

BEROWRA HEALTH AND WELLNESS STUDIOS (“BHWS”) HIRE TERMS AND CONDITIONS

1. Definitions

For the purpose of hiring of the venue, the following definitions will be used:

<i>Casual Hirer</i>	A hirer who books once or a few times throughout the year
<i>Permanent Hirer</i>	Hirers who sign on for a minimum period of (1) one year
<i>Hirer</i>	To collectively refer to both casual and permanent hirers

2. Purpose/ Objectives

- 2.1. Our aim is to provide a facility for conducting programs that will benefit the health and wellbeing people of all ages, levels of interest and skills.
- 2.2. To maintain our venues at a high standard, we have adopted standards and conditions for all hirers to follow.

3. Venues

- 3.1. Studio 1 and Studio 2 are located at Shop 2, 19-23 Turner Rd, Berowra Heights, NSW 2082.
 - 3.1.1. Studio 1 is approximately 72 square metres.
 - 3.1.2. Studio 2 is approximately 92 square metres.

The Hirer is obliged to ensure the number of persons attending is appropriate to the nature of the activity and to all applicable Local Authority, Fire, Occupational Health and Safety regulations.

4. Fees

- 4.1. Casual
 - 4.1.1. Studio 1 - \$40 per hour
 - 4.1.2. Studio 2 - \$45 per hour
- 4.2. Permanent Hirer- minimum (1) one-year hire
 - 4.2.1. Studio 1 - \$30 per hour
 - 4.2.2. Studio 2 - \$35 per hour

All fees are GST exclusive.

Each studio may only be hired for one or more-hour blocks with a minimum one-hour period beginning on the hour of each hour.

5. Application

- 5.1. The right to use the venue is subject to the BHWS Management receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a “club” the application must include the personal undertaking by the president and secretary of the club.
- 5.2. All applications are received and assessed by BHWS Management.
- 5.3. All applications are reviewed and where possible negotiations will take place to try to accommodate needs of each group, however it is not always possible to accommodate all groups.
- 5.4. All decisions of BHWS management are final.

6. Payments

- 6.1. Permanent hirers are to pay the correct hire fee as set out in section 4.Fees
- 6.2. Hirers will receive a monthly invoice, and all fees are required to be paid one month in advance.
- 6.3. Payments must be made via direct debit or direct deposit to the BHWS bank account.
- 6.4. A late fee of 5% of the total amount owing per month will be charged if payment is not received by the due date. To ensure that payments are allocated correctly, all hirers are to quote the invoice number with their payment.
- 6.5. If fees are not received after 30days, the following action/s will occur:
 - 6.5.1. Access to the premises will be denied; and
 - 6.5.2. Overdue account will be sent to a debt recovery agency. Legal costs and fees associated with debt recovery will be charge to the debtor and accordingly a notice to vacate will be issued.

7. Changes/ Cancellation of Booking

- 7.1. Upon approval of the application, hirers are committed to utilise the venue on the dates and times as specified in the agreement.
- 7.2. BHWS requires written notification of any proposed changes to the hire conditions, including but not limited to the following:
 - An additional day of usage
 - Cancellation of day of usage (fees will apply)
 - Change to start and finish times (extension or reduction)
 - Change of studio
- 7.3. Notification is required twenty-eight (28) days prior to the commencement of proposed change.
- 7.4. BHWS Management will assess each request and subject to availability will send confirmation in writing.
- 7.5. If a hirer does not utilise the venue on the days and times as stated in their application, the fee is still payable.
- 7.6. The hirer shall forfeit the hire fee for the cancellation of a date and/or dates if less than twenty-eight (28) days' notice is given.
- 7.7. Any one-off extension to hours of use or an additional day of use will be classified as casual booking and will be charged separately.

8. Insurance Requirements

- 8.1. All Hirers are required to have Public Liability Insurance of no less than twenty million dollars (\$20,000,000). The insurance policy must be endorsed noting the use of BHWS facilities and the purpose for which the venue is to be used.
- 8.2. To ensure adequate coverage, it is recommended that each hirer assess their potential liability as you may require more than this amount. A copy of the insurance policy together with certificate of currency must be provided to a BHWS Management.
- 8.3. The hirer or the person on whose behalf the booking is made has obligations to exercise reasonable care for the safety of people during the use of the venue.
- 8.4. BHWS Insurers DO NOT insure the hirer and/or the person on whose behalf the hire is made.
- 8.5. The hirer must provide BHWS a Certificate of Currency for public liability insurance and products liability (if applicable). A Cover Note is not sufficient and will not be accepted.
- 8.6. The hirer by signing the hire agreement agrees to indemnify BHWS against all costs and any claim that may arise from the hirer's use of the venue. The Insurer must be licensed in Australia in respect of such insurance.
- 8.7. The hirer must be notified in writing as soon as possible of every event involving personal injury or property damage which may result in a claim under this insurance.

