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# Mackie Road Neighbourhood House Room Private Rental Agreement Application Form

Date of Request:

Name of Individual:

Address:

Contact	phone	number	<b>S</b>	):
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Email address:

Room:

Date/s of Hiring (Room Rental Period):

Day and Time of Hiring:

Maximum number of people attending your activity: .....

Please provide an overview of the activity including what is to take place during the term of hiring.



#### **Room Rental Charges**

Room	Minimum Hire Time	Rates
<ul> <li>Hall (approximately 50-100 people)</li> <li>Wooden flooring</li> <li>Trestle tables and chairs</li> <li>2 x free-standing heaters</li> <li>High windows that can open via panel</li> <li>Wall divider (space can be separated into 2 rooms)</li> <li>Roller windows opening directly to kitchen</li> <li>Multiple plug points</li> <li>Accessible toilets</li> <li>Wheelchair friendly</li> </ul>	3 hours	\$150 per 3-hour block, <i>plus</i> <i>bond, cleaning</i> <i>fee, insurance,</i> <i>and key deposit</i> *\$45.00/hr for additional time
<ul> <li>Wheelchair friendly</li> <li>Art Room (Wattle) (approximately 10 people)</li> <li>Lino flooring</li> <li>Tables and chairs</li> <li>White Board x 2</li> <li>Air-conditioning and heating</li> <li>Sink</li> <li>Opening window</li> <li>Multiple plug points</li> <li>Accessible toilets</li> <li>Wheelchair friendly</li> </ul>	2 hours	\$80 per 2-hour block, <i>plus</i> <i>bond, cleaning</i> <i>fee, insurance,</i> <i>and key deposit</i> \$35.00/hr for additional time
<ul> <li>Large/Medium Classroom (Oak/Maple) (approximately</li> <li>15-20 people) <ul> <li>Carpeted Flooring</li> <li>Tables and chairs</li> <li>White Board x 2</li> <li>Wall mounted TV</li> <li>Air-conditioning and heating</li> <li>Wall divider (space can be separated into 2 rooms)</li> <li>Multiple plug points</li> <li>Accessible toilets</li> <li>Wheelchair friendly</li> </ul> </li> </ul>	2 hours	\$80 per 2-hour block, <i>plus</i> <i>bond, cleaning</i> <i>fee, insurance,</i> <i>and key deposit</i> \$35.00/hr for additional time
<ul> <li>Kitchen (optional extra with room booking)</li> <li>Small fridge and freezer</li> <li>Dishwasher</li> <li>Gas stovetop and oven</li> <li>Sink</li> <li>Microwave</li> <li>Wall mounted hot water unit</li> <li>Multiple benches for use</li> <li>Utensils/ plates/ bowls</li> <li>Cooking pans/ trays/ pots</li> <li>Roller windows opening directly to Hall</li> </ul>	As per room booking time	\$10.00/hr

\*Private bookings will be accepted between the hours of 9am and 10pm, including set up and pack up time.



#### Bond

A bond of \$200 will be taken upon booking. This bond is non-refundable if the hired space or Wellington Reserve Centre is left in an unclean or damaged state after the hire or has not been returned to its original state. Please see sections 10-13 'Damage' for further information.

#### **Refundable Key Deposit**

For bookings outside of MRNH office hours, a key and access card will be issued. A refundable key/ card deposit of \$100 will be held until the key/ card are returned. Key/ cards must be returned in the week following the hire.

#### **Cleaning Fee**

There is a non-refundable \$50 cleaning fee for all private room hires.

#### Insurance

All private hires must purchase Hall Hirer's Insurance of \$18.00 per visit, upon booking.

I agree to these fees and payment conditions. I have read and agree to abide by the Terms and Conditions of Hiring any part of the Premises and/or Facilities of Mackie Rd Neighbourhood House.

Print Name:	Signed:
Dated:	
Office Use Only	

Application for Hire of MRNH premises and/or facilities has been approved.

