



## **TERMS AND CONDITIONS OF HIRE**

Echidna House/Kawarren Reserve is a volunteer run community facility and relies entirely on the funds from bookings for operating expenses.

### **Facility Bookings**

The Hirer completing the booking form agreeing to the terms and conditions must be over the age of 21 years.

Hire of Echidna House and Kawarren Reserve is subject to the terms and conditions below.

General enquiry form can be used if you want to check date availability of Echidna House.

All room bookings must be made via the applicable Booking Form and email to [kawarrenechidna@gmail.com](mailto:kawarrenechidna@gmail.com)

### **Booking Period**

When making a booking, it is important to remember to include enough time for setting up and packing away, and cleaning the room afterwards. There is no designated "gap" time between bookings, so setup and pack-up time forms part of your booked timeslot. Just as you would expect the room to be vacant, neat and tidy at the time of your booking, please do the same for the people after you. Nobody is to be in the building before 8:00am or after 12 midnight, unless special permission is granted.

### **Applications**

Kawarren Recreation Reserve Committee reserves its right to accept or decline any booking and may cancel any booking that is not made according to the terms of this agreement.

The Hirer must only use Echidna House/Reserve for the use specified in the booking details or correspondence. Should the facility be used for any other purpose, the Hirer will not be able to make future bookings for the hire of Echidna House.

The Hirer shall nominate all areas of Echidna House/Reserve that they wish to use on the booking form. The Hirer will only be permitted to use the nominated areas for the nominated times for the permitted purpose.

### **Tentative Bookings**

Tentative bookings will be held for 14 days only. Your booking cannot be confirmed until your Booking application form is received. Without further notification, the Booking Officer reserves the right to cancel any unconfirmed bookings after this period.

The Hirer will receive confirmation of their booking via email once all information and if applicable deposit/full payment has been received by the Booking Officer

### **Confirmed Bookings**

A booking will not be considered confirmed until the following documentation has been provided

- A completed booking form
- Agreed to the terms and conditions via the booking form.
- Copy of your Public Liability Insurance Certificate of Currency. (Weddings only)
- Copy of your liquor license – if applicable.

### **Cancellations**

Kawarren Recreation Reserve Committee reserves its right to cancel bookings which will impact its own operational needs, cause it any risk, or otherwise concern at its own discretion and refund all monies to the Hirer. The Hirer, by signing and submitting the User Agreement, acknowledges and agrees that it will have no further claim for compensation against Kawarren Recreation Reserve Committee for any matter resulting from a cancelled booking.

Kawarren Recreation Reserve Committee may cancel the booking at any time if the Hirer does not:

- Pay the hire fee or bond in the manner prescribed in this document
- Comply with any of the terms and conditions of this document.

### ***Cancellations by Hirer***

Cancellations must be in writing and emailed to [kawarrenechidna@gmail.com](mailto:kawarrenechidna@gmail.com)

All cancellations made more than 21 days in advance will receive a full refund.

Cancellations made with less than 21 days' notice are non-refundable.

### **Payments**

#### **Echidna House – General Hire**

Payment of general hire bookings will at the discretion of the Booking Officer/Treasurer.

Payment will either be required prior to date of booking or after the event.

An invoice and payment details will be emailed to the Hirer.

#### **Echidna House – Major/Private Function**

Full payment will be required one month prior to date of hire for Major event.

An invoice and payment details will be emailed to the Hirer.

A bond MAY also be charged and payable before event (With alcohol \$600/without alcohol \$300)

The Bond will be refunded back after the Booking Officer has inspected the premises, confirmed it has been left in good order and the key has been returned after the booking. The bond may be used to cover the damage or additional cleaning requirements. Where the bond is required to cover damages or loss resulting from the hirers booking, the hirer will be notified within 21 working days of booking. If the total costs exceed the bond amount the Hirer will be invoiced and will be required to pay the balance within 21 days.

### **Access and Key**

Security Access to premises and key collection/return will be arranged with the Booking Officer.

### **Equipment**

Tables and chairs are available at no additional cost. Furniture and equipment specified and available at the time of booking will be provided. Set-up is the responsibility of the Hirer. The Hirer must ensure that furniture and equipment is returned to original locations at the end of the hire period.

### **Additional Equipment**

Hirers must seek written approval for any additional equipment which they are intending to bring onto the premises.

### **Commercial Kitchen Use**

Follow all instructions as provided in the kitchen on how to use equipment and dishwasher.

Coffee machine only available for use if a Barista is available to operate it

### **Cleaning**

The Hirer is responsible for leaving the premises and its room(s) in a clean and tidy manner.

For Major events there will be an additional cleaning charge.

All rubbish is to be placed in the external bins provided. Turn off heating/cooling/fans/lights, check windows and doors are securely closed.

### ***The Hirer must***

Rooms:

- Remove all decorations, including tape etc
- Leave tables and chairs set up neatly.
- Vacuum and/or sweep, then spot mop the floors where required.

Kitchen:

- Ensure that there is no food or drink left at facility
- Wash and put away any dishes/kitchen items you have used
- Wipe all surfaces used with cleaning clothes and cleaning solutions provided in cleaning cupboard
- Vacuum and mop floor as needed

External:

- Check external areas to ensure these are left free from litter

### **Public Liability Insurance (for Weddings)**

A copy of a Certificate of Currency for public liability insurance must be provided to the Booking Officer when booking. The policy must be in the name of the hirer and provide cover for the planned booking.

### **Release and Indemnity**

The Hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless Kawarren Recreation Reserve Committee against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former that includes:

- any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and / or occupying the facility and in all activities in connection therewith, due to any cause
- all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use
- all loss or damage to any property, buildings, equipment or materials of Echidna House/Kawarren Reserve and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use and
- all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.

In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect Echidna House/Kawarren Reserve insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies Echidna House/Kawarren Reserve to the extent that such policies are affected through any such act of commission or omission.

### **Alcohol**

If a hirer intends to sell alcohol during a booking either directly or indirectly, they must apply to the Victorian Commission for Gambling and Liquor Regulation for the appropriate liquor license.

The booking officer must receive a copy of the liquor license prior to the booking date.

By signing and submitting this form the hirer acknowledges and agrees that they are aware the service of alcohol may increase the risk of damage to the hall and that the hirer will hereby take full responsibility for rectification of any such damage which may occur both inside and outside the hall.

**Noise Levels**

The hirer agrees that level of noise should not unduly interfere with local residents and will comply with the Environmental Protection Agency Victoria. Amplified music may be permitted as part of the booking. All amplified noise (music and microphone) must cease by

- Monday to Thursday by 10 pm
- Friday by 11 pm
- Saturday and public holidays: by 11.30 pm
- Sunday by 10 pm

To help us improve the service, please don't hesitate to provide us with feedback. You can do this by contacting us at [kawarrenechidna@gmail.com](mailto:kawarrenechidna@gmail.com)