



## HAMPTON PARK COMMUNITY HOUSE

Auspiced by: Hampton Park Care Group Inc. A587  
ABN 91 334 724 925

16-20 Stuart Ave,  
P.O. Box 440,  
Hampton Park 3976

Email: [office@hamptonparkch.com.au](mailto:office@hamptonparkch.com.au)

Ph: 9799 0708

### Office Use Only

Hire \$ \_\_\_\_\_ Time: \_\_\_\_\_

Bond \$500.00

Bond Rec. No. \_\_\_\_\_

Membership \$ \_\_\_\_\_

### HOUSE HIRE CONTRACT 2019

Saturday Hire Fee 8am to 6pm	\$300.00
Saturday Hire Fee 8am up to 3am next day	\$300.00 - \$20.00 per hour after 6pm until 3am (incl. Security guard drop in)
Sunday Hire Fee 8am to 6pm	\$300.00
Bond	\$500.00

NAME OF HIRER (over 25 years of age with **provided ID** e.g. Licence)

☐

ID provided

NAME OF PERSON WHO PARTY IS FOR: .....

DATE OF PROPOSED HIRE: ...../...../.....

1. I hereby apply for the hire of the above mentioned facility from 8 am to .....am/pm. Function Type e.g.: (21st / 18th christening etc.) **See sections 18 for 18<sup>th</sup> & 21<sup>st</sup> Birthdays (Non-disclosure of 18<sup>th</sup> & 21<sup>st</sup> risk will have their entire bond forfeited)**

2. I certify that I have obtained a current copy of the Conditions of Hire and undertake to comply with all of these conditions: I also acknowledge that Public Liability is part of the hire fee in relation to the hiring of the Hampton Park Community House

3. The Hirer/Hirers hereto agree to indemnify and to keep indemnified and to hold harmless the City of Casey its servants and agents and each of them and against all actions, cost, claims charges, expenses and damages whatsoever which may be brought or made or claimed against it or any of them arising out of or in any way related to the hire of the facility herein

4. I have read and accept the conditions of hire.

APPLICANT'S SIGNATURE.....DATE.....

APPLICANTS NAME (Block Letters) .....

ADDRESS.....

TELEPHONE.....Mobile .....

ESTIMATED ATTENDANCE.....

Please return this form to the Manager at the above address or hand in at the reception desk during office hours. Mon-Fri 9.00am-3.00pm Wed until 6.00pm)

## **CONDITIONS OF HIRE**

### **1. APPLICATION FOR USE**

**a.** Application for use of the house shall be: -

(i) Made to the Hampton Park Community House, stating time, date, hours of use and number of people.

(ii) Signed by the person responsible (hereinafter called "the Hirer") desiring use of the House,

(iii) **The "Responsible Person" shall be over the age of 25 years.**

**b.** Bookings are not confirmed until the "House Hire Contract" is signed and returned together with a Non refundable deposit of \$50.00 within 5 working days of the booking being made.

**c.** Written notice of cancellation must be received 30 days prior to the date booked to receive full refund less Deposit.

### **2. PERMISSION TO USE**

**a. It shall be at the discretion of the Board of Governance to refuse to let the House**

notwithstanding that the House may have been let, and that those conditions have been agreed to and signed and the hiring and other charges paid. The Board of Governance shall if it sees fit, cancel any such letting, and direct the return of all money paid to the Hirer, who then will have no claim at law or in equity for any loss or damage in consequence thereof.

**b. No Auctions or Fire Sales**

**c.** The Hirer shall only be permitted the use of the part or parts of the building hired, and use only the equipment and furniture agreed to by the Board of Governance. (External Areas including the playground out of bounds.)

**d.** Sub-letting is not permitted.

**e.** Should the house be used for any purpose other than applied for by the Hirer, the bond will be forfeited.

**f. It is the responsibility of the Hirer to see that its members and/guests understand and adhere to these conditions.**

**g.** The Hampton Park Community House reserve the right to cancel a hire if a person becomes rude and/or abusive to staff.