Manager: ..... Date: .....

# Terms and Conditions of Hiring any part of the Premises and/or Facilities of Mackie Rd Neighbourhood House

All applicants must read and agree to abide by these Terms and Conditions.

In accordance with Monash Council regulations **GAMBLING**, **SMOKING**, **ALCOHOL AND RESTRICTED AND/OR ILLEGAL SUBSTANCES ARE NOT PERMITTED** within the grounds of Wellington Reserve, the community centre and MRNH facilities. The Hirer is responsible for ensuring their group/participants are aware of this policy.



### Introduction

The premises of Mackie Rd Neighbourhood House (MRNH) are intended primarily to accommodate the programs and services of the organisation. However, the premises are also available for use by community groups or other organisations provided that the activities of such groups or individuals wishing to hire are consistent with KNH Inc's Statement of Purpose.

All requests for use of MRNH premises and/or facilities will be assessed on an individual basis with due consideration given to consistency with our Mission and Statement of Purpose.

The Manager of MRNH is the nominated representative of the KNH Inc. Committee of Governance for the purposes of these Terms and Conditions.

Approval to hire MRNH premises and/or facilities does not mean the organisation, in any way, supports or will promote the activity/function covered by the hiring agreement.

# Applications

- 1. The request for hire of premises and/or facilities must be made, in full, on the Application Form accompanying these Terms and Conditions. Approval for hire of the premises will only be granted where a room/s and/or facilities are available.
- 2. The KNH Inc. Committee of Governance or its nominated representative has the sole discretion to approve the hire of the MRNH premises and/or facilities.

# **Hiring Charges**

- 3. Rental Fees are subject to change and are reviewed annually by the Manager.
- 4. The hiring charge, bond, cleaning fee, insurance and key deposit are to be paid in full upon booking.
- 5. Overstaying the approved period of hire will be subject to an additional charge as stated in the Application for Hire.

# Changes to Bookings

6. All requests for changes to bookings are subject to availability and must have prior approval of the Manager. Any request for changes must be made no less than 2 weeks before the hire date.

#### Cancellation of Booking

- 7. The Hire Agreement will be terminated immediately if the Hirer fails to comply with these Terms and Conditions.
- 8. The Hire Agreement may be cancelled by MRNH in the event that a community group wishes to rent the premises on a more regular basis. In these circumstances, notice of not less than 1 week will be provided to the Hirer.
- 9. Cancellations by the Hirer:
  - Up to two weeks prior to the booking: 50% of the hire charge and bond will be kept by MRNH.



• Less than one weeks' notice: Full hire charge and bond fee will be forfeited to MRNH.

Forfeited hire charges and bonds cannot be used as credits for future bookings.

# Damage

- 10. The floors, walls, curtains, shelves or any other part of the building, or any fittings, or furniture shall not be broken, or in any other way damaged.
- 11. No notice, sign, advertisement, poster, or fittings of any kind shall be erected in the building or attached to or added to the walls, doors or any other portion of the buildings, fittings, or furniture without prior consent of the Manager.
- 12. If any damage occurs to the building, its contents, the surrounding House fixtures, or grounds, the KNH Inc. Committee of Governance assessment of the damage will be taken as final, without right of appeal, and such amount will, upon request, be immediately payable by the hirer.
- 13. Misuse of the premises and/or facilities in any way will mean exclusion of the hirer of the premises in future permanently and may be reportable to the City of Monash Council and other authorities.

