

## **The Place: Charlestown Community Centre Conditions of Venue Hire**

**Effective from 1 July 2020  
(Revision 23 June 2020)**

### **1. This Agreement**

#### **1.1 Once:**

- (a) the Application Form has been signed by You and submitted to The Place; and
- (b) The Place has signed and returned the Application Form to You,

an agreement is formed between You and The Place on the terms contained in the Application Form and the Terms and Conditions (**Agreement**).

### **2. Venue hire**

#### **2.1 During each Hire Period, The Place will provide You with access to:**

- (a) the Hired Space for the Hire Purpose;
- (b) the Common Areas, to the extent necessary for You to have the benefit of clause 2.1(a);
- (c) if hired, the Hired Equipment; and
- (d) if You have hired a Storage Space, the Storage Space and the Storage Facility, unless access to the Storage Facility is not practicable (including where access to the Storage Facility is not practicable because an Other User is occupying the space within which the Storage Facility is located).

#### **2.2 This Agreement does not grant You any exclusive rights in relation to the Premises or confer on You any interest in the Premises. The Place is entitled to access the Hired Space during each Hire Period, if required.**

#### **2.3 The following are at Your sole risk:**

- (a) Your Hire, including Your hire of the Hired Space;
- (b) Your access to the Hired Space or the Common Areas;
- (c) any hire by You of the Hired Equipment;
- (d) any hire by You of a Storage Space or access by You to the Storage Space or the Storage Facility; and
- (e) property brought onto the Premises by You or Your Participants.

### **3. Recurring Hires**

#### **3.1 Each Recurring Hire is for a maximum of six months. You may request that this period be extended by up to a further 6 months, and the Centre Manager may approve your request.**

### **4. Fees and Bonds**

#### **4.1 If Your Hire is:**

- (a) a One Off Hire, You must pay The Place the Hire Fee and the Bonds by the earlier of:
  - (i) four weeks prior to the Date of Hire Commencement; and
  - (ii) immediately after The Place sends You an invoice; or
- (b) a Recurring Hire, You must pay The Place:
  - (i) the Bonds by the earlier of:
    - (A) four weeks prior to the Date of Hire Commencement; and
    - (B) the date that is 7 days after The Place sends You an invoice; and
  - (ii) the Hire Fee (or such part of the Hire Fee as is included in The Place's invoice) within 7 days after The Place sends You an invoice.

#### **4.2 Subject to this Agreement (including clauses 4.3, 5.3 and 17.2), The Place will refund the Bonds to You within 14 days after the Final Hire Date.**

- 4.3 Without limiting clause 5.3 or 17.2, The Place may:
- (a) deduct the Key Bond from the amount to be refunded to You under clause 1.1 if You lose, damage or fail to return to The Place any key provided by The Place to You;
  - (b) deduct the Venue Bond from the amount to be refunded to You under clause 1.1, if:
    - (i) You or Your Participants cause or contribute to any damage to or loss of the Premises;
    - (ii) additional cleaning of the Premises is required in connection with Your Hire, including Your hire of the Hired Space;
    - (iii) one or more emergency services (including police, ambulance, Fire and Rescue NSW, the Rural Fire Service or the State Emergency Service) attend the Premises in connection with Your Hire, including Your hire of the Hired Space;
    - (iv) The Place receives any noise complaint in connection with Your Hire, including Your hire of the Hired Space; or
    - (v) You breach clause 9.1(c); or
  - (c) choose not to refund the Bonds to You under clause 1.1 if the Centre Manager is of the opinion that You breached the Agreement.
- 4.4 If You believe You are entitled to a greater amount than that refunded to You under clause 1.1, You must notify The Place within 28 days after:
- (a) You receive Your refund under clause 1.1; or
  - (b) if You did not receive a refund under clause 1.1, the date that is 14 days after the date such refund would have been due.

If You fail to do so, You release The Place from any claim in connection with the Bonds or the amount refunded to You under clause 1.1 (including where that amount is \$0).

