Greek Orthodox Church of St. Anthony Community Centre Terms and conditions of hire

(2021-2022)

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1. General

- 1.1 'The Greek Orthodox Church of St. Anthony Community Centre' is available for catered events, lectures, meetings, conventions and presentations as well as a range of other functions.
- 1.2 These **Terms and Conditions of Hire** represent the requirements of the Greek Orthodox Church of St. Anthony at the time the booking is made.
 - Any reference to the Greek Orthodox Church of St. Anthony Community Centre or any venue therein by a
- 1.3 Hirer in any published matter, either written or electronic, shall refer to the **Greek Orthodox Church of St. Anthony Community Centre** by its full title.
- 1.4 The Greek Orthodox Church of St. Anthony reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.
- 1.5 The Greek Orthodox Church of St. Anthony must be informed of the purpose for which any event area is to be used at the time any booking is made.
- 1.6 The terms and conditions and hire fees and charges contained herein may vary from time to time but any such variation shall not negate this agreement and the Greek Orthodox Church of St. Anthony shall not be under any obligation to explain the reasons for any such changes.
- 1.7 Receipt of the signed Terms and Conditions by the Greek Orthodox Church of St. Anthony confirms acceptance of these terms and conditions.
- 1.8 Hirers must conduct and manage the event/function in a proper, orderly and lawful manner and must not permit any act, matter or thing which may injure the reputation of the Community Centre, or the Church.
- 1.9 The Church reserves the right to cease an event if an incident occurs or it is deemed unsafe to continue.
- 1.10 The Church reserves the right to remove a person/s without liability if behaviour is not considered appropriate.

2. Tentative bookings

- 2.1 A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
- 2.3 The Greek Orthodox Church of St. Anthony may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let unconfirmed bookings.

3. Confirmed bookings/deposit

- 3.1 Once confirmation of a one off event booking has been received and confirmed, to secure the booking a deposit of 50 per cent of the total hire fee must be received by the Greek Orthodox Church of St. Anthony within seven (7) days of the date the hire agreement was issued.
- 3.2 Regular hirers will be issued with a monthly invoice.
- 3.3 An invoice will be sent for any additional fees after the event for payment within fourteen (14) days.
- 3.4 Purchase orders will be accepted from Government departments for the amount of the event at least seven (7) business days prior to the event
- 3.5 An invoice for the hall hire balance and bond fees will be due for payment fourteen (14) business days prior to the event date.
- 3.6 An 'Application for hire' must be completed before the booking can be assessed for its suitability for the Community Centre.

4. Security/emergency procedure

- 4.1 Out of hours hirers must arrange a convenient time with Community Centre staff to collect a key to obtain entry to the facility and they must return the key within one (1) working day of their function. Hirers should also allow sufficient time to be shown the procedures of the facility.
- 4.2 Hirers accept responsibility for the replacement costs of the key if it is lost, stolen, damaged or not returned within two (2) working days.
- 4.3 If the alarm is activated a **call out fee** will be charged if it is a result of the hirer's acts or omissions.
- 4.4 Emergency exit doors may only be used in emergencies.
- 4.5 The Community Centre's after hours emergency enquiries contact number is 0403 024 105.
- 4.6 Hirers must be aware of fire exits and emergency evacuation procedures prior to commencement of their function and must inform their guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets prior to the function. Exit doors must be kept clear and remain unlocked at all times throughout the function.

5. Bond/damages

- 5.1 A bond is required to make good any damage that may be caused to furnishings, equipment or building or to cover cleaning or security call out expenses should this be necessary.
- 5.2 The bond will be refunded within seven (7) days after the function. A complete inspection of the facility will be undertaken to ensure there has been no damage or cleaning/security costs incurred.
- 5.3 Hirers should respect the property of the Centre. Furniture or equipment must not be taken outside of the building without the prior permission of the Executive Committee.
- 5.4 During office hours, all damage, breakages and losses must be reported to Centre staff as soon as possible. If they occur outside of office hours, and they affect the security of the Centre and its patrons, the hirer must contact the after hours emergency contact number 0403 024 105.
- 5.5 The hirer must immediately reimburse the Greek Orthodox Church of St. Anthony for any breakages of furniture, fittings or equipment at a cost determined by the Greek Orthodox Church of St. Anthony.
- 5.6 For Centre hirers, if the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond. If it is more than the bond, the bond will be withheld and further costs paid by the hirer.
- 5.7 The Greek Orthodox Church of St. Anthony accepts no responsibility for loss or damage to the hirer's goods or equipment.
- 5.8 If your booking has been deemed 'High Risk' the additional terms and conditions will apply to your event.

