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9482 5100

Hire Agreement

JIKA JIKA COMMUNITY CENTRE
INCORPORATED
ABN 16 321 101 846

and

[#Name of Hirer]

Hire Agreement

This Hire Agreement is made on

Dated / /

Parties

Name	Jika Jika Community Centre Incorporated and ABN 16 321 101 846
Address	1b Plant Street, Northcote
Short name	(hereinafter called " Neighbourhood House ")
Name	[##Name of Hirer]
Address	[##insert address]
Short name	(hereinafter caller " Hirer ")

Background

- A. Council owns the Hired Area and leases the Hired Area which is contained within the Premises to the Neighbourhood House under the Lease.
- B. The Neighbourhood House has agreed to hire the Hired Area to the Hirer on the terms and conditions set out in this Agreement.
- C. The Neighbourhood House is a community asset where multiple groups may be using/hiring at the same time. Whilst you are not expected to share your room during your time of hire, please be mindful that other groups may be using the Neighbourhood House concurrently.

The Parties Agree

Definitions

In this Agreement:

Agreement means this hire agreement executed by the parties.

Bond means the bond specified in Item 8.

Council means the Darebin City Council, the owner and landlord of the Hired Area.

Deposit means the deposit specified in Item 7.

Neighbourhood House means the party specified in Item 2.

Hirer means the party specified in Item 3 and where consistent with the context includes the Hirer's employees, agents, invitees and persons the Hirer allows in the Hired Area.

Hire Fee means the hire fee specified in Item 6.

Hired Area means the area specified in Item 4.

Item means an item in the schedule attached to this Agreement headed Schedule 1".

Lease mean the lease between Council and the Neighbourhood House dated **31 May 2017**.

Occupation Period means the date(s) and time(s) specified in Item 5.

Premises means the **Jika Jika Community Centre Incorporated**.

Special conditions means the conditions referred to in Item 14.

1. Licence

In consideration of the Hirer paying the Hire Fee, the Neighbourhood House grants to the Hirer a licence to use the Hired Area for the Occupation Period subject to the terms and conditions of this Agreement.

2. Deposit/Hire Fee/Bond/Additional Charges

2.1 The Hirer must pay to the Neighbourhood House:

2.1.1 the Deposit by the date of this Agreement specified in Item 7; and

2.1.2 the Bond and the balance of the Hire Fee at least 10 days prior to the Occupation Period.

2.2 If the payment of the Deposit, Hire Fee or Bond is not paid by the due date, the booking/s will be automatically cancelled.

2.3 The Hirer is responsible for, and must pay to the Neighbourhood House, any additional charges incurred as a result of the Hirer's use of the Hired Area outside of the Occupation Period.

2.4 After a reasonable amount of time and notifications, if payment of any outstanding fees is not received, the debt will be forwarded to a Debt Collection Agency.

3. Hirer's Cancellation of Booking

3.1 If the Hirer cancels the booking it will be in accordance with the manner specified in Item 12.

4. Neighbourhood House's Cancellation of Booking

4.1 Notwithstanding that the Hirer has paid the Deposit, Hire Fee and/or Bond, the Neighbourhood House may terminate this Agreement at any time, with immediate

effect by giving written notice of termination to the Hirer, if the Hirer does not abide the terms and conditions of this agreement.

- 4.2 Upon termination of this Agreement, the Neighbourhood House will promptly refund to the Hirer all or any part of the Deposit, Hire Fee and/or Bond that has been paid by the Hirer at the Neighbourhood Houses' discretion.

5. Public Liability Insurance and Asset Cover

- 5.1 Subject to clause 5.4, the Hirer must effect the following policies of insurance:
- 5.1.1 a public liability policy of insurance noting Council's interest as landlord pursuant to the Lease, but not as joint insured, for the amount of \$10 million per single event (and the Hirer must provide the Neighbourhood House with a certificate of currency of such insurance prior to taking occupancy of the Hired Area); and
 - 5.1.2 a policy of insurance in respect of the Hirer's property for loss and damage from risks including fire and water damage for its full replacement value.
- 5.2 If the Hirer does not hold public liability insurance as required under clause 5.1 then the Hirer may be insured under the Neighbourhood House's or Council's public liability policy of insurance (depending on the location of the Hired Area) for an additional fee provided that this is specifically stated in Item 9 of the Schedule.
- 5.3 The Hirer must produce copies of the certificate(s) of currency to the Neighbourhood House prior to the Occupation Period and if the Hirer fails to do so, the Neighbourhood House may cancel the booking.
- 5.4 Hirers who can provide evidence of insurance cover from either the Departments of Education and Training or Human Services (HAC) or Victoria Managed Insurance Authority (VMIA) shall not be required to provide public liability insurance under this clause.
- 5.5 The Hirer must not do anything which may make any insurance affected by the Hirer invalid or capable of being cancelled or rendered ineffective.

