



## **Terms and Conditions – Casual Venue Hire of Indian Australian Association of South Australia Community Centre (IAASACC)**

Applicant to retain this information –

IAASACC is pleased to offer its Community Centre at 6 Blamey Avenue, Broadview for the community to meet and engage in community activities. The Indian Australian Association of South Australia Community Centre promotes community interaction and participation. Regular classes and events are occurring at the centre. The newly formed committee of the Indian Australian Association of South Australia (IAASA) in Sep 2017 hopes to introduce a broad range of activities to provide a vital service to Association members and to the larger community.

The centre is primarily and foremost for the activities of IAASA and is available for the community groups for hire when the hall is not in use by IAASA.

The purpose of the Community Centre for hire is to support the values and provisions of IAASA, including the following points outlined in its Objectives per its constitution:

*“OBJECTIVES:*

- 3.1. To promote, develop and diversify the understanding of Indian culture, customs, languages, philosophies and traditions to people of Indian origin and the general Australian public.*
- 3.2. To promote Indian literature, art, drama, music and other forms of entertainment approved by the Committee.*
- 3.3. To promote sports and sports related activities of interest to the members of IAASA and others.*
- 3.4. To organise festivals and family gatherings.*
- 3.5. To promote and foster understanding, friendship, goodwill and appreciation between the Indian community and the cross-sections of various ethnic and cultural communities of South Australia.*
- 3.6. To recognise and honour artists, scholars, and personalities involved in promoting Indian culture and heritage.*
- 3.7. To provide a link and act as a peak body between IAASA and other organisations that share IAASA’s values within Australia and overseas. This includes liaising with Indian Government bodies, and Australian Government bodies at Federal, State and Local levels on behalf of persons of Indian origin and the Members of IAASA.*
- 3.8. To provide physical / moral support to new migrants of Indian background settling in South Australia and help with their needs.*



*3.9. To bring cultural delegations with the sole intention of developing cross-cultural understanding, raising funds and providing entertainment to the members of IAASA, their friends and people of South Australia.*

*3.10. To receive donations, hold and maintain funds, manage movable / immovable properties for carrying out the objectives.*

*3.11. To affiliate with any entity whether incorporated or not, and to appoint representatives to any such entity to further these objectives*

*3.12. To make donation and / or contribution to any benevolent, educational, charitable or other not-for-profit associations in accordance with these objectives.”*

The above listed objectives are the key criteria which underpin all agreed hires, and all requests to hire will be measured against these criteria. Where the event proposed for IAASACC does not meet or contravenes the spirit of these aims and values, IAASA reserves the right to decline any request for hire.

The issuing of a hire is subject to:

- A. The Hirer agreeing to the General Conditions of the permit as contained herein.
- B. The Hirer agreeing to all Hire Information and Special Conditions as determined by IAASA.
- C. The Hirer paying the prescribed fee and bond monies.
- D. The Hirer providing a copy of all appropriate insurances/licences/documentation as required by either the General Conditions or Special Conditions of hire.

#### **General Conditions of Hire**

1. The Hirer agrees to indemnify and to keep indemnified the IAASA, 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 hire.
2. The Hirer shall take out and keep current a public risk insurance policy in the name of the Hirer insuring the permit holder for the minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity.
3. Where the Hirer must provide confirmation of insurance to IAASA, such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the Hirer. The Hire will not come into operation until proof of the appropriate insurance has been provided to the IAASA.
4. The Hirer is responsible for insurance coverage of all their property equipment and goods that are used/left/stored in our building. We accept no responsibility for loss, damage or theft of anything owned by you, on loan to you or on deposit with you.



5. The Hirer, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of the hire.
6. The hire is not transferable to another party.
7. The Hirer shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
8. No alcohol will be offered for sale or supply by any Hirer without a limited South Australian Liquor Licence and the prior approval of IAASA.
9. Music system or amplified sounds must not exceed 50 decibels
10. The Hirer shall ensure that the centre is left in a clean and tidy condition at the end of the event. Failure to do so may result in additional charges and the bond or part thereof will be forfeited to meet the expenses and cost of repairs.
11. The Hirer is responsible for the full observance of public decency. The Hirer should not allow any activity or lewd behaviour which could offend standards of public decency.
12. The Hirer must observe any directions or instructions given by authorised IAASA Officers or representatives. No spitting, obscene or insulting language or disorderly behaviour shall be permitted in any part of the venue and IAASA reserves the right to refuse admission to any person/s, or to remove from the venue any person/s, participating in any such things prohibited by this clause.
13. The Hirer, or where applicable the Hirer and their guardian, must be on premises at all times during the event.
14. The Hirer is responsible for setting up and cleaning the venue and associated areas.
15. In consideration of local residents the Hirer is required to ensure that noise is kept to a reasonable level. It must not exceed 50 decibels.
16. The Hier is required to ensure compliance with the safe operating procedures provided and displayed on site for the operation of IAASA's equipment.
17. All deliveries or contractor access required must occur during the booked time unless otherwise arranged with the Centre Manager. The Hirer or their representative must be present to receive and supervise contractors and the delivery of goods at all times throughout your booking.
18. The control the premises is vested in the IAASA President or his/her nominee who shall have access to them at any time. Any instructions issued to you regarding use of the premises must be adhered to.
19. A permit is liable to be revoked by IAASA if the permit holder fails to comply with a condition of this permit or may be revoked in any other justifiable circumstance. The Hiring charges shall not be refunded under such circumstances.