6. Cancellation of a booking

- 6.1 In the event that the hirer cancels a booking after it has been confirmed, written notification is required at least two weeks prior to the date of booking and a cancellation fee may apply.
- 6.2 Except at the discretion of the Greek Orthodox Church of St. Anthony, a hirer wishing to transfer a confirmed booking to an alternate date remains liable for cancellation fees.

7. Insurance

- 7.1 **One off hirers** One-off hirers will be covered by the Greek Orthodox Church of St. Anthony General Public and Products Liability Insurance Policy.
- 7.2 **Regular hirers** Regular hirers must have Public Liability Insurance to the value of twenty million dollars (\$20 million) Australia-wide in place prior to the hiring date. A copy of the Certificate of Currency must be provided with the signed Hire Agreement.

Please note: in order for the insurance to be valid, the policy name and hirer's name must be the same.

Hirers without Public Liability must contact centre staff.

8. Liquor licensing

- 8.1 It is the hirer's responsibility to obtain the relevant licence, for the consumption/supply of alcohol on the premises, from the Liquor and Gambling Commissioner, 50 Grenfell Street Adelaide, phone 8226 8477 or website http://www.olgc.sa.gov.au/default.asp?action=limited_licence&menu=liquor and provide it to the Greek Orthodox Church of St. Anthony fourteen (14) days prior to their hire.
- 8.2 It is the hirer's responsibility to ensure that alcoholic beverages are not served to guests under the age of eighteen (18) years, or to guests in a state of intoxication. The right to discontinue the liquor service is reserved by the Greek Orthodox Church of St. Anthony.

9. Smoking

- 9.1 In the interest of public health, and in line with Government Regulations, the Greek Orthodox Church of St. Anthony Community Centre is a smoke free venue.
- 9.2 Outdoor smoking is permitted only in the designated area that provides butt bins.

10. Performance sound levels

- 10.1 The Greek Orthodox Church of St. Anthony reserves the right to control sound levels at your event. As this is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted. Consideration should be given to other hirers. Please advise your guests accordingly.
- 10.2 Hirers must respect the rights of nearby residents at all times. This includes, but is not limited to:
 - not using the Church Grounds after dark
 - not using or doing anything that is noisy, offensive or dangerous so as to cause a disturbance
 - not doing anything that causes annoyance, nuisance, or damage to any occupier or owner of nearby property
 - not doing anything that may become an offence against any Act of Law.
- 10.3 Hirers should ensure that guests leave the premises promptly and with a minimum of noise.
- 10.4 Failure to comply **may**, at the minimum, result in a reduction of bond payment or **recovery in full** of costs incurred if a complaint is made.
- 10.4 Any attendance by SA Police may result in the bond being forfeited.

11. Parking

- 11.1 Public parking for up to 70 vehicles, plus three spaces for people with disabilities, is available at the Centre.
- 11.2 Parking is only allowed in designated areas and no vehicles may be parked on the Church Grounds or along the driveway around the Church or in front of the paved Centre area.
- 11.3 Emergency exits must not be blocked by any vehicle.

12. Operating procedures

- 12.1 The hire fee does not include the setting up of seating, tables, equipment or the cleaning of the facility at the conclusion of the function. Such work is the responsibility of the hirer.
- 12.2 Hirers holding functions from Monday through to Thursday (and Sunday) must ensure that all guests leave the premises by 11.30pm, hirers must vacate by 11.45pm, allowing time for cleaning.
- 12.3 Hirers holding functions Friday through to Saturday must ensure that all guests leave the premises by 12pm, hirers will vacate by 12.30pm, allowing time for cleaning.
- 12.4 If hiring equipment, hirers must liaise with Centre staff for authorisation regarding compatibility of equipment, delivery and collection times.
- 12.5 Prior to vacating the premises, hirers must ensure that all electrical appliances, gas appliances, lighting and air conditioning are switched off. A surcharge will apply for any equipment left on.
- 12.6 The hirer is responsible for securing the premises before leaving the Centre. Hirers will be required to comply with any other security procedures as specified by Centre staff and as agreed upon by both parties.
- 12.8 Children must be supervised at all times.
- 12.9 All personal belongings and equipment must be removed from the hired area. Equipment from a function may be stored or left on the premises only by prior arrangement with Centre Staff.