## **5. Cancellation and modification of Hire**

- 5.1 If Your Hire is:
- (a) a One Off Hire, You may cancel Your Hire and terminate this Agreement prior to the commencement of the Hire Period by providing written notice to The Place; or
  - (b) a Recurring Hire, You may cancel:
    - (i) a Hire Period prior to the commencement of that Hire Period; or
    - (ii) all future Hire Periods and terminate this Agreement prior to the commencement of the next Hire Period,by providing written notice to The Place.
- 5.2 Subject to this Agreement (including clauses 4.3, 5.3 and 17.2), if You cancel:
- (a) Your Hire and terminate this Agreement under clause 5.1(a), The Place will refund the:
    - (i) Hire Fee; and
    - (ii) Bonds,to You within 14 days after The Place receives written notice from You under clause 5.1(a);
  - (b) a Hire Period under clause 5.1(b)(i), the Place will refund such part of the Hire Fee as relates to the cancelled Hire Period to You within 14 days after The Place receives written notice from You under clause 5.1(b)(i); or
  - (c) all future Hire Periods and terminate this Agreement under clause 5.1(b)(ii), the Place will refund:
    - (i) such part of the Hire Fee as relates to the cancelled Hire Periods; and
    - (ii) the Bonds,to You within 14 days after The Place receives written notice from You under clause 5.1(b)(ii).
- 5.3 Without limiting clause 4.3 or 17.2, if You cancel one or more Hire Periods and/or terminate this Agreement under clause 5.1, the Place may deduct:

- (a) any amount due under clause 5.4 from the amount to be refunded to You under clause 5.2; and
- (b) the following percentage of the Hire Fee or such part thereof as relates to the cancelled Hire Period(s) (as the case may be) from the amount to be refunded to You under clause 5.2:

<b>Time before commencement of cancelled Hire Period(s) that The Place receives written notice from You under clause 5.1</b>	<b>Percentage of Hire Fee or part thereof forfeited</b>
24 hours or less	100%
More than 24 hours but less than 7 days	50%
Between 7 – 14 days (inclusive)	25%
More than 14 days	0%

- 5.4 If You cancel or substantially modify any Hire more than three times (including, for a Recurring Hire, by cancelling or substantially modifying more than three Hire Periods), You must pay The Place an administration fee of \$45.00.
- 5.5 The Place may immediately cancel Your Hire and terminate this Agreement or modify Your Hire (including, where Your Hire is a Recurring Hire, by cancelling or modifying any Hire Period) by providing notice to You if:
- (a) the Premises:
    - (i) is damaged by fire, explosion, lightning, flood, storm, tempest, earthquake, subsidence, vehicle, aircraft or articles dropped from aircraft;
    - (ii) is adversely affected by an environmental hazard;
    - (iii) is affected by anything which may prejudice the safety, health or wellbeing of any person attending the Premises (including COVID-19); or
    - (iv) requires any maintenance or building works; or
  - (b) You do anything which prejudices the safety, health or wellbeing of any person attending the Premises, including if You breach clause 14.
- 5.6 Subject to this Agreement (including clauses 4.3 and 17.2), if The Place:
- (a) cancels Your Hire and terminates this Agreement under clause 5.5, The Place will refund to You the amount You have paid the Place within 14 days after The Place's notice to You under clause 5.5; or
  - (b) modifies Your Hire (including, where Your Hire is a Recurring Hire, by cancelling or modifying any Hire Period) under clause 5.5:
    - (i) You may be entitled to a credit; or
    - (ii) an additional fee may apply to Your Hire, as determined and notified to You by The Place.
- 5.7 If You believe You are entitled to a greater amount than that refunded to You under clause 5.2 or 5.6, You must notify The Place within 28 days after:
- (a) You receive Your refund under clause 5.2 or 5.6; or
  - (b) if You did not receive a refund under clause 5.2 or 5.6, the date that is 14 days after the date such refund would have been due.
- If You fail to do so, You release The Place from any claim in connection with the amount refunded to You under clause 5.2 or 5.6 (including where that amount is \$0).
- 5.8 If this Agreement is terminated under clause 5.1 or 5.5, neither party will be liable to the other except for breaches of this Agreement that occurred prior to termination.

