

ONE CHURCH

VENUE HIRE TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 "HIRER" means the person or body specified in the Venue Hire Application Form.
- 1.2 "VENUE" means the Room or Area chosen to Hire as per the Venue Hire Application form.
- 1.3. "ONE CHURCH" is One Community Church Inc.

2. PROVISIONS OF SERVICE BOOKINGS

- 2.1 Applications are done via submission of the Venue Hire Application Form online.
- 2.2 All Venue Hire fees must be paid in full, two weeks prior to the proposed event date.

3. LIMITS OF HIRE

- 3.1 The HIRER shall only be entitled to use the VENUE of ONE CHURCH on the date set out in the application to hire and One Church reserves the right to permit any other portion(s) of ONE CHURCH Building to be hired for any other purpose at the same time.
- 3.2 The HIRER shall not assign the right of use of the VENUE to any person, organisation or body.
- 3.3 Any officer, employee or agent of ONE CHURCH shall be entitled to free access to any and every part of the building at all times.
- 3.4 No refunds will be given to the HIRER who finishes the event prior to the designated times.
- 3.5 Penalty for staying in the VENUE longer than the agreed time, will incur the hourly rate per additional hour.
- 3.6 HIRERS must be aged 18 year or over.

4. BOND

- 4.1 Unless agreed in writing by the Venue Manager of ONE CHURCH, a security bond equivalent to 20% of the total hire cost plus GST is payable by the HIRER to ONE CHURCH upon acceptance of Application to Hire as a guarantee of fulfilment of these terms and conditions and as security against damage to the building or any fittings and furniture contained therein. The HIRER shall be liable to pay any further amounts in excess of such Bond to meet the full costs of any damages or excessive cleaning, as determined by ONE CHURCH. The HIRER will be contacted and will be required to pay any extra costs associated with damage or breakages to the VENUE, its fittings and contents.

4.2 If ONE CHURCH determines there is no breach of the conditions of usage or damage to the building or any fittings or furniture therein or excessive cleaning, the Bond will be returned to the HIRER within 14 days of usage of the premises.

4.3 All breakages or damage must be reported to Venue Staff.

5. CANCELLATION OF BOOKINGS

5.1 The HIRER agrees to accept cancellations from ONE CHURCH and waives the right to make any claim by law or in equity, for loss or damage in consequence thereof.

5.2 In the event that ONE CHURCH has to cancel a booking, the full amount of any deposit paid and/or Hire fees, will be refunded within five working days to the HIRER.

5.3 The HIRER must give ONE CHURCH at least 14 days written notice should the HIRER need to cancel a booking otherwise charges will apply. If the HIRER fails to give 14 days written notice, a fee equivalent to 50% of the total Venue Hire fee (including extras) will be charged.

5.4 The HIRER will not reassign their booking to another person without written notice and consent from ONE CHURCH

6. COVID SAFE PLAN

6.1 It is a condition of hire that you provide ONE CHURCH with a copy of your COVID SAFE PLAN one full week prior to your event.

6.2 Should your event be responsible for bringing a positive COVID-19 case onsite and a COVID deep clean be required the cost will be charged to the HIRER upon final invoicing.

7. MINIMUM BOOKING TIME

7.1 The minimum booking time for ONE CHURCH is 3 hours and fees applicable will be based on a minimum three-hour booking time.

8. FOOD AND BEVERAGES

8.1 No food is allowed to be taken into or consumed in the Auditorium.

8.2 Only water is allowed in the ONE CHURCH Auditorium.

8.3 Alcohol is absolutely prohibited on the entire ONE CHURCH premises.

8.4 Alcohol CANNOT be SOLD or SERVED, regardless of any license that might be available by the HIRER.

9. SALES

9.1 No food or beverages or merchandise of any kind is permitted to be sold by the HIRER, its servants or agents or guests without prior written approval from the ONE CHURCH Venue Manager.

10. THEMING and STYLING

10.1 The HIRER must not mark, damage or make alteration to any part of the VENUE or erect or install any fixtures, fittings or other attachments.

10.2 Decorations may not be placed or affixed in any way that may cause damage to any part of the VENUE. The HIRER must request permission from ONE CHURCH to affix any decorations.

10.3 ONE CHURCH reserves the right to not permit the affixing of decorations or any items at its discretion.

10.4 Where a HIRER has been approved to affix decorations, at the conclusion of the event, the HIRER must remove all decorations and will be responsible for all costs associated with the repair of any damage to the VENUE caused by the affixed items.

10.5 Any damage to the premises caused by negligence including incorrect fastening of decorations will be the responsibility of the HIRER for which a charge will be payable.

11. BUMPING IN AND OUT

11.1 Scenery, property and accessories pertaining to any booking will not be permitted in the VENUE earlier than the first day of hire.

11.2 Scenery, property and accessories shall be cleared from the VENUE immediately at the conclusion of the event or final performance.

11.3 Access to Level 1 upstairs is prohibited at all times unless written approval has been sought by the HIRER

12. ELECTRICAL EQUIPMENT

12.1 All external electrical leads brought on site by the HIRER must have current service test tags displayed at all times. Electrical leads must not be used where current tags are not displayed.

12.2 Fire exits must be kept unlocked and clear of obstacles for a distance of two metres at all times. The HIRER shall keep each corridor, passage and exit in the VENUE clear of obstructions and ready for use in any emergency. It is the responsibility of the HIRER to observe all VENUE signage relating to fire and safety precautions.