20. IAASA reserves the right to change the Conditions of Hire and any agreements entered into regarding hire at any time.

21. Animals shall not be brought into the premises unless for medically approved health reasons.

22. A booking may be cancelled and the venue re-let where all fees and charges associated with the hire have not been paid in full prior to the scheduled hire date. IAASA shall not be liable in any way for any loss or damage or otherwise as a consequence of exercising this condition. Amendments to dates, times, location etc. of any existing booking is subject to availability and the IAASA Executive Committee reserves this right to amend any bookings.

23. The Hirer is responsible for all visitors to the venue. If there are intruders, then you must call the Police.

24. For security and access control purposes, the Hirer accepts that the premises including Main Hall area, driveways, pathways, on-site carpark and area under pergola is monitored and recorded by continuous camera surveillance.

### **Hire Information & Special Conditions**

#### **Application to IAASA :**

The applicant's request for venue hire will be reviewed upon submission of an application for venue hire via the IAASACC Hire Booking Enquiry form or approved equivalent.

Application form for venue hire can be submitted from the website ([www.iaasa.com.au](http://www.iaasa.com.au)) or alternatively, you may contact the Centre Manager. The Centre Manager will contact the applicant with the details and venue hire availability within one week from receipt of the application form.

Note: that the completion of the IAASACC Hire Booking Enquiry form or approved equivalent, and submission of all applicable supporting documentation forms part of the Terms and Conditions for venue hire.

#### **Fees and Payments:**

Payments may be made by cheque or EFTPOS (Visa or MasterCard).

#### **Bond Conditions**

The applicable bond is payable for all bookings no prior to the event. All or a portion of the bond may be retained at our discretion. If cost of damages exceed the bond, the hirer will be liable for any extra costs incurred. IAASA reserves the right to employ contractors/staff to rectify any breach of bond conditions, without notifying the hirer in order to minimise the impact to other hirers

If any additional cleaning, repair or replacement due to damage or replacement of missing/stolen items is necessary as a result of the booking, then part or whole of the bond will be retained and the Hirer will be invoiced for any costs over and above the bond.



## **Security**

The Hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off and all external doors are locked. In the event that the building is not properly secured, any costs to recover security call out charges, repair to damaged items or replacement of stolen items will be borne by the Hirer. If security staff are required for any activity the costs of such a service will be borne by the Hirer. IAASA reserves the right to visit the Centre at any time during the booking period to check that activities are compliant with the Terms and Conditions of Booking.

## **Damage to Building & Equipment**

The Hirer is responsible for any damage or loss to the building, equipment or Libraries Collection that may occur while the Centre is in use and undertakes to promptly compensate the IAASA upon request. Also refer "Security".

## **Emergency Response Plan**

Hirers are advised to have an emergency response plan, for their own safety and protection, including contact details of police, ambulance and fire. Groups should familiarise themselves with all exits and fire alarm, to be prepared in the event of evacuation.

## **Permit**

Upon payment and receipt of all applicable fees and supporting documentation, you will receive an email approving the hire and acknowledging the receipt. It is a condition of hire that you bring a copy of this email with you on the day as evidence of your hire.

## **Set up, Decorations and Pack Down**

The venue does not have a resident caretaker. Therefore, the hire fee does not include setting up or packing up of equipment or furniture. This is the responsibility of the Hirer.

Any equipment or personal goods need to be removed from premises at the conclusion of your event unless by prior arrangement. Any goods left behind will be communicated to the Hirer. If they are not collected after a period of 30 days, they shall be considered abandoned and disposed of as IAASA thinks fit without further notification.