- 5.9 On expiry or termination of this Agreement (including under clause 5.1 or 5.5), You must immediately return:
- (a) any keys in accordance with clause 11.5;
  - (b) any Hired Equipment to the Place; and
  - (c) any other property of The Place's to The Place.

**6. Insurance**

- 6.1 If the Application Form does not indicate that You are covered under The Place's public liability insurance policy, You:
- (a) can request to be covered under The Place's public liability insurance policy. If The Place approves Your request, You must pay on demand any additional insurance charges incurred by The Place as a result of Your request; or
  - (b) must obtain and maintain a public liability insurance policy in accordance with clause 6.3.
- 6.2 Notwithstanding clause 6.1, if Your Hire includes 12 or more Hire Periods in a calendar year, You must obtain and maintain a public liability insurance policy in accordance with clause 6.3.
- 6.3 If You must obtain and maintain a public liability insurance policy under clause 5.1(b) or 5.2, You must:
- (a) ensure that the public liability insurance policy is for at least the following amount:

<b>Risk level of Hire Purpose</b>	<b>Amount of insurance</b>
Low risk, as determined by The Place (including, for example, where the Hire Purpose is for a social group or educational activity)	\$10,000,000
Medium to high risk, as determined by The Place (including, for example, where the Hire Purpose is for a physically active activity, a band night or performance)	\$20,000,000

- (b) ensure that The Place is indemnified under the public liability insurance policy;
  - (c) ensure that the public liability insurance policy covers:
    - (i) Your liability to The Place and to third parties (including Your Participants); and
    - (ii) The Place's liability to You and to third parties (including Your Participants), for loss of or damage to property and death or injury of any person;
  - (d) ensure that the public liability insurance policy is maintained from the start of the Hire Period on the Date of Hire Commencement until the end of the Hire Period on the Final Hire Date; and
  - (e) provide a certificate of currency to The Place prior to the Date of Hire Commencement.
- 6.4 Without limiting clause 6.3, You must obtain and maintain appropriate insurance to cover any of Your or Your Participants' property and equipment used or stored at the Premises under this Agreement.
- 6.5 If You have employees who will be attending the Premises, You warrant that such employees are covered by Your workers compensation insurance.
- 6.6 You must ensure that Your contractors obtain and maintain:
- (a) appropriate public liability insurance for the duration of their attendance at the Premises; and
  - (b) any other necessary, relevant or appropriate insurances, including workers compensation insurance.
- 6.7 If requested by The Place, You must provide certificates of currency to The Place in respect of the insurance policies required under clauses 6.3, 6.4, 6.5 and 6.6.
- 6.8 The Place may, by notice to You:
- (a) determine that the risk of the Hire Purpose has changed since the date of the Agreement; and

- (b) require You to take out insurance, or additional insurance, to cover such risk.

