

# DEVONPORT RSA

## CONDITIONS OF HIRE OF DEVONIA HALL

The Hall (as that term is defined below) is available for hire under the following terms and conditions:

### **Definitions and interpretation**

1. In these Terms the following words shall have the following meanings:
  - a) "**Day**" means the period starting at 8.00am and ending at 4.00pm.
  - b) "**Event**" means the event, occasion or purpose for which the Hall is hired by the Hirer.
  - c) "**Guests**" means all persons under the Hirer's control or for whom the Hirer is responsible under these Terms including (without limitation) all persons present at the Hall at any time during the Event.
  - d) "**Hall**" means the hall located in the Devonia Building, 61 Victoria Road, Devonport.
  - e) "**Hire Agreement**" means an Application Form and Hire Agreement for Hire of Devonia Hall completed and signed by the Hirer.
  - f) "**Hire Period**" means the period during which the Hirer hires the Hall.
  - g) "**Hirer**" means the person named as such on the Hire Agreement.
  - h) "**Night**" means the period starting at 5.00pm and ending at 11.59pm.
  - i) "**Terms**" means these terms and conditions.
  - j) "**Devonport RSA**" means Devonport Returned & Services Society Incorporated and the Devonport RSA Memorial Trust..
2. These Terms apply to the Hirer, the Hirer's employees, agents, contractors, invitees and all Guests, and the Hirer is personally responsible for ensuring compliance by all such persons with these Terms.
3. The Hire Agreement is personal to the Hirer and may not be assigned or transferred.

### **Compliance**

4. The Hirer agrees and acknowledges that the Hirer is responsible for complying with:
  - a) these Terms, and ensuring that all Guests comply with these Terms; and
  - b) reviewing and signing the Health & Safety Awareness Register; and
  - c) any applicable statutes, bylaws or regulations relating to the use, occupation, safety and security of the Hall including, without limitation, for the consumption of liquor, noise control, traffic movement and parking, and,
  - d) ensuring occupation of the building does not exceed 150 persons.

### **Interference with Devonport RSA items**

5. The Hirer acknowledges that the Hall's primary use is as RSA meeting rooms, and that there are pictures, trophies, honours boards, memorabilia, notices and curtains located in the Hall, and the Hirer agrees and undertakes at all times:
  - a) not to move any such items from their locations in the Hall (for example, and without limiting the generality of this clause, pictures and other material must not be removed from the walls);
  - b) not to interfere with or damage such items in any way; and
  - c) not to affix any other items of any nature to the walls or windows,and the Hirer agrees and acknowledges that any breach of this clause 5 by the Hirer or any Guests will entitle Devonport RSA to withhold the Bond in its entirety.

### **Charges**

6. The following amounts (together the **Charges**) will be payable by the Hirer (as applicable) for the hire of the Hall for any Event:
  - a) a base hire fee in the amount of \$400 (including GST) in relation to any period during which the Hall is occupied for a Day or a Night (the **Hire Fee**); or,
  - b) a base hire fee in the amount of \$575 (including GST) in relation to the Hall being occupied for a Day and a Night (the **Hire Fee**);and,
  - c) a refundable bond in the amount of \$100 (the **Bond**).

### **Payment of Charges**

7. The Charges (which are inclusive of GST) will be payable by the Hirer as follows:
  - a) an amount equal to 50% of the **Hire Fee** is payable at the time of booking the Hall, in order to secure the booked date or dates (**Booking Fee**) which, once paid, is refundable if the booking is cancelled up to 30 days prior to the event, but otherwise is not refundable in its entirety.
  - b) A further amount equal to the total of:
    - i) the remainder of the Hire Fee; and
    - ii) the Bond,is payable not less than 2 days before the event.

8. All payments must be made, without deduction, in the manner directed by the Devonport RSA and may be varied at the Devonport RSA's sole discretion, including:
- a) reducing the Hire Fee for Members and Community Not-For-Profit organisations; and,
  - b) waiving the requirement for a bond and accepting payment in arrears.
9. If the Hirer does not pay the Charges when due as specified in clause 7, the Devonport RSA may cancel the Hirer's booking and this Hire Agreement, and retain any Booking Fee paid by the Hirer.