9. Safety/ First Aid

- 9.1. It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken.

10. Permission to Occupy

- 10.1. The Hirer shall only be entitled to the use of the particular part or parts of the venue hired on the date set out in the hire agreement and BHWS reserves the right to permit any other portion of the venue to be hired for any other purpose at the same time.
- 10.2. The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the BHWS may at its discretion allow other individuals and groups to have casual use of the venue.
- 10.3. The hirer shall not sub-let the venue or transfer the hiring to another.
- 10.4. Hirers agree to be understanding and co-operative with each other.
- 10.5. Areas locked or not available for hire are classified as prohibited areas and not to be entered or used in any way by the hirer or the hirer's guests. Areas that have been designated as prohibited will be advised by the BHWS Management prior to any application.
- 10.6. The Hirer is responsible for ensuring all terms and conditions of hire are adhered to by all participants.
- 10.7. Special conditions may be imposed for some types of programs at the discretion of BHWS. These may include the requirement to obtain permits, licenses or approvals relevant to the booking.

- 10.8. BHWS will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their participants, unless such damage or loss is determined to be as a direct result of BHWS's negligence. Personal belongings and/or equipment left unattended at the venue by the hirer or their participants will be at the hirer's own risk.
 - 10.9. The part or parts of the venue hired may only be occupied during the times specified in the Application for Hire.
 - 10.10. Cleaning and pack up time must be included within the hire session time.
 - 10.11. All goods and equipment provided by the hirer (if any) must be removed from the premises within the hire time unless alternative arrangements have been made with the hirer prior to the hire time.
 - 10.12. BHWS is entitled to un-restricted access to the venue/s at any time.
11. **Refusal to Grant Hire**
- 11.1. It shall be at the discretion of BHWS Management to refuse to grant the hire of a venue in any case and, notwithstanding that permission to hire the venue may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the BHWS Management shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.
12. **Keys/Swipes and Alarms**
- 12.1. Hirers must pick up and return keys and swipes at times pre-arranged with the BHWS Management.
 - 12.2. Keys and swipes cannot be copied or passed onto other hirers/users, of the venue.
 - 12.3. If the keys and swipes are lost and unable to be found within a reasonable time, but not more than 7 days, the Hirer will be charged \$10.00 being the cost of replacing the key or swipe.
 - 12.4. BHWS will issue one (1) access swipe per hirer per studio.
 - 12.5. Additional swipes will be charged at \$10.00 per swipe.
 - 12.6. Hirers must not access the venue outside their confirmed start dates and times. Failure to abide by the confirmed start dates will be in breach of the hire agreement and charges will apply.
13. **Theft**
- 13.1. Neither BHWS nor its representatives shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the BHWS against any claim by any such person, firm or corporation in respect of such article or thing.
 - 13.2. All personal property, goods and equipment brought in by the hirer must be removed from the premises no later than the time specified on the hiring agreement, unless agreed in writing.
 - 13.3. Please note all hirers are responsible for the care and control of their own property or personal effects and loss or damage to such items is not covered by BHWS insurance policy.
14. **Damages/Breakages**
- 14.1. The floors, walls or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
 - 14.2. The hirer shall accept full financial responsibility for damage to BHWS property except for normal wear and tear.
 - 14.3. Furniture, and/or any other such items, if required to be moved then must be lifted and carried and may **NOT** be dragged across the floor. The Hirer will be responsible for any damage incurred to the property by their or their participants failure to comply with this requirement.
 - 14.4. Reporting of Maintenance / Breakdown Issues: If a building fault occurs during the hire period e.g. water, sewerage or electricity; contact BHWS Management on 0423 663 336 (after hours service). If any repairs or maintenance issues
 - 14.5. All breakages and any damage must be reported to BHWS Management on 0423 663 336 as soon as possible. The hirer is responsible for the full replacement cost of any damages or breakages to the venue, its fittings and contents, and the surrounding grounds or any additional cleaning that is required.

