



295 Clyde Street South Granville

Northern Cyprus Turkish Association Hall Hire Agreement.

The following conditions of use have been drawn up to protect the NCTA hall and to ensure your function runs smoothly with minimum disruption to your guests and local residents. These conditions must be read and understood prior to you signing the Hall Hire agreement.

This venue hire agreement is made on the date specified in Item B of the Application between:

1. Northern Cyprus Turkish Association Inc. A Non-For-Profit Association incorporated in 1953 (NSW) of 295 Clyde Street, South Granville, New South Wales 2142
2. **(The Hall)** and The person specified in Item A of the Application of the address specified **(the Hirer)**

The Parties agree:

1. General.

1.1. Definitions Additional Charges means:

- a) Any costs incurred by the Hall as a consequence of any failure by the Hirer to:
 - i. Vacate the Hall Premises by the end of the Agreed Times;
 - ii. Promptly remove any goods or materials brought into the Hall Premises by or on behalf of the Hirer; or
 - iii. Leave the Hall Premises in a clean and tidy condition;
- b) Any charge in addition to the Hiring Fee arising from any agreement by the Hall to extend the Agreed Times; and
- c) Any charges quoted by the Hall to the Hirer at the time of making the booking;

Agreed Times means the times specified in Item B of the Application;

Confirmed Booking means a booking confirmed by the Hall under clause 3.1(b);

Deposit means \$500;

Function means the function to be held by the Hirer at the Hall on the Function Date, as specified in Item B of the

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Northern Cyprus Turkish Association of NSW INC
YO872806
ABN: 60785596393 PO
Box 572 Moorebank
NSW 1875

Application;

Function Date means the date specified in Item B of the Application;

Premises means the NCTA Hall of 295 Clyde Street, South Granville, NSW 2142.

Hiring Fee means, subject to clause 3.3, the amount specified in Item E of the Application;

Permitted Contractors means any contractors of the Hirer approved by the Hall under clause 7.7(a).

2. Venue Hire.

2.1. Hire.

Subject to clause 3.1(b) and 4.2(a), the Hall agrees to hire the Hall Premises to the Hirer between the Agreed Times on the Function Date on the terms of this agreement in consideration for the payment by the Hirer to the Hall of the Hiring Fee.

2.2. Keys.

Keys will be accessed from a security box with a specific code at the premises. A Loss of the key will cost \$250.00 to replace plus any installation cost. If security box is not available at the time then keys will need to be picked up and dropped off or will be controlled by a gatekeeper, the Association will dictate who has the keys and may not be shared or passed around during hire.

3. Hiring Fee.

3.1. Deposit.

- a) At the time of signing the hire agreement, the Hirer is required to pay the Deposit to the Hall on account of the Hiring Fee.
- b) Upon receipt by the Hall of the Deposit, the Hirer's booking will be confirmed.
- c) The deposit is \$500.00, unless otherwise agreed to by management.

3.2. Balance of Hiring Fee.

- a) 30 days before the Function Date, the Hirer must pay to the Hall the remainder of the Hiring Fee less the Deposit.
- b) A Bond of \$500.00, or as otherwise agreed to, is required to be paid.

3.3. Revision of Hiring Fee.

- a) The Hall may revise the Hiring Fee at any time, in relation to the Hirer's specifications.
- b) The Hall shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause 3.3(a).

3.4. Release of Bond Payment.

Within 14 days of the Function Date, the Hall Management will inspect the Premises and the Bond will only be returned after inspection of premises and all conditions are met. Any damages in excess to the Bond amount are to be paid by the Hirer.

3.4. Payment Methods.

The accepted payment methods are Direct Transfer only (Bank details upon request), must be made out to: **Northern Cyprus Turkish Association Inc.**

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4. Cancellation of bookings.

4.1. Hirer.

- a) Subject to clause 4.1(b), the Hirer may cancel a Confirmed Booking at any time.
- b) In the event of cancellation of a Confirmed Booking by the Hirer, the following cancellation fees may be deducted from the Deposit by the Hall, unless waived by the Hall:
 - i. Cancellation made 30 days or more before the Function Date, a cancellation fee equal to 50% of the Deposit; and
 - ii. Cancellation made less than 30 days before the Function Date, a cancellation fee equal to 100% of the Deposit.
- c) The balance of the Deposit (if any) after deduction of the cancellation fee referred to in clause 4.1(b) will be refunded to the Hirer.

4.2. Hall.

- a) The Hall may refuse or cancel a confirmed booking at any time if there is a force majeure, or any other event, which in the reasonable opinion of the Venue Manager, causes the Hall to be unsafe or inappropriate to hold the function. For example: flood, unsafe premises.
- b) The Hall shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause 4.2(a).
- c) In the event of cancellation of a Confirmed Booking by the Hall, the Hall will refund the Deposit to the Hirer if, in the Hall's reasonable opinion, the Hirer is not in any way responsible for the cancellation.