#### **Extraordinary Costs**

10. In addition to the Charges, the Hirer will be liable for the following amounts (**Extraordinary Costs**):
- a) any damage to the Hall or its contents during the Hire Period caused by the Hirer or the Guests, or arising due to the Hirer's lack of care or any other breach of these Terms;
  - b) any theft of the Devonport RSA's property from the Hall during the Hire Period;
  - c) any extra cleaning, rubbish removal, repair or reinstatement of the Hall or its contents that the Devonport RSA considers reasonably necessary after the Event;
  - d) any costs, losses or expenses the Devonport RSA incurs due to any breach or non-observance by the Hirer of these Terms.
11. Any Extraordinary Costs incurred by the Hirer will be deducted from the Bond. Any Extraordinary Costs in excess of the Bond will be the personal liability of the Hirer and will be invoiced to the Hirer by the Devonport RSA, any such invoice to be paid within seven (7) days of receipt by the Hirer.

#### **The Devonport RSA's discretion**

12. The Devonport RSA expressly reserves the right to reject any request to hire the Hall. For the avoidance of doubt and without limiting the generality of this clause, the Hall will not be made available for 21<sup>st</sup> birthday parties, parties involving predominantly teenagers, or bachelor/stag/hen parties.
13. By signing the Hire Agreement the Hirer warrants and agrees that:
- a) the Event is accurately and fully described in the Hire Agreement;
  - b) the Hall will not be used by the Hirer for any activity that is:
    - i) different to the description of the Event provided by the Hirer to the Devonport RSA ;
    - ii) of an objectionable nature or in breach of reasonable standards of public decency; or
    - iii) likely to create a nuisance.

#### **Cancellation**

14. For the avoidance of doubt, if the Hirer cancels the Event less than 30 days prior to event occurring, the Devonport RSA shall be entitled to retain the Booking Fee.
15. The Devonport RSA may cancel the Event (and retain the Booking Fee) if, at any time, the Devonport RSA reasonably considers that the staging or nature of the Event will, or might:
- a) contravene the Devonport RSA's registered Rules or any statute, order, regulation, by-law, rule of law or any other requirements of a public or local authority; or
  - b) otherwise be in breach of these terms and conditions or reasonable standards of public decency.

#### **Access and use of the Hall**

16. The Hirer must collect the key for the Hall, during normal working hours, from the Secretary at 61 Victoria Road prior to the Event, and must return the key no later than 10am the day following the Event.
17. In respect of the Hall (except with the express written permission of the Devonport RSA to do otherwise), the Hirer must, and shall procure the Guests to do, the following:
- a) Take proper care of the Hall and ensure that no damage occurs to the Hall or any item of property located in the Hall.
  - b) Not drive nails, tacks, screws, drawing pins or similar fastening devices to the walls, furnishings, ceilings or floors of the Hall.
  - c) Not move or remove any of the Devonport RSA's fixtures.
  - d) Not use any of the Hall's equipment, fixtures, fittings, heating or ventilation systems other than for their intended purpose.
  - e) Ensure all fire precautions and safety requirements are complied with.
  - f) Report any damage to the Hall, or any of the Devonport RSA's property, immediately to the Devonport RSA.
  - g) Keep the noise level to a reasonable level during the Hire Period, and when the Hirer and Guests are leaving the vicinity of the Hall.
  - h) Not light candles or other flammable items.
  - i) Not smoke anywhere inside the Hall and ensure that all Guests are made aware of this requirement. Any debris left by smokers outside the Hall such as cigarette butts and dead matches will be the responsibility of the Hirer to remove from the vicinity. Failure to remove such debris will result in an extraordinary cost which will be determined by the Devonport RSA (in the Devonport RSA's sole discretion) and deducted from the Bond.
  - j) Ensure that no Guest:
    - i) becomes heavily intoxicated;
    - ii) behaves in an indecent, disorderly or offensive manner to any other Guest, any Devonport RSA officer, or any other member of the public;

- iii) wilfully damages or destroys any property located in the Hall; or
  - iv) fails or refuses to comply with any lawful or reasonable request of any Devonport RSA officer or other person authorised by the Devonport RSA as their agent.
- k) It is acknowledged and agreed that the Devonport RSA (including any Devonport RSA officer or other person authorised by the Devonport RSA as their agent) may remove, or refuse admission to, any Guest who the Devonport RSA representative reasonably believes is in breach any of sub-clauses 17 (j) (i) to (iv) (inclusive).
- l) Not sell or consume alcohol in, or in the vicinity of, the Hall unless the Hirer has obtained the appropriate liquor licence and it is expressly agreed that the obtaining of any licence is the sole responsibility of the Hirer.

