



ORISCON - Orana Residents of Indian Sub-Continental Heritage

INC: 1501143 34 White Street, Dubbo, NSW 2830 oriscondubbo@gmail.com

## ORISCON HALL HIRE CONTRACTUAL AGREEMENT

APPLICANT'S FULL NAME:			
<b>PRIMARY CONTACT</b> NAME: Navya Anoop	<b>SECONDARY CONTACT</b> NAME: Anoop Vidhyadharan Radhamani		
ADDRESS: 8 waterway crescent Dubbo POSTCODE: 2830	ADDRESS: 8 waterway Crescent, Dubbo POSTCODE: 2830		
PHONE (H):	PHONE (H):		
MOBILE: 0470377017	MOBILE: 0469377834		
EMAIL: navyaanoopnair@gmail.com	EMAIL: ergoanoop@gmail.com		
PHOTO ID No:	PHOTO ID No:		
<b>BOOKING DETAILS</b> (Times must start and finish on the hour or half past and must accommodate for setting up and clearing up)			
One off event    Weekly    Fortnightly    Monthly    Other			
Individual Dates (or Start Date & Finishing Date)	Weekday	Times (Start & Finish)	Total Hours
1. 17/03/2024	sunday	5-8pm	3
2.			
3.			
Max number of people (including adults, children and babies): 25			
Purpose of Booking: Birthday			
Details of programs/activities: cake cutting and games			
Food Served: Y/N    yes    If yes, details: Pizza and cake			
Equipment used:    Alcohol use and permit: NA			
By signing this form, the hirer agrees to:			
<ul style="list-style-type: none"> <li>all the terms and conditions as outlined in the attached document that forms part of our contractual agreement</li> <li>all contact details be disclosed to all third parties ORISCON deems appropriate</li> <li>the information being advertised in the ORISCON'S face book, Website and promotional materials</li> </ul>			
Signature of Hirer.....NA		Print Name.....Navya Anoop	
Date: 13/03/2024			
<b>OFFICE USE ONLY</b>	Received date	Staff Member Initials:	
Hourly rate: \$		As per the schedule or approved by Oriscon	
Hall Hire Fee: \$		Paid date	
Security Deposit: \$		Paid Date:	
Inspection before the event:		Date:	
Inspection after the event:		Date:	
Certificate of Currency Expiry:		Date:	
Security Deposit Refunded: \$		Date:	
Account Holders Name:			
BSB No:		Account No:	
Keys Issued No:		Date	
Security Tag ID No:			
Oriscon Approval to Hire:		Approval of return:	

**ATTACHMENT - HALL HIRE TERMS AND CONDITIONS**

***Please print your name, sign and date page five to indicate you have read, understood and agree to all the terms and conditions. You are also required to initial the bottom of each page before we can process your application. All five pages and your Certificate of Currency form part of our Hall Hire Contractual Agreement.***

It is a condition of Hall hire at ORISCON Incorporated that the following conditions are adhered to by all hirers and their guests at all times:

**1. HIRER'S GENERAL OBLIGATIONS**

- a) All hirers must sign and return a completed 'Hall Hire Application Package', supply the relevant documentation (including photographic identification, proof of public liability and professional indemnity insurance where applicable), and make all required payments. It is prohibited to use ORISCON facilities without the prior written consent and approval of ORISCON.
- b) The hall can be hired only where the proposed use is legal private use and in accordance with ORISCON's constitution, philosophy, aims and objectives. ORISCON reserves the right to refuse any application for Hall hire. It has the right to cancel any hiring arrangement without due notice. In such circumstances ORISCON may at its own discretion refund any portion of sums considered to be warranted. No open public events shall be held without prior approval.
- c) Only persons over 18 years of age are eligible to hire at ORISCON.
- d) The hirers may only use the Hall for the purposes and the time period stated on the application form. Hirers are not to enter the premises prior to or leave the premises after their approved scheduled booking times. The nominated times must start and finish on the hour or half hour and go up in increments of 30 minutes.
- e) All hirers are required to pay from the time they enter the premises until such time as they leave the premises. This includes the setting up and cleaning up pre and post the event. All hirers will be charged double the normal hourly hire rates (NOT double the discounted hourly rate) for additional time beyond that specified and approved on their Hall Hire Contractual Agreement.
- f) The Covid Plan, risk management, fire plan, emergency plan for the hall shall be complied at all times. Hirers shall ensure that they are fully aware of the details and induct guests as needed. The details can be found at the notice board next to the entrance door.
- g) No Vehicles shall be parked in the carpark adjacent to the building and/or our neighbour's parking or driveway. All parking shall be Off street parking. As such the hirers and their guests need to maintain caution and care of the children at all times while crossing the road, entering through designated gates to the hall and leaving. If there are delivery vehicles with heavy goods to be transported to the building, written approval must be obtained from ORISCON at least 48 hours before the intended entry. In this case, the delivery time for unloading must be kept to the minimum and in any case, the one-way access should not be blocked.
- h) The stated maximum capacity of hired hall must not be exceeded at any time. It has a floor area of approximately 96m<sup>2</sup>. The veranda has a floor area of 26m<sup>2</sup>. The maximum number of people (defined as adults, children and babies) attending the function must not exceed the recommended people by NSW Government under Covid Plan requirements.
- i) All hirer/s and participants including guests are required to be mindful of others at all times and exercise due diligence. We kindly request that you don't emit excessive noise which is likely to affect others at any time. Noise (music, singing, public announcements etc.) must be consistent within the requirements of the Local Council.
- j) All hirers are responsible for the conduct of all individual(s) they allow into the premises and for ensuring that common spaces are shared amicably between all hirers. All guests must adhere to the 'Rules', which are displayed in noticeboards of ORISCON. If these rules are breached it is expected that the hirer will inform said participants and/or guests to leave the premises immediately. Failure to comply with rules and terms and conditions will result in immediate cancellation of the booking(s), immediate eviction from the premises, refusal of any future bookings, and a \$500 non-compliance fee payable by the hirer to ORISCON.

Hirer's initials.....<sup>NA</sup>.....

- k) Activities which are not permitted include: illegal activities; vigorous recreational and sporting type activities that may damage the building; direct selling or retailing of merchandise; and activities that have the potential to pose a risk to the health, safety and security of the building, grounds, staff and other users. All activities must be pre-approved by ORISCON.
- l) Animals are not permitted in the premises under any circumstances. Assistance animals such as guide dogs and alike are exempt under S.60 of the Companion Animals Act (1998). Special consideration will be granted at the discretion of ORISCON. All requests for special consideration by ORISCON must be in writing at the time of application.
- m) Smoking is not permitted within the ORISCON premises. This includes the painted hall, kitchen, toilet areas and the veranda/foyer at the front of the premises, gardens, carpark and courtyard. Anyone found smoking will be immediately evicted from the Hall.
- n) All hirers must comply with all due fire safety and evacuation procedures as required. All hirer/s must ensure access to all fire extinguishers, fire blankets, first aid kits and emergency exit doors are unobstructed at all times. Cooking is not allowed. No barbeques are to be placed on concrete, timber floor areas, no naked flame, no incense, no explosives, no fireworks, no oil burners or sparklers are permitted. Warming food is allowed in safe manner under supervision. Birthday cake candles are exempt where appropriate adult supervision is present at all times and the candles are not lit for longer than required.
- o) The ORISCON Committee members and staff members and maintenance personnel have the right of admission to hall at all times without notice, including when the said hall is being used.
- p) In the event that a dispute may arise due to misinterpretation of this contractual agreement or any other matter contained within, the decision of the ORISCON Chairperson is considered final and conclusive.
- q) ORISCON makes no warranty or representation to the Hirer about the condition of the Building, facilities or equipment or their suitability for the Hirer's purpose. The Hirer acknowledges that they have inspected the building, facilities and equipment and warrants that they are suitable for the Hirer's purpose.
- r) It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for the planned activities. All programs must be submitted for approval prior to the hiring period.
- s) ORISCON is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of the hall. The Hirer releases ORISCON from any claim made against the ORISCON arising out of, in connection with or caused by the Hirer's use of the Hall/premises.
- t) The Hirer indemnifies the ORISCON from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the Hirer's use of the ORISCON Hall.
- u) For Commercial Use only - The Hirer agrees to effect public liability insurance for an amount of not less than \$10 million per occurrence and to provide a Certificate of Currency to the ORISCON prior to commencement of the hire period.
- v) ORISCON will not be responsible for the acts or omissions of contractors engaged by the hirer. It is recommended that Hirers ensure all contractors (e.g. caterers) have public liability insurance.
- w) Sub-letting of Buildings or any facilities or equipment is not permitted.
- x) The Hirer of the Building and guests are confined to the Building and its accompanying facilities and this does not extend to the adjacent Carpark.
- y) Under no circumstances should liquor be served or sold until approval from the ORISCON and a permit by hirer/contractor has been obtained and the necessary liquor permit is sighted at the time of obtaining the Building key and payment of bond.
- z) Approval for the consumption of alcohol may be withheld at the discretion of ORISCON.
- aa) ORISCON accepts no responsibility for private property brought into or left in the ORISCON Building or on ORISCON premises.
- ab) The guarantee and indemnity by the Guarantor(s) shall not be affected in any way by any of the following:
  1. Any variation with or without the consent or knowledge of the Guarantor of any of the covenants in this Agreement.
  2. Any breach of the obligations of the Hirer or without the consent or knowledge of the Guarantor or the ORISCON.
  3. The granting by ORISCON of any time or indulgence to the Hirer for the performance of any of the obligations of the Hirer.