Please refer to the 'Special Activities' list for items, decorations, appliances and activities that are not permitted in association with your hire or may require prior approval

## **Housekeeping/Rubbish/Cleaning**

- All litter resulting from your hire must be removed from the venue. The existing bins are for IAASA activities and use only.
- The venue must be left clean and tidy and free of spills and debris. This includes the removal of any rubbish or debris found outside the building as a result of your hire.
- All furniture and equipment must be returned to storage or, if no storage is available onsite,



- stacked safely against the sides of the room/venue so as to minimise hindrance or risk to cleaners and fellow hirers.
- All doors and emergency exits must be left clear.
- All table tops and benches need to be left clean. In kitchens, a sterilising agent is required to be used on bench tops. Hirers are responsible to provide cleaning products.
- The Hirer will be responsible for any damage or cleaning fees resulting in noncompliance with these terms and conditions occasioned during the period of hire.

### **Safety, Fire & Evacuation**

- In the interests of Health and Safety and Welfare of all visitors to the Centre, the whole of the premises is considered a Non-Smoking area. This includes the on-site parking areas, driveways, pathways and pergola areas.
- Children under the age of 12 years must be under the direct supervision of an adult at all times.
- You must obtain our approval to place fixtures, lights or equipment in the area especially in the case of gas or other combustible materials on the premises

### **Complaints Received Relating to an Event or Hirers Conduct**

Where a complaint is received regarding an event or a hirer's conduct an IAASA Executive Committee member will undertake to investigate and mediate in the interest of the venue. Where a complaint is upheld as valid, events and bookings may be cancelled. Behaviour deemed aggressive, offensive or otherwise unacceptable may result in cancellation of the booking and event without any minimum prior notice.

Any claim for review of the decision will be referred to the Community Centre Manager or the equivalent officer. Cancellations will not be reinstated while this occurs.

### **Keys/Security**

- Access keys for after-hours hirers must be collected from the Community Centre Manager on the day of hire (or unless otherwise arranged). It is the hirer's responsibility to arrange key collection with Community Centre Manager and/or obtain the relevant key lock codes.
- Access to the venue is restricted to the hours of your booking, unless prior arrangement is made and confirmed in writing. Please ensure any setting up of hall is included in your hire times
- Keys for all venues must be returned to the Centre Manager within 24 hours following the conclusion of the event, unless by prior arrangement.
- Keys and/or key lock codes are not to be distributed for any purpose other than access for the specific event which is booked. Allowing other persons into the premises at any other time, under any circumstances not explicitly authorised and documented by Centre Manager or IAASAA Executive, may result in the immediate cancellation of your event and any future bookings.



## Noise

Venue patrons are asked to respect the neighbouring residents by keeping noise to an acceptable level (not exceeding 50 decibels) at all times including when entering or departing the venue.

## Advertising Banners

- Advertising banners of any kind including sandwich boards are not to be erected on IAASA property under any circumstances unless done so with prior written approval of IAASA
- Failure to comply with these conditions may result in cancellation of current and future bookings for the Community Centre

## Special Activities

The following activities are not permitted unless by prior written approval from IAASA:

- Use of polish or floor speed on any floor surface
- Use of electrical and non-electrical appliances of any kind.
- Use of candles unless they are floating candles or enclosed tea light candles
- Use of adhesive tape or materials of any type, including drawing pins, nails and tacks on bare walls, windows, doors, cabinetry or furniture. .
- Removal of existing furniture or equipment from the premise.

Approval from IAASA does not negate the Hirer of their responsibility to comply with any legislation relating to the activity.

## Further Information and Useful Links

- [www.iaasa.com.au](http://www.iaasa.com.au)
- Consumer and Business Services: <https://www.cbs.sa.gov.au/> or call 131 882.
- Non-License Holders – When Do I Need a Limited Licence? - [http://www.cbs.sa.gov.au/assets/files/non\\_licence\\_holders.pdf](http://www.cbs.sa.gov.au/assets/files/non_licence_holders.pdf)
- Environmental Protection Authority (EPA): [www.epa.sa.gov.au](http://www.epa.sa.gov.au) or 8204 2004.
- General Environmental Noise Information Sheet - [http://www.epa.sa.gov.au/files/4772\\_info\\_noise\\_general.pdf](http://www.epa.sa.gov.au/files/4772_info_noise_general.pdf)
- Safe Work SA: [www.safework.sa.gov.au](http://www.safework.sa.gov.au) or 1300 365 255

\*Please note that it is recommended that you complete hazard identification and risk assessment of your event prior to the day.

Resources to assist you in this process can be downloaded from the 'Event Safety' Information page on the Safe Work SA website