**Initial:** \_\_\_\_\_

### 3. **TIME ALLOCATIONS**

- a. Hire periods are from 8am until designated hire time. There is no access to the building outside these hours. **YOU CANNOT ENTER BEFORE OR AFTER THE HIRE TIMES APPROVED** (This means **NO** access for setting up the night before)
- (People are reminded that entry Before/After designated time allocation is considered “trespassing”.) Please note that the alarm system records all access to the premises.

### 4. **HIRE / BOND CHARGES**

- a. Full hire fees shall be paid in full 30 days from the date of deposit– (during office hours 9.30am-3.00pm or 6.00pm Wed)
- b. The BOND is payable on the week prior to the hire
- c. Hampton Park Community House will endeavour to return bonds within seven days but not before two working days after the hire unless deductions need to be made. Any remaining part of Bonds will then be returned as soon as any costs can be established.

### 5. **DAMAGE**

- a. The floors, walls or any other part of the building, or any fittings or furniture, shall not be broken, pierced by pins, nails or screws, or in any such manner, or in any way damaged. And no notice, sign advertisement, or scenery or fittings of any kind, shall be erected in the building or attached to or affixed to the walls, doors or any such portion of the building, fitting or furniture, without prior consent of the Board of Governance,
- b. The hirer must protect all floors from stains and damages. It is noted that the House is a “**smoke free**” environment meaning that the Hirer and/or guests must smoke outside the premises at a distance more than 10 metres away from the building as per City of Casey guidelines.
- c. If any damage takes place to the building, its contents or grounds, the bond shall be forfeited in full. If this is insufficient to meet the cost of such damage the balance shall be paid by the Hirer immediately upon receipt.
- d. Should said costs not be paid and the debt is passed on to a collection agency we reserve the right to add any additional collection costs to the outstanding debt.

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## **6. GOOD ORDER**

- a. The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the house and surroundings throughout the whole duration of the hiring.
- b. **The Hirer shall end all meetings or functions in time to allow tidying/cleaning to be carried out during the period that the premises were hired.**
- c. Further to (b) above all equipment (tables and chairs etc.) are to be returned to the original places in a clean condition. All uncarpeted Floors must be washed. All Kitchen, Reception surfaces must be wiped clean, Toilet's Cleaned, Carpets vacuumed and Bins emptied.
- d. **The hirer shall leave the house and surrounding in a clean and tidy state, and shall report to Management any damage which may occur.**
- e. Extra cleaning charges will be met by the Hirer if the House or surroundings are left in an untidy state. Or Rubbish not placed in the skip as directed.
- f. **Decorations** Only Table decorations are permitted. No blue-tac, cello tape etc are to be used on the wall or ceiling. No candles other than celebration cake candles are permitted

## **7. INSTRUCTION AND FREE ACCESS**

- a. The Board of Governance or its' authorized representative shall be entitled to free access to any part of the building during the hiring.
- b. Any instruction given by any persons named in (a) above to any person admitted by the hirer shall be obeyed,

## **8. CAR AND VEHICLE PARKING**

- a. There is ample parking in the bitumen carpark or at the back of the town square. Please do not park on any grass area surrounding the house. If using the driveway/small carpark adjacent to the rear of house, please note that the Bus garages are required to have clear access 24 hours, 7 days a week.

## **9. ELECTRICITY**

- a. The Hires upon leaving the House should ensure that all appropriate electrical switches are turned off. If any lights other than security lights are left on an additional fee will be levied against the Hirer.

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## **10. ADVERTISING**

- a. If there is to be any advertising of the function, it shall be in the name of the group or organisation which is the hirer.

**UNDER NO CIRCUMSTANCES IS THE PARTY/FUNCTION TO BE MENTIONED ON FACEBOOK OR ANY OTHER SOCIAL NETWORKING WEBSITE. 18<sup>th</sup> and 21<sup>st</sup> are to be registered with the Police.**  
**(The necessary form is attached.)**

## **11. DISPUTES**

- a. In the event of any disputes or differences arising as to the interpretation of these conditions, the decision of the Board of Governance shall be final and conclusive.