Hirer's initials.....NA.....

4. The Hirer being wound up or passing a resolution for its liquidation or entering into voluntary administration or any other arrangement with its creditors.
5. The giving of any notice of termination of this Agreement.
6. The absence of any notice to the Guarantor of default by the hirer in respect of this Agreement.
7. The execution of the guarantee herein by only one guarantor, or
8. Any other circumstances or thing which but this provision might determine or impair the operation of the guarantee or indemnity given in this clause by each Guarantor.

## **2. TYPES OF BOOKINGS**

- a) Permanent bookings are those that operate on a regular and continuous basis throughout the calendar year. Such hirers complete one application for the whole year, which is subject to approval by the ORISCON. The dates and times of these bookings are fixed for the calendar year. Permanent bookings have priority over all other bookings.
- b) Casual bookings are for one-off events or a short series of regular meetings. Such hirer's complete applications as needed (subject to approval by the ORISCON). The dates and times of these meetings are limited to no longer than one NSW school term per calendar year.

## **3. PAYMENTS/ FEES**

- a) Fees and charges for casual or one-off Hall hire for private event will be in accordance with the current pricing schedule. Please note that fees and charges are subject to change without notice and are reviewed on a yearly basis. Fees and charges for permanent or continuous hire shall be negotiated with ORISCON.
- b) A bond or deposit of nominated amount subjected to the type of event in cleared funds must be deposited with the ORISCON at least 7 days prior to the function and will be refunded in full provided that no damage is done to the building, facilities and equipment and the surrounding property is left clean and tidy and no breach of conditions and all hire fees have been paid in full. Loss of keys may entail replacement of locks and this will be at the discretion of the ORISCON and is at the liability of the Hirer. Should any damage or breach to conditions occur ORISCON's assessment shall be final.
- c) Charge out rate is per hour or part thereof. Minimum booking is 2 hours. Charges for the use of the hall must be paid at the time of making the booking, or, in the case of very long use or permanent use, by arrangement with ORISCON. A cancellation fee applies to all cancelled bookings; refer schedule for details.
- d) All hirers must secure the premises before leaving. Failure to do so will result in the automatic activation of the security alarm. This will automatically incur a security breach surcharge fee of \$100, plus the cost of the patrol vehicle call-out fee which varies depending on numerous factors such as (availability, day, time, distance and how long it takes to inspect and secure the premises).
- d) Hirers may pay by Electronic Funds Transfer (EFT). The security deposit can only be refunded via EFT, so the hirer is responsible for emailing the hirer's account details to ORISCON.