6. Bond

6.1 Neighbourhood House may use Bond

If the Hirer breaches any of its obligations under this Agreement, the Neighbourhood House may use any amount of the Bond to compensate the Neighbourhood House for any loss suffered by the Neighbourhood House as a result of the breach.

6.2 Refund of Bond

The Neighbourhood House will refund the Bond to the Hirer no later than 14 days after the end of the Occupation Period, less any amount required to:

- 6.2.1 repair any damage to the Hired Area which occurred while the Hirer had access to the Hired Area, regardless of how the damage occurred;
- 6.2.2 clean the Hired Area or take any other action to return the Hired Area to its condition prior to the Occupation Period;

6.2.3 recover any other costs incurred due to a breach of this Agreement by the Hirer; or

6.2.4 recover any other monies due under this Agreement.

7. Release and Indemnity

7.1 The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases the Neighbourhood House from all claims, liability and loss in connection with the Hirer's hire and use of the Hired Area, including without limitation, for any damage done to the Hirer's property or for any personal injury sustained by the Hirer occurring at or in about the Hired Area.

7.2 The Hirer indemnifies and holds harmless the Council and the Neighbourhood House from and against all claims resulting from any damage, loss, death or injury in connection with the Hired Area and the Hirer's use of the Hired Area, including any damage caused to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

8. General Obligations

The Neighbourhood House acknowledges and agrees that:

8.1 heavy articles must not be brought onto the Hired Area unless the Hirer has obtained the Neighbourhood House's prior written approval;

8.2 confetti is not permitted to be thrown in or around the Hired Area;

8.3 the Hirer must not permit any gambling or lotteries to be conducted on the Hired Area;

8.4 the Hirer must not sell or raffle alcoholic drinks in the Hired Area;

8.5 the Hirer must not damage any part of the Hired Area, or allow any other person to do so;

8.6 the Hirer must not remove or relocate any Neighbourhood House furniture or equipment outside of the Neighbourhood House, or allow any other person to do so;

8.7 the Hirer is not permitted to sell food in the Hired Area;

8.8 the Hirer must not use paint, glue, tape, tacks, nails, screws or staples in setting up decorations or erect any sign or notices or affix anything to the interior or exterior of the Hired Area without the Neighbourhood House's prior written consent;

8.9 the Hirer must reimburse the Neighbourhood House for any costs associated with the supervision of the Hired Area, public safety and the provision of adequate security staff by Council as required by Council during the Hirer's occupation of the Hired Area;

8.10 the Hirer must not duplicate any keys, change any locks to the Hired Area or disclose any security codes to any third party;

8.11 the Hirer must not permit any person to smoke in the Hired Area, or within any part of the Premises;

8.12 the Hirer must not obstruct or interfere with any signage, warnings or directions at the Hired Area;

- 8.13** the Hirer must not permit any animals to be brought into the Hired Area, other than a dog used as an aid by a visually or hearing impaired person;
- 8.14** the Hirer must not permit the number of people in the Hired Area at any one time to exceed the maximum number specified in Item 11;
- 8.15** the Hirer, in the case of a performance or concert, shall not produce, or permit to be produced, any dramatic or musical work that infringes on the copyright of any owner or such right or rights;
- 8.16** the Hirer must keep noise within the requirements of the Environmental Protection Authority and any local law of Darebin City Council and must not allow any musical instrument, amplified sound equipment, or public address system to be audible beyond the boundaries of the Hired Area;
- 8.17** the Tenant must not do anything in connection with the premises which may cause a nuisance or interfere with any other person; or be dangerous or offensive in the Neighbourhood House's reasonable opinion.
- 8.18** the Hirer must comply with all laws in connection with the Hired Area and the Hirer's use of the Hired Area, including, without limitation, complying with any occupational health and safety requirements and obtaining any necessary licences, registrations, approvals, permits and authorisations which may be necessary with respect to the Hirer's use of the Hired Area;
- 8.19** the Neighbourhood House is to provide the Hirer with an Emergency Evacuation Plan attached to this Agreement at Annexure B;
- 8.20** the Hirer must correctly disclose the exact nature of a function and the proposed use of the Hired Area;
- 8.21** the Hirer must not transfer or sub-let their Licence to a third party without the Neighbourhood House's prior consent;
- 8.22** the Hirer must provide competent adult supervision at all times for people under the age of 18; and
- 8.23** the Hirer, if providing a program, activity or event for people under the age of 18, will provide the Neighbourhood House, their Working with Children Check.