15. **Electrical Equipment**
- 15.1. All electrical equipment brought in for use at this venue must be in good condition and must have a current Electrical Test Tag (AS 3760).
 - 15.2. Power outlets are 10amp and appliances/or combination of appliances must not exceed the rating of the outlet.
 - 15.3. It is recommended that double adaptors/multi plug in power boards and heating appliances are not to be used.
 - 15.4. The hirer is responsible to turn ON any electrical requirements at the beginning of the activity and to turn them OFF at the end of the activity.
 - 15.5. No connection of or interference with the electrical installation, lighting effects or other properties and for the use of any apparatus for broadcasting or otherwise, will be allowed, without prior approval from BHWS Management in writing.
16. **Smoking**
- 16.1. Smoking is not permitted in the venue as specified under the Local Government (theatre and Public Halls) Amended Act 1989.
17. **Liquor/Alcohol/Drugs**
- 17.1. Liquor, alcohol or drugs must not be consumed in the studios or the surrounding areas of the venue.
18. **Storage**
- 18.1. Storage availability for permanent venue users is not automatically included in the Hire Agreement and must be discussed with BHWS Management.
 - 18.2. Additional costs for storage may be incurred at the sole discretion of BHWS Management
 - 18.3. Storage of goods and equipment in venue storage cupboards/areas is undertaken at the owners own risk.
 - 18.4. BHWS does not accept responsibility or liability for theft or damage to items stored in or at the venue. It is recommended that users seek their own insurance cover for such items.
 - 18.5. In the event that a hirer ceases hire of the venue on a permanent basis, the hirer is required to collect all goods and/or equipment stored at the venue.
 - 18.6. In the event that the hirer fails to meet these conditions, BHWS will:
 - 18.6.1. Provide a written notice to the Hirer requesting the removal of the goods and/or equipment by a set date (30 days from the date of the written notice);
 - 18.6.2. If the hirer again defaults on the collection of the goods and/or equipment, BHWS Management will dispose of the goods and/or equipment by either general waste disposal or by giving the items to a local charity.
 - 18.7. During maintenance / upgrade works occur BHWS Management has the right to request the removal of goods whilst works are being undertaken.
 - 18.8. Equipment must remain in the studio hired and not transferred between each studio.
19. **Cleanliness**
- 19.1. The hirer is responsible for leaving the premises in a clean and tidy state, (including returning all equipment neatly stacked and correctly away) and shall immediately remove all rubbish.
 - 19.2. The hirer is responsible for leaving the external areas in a clean and tidy state e.g. gardens, lawn areas, car park, driveway etc. must be left in the same condition as prior to the hire of the Venue. The hirer is responsible for removal & disposal of any rubbish, smoke butts, glass or broken glass left outside.
 - 19.3. Hirers must ensure they only use the bin allocated to them for the hired function. Any waste not able to fit into this bin must be removed by the hirer.
 - 19.4. Hirers MUST NOT, in any circumstances, place waste on the ground adjacent to the bin.
 - 19.5. Basic cleaning equipment such as a mop, bucket, and broom are provided. The hirer is obliged to sweep floors, damp mop any spillage, clean and tidy sink after use. In the event the use of the facility by the hirer requires the use of a vacuum cleaner then the hirer is obliged to provide this themselves.
 - 19.6. Hirers are required to report if the venue was not found in a clean and tidy state. Photographic evidence is required for proof of unsatisfactory condition of the venue prior to hire. Hirers will incur a removal fee if they fail to remove their waste and/or the venue is left in an unsatisfactory condition that required additional cleaning.

