



**Activate Community Inc.**  
ABN 37 944 208 890

100 Drayton Street  
Bowden, South Australia, 5007

PO Box 236  
Brompton South Australia 5007  
www.activatechurch.org.au

### Casual Hire Agreement

#### ACTIVATE CHAPEL & WELCOMING CENTRE

**100 Drayton Street Bowden**

This form is to be completed, signed and returned to Activate Community Inc. before your booking will be confirmed. Once your completed hire agreement is received an invoice will be raised for the full hire fee and bond (\$100 meeting rooms), which is due and payable prior to your hire date. **Hire Agreement will not be accepted as completed until signed, including Conditions of Hire page initialled.** Please double check that all areas are completed and that dates and times are correct.

HIRER DETAILS	
NAME OF GROUP / ORGANISATION:	
CONTACT PERSON:	
POSTAL ADDRESS:	
CONTACT NUMBER:	
EMAIL:	
BOOKING DETAILS	
ONE-OFF BOOKING   DATE OF HIRE:	
REGULAR BOOKING: <small>(eg every Tues during school term)</small>	
TIME (INC SET UP & PACK UP): _____ (AM/PM) TO _____ (AM/PM)	
NO. OF HOURS:	
TYPE OF ACTIVITY:	NO. PEOPLE ATTENDING:
ADDITIONAL INFORMATION:	

OFFICE USE ONLY						
I.D. sighted	Cert Currency	Bond Paid	Key code	Invoice	Inv Paid	Bond returned

**HIRE FEES**

	<b>FULL RATE</b>	<b>DISCOUNT RATE*</b> (REGULAR BOOKINGS / NOT-FOR-PROFITS) EMERGING COMMUNITIES PLEASE CONTACT US FOR RATES
<b>HOURLY RATE – WEEKDAY</b> Mon-Thurs between 9am – 9pm Friday between 9am – 5pm	\$60.00	\$30.00
<b>HOURLY RATE – WEEKEND</b> Friday 5pm – 10pm Saturday 9am – 10pm Sunday 2pm – 9pm	\$90.00	\$45.00
<b>DAY RATE – WEEKDAY</b> Mon -Thurs 9am – 9pm Friday 9am – 10pm	\$300.00	\$150.00
<b>DAY RATE – WEEKEND</b> Saturday 9am – 10pm	\$400.00	\$200.00

**ADDITIONAL ITEMS FOR HIRE**

- SOUND SYSTEM & AUDIO VISIUAL OPERATOR \$70.00 per hour  
*(Audio Visual System, eg microphones, data projector, can only be operated by an Activate technician)*
- KITCHEN (in adjacent Welcoming Centre building) \$100.00 per booking

**ACKNOWLEDGEMENT OF CONFIRMATION**

I/We:

- Confirm this booking and agree to be bound by the Conditions of Hire;
- Ascertain that the information provided is true and correct;
- Confirm I am over the age of 18.

NAME:

SIGNED:

DATE: / /

# Activate Chapel & Welcoming Centre Conditions of Hire

All hirers are required to enter into a written hire agreement. These conditions form part of the hire agreement.

## 1. FUNCTION DESCRIPTION

1. At the time of your booking, provide full details of booking including catering. Alcohol is not permitted to be consumed or brought onto the hire property without the permission of Management.
2. Advise of any noise that may affect other users of the centre or local residents (i.e. music, singing)
3. The Activate Management holds the right to refuse or cancel bookings they regard as unsuitable or out of keeping with Activate's values or if the venue is used for a purpose other than what has been specified on the Hire Agreement.

## 2. BOOKING

1. The Hirer must be over the age of 18 years and is not transferable.
2. The Hiring Agreement must be signed by the authorised person of the organisation hiring the venue. The nominated Hirer is responsible for the booking and all its conditions.
3. Temporary Bookings will only be valid for 7 (seven) days from receipt of booking form. The booking will be cancelled if no confirmation payment is received within 7 days.
4. Be aware of the time required for your function. Allow extra time for setting up, cleaning and packing away equipment, to your function time. These times must be followed and an extension of the time will be subject to an additional charge.
5. The Hirer is liable for any loss or damage to property of the Chapel.

## 3. INVOICING

1. On confirmation of the booking, an invoice will be raised listing fees including bond.
2. Full payment is required prior to the booked date and time.
3. Groups and Not for Profit Organisations may need to provide proof of their organisation if not known by Activate Management to be eligible for any discount available.

## 4. CANCELLATIONS

By Hirer:

1. Cancellation must be in writing and cancellation charges are as follows (excluding bond):
  - a) All cancellations are subject to a \$30 administration fee plus;
  - b) More than 10 working days' notice prior to function date 10% of total hire.
  - c) Less than 10 working days' notice prior to function date 50% of total hire.
  - d) Less than 5 working days' notice prior to function date 100% of total hire.
2. If payment has been received for hire the refund will be paid as per 4.1.