9. Hirer's Obligations at the End of the Occupation Period

- 9.1** At the end of the Hirer's occupation of the Hired Area, the Hirer must:
- 9.1.1** vacate the Hired Area and return the Hired Area to the Neighbourhood House in the same condition it was in prior to the Occupation Period, including cleaning the Hired Area and removing all rubbish and anything belonging to the Hirer;
 - 9.1.2** the keys are to be returned to the Neighbourhood House in the manner specified in Item 13; and
 - 9.1.3** ensure that all appliances are switched off and all doors are locked before leaving the Hired Area.
- 9.2** If the Hirer fails to comply with clause 9.1, the Neighbourhood House may carry out the necessary cleaning and other works and deduct the amount incurred in doing so from the Bond.

10. Right of Entry

The Neighbourhood House and its authorised representative may enter and remain in the Hired Area at any time.

11. Not to Create Tenure

This Agreement is an agreement for the casual or regular hire of the Hired Area, and does not confer any rights of exclusive possession or other proprietary rights on the Hirer.

SAMPLE

Schedule 1

- Item 1. **Date of this Agreement:** The day of

- Item 2. **Neighbourhood House:** **Jika Jika Community Centre Incorporated and ABN 163 211 018 46** of Corner Plant and Union Streets, Northcote 3070

Postal Address: 1b Plant St Northcote VIC 3070

- Item 3. **Hirer:** **Name/ Company: [##Insert name of Hirer, its ACN if a company, or its ABN if an incorporated association and its address]**

Organisation/Group: (if applicable)

Contact Name:

Telephone No.

Email: (if applicable).....

- Item 4. **Hired Area:** Part of the **Jika Jika Community Centre Incorporated** as shown ##attached on the plan attached to this Agreement at Annexure A

- Item 5. **Occupation Period:** **[##Insert the date and times on which the Hirer will be in occupation of the Hired Area]**

- Item 6. **Hire Fee:** **### per day/per evening/per hour to be paid in advance**

- Item 7. **Deposit:** **#[##Insert] including GST to be paid by [Date.....] or [##Nil]**

- Item 8. **Bond:** **#[##Insert] including GST to be paid by [Date.....] or [##Nil]**

- Item 9. **Insurance:** **[##Choose one:**

Hirer holds own public liability insurance cover

Hirer to be insured under Neighbourhood House's public liability insurance cover

Hirer to be insured under Council's public liability insurance cover]

- Item 10. **Use of the Hired Area:** **[##Insert permitted use of area]**

- Item 11. **Maximum No. of persons:** **[##Insert amount]**

- Item 12. **Cancellation** 12.1 if the Casual Hirer or Teenage Birthday Party cancels a hire booking less than 4 business days from the commencement of

the Occupation Period the hire fee and Deposit will be forfeited.

12.2 if the Regular Hirer cancels a hire booking less than 10 working days from the commencement of the Occupation Period the hire fee and deposit will be forfeited.

12.3 the Neighbourhood House agrees to promptly refund to the Hirer any amount of the Deposit, Hire Fee and Bond that is not forfeited pursuant to Clauses 12.1 and 12.2.

Item 13. Key Return:

Return the keys to the Key Safe at the Neighbourhood House at the conclusion of your booking.

Item 14. Special Conditions:

Item 15. Cancel or Rearrange bookings

Notwithstanding Clause 4.1 and if the Hirer has paid the Deposit, Hire Fee and/or Bond, the Neighbourhood House may terminate this Agreement at any time, with immediate effect by giving written notice of termination to the Hirer, at the Neighbourhood's Houses' discretion.

SAMPLE

Signing Page

This Hire Agreement is executed by the parties specified in Item 2 and 3 of the Schedule.

