



Newstead Baptist Church
VENUE HIRE
TERMS AND CONDITIONS
Document No. NBC.VHTC v1

Authority: Senior Pastor
Approved by: Church Council
Effective date: July 2022

CONTENTS

CONDITIONS OF HIRE

1.	Agreement to the Contract	2
2.	Application for hire and Confirmation of booking	2
3.	Hire costs, Bond and Payment arrangement	2
4.	Cancellation of booking.....	2
5.	Key collection and return	3
6.	Access to venue.....	3
7.	Public liability insurance.....	3

OBLIGATIONS DURING HIRE

8.	Setting up	3
9.	Decorations and advertising	4
10.	Smoking and alcohol	4
11.	Noise.....	4
12.	Damage to property or premises	4
13.	Illegal activity.....	5
14.	Security and safety	5
15.	After hours call-out	5
16.	Fire or Police contacted.....	5

OBLIGATIONS AFTER HIRE

17.	Packing up and Cleaning.....	6
18.	Hirer's checklist	7

FEES

19.	Schedule of additional charges	8
-----	--------------------------------------	---

CONDITIONS OF HIRE

1. Agreement to the Contract

- 1.1 **Purpose of Hire** The venue is available for regular and casual hire by community groups, organisations, and the general public for private events. Organisations, groups or individuals hiring Newstead Baptist Church do so only for the stated purpose of hire. The purpose of the hire must be lawful and conducted in a manner that does not disrupt other users of the venue or residents of the community.
- 1.2 **Restrictions to numbers attending** An estimate of the numbers attending an event must be included on the *Newstead Baptist Church Enquiry Form*. Newstead Baptist Church's Place of Assembly Licences state a maximum capacity which must be strictly adhered to. The maximum capacity for each venue is shown on the *Enquiry Form*. If this term is breached, a fee may be charged (*ref 19, Item 1*).
- 1.3 **Times of Hire** Venues are available for hire from 8.00 am to 10.00 pm Monday to Thursday and on public holidays, Friday and Saturday 8:00 am to 12:00 midnight and not available on Sundays. The period of hire shall commence and conclude strictly at the agreed times nominated on the *Newstead Baptist Church Enquiry Form*. The set up and clean up time must be included in the times of hire. The venue must be vacated promptly at the conclusion of the hiring period. An extra charge may be imposed for any additional time used which is not booked in advance (*ref 19, Item 2*).

2. Application for hire and Confirmation of booking

- 2.1 Once an online *Newstead Baptist Church Enquiry Form* is received, Newstead Baptist Church will confirm the booking via email within seven (7) working days. If you do not receive a confirmation by seven (7) working days, please contact us on (03) 6331 6891.

3. Hire Costs and Payment Arrangement

- 3.1 When you receive the confirmation of booking, the email will include a quote for the services and a *Hire Agreement Form*.
- 3.2 Final confirmation of booking will be made once quotation is paid and *Hire Agreement Form* is signed.
- 3.3 Following the event, an additional invoice will be sent if any fees highlighted in *Ref 19* have incurred. Additional invoice will need to be paid within seven (7) days.

4. Cancellation of booking

- 4.1 Newstead Baptist Church requires a minimum of 14 days' written notice (email acceptable) to cancel any booking. Cancellations received with less than 14 days' notice of the intended date of hire will incur a cancellation fee of 20% of quotation price. Cancellations received with greater than 14 days' notice will not incur a cancellation fee but will incur an administration fee of \$25. (*Ref 19 Item 3*)
- 4.2 Newstead Baptist Church will provide written and verbal notice of cancelling a booking (without advance warning if necessary) if
- Newstead Baptist Church suspects that false or misleading information has been provided on the *Newstead Baptist Church Enquiry Form*.
 - Unexpected repairs or alterations to the venue are underway.

- The premises are not fit for use due to water, electrical or security failure or damage,
- Adequate evidence of insurance coverage has not been provided when requested.