## 5. BOND PAYMENT

1. A \$100 Bond will be required as security for all bookings.
2. Bond is due and payable 7 days prior to booked event as per invoice details.
3. The Bond will be refunded in full providing no costs were incurred during hiring.
4. The Hirer is responsible for any expenses incurred by the Activate Community Inc. due to their function and will be deducted from the Bond. Should the expenses exceed the Bond, the Hirer is fully responsible and will be invoiced accordingly.

## 6. ISSUE OF KEYS / LOCK BOX

1. Keys / lock box code will be issued to Hirer for access to the Chapel and toilets.
2. Keys are collected or lock box code notified during the week prior to function.
3. This does not give the Hirer access to the Chapel outside the hours of hire. If this is required, it must be negotiated and approved at time of hire.
4. Keys must be returned at the completion of the function, to the lock box or to Management.
5. The key holder is responsible for any misplacement or loss of key and will be charged with the cost of new keys and the provision of new locks.
6. If a call out is required due to lost or misplaced keys a charge will be incurred.

## 7. SECURITY

1. Emergency Exit Doors are to be used in an emergency and must be kept clear at all times.
2. Security Guards, provided by the Hirer, may be requested at the discretion of Activate Management based on the following factors:
  - a) Type of event
  - b) High number of attendees
  - c) If function classified as a 'High Risk' event by the Activate Management.
3. The Hirer is responsible for the securing of the premises when leaving and must:
  - a) Switch off all electrical appliances, lighting and air-conditioning, fans and heaters.
  - b) Lock all windows and doors, including toilets.
  - c) Return all furniture to correct positions.
  - d) Check all bathroom taps are turned off.
  - e) Ensure toilets are clear of patrons.

## **8. MUSIC AND NOISE**

1. The times music and noise must cease are as follows:
  - a) Friday and Saturday: All noise, music to cease at 10pm. Guests to leave by 10pm.
  - b) Sunday to Thursday 9pm. Music and noise to cease by 9pm. Guests to leave by 9pm.
2. Hirers are required to respect the rights of local residents at all times.
3. Hirers should ensure all guests leave the premises promptly and quietly.
4. Failure to do so and a complaint is received, part of the Bond may be forfeited.
5. Attendance of the SA Police will result in total forfeiture of the Bond.
6. Due to separate areas being hired, noise may impact other hirers. Guests should be advised of this.

## **9. CATERING AND FOOD SAFETY**

1. Organisers of events involving the preparation and/or sale of food are required to adhere to Food Safety Standards. More information can be obtained at [www.foodstandards.gov.au](http://www.foodstandards.gov.au).
2. Do NOT dispose of cooking oil down any internal or external drains, sinks or toilets.
3. BBQ's or Spits must NOT be used close to the building as they may activate the smoke detectors.
  - a) Drop sheets must be used to avoid any grease spilling onto the lawn or pavers.
  - b) Any kitchen equipment used by the Hirer must be replaced as found.
4. Hirers must agree with Activate Management for delivery and collection of goods. Delivery and collection must occur during booked and paid hours. Costs may be incurred for storage of any items or equipment for function prior to event.

## **10. LIQUOR**

1. Where liquor will be either sold or consumed on the Chapel premises, the Hirer must provide proof of any applicable, current and valid temporary or small booth Licence.
2. Where liquor will be either sold or consumed on the premises, the hirer must nominate a Responsible Person at time of hiring.
3. Where alcohol is being sold or served by a contractor or independent person (after permission), the bar staff/contractor engaged by the hirer must provide a copy of the "Provide Responsible Service of Alcohol" Certificate of at least one person who will maintain responsibility of the serving of the alcohol.
4. Further information about requirements for Liquor Licensing can be obtained at Consumer and Business Services <https://secure.cbs.sa.gov.au/LimitedLicence/>

## **11. EQUIPMENT AND FURNITURE**

1. Hire fees do not include setting up of any seating, tables or hire equipment before or after the function. This is the responsibility of the Hirer.

2. The Hirer is responsible to return all furniture to pre-hired positions. Failure to do so will incur a cost to the Hirer deducted from the bond.

3. Hire fees do not include the provision of linen, cutlery, crockery, cookware, glassware or refreshments. These are the responsibility of the Hirer.

4. All cleaning products i.e. dishwashing liquid/powder, tea towels and garbage bags are not supplied and the responsibility of the Hirer. Additional bins/boxes for rubbish collection may be negotiated with Activate Management.

5. The Activate Management accepts NO responsibility for any equipment left on the premises by the Hirer.

6. Any Chapel equipment used by the Hirer must be returned as found. Any loss, damage or repair expenses will be the responsibility of the Hirer and deducted from the bond. Where the expense exceeds the bond, the Hirer will be invoiced accordingly.