12.3 Emergency fire equipment including fire extinguishers and hoses must only be used in the event of an actual emergency. Any use of these devices resulting in a false alarm and subsequent callout by the MFB Fire & Rescue Service will result in a fine of \$1,000 which will be charged to the HIRER.

12.4 Naked flame is not permitted in the centre at any time unless permission is given by the ONE CHURCH Venue Manager.

13. OBSERVATION OF LAWS

13.1 The HIRER shall conform to all requirements of the Health Act, Local Government Act, and any Local Law/By-Law or Regulations and shall be liable for any breach of such Acts, Local Laws/By-Laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the HIRER and their servants, agents and users.

13.2 Venue Hire agreement will be governed by the law of The State of Victoria.

13.3 Every consideration and effort must be made by the HIRER during the use of ONE CHURCH and/or on vacating the area, to not disturb the amenity of residents who live near the facility.

13.4 No advertising may be made in relation to the hiring of the facilities without approval from ONE CHURCH and the advertisement is not to imply that ONE CHURCH is associated with the event other than providing the facility

13.5 No gambling activities are to be held on the premises

13.6 The HIRER shall not permit the level of noise from any activity to exceed the level recommended by the State Environment Protection Policy and the National Health and Medical Research Council of Australia and the HIRER must respect the reasonable needs of other Hirers on the premises at the same time.

13.7 The Caretaker reserves the right to require the noise levels to be lowered. The HIRER may be terminated immediately by the Caretaker should instructions not be complied with.

13.8 Should a noise infringement notice be issued during the time of hire, it will be onforwarded to the HIRER and it is their responsibility to ensure that it is paid.

14. INSURANCE

14.1 The HIRER must provide evidence of at least \$20 million Public Liability Insurance cover for the Hire period, and a certificate of currency is to be submitted with the completed Venue Hire Application Form.

14.2 The HIRER shall be liable for, and will indemnify ONE CHURCH against, any claim, loss, damage or injury to any person or property arising from the Hire of the Venue and workers compensation insurance.

14.3 The HIRER is responsible for workers' compensation or similar insurance over their servants or voluntary workers and for all insurance coverage on goods and services they cause to be brought into the complex. No responsibility will be borne by ONE CHURCH for any goods and services owned by any Hirer.

15. RISK MANAGEMENT

15.1 The HIRER agrees to carry out any instruction or direction given by ONE CHURCH in regard to complying with Workplace Health and Safety legislation including participating in an Induction Session prior to the commencement of the event if requested to do so.

15.2 At no time does ONE CHURCH accept any responsibility for the security or safety of the HIRER's property.

15.3 It is the responsibility of the HIRER to ensure that children attending an event are supervised by adults at all times and follow Child Safe guidelines.

15.4 The HIRER agrees to abide by the selected VENUE's maximum capacity guidelines, at all times, as set by the Fire Safety Authority and Council. ONE CHURCH will not be held responsible for any criminal charges or repercussions that could arise where the HIRER has failed to comply with these guidelines.

15.5 All vehicle parking onsite is strictly at the vehicle owner's own risk and only in designated car park spaces.

16. INFRINGEMENT OF COPYRIGHT

16.1 The HIRER shall indemnify ONE CHURCH against any infringement of copyright or performance rights in connection with the performance of any artistic, musical, literary or dramatic work in the facility.

17. INDEMNITY

17.1 The HIRER agrees to indemnify and keep indemnified and to hold harmless ONE CHURCH and its servants and agents from and against all actions, costs, charges, expenses and damages whatsoever which may be brought or made or claimed against the HIRER, its servants and agents arising out of or in relation to the hire of ONE CHURCH.

18. SMOKING

18.1 ONE CHURCH is a smoke free zone. Smoking is not permitted inside any part of the building or on ONE CHURCH property.

19. USE OF KITCHEN

19.1 ONE CHURCH Kitchen is available to the HIRER for the preparation of food and drink in accordance with current Victorian laws on food hygiene and safety.

19.2 Open flame cooking is prohibited. Should fire alarms be activated through breach of this condition, the charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the HIRER.

19.3 The use of portable cooking appliances connected to gas bottles is strictly forbidden within the ONE CHURCH building. The use of BBQ's inside the building is prohibited.

19.4 The HIRER is responsible to ensure that the kitchen is kept in a clean and serviceable condition. Kitchen appliances are to be cleaned, food particles removed, benches wiped and floors swept and mopped. A cleaning fee will be charged if the kitchen is not left in a clean and tidy condition.

19.5 The HIRER must bring personal crockery, cutlery and glassware. Items in the Store room, drawers and cupboards belonging to ONE CHURCH are not to be used unless prior written approval from the ONE CHURCH Venue Manager has been agreed upon.

19.6 The use of utensils and kitchen appliances by the HIRER is limited to the following items only:

- a. Oven
- b. Microwave
- c. Hot Water system (Birko Wall Unit)
- d. Kitchen Sinks
- e. Dishwasher following instruction by Venue Manager
- f. Benches
- g. Tables and Chairs in the Hub area
- h. Sponge and liquid detergent for washing
- i. Fridge/s and Freezer (only if there is space available, and must be distinguished from items belonging to ONE CHURCH)

19.7 Upon request in writing and agreed cost to hire and use ONE CHURCH kitchen and catering equipment will be made at the discretion of the Venue Manager.

19.8 Any damages or unserviceable appliances are to be reported to the Venue Staff immediately.

19.9 The HIRER will be liable for any broken or damaged kitchen equipment or appliances that occur during their event.