5. Key collection and return

- 5.1 Keys must be collected from Newstead Baptist Church Office, 14 Wentworth Street, Newstead between the hours of 9.00 am and 4.00 pm Wednesday to Friday. For weekend hires, keys must be collected within these working hours. We recommend contacting the office to arrange a time for collection. There is no after hours key collection, however a key drop box is located on the side of the church on Douglas St.
- 5.2 If the Hirer fails to collect the key to the venue from the office prior to their hire, an additional fee will apply for after-hours call out. (*ref 19, Item 4*)
- 5.3 Keys must be returned to the Newstead Baptist Church office, 14 Wentworth Street, Newstead during the normal working hours (9.00-4.00) on the next Wednesday - Friday following the conclusion of the hire period. If keys are not returned on time a fee may be incurred (*ref 19, Item 5*)

6. Access to venue

- 6.1 Premises may only be occupied during the times specified in the *Newstead Baptist Church Enquiry Form*. If the hirer occupies the hire venue either before or after the agreed hire time noted on their application form, additional hire time will be charged accordingly (*ref 19, Item 2*).
- 6.2 All goods and equipment provided by the hirer (including music equipment, jukeboxes, decorations, leftover food/drink, etc) must be removed from the premises within the hire time period or additional charges will apply (*ref 19, Item 7*) There is no storage available to hirers.

7. Public Liability Insurance

- 7.1 All hirers are required to provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event.

OBLIGATIONS DURING HIRE

8. Setting up

- 8.1 Personal belongings, equipment, food and drink items left at the venue will be at the hirer's own risk
- 8.2 Set up time for arranging furniture, decorations, delivery of food and beverages must be included within the hire session time. Should you require the venue staff to set up a basic lecture style seating you will need to arrange with the Venue Manager beforehand
- 8.3 Preparation of food and beverages must be confined to the kitchen area. Barbeques are permitted for use outside the facility only. Barbeques are not provided by Newstead Baptist Church.

9. Decorations and advertising

- 9.1 The use of decorations is permitted on the condition they do not damage or mark any part of the building. Extreme care should be taken to ensure decorations do not present a fire or trip hazard.
- 9.2 Glitter, party-poppers, and confetti are not permitted.
- 9.3 Handbills, posters, and other advertising materials are not permitted within or outside any venue without the written consent of Newstead Baptist Church Venue Manager.
- 9.4 If decorations are not completely removed, or should damage from decorations be caused, the cost of removal and/or repairs will be charged (*ref 19. Item 7*)

10. Smoking, Drugs and Alcohol

- 10.1 Smoking is NOT permitted inside any Newstead Baptist Church venue, nor within 3 metres of the entrances.
- 10.2 The use of any recreational drugs is NOT permitted in or on any Newstead Baptist Church property.
- 10.3 The use of alcohol is NOT permitted in or on Newstead Baptist Church premises.

11. Noise

- 11.1 Newstead Baptist Church venues are in residential areas and due consideration must be given to nearby residents. Complaints received by Newstead Baptist Church from nearby residents for noise disturbances or infringement of Council laws will incur an additional fee (*ref 19, Item 8*).
- 11.2 In accordance with the Environment Protection Act 1997, all noise must be below 45 decibels up to 12.00pm on Fridays and Saturdays, and below 35 decibels from 10.00pm to 12.00am on weekdays. If these laws are breached the hirer is responsible for paying the infringement fine. (*ref 19 Item 9*)

12. Damage to property or premises

- 12.1 Damage is considered as breakages that impair the value, usefulness, aesthetics, or normal function of our venues. A requirement of additional cleaning is also considered under damages in these terms and conditions.
- 12.2 Any damage that occurs to the premises during the time of hire are the responsibility of the Hirer and must be reported to Newstead Baptist Church Venue Manager as soon as possible.
- 12.3 For any damage incurred by the Hirer or one of their guests, the cost of repairs arranged by Newstead Baptist Church plus an additional clean up and administration fee will be charged. (*ref 19 Item 10*)

