



# Room Hire Terms and Conditions

Effective 1 September 2021

## Introduction

We hope you enjoy your time at Newtown Neighbourhood Centre (NNC). As a community organisation we use the funds raised from room hire to fund our First Response Program, a program specifically aimed at assisting those who are homeless or at risk of homelessness. This program receives no government funding, so we rely on fundraising and Room Hire proceeds to help us deliver this service. Please let others in your network know about us and encourage them to hire our rooms also.

To help us improve the service please don't hesitate to provide us with feedback. You can do this by contacting us at [roomhire@newtowncentre.org](mailto:roomhire@newtowncentre.org)

## Room Bookings

### Online Room Bookings

All room bookings must be made online. This can be done via NNC's website at <https://app.newtowncentre.org/secure/customer/login>. Once you click on this link, you will be taken to a third-party booking website, where you will need to register for an account in order to make a booking. Thereafter, you will just need to login each time you wish to make or cancel a booking.

Within the booking portal, you will be able to access all of your current, past and future bookings; view and print invoices; extend your booking time; add additional services to current bookings (e.g., locker hire); cancel bookings, and update your information. You will also be able to view your four-digit PIN necessary for accessing the Neighbourhood Centre at your booked time.

### Newtown Neighbourhood Centre

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## **Booking Period**

When making a booking, it is important to remember to include enough time for setting up and packing away, and cleaning the room afterwards. There is no designated “gap” time between bookings, so setup and pack-up time forms part of your booked timeslot. Just as you would expect the room to be vacant, neat and tidy at the time of your booking, please do the same for the people after you.

Nobody is to be in the building before 6:00am or after 12 midnight.

## **Right of Refusal**

Newtown Neighbourhood Centre reserves the right to refuse any booking.

New bookings will not be accepted where the hirer has an outstanding balance owed to NNC. Bookings may also be refused where the hirer has breached the Terms and Conditions in the past, including, but not limited to, causing damage to the premises; leaving goods behind which NNC has had to clean up; leaving the room/s in an untidy manner or not cleaning the room after use; leaving doors unlocked or chocked open, both of which are against NNC security requirements.

Repeated no-shows may also result in bookings being cancelled or refused.

## **Payment Requirements**

Room bookings must be paid for online at the time of booking. For ongoing regular bookings, a fortnightly direct debit facility is available, however security deposits (bonds) must always be paid upfront (or by 6 weeks prior to the date of the booking, whichever is closest in time to the booking date).

If your booking also includes AV equipment hire, locker hire, or insurance fees, these also need to be paid at the time of booking, unless a direct debit arrangement is entered into, whereupon it will form part of the fortnightly debit amount. If a direct debit arrangement is in place, then these additional charges (excluding the bond) will be added to the weekly charge, to be debited every two weeks.

## **Payment Options**

There are two options available:

1. Upfront Payment at time of booking: This can be done using a credit card via a third-party credit card processing facility (Stripe). Your credit card details will be captured through Stripe and held securely. If paying upfront, you will be charged for all fees at the time of booking. These will include all room hire fees; and any other charges that you have selected, which may include insurance, AV equipment hire, and/or locker hire. Bond will be included in this charge, if the booking is made within six weeks of the hire date; otherwise, the bond invoice reminder shall be emailed to you 7 weeks before the date of the room hire, to be paid within the following 7 days.

2. Ongoing Direct Debit arrangement: This is only available for regular ongoing bookings, with a minimum of ten sessions booked. If selecting to pay via direct debit, you will be taken to a third-party payment processing application (Payrix), where you will have the option of entering either credit/debit card details, or bank account details. Payrix will then debit your card/account every two weeks in advance, starting from your first payment. All fees for the upcoming two weeks will be charged, including room hire fees, insurance, lockers, and AV equipment hire. The only exception to this is the security deposit (bond). This must be paid for upfront via credit card at time of booking. This cannot be added to the fortnightly fee. Note: The bond is a one-off charge and will be held for the duration of the hire.

### **Room Hire Charges**

Room Hire Charges will be published on our website [www.newtowncentre.org](http://www.newtowncentre.org) and may be changed at any time. Bookings paid for in advance will be honoured at the rate published at the time of payment. For a full list of all charges and discounts, please refer to the Schedule of Fees at the end of this Document, or on our website.

### **Bond/Security Deposits**

The security deposit is required to be maintained at all times. Should a bond not be received by 6 weeks before the hire date, the booking will be cancelled. If a charge is made against a bond for damage/cleaning etc during a recurring booking period, the balance must be paid before the next hire, in order to maintain the required Bond for that Room/Equipment.