5. Hall Premises.

5.1.

Alterations. The Hirer must not:

- a) Affix any sign, decoration or other item/s to any part of the Hall Premises; or
- b) Interfere with or alter any of the Halls electrical systems, lighting or sound systems.

5.2. Artworks.

The Hirer must not cover, handle or endanger the Hall's artworks.

5.3. Smoking prohibited.

Smoking is not permitted within the Hall Premises or within 5 metres of any doorway; this also includes smoke producing machines. Any smoke within the Premises; including the hall, toilets, kitchen and bar will result in the FIRE ALARM being triggered, ALL AIR-CONDITIONING units will be automatically SHUT DOWN and the fire department may be automatically dispatched.

5.4. State of Hall Premises.

The Hirer must:

- a) Vacate the Hall Premises by the end of the Agreed Times;
- b) Promptly remove any goods or materials brought into the Hall Premises by or on behalf of the Hirer; and c)

Leave the Hall Premises in a clean and tidy condition.

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5.5. Sub-Leasing.

The Hirer is NOT permitted to sub lease the Hall Premise or any part thereof.

5.6. Damage and Breakages.

The Hall reserves the right to cease the Function at any time without compensation in the event that any of the furnishings or fixtures are damaged. The Hall and/or any of its officers shall not be liable for loss or damage sustained by the Hirer for any article belonging to them or those attending the function by reason of any such article being lost, damaged or stolen. The Hirer is fully responsible for full replacement cost for any damage or breakage to the Premises and/or its contents. Any such damage must be reported immediately to the Hall.

6. Catering & Bar Services.

The Hall doesn't directly offer catering but provides a fully capable kitchen for all catering requirements.

6.1. Caterer.

The Hirer is responsible for all food, alcohol and beverage supplies, and must be engaged by the Hirer for their function at the Halls Premises, unless otherwise agreed with/by the Hall.

6.2. Arrangements.

All catering arrangements are to be made directly with the caterer and the payment of all catering fees is to be made by the Hirer.

6.3. Bar Services.

The Hirer will be fully responsible for the bar service. The Hirer MUST employ a registered RSA to serve/monitor alcohol consumption. The Hall requires the RSA details prior to the Function Date. Alcohol must cease from being served 1 hour prior to the finishing times as stated in section 7.13 or the finishing time as stated in the Hire Agreement Paperwork.

7. Conduct of Function

7.1. Compliance with laws. The Hirer shall:

- a) Comply with the requirements of all relevant laws including, but not limited to, the Liquor Act 1982 (NSW);
- b) Be liable for and indemnifies the Hall from and against all damages and expenses for which the Hall shall or may be or become liable in respect of the breach of any such laws, arising out of or in the course of the Function.

7.2. Decorations.

- a) All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by the Hall before the Function and may be the subject of a further charge.
- b) Do not place any substance on the floor, furniture, walls and ceiling that will damage the surface. Therefore the use of sticky tape, or similar products, should not be used to adhere decorations to the premises.
- c) Do not attach decorations, or any other items, to light fittings, ceiling or any of the premise's fixtures.
- d) No loose or free-floating balloons and open fire flame decorations are allowed in the premises.

7.3. Attendance.

The Hirer must be in attendance at the Hall Premises at least one hour before the commencement of the Function.

7.4. Directions.

The Hirer must comply with the directions of Hall management and staff whilst on the Hall Premises.

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NORTHERN CYPRUS TURKISH ASSOCIATION of NSW Inc

295 Clyde Street South Granville

7.5. Deliveries.

All deliveries for the Function are the Hirers responsibility unless arranged by the Hall for the hall use.

7.6. Invitees.

The Hall reserves the right to refuse entry to the Hall Premises to any of the Hirer’s invitees.

7.7. Contractors.

- a) The Hall may not permit any contractors of the Hirer including, without limitation, any operators of electrical, lighting or sound systems and any providers of music or other entertainment to provide services at the Function, unless otherwise approved by the Hall.
- b) The Hirer is liable for and indemnifies the Hall from and against all actions, claims, demands, losses, damages and expenses for which the Hall shall or may be or become liable or suffer in respect of any acts or omissions of the Permitted Contractors.

7.8. Security.

- a) The Hirer is responsible for the Hall and their guest’s security during the Function hire period, by employing security guards to ensure that no other uninvited persons enter the Function. Security for all 18th & 21st events mandatory, a minimum of 2 guards must be onsite.
- b) All doors must be secured.
- c) The Hirer must notify the Police if there is any threat of trouble or of any illegal activity within the Premises.

7.9. Setup and Cleaning.

- a) The Hirer is responsible for the setting up of the Hall by means of the tables, chairs and decoration.
- b) The Hirer is required to clear all tabletops, bar counter and kitchen and return to tidy and restore room as found.
- c) The cleaning of the Premises, including the toilets and entrance and the packing of the Tables and Chairs will be done by a professional cleaner and the price is included in Hall hire price.
- d) All the rubbish must be collected by the Hirer into bags, sealed and placed into the bins which are available at the front of Hall Premises.
- e) The Hirer must ensure that all exit doors and access to fire equipment are kept free and are not hindered by furniture or decorations.