## **7. Use of the Hired Space**

7.1 Without limiting any other provision of this Agreement, You must:

- (a) ensure that You and Your Participants only use the Premises for lawful purposes;
- (b) ensure that You and Your Participants comply with all Laws in connection with Your Hire (including Your hire of the Hired Space) or this Agreement;
- (c) obtain and maintain any Approval required in connection with Your Hire (including Your hire of the Hired Space) or this Agreement;
- (d) not permit anything that is disorderly or unlawful in connection with Your Hire, including Your hire of the Hired Space;
- (e) be present at the Hired Space at all times during each Hire Period, unless prior written consent has been obtained from The Place;
- (f) share the Common Areas with Other Users, and not obstruct the or restrict the Other Users' use of the Common Areas;
- (g) comply with The Place's instructions, directions, policies and procedures in connection with Your Hire (including Your hire of the Hired Space) or this Agreement;
- (h) not place any items in front of or obstruct clear access to any fire exits, first aid kits or defibrillators;
- (i) if anything occurs at the Premises that requires the attendance of any emergency service (including police, ambulance, Fire and Rescue NSW, the Rural Fire Service or the State Emergency Service):
  - (i) call the relevant emergency service immediately; and
  - (ii) notify The Place immediately and in any event within 24 hours of the occurrence;
- (j) if directed by The Place, engage security staff for the duration of a Hire Period and provide to The Place, at least one week before the commencement of the relevant Hire Period, proof of engagement which contains the security company's name, contact details and current licence number (for example, a booking form or receipt);
- (k) not place any signage anywhere in or on the Premises without prior written consent from The Place;
- (l) not put up any decorations without prior written consent from The Place;
- (m) not light any candles, a fire or a naked flame without prior written consent from The Place;
- (n) not affix nails, screws, hooks, staples or adhesive tape to:
  - (i) any part of the Premises; or
  - (ii) any furniture or equipment at The Premises;
- (o) not remove or relocate any property or items at the Premises not belonging to You or Your Participants without prior written consent from The Place;
- (p) not, and must ensure that none of Your Participants, smoke at the Premises or within ten metres of the Premises' main entry doors or external doorways;
- (q) ensure that the following items are not brought into or used at the Premises:
  - (i) any type of firework or flammable substance;
  - (ii) any toxic or dangerous chemical substance;
  - (iii) any knives or other weapons (except where the knives are to be used for the purpose of food preparation or consumption only);
  - (iv) any illegal substances (including any illegal drugs); and
  - (v) smoke machines or fog machines;
- (r) except where You have an Approval for the playing of bingo, ensure that no game of chance at which, either directly or indirectly, money is passed as a prize takes place at the Hired Space;

- (s) ensure that no pets or animals are brought onto the Premises, with the exception of guide dogs and service dogs;
- (t) comply with all Laws relating to food and health, including the *Food Act 2003* (NSW) and any regulations thereunder and the Australia and New Zealand Food Standards Code;
- (u) not, and ensure that none of Your Participants, take food or drink outside the Hired Space without prior written consent from The Place;
- (v) not sell, and ensure that none of Your Participants sell, alcohol at the Premises;
- (w) if You or Your Participants intend to bring alcohol into the Hired Space:
  - (i) notify The Place using the Application Form or, in any event, at least two weeks before the start of the relevant Hire Period; and
  - (ii) without limiting clause 7.1(v), if required, obtain an appropriate liquor licence prescribed by the *Liquor Act 2007* (NSW) and provide evidence of the licence to The Place;
- (x) without limiting any other provision of this Agreement (including clauses 7.1(a), 7.1(b), 7.1(c) and 7.1(d)), if alcohol is brought into the Hired Space or the Premises, ensure that:
  - (i) no person under the age of 18 years is served or allowed to consume alcohol;
  - (ii) no alcohol is consumed outside the Hired Space;
  - (iii) without limiting clause 7.1(v), You comply with relevant Laws (including your obligations under any liquor licence obtained in accordance with the *Liquor Act 2007* (NSW)), including ensuring that, if required:
    - (A) all alcohol is served by persons holding a current Responsible Service of Alcohol (**RSA**) certificate, and that copies of such RSA certificates are provided to The Place before the commencement of the relevant Hire Period;
    - (B) a member of The Place's staff holding a current RSA certificate is engaged by You for an additional hourly fee as determined and notified to You by The Place for the duration of alcohol service within the relevant Hire Period;
    - (C) appropriate RSA signage is displayed at all times during the relevant Hire Period;
    - (D) all alcohol brought into the Premises for consumption is sealed;
    - (E) a designated area for the service of alcohol is set up; and
    - (F) security staff are engaged for the duration of the relevant Hire Period in accordance with clause 7.1(j);
- (y) not cause, or permit any of Your Participants to cause, any nuisance; and
- (z) without limiting clause 9.1(c), ensure no noise is emitted from the Hired Space so as to:
  - (i) unreasonably interfere with the comfort or repose of;
  - (ii) be offensive to; or
  - (iii) be harmful to,
 a person who is outside the Hired Space, including neighbours and Other Users.

## **8. Hirer's acknowledgements**

8.1 You acknowledge that:

- (a) You are responsible for the acts and omissions of Your Participants in connection with Your Hire (including Your hire of the Hired Space) or this Agreement;
- (b) the Place may ban or have any person removed from the Premises if that person has caused, or is likely to cause, injury or damage to, or loss of, persons or property; and
- (c) CCTV is in use at Premises and may be reviewed and relied upon by The Place.

