

Yarramundi Cultural Centre | **Conditions of Hire**

Permission to Use

Yerrabi has total discretion to accept or decline any application.

The Hirer will not provide false or misleading information or omit to provide information that will result in the application being false or misleading. Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of a booking.

The Hirer should not use the building for any purpose other than that specified within the "Agreement". It is the responsibility of the Hirer to see that their guests adhere to these conditions. Where functions are attended by persons under the age of 18 years, the Hirer will be the person responsible for actively supervising the function. The person completing the booking form is subject to these terms and conditions.

The hiring may not be assigned or transferred to any other person, persons or organisation without prior written permission of Yerrabi Yurwang. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times. Tents or marquees may not be erected without the written permission of Yerrabi Yurwang. No animals except "service dogs" may be admitted to the venue except with prior arrangement.

Hire Fees (Plus GST)

There is **NO COST** for our Aboriginal Community Controlled Organisations (ACCOs) to book and use the Cultural Centre. They will need to abide by the other terms in this booking form.

	Full Day	2-4 hours
Daily Rate	\$500	\$250

Payment Method

A remittance proforma will be provided to the Hirer to facilitate raising invoices for payment (where a fee is payable).

Access to Premises

Hirer will liaise with Yerrabi Yurwang staff to ensure timely access and exit of premises.

Hire Period

Full day hire includes use of the venue from 9:00 am on the day of hire until 9:00 pm, Monday to Friday. Under special circumstances, weekends may be approved.

The hire period shall include access to the venue for all set up and take down requirements. If the Hirer fails to vacate the venue after the conclusion of the hire, they shall pay the Yerrabi Yurwang upon demand, additional charges at current rates. Included in the hire fee is full use of the venue, access to the rubbish facilities and a general clean after your event. The Hirer is required, not to leave any unused foods and to deposit all rubbish in the hopper facility provided.

Facilities

- Kitchen
- Small outdoor deck area
- Multi-purpose conference room (approx.100 chairs and 8-foldout tables)
- Projector and projector screen
- Free car parking up to 70 spaces with accessibility ramp access
- No crockery, cutlery or table linen is required
- BBQ area (need key).

Cleaning Equipment

Some basic cleaning equipment will be provided including vacuum, spray cleaner and cloths to wipe down surfaces.

Venue Occupancy

The Hirer agrees not to exceed the occupancy limit at any time and is personally responsible for the enforcement of the limit during the term of the agreement.

The Hirer agrees that it will, at all times, have control and conduct of the event. If Yerrabi Yurwang reasonably suspects the Hirer will not have control of the event, they reserve the right to immediately cancel any booking made and the Hirer shall forfeit any fees, charges or bonds paid.

The occupancy numbers for the venue are listed below. Note that clear access paths to the designated exits are to be maintained at all times. These numbers are for maximum internal occupants only. The Hirer is to determine if the venue is appropriate for their event considering the event set up detail, attendee comfort level, etc.

Style	Capacity	Diagram
Lecture / Theatre	100	
Banquet / Wedding	55	
Seminar Style	55	
Boardroom	55	
Cocktail	55	
Art Gallery / Exhibition	40	
Retail / Shop	40	
Dance	100	(no furniture)

Fire Brigade Call Out

In the instance where ACT Fire and Rescue attends due to a False Alarm deemed to be fault of the Hirer, the Hirer shall pay the attendance fee. This false alarm fee in all instances exceeds \$1,300. The actual fee could take up to 12 weeks following the hire to be known by the ACT Government due to the invoice scheduling of the ACT Fire Service.

Fire and Safety

Doors and fire services must be free of blockages and exit doors must not be locked. Travel paths throughout the venue shall be at least two (2) metres wide.

Highly flammable materials are not permitted within the premises. No gas heaters, lamps, fires or use of fireworks is permitted either in the venue or its grounds or the surrounding public open space. Use of fireworks will result in immediate shut down of the event and the forfeit of all bond monies and possible prosecution.

Cooking shall be limited to the kitchen only. Penalties will apply for cooking set up elsewhere in the building.

Good Order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the venue and the immediate surrounds throughout the duration of the hire.

A cleaning charge may be incurred by the Hirer if the premises or immediate surrounds of venue are left in an unclean, untidy or unacceptable state as deemed by Yerrabi Yurwang (or their representative). This cleaning charge may be higher if attendance is required at short notice, on a weekend or after normal business hours.

Theft, Damage and Making Good on Damages

Yerrabi Yurwang shall not be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article to the Hirer by reason of any such article being lost, damaged or stolen. The Hirer shall indemnify Yerrabi Yurwang against any claim by any such person, firm or corporation in respect of such article or thing.

In the event of damage occurring to any part of the venue property, furniture or equipment while it is being used, the Hirer agrees to pay Yerrabi Yurwang the cost of making good the damage (inclusive of fire equipment) and agrees to accept the decision Yerrabi Yurwang on the extent of any such damage and to whom Yerrabi Yurwang engages to conduct the repairs.

The Hirer is required to leave the venue and grounds in the same condition and repair as at the commencement of the hire.

If the venue and grounds are not left in the same condition or are damaged in any way whatsoever by the Hirer, guests or employees, the Hirer shall be liable to pay the cost of restoring the venue or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.

First Aid

It is the responsibility of the Hirer to ensure the provision of adequate first aid is available during the period of hire.

Indemnity and Insurance

Yerrabi Yurwang undertakes no responsibility for the property of any Hirer or other person. The Hirer shall indemnify and keep indemnified Yerrabi Yurwang represented through its employees

and agents against all actions, suits claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of or in connection with the use of the venue including legal costs of any such actions, suits, claims and demands, except to the extent that any death, personal injury, damage or loss of property or financial loss was caused by the negligent or unlawful act or default of Yerrabi Yurwang.

The Hirer shall insure against all such liability in the sum of \$20,000,000 and shall provide evidence, such as the Certificate of Insurance, to Yerrabi's Executive Administration Officer of the currency of such insurance before the commencement of the hire.

Smoking

In accordance with ACT Government regulations, smoking is not permitted within 15 metres of the venue. Hirers who breach this regulation will forfeit funds paid.

Additional Equipment

All equipment brought in by the Hirer must have a current compliance tag. A HDMI cable and an extension lead must be supplied by the Hirer to use the projector.

Good Neighbour Policy

The venue requires all users of the venue to be aware of the neighbours and to ensure that they be treated with respect, especially in regard to noise levels at night functions. Hirers are to comply with the Environment Protection Act 1997 (the Act).

Please visit the Access Canberra website for the current noise standards.

Emergency Evacuation Procedure for Occupants

If at any time there is a Fire or Power Outage at the Yarramundi Cultural Centre, the following procedures are to be followed:

1. Follow the fire evacuation routes shown at 'EXIT' locations within the building and evacuate through the nearest and safest point.

Fire Evacuation: Contact the ACT Fire Brigade by dialling 000 and provide the operator with your exact location.

Power Outage: Contact ACTEW by dialling 13 10 93 and provide the operator with your exact location.

IMPORTANT: No provision for landline telephone – Mobile telephone instructions only.

2. Once everyone has evacuated and assembled at the designated assembled area, carry out a quick check to account for all occupants.

DO NOT attempt to re-enter the building once outside.

3. Meet with the Station Officer (wearing a red helmet) from the first attending fire crew and give a brief description on the location of the fire if known and any other vital information.

NOTE: Serious consideration must be given before any attempt to extinguish a fire with the existing extinguishers or fire hose reels by occupants, unless they have been correctly trained in their use. Hose reels and extinguishers are first aid appliances and designed to extinguish small fires. No person should place themselves or anyone else in a position of danger in an attempt to extinguish a fire.