## **12. FACILITIES AVAILABLE**

- a. There are tables and chairs available to accommodate 60-80 people. The stove, dishwasher, fridge and microwave are situated in a modern style kitchen and must be cleaned by the Hirer after use.
- b. It is the responsibility of the Hirer to provide their own rubbish bags, detergent and cleaning and drying equipment.
- c. Note: there is no access to a phone.
- d. The Foyer Area is not to be used as a eating area and the reception area is 'Out of Bounds'

## **13. COLLECTION AND RETURN KEYS AND ALARM SYSTEM**

- a. The keys to the House must be collected from reception (Office hours 9am-3pm Mon-Fri and till 6pm Wednesdays. Keys and security instructions are to be left in the red drop box near the front door after the function. The House has an alarm system which **must be armed at the conclusion of the function with the code provided. Failure to arm the alarm system will result in the forfeit of \$55.00 from the bond to cover the service fee of the security firm.**

## **14. INSURANCE**

- a. There is automatic Public Liability Insurance coverage for the Hirer.
- b. The Hirer/s are not insured for personal property damage or loss under Council's or Hampton Park Care Group Inc. Own insurance arrangements and Council and Hampton Park Care Group Inc will not accept any responsibility and/or liability for any accidents/claims and/or demands arising out of the hire.

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## 15. THEFT

- a. The Board of Governance shall not be liable for any loss or damage sustained by the Hirer for any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer shall indemnify the Committee against any claim by any such person, firm or corporation in respect of such article or thing.

## 16. LIQUOR

- a. Where alcohol is to be sold at any function the Hirer must obtain a Liquor Licence and shall supply the Board of Governance with the number of the Licence before the function.

## 18. SECURITY

- a. The Board reserve the right to have a security guard patrol check drop in to ensure the function is controlled and may request proof of identification for suspected underage drinkers.
- b. **ALL 18<sup>th</sup> & 21<sup>st</sup> Birthday Parties are required to engage the services of a professional security company at their function. Proof of engagement ( a dated letterhead copy of agreement for services,) must be supplied before keys can be given out.**

## 19. GENERAL

- a. The Board of Governance reserves the right to change any of the aforementioned conditions without notice.
- b. Hiring costs are relatively inexpensive because members of the Hampton Park Care Group donate their time and energy into its upkeep and maintenance.
- c. The Hirer shall be responsible for any accident, loss damage or injury sustained by any person or persons using any part of the house or premises during the currency of the **hiring**,  
Notwithstanding that such injury arose from or by reason of any defect in the furniture, fitting, or any other accessories of any kind, and the Hirer agrees to indemnify the Board of Governance against all claims or demands made, or costs of expenses incurred in connection herewith.

**BY ORDER HAMPTON PARK CARE GROUP INC. BOARD OF GOVERNANCE**

**In the event of any problems please phone Security and they will contact a Board of Governance/Management Member. Phone; 1300 658 813**

**Initial: \_\_\_\_\_**



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**Management reserve the right to charge hirers for condition not met within the Hours Hire Contract and for any other occurrence perceived to be the detriment of the venue. The following list are charges for the most common deductions of bonds.**

<b>RATE</b>	<b>ITEM</b>
\$50.00	Chairs/Tables not cleaned and stacked properly as per floor plan
\$50.00 per hour or thereof	Additional cleaning required
\$25.00	Lights left on
\$55.00	Heater/Air Conditioning left on
Minimum \$100.00	Decorations (or part thereof) left on walls/ceiling or ceiling fans, as this is not permitted at all.
\$100.00 per hour or thereof	Function continuing after hire period.
\$100.00 per hour or thereof	Accessing building before hire period
\$55.00	Failure to arm the security system
\$55.00	Security required to attend the Centre
\$110.00	Police being called for disturbances caused by your function
\$110.00	unnecessary discharge of fire extinguisher
\$55.00	If a staff member of the Centre is required to attend.
\$55.00	If keys are not picked up or returned by the correct time.
\$25.00	If rubbish not placed in skip. (house bins are used)
\$165.00	If Carpet requires steam cleaning
\$250.00	Parking in front of/blocking access to garage's (that have " <b><u>Keep</u></b>
	<b><u>Clear Bus Access 24/7</u></b> signage)

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