The Bond will be refunded back onto the credit card used to make the original bond payment and will be automatically released seven (7) business days after all hire has completed (minus any charges applicable). If a claim is to be made against the bond, such as for damage or cleaning, then the refund may take longer to process. Any claim against the bond will be advised prior to processing.

### **Discounts**

Discounts are available and are published on our website [www.newtowncentre.org](http://www.newtowncentre.org). Please note that discounts are subject to change without notice. Any bookings already paid in advance will have the discounts current at the time the payment was made honoured.

Discounts are currently available to the following groups/categories:

- Not for Profit Community Organisations (registered with the ACNC)
- Recurring bookings of 10 dates or more
- NNC Staff members, and authorised volunteers of NNC

### **Cancellations by NNC**

From time to time, NNC in its capacity as a neighbourhood centre needs to put on events at short notice, or tend to urgent building repairs. We reserve the right to cancel any booking

at short notice and will provide a full refund. This happens infrequently and we will do our best to minimise any inconvenience to you by providing as much notice as possible, or moving you into an alternative room if possible.

### **Cancellations by Hirer**

All cancellations made more than 14 days in advance will receive a full refund. Cancellations made with less than 14 days' notice are non-refundable.

All cancellations are to be completed online via the Online Booking Portal. It is the hirer's responsibility to log on and make any cancellations themselves, taking into consideration any refund timeframes. NNC staff will not be involved in any cancellations.

### **PIN codes and Access to the Centre**

Access to the Centre is via PIN code. At the time of booking, a PIN code will be emailed to you which will provide access to the rooms booked, on the days and times applicable. You can also obtain this PIN by logging in to the online Portal and going to the landing page *OR* going to: *Bookings > View Future Bookings > View Details* from the relevant booking.

The PIN does not change, so all recurring bookings will have the same PIN. The exception to this is if you ask us to change it for security reasons.

PIN codes will only work on the day that the room/s has been booked, and for the period of time that has been booked, plus ten minutes either side. If you arrive early and try and enter the room, it will not work. Please wait until ten minutes prior to your booked time before trying to access the centre or the rooms. Note: This is a grace period to allow you to get into the Centre – it is not additional booking time.

You can give this PIN code to all of your guests in advance, if they are known to you, but you are not permitted to publish it on a website or social media site. On the day of the event/meeting, you will need to provide this PIN to all guests in order for them to access the bathrooms and kitchen. There is a small whiteboard in each room, near the door, for you to write the PIN.

Under no circumstances are doors to be chocked/forced open. If guests do not have the PIN code, the rooms have an intercom system by which guests can notify you of their arrival. If you have a constant flow of arrivals, a person with the access PIN can be positioned by the entrance to let people in as they arrive.

By booking a room with NNC, you accept full responsibility for all people accessing the Centre using your PIN. You also accept responsibility for anybody accessing the Centre, if you leave a door open.

### **Keys: Microphone and Lockers**

If you have booked the microphone in the Hall, you will be emailed instructions on locating and accessing the lock box which holds the key for retrieving the microphone. If you have hired a locker, you will need to contact the Neighbourhood Centre in advance to arrange to collect a key. It is the hirer's responsibility to organise this prior to the event. As NNC is not

open on weekends or after hours, you must ensure that you arrange this at least one week before your booked time. NNC does have a lock box available in which we may be able to coordinate the keys to be left in for you to access on the day of your hire, however this will still need to be negotiated a week prior. No refunds will be provided for lack of access to these facilities caused by failure to arrange collection of the key/s in advance.

## **Insurance**

All hirers must have current public liability insurance (at least \$10,000,000). A Certificate of Currency must be provided prior to your event taking place. This can be uploaded via the online booking portal at the time of booking. Once it has been approved, you will not be asked to provide it again until it expires. If you do not have public liability insurance for the above amount, you may request to be covered (where eligible) under our insurance. There is a cost for this cover. The charge is \$55 per day, or \$100 for large events (greater than 100 people). We also reserve the right to charge the higher fee at our discretion if the event being insured is deemed higher risk by us or our insurer. Please note that NNC's insurance cover cannot be offered for any events involving:

- Alcohol
- Childcare activities
- Contact sports (excluding passive sporting activities such as dancing, tai chi etc)

These are excluded from our cover. Information about licences and approvals for events involving alcohol, or requiring accreditations or legal checks, are located further down in the document.

## **Collection and Use of Personal Information**

Your name, organisation, ABN, phone number and email address will be collected when you register for an account and book a room. Insurance information may also be collected if you upload a copy of your insurance certificate. These details will not be shared with anybody outside of the Centre, except for processing your booking. This information is collected for the purpose of maintaining your booking, sending you confirmation and reminder emails, and getting in contact with you about your booking.

