



79 Glenroy Hills Road, Glenroy Hills (10 mins from Tumbarumba, NSW)

## *Kearsley's* | Conditions of Hire

### General

Hirers are to enter into an agreement with Kearsley Enterprises Pty Ltd and are bound by the following conditions. Hirer's should read them carefully before signing the Agreement to Hire, the "Agreement".

### Permission to Use

Kearsley Enterprises Pty Ltd has total discretion to accept or decline any application. The Hirer will not provide false or misleading information, or omit to provide information that will result in the application being false or misleading. Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of a booking. The Hirer should not use the building for any purpose other than that specified within the "Agreement". It is the responsibility of the Hirer to see that their guests adhere to these conditions.

Where functions are attended by persons under the age of 18 years, the Hirer will be the person responsible for actively supervising the function. The person completing the booking form is subject to these terms and conditions. The hiring may not be assigned or transferred to any other person, persons or organisation without prior written permission of Kearsley's. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times.

Tents or marquees are permitted but must be approved by Kearsley's before erection.

No animals except "service dogs" may be admitted to the venue except with prior arrangement.

### Refundable Deposit Bond

The bond is fully refundable subject to any damages, cleaning, overstay of hire period, theft, misuse or vandalism of property. The bond is held by Kearsley's as a guarantee of compliance. Once the full compliance with the Conditions of Hire has been confirmed, repayment of the bond will typically occur within one (1) week of the Hirer providing their bank account details.

Any damage caused by the Hirer may result in a deduction of the bond and will be advised in writing. Where possible photos with evidence will be provided. The damages noted are at the ultimate discretion of Kearsley's. The Hirer will be liable for all costs incurred for damages and repairs that exceed the amount of the bond. Should the Conditions not be complied with, the bond or part thereof may be forfeited. The bond will be held by the Kearsley's until any dispute (if any should arise) has been resolved. Kearsley's reserves the right to retain the bond, in full (or in part) to cover or be deducted from make good repairs or cancellation penalties.

### Hire Charges

Charges are current until 30 June and subject to change 1 July each year. Hire fees applicable are dictated by the deposit date and will not increase if the event falls after an annual price increase. All of the fees listed are GST inclusive except the refundable deposit bond is GST free.

\*\*To be entitled to the community rate the Hirer must produce a copy of its certificate of Incorporation or not for profit registration at the time of placing the booking.

## Fee Schedule

	Peak January–April and October–December	Off Peak June–August	Mid Season May and September
Daily Hire Fee (excl. kitchen)	\$750.00	\$500.00	\$500.00
Full Weekend Fee (Friday to Sunday)	\$1,300.00	\$650.00	\$1,150.00
Daily Hire Fee (Community / not for profit organisations)	\$300.00	\$200.00	\$200.00
Full weekend Fee (Community/ not for profit organisations)	\$800.00	\$600.00	\$600.00
Commercial Kitchen access	\$200.00	\$200.00	\$200.00

<b>Refundable Security Bond</b>	\$750.00	The refundable security bond payment is required within 14 days of receipt of a completed Agreement to Hire. Until payment is received the booking is not confirmed
<b>Chair Hire</b>	\$2.00	Per chair
<b>Table Hire</b>	\$14.00	Per table
<b>Dinner plate hire</b>	\$0.75	Per plate
<b>Side plate hire</b>	\$0.40	Per plate
<b>Cancellation Fee</b>	\$100.00	See “Cancellations on a Sliding Scale” Section
<b>Portable Lectern and Microphone Hire</b>	\$250.00	
<b>Additional Inspection</b>	\$100.00	Additional inspections/orientations (in excess of 3 included)

## Payment Method

Payment can be made by credit card or electronic funds transfer. Cash and EFTPOS facilities are not available.

Total outstanding balances must be paid no later than eight (8) weeks prior to the booking date. Unless the final invoice is paid on time, the ACT Government reserves the right to cancel the booking. Access to the venue will not be provided until the balance is paid.



## Cancellations on a Sliding Scale

No monies are refundable unless the booking is cancelled in writing at least eight (8) weeks prior to the hire date. Kearsley's reserves the right to deduct the cancellation fee from bond monies held. In other instances, a cancellation invoice will be issued separately if the booking is cancelled before bond is paid. Should the Hirer cancel their booking at any time there is a refund policy within these periods;

A cancellation fee applies in all scenarios once a booking form has been provided ( <i>this includes booking cancellation during the time of submitting a booking form whilst awaiting issue and payment of invoice</i> ), plus:	\$100.00
Event cancelled or adjustment of hire period 0 to 2 weeks before the event date;	100% of the original hire fee will be forfeited.
Event cancelled or adjustment of hire period 2 to 6 weeks before the event date;	50% of the hire will be forfeited. Otherwise 50% of the difference in original vs. new hire period shall apply to the booking.
Event cancelled or adjustment of hire period 6 to 8 weeks before the event date;	25% of the hire fee will be forfeited. Otherwise 25% of the difference in original vs. new hire period shall apply to the booking.
Event cancelled or adjustment of hire period 8+ weeks before event date.	0% of the hire fee will be forfeited.