20. **Signage**
20.1. No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent in writing of the BHWS Management.
21. **Air-conditioners**
21.1. Air-conditioning systems must be turned off prior to locking the venue.
21.2. A \$50 penalty per transgression will be imposed on any hirer found to have not turned off the air conditioner at the end of their hire period.
22. **Programs Involving Children**
22.1. Where groups operate programs that involve children, hirers are obliged to ensure that they fully comply with the most current legislation in relation to Working with Children including, without limitation, The Child Protection (Working with Children) Act 2012, Children and Young Persons (Care and Protection) Regulation 2012 and the Child Protection (Working With Children) Regulation 2013.
23. **Acts and Regulations**
23.1. The hirer shall conform to the requirements of the BHWS Hire Terms and Conditions, Health Act, Local Government Act, Fire & Rescue Services Act 1990, building Fire Safety Regulations 2008 and Local Law or Regulation made thereunder, and shall be liable for any breach of such Acts, Local Law or Regulation.
23.2. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of New South Wales for the time being in force must be complied with by the user and the notices given to the proper officers.
24. **Fires Safety Regulations/Evacuation Plan**
24.1. The hirer is responsible for the safety of guests attending their hired event/function and implementation of the below procedure. The Building Fire Safety Regulations 2008 must be enforced. The hirer is responsible for/but not limited to, the following:
 - Must read and abide by the Emergency Evacuation Plan located on the walls within the complex the venue operates from.
 - Knowledge of the location of all fire exits in the venue and be capable of directing guests to these fire exits as required.
Knowledge of the location of prescribed fire safety installations/equipment provided in the venue: (instructions for use are detailed on all fire extinguishers)
- 24.2. Ensure occupants of the building can exit directly into open space or another place of safety; (N.B. Do leave boxes or other items outside the exit door).
 - Hirer must ensure he/she is fully aware of any mobility restrictions and other characteristics of the persons attending;
 - Hirer must ensure that the number of persons in the building at any one time does not present an unreasonable risk to the safety of any person in the venue (refer to capacity of venue)
 - In the event the Hirer brings any items, such as equipment, into the studio/s then the Hirer is obliged to suitably manage the flammability of items of equipment introduced into the venue by the hirer.
 - The Hirer is obliged to undertake the following in relation to emergency evacuation procedures for the venue:
 - If required, alerting & communicating with all persons in the venue as to any fire/emergency and sound an alarm (verbal) to evacuate. Contact Fire Services on "000" immediately or if unable, instruct another person to contact them by mobile phone;
 - Direct the evacuation of all persons from the studio including persons with special needs to a designated outdoor assembly area (depending on wind direction, assemble all persons a safe distance from the fire);
 - Check whether all persons have been evacuated from the venue and the number/identity of any persons not accounted for;

- Meet the fire officers attending the venue in response to the fire/emergency.
 - Emergency Contact Numbers: 000 - Emergency Services (Police/Fire/Ambulance)
- 24.3. The hirer must advise if the fire extinguishers have been used in anyway. If fire equipment is used in an irresponsible manner, the cost of inspection and replenishing will be charged accordingly.
- 24.4. Fire Equipment are provided in BHWS venues as a requirement by law for safety measures. Unlawful use of the fire extinguisher is strictly prohibited. Misuse of this equipment will result in a large fee and the discontinued use of BHWS venues.
- 24.5. The use of any flammable material or naked flames is prohibited within the venue (e.g. sparklers, candles, incense, insect burners or coils etc.) with the exception of candles on cakes.
25. **Parking**
- 25.1 Vehicles should not obstruct access to driveways or restrict parking in the street. If available, Hirers must use the car park provided.
- 25.2 Vehicles may not be parked on footpaths or on the grassed area surrounding the venue.
26. **Animal**
- No pets or animals may be brought onto the premises with exceptions as per the Disability Discrimination Act 1992 and any amendments thereto.
27. **After Hours Contact Numbers**
- 27.1. BHWS has an after-hours number 0410 613 709 to be used in the event of an emergency only.
- 27.2. If the afterhours number is called for any reason other than an emergency all costs associated with the call will be charged to the hirer regardless of whether someone is required to attend the venue.
28. **Disputes**
- 28.1. In the event of any dispute or difference arising during the hire period, or as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the BHWS Management thereon shall be final and conclusive.
- 28.2. Disputes must be emailed to: BHWS Management at the email berowrahws@gmail.com
29. **Breach of Permanent Hire Terms and Conditions**
- 29.1. Non-compliance with the requirements set out in this procedure will be regarded as a breach of the permanent hiring agreement. BHWS has the right to recover any amount due in respect of such breach and/or to cancel all or any future bookings or agreement.
- 29.2. The hirer will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that BHWS Management may incur as a consequence of the actions of the hirer or any of hirer's guests while the hirer is in control of the venue, and shall indemnify and hold harmless BHWS against any and all legal actions which may arise from hirer's use of the venue.
- 29.3. Any disputes arising under this contract shall be adjudicated under NSW law.
- 30 **General hiring Conditions**
- 30.1 The hirer is responsible for the conduct of all patrons to ensure that no disorderly or unlawful behavior is permitted in connection with the use of the venue, in or around the venue, parking bays and surrounding areas.
- 30.2. The hirer will be responsible for any damage or inconvenience caused to any residents during their booking and/or when vacating the premises and will be charged accordingly.
- 30.3. The hirer shall not use the address of the venue as their mailing address.
- 30.4. BHWS may revise these terms and conditions from time-to-time. Revised terms and conditions will apply from the date of the publication of the revised terms and conditions on the BHWS website.