



**Mackie Rd  
Neighbourhood  
House**

*a place where all can learn, share and belong*

Mackie Rd Neighbourhood House  
36 - 42 Mackie Rd, Mulgrave 3170  
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**Mackie Road Neighbourhood House  
2021/22 Room Rental Agreement Application Form**

**Name of Organisation/Individual:**

**ABN:**

**Address:**

**Contact phone number(s):**

**Email address:**

**Room:**

**Date/s of Hiring (Room Rental Period):**

**Day and Time of Hiring:**

**Maximum number of people attending your activity: .....**

**Are you a Not-for-Profit Organisation/Charity? No  Yes**

If yes, please attach proof of not-for-profit status e.g. Constitution/Rules of Incorporation or print out registration details from Australian Charities & Not-for-profits Commission website ([www.acnc.gov.au](http://www.acnc.gov.au))

Please provide an overview of the program including the activities which are to take place during the term of hiring.

.....  
.....  
.....  
.....

If insufficient space please attach a signed statement or program.

**Important Note: If your program/activity involves children (0-18yrs) a copy of your organisation's child safety policy must be provided to the Coordinator**



**Insurance Details**

All groups using the House must have Public Liability Insurance (minimum of \$10 million and where appropriate, Professional Indemnity Insurance a limit of \$5 million)

Please **attach a current copy** of your Public Liability Insurance Cover and where appropriate a copy of your Professional Indemnity Insurance Policy.

(Note the Public Liability Insurance Policy must cover the full period of the hiring).

**Or**

Do you require Mackie Rd Neighbourhood House to purchase Hall Hirer’s Insurance on your behalf at a cost of \$18.00 per visit? Yes  No

**2020 Room Rental Charges**

<b>Room</b>	<b>Not-for-Profit Groups</b>	<b>Commercial Rates</b>
Hall (approx. 50-100 people)	\$25.00/hour	\$35.00/hr
Computer Lab (Willow) (approx. 15 people)	\$20.00/hour	\$30.00/hr
Art Room (Wattle) (approx. 10 people)	\$14.00/hour	\$20.00/hr
Large/Medium Classroom (Oak/Maple) (approx. 15-20 people)	\$14.00/hour	\$20.00/hr
Small Classroom/Meeting Room (Pine) (approx. 8-10 people)	\$12.00/hour	\$18.00/hr

*\*Overstaying the approved period of hire may be subject to an additional charge equivalent to the agreed fee per hour for each half hour overstayed.*

**Changes to Bookings**

All changes to bookings must have the prior approval of the Coordinator.

I agree to these fees and payment conditions. I have read and agree to abide by the Terms and Conditions of Hiring any part of the Premises and/or Facilities of Mackie Rd Neighbourhood House.

Print Name:.....Signed:.....

Dated: .....Position in Organisation (if appropriate):.....

**Office Use Only**

**Certificate of Currency or Copy of Public Liability Insurance provided (if required)**

- Evidence of not-for-profit status provided (if required)
- Organisation’s Child Safety Policy provided (if required)

Application for Hire of MRNH premises and/or facilities has been approved.

Coordinator: ..... Date: .....

## **Terms and Conditions of Hiring any part of the Premises and/or Facilities of Mackie Rd Neighbourhood House**

All applicants must read and agree to abide by these Terms and Conditions.

In accordance with Monash Council regulations **SMOKING, ALCOHOL AND RESTRICTED AND/OR ILLEGAL SUBSTANCES ARE NOT PERMITTED** within 10 meters of the entrance of MRNH. The Hirer is responsible for ensuring their group/participants are aware of this policy.

### **COVID 19**

All room hires are expected to follow current guidelines. Please see the office at time of booking for up to date requirements.

### **Introduction**

The premises of Mackie Rd Neighbourhood House (MRNH) is intended primarily to accommodate the programs and services of the organisation. However the premises are also available for use by community groups or other organisations provided that the activities of such groups or individuals wishing to hire are consistent with KNH Inc's Statement of Purpose.

All requests for use of MRNH premises and/or facilities will be assessed on an individual basis with due consideration given to consistency with our Mission and Statement of Purpose.

The Coordinator of MRNH is the nominated representative of the KNH Inc. Committee of Governance for the purposes of these Terms and Conditions.