Executed by Jika Jika Community Centre)
Inc ABN 16 321 101 846 in accordance with)
section 38(1) of the *Associations Incorporation*)
Reform Act 2012 by being signed by)
authorised persons for the incorporated)
association:

.....
Full name
Jika Jika Community Centre Incorporated

.....

Signed by [##Insert Hirers Name and ABN)
or Incorporated Number or Name of)
Individual/s] or by persons authorised by it to)
sign this Hire Agreement on its behalf.)

..... Signature

..... Print Name

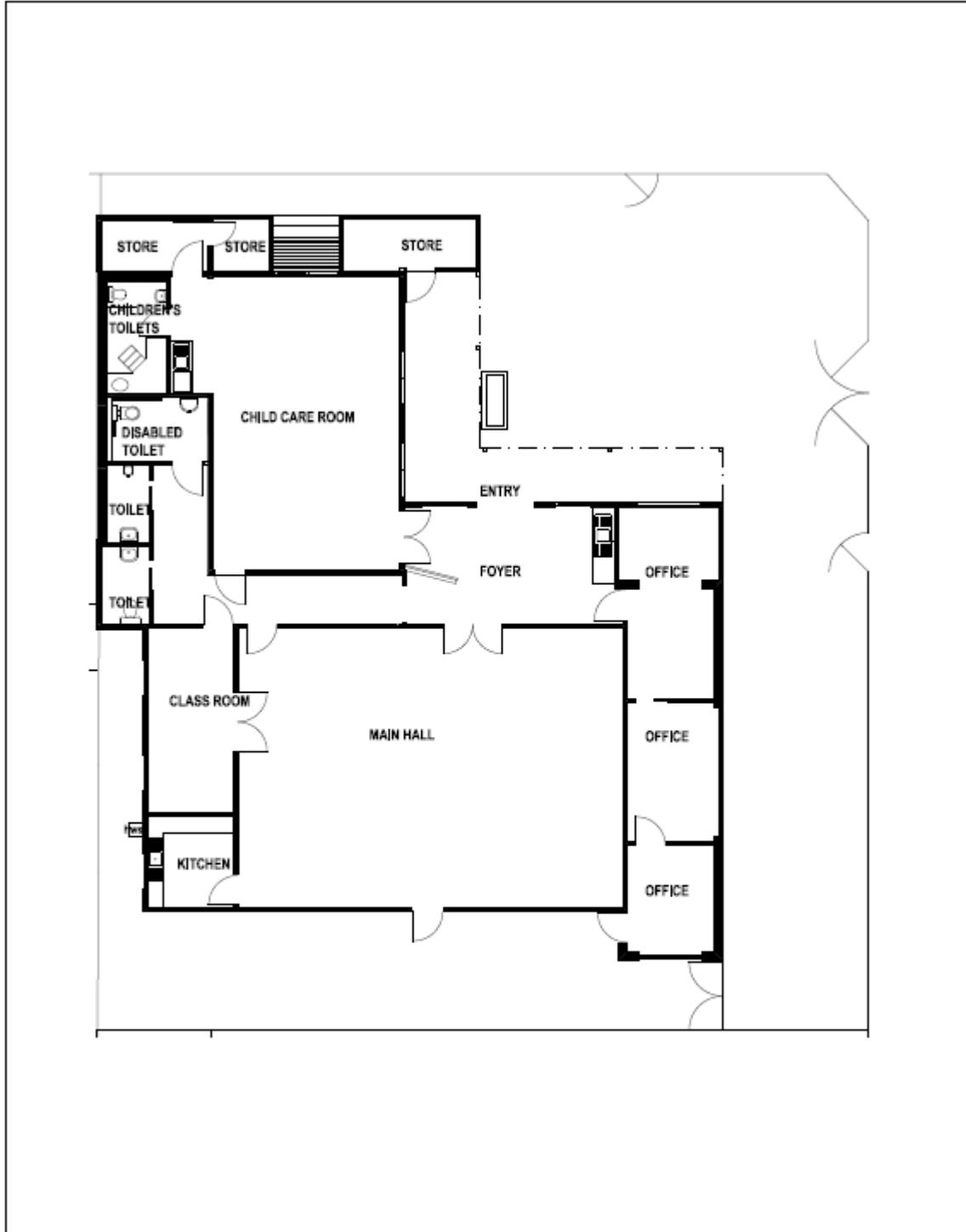
In the presence of:

..... Signature

..... Print Name

Annexure A

Plan of Hired Area – corner Plant and Union Streets, Northcote



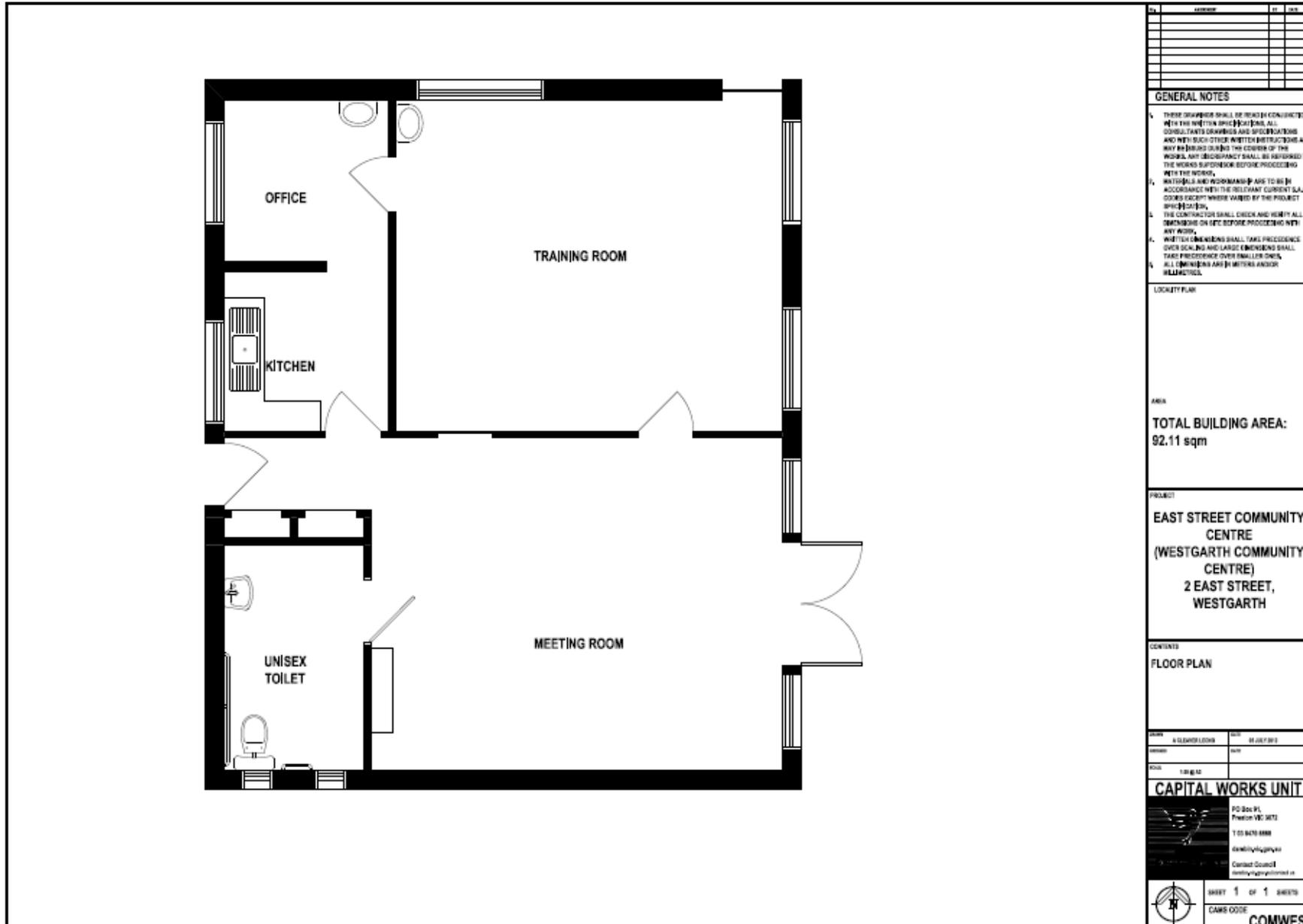
PROJECT
SITE PLAN

J/KA J/KA COMMUNITY HALL
1 PLANT STREET, NORTHCOTE

City of **D A R E B I N**
Asset Services Department
Project Management Unit
27A Bunner Street, Northcote, VIC 3070
ph: (03)9479 4000 fax: (03) 9479 5400