## Bookings Placed Within Six Weeks of the Hire Date

In such instances the bond, hire fees and other costs shall be paid immediately in order to secure the booking.

## Overstay of Hire Period

In special circumstances and subject to availability Hirers may request for equipment to be collected outside of the hire period. The Hirer request and Kearsley's approval is to be in writing. If written approval has not been granted, overstay of hire period charges will apply, these charges will be at the discretion of Kearsley's.

## Hire Period

Full day hire includes use of the venue from 9:00 am on the day of hire until 12:00 am the following morning.

The hire period shall include access to the venue for all set up and take down requirements. If the Hirer fails to vacate the venue after the conclusion of the hire, they shall pay Kearsley's, additional charges at current rates.

Included in the hire fee is full use of the venue, access to the rubbish facilities and a general clean after your event. The Hirer is required to deposit all rubbish in the skin bin provided.

## Portable Lectern and Microphone

A portable lectern and microphone is available for hire. See fee schedule table for charges.



## Venue Occupancy

The Hirer agrees not to exceed the occupancy limit at any time, and is personally responsible for the enforcement of the limit during the term of the agreement.

The Hirer agrees that it will, at all times, have control and conduct of the event. If Kearsley's reasonably suspects the Hirer will not have control of the event, they reserve the right to immediately cancel any booking made and the Hirer shall forfeit any fees, charges or bonds paid.

The occupancy numbers for the venue are listed below. Note that clear access paths to the designated exits are to be maintained at all times. These numbers are for maximum internal occupants only. The Hirer is to determine if the venue is appropriate for their event considering the event set up detail, attendee comfort level, etc.

Note that the maximum allowable occupancy numbers in each room cannot be combined to exceed the maximum venue occupancy.

### Occupancy

Style	Capacity	Diagram
<b>Lecture / Theatre</b>	120	
<b>Banquet / Wedding</b>	120	
<b>Seminar Style</b>	120	
<b>Boardroom</b>	120	

Style	Capacity	Diagram
<b>Cocktail</b>	120	
<b>Dance</b>	120	(no furniture)



## Facilities

- Full use of the venue, including the verandah, commercial kitchen (additional), toilets and outdoor lawns.
- Exclusive use of the precinct within the fence line.
- Crockery, cutlery, chairs & tables for an additional fee.

## Cleaning Equipment

Some basic cleaning equipment has been provided. The items are in a locked cupboard and it is expected the Hirer will ensure the materials remain secure throughout their hire period.

## Equipment and Decoration

Please be gentle with our space, no nails, staples, paint or screws are to be used. All decorations are to be removed completely. Any damage to walls from improper securing of decorations may result in the bond being forfeited.

## Fire Brigade Call Out

In the instance where the Fire brigade attends due to a False Alarm deemed to be fault of the Hirer, the Hirer shall pay the attendance fee if applicable. This false alarm fee in all instances exceeds \$1,300. The actual fee could take up to 12 weeks following the hire to be known by the venue

## Fire and Safety

Doors and fire services must be free of blockages and exit doors must not be locked. Travel paths throughout the venue shall be at least two (2) metres wide.

Highly flammable materials are not permitted within the premises.

No gas heaters, lamps, fires or use of fireworks is permitted either in the venue or its grounds or the surrounding public open space. Use of fireworks will result in immediate shut down of the event and the forfeit of all bond monies and possible prosecution.

## Vendors

We have a list of vendors who may be able to assist with event planning, catering & staging hire

## Good Order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the venue and the immediate surrounds throughout the duration of the hire.



A cleaning charge may be incurred by the Hirer if the premises or immediate surrounds of venue are left in an unclean, untidy or unacceptable state as deemed by Kearsley's. This cleaning charge may be higher if attendance is required at short notice, on a weekend or after normal business hours.

### **Theft, Damage and Making Good on Damages**

Kearsley's shall not be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article to the Hirer by reason of any such article being lost, damaged or stolen. The Hirer shall indemnify Kearsley's against any claim by any such person, firm or corporation in respect of such article or thing.