## **4. SETTING UP AND CLEANING UP**

- a) The hirer shall leave all hired and shared areas (hall, kitchen, toilets, foyer and any other outdoor space) in a clean and tidy condition. If Kitchen facilities are to be used, all appliances must be left in a clean and tidy condition. No food or drink may be left in the refrigerators and all bottles and all waste must be removed from the premises and placed in the appropriate bins. Garbage and recycling must be disposed of in the appropriate bins located in the Car Park area on the North Western side of the building. If garbage and recycling exceed the bin capacity, then the hirer must take it and not leave it on the premises.
- b) Please stack/arrange chairs and Tables to the corner area. Toilets must be cleaned, swept and mopped. All external doors must be locked. Lights and air conditioner off. Ensure taps are closed. Do not turn off refrigerators. If Oriscon's equipment such brooms, mop, vacuum cleaner is used for cleaning, it must be cleaned and returned to their original locations.
- c) If it is deemed that additional cleaning of the facilities is required or that furniture has not been returned to the designated storage area, then cleaning and/or removal fees will be deducted from the security deposit. The cleaning fee is set at a minimum of 2 hours at a cost of \$35 per hour inclusive of GST. Any damage to equipment or other ORISCON facilities must be brought to the immediate attention of the office. The hirer is responsible for the cost of any damage incurred to the building, furniture, equipment or fittings as a direct result of the hire irrespective as to who is at fault. If the damage is in excess of the security deposit, then the hirer will be invoiced for the remaining costs which must be paid within 14 days of the invoice date. If the account is not paid in full by the due by date, then the account(s) will be referred to a debt recovery agency and automatically incur additional costs

Hirer's initials.....NA.....

- d) Please report to the ORISCON if on arrival the Hall is not found in a clean and tidy condition (photographic evidence will be very advantageous).
- e) All hirers wishing to utilize equipment such as projector, whiteboards and alike, are required to book equipment in advance to ensure its availability.
- f) The hirer is responsible for removing all property brought into ORISCON including decorations within the booked time. The hirer must ensure that no nails, screws, tacks, sticky tape, masking tape or any other fixing agent that can mark or deface the walls, floors or furniture or fittings are used. Blue Tack may be used but must be removed from all surfaces by the end of your scheduled booking. Any necessary cleaning or remedial works to restore will be charged at cost plus and administration fee. The hirer is responsible any damage by his/her guests including children and therefore the hirer must ensure adequate induction to the guests and supervision at all times.
- g) Hirers must not display or remove flyers and/or posters from the ORISCON noticeboards and premises.

## 5. SECURITY

- a) The hirer is responsible for providing security for their function and ensuring that the number of people attending does not exceed the specified maximum capacity. It is the responsibility of the hirer to ensure that only people invited to their function are allowed in the premises.
- b) Hirers must not promote the event via social media (Facebook, Twitter, Messenger, etc.) unless written approval was sought from the ORISCON and granted in writing. Fines exceeding \$2000 are applicable for breaches. In the event of serious misconduct, personal injury or death, criminal charges may also apply.
- c) The keys and security codes can only be issued to hirer after having successfully attended and completed a comprehensive induction program prior to their initial booking at an arranged time. Please note: the specified days and times are not negotiable as the hall/office needs to be evacuated and the alarm activated. Please don't ask for exemptions as refusal can often offend.
- d) Only those persons who have undertaken a comprehensive induction program are permitted to open and close ORISCON hall. The keys and security codes to ORISCON can be only issued to individuals who successfully attended and completed an induction program with a trained and experienced staff member. Under no circumstances is a key holder allowed to distribute, lend, supply on a temporary basis or otherwise the keys and code to a third party; by doing so they don't only jeopardize the safety and integrity of the office, but that of everyone at the office. Should an emergency occur, and they are unaware of the evacuation procedures, this can result in personal injury or even death and the key holder may be held criminally liable.
- e) If ORISCON is un-staffed and an emergency occurs, please follow the evacuation procedures displayed around the Hall. Alert emergency personnel by dialing 000 from your mobile device.
- f) All hirers are to return keys, electronic security tag and any property belonging to the ORISCON within 24 hours following the event. Failure to return the keys and property belonging to the ORISCON in a timely fashion will incur a \$10 daily surcharge fee that will be deducted from the security deposit. The security deposit may only be transacted upon the return of the keys and any dues. The hirer will be invoiced for any additional costs and any outstanding accounts will be referred to a debt recovery agency and automatically incur additional costs.