7.10. Music.

All music or amplified sound must not exceed past 12.00 am (midnight) on Fridays and Saturdays and 10:00pm on all other days.

7.11. Children.

Children are to be supervised at all times. Any damage sustained accidentally will be the responsibility of the Hirer, all damages must be rectified by the Hirer or must pay for the cost of the professional repairer, if required. Children's safety is responsibility of parents and guardians the Hall is not liable for children's behaviour or safety.

7.12. Closing Times.

Official party finishing times: Sunday to Thursday 10.00 pm.
..... Friday & Saturday 12.00am (midnight).

Patrons are asked to leave quickly and quietly, and to respect the residential neighbours.

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8. Indemnity and Insurance.

8.1. Hirer's indemnity

The Hirer is liable for and indemnifies the Hall from and against all actions, claims, demands, losses, damages and expenses for which the Hall shall or may be or become liable or suffer in respect of:

- a) Damage to the Hall property arising out of or in the course of the Function except to the extent it arises from the negligence or default of the Hall; Any damage will result with bond withheld indefinitely regardless of size or impact of damage.
- b) Injury to or death of any persons arising out of or in the course of the Function except to the extent it arises from the negligence or default of the Hall; and
- c) Any breach of this agreement by the Hirer.

8.2. Insurance

The security bond will be used for any insurance claims however any excessive or special indemnity insurance as described in 8.1 will be the hirers responsibility.

8.3. Exclusion of liability

The Hall accepts no responsibility for any loss or damage to the property of the Hirer or any third party. Also the Hall will not accept any liability for inability to fulfil any or all the services through causes beyond its control – including disputes, strikes, main grid power blackouts, government restrictions and other natural disasters. Also Vehicles parked on the Hall Premises and contents within are the Hirers and/or owners' responsibility.

General NCTA house rules

No children upstairs or anywhere near tenants' stairs.

Children are not permitted in kitchen and amenity areas.

No use of locked Fridge.

No music after midnight.

Children should be supervised in backyard area at all times, this is the Hirer's responsibility.

No passage through kitchen besides kitchen hands.

HALL must be kept tidy after use and restore chairs and tables as found.

No removal of any ornaments or hangings inside.

No smoking on premises including outdoor areas.

Under no circumstances are patrons allowed to use the tenant's bins which are separated by a fence wall.

Excess rubbish that does not fit into bins must be taken with you; RED bin for all waste.

YELLOW bin for recycle.

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Lock-up procedures

Kitchen exit gate must be padlocked and key put back into original position above doorway. Kitchen exit door must be locked before exiting.

Do not use left hand kitchen door.

Fridges all closed securely but left running.

All kitchen appliances off except hot water.

Air cons off.

TV off.

Rear exit door to hall, locked.

Front doors locked and key returned to box or gatekeeper. Lock entrance gates by rotating combination.

Hall hire prices

\$500 bond for all hiring.

\$250 charge for key loss.

Fridays - \$400, \$350 (members) (strictly 8 hours)

Saturday- \$500, \$450 (members) (strictly 8 hours)

Sunday- \$450, \$400 (members) (strictly 8 hours)

Weekdays Monday to Thursday - \$60/hour + \$90 cleaning fee

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Northern Cyprus Turkish Association of NSW INC

Y0872806

ABN: 60785596393 PO Box 572

Moorebank NSW 1875



NORTHERN CYPRUS TURKISH ASSOCIATION of NSW Inc

295 Clyde Street South Granville

Application Form. (Please write clearly)

Contact Details: (Item A)

Title: First name: Surname:

Company Name:

Contact Address:

.....

Contact number: Email:

Function Details: (Item B) E.g. Wedding, Engagement, Christening, Corporate Function, Birthday Party.

Type of Function:

Date: Start Time:am/pm End Time:am/pm No. of attendees:

Responsible Service of Alcohol Officer (RSA). (Item C) (Required if Alcohol is being consumed within the Premises)

Title: First name: Surname:

Contact Address:

.....

Contact number: Email:

RSA Licence Number: Expiration:

RSA's Signature: Date:

I have Read and Understood the Hire Agreement.

Name: Signature: Date:



NORTHERN CYPRUS TURKISH ASSOCIATION of NSW Inc

295 Clyde Street South Granville

Office Use Only: (Item E)

Hire Price: \$ Extras: \$ **Total Hire Rate: \$**

Deposit Paid: \$ Date: Payment Method: Receipt #:

Outstanding: \$ Date: Payment Method: Receipt #:

Bond Paid: \$ Date: Payment Method: Receipt #:

Bond Returned: \$ Date: Method: Trans. #:

Additional Charges: \$ Reason: