

St Joseph's Community Centre Conditions of Hire

Please sign at the bottom of each page to confirm you have read, understood and agree to the following requirements. This form must be signed before a booking is confirmed.

General

1. In this agreement *Facility* includes all buildings, structures or permanent fixtures that are known as the Community Centre and extending to the property boundaries of the area owned and operated by the Catholic Church on the site known as St Joseph's Toronto.
2. All persons entering Facility do so at their own risk.
3. The Hirer agrees that use of the Facility is at the Hirer's risk, and the Hirer accepts full and complete responsibility for:
 - (i) any loss or damage to any personal property including money, jewellery, credit cards, and property on hire, prior to, during or after the time of hire, which property is in the Facility in connection with or as a result of its hire by the Hirer, and
 - (ii) complying with any statute or ordinance that the Hirer may be obliged to comply with as a result of the hire.
4. No amendment or variation of these terms is valid unless in writing and signed by both parties.
5. The booking officer or a representative of St Joseph's shall be entitled to terminate the agreement and require the immediate vacating of the Facility by persons using it, and if such circumstances occur neither the booking officer nor St Joseph's shall be liable to make good any loss or damage suffered by the termination so affected or pay any compensation to anyone because of termination.

Payment

6. The Hirer agrees to pay the Fee as calculated by the booking officer and Security Bond when required.

Insurance

7. If the Hirer is a registered organisation, club, association, commercial enterprise or corporation, the Hirer agrees to:
 - (i) indemnify and keep indemnified St Joseph's Church, Toronto and all its employees, agents and representatives from and against all liabilities costs, claims, suits, expenses and damages of any kind relating to this contract arising out of a negligent or otherwise wrongful act or omission of the Hirer or any director, employee, officer, agent or representative of the Hirer done, omitted or undertaken on behalf of the Hirer, and
 - (ii) prior to the acceptance of the hire booking;
 - (a) produce to the booking officer for inspection a current certificate of Public Liability insurance for the Hirer for at least \$20 million; and
 - (b) if the Hirer is employing persons at the Facility during the hire, produce to the booking officer for inspection a current certificate of Workers' Compensation insurance for the Hirer.

Hirer's signature: _____

Care of the Facility

8. The Hirer agrees to:
 - (i) Pay for any breakage, damage or repairs needed to anything in the Facility or curtilage of the Facility because of the use of the Facility; including fittings and equipment.
 - (ii) Pay for any replacement of fittings or fixtures which is required because of misuse.
9. The Security Bond will be refunded after an inspection of the premises for damages/breakages etc and on return of the key. Payment will be made within 7 days of return of the key. Only one key will be issued.
10. St Joseph's shall be entitled to apply the whole or part of the Security Bond paid to remedy any breach of this agreement, including for cleaning fees, and demand from the Hirer any balance owing. If the Security Bond is insufficient to meet the costs the Hirer will pay such balance to St Joseph's within 14 days of the demand being made on the Hirer.
11. St Joseph's shall be entitled to recover from the Hirer the costs of remedying or rectifying any breach of this agreement including legal and court costs of such recovery.

Noise

12. The Facility is located on a common property with family residences. You are reminded that excessive noise is not permitted before 9.00am or after 11.00pm. Excessive noise means noise that by any reasons of its level, nature, character or quality or the time at which it is made, is likely to be harmful or offensive to or interfere unreasonably with the comfort or repose of a person who is outside the Facility.

Restrictions on Use

13. The Facility must only be used for the purpose stated on the application form. The Hirer shall not assign the right of use to any other person or organisation.
14. Parish staff must have access to the Facility at all times.
15. The Hirer is responsible for the conduct and behaviour of all persons attending their function. This includes persons inside and outside of the buildings.
16. The Hirer is responsible for familiarising themselves with the Evacuation Plan on display at the Facility, including the location of emergency exit doors, before commencing any activities.
17. Emergency exits must remain clear at all times.
18. The Hirer must only use the Facility within the times of the booking or additional costs will apply. There is no free time to set up or clean up. Normal fees will apply from the time the Hirer gains access to the Facility until the time that the Facility is vacated at the conclusion of the function.
19. Special conditions may be imposed for some types of events including, but not limited to additional security requirements, traffic control plans, safe work method statements and/or event safety plans.
20. Prior to using the Facility, the Hirer must note any damage or required maintenance e.g. a broken chair or table, inadequate cleaning, missing or broken equipment (including cleaning items) and advise the booking officer.

Hirer's signature: _____

21. The tables and chairs that are provided are the maximum limit for each building; you cannot bring any additional furniture with you.
22. Animals are not permitted in any building or surrounding grounds with the exception of registered assistant animals.
23. To avoid permanent damage to the hall we ask that decorations are limited to the tables and not attached to walls, ceilings or windows. If you do have wall decorations they must not be fixed to the wall with anything that will mark, scratch or damage the surface in any way such as tape, pins or blue-tack.
24. Use of the Centre is subject to conformity with Government and Local Government requirements. In particular the Hirer's attention is drawn to Health Regulations and the Noise Pollution Act. Any costs incurred because of a breach of any statutory regulations must be borne by the Hirer.
25. The Hirer may use the gas barbecue Facility provided. **Fires are not permitted** to be lit in any area at any time, including fire performances and ceremonies, with the exception of birthday candles.
26. Smoking is not permitted in any of the buildings, including the toilets and showers.
27. Consumption of intoxicating liquor is not permitted in any part of the Facility after midnight or before 10.00am. Sale of liquor is not permitted.
28. Persons under eighteen years of age are not permitted to occupy the premises unless they are under constant adult supervision.
29. Exit lights must not have globes loosened or removed under any circumstances. Power must not be turned off at meter boxes under any circumstances. *It is illegal to tamper with emergency exit lights.*
30. Vehicle usage is restricted to the designated Car Parking Area adjacent to the Community Centre.

At the completion of the hire period

31. The Hirer must return to the booking officer at the earliest opportunity on the first day following the hire any keys to the Facility, or to pay for the cost of replacement keys and change of locks should the keys given to the Hirer be lost.
32. The Hirer must leave the Facility in a clean and tidy condition at the end of the hire period and in particular:
 - (i) KITCHEN /DINING ROOM
 - (a) Remove rubbish, food scraps, crumbs, drink containers, bottles, cans and any other such items and place them in the 'Cleanaway' exterior bin.
 - (b) Sweep the Facility and clean up spillages.
 - (c) Clean tables and chairs used and stack them.
 - (d) Sink and benches to be left clear and wiped down.
 - (e) BBQ to be left clean.
 - (f) Stoves to be left completely free from all traces of grease or oil.
 - (g) Cutlery to be replaced in appropriate containers; carving knives in blocks provided.
 - (h) Nothing to be hung from the walls. A pinboard is provided.
 - (ii) TOILETS
 - (a) Toilets to be flushed.

Hirer's signature: _____

(b) No toilet paper, hand towel or other rubbish to be left lying around.

(c) All rubbish to be emptied into 'Cleanaway' exterior bin.

(iii) GENERAL

(a) At end of hire period, all lights and electrical appliances must be turned off. Doors and windows must be locked and key returned.

(b) Please consider time required to set up, tidy and clean the hall when choosing your hire period as Hirers will not be permitted to remain in the hall after the finish time specified in the Agreement.

33. Failure to adequately clean the Facility will result in forfeiture of the Security Bond.

Hirer's signature: _____