## 6. SECURITY CAMERAS

- a) ORISCON may operate security cameras both inside and outside the premises. This is for the purpose of ensuring the safety and security of individuals, property and facilities. It is a condition of entry that anyone who enters the premises invited or otherwise does so knowingly and agrees to being recorded.
- b) Camera footage is continuously recorded with archived images stored in the camera's hard drive. Camera footage may be accessed and used as evidence where an act (e.g. assault of a person, damage to facilities, tampering with fire safety equipment, illicit drug use and alike) is suspected or has occurred that warrants investigation by ORISCON. Such records may also be required by law to be provided to other parties such as police, insurance and courts to name but a few.
- c) It is the hirer's responsibility to alert their instructors, facilitators, participants, guests or any other third party of the usage of security cameras at ORISCON and ensure the security cameras are not tampered with or their view is in any way obstructed under any circumstances.

Hirer's initials.....NA

**7. ACCIDENTS AND INCIDENTS**

- a) All accidents and incidents that take place on the ORISCON grounds must be immediately reported to office (if attended) and followed by an accident/incident report emailed to [oriscondubbo@gmail.com](mailto:oriscondubbo@gmail.com) within 48 hours of the accident/incident taking place. If the risk (where applicable) is deemed to be low to moderate and has been isolated so it no longer poses any potential harm to anyone then no further action is required. If, however the risk is deemed moderate to high, then all due measures need to be undertaken to reduce and potential risk is isolate and no longer poses a risk to anyone else.
- b) The incident report must identify: the reporting organization, group or individual; where and when the accident/incident took place; who witnessed the accident/incident; the person(s) involved in the accident/incident; background information relating to accident/incident; response to accident/incident; corrective action; and contact person details for follow up.
- c) All accident/incident reports lodged with the ORISCON will be brought to the attention of the executive committee by ORISCON. All information provided will be treated as strictly private and confidential within the agency and affiliated third parties; unless otherwise required to disclose in accordance with insurance, legislative requirements and alike based on a case by case assessment of the situation.
- d) In the event Oriscon is required to disclose the information contained in the incident/accident report, we will make every effort to notify the agency contact person in the incident/accident report and where possible give the contact person every opportunity to brief the person(s) involved in the accident/incident.

**8. COVID 19 COMPLANCE**

- a) All to be fully vaccinated and follow NSW government and NSW Health guidelines. Refer <https://www.nsw.gov.au/covid-19/rules>
- b) One person per 4 m2. Maximum 30 people seated.
- c) Register through QR code and follow hygiene rules.
- d) Masks to be worn in public places indoor.

**9. AGREEMENT TO TERMS AND CONDITIONS**

- a) Failure to comply with the 'Hall Hire Terms and Conditions' will be regarded as a breach of the contractual agreement. ORISCON has the right to recover any dollar amount due in respect to such a breach.
- b) Without prejudice to any legal remedies ORISCON may have, in the event that a hirer breaches any of the conditions contained in this document, the hirer shall insofar as the law permits accept full responsibility and liability (whether in negligence or otherwise) for all loss, damage and/or injury whatsoever resulting directly and/or indirectly from its breaches.
- c) The hirer grants ORISCON an indemnity from and against all claims, damages, remedies, suits, injuries, damages losses, costs, liabilities, actions, claims for compensations and the like for which ORISCON may be liable in conjunction with injury, damage and accidental death through the hirer's neglect or default or the neglect or default of any other person in connection with hirer's use of the facility. The hirer will do nothing which is likely to prejudice or render void ORISCON's insurance policies.

I have been issued with, read and understood all five pages that form part of this legally binding Hall Hire Contractual Agreement between ORISCON Incorporated and me as the Applicant. I agree to all the terms and conditions as set out in this Hall Hire Contractual Agreement.

Hirer's Name	Navya Anoop
Hirer's Signature	NA
Date	

Hirer's initials.....

## **ORISCON HALL HIRE PRICING SCHEDULE – December 2020**

No	Item	Fee (GST Exclusive)
1	Charge out rate per hour (minimum 2 hours)- financial Member and regular volunteer of ORISCON	\$15
2	Charge out rate per hour (minimum 2 hours)- Standard	\$20
3	Longer hire up to maximum 6 hours - financial Member and regular volunteer of ORISCON	\$60
4	Longer hire up to maximum 6 hours - Standard	\$80
5	Bond or Deposit	\$200 to \$500
6	Cancellation fee (less than 48 hours)	\$50

**EFT payments to ORISCON Inc BSB No 932 000; A/C No:100367072; reference is “your name Hall Hire Date XX/XX/XXXX”**