hire period, theft, misuse or vandalism of property. The bond is held by ACT Property Group as a guarantee of compliance. Once the full compliance with the Conditions of Hire has been confirmed, repayment of the bond will typically occur within 6 weeks of the hire period.

Any damage caused by the hirer may result in a deduction of the bond and be advised in writing. Where possible photos with evidence will be provided. The hirer will be liable for all costs incurred for damages and repairs that exceed the amount of the bond. Should the Conditions not be complied with, the bond or part thereof may be forfeited. The bond will be held by ACT Property Group until any dispute (if any should arise) has been resolved. ACTPG reserves the right to retain the bond, in full (or in part) to cover or be deducted from make good repairs or cancellation penalties.

Overstay of hire period
In special circumstances and subject to availability; hirers may request for equipment to be collected outside of the hire period. The request is to be in writing; should the ACTPG approval. If written approval has not been granted, overstay of hire period charges will apply, these charges will be at the discretion of ACT Property Group.

Hire Period
Daily hire period is: 9am - 11pm. The hire period shall include access to the venue for all set up and take down requirements.

If the hirer fails to vacate the venue after the conclusion of the hire, they shall pay ACT Property Group upon demand, additional charges at current rates.

Fees and other associated costs
Are displayed on the fee schedule page.
**Venue Occupancy**
The hirer agrees not to allow this occupancy limit to be breached at any time, and is personally responsible for the enforcement of the occupancy limit during the term of the agreement. Maximum occupancy for the venue is: 100 persons.

The hirer agrees that it will, at all times, have material control and conduct of the event. If ACT Property Group reasonably suspects the hirer will not be the person with material control and conduct of the event, they reserve the right to immediately cancel any booking made and the Hirer shall forfeit any fees, charges or bonds paid. The sites have the below rated maximum occupancies.

**Cancellations on a Sliding Scale**
No monies are refundable unless the booking is cancelled in writing at least 8 weeks prior to the hire date. ACT Property Group reserve the right to deduct the cancellation fee from bond monies held. In other instances, a cancellation invoice will be provided separately if booking is cancelled before bond is paid. Should the hirer cancel their booking at any time there is a refund policy within these periods;

<table>
<thead>
<tr>
<th>Event cancelled</th>
<th>Cancellation Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 2 weeks before the event date</td>
<td>$100.00</td>
<td>100% of the hire fee will be forfeited</td>
</tr>
<tr>
<td>2 to 4 weeks before the event date</td>
<td></td>
<td>50% of the hire fee will be forfeited</td>
</tr>
<tr>
<td>4 to 6 weeks before the event date</td>
<td></td>
<td>25% of the hire fee will be forfeited</td>
</tr>
<tr>
<td>6+ weeks before event date</td>
<td></td>
<td>0% of the hire fee will be forfeited</td>
</tr>
</tbody>
</table>

ACT Property Group reserves the right to cancel bookings at any time. In such cases all monies will be repaid and ACT Property Group will not be liable to compensate the hirer or any other entity for any losses which may be suffered.

**Good Order**
The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the venue and the immediate surrounds throughout the duration of the hire.

A cleaning charge may be incurred by the hirer if the premises or immediate surrounds of venue are left in an unclean, untidy or if ACT Property Group (or their representative) deems an unacceptable state. This cleaning charge may be higher if the cleaner is required to attend on short notice, on a weekend or after normal business hours.

**Theft, Damage and Making Good on Damages**
ACT Property Group shall not be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article to the hirer by reason of any such article being lost, damaged or stolen. The hirer shall indemnify ACT Property Group against any claim by any such person, firm or corporation in respect of such article or thing.

In the event of damage occurring to any part of the venue property, furniture or equipment while it is being used, the hirer agrees to pay ACT Property Group, the cost of making good the damage (inclusive of fire equipment) and agrees to accept the decision of ACT Property Group on the extent of any such damage and to whom ACT Property Group engages to conduct the repairs.

The hirer is required to leave the venue and grounds in the same condition and repair as at the commencement of the hire. If the venue and grounds are not left in the same condition or are damaged in any way whatsoever by the hirer, guests or employees, the Hirer shall be liable to pay the cost of restoring the venue or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.
Suppliers
We have a list of suppliers who have asked to be made known to our hires. ACT Property Group is in no way associated nor has any contractual benefit for Hirer’s wishing to use their services. We cannot be held responsible for the quality or conduct of their business. The companies have simply expressed an interest in being known to our Hirers and can be viewed here: https://apps.treasury.act.gov.au/venues/suppliers.