13. Illegal activity

- 13.1 If any activities in or around the venue instigates the attendance of any emergency services (during or immediately after a hire), a fee will be charged (*ref 19 Item 11*).
- 13.2 Hirers are responsible for bearing the full cost of any fines/infringement notices for non-compliance, including any false alarm. (*ref 19 Item 12*)

14. Security and safety

- 14.1 Hirers are responsible for the security and safety of themselves, their guests, and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of attendees at their event.
- 14.2 Newstead Baptist Church takes the safety and protection of children and vulnerable people very seriously. Hirers must ensure that children are adequately supervised by two responsible adults at all times.
- 14.3 The Hirer must allow un-restricted access to the venue at any time by Newstead Baptist Church staff on official business, security officers, or emergency officers.

15. After-hours call-out

- 15.1 Newstead Baptist Church does not operate after hours or on weekends. Keys must be collected during business hours and an induction of the building given. Any instruction needed for sound and lighting must be received in these business hours, as there is no after-hours customer service available. The after-hours number given to the Hirer does not cater for these preparatory issues.
- 15.2 An after-hours phone number will be provided for the Hirer to contact in case of emergency. Emergencies are classified as:
 - Hirer cannot gain access to the premises (key won't work or door lock is broken)
 - Property or building damage which requires immediate repairs (broken window or something that needs immediate repair).
- 15.3 An after-hours call out fee will be incurred if a call is placed by the Hirer and the Hirer cannot be assisted over the phone, thereby requiring attendance. In the case where the call out was not the fault of Newstead Baptist Church, or the venue equipment is not faulty, the Hirer will be charged an attendance fee for on-site assistance. (*ref 19, Item 13*)

16. Fire or Police contacted

- 16.1 In the case of extreme emergencies, such as fire at premises or if Police are required to attend the event, Hirers must phone 000 as first point of contact. Emergency evacuation procedures are found inside the main door.
- 16.2 Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police, or a security call out (*ref 19 Item 12*).
- 16.3 If any incident occurs which requires first aid or emergency services, the Hirer is responsible for filling in an *Incident Report Form* available from Newstead Baptist Church office and lodging it with Newstead Baptist Church.

OBLIGATIONS AFTER HIRE

17 Packing up and Cleaning

- 17.1 Pack up and cleaning time must be included within the exit time stated on the *Newstead Baptist Church Enquiry Form*. NB: Premises must be vacated no later than midnight.
- 17.2 As a general guide, please leave the premises as you find them.

- 17.3 All chairs and tables must be cleaned and returned to where they came from. If this is not done a fee may be charged. *(ref 19 Item 14)*
- 17.4 The premises must be left in a clean and tidy condition with carpets vacuumed, floors swept and mopped, kitchen cleaned, and toilets in a reasonable condition. If the cleaning is not to a suitable standard, the cost of engaging cleaners will be charged *(ref 19 Item 15)*.
- 17.5 The hirer is responsible for removing all rubbish from inside the premises, rubbish must be placed in either the outside bins to capacity only – or removed from the premises. Do not leave rubbish in the bins inside the premises. If this term is breached, a fee may be charged *(ref 19. Item 16)* If excessive rubbish is placed in the bins, an additional bin service fee may be incurred. *(ref 19 Item 17)*
- 17.6 Everything, including food and drink, must be removed from the venue by the end of the hire period. If this term is breached, a fee may be charged *(ref 19 Item 6)*
- 17.7 The hirer is responsible for removing cigarette butts and broken or empty bottles and cans from the surrounding outside areas of the hire venue. If this term is breached, a fee may be charged *(ref 19 Item 18)*.
- 17.8 Air conditioning, heaters, and all lights must be turned off before exiting the premises. If this term is breached, a fee may be charged *(ref 19 Item 19)*
- 17.9 If the Hirer either intentionally or unintentionally removes any Newstead Baptist Church property or equipment including remote controls, Newstead Baptist Church will inquire and provide opportunity to return. If equipment is not returned a fee will be charged. *(ref 19 Item 20)*
- 17.10 At the end of the hire, Hirers must ensure all items identified in point 18 *Hirer's Checklist* below have been completed.
- 17.11 Should there be any vomiting or faeces left in or surrounding the premises, this is totally the responsibility of the hirer to clean up. It is not included in the general cleaning arrangements. If it is left unattended, an extra charge will be added.