NNC uses third party websites and payment processing gateways to manage your booking. These include *SecCloud* (used to manage security/building PIN access); *Sportlogic* (used to manage your booking); *Stripe* (payment gateway for upfront credit card payments); and *Payrix* (payment gateway for direct debit arrangements). Only the specific and necessary information required by each provider in order to facilitate the booking will be accessed.

Your details will also be added to the Newtown Neighbourhood Centre's mailing list, by which you will receive information and updates about room hire, as well as occasional information about the Newtown Neighbourhood Centre and our activities. If you do not wish to be added to our email list, please let us know.

For further information, please see our Privacy Policy, available on the NNC website.

## Rooms, Equipment and Venue Information

### Rooms

The capacity and inclusions for each room in the Centre are as follows. These figures are the maximum safe capacity for each space and are not to be exceeded. All rooms are air conditioned (Small Meeting Room 2 has a portable air conditioner only). *Inclusions marked with asterisks are available for an additional charge.*

Room	Capacity	Size (approx.)	Inclusions
<b>Main Hall (Upstairs)</b>	170 standing 150 seated	Total Area: 16 x10m, Stage: 7.5m X 4.5m	150 Chairs, 17 trestle tables, stage, portable whiteboard, *Data Projector & screen, Speakers, *Microphone, *lockers
<b>Rainbow Room (Upstairs)</b>	60 standing 40 seated	Total area: 9m x 8m	50 Chairs, 8 trestle tables, wall mounted whiteboard, partitions, *Data Projector & screen, *lockers
<b>Meeting Room 1 (Downstairs)</b>	6-8 seated	Total area: 4m x 3m	Extendable meeting table, 6-8 chairs, wall mounted whiteboard, LCD TV for presentations, *lockers (available upstairs)
<b>Meeting Room 2 (Downstairs)</b>	6-8 seated	Total area: 5m x 3m	Round meeting table with 4-6 chairs, plus 2 armchairs and small coffee table, wall mounted whiteboard, *lockers (available upstairs)

### Accessibility / Lifts

NNC is an accessible venue. There is an accessible toilet for use on the first floor, plus a lift is also available. An important point to note, however, is that after business hours, the small meeting rooms can only be accessed via the rear stairs. This will impact anybody needing to use the lift or accessible toilet after hours. If you have booked one of the Small Meeting Rooms downstairs, and have guests who may have mobility concerns, please email [roomhire@newtowncentre.org](mailto:roomhire@newtowncentre.org) prior to your booking, to discuss possible options. We may be able to alter your access, however this will need to be arranged a week in advance.

## **Tables and Chairs**

Tables and chairs are provided for your convenience. Please do not remove them from the room that they are in. Each room has been set up with the maximum number of chairs permissible in each room.

At no stage should any chair or table be placed in hallways or in front of fire exits, as this poses a safety hazard to other Centre users.

At the completion of your event, please ensure that all tables and chairs are neatly stacked up and placed back against the wall in the location indicated. If you notice any broken or damaged chairs, tables, or other items, please report it to NNC.

Any equipment owned by NNC that goes missing or is damaged during/or as a result of your hire will incur a repair or replacement fee.

## **Kitchen**

You may use any of the equipment in the kitchen, including fridge, microwave etc. All equipment must be cleaned at the conclusion of the hire and put away where applicable. There is an urn available for use, if tea and coffee are to be offered to guests. We recommend you set this up in your hired room to avoid people having to access the kitchen regularly, as kitchen and bathroom doors must be kept locked at all times.

Hirers are required to provide their own tea, coffee, sugar, milk etc, plus their own cups and cutlery. No cups or plates are provided.

Gas cooking appliances are not permitted.

## **AV hire (Audio Visual equipment)**

The Hall and Rainbow Room are fitted with audio video equipment. Available for use are a data projector, projection screen, microphone (Hall only), and speakers. Should these be not hired at the time of the original booking, they can be requested by email or phone call, and will be invoiced separately. Use of these facilities incurs an additional fee and must be booked prior to the event. Instructions on their use will be emailed out at the time the booking is made. An appointment may also need to be made to visit the Centre in advance to test or receive instruction on their usage, and to collect a key. Please refer to the list of charges at the end of this document to view the fees for hiring. Please note: Computer facilities cannot be provided. Hirers will need to provide their own laptop and connection cables (HDMI for data projector, and/or 3.5mm or RCA leads for speaker use only). If you require WIFI access, please contact us by emailing [roomhire@newtowncentre