Approval to hire MRNH premises and/or facilities does not mean the organisation, in any way, supports or will promote the activity/function covered by the hiring agreement.

### **Applications**

1. The request for hire of premises and/or facilities must be made, in full, on the Application Form accompanying these Terms and Conditions. Approval for hire of the premises will only be granted where a room/s and/or facilities are available.
2. For ongoing hire of MRNH premises and/or facilities the application form must be renewed annually in November/December for the following year.
3. The KNH Inc. Committee of Governance or its nominated representative has the sole discretion to approve the hire of the MRNH premises and/or facilities.

### **Hiring Charges**

4. The KNH Inc. Committee of Governance shall, from time to time, fix charges deemed by the Committee of Governance to be suitable.
5. Rates of hire are available on application to the Coordinator and are advertised on the website.
6. For new, ongoing rentals of MRNH premises and/or facilities; the first terms fees will be paid in advance then paid per term on receipt of the KNH Inc. invoice or, as agreed by both parties and stated in the Application for Hire.
7. For hiring charges for single use functions, the full amount is to be paid in advance.



8. Overstaying the approved period of hire will be subject to an additional charge as stated in the Application for Hire.

### **Changes to Bookings**

9. All requests for changes to bookings must have the prior approval of the Coordinator:
  - one-off changes will be subject to availability
  - for a permanent change a new Application for Hire is required

### **Cancellation of Booking**

10. The Hire Agreement will be terminated immediately if the Hirer fails to comply with these Terms and Conditions. A refund **may be** available for the unused portion of the hire period.
11. The Hire Agreement may be cancelled by MRNH in the event that another community group wish to rent the premises on a more regular basis. In these circumstances, notice of not less than 1 week will be provided to the Hirer.
12. Cancellations by the Hirer:
  - Up to one week prior to the booking: the hire charge will be refunded minus an administration fee of 10%.
  - Less than one weeks' notice: an administration fee of 25% will be charged.

### **Damage**

13. The floors, walls, curtains, shelves or any other part of the building, or any fittings, or furniture shall not be broken, or in any other way damaged.
14. No notice, sign, advertisement, poster or fittings of any kind shall be erected in the building or attached to or added to the walls, doors or any other portion of the buildings, fittings, or furniture without prior consent of the Coordinator.
15. If any damage occurs to the building, its contents, the surrounding House fixtures or grounds, the KNH Inc. Committee of Governance assessment of the damage will be taken as final, without right of appeal, and such amount will, upon request, be immediately payable by the hirer.
16. Misuse of the premises and/or facilities in any way is sufficient cause to terminate this agreement forthwith.

### **Insurance**

17. It is the responsibility of the hirer to obtain Public Liability Insurance cover of a sum not less than Ten Million Dollars and where appropriate, a Professional Indemnity Insurance cover of not less than Five Million Dollars for the duration of the activity/function for which the premises and/or facilities are hired.
18. A current copy of your public liability insurance policy or Certificate of Currency is to be provided when submitting your Application for Hire of the premises. The policy must cover the full period of the hiring.
19. Long term Hirers are required as a condition of hire to provide this information annually when signing the Hire Agreement.

### **Claims**

20. The hirer shall be solely responsible for any accident, loss, damage or injury sustained by or resulting from the actions of, any person or persons attending the hirer's activity/function using any part of the MRNH premises, facilities or grounds during the currency of the hiring notwithstanding that such injury may arise from or by reason of any defect in the furniture, fittings, accessories of any kind, or building or otherwise, including any negligence or negligent



act of or by the Coordinator, Committee of Governance, Staff or Volunteers or City of Monash or any Officer or agent of any such party. The hirer agrees to indemnify the Committee of Governance, its employees, volunteers, the Coordinator and any person acting on behalf of KNH Inc, against all claims and demands made or costs or expenses incurred in connection therewith.

21. The hirer shall obtain appropriate insurance cover for all workers both paid and voluntary engaged for the duration of the function for which the KNH is hired.
22. The hirer shall be solely responsible for any claim by any person of excessive noise, loud music, disturbance or nuisance by people attending the function for which MRNH is hired.