Indemnity and Insurance
ACT Property Group undertakes no responsibility for the property of any hirer or other person.
The hirer shall indemnify and keep indemnified the ACT Government, represented through the ACT Property Group, its employees and agents against all actions, suits claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of or in connection with the use of the venue including legal costs of any such actions, suits, claims and demands, except to the extent that any death, personal injury, damage or loss of property or financial loss was caused by the negligent or unlawful act or default of the ACT Government.
The hirer shall insure against all such liability as is mentioned in subclause 12(1) in the sum or $20,000,000.00 and shall provide evidence to the manager of the currency of such insurance before the commencement of the hire.
Where individual or non-incorporated community organisation hirers have taken up the public liability insurance option as part of the hire fees, that insurance will be deemed to meet the requirements of the ACT Government in relation to this hire agreement. Information on insurance providers may be found at www.needabroker.com.au. We are unable to recommend one particular company.

** Public liability insurance for Individuals and Non-incorporated community entities
This cover is available for hirers who are individual or non-incorporated community organisations. The cover meets the requirements of the ACT Government for the hire of this facility and provides up to $20,000,000.00 public liability insurance coverage for the period of the hire including the set up and take down activities. A $1,000.00 excess is payable by the hirer covered by this insurance for any loss arising from any one event. This insurance arrangement is not available for incorporated community organisations or commercial entity hirers.

Risk Management Plan (RMP) and Security
High risk events may require the hirer to engage an ACT Government approved Security Company. ACT Property Group will advise if security arrangements are required as part of the risk management plan.
The hirer shall provide a complete guest list no less than four (4) days prior to the hire date that will be supplied to the security contractor.
ACT Property Group will advise if a risk management plan will be required for an event. Examples may include but are not limited to birthdays and after formal events. This plan shall identify the potential risks that may arise from holding an event at the venue and lists the steps the hirer will take to reduce or mitigate identified risks. The risk management plan will be reviewed and a decision made if the booking is to be accepted.
Where security has been engaged, the security contractor shall collect the keys at the event conclusion for return to ACT Property Group. Where required, the security arrangements made by ACT Property Group, on behalf of the hirer, permit the security contractor to shut down the event for any one of, but not limited to, the below scenarios:
• in the event of attendees causing ‘serious’ damage to the building itself;
• if attendees instigate and/or become involved in, violence or other anti-social behaviour;
• if those under 18 years of age are being served or consuming alcohol;
• attendee number exceeds the capacity of the building or is beyond reasonable control of security.

ACT Property Group security contractors check the premises routinely. However, should it be necessary for them to take action due to late closure or noise levels on the premises or surrounds, this may forfeit the security bond held. Should security or any ACT Property Group staff member be required to attend the premises for any reason in relation to the function, a callout fee (payable by the hirer) may be charged.
Alcohol and Licences
Hirers are to comply with the provisions of all Legislation and Regulations such as the Liquor Act and Public Health Regulations, in place at the time of hire.

The consumption of alcoholic beverages is limited to within the venue precinct. No guest is authorised to leave the event with an open bottle of drink. Consumption of such beverages in cars, driveways and other areas is a violation of the venue Conditions of Hire and therefore prohibited.

Where alcohol/food is to be sold at a function, the hirer must obtain the required Licence(s) for the event date(s) and shall supply the Booking Officer with a copy of the License(s) before the function.

The party entering into the hire consents to prohibiting the provision, sale or supply or any alcohol to those under the age of 18 at events within the venue. A letter of support towards your ‘liquor permit’ application can be supplied upon request.

If food it to be sold at the venue, a food permit may be required. Please contact ACT Health – Health Protection Service to verify if any permits may be required.

Cleaning Equipment
Some basic cleaning equipment has been provided. The items are in a locked cupboard and it is expected the Hirer will ensure the materials remain secure throughout their hire period.

Market Organisers
Your Public Liability Insurance will need to state that you are the principal organiser of the (describe event) at the (nominate venue). The policy is to cover all public areas and to the value of $20 million. Stallholders will hold their own Insurance and it is the Hirer’s responsibility to ensure they do so.

Additional Equipment
All equipment brought in by the hirer must have a current compliance tag.

Asset Works
ACT Property Group may, at times be required to complete upgrades or maintenance work on the building. These works are sometimes known in advance. Where possible, ACT Property Group will endeavour to provide adequate notice of any disruption to the hirer. The Hirer agrees to the venue being taken on ‘as is’ basis on the event date.

