

Room Hire Terms and Conditions

IMPORTANT: Please read these Terms and Conditions carefully before booking at Elwood Neighbourhood House. Your access to and use of our facilities are conditional on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use Elwood Neighbourhood House. By accessing or using Elwood Neighbourhood House, you agree to be bound by these Terms.

Booking

- Prior to use of Elwood Neighbourhood House (the House), any interested group must complete and submit a room booking application form to the House. This form acknowledges acceptance of the 'Conditions of Hire.'
- Bookings should be made as early as possible and are subject to availability.
- Bookings may not be confirmed immediately. You will be advised as soon as possible. Booking is not final until confirmed by Elwood Neighbourhood House.
- Payment for bookings is to be made by the due date as specified or booking may be forfeited.
- The person in charge of a group must be over 18 years of age.

Cancellation

If you need to cancel your booking, you must notify the House at least 14 days prior to the booked date, so that another group may use the facility. Failure to provide 14 days' notice of a cancellation will result in standard rent being charged.

The House reserves the right to cancel this room rental agreement with 4 weeks' notice for any reason that is in the interest of the House and the community.

The House reserves the right to cancel the room rental agreement immediately if there is any illegal or immoral conduct by a user.

Security Bond

The bond is security for any damage to the building and/or breaches of conditions of hire. The return of the House key will be required to receive the full refund of the bond. A bond fee of \$100 for hirers is payable in addition to the appropriate hiring fee, payable via cash, card or direct debit when a key is collected. Alternatively, the hirer can agree to store their card on file via the House POS system with the knowledge the full bond will be charged if conditions of hire are breached. Subject to the conditions of hire, the bond will be refundable on return of the key. Keys must be returned to front reception on the next business day after the booking date, unless alternate arrangements have been confirmed with the House. In the event the key is not returned due to loss or carelessness, the bond will not be returned.

Public Liability Insurance

Elwood Neighbourhood House has public liability insurance. The hirer is responsible for their own public liability insurance needs, which cover the hirer and other participants against any damages or injuries to themselves or the venue. If public liability insurance is not taken out, the hirer assumes all responsibility of risk.

Keys and Access Code

It is the responsibility of the hirer to collect the key and obtain a security access code prior to the booking date. In the event the hirer failed to pick up the keys, lost them or failed to obtain an access code the full amount of the security deposit will not be refunded.

If the alarm is triggered through negligence and/or human error, a \$99 “security call-out fee” will be incurred by the hirer. Neglecting to activate the alarm on leaving the premises will also incur a charge of \$99.

Damage

The floor, walls, blinds or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any manner or in any other way damaged.

No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected in the building or attached to or affixed to the walls, doors or any other portion of the building, fittings or furniture without prior consent. This includes Blu Tack and balloons.

The House’s facilities are the property of the City of Port Phillip. If any damage takes place, the City of Port Phillip’s Property Manager’s assessment of damage shall be taken as final and the hirer, upon request, shall forthwith pay the balance of the cost of repairing such damage. This also applies to the Council-owned Park behind the House.

General Housekeeping

1. All users must vacuum carpeted areas used and sweep other surfaces after use.
2. No rubbish is to be left inside the rooms – it must be deposited in the appropriate bins. Only recyclable rubbish is to be placed in the recycling bin.
3. No balloons, children’s playdough or slime are to be used.
4. All users must ensure that all windows and doors are locked (snip and bolt) and that air conditioning and/or heating and all lighting is switched off prior to leaving the premises. A \$20 levy will be charged if air conditioning and/or heating is left on.
5. All chairs and tables used must be cleaned and returned to their original positions.
6. All areas used, including the toilets and kitchen, are to be left in a clean state.
7. The sale of alcohol is not permitted inside the House or on the House’s porches /courtyards.
8. The House staff must be informed of any spillage on carpeted areas.

9. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in or to any part of the building.
10. If sound equipment is used the volume must not be such that it disturbs other House users or neighbours in the surrounding area.
11. Gambling is not permitted within the House.
12. No smoking, or burning of candles is permitted inside the House or on the House's porches /courtyards.
13. Children must be supervised at all times while within the House.

Cleaning

The hirer shall leave the rooms and kitchen in a tidy condition and all fixtures in good order and shall immediately place all rubbish and waste matter in plastic bags within the garbage bins provided. A vacuum is supplied, and carpeted areas are to be vacuumed after use. The House does not supply hirers with any other cleaning materials or cleaning products. No equipment or materials are to be left in the facility.

If kitchen appliances have been used, they must be left clean and other surfaces wiped down. If the hirer fails to comply with cleaning requirements, they will be liable for any cleaning or rubbish removal costs incurred. This includes a cleaning levy and carpet cleaning levy equal to the cost of repair.

Vacating the Premises

Hired areas must be vacated by the end of booking time. Cleaning time must be included in the booking time. The hirer must understand that the House is a shared facility, and no hirer or group has exclusive occupancy. The House must be vacated by 10.00 p.m.

Theft

Neither the Elwood Neighbourhood House Committee of Management nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm or corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify the Elwood Neighbourhood House Committee of Management against any actions.

Indemnity

The hirer/user agrees to indemnify and to keep indemnified, the Elwood Neighbourhood House Committee of Management, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the hirer's/user's performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the hirer/user.

The hirer's/user's liability to indemnify the Elwood Neighbourhood House Committee of Management shall be reduced proportionally to the extent that any act or omission of the council, its servants or agents, contributed to the loss or liability.

COVID-19 Regulations

Please note you are responsible for following COVID-19 restrictions and are liable for any breaches.

Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the House Manager therein shall be final and conclusive.

Conditions of Hire

Hirers are advised that these conditions of hire may be altered or extended by the House by notice at any time.

Authority

The House Manager and any other House staff member acting on behalf of the Manager, is authorised by the Elwood Neighbourhood House Committee of Management to convey the directions or perform the functions or discretions respectively set out in these conditions against them.

Thank you for your booking. We trust you will enjoy using our facility.
If you have any enquires or concerns, please speak to a staff member.

Elwood Neighbourhood House Management.

I have read and accept the above terms and conditions of use.

Name: _____

Signed: _____

Date: _____