



Casual Venue Hire of Hindu Society of South Australia Community Cultural Centre

Terms and Conditions

Applicant to retain this information –

The Hindu Society of South Australia (HSSA) is pleased to offer its Community Cultural Centre (CCC) at 3A Dwyer Rd, Oaklands Park SA for the community to meet and engage in community activities. The Hindu Society of South Australia promotes community interaction and participation. Regular classes and events are occurring at the centre. The newly built Community Cultural Centre of the Hindu Society of South Australia (HSSA) in December 2018 will act as catalyst for various cultural and educational activities and thus providing a vital service to Society members and to the larger community.

The Centre is primarily and foremost for the activities of HSSA and is available for the community groups for hire when the hall is not in use by HSSA. The purpose of the CCC for hire is to support the values and provisions of HSSA, including the following points outlined in its Objectives per its constitution.

The objects of the Society are:

- To preserve and foster the Hindu way of life philosophy and practices.
- To provide facilities for the promotion and understanding of Hinduism.
- To establish an Educational Foundation for the teaching of Hindu Philosophy, Culture, Indian languages. and other related subjects not taught in a normal school curriculum.
- To establish such other foundations providing for charity, social welfare, etc. as the General Meeting in its sole discretion thinks fit.

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 HSSACC does not meet or contravenes the spirit of these aims and values, HSSA reserves the right to decline any request for hire.

The issuing of a hire is subject to:

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

Note: Insurance clause is applicable if the hirer is a business or community organisation. Insurance clause is and not applicable for a member of public.

General Conditions of Hire:

- The Hirer agrees to indemnify and to keep indemnified the HSSA, 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.

- 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.
- Where the hirer must provide confirmation of insurance to HSSA, 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 HSSA.
- 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. HSSA Community Centre Hire Terms and Conditions.
- The hirer, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of the hire.
- The hire is not transferable to another party.
- The hirer shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
- No alcohol shall be served or consumed in the premises of CCC.
- No meat shall be cooked, served, or consumed in the premises of CCC.
- No footwear shall be worn in the premises of CCC.
- Music system or amplified sounds must not cause disturbance to the neighbourhood.
- 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.
- 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.
- The hirer must observe any directions or instructions given by authorised HSSA Officers or representatives. No spitting, obscene or insulting language or disorderly behaviour shall be permitted in any part of the venue and HSSA 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.
- The hirer, or where applicable the hirer and their guardian, must always be on premises during the event.
- The hirer is responsible for setting up and cleaning the venue and associated areas.
- In consideration of residents, the hirer is required to ensure that noise is kept to a reasonable level. It must not exceed 50 decibels.
- The hirer is required to ensure compliance with the safe operating procedures provided and displayed on site for the operation of HSSA's equipment.

- 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 always be present to receive and supervise contractors and the delivery of goods throughout your booking.
- The control of the premises is vested in the HSSA 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. A permit is liable to be revoked by HSSA 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.
- HSSA reserves the right to change the Conditions of Hire and any agreements entered regarding hire at any time.
- Animals shall not be brought into the premises unless for medically approved health reasons.
- 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. HSSA shall not be liable in any way for any loss or damage or otherwise because of exercising this condition. Amendments to dates, times, location etc. of any existing booking is subject to availability and the HSSA Executive Committee reserves this right to amend any bookings.
- The hirer is responsible for all visitors to the venue. If there are intruders, then you must call the Police.
- 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 HSSA:

- The applicant's request for venue hire will be reviewed upon submission of an application for venue hire via the CCC hire Booking Enquiry form or approved equivalent.
- Application form for venue hire can be submitted electronically via - secretary@hindusocietysa.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 CCC 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 exceeds the bond, the hirer will be liable for any extra costs incurred. HSSA reserves the right to employ contractors/staff to rectify any breach of bond conditions, without notifying the hirer 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. If the building is not properly secured, any costs to recover security callout 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. HSSA 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 HSSA 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 HSSA thinks fit without further notification.
- Please refer to the ‘Special Activities’ list for items, decorations, appliances and activities that are not permitted in Society 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 HSSA 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 because 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 tabletops 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 always under the direct supervision of an adult.
- 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 Hirer's Conduct

- Where a complaint is received regarding an event or a hirer's conduct a HSSA 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 CCC Manager on the day of hire (or unless otherwise arranged). It is the hirer's responsibility to arrange key collection with CCC 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 HSSAA Executive, may result in the immediate cancellation of your event and any future bookings.

Noise

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

Advertising Banners

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

Special Activities

- The following activities that may cause damage to the floor, wall or windows are not permitted unless by prior written approval from HSSA:
- 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 HSSA does not negate the hirer of their responsibility to comply with any legislation relating to the activity.

Further Information and Useful Links

- Consumer and Business Services: <https://www.cbs.sa.gov.au/> or call 131 882.
- Environmental Protection Authority (EPA): 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
- Safe Work SA: www.safework.sa.gov.au or 1300 365 255

***Please note**

It is recommended to 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.