## **12. CLEANING**

1. All chairs and other furniture returned to original position and venue must be left clean and tidy.
2. All floors swept.
3. Chairs wiped clean.
4. Immediate area outside the Chapel free from rubbish and cigarette butts.
5. Rubbish must be placed in plastic bags and deposited in wheelie bins located next to shed at the side of the car park.
6. Glass, plastic and cans to be placed in recycle bins.
7. Any spillage on the floors to be wiped immediately.
8. No food to be left on the premises.
9. All decorations to be removed. No decorations to be hung from fans.
10. All cleaning must be completed within the hire time and before securing the building.
11. Cleaning not attended to will incur a cleaning fee which will be deducted from the bond.

## **13. PARKING**

1. Please use the designated car park. As there is limited parking at the Chapel, hiring of the facility does not guarantee parking will be always available.
2. Please ensure all hirers and guest are courteous to residents, reducing noise when leaving the premises.
3. Car park gates are to be closed upon leaving the premises.

## **14. INSURANCE & INDEMNITY**

1. Hirers who are pre-approved to store property at the Activate Chapel do so at their own risk and are advised to take out contents insurance. Activate Community Inc. takes no responsibility for hirer's property left at the Activate Chapel and is not covered by Activate Community Inc's insurance policy.
2. Activate Management has the discretion to request the Hirer purchase Public Liability Insurance and provide the Management with a Certificate of Currency where activities are considered high risk.

3. Regular/permanent Hirers must have Public Liability Insurance in place during their hire period and a valid certificate of currency must be provided to Activate Community Inc. to validate. The Insurance Certificate must contain the name of the Hirer be it individual or organisation.

4. The Hirer accepts that Activate Community Inc. does not accept any claims that arise out of negligent action or omissions of the Hirer arising from the use of the Chapel.

5. The Hirer agrees to indemnify and to keep indemnified Activate Community Inc. from and against all actions, costs, claims, charges and expense whatsoever which may be brought or made or claimed against them or any of them, arising out of any Hirers negligent act or omission in relation to their hire.

#### **15. DAMAGE**

1. Hirers must respect the Chapel's property and the rights and belongings of other patrons of the Chapel. The vestry storage area is out of bounds to Hirers, as well as the top stage area. The bottom stage area may be used, but as this is a temporary stage, caution is advised when using this space.

2. No items from inside the Chapel are to be taken outside of the building.

3. All damage, breakages must be reported to the Activate Management as soon as practical during office hours. If they occur outside of office hours and effect the security or safety of the Chapel and its patrons, the Hirer must notify the Chapel's After Hours Emergency contact on 0431 120 075.

4. All loss and damage to Chapel property must be paid by the Hirer. Activate Community Inc. accepts no responsibility for loss or damage to any goods or equipment left at the Chapel prior, during, and after the hiring period.

5. All existing property, artwork, signage and fire extinguishers must remain intact and not removed.

#### **16. AUDIO VISUAL EQUIPMENT & OPERATION**

1. Under no circumstance is the Hirer or any other person permitted to operate any of the in-house audio and visual equipment. This includes the sound mixer, speakers, microphones, cables and computer equipment and data projector.

2. The Hirer may provide their own PA (speakers, microphones etc) if required.

3. When an Activate technician is booked to provide Audio and Visual operation for an event, an equipment list detailing all Audio and Visual requirements must be sent to [kerrie@activatelife.com.au](mailto:kerrie@activatelife.com.au) 7 days prior to the event date.

#### **17. EMERGENCY PROCEDURES AND POLICY**

1. Chapel's After Hours Emergency contact is Kerrie Polkinghorne, 0422 412 912.

2. In the event of an emergency:

a) Hirer is responsible for every person attending their event or activity.

b) Fire exits and equipment are to be free of chairs, tables or equipment that may obstruct use.

c) No fire alarms, hoses or extinguishers are to be interfered with. If they are used in any way Activate Management must be informed. The Hirer will be responsible for the cost of inspection, repair and/or replacement of the equipment used unnecessarily.

#### **18. GENERAL CONDITIONS**

1. Hirers must conduct and manage their function at all times in an orderly and lawful manner. They are responsible for advising and enforcing Chapel regulations.

2. Smoking is not permitted inside the Chapel or within 5m of any entrance.

3. Confetti or similar may not be used either inside or outside the Chapel. (Rose petals are permitted)

4. If candles are used on tables they must have a mat underneath them to prevent wax dripping on the table. Failure will result in a cleaning charge to remove wax.

5. Children must be supervised at all times.

6. Official assistance/guide/hearing dogs are permitted on the premises. Any other animal must have permission from the Activate Management to be on the premises.

7. The Centre is air conditioned. However, in extreme weather should it be necessary to cancel the function the cancellation policy would be at the discretion of the Activate Management.

8. The Activate Financial Advisory Board reserves the right to review the hiring fees and set any conditions deemed necessary in the operation of the Centre.

9. The centre has a maximum capacity of 120 people at any one time.

10. Please note that very occasionally Activate events may be scheduled for hire booking times, these events will get priority use of the property and hire will therefore not be available. You will be given at least 2 weeks notice of these events and will not be charged for your use during these times.