Service Faults
ACT Property Group accepts no liability to compensate the hirer for any loss, which may be suffered through any failure in the appliances, lighting or other service in the venue. Without limiting the exclusion of liability, ACT Property Group will use its best endeavours to rectify any such failures as soon as possible after having been notified from the hirer of the failure.

Instruction and Access
ACT Property Group or an authorised representative (including the Australian Federal Police (AFP), ACT Fire Brigade or approved Security Company) shall be entitled to unrestricted access to any part of the building during the hire. Any instruction given by an authorised representative to any person admitted by the hirer shall be obeyed.

Australian Federal Police (AFP)
As a matter of course, ACT Property Group provides the Australian Federal Police (AFP) with information on events being held in our facilities. Information may include the name and contact details of event organisers.
## Fee Schedule

<table>
<thead>
<tr>
<th>Private Event / Government Daily Rate</th>
<th>Private Event / Government Hourly Rate (min 6 hours)</th>
<th>Community Daily Rate</th>
<th>Community Hourly Rate (min 6 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Friday</td>
<td>$400.00</td>
<td>$60.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Saturday - Sunday &amp; Public Holidays</td>
<td>$550.00</td>
<td></td>
<td>$450.00</td>
</tr>
<tr>
<td>Full Weekend (Fri-Sun)</td>
<td>$1,300.00</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Full Week (7 days)</td>
<td>$2,900.00</td>
<td></td>
<td>$2,200.00</td>
</tr>
</tbody>
</table>

### Refundable Security Bond

- **$300.00**
- The refundable security bond payment is required within 14 days of receipt of a completed Agreement to Hire. Until payment is received the booking is not confirmed.

### Public Liability Insurance

- **$150.00**
- For individuals and non-incorporated community entities (Conditions Apply, see Section INDEMNITY AND INSURANCE)

### Administration Fee

- **$100.00**
- If bookings are cancelled after confirmation and payment of bond

### On Call Fee

- At Cost
- Calls to the Response Centre for hirer responsible works, for example: power overload at fault of hirer

### Additional Inspection

- **$100.00**
- Additional inspections/orientations (In excess of 3 included)

### BBQ Cleaning Cost

- **$50.00**
- To be deducted from the Refundable Security Bond if the BBQ is used during the hire period
Yarramundi Cultural Centre | Booking Form

<table>
<thead>
<tr>
<th>Organisation/Entity name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN / ACN:</td>
<td></td>
</tr>
<tr>
<td>Event Information website (if you would like your public event details shared on our social media channels)</td>
<td></td>
</tr>
<tr>
<td>Contact name:</td>
<td></td>
</tr>
<tr>
<td>Phone (work):</td>
<td></td>
</tr>
<tr>
<td>Phone (mobile):</td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
</tr>
<tr>
<td>Postal address (include post code):</td>
<td></td>
</tr>
<tr>
<td>Physical address (if different to postal):</td>
<td></td>
</tr>
<tr>
<td>Event type: e.g. wedding, festival, birthday</td>
<td></td>
</tr>
<tr>
<td>Approximate number of attendees:</td>
<td></td>
</tr>
<tr>
<td>Event date(s) (date range if applicable):</td>
<td></td>
</tr>
<tr>
<td>Entry time to the venue on hire (or first) date:</td>
<td></td>
</tr>
<tr>
<td>Exit time from venue on hire (or final) date:</td>
<td></td>
</tr>
<tr>
<td>If keys are stored on-site, I agree to ensure they are returned to the key box at the conclusion of the hire (please circle).</td>
<td>Yes</td>
</tr>
<tr>
<td>Hire category (Please circle) For community groups; a certificate of incorporation or not for profit registration must be provided.</td>
<td>Community Commercial/Private</td>
</tr>
<tr>
<td>Liquor on the premise (please circle): Sale (Permit Required) Supply / Consumption</td>
<td></td>
</tr>
</tbody>
</table>

**Public Liability Insurance:**
Please note that a copy of your insurance certificate is to be provided prior to your hire.

| Public liability insurer: |  |
| Policy expiry date: |  |
| Individuals and Non-Incorporated Community Entities Insurance, offered by ACT Property Group required (fee applies); please circle to opt in. | Yes (Eligibility conditions apply) |

I have read and acknowledge the Conditions of Hire for the Hall agree to meet the conditions therein.

| Signature of Hirer: |  |
| Date: |  |