**PICAL Room Hire Agreement**

These terms and conditions apply to the hire of rooms at the Phillip Island Community and Learning Centre Inc, referred to as PICAL in this Agreement.

**Please read these conditions carefully.**

This **AGREEMENT** is made the day of 20

Between Phillip Island Community and Learning Centre Inc (ABN 28 741 33 671)

**AND**

**THE HIRER** whosename and address appears here under in referred to as **(“the HIRER”)**

Legal entity name:

Contact name: Position:

Phone: Email:

Hire dates to

Purpose:

This Agreement commences on the Agreement Date (above) and will continue to apply to any future hires for the remainder of the **2025** Calendar year.

**PURPOSE**

The purpose of this Agreementis to provide room hirers with a clear guide of their rights

 and obligations on hiring rooms at PICAL.

This Agreement aims to ensure that Hirers have fair and equitable access to PICAL’s facilities. This

Room Hire Agreement requires the Hirer to comply with the Terms and Conditions below.

 **1. Room Hire**

1.1 PICAL agrees to hire the requested room to the Hirer for the above purpose and at the agreed times for requested dates for the 2025 Calendar year, in consideration for the Hirer agreeing to pay the Hire Fee and comply with the terms and conditions of this Agreement.

1.2 Whilst PICAL will make every effort to provide the requested room, there may be occasions where we need to change the room and if so will provide reasonable notice and provide an alternate room as available.

1.3 This Agreement is not intended to grant exclusive rights in relation to the hired room, and PICAL’s staff and volunteers are entitled to full and unrestricted access to the room, whilst it is not in use by the Hirer. The room may be hired to third parties whilst not booked by the Hirer.

1.4 Hirers shall conduct and manage their room use at all times in an orderly and lawful manner.

**2. Bookings**

2.1 The Hire Agreement can only be entered into by an organisation or a person over the age of 18.

2.2 Bookings must be requested in writing. Where the Hirer is a new Hirer and not on the PICAL system, the Room Hire request form must be completed. Subsequent bookings may be made by email.

2.3 Hirers must book for the total time required for their booking. This includes all setup, packup and cleaning time.

**3. Room Hire Fees**

3.1 The Hirer agrees to pay the agreed amounts within the agreed timeframes.

3.3 All invoices are subject to the terms of payment as outlined on the invoice.

3.4 PICAL reserves the right to review and change room hire fees at any time with reasonable notice.

**4. Cancellation/Amendment of Bookings**

4.1 Cancellation or amendment of confirmed bookings must be submitted in writing to Picalroomhire@gmail.com as soon as practicable. Where the booking is canceled by the Hirer, the Room Hire Fee may be charged as follows:

a. More than 48 hours notice: No charge

b. Less than 48 hours notice: Half Fee

c. No notice received: Full fee

4.2 Where dates and times are amended, the fees may be changed and updated accordingly.

4.3 PICAL may cancel bookings without notice in the event of an emergency, if the facility is deemed unsafe or if the facility is required for other purposes and will:

a. credit any invoices or refund any amounts paid by the Hirer in relation to the booking if the Hirer is without fault

b. not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.

**5. Security**

5.1 Weekend and after hours Hirers will be issued with a temporary code to access the building. The Hirer will not allow others to use the code or pass the code to others.

5.2 Hirers are only authorised to be in the building at the agreed times.

**6. Maintenance of Rooms**

6.1 After each use the Hirer shall leave the premises in a clean and tidy condition. All goods, properties or materials brought in by the Hirer shall be removed, tables and chairs moved into the position in which they were found, all rubbish removed from premises, all windows and doors closed and locked, lights, fans and heaters switched off.

 6.2 A Cleaning surcharge may be incurred where the room is not left in a clean and tidy condition.

6.3 The Commercial Kitchen must be cleaned in accordance with the provided cleaning requirements.

**7. Signage**

7.1 Temporary signage may be placed at the venue with the approval of the Centre Manager. The Hirer shall not drive nails, screws or any other fastenings into any walls, doors or other equipment.

**8. Smoking and Alcohol**

8.1 The Hirer shall ensure that there is no smoking in or around the premises and shall ensure that alcohol is not sold on the premises.

**9. Parking**

9.1 There is no onsite parking at PICAL. There is a loading zone for the loading and unloading of vehicles and disabled parking only.

9.2 Parking restrictions may apply in car parks and on the street. There is an all day car park

 across the road from PICAL.

**10. Indemnity and Insurance**

10.1 The Hirer shall maintain during the currency of the Agreement, a Public and Products Liability insurance policy with a limit of not less than $10M, and provide copy of such to PICAL on request.

10.2 The Hirer shall indemnify and hereby indemnifies PICAL and the Bass Coast Shire Council against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and expense whatsoever in respect of any personal injury caused or contributed to by the negligent act or omissions, breach of contract, or breaches of statutory duty of the Hirer, its servants, members, invitees, agents; for damage to equipment or any other property at the premises arising out of or incidental to, the use of the premises by the Hirer.

**11. Emergencies and Health and Safety**

11.1 PICAL’s after hours Emergency number is 0400 655 540. This number can be called where entry to the venue is unable to be obtained, or for any other emergencies.

11.2 Inside the building and/or the room hired, the Hirer shall:

a. Be responsible for the safety and conduct of each and every person in attendance at their event or activity.

b. Take note of the Fire Evacuation Plans displayed. Prevent chairs, tables and equipment from obstructing fire exit doors.

c. Report any injuries, safety issues or identified hazards to PICAL immediately.

d. First Aid kits are provided throughout the building.

**12. Regular ongoing Users**

12.1 Regular Ongoing Users are defined as people or organisations who have requested regular **weekly** room hire for an ongoing period of at least **3 months**.

12.2 PICAL will provide Reception Services and access to a filing cabinet, monitor, a printer and a reasonable amount of photocopying for Regular Ongoing Users.

12.3 The room has been set aside for the regular dates and times agreed. Clause 4.1 will not apply and the Hirer will be charged for these regular times/dates regardless of whether they attend PICAL or not.

12.4 In recognition of the regular ongoing room hire, the rate will be discounted by 10% for the period of this Agreement.

12.5 The Hirer may permanently change the dates/times of the room hire by notifying PICAL in writing of the requested changes. Whilst PICAL will try to accommodate the changes, it makes no guarantee that the required rooms will be available.

12.6 If the Hirer desires to permanently cancel the regular room booking, then the Hirer will provide reasonable written notice to PICAL.

12.7 Additional rooms may be hired and future bookings may be made on a casual basis, pending availability. They must be requested in writing detailing the date, time and purpose of the proposed hire. The terms and conditions of this Agreement will apply to these bookings.

12.8 Any additional rooms hired from time to time in accordance with clause 12.7 will be charged an additional fee in accordance with the Room Hire Fee Schedule.