

# Terms and Conditions

## 1. Bond Deposit

A deposit of \$500 is required at the time of booking the hire. This amount will be deducted from the total cost when the key is returned and the room is left clean and tidy.

## 2. Key

It is the hirer's responsibility to make arrangements to collect a key during normal office business hours prior to day/s of use and to return key within 3 days after use. A receipt for the key return will be provided upon handover.

If the key is not returned, the hirer agrees to pay the costs incurred to replace all identical key(s) owned by Axis Church and any associated lock servicing required to utilise the new keys. The estimated cost to be incurred by the hirer due to loss of a key in their possession begins at \$1,000.

## 3. Care Of Premises

The hirer agrees to keep the facilities clean, tidy, and in good order, to place all refuse in the rubbish bins provided, and to ensure that anything spilt on the floor is cleaned up.

- A fee of \$100 will be charged if carpet cleaning is required.
- A minimum cleaning fee of \$153+GST will apply if the venue is not left clean and orderly.

## 4. Limitations

The hirer agrees to:

- not use the hired property in a way that could put the health and safety of others at risk
- not use the property in a way that contravenes this agreement or is detrimental to the community
- ensure that:
  - o all decorations, including flowers, are removed as soon as practicable after functions
  - o all candles are electrically powered only, and no open flames will be used in rooms
  - o nails, pins, drawing pins or other fastenings are not driven into or affixed to walls or woodwork and adhesive tape is not used to fasten or affix items to any wall, window, woodwork or curtains

- o the internet is used responsibly in the event that access has been provided.
- o no indecent, offensive, obscene or lewd behaviour is displayed within the premises at any time during the hire period.
- o no confetti is permitted inside or outside the premises

No smoking or consumption of alcohol is allowed on the premises and it shall not be used for illegal purposes or used in such a manner as to cause a nuisance to the other neighbouring properties.

Offenders will be referred to the authorities. This entire agreement shall remain exclusively between the parties referred to herein, and no benefit or term shall be transferrable to any other party. This prohibits, but is not limited to, the subletting of spaces and physical property.

## 5. Security

The hirer will ensure that all lights and air conditioning are turned off, other appliances are returned to their original settings and the doors and windows are securely locked at departure.

The hirer agrees to allow Axis Community Connect or its authorised representatives access to the hired property during the period of hire to conduct inspections.

Security cameras are installed throughout the premises, and the hirer acknowledges and consents to their use.

## 6. Damage

The hirer will give notice to Axis Community Connect of any damage to the premises as soon as the hirer becomes aware of the damage. The hirer will pay Axis Community Connect or Axis Church the reasonable costs of repairing any damage incurred to the hired property or its contents during the period of hire.

## 7. Promotion & Association Unless Otherwise Documented

Axis Community Connect and Axis Church hire does not constitute any association between these organisations and the individual or group hiring.

## 7. Promotion & Association Unless Otherwise Documented (continued)

When promoting events at the premises, hirers shall obtain all written permissions in respect to brands or trading names, prior to use on advertising material.



## COMMUNITY CONNECT

This includes any logo or branding of Axis and its subsidiaries.

Axis Church will not undertake any promotion or advertising for independent hire events other than to provide the contact details of the hirer where appropriate.

Brochures advertising your event maybe presented to Axis Community Connect front office if approved by management.

### 8. Insurance

All hirers must obtain their own Public Liability insurance cover of \$10,000,000, proof of which must be attached to the booking application form. For a single event, there are insurers that can assist with community events, birthday parties or small gatherings e.g., [Not For Profit Local Community Insurance – LCIS Community Group Risk Management](#); [Eventsure - Public Liability Insurance designed for small event organisers - Action Entertainment Insurance](#). No endorsement of these companies or encouragement to engage with any specific insurer is implied through the inclusion of the above links.

### 9. Indemnity

To the extent permitted by law, the hirer will indemnify Axis Community Connect and Axis Church and hold harmless from and against all damages, injury, demands and claims, which may be sustained by or suffered by the hiring party and their associates, (a) in their use of the property or (b) through the organisation's decision to refuse or cease hire or amend terms of the agreement. This includes, but is not limited to, interruption of power supply, internet or other services.

### 10. Copyright

Where the premises is used for a performance of a musical, concert, literary or dramatic work, the hirer will obtain any necessary copyright permission. The hirer hereby acknowledges that it will indemnify Axis Community Connect and Axis Church against any liability arising out of the Copyright Act.

### 11. Privacy

The hirer consents to the storage and use of their photo and other personal information for the primary purpose of administering their agreements and as outlined in this privacy statement. The hirer also grants Axis Community Connect the right to retain such records beyond the hire period for review and

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future hire arrangements. All sensitive information will be stored securely and may be viewed upon request of the relevant party or where legally required by government authorities. If approved in writing by the hirer, Axis Community Connect may use the hirer's company or organisational details for the additional purposes stated on such document.

### 12. Intellectual Property

No part of this agreement may be reproduced without the written consent of Axis Community Connect.

### 13. Right Of Refusal

Request to hire does not constitute any right or entitlement of the applicant. Axis Community Connect reserves the right to refuse hire to any individual or group and in the event of discontinuation, the remaining deposit entitlements held, will be refunded to the hirer.

### 14. Emergency Procedures

During business hours (Tuesday-Friday 8:00am-3pm), hirers must register their presence and departure on-site at the Axis Community Connect office and brief all participants on emergency procedures.

Outside business hours, hirers are responsible for people in their care in the case of an emergency. Each room contains documented floor plans and the hirer should ensure familiarisation with emergency exit locations prior to their event.

### 15. Cancellations

The daily hire period cost will be forfeited:

- If you cancel less than 7 days prior to the date of the scheduled event or
- If you cancel more than 7 days prior to the scheduled date of the event but the room is not able to be rebooked.

Axis Community Connect may at its discretion, waive the above cancellation fee.

### 16. Fees

Please refer to the fee schedule on page 4 for current pricing. Final costing will be indicated on your completed Hire Application Document.