In the event of damage occurring to any part of the venue property, furniture or equipment while it is being used, the Hirer agrees to pay Kearsley's the cost of making good the damage (inclusive of fire equipment) and agrees to accept the decision of Kearsley's on the extent of any such damage and to whom Kearsley's engages to conduct the repairs. A management fee may apply for co-ordination of the repairs.

The Hirer is required to leave the venue and grounds in the same condition and repair as at the commencement of the hire. If the venue and grounds are not left in the same condition or are damaged in any way whatsoever by the Hirer, guests or employees, the Hirer shall be liable to pay the cost of restoring the venue or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.

### **First Aid**

It is the responsibility of the Hirer to ensure the provision of adequate first aid is available during the period of hire.

### **Alcohol and Licences**

Hirers are to comply with the provisions of all Legislation and Regulations such as the Liquor Act and Public Health Regulations, in place at the time of hire.

The consumption of alcoholic beverages is limited to within the venue precinct. No guest is authorised to leave the event with an open bottle of drink. Consumption of such beverages in cars, driveways and other areas is a violation of the venue Conditions of Hire and therefore prohibited.

Where alcohol/food is to be sold at a function, the Hirer must obtain the required Licence(s) for the event date(s) and shall supply the Booking Officer with a copy of the License(s) before the function.

The Hirer consents to prohibiting the provision, sale or supply of any alcohol to those under the age of 18 at events within the venue. A letter of support towards your 'liquor permit' application can be supplied upon request.

### **Smoking**

In accordance with NSW Government regulations, smoking is not permitted within 15 metres of the venue. Hirers who breach this regulation will forfeit the bond paid. There is a designated Smoking area available.



### Additional Equipment

All equipment brought in by the Hirer must have a current compliance tag.

### Good Neighbour Policy

Kearsley's requires all users of the venue to be mindful of the neighbours and to ensure that neighbours be treated with respect, especially in regard to noise levels at night functions. Strict observance of a 12:00 am event closure i.e. Music off at 11:30 pm so cleaning can commence (no exceptions), and 1:00 am exit from the venue is required. Guests must leave in a quiet and orderly fashion.

### Map



### Camping

Is not permitted at the venue, nor in the carpark or adjoining paddocks.

### Use of BBQ's & Firepits

Electric and gas BBQ's are permitted at our venues if in accordance with safe operating guidelines. BBQ's are for outdoor use only. **During a total fire ban no fire pits are permitted; it is the responsibility of the Hirer to determine the Fire Ban status on the day/s of hire.**



## Emergency Evacuation Procedure for Occupants

If at any time there is a Fire or Power Outage at Kearsley's the following procedures are to be followed:

1. Follow the fire evacuation routes shown at 'EXIT' locations within the building and evacuate through the nearest and safest point.  
**Fire Evacuation:** Contact the Fire Brigade by dialling 000 and provide the operator with your exact location – 79 Glenroy Hills Road, Glenroy Hills  
**Power Outage:** Contact Origin Energy and provide the operator with your exact location – 79 Glenroy Hills Road, Glenroy Hills OR Call Lauren on 0400 778 535 and she will endeavour to assist  
**IMPORTANT: No provision for landline telephone – Mobile telephone instructions only.**
2. Once everyone has evacuated and assembled at the designated assembly area, carry out a quick check to account for all occupants.  
**DO NOT** attempt to re-enter the building once outside.
3. Meet with the Station Officer (wearing a red helmet) from the first attending fire crew and give a brief description on the location of the fire if known and any other vital information.

**NOTE:** Serious consideration must be given before any attempt to extinguish a fire with the existing extinguishers or fire hose reels by occupants, unless they have been correctly trained in their use. Hose reels and extinguishers are first aid appliances and designed to extinguish small fires. No person should place themselves or anyone else in a position of danger in an attempt to extinguish a fire.





## Agreement of Hire and Booking Form

Organisation/Entity name:	
Event Name and Website <i>(if you would like your public event details shared on our social media channels and our affiliates):</i>	
ABN / ACN:	
Contact name:	
Phone (work):	
Phone (mobile):	
Email address:	
Postal address (include post code):	
Physical address (if different to postal):	
Event type: e.g. exhibition, concert, festival, birthday <i>(If for a birthday, include the age):</i>	
Approximate number of attendees:	
Event date(s) (date range if applicable):	
Additional Requirements <i>(ie. Commercial kitchen access &amp; usage, crockery hire, table &amp; chair hire)</i>	
Liquor on the premise (please circle):	Sale      Supply / Consumption

I have read and acknowledge the Conditions of Hire and agree to meet the conditions therein.

Signature of Hirer: \_\_\_\_\_ Date: \_\_\_\_\_