18. Hirer's Checklist

Premises must be left in a suitable condition. The following checklist has been provided to help.

- All tables and chairs have been wiped down and stacked/stored in original position.
- All decorations have been removed (including balloons, tape and adhesives, streamers, etc)
- Any cooking equipment used has been washed and returned to storage
- Toilets have been left in a reasonable state and tidied of excessive rubbish
- All floors have been vacuumed or swept and mopped
- All rubbish has been placed in external rubbish bins to capacity only, or removed from premises
- All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment, etc).
- Ensure none of Newstead Baptist Church's equipment or property has been inadvertently removed.
- All heating/air-conditioning has been turned off.
- All lights are turned off.

- All doors are locked and secure.
- Keys must be returned to the office on the next working day (Wednesday – Friday) following hire between 9.00 - 4.00 pm. If office is unattended, there is a letterbox at the side entrance off Douglas Street where keys can be returned.

FEES

19. Schedule of additional charges

19.1 In the event of any of the circumstances listed in the Schedule of Additional Charges below, the hirer agrees to the additional associated costs or fee incurred.

ITEM No	ITEM DESCRIPTION	CHARGE INCURRED
1	Ref 1.2 Restrictions to numbers attending. Non-compliance of maximum capacity of hire venue in line with Place of Assembly Licence	\$500.00
2	Ref 1.3 Additional occupation if hirer uses premises before or after agreed time of hire. Additional hire time will be charged according to additional time used. Ref 6.1	Cost of additional time
3	Ref 4.1 Cancellation of booking less than 14 days' notice before event	20% of quotation
4	Ref 5.2 If key is not collected or if key is lost resulting in a call to the Newstead Baptist Church after hours number requiring onsite attendance to deliver and issue a replacement key	\$110.00
5	Ref 5.3 Non-return of key within 5 working day of hire	\$100.00
6	Ref 6.2 Personal belongings including food and drinks left at premises outside of agreed hire period Ref 17.6	\$150.00
7	Ref 9.4 Decorations or parts thereof left at premises or damaged caused by decorations	\$110.00
8	Ref 11.1 Complaints received by Newstead Baptist Church from nearby residents for noise disturbances	\$100.00
9	Ref 11.2 Fine incurred for excessive noise as per Environmental Protection Act 1997	Cost of infringement
10	Ref 12.3 Damage caused during the hire session as outlined, including broken window, damage to flooring, damage to property or premises	Repairs as arranged by Newstead Baptist Church PLUS clean up fee \$150.00
11	Ref 13.1 Illegal activity or activities by hirers or attendees which require the attendance of any Emergency Services	\$500.00
12	Ref 13.2 In the case of a false alarm to emergency services Ref 16.2 Hirers are responsible for paying any costs associated	Cost of infringement
13	Ref 15.3 Where an after hours call out is placed by the hirer and the hirer cannot be assisted over the phone requiring attendance. If the venue hire equipment/structure is not faulty, the hirer will be charged an attendance fee for onsite assistance	\$150.00
14	Ref 17.3 Chairs and tables not cleaned or packed away where they were taken from	\$110.00

15	Ref 17.4 Additional cleaning if venue not left in clean condition	\$150.00 Per hour
16	Ref 17.5 Rubbish bins not emptied into external bins, Ref 17.6 and/or excess rubbish that doesn't fit in bins is not removed	\$110.00
18	Ref 17.7 Failure to remove cigarette butts, bottles & cans from surrounding area of facility	\$120.00
19	Ref 17.8 Air conditioning/heaters and lights not turned off at completion of hire session	\$100.00
20	Ref 17.9 Failure to return any Newstead Baptist Church property or equipment removed from the premises.	\$300.00
21	Ref 17.11 Failure to clean vomit or faeces will incur an additional charge	\$120.00