### Security

23. The hirer shall:
  - Pay a \$50 refundable Key/Security Tag deposit and sign the register on receipt of keys/security tag
  - Pay a \$50 refundable cleaning fee. If the space is not left the way it was found, the cleaning fee will NOT be refunded.
  - Report lost key(s)/security tag immediately to the MRNH office staff and submit a signed Statutory Declaration in respect of the loss.
  - Immediately pay for replacement cost of keys/security tag and/or possible replacement of locks
  - Be solely responsible for security of the rooms and/or facilities and equipment ensuring that all windows and doors are locked and that lights and appropriate appliances are turned off on leaving the premises.
  - Ensure the security system is de armed when entering and armed when leaving.
24. All keys/security tags to be returned to the MRNH office on the next working day following the function/activity or on the next working day after the end of the hiring period.
25. Long term hirers will be responsible for the security of their key/s and security tags during the term of the Hire Agreement.

### Limit of Hiring

26. **It is the responsibility of the person signing as an individual or the authorised representative of the group to remain on the premises throughout the period for which it is reserved, to insure the safety and security of attendees and the facility and to further insure that all provisions of the hiring are followed. If due to unforeseen circumstances the above designated person is unable to be present a representative may be appointed with the prior approval of the Coordinator.** The representative will assume full responsibility under the hire agreement.
27. The hirer shall be entitled only to the use of and access to the particular part or parts of MRNH hired, and shall with the exception of the kitchen and toilet area, ensure that no access is allowed to other sections by their agents or guests.
28. **No access to the office is permitted under any circumstances whatsoever.**
29. Unless otherwise agreed, all property of the hirer shall be removed at the conclusion of each session/function. This includes any foodstuffs, bottles and rubbish, whether belonging to the hirer, course participant and/or guests.
30. Hirers wishing to store equipment at MRNH must make their request in writing to the Coordinator. If approved, all equipment must be removed at the end of the rental period or at any time on request by the Coordinator.



31. No responsibility will be taken by KNH Inc.'s employees, volunteers or Committee of Governance, for any property left or stored on MRNH premises. Hirers are responsible for ensuring appropriate insurance cover for their belongings.
32. The hirer shall be held responsible for any damage occasioned through breach of these requirements by any person attending their activity/function. Such damage shall be reported to City of Monash for further action.
33. The hirer is solely responsible for:
  - Setting up room/s and return of all furniture and equipment as found.
  - Ensuring that all items used are cleaned.
  - Ensuring the kitchen and toilets are left in a clean state.
  - Ensuring that the floors are vacuumed and if necessary washed.
  - Ensuring the group/ participants are aware of the Smoke Free, No Alcohol and No Restricted and/or Illegal Substances Policy.
  - Failure to leave the facility clean and free of rubbish will result in a cleaning fee being charged to the hirer
34. Any children accompanying hirers must be confined to the hired area, and supervised at all times.

#### **Nature of Usage**

35. No departure from the statement submitted with the Application Form is permitted unless advised in writing in advance of the course/function to the Coordinator and approval is granted.

#### **Sub-Letting**

36. Sub-letting is not permitted under any circumstance.

#### **Approval, Supervision and Authority**

37. The hirer shall comply with any reasonable instruction given by the Coordinator or a member of the Committee of Governance in respect of supervision of any function or activity.
38. Prior approval must be sought from the Coordinator:
  - To vary the arrangement of equipment and furnishings.
  - To operate electrical appliances other than those provided at the premises.
  - To place decorations on the premises.
  - If cooking is to be carried out.
  - If open flames or candles are to be used.
  - For access to the allocated area outside of the agreed time.

#### **Free Access**

39. Members of the Committee of Governance or the Coordinator are entitled at all times to access any and every part of the building/s or grounds hired.

#### **Disputes**

40. In the event of any disputes or differences arising out of the hiring or the interpretation of these conditions, or of any matter contained herein, the Coordinator or a representative of the Committee of Governance has absolute authority to deal with any dispute arising from the use of MRNH premises and/or facilities and the decision shall be final.

#### **Declaration.**

I have read and understood, and agree to abide by the above terms and conditions.



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Print Name:.....Signed:.....

Dated: .....Position in Organisation:.....

Contact Phone: .....Email:.....