#### **After the Event**

18. All night-time Events must cease by midnight, and all daytime events must cease by 4.00pm, and all Guests must vacate by these times (as applicable). The Hall must be vacated by the Hirer and the Hirer's employees, agents or contractors no later than 1.00am for night-time Events and 4.30pm for daytime Events.
19. At the end of the Event, and before leaving the Hall, the Hirer must:
- a) remove all rubbish, bottles, food and alcohol from the Hall;
  - b) leave the Hall and all equipment and facilities in good, clean and tidy order, ready for immediate use by the Devonport RSA or any other authorised user;
  - c) return all the Devonport RSA tables and chairs to the location and arranged in the manner they were at the start of the Hire, unless otherwise directed by the Devonport RSA ; and
  - d) ensure that all electric appliances in the Hall are switched off, all windows are shut, all flammable material is removed, all non-security lights are switched off, and the Hall is securely locked.
20. All catering equipment, band equipment and other property of the Hirer and the Guests must be removed from the Hall by 9.00am on the day immediately following a Night Event. Any such property left in the Hall after such time without the express written consent of the Devonport RSA will be deemed to have been abandoned and may be sold or disposed of by the Devonport RSA as the Devonport RSA deems fit, with the proceeds of any such sale to be applied against the Devonport RSA's costs of such sale and the remainder paid to the Hirer at the Devonport RSA's convenience.
21. Within 2 days following the Event, the Devonport RSA will:
- a) inspect the Hall;
  - b) determine whether all or part of the Bond is refundable to the Hirer in accordance with these Terms; and
  - c) repay to the Hirer any part of the Bond that is determined by the Devonport RSA to be repayable in accordance with clause 21 (b).

#### **Liability**

22. To the maximum extent permitted by law, the Devonport RSA (including the Devonport RSA's officers and agents) is not liable whether in contract, tort (including negligence), equity or on any other grounds to the Hirer or anyone else including, without limitation, any Guest, for any direct, indirect or consequential damage, loss, cost or expense, damage to property, injury to persons, loss of profits, loss of use or lost business or missed opportunities, occurring directly or indirectly from the use or ability or inability to use the Hall and based on any type of liability including breach of contract, breach of warranty, tort (including negligence) or otherwise.
23. Subject to clause 25, if any court holds the Devonport RSA (this includes the Devonport RSA's officers and agents) liable for any matter related to these Terms after the Hirer suffers loss or damage, the Devonport RSA's total combined liability will be limited to the Hire Fee.
24. The Hirer indemnifies the Devonport RSA (and the Devonport RSA's officers and agents) against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Hall and any breach of these Terms by the Hirer or its Guests.
25. The Devonport RSA is not liable for any loss or expense that the Hirer may incur if the Devonport RSA is unable to make the Hall available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any Hall services or any other event beyond the Devonport RSA's reasonable control.

#### **Emergency Evacuation**

26. The Hirer will comply with the requirements of the Emergency Evacuation procedures attached to these conditions. The Hirer must make any necessary provisions to ensure that any disabled person present can be evacuated. The Hirer will be deemed to be the Building Warden unless the Devonport RSA is advised in writing that another person has been delegated this responsibility. The Hirer is responsible for appointing a Floor Warden for Devonia Hall.

# Emergency Evacuation of Devonia Hall: Hirer's Responsibilities & Duties

## At the commencement of the Hire

- The Hirer is deemed to be the Building Warden unless another person has been delegated this responsibility.
- The Hirer must appoint a Floor Warden.
- Wardens must
  - familiarise themselves with their responsibilities, the locations of exits, alarms, extinguishers and assembly points
  - ensure the evacuation routes are clear of obstructions, that the exit doors can be easily opened and that no flammable material is stored in their vicinity
  - identify those persons requiring assistance and enter them in the Register

## Duties of the Building Warden on hearing the warning signal

- Ensure the Fire Service has been called
- Report **immediately** to the Fire alarm Panel outside the Glasshouse (61 Victoria Rd) with the **Red Evacuation Folder**
- Refer to the Assistance Register for people with a disability required to be accounted for
- Await reports from Floor Wardens and record their reports on the Evacuation Board
- Make enquiries if no report is received but **do not re-enter the building**
- Advise the senior Fire Service officer, on their arrival, of the evacuation status

## Duties of the Floor Warden on hearing the warning signal

- Assist all occupants of Devonia Hall to evacuate via the nearest safe exit
- Ensure all offices and toilets are clear
- Turn off gas and electrical appliances if safe to do so
- When the floor is clear, report to the Building Warden
- Only attempt fire fighting if safe to do so