## **9. Out-of-hours Hires**

9.1 For Out-of-hours Hires, You must:

- (a) obtain a key for:
  - (i) the front door of the Premises; and
  - (ii) the Hired Space,
 prior to 4:30pm during Reception Hours at least one day before the commencement of the relevant Hire Period;
- (b) comply with The Place's directions in relation to unlocking and locking the Premises and disarming and setting the alarm and otherwise relating to Out-of-hours Hires; and
- (c) ensure that all music and amplified sound in the Hired Space ceases at the following times, unless written consent has been obtained from The Place prior to the start of the relevant Hire Period:

<b>Day</b>	<b>Time all music and amplified sound must cease</b>
Monday-Thursday (inclusive)	10:00pm
Friday-Sunday (inclusive)	11:30pm

**10. Children**

10.1 You must ensure that Your Participants who are under the age of 18 years:

- (a) are supervised at all times by a responsible adult; and
- (b) are not placed at risk upon entering or leaving the Premises.

10.2 Without limiting any other provision of this Agreement (including clauses 7.1(a), 7.1(b), 7.1(c) and 7.1(d)), You must ensure compliance with Child Protection Laws.

**11. Access, set-up and pack-up**

11.1 You:

- (a) can only access the Hired Space within each Hire Period, unless early access is approved under clause 11.3(a);
- (b) must not enter, or allow Your Participants to enter, parts of the Premises outside the Hired Space and the Common Areas, unless otherwise permitted by The Place; and
- (c) must show consideration to Other Users of the Premises at all times.

11.2 You must vacate the Hired Space at or before the end of each Hire Period. Set-up and pack-up time must be allowed for within each Hire Period.

11.3 During Reception Hours, You can request:

- (a) an adjustment to a Hire Period (including early access for unique functions including markets, weddings or parties); or
- (b) assistance from The Place with set-up and pack-up of unique functions including markets, weddings or parties, and certain equipment,

and such request may be approved by the Centre Manager subject to availability and for an additional fee as determined and notified to You by The Place.

11.4 Prior to the end of each Hire Period, unless otherwise approved in writing by The Place, You must:

- (a) leave the Hired Space in a clean and tidy condition;
- (b) leave the Common Areas and any equipment that You and Your Participants used in the condition they were in at the start of the Hire Period;
- (c) if directed by The Place, engage professional cleaners to undertake cleaning of the Hired Space. Such cleaning must finish within the Hire Period;
- (d) draw down all blinds in the Hired Space;
- (e) return any equipment used to the correct storage area;