13. Publicity and banners

- 13.3 There are limited areas available for posters and the positioning of these must be approved by the Greek Orthodox Church of St. Anthony. All displays must be removed immediately after the event.
- 13.4 Freestanding banners are permitted in the venue, but positioning must be approved by Centre staff prior to your event.

14. Prohibitions

- 14.1 Confetti or glitter is not permitted in any area of the Community Centre.
- 14.2 Special effects: users should be aware that there are fire detection devices installed throughout the Centre, therefore the use of smoke machines is <u>not</u> allowed.
- Laser lights and other special effects are permitted, but only within the interior of the Centre.
- 14.3 The use of candles is prohibited in the Greek Orthodox Church of St. Anthony Community Centre.
- 14.4 Flammable liquids or other dangerous substances must not be brought onto the premises.
- 14.5 Gun powder or fireworks used for special effects are prohibited in all areas of the Greek Orthodox Church of St. Anthony Community Centre at all times.

15. Storage

- 15.1 The Greek Orthodox Church of St. Anthony Community Centre does not have storage facilities other than event spaces booked by the hirer during the agreed event times.
- 15.2 It is the hirer's responsibility to remove all goods on conclusion of the event. Any goods left and not collected within the next 2 business days will be discarded.

16. Television/film/radio coverage/recording fee

16.1 The Greek Orthodox Church of St. Anthony does not warrant the fidelity or standard of any recording carried out in the Community Centre pursuant to this agreement.

17. Art Work

17.1 Any Artwork displayed in the Community Centre will not be removed for any event except at the discretion of Greek Orthodox Church of St. Anthony.

18. Cleaning

- 18.1 Limited cleaning products may be provided by the center.
- 18.2 A mandatory cleaning surcharge will be incurred for all functions (\$200). The facility still needs to be left in a satisfactory condition by hirers when they depart. (Tables cleared etc. and rubbish placed in bins)
- 18.3 Decorations must not be attached to any surface, no blue tack, staples, pins or adhesive tape may be used.
- 18.4 If the premises are left in an unsatisfactory state, the Greek Orthodox Church of St. Anthony will organise an extra cleaning contractor and the cost will be passed onto the hirer. (over and above the mandatory cleaning charge)
- 18.5 The hired area (including immediate outside area) must be cleaned and tidied before vacating the building, with all furniture stacked or restored to its original position unless otherwise indicated.
- 18.6 It is the hirer's responsibility to ensure that soiled floors are swept, mopped or vacuumed accordingly.
- 18.7 All rubbish must be placed in plastic garbage bags then deposited in the bins provided outside. It is the hirer's responsibility to remove all excess rubbish that does not fit in the bins.
- 18.8 Any large amounts of rubbish left by a hirer will result in a reduction of the bond returned.

| 19. Electrical and mechanical equipment | | |
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| 19.1 | Hirers wanting to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing Venue equipment, must submit a complete list of such equipment for approval by the Greek Orthodox Church of St. Anthony Community Centre prior to your event. | |
| 19.2 | All equipment brought onto the premises must be current, electrically tagged and tested according to Centre's requirements. The Hirer will be asked to remove any equipment that is not tagged and tested. | |
| 20. Indemnity to the Greek Orthodox Church of St. Anthony | | |
| 20.1 | The permit holder agrees to indemnify and to keep indemnified the Greek Orthodox Church of St. Anthony, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of, or in relation to, the issuing of the permit. | |
| | I have read and accepted the Terms and Conditions of Hire contained in this document and in 'Information for High Risk Bookings' document (if applicable). | |
| Hirer's name: | | |
| Hirer's signature | | |
| Application date | | |
| Name and description of the Event | | |
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| | | |
| | | |
| Date of event | | |
| Approved by (name) | | |
| Approved by (signature) | | |
| Approval date | | |
| Hirer notified (time/date/by whom) | | |
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