### Claims

- 14. The hirer shall be solely responsible for any accident, loss, damage or injury sustained by or resulting from the actions of, any person or persons attending the hirer's activity/function using any part of the MRNH premises, facilities or grounds during the currency of the hiring notwithstanding that such injury may arise from or by reason of any defect in the furniture, fittings, accessories of any kind, or building or otherwise, including any negligence or negligent act of or by the Manager, Committee of Governance, Staff or Volunteers or City of Monash or any Officer or agent of any such party. The hirer agrees to indemnify the Committee of Governance, its employees, volunteers, the Manager and any person acting on behalf of KNH Inc, against all claims and demands made or costs or expenses incurred in connection therewith.
- 15. The hirer shall call 000/ appropriate authorities in the case of a medical incident or emergency situation.
- 16. The hirer shall be solely responsible for any claim by any person of excessive noise, loud music, disturbance or nuisance by people attending the function for which MRNH is hired.

# Security

17. The hirer shall:

- Report lost key(s)/security card immediately to the MRNH office staff and submit a signed Statutory Declaration in respect of the loss.
- Forfeit the key/ card deposit to pay for replacement cost of keys/ card and/or possible replacement of locks.
- Be solely responsible for security of the rooms and/or facilities and equipment ensuring that all windows and doors are locked, and that lights and appropriate appliances are turned off on leaving the premises.
- Ensure the security system is armed when leaving.



# Limit of Hiring

- 18. It is the responsibility of the person signing as an individual or the authorised representative of the group to remain on the premises throughout the period for which it is reserved, to ensure the safety and security of attendees and the facility and to further ensure that all provisions of the hiring are followed. If due to unforeseen circumstances the above designated person is unable to be present, a new representative may be appointed. The representative will assume full responsibility under the hire agreement.
- 19. The hirer shall be entitled only to the use of and access to the particular part or parts of MRNH hired, and shall with the exception of the toilet area, ensure that no access is allowed to other sections by their agents or guests.

### 20. No access to the office is permitted under any circumstances whatsoever.

- 21. Unless otherwise agreed, all property of the hirer shall be removed at the conclusion of each session/function. This includes any foodstuffs, bottles and rubbish, whether belonging to the hirer, course participant and/or guests.
- 22. No responsibility will be taken by KNH Inc.'s employees, volunteers or Committee of Governance, for any property left on MRNH premises.
- 23. The hirer shall be held responsible for any damage occasioned through breach of these requirements by any person attending their activity/function. Such damage shall be reported to City of Monash for further action.
- 24. The hirer is solely responsible for:
  - Setting up room/s and return of all furniture and equipment as found.
  - Ensuring that all items used are cleaned.
  - Ensuring the kitchen and toilets are left in a clean state.
  - Ensuring that the floors are vacuumed and if necessary washed.
  - Ensuring the group/ participants are aware of the Gambling, Smoke Free, No Alcohol and No Restricted and/or Illegal Substances Policy.
- 25. Any children accompanying hirers must be confined to the hired area and supervised at all times.

# Nature of Usage

26. No departure from the statement submitted with the Application Form is permitted unless advised in writing in advance of the course/function to the Manager and approval is granted.

# Sub-Letting

27. Sub-letting is not permitted under any circumstance.

# Approval, Supervision and Authority

28. The hirer shall comply with any reasonable instruction given by the Manager or a member of the Committee of Governance in respect of supervision of any function or activity.

29. Prior approval must be sought from the Manager:

• To vary the arrangement of equipment and furnishings.



- To operate electrical appliances other than those provided at the premises.
- To place decorations on the premises.
- If cooking is to be carried out in a room other than the kitchen.
- If open flames or candles are to be used.
- For access to the allocated area outside of the agreed time.

### Free Access

30. Members of the Committee of Governance or the Manager are entitled at all times to access any and every part of the building/s or grounds hired.

### Disputes

31. In the event of any disputes or differences arising out of the hiring or the interpretation of these conditions, or of any matter contained herein, the Manager or a representative of the Committee of Governance has absolute authority to deal with any dispute arising from the use of MRNH premises and/or facilities and the decision shall be final.

### Declaration.

I have read and understood, and agree to abide by the above terms and conditions.

Print Name:	
Signed:	
Dated:	Contact Phone:
Email:	

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