- (f) collect and place in the appropriate bins, or remove from the Premises, all food, alcohol, rubbish and decorations;
  - (g) ensure any kitchenware used, including plates, bowls, mugs, glasses, and cutlery, are washed, dried and put away. You can request that The Place arrange washing-up services, and such request may be approved by the Centre Manager subject to availability and for an additional fee as determined and notified to You by The Place;
  - (h) remove all of Your and Your Participants' property from the Premises; and
  - (i) turn off all water taps, electrical equipment, audio-visual equipment and lights in the Hired Space.
- 11.5 You must:
- (a) return all keys to the appropriate "safe key box" at the end of a Hire Period; or
  - (b) personally deliver all keys to The Place's reception at the earliest possible opportunity and no later than 4:30pm on the first weekday after the end of a Hire Period,
- unless otherwise approved in writing by The Place. You must account for all keys, which are Your responsibility, until returned to The Place.
- 11.6 Any property left by You or Your Participants on the Premises after a Hire Period may be removed and disposed by The Place without compensation.
- 11.7 Without limiting clause 11.4, You must ensure that the Hired Space and any equipment or facilities of The Place used by You or Your Participants are properly cleaned prior to the end of each Hire Period.
- 12. Storage**
- 12.1 If You have hired a Storage Space and The Place gives you access to the Storage Space and the Storage Facility under clause 2.1 (d), You must:
- (a) lock the Storage Facility when You are not accessing it; and
  - (b) leave the Storage Facility clean and tidy at the end of each Hire Period.
- 12.2 Without limiting any other provision of this Agreement, You are responsible for any damage and costs resulting from the Storage Space or the Storage Facility being left unsecured and/or Your failure to comply with clause 12.1.
- 13. Equipment**
- 13.1 You must ensure that all Hired Equipment is left clean, undamaged and in good working order at the end of each Hire Period.
- 13.2 You must report any damaged or faulty Hired Equipment identified at the commencement of a Hire Period to The Place immediately. If not reported, You are responsible for the cost of repair.
- 13.3 You are responsible for ensuring You understand how to use the Hired Equipment before the commencement of each Hire Period. Any training required prior to a Hire Period must be pre-booked with The Place's staff. An additional fee, as determined and notified to You by The Place, may apply for any such training.
- 13.4 You may request to engage, and The Place may approve the engagement by You of, The Place's staff to assist with audio visual equipment during a Hire Period. An additional fee as determined and notified to You by The Place may apply.
- 13.5 You must ensure that any property (including any electrical appliance) brought onto the Premises by You or Your Participants for use in the Hired Space is in good working order, undamaged and safe for use.
- 13.6 You must notify The Place if You or Your Participants intend to bring an electrical appliance onto the Premises for use at the Hired Space at the time of submitting Your application for hire to The Place. The Place may:
- (a) inspect any electrical appliance prior to use;
  - (b) direct that any electrical appliance be tagged and tested by a licensed electrician prior to use; or
  - (c) deny the use of any electrical appliance if The Place is of the opinion that the electrical appliance is not in good working order, is damaged or is unsafe for use.



#### **14. COVID-19 requirements**

- 14.1 This clause 14 applies unless the Application Form indicates that it does not apply.
- 14.2 Without limiting any other provision of this Agreement (including clauses 7.1(a), 7.1(b), 7.1(c) and 7.1(d)), You must, and must ensure that Your Participants, comply with the following in the Premises:
- (a) all Laws regarding COVID-19; and
  - (b) all applicable guidelines, warnings, requirements and similar of any authority or organisation having jurisdiction in connection with the Hire Purpose, the Premises, Your Hire (including Your hire of the Hired Space) or COVID-19.
- 14.3 Without limiting clause 7.1(g), You must, and must ensure that Your Participants, follow all instructions, directions, policies and procedures of The Place in connection with COVID-19.
- 14.4 Without limiting any other provision of this Agreement (including clauses 7.1(a), 7.1(b), 7.1(c), 7.1(d), 14.1 and 14.3), You must:
- (a) ensure that the number of Your Participants permitted into the Hired Space does not exceed the maximum number permitted by:
    - (i) Law;
    - (ii) applicable guidelines, warnings, requirements and similar of any authority or organisation having jurisdiction in connection with the Hire Purpose, the Premises, Your Hire (including Your hire of the Hired Space) or COVID-19; or
    - (iii) The Place's instructions, directions, policies and procedures in connection with COVID-19,(whichever is the lesser);
  - (b) comply with any industry-specific requirements applicable to the Hire Purpose, the Hired Space or You or Your Participants in connection with COVID-19;
  - (c) ensure that You and Your Participants enter the Premises no more than five minutes prior to the commencement of each Hire Period and leave the Premises within five minutes after the end of each Hire Period, unless otherwise approved by The Place; and
  - (d) clean the Hired Space, the Hired Equipment and any equipment in the Hired Space in accordance with The Place's instructions, directions, policies and procedures.
- 14.5 If You have an Out-of-hours Hire, or have not paid for set up/pack up services, The Place will provide an additional half hour extension to the end of the relevant Hire Period, at no additional cost to You, to allow You to clean the Hired Space.

#### **15. Additional function coordination and marketing services**

- 15.1 You may request, and The Place may approve:
- (a) management and coordination of functions and events by The Place; or
  - (b) marketing or promotion of You or Your use of or activities at the Premises.
- 15.2 If The Place approves Your request under clause 15.1, an additional fee as determined and notified to You by The Place may apply.