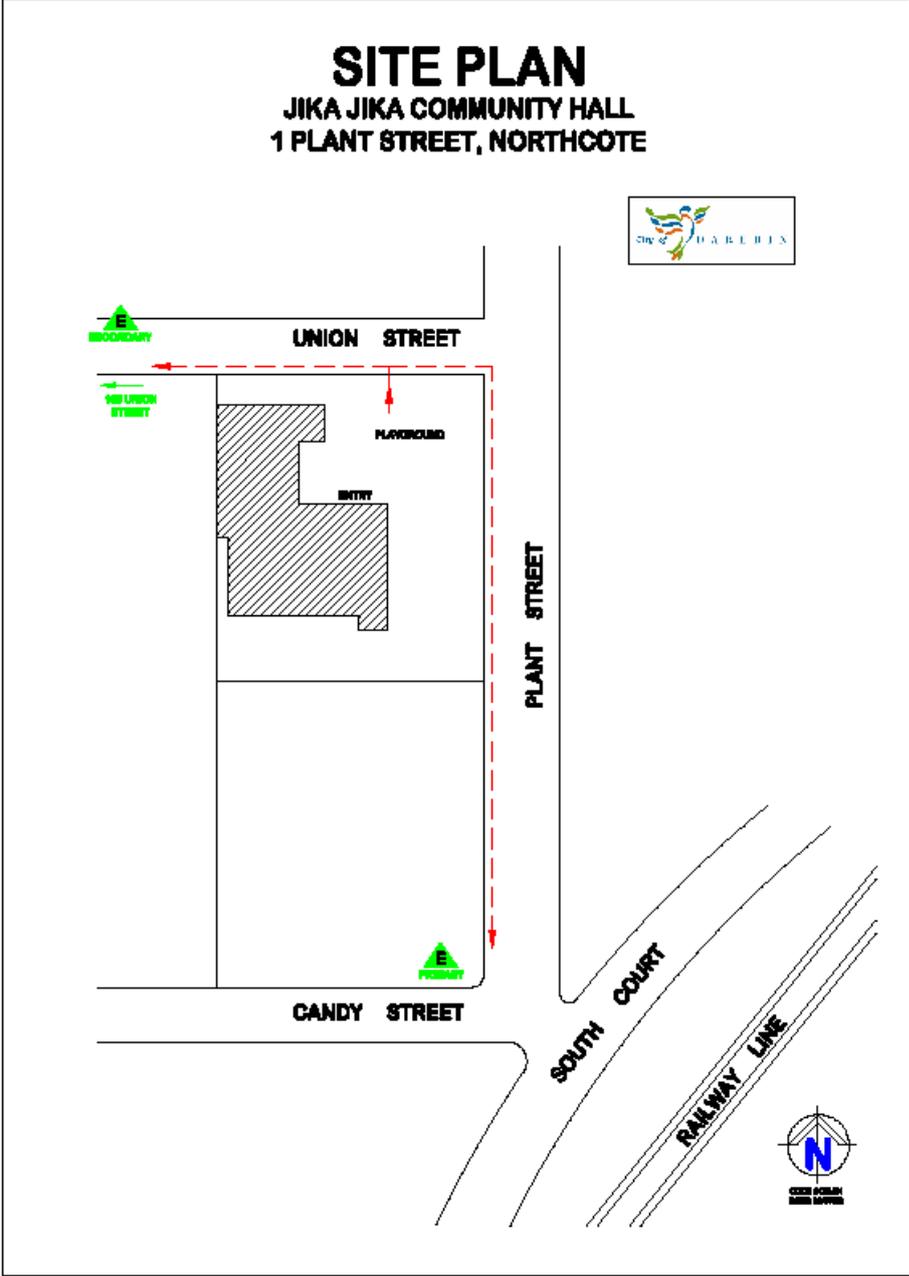
NAME A CLEWER LEGG	DATE 02 MAY 2012
DESIGNER	DWG
SCALE 1:100 @ A3	
	SHEET 1 OF 1 SHEETS
	COM CODE COMJK

Plan of Hired Area - Jika in the Park, 2 East Street, Northcote



Annexure B

Emergency Evacuation Plan - corner Plant and Union Streets, Northcote



SITE PLAN

EAST STREET COMMUNITY CENTRE (WESTGARTH COMMUNITY CENTRE) 2 EAST STREET, WESTGARTH

