

## 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 Not For Profit Association incorporated in 1953 (NSW) of 295 Clyde Street, South Granville, New South Wales 2142 **(The Hall)**

and

2. 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 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).



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## **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.**

The Hall will hand the key to Hirer on the day, unless prior arrangements are made. Key are to be returned to the Hall at the end of Function. A Loss of the key will cost \$250.00 to replace required Premises specialised door locks.

## **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, 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 hirer.

### **3.4. Payment Methods.**

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

## **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.

**Northern Cyprus Turkish Association of NSW INC**

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#### **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 4 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 despatched.

##### **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.

##### **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.

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## **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 premises 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.

### **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.

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### **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 18<sup>ths</sup> & 21<sup>sts</sup> is 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 only required to clear all table tops, bar counter and kitchen. 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.
- c) 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.
- d) 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.

### **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.

## **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;
- 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**

It is recommended that The Hirer obtain insurance against the liability referred to in clause 8.1.

### **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.

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Lessee and their guest agree to abide by the following NCTA house rules when hiring the premise

### **General NCTA house rules**

No children upstairs or anywhere near tenant 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

### **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  
key returned to box or gatekeeper  
Lock entrance gates by rotating combination.

### **Casual Hall Hire**

#### **FREQUENTLY ASKED QUESTIONS...**

\* How many people can the Hall accommodate?  
The hall can only seat a maximum of 100 people for a gathering which includes outside.

\* Can I inspect the Hall?  
Yes, you can organise an inspection by calling, 0481 261 017.

\* How much does it cost?

Full day (8 hours) booking:

Friday - \$350, \$300 for members (strictly 8 hours)  
Saturday- \$450, \$400 for members (strictly 8 hours)  
Sunday- \$400, \$350 for members (strictly 8 hours)  
Weekdays Monday-Thursdays \$60/hour (min fee \$220)

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Club members get \$50 off

Deposit \$500.00

Premises inspections to be done prior with client and then after to report on damages.

Members get \$50.00 off above prices, must be current member.

\* When can I gain access for setting up?

Must be pre-organised and agreed with Association prior to hiring.

\* Are there any cancellation fees if I choose not to use the Hall?

Yes. A \$250.00 cancellation fee is charged up until 2 weeks prior to the booking date. After this time, the full hall hire fee is non-refundable.

\* Is there a security bond?

Yes. A fully refundable \$500.00 security bond is required on the day of hire, gives you access to building and is refunded only if facility is left in agreed state after inspection.

\* Is the Hall a smoking Venue?

Smoking is not permitted anywhere on the premises of the Hall. Furthermore, butts are not to be discarded around the entrance ramp.

\* Where is the car park?

Parking is off street only please be mindful of our neighbours and avoid blocking drive ways. Pay attention to street signage where required. DO NOT block or park on grass area in front of hall that is not a parking spot.

\* Does the Hall have disabled access?

No

\* Am I allowed to decorate the walls and the structure?

Yes, provided that all fixings, tapes etc cause no permanent damage and are removed. If damaged in anyway bond may be retained.

\* Can I hire the hall for a bucks' or hens night party?

No, our hall is not available for hiring for bucks' or hens' night celebrations.

\* Do you provide a PA system?

No, there is no PA system in the building, nor do we have a piano on site.

\* How much noise am I allowed to make?

The Hall is located in a local neighbourhood area. Therefore, we do not want hirers who are going to disturb our neighbours. Noise and music are to be kept to moderate levels and contained inside the hall by keeping the front door closed. Hirers are required to be considerate toward our neighbours when returning to their cars or accessing taxis. No music after 12 midnight for Saturdays, 10.30 pm week nights and 11 pm Sundays.

\* Are plates and glasses provided?

No hirer must provide own plates and utensils.

\* Is catering available?

No, we do not organise food catering. We only hire the space.

Am I required to clean the hall?

Yes. For the general hall hire fee you are required to clean the Hall and leave it as found. All balloons, decorations, etc must be removed. Any items used must be washed and stored away in the cupboards provided. Tables or chairs should be restored as found. All foodstuffs need to be removed from the kitchen, including from the refrigerator. Floors need to be

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swept (and mopped if necessary), and all kitchen surfaces wiped down. (Brooms, bucket, mop and a cleaner's sink are provided in the back of kitchen area. Cleaning extends to any litter or cigarette butts that may have been dropped outside the entrance. Failure to do so will result in a charge being levied against the key deposit (security bond). Also outdoor area must be left tidy and cleaned.

Note: There are other hirers often booked on Sunday mornings so cleaning **MUST** be completed by midnight for Saturday evening bookings. This also applies for weekdays.

\* Am I required to remove my rubbish?

Yes, you are required to remove all excessive rubbish from the premises to your own bins. We only provide two bins a red and yellow bin. No rubbish is to be left on the kerb side or in shops bins next door. We recommend you bring a few sturdy garbage bags with you.

\* Can I use the open fire?

Yes, you may light a small fire in the fireplace, but you will need to supply your own wood and be prepared to take away ashes – hot or cold - as part of your cleaning requirements. Hot ashes must **NOT** be put in the bins. (We suggest bringing a small shovel and old metal buckets.) Do not use the fire unless you are prepared to supervise it carefully and clean it afterwards.

- **Payment: Internet or in person**
- **Commonwealth Bank of Australia CBA**
- **Northern Cyprus Turkish Association of NSW**
- **BSB Number: 062-223**
- **Account Number: 10817415**
- **Payment: Cheque**
- **Made out to: Northern Cyprus Turkish Association of NSW**
- **Postal Address: PO Box 572 Moorebank NSW 1875**

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## Application Form. (Please write clearly)

### Contact Details: (Item A)

Title: ..... First name: ..... Surname: .....

Company Name: .....

Contact Address: .....

.....

Contact number: ..... Email: .....

### Function Details: (Item B) Eg 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: .....

### Office Use Only: (Item E)

Hire Price: \$ .....	Extras: \$ .....	<b>Total Hire Rate: \$ .....</b>
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: .....	

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