#### **16. Indemnity**

- 16.1 You indemnify The Place and each Other User against any:
- (a) loss, damage, expense or cost (including legal costs on a solicitor-client basis); or
  - (b) action, claim or demand,
- suffered or incurred by The Place or an Other User in connection with:
- (c) Your Hire, including Your hire of the Hired Space;
  - (d) the access to or use of the Premises or the Hired Equipment by You or Your Participants;
  - (e) any act or omission of You or any of Your Participants; or
  - (f) any breach of this Agreement by You.

16.2 To the extent that indemnity in clause 16.1 benefits Other Users, The Place holds the benefit of that indemnity on trust for the Other Users.

16.3 Without limiting clause 16.1, You accept full responsibility for:

- (a) anything that occurs within the Hired Space during a Hire Period; and
- (b) illness or death of persons or damage to or loss of property, arising out of or in connection with any act or omission of You or any of Your Participants.

## 17. Remedies

17.1 Without limiting any of its other rights or remedies, if You do not comply with this Agreement, The Place may:

- (a) terminate this Agreement immediately and require You and Your Participants to immediately vacate the Premises; or
- (b) cancel all or any future Hire Periods in respect of Your Hire.

17.2 The Place may deduct at any time from any money due to You under this Agreement (including under clause 1.1, 5.2 or 5.6) any:

- (a) debt or other moneys due from You to The Place under this Agreement; or
- (b) other money which The Place reasonably believes is or will be due from You to The Place under this Agreement (including under clause 16.1) or otherwise.

## 18. Non-assignment

18.1 Without limiting clause 2.2, You must not:

- (a) novate, transfer, assign or otherwise dispose of Your interests in this Agreement without the prior written consent of The Place; or
- (b) sub-let the Premises or any part of it.

## 19. General

19.1 You acknowledge that You are satisfied that the Hired Space is suitable for the Hire Purpose and The Place does not warrant that the Hired Space is suitable for the Hire Purpose.

19.2 You warrant that the information You have supplied to The Place is true and correct.

19.3 This Agreement is governed by the laws of New South Wales.

## 20. Definitions

20.1 In this Agreement, unless the context indicates a contrary intention, the following terms have the following meanings:

- (a) **Agreement** has the meaning given in clause 1.1;
- (b) **Application Form** means the document titled "Application for Venue Hire", as signed by You and The Place and which forms part of this Agreement;
- (c) **Approval** means any certificate, licence, consent, permit, approval or requirement:
  - (i) required by any Law in connection with Your Hire, including Your hire of the Hired Space; or
  - (ii) of any authority or organisation having jurisdiction in connection with Your Hire, including Your hire of the Hired Space;
- (d) **Bonds** means the Venue Bond, the Key Bond and any other bond identified on the Application Form;
- (e) **Catering Fee** means the amount identified as the catering fee on the Application Form;
- (f) **Centre Manager** means the manager of The Place;
- (g) **Child Protection Laws** means any Law relating to the protection or wellbeing of children, including *the Child Protection (Working with Children) Act 2012* (NSW) and any regulations thereunder;
- (h) **Common Areas** means the foyer, toilet and hallways at the Premises;

