

# APPLICATION FOR HIRE OF ROOM 2008-2009

## Hire Facilities

There are two rooms for hire either as separate rooms or one large function room.

Hire is based on an hourly rate as shown below and includes chairs, tables, white-boards.

1 Room 1 \$12.00 per hour seats 40-45 people (theatre style)

2 Room 2 \$10.00 per hour seats 20-25 people (theatre style)

Any two rooms together \$18.00 per hour seats 80 people

Organisations meeting the criteria on page three will be exempt from payment. A security bond *may* be required at the rate of seven (7) hours hire.

***Please read the Conditions of Room Hire carefully, sign the hire agreement on page 8, complete the application details on page 11 and return both to the MDSI Information Officer.***

## CONDITIONS OF ROOM HIRE

For a group to receive **free** use of the rooms they must be:

1. A non-profit community organisation. This organisation is to provide a copy of it's constitution which should indicate:-
  - a. That the office bearers are elected at an annual general meeting. This meeting should be open to all members of the public.
  - b. Reflect that the organisation is established to meet the Cultural, social or Recreational needs of the community.
2. Working in partnership with MDSI (i.e. joint projects or activities)
3. A public school
4. A registered charitable organisation

**MDSI reserves the right to charge any group booking. Any group that can not satisfy the above criteria will be charged Commercial Rates as listed above.**

All hirers must be 18 years of age or over.

## **1. Refused or Cancelled Bookings**

- 1.1 MDSI expressly reserves the right to refuse to accept a Booking.
- 1.2 MDSI may cancel any booking with one month's notice. If deemed necessary MDSI may effect an immediate cancellation of any booking.
- 1.3 MDSI reserves the right to transfer any bookings if a facility is required for a public or MDSI function.
- 1.4 The MDSI will not be liable for any loss or damage in consequence of the exercising of this right.
- 1.5 In these circumstances, if considered warranted, MDSI may refund any portion of fees already paid.
- 1.6 Cancellation or changes to bookings requires two weeks notice to MDSI.

## **3. Access to the Main Office Room for Hire**

- 3.1 Normal opening hours of the centre are 9am to 5pm weekdays (excluding public holidays). Weekend access is not permitted.
- 3.2 Set up and pack up is the responsibility of the hirer
- 3.3 Persons arriving prior to the booked time may be refused access to MDSI premises and its facilities until the booked period and /or arrival of the hirer or appropriate MDSI staff.

## **4. Vacation of Premises**

- 4.1 The hirer will be responsible for ensuring that MDSI premises are vacated by the scheduled time. If the Centre is not vacated by the scheduled time, a surcharge will apply. The hirer will be charged on hourly 'overtime' rate of twice the hourly fee.
- 4.2 The hirer will be responsible for the behaviour and the quiet departure of attendees from the Centre.

## **5. Conduct**

- 5.1 The hirer is responsible for the conduct of each and every person in attendance at function / meeting and for the maintenance and preservation of goodwill generally.
- 5.2 Should it become necessary for the hirer to leave the facility during the function meeting he or she must nominate a responsible person to act on his or her behalf and identify that person to MDSI
- 5.3 Children must be supervised at all times by a responsible adult at the appropriate adult to child ratio.
- 5.4 MDSI will not permit or suffer anything to be done in the Centre, or its vicinity that is disorderly or offensive.

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## **6. Attendants**

- 6.1 Hirer's are required to provide at least one adult attendant per 50 persons attending. The attendants must be capable of maintaining order at the function.

## **7. Liability**

- 7.1 The hirer will indemnify MDSI for all loss of, or damage to property of MDSI. The hirer will also indemnify MDSI from and against any claim, demand, action, suit or proceedings that may be made or brought against MDSI or it's employees in respect of personal injury, or death of any person or loss of or damage to property whatsoever arising out of, or as a consequence of, the hirer's use of the premises.
- 7.2 All public meetings and any other activity deemed necessary will be required to hold a public liability Insurance policy for not less than \$10 million (\$10,000,000.00). This policy must be shown prior to the function. Failure to provide evidence of adequate coverage may result in the cancellation of the booking.
- 7.3 A certificate of currency of public liability must be produced at time of booking or prior to function

## **8. Smoking**

- 8.1 Smoking is not permitted within MDSI or the building.

## **9. Decorations**

- 9.1 The erection of streamers, flags, bunting or other decorations, or the erection or placing of structures in MDSI may only be carried out with the approval and under the supervision of MDSI.
- 9.2 Lighted candles or any open flames will not be permitted within MDSI or the building.
- 9.3 The hirer must remove all decorations or structures. The hirer will be responsible for any costs associated with any damage to MDSI property caused by the placement or removal of decorations or structures.

## **10. Cleaning Requirements**

- 10.1 The hirer must leave MDSI premises in a clean condition and all goods brought in by the hirer must be removed from the premises no later than the end of the booking.
- 10.2 All furniture and equipment must be returned to it's original location as per the plan on the wall, and the all crockery and cutlery must be thoroughly washed and dried.
- 10.3 The hirer will be responsible for the full cost of repair due to misuse of any MDSI equipment
- 10.4 The hirer will be liable for the costs of any cleaning arising from the booking

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10.5 Tables must be protected from damage or marking e.g. paint

## **11. Removal of Garbage**

11.1 Removal of garbage is included in the hiring fee, provided garbage is left in the bins provided, or tied plastic bags ready for collection. No loose garbage or litter is to be left in the room.

## **12. Volatile / Inflammable Goods**

12.1 Bringing into the MDSI or the use therein of volatile/inflammable material of any types is expressly prohibited. The use of barbeques, candles or any other open flame object is prohibited

## **13. Electrical and Lighting**

13.1 There must be no connection to or interference with the electrical installation, lighting, sound system or any other electrical property without the written permission of MDSI.

## **14. Loss or Damage**

14.1 The hirer is responsible for the cost of making good any damage caused to buildings, floor, furniture or fittings arising out of, and in the course of, the function or meeting. Reasonable wear and tear excepted. Water marks or stain on the carpets or other floor coverings will result in partial or complete loss of security bond.

14.2 The MDSI is not responsible for the loss or damage to any property belonging to either the hirer or any person attending the function or meeting.

14.3 Any damage caused to MDSI property will be restored by the MDSI and the cost of such restoration will be charged to the hirer. The MDSI retains the right to determine the cost of any damage or cleaning required and to retain this amount from the security bond. The security bond less any deduction shall be refunded to the hirer within twenty- eight (28) days of the hire date. Where damage exceeds the amount of the security deposit, the hirer will be charged the balance.

## **15. Alcohol**

15.1 No spirits or other alcoholic liquor will be permitted in MDSI premises and its surrounds without prior consent from MDSI.

15.2 If alcoholic liquor is to be consumed, the hirer is responsible for obtaining a liquor license from the licensing Sergeant at the Campbelltown Police Station.

## **16. Storage**

16.1 MDSI will not assume responsibility for belongings left in storage

16.2 The hirer shall not use the address of MDSI for receiving mail without prior arrangement with MDSI

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## 17. Noise

- 17.1 MDSI is located within the central business district and shares accommodation with other businesses in the building, noise within the Centre is not to exceed normal background noise level.

## 18. Administration and Security

- 18.1 Statistical information must be filled out after each use of MDSI rooms.
- 18.2 The hirer or hiring organisation who will be responsible for any damage to premises and/or property of Macarthur Diversity Services. This will include:-
- Furniture, equipment and/or room damage
  - Costs incurred for cleaning
  - Costs incurred for alarm call outs
- 18.3 Any keys **must** be returned to MDSI the day following the function unless otherwise arranged

## 19. Refreshments and Food Requirements

- 19.1 MDSI does **NOT** supply items such as tea & coffee making products, detergent or tea towels
- 19.2 Hot water is available from the small kitchenette opposite the women's toilet
- 19.3 Kitchen areas are to be left clean

**Failure to adhere to any of these conditions may result in cancellation of your booking**

## Application Form

Please use a separate booking form for each booking

Name of Group: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Day time phone: \_\_\_\_\_ Mobile \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail (1) : \_\_\_\_\_ E-mail (2) \_\_\_\_\_

### Please tick your preferred room:

Main Office Room 1  seats 40-45

Main Office Room 2  seats 20-25

Narellan Office Activity Room  seats 10-15

Jessie Thompson Building Room 2  seats 2025

Date(s) required: From: / / TO / /

Time Requested: AM - from to  
PM - from to

Anticipated number attending: \_\_\_\_\_

**Proof of currency of public liability insurance (minimum \$10 million) must be attached to this application.**

## ROOM HIRE AGREEMENT

1. MDSI reserves the right to change the hiring fees at any time. The hirer will be given one month's notice of such changes during the currency of the agreement.
2. The hirer will indemnify MDSI for all loss of or damage to property of MDSI and from and against any claim, demand, action, suit or proceedings that may be made or brought against MDSI or its employees in respect of personal injury to, or death of, any person or loss of, or damage to, property whatsoever arising out of, or as a consequence of the hirers use of the premises.
3. The hirer's signature to this application indicates his/her agreement (and that of the organisation he/she represents) to be jointly and severally liable for any damage sustained during the hours of hiring to the premises, facilities and surrounds whether inflicted by members, guests of uninvited persons.
4. Upon acceptance of this application the hirer undertakes to pay any relevant amounts applicable to the hire.
5. To confirm the booking the hirer is required to forward this signed agreement. Upon receipt MDSI will forward an invoice for the rental due which must be paid twenty-one (21) days prior to the date of the booking. Failure to pay within this time may result in the cancellation of the booking and further bookings will not be able to be made without payment in advance. MDSI reserves the right to vary this condition.
6. MDSI retains the right to determine the cost of any damage and/or extra cleaning necessary over and above that normally expected following a meeting/function.
7. Failure to comply with the requirements set out in this document will be regarded as a breach of the agreement giving MDSI the right to sue for recovery of any amount due in respect of such breach and/or to cancel any future bookings.
8. Bookings for MDSI Functions will be given priority over all other bookings.

I/we the undersigned have read and understand the conditions of using Macarthur Diversity Services Inc facilities, as set out above and agree to adhere to the agreement in this application.

Name : \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

Organisation: \_\_\_\_\_

## **EQUIPMENT HIRE**

MDSI has the following equipment for hire in conjunction with a room hire application:

Please indicate by ticking the box equipment that you would like to hire.

Data Projector (\$10.00 per half day)

Flip Chart (\$5.00 per half day)

### **Terms & Conditions**

'Equipment' means the items hired out by the Owner to the Hirer. 'Hirer' means any person who requests the Owner to hire Equipment to it, including its employees and agents.

"Owner" means Macarthur Diversity Services Inc (MDSI) and its employees. 'Terms' means these terms and conditions.

### **Terms of Payment**

The Hirer agrees to pay the Owner's hire charge and any other charges, including charges for loss, damage and repairs or any tax, GST, duty, levy, or other expenses paid or payable by the Owner. If not otherwise specified by the owner in writing all hiring charges including taxes and duties are to be paid prior to delivery of the equipment. Subsequent charges for loss, damage, repairs or other expenses are to be paid within seven days of the relevant invoice. The Hirer agrees to pay any expenses incurred or loss suffered by the Owner as a result of breach by the Hirer of its obligations pursuant to these Terms (including legal costs on a solicitor-client basis). The Hirer acknowledges and agrees that the Owner may pay a rebate, commission or other financial benefit to event organizers or like suppliers in connection with the hiring of the Equipment to the Hirer.

### **Cancellation of Booking**

MDSI may cancel the hire at any time.

### **The Hirer's Obligations**

The Hirer will bear responsibility for the Equipment hired. In accepting the Equipment the Hirer acknowledges that it has duly examined the Equipment and has satisfied itself as

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required. The Hirer acknowledges that it has not in any way relied upon the skill or judgment or any representation made by or on behalf of the Owner in respect of the Equipment, its purpose, suitability or performance. The Hirer will a) use the Equipment in a proper, safe and prudent manner and only for the purpose and capacity for which is was designed and b) ensure all Equipment is returned.

I/we the undersigned have read and understand the conditions of hire for MDSI equipment as set out above and agree to adhere to these conditions and agree to pay any damages or costs incurred while using MDSI equipment.

Hirer: .....

Signature: ..... Date: .....