- (i) **COVID-19** means:
  - (i) COVID-19; and
  - (ii) any effect of COVID-19, including Laws, quarantine measures, self-isolation measures and social distancing measures;
- (j) **Date of Hire Commencement** means the date identified as the date of hire commencement on the Application Form;
- (k) **Equipment Fee** means the amount identified as the equipment fee on the Application Form;
- (l) **Final Hire Date** means the date identified as the final hire date on the Application Form;
- (m) **Hire** means a One Off Hire or a Recurring Hire, as the case may be;
- (n) **Hire Fee** means the sum of the Venue Hire Fee, the Set Up and Staffing Fee, the Equipment Fee, the Catering Fee and the Storage Space Fee;
- (o) **Hire Period** means each hire period set out on the Application Form, from the Hire Period Start Time to the Hire Period End Time;
- (p) **Hire Period End Time** means the time identified as the hire period end time on the Application Form;
- (q) **Hire Period Start Time** means the time identified as the hire period start time on the Application Form;
- (r) **Hire Purpose** means the purpose of hire set out on the Application Form;
- (s) **Hired Equipment** means equipment, furniture or other property of The Place hired by You from The Place, set out on the Application Form;
- (t) **Hired Space** means the space hired by You at the Premises, as set out on the Application Form;
- (u) **Key Bond** means the amount identified as the key bond on the Application Form;
- (v) **Law** means:
  - (i) any act, ordinance, regulation, by-law, order, policy, guideline, advice, warning, standard, award, proclamation, certificate, requirement or code of the Commonwealth of Australia or State of New South Wales, including relating to work health and safety, food handling and hygiene, liquor licensing and the responsible service of alcohol; and
  - (ii) without limiting paragraph (i), any Approval;
- (w) **One Off Hire** means a hire:
  - (i) in respect of which the Date of Hire Commencement and the Final Hire Date are the same day; and
  - (ii) that has only one Hire Period,
 as set out on the Application Form;
- (x) **Other User** means other persons who hire or attend the Premises, excluding Your Participants;
- (y) **Out-of-hours Hire** means a hire where part or all of the Hire Period is outside of the Reception Hours;
- (z) **Premises** means The Place Charlestown Community Centre, located at Frederick Street and Pearson Street, Charlestown NSW 2290, and includes the Hired Space and the Common Areas;
- (aa) **Reception Hours** means Monday to Friday from 8.30am to 5.00pm, excluding:
  - (i) public holidays in the state of New South Wales; and
  - (ii) scheduled closure periods of the Premises;
- (bb) **Recurring Hire** means a hire that has multiple Hire Periods that occur on a recurring basis as specified on the Application Form, with the first Hire Period occurring on the Date of Hire Commencement and the final Hire Period occurring on the Final Hire Date;
- (cc) **Set Up and Staffing Fee** means the amount identified as the set up and staffing fee on the Application Form;

- (dd) **Storage Facility** means the storage facility within which the Storage Space is located;
- (ee) **Storage Space** means a space within the Storage Facility within which The Place permits You to store Your property under this Agreement in consideration for Your payment of the Storage Space Fee;
- (ff) **Storage Space Fee** means the amount identified as the storage space fee on the Application Form;
- (gg) **Terms and Conditions** means this document, as amended or replaced by The Place from time to time;
- (hh) **The Place** means Charlestown Youth and Community Centre Inc (ABN 35 586 754 414);
- (ii) **Venue Bond** means the amount identified as the venue bond on the Application Form;
- (jj) **Venue Hire Fee** means the amount identified as the venue hire fee on the Application Form;
- (kk) **You** means the hirer of the Hired Space, as set out on the Application Form, being a person over the age of 18 years; and
- (ll) **Your Participant** means a person attending the Premises at Your invitation, including any contractor (for example, a security company, caterer, decorator or musician).

20.2 In this Agreement:

- (a) unless the context indicates a contrary intention:
  - (i) “including” and “includes” (and any other similar expressions) are not words of limitation and a list of examples is not limited to those items or to items of a similar kind;
  - (ii) “or” has its inclusive meaning, meaning one, some or all of a number of options;
  - (iii) a word that is derived from a defined word has a corresponding meaning;
  - (iv) the singular includes the plural and the plural includes the singular;
  - (v) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their permitted novatees, permitted assignees, personal representatives and successors;
  - (vi) headings are for convenience only and do not affect the interpretation of the Agreement; and
  - (vii) references to any document (including the Terms and Conditions and this Agreement) are to that document as amended, replaced or novated from time to time;
- (b) unless this Agreement expressly provides otherwise, if The Place’s or the Centre Manager’s approval, consent, acceptance, determination, direction or similar is required or may be given under this Agreement, such approval, consent, acceptance, determination, direction or similar may be given or withheld in The Place’s or the Centre Manager’s (as the case may be) absolute discretion; and
- (c) any amount payable by You under any indemnity contained in this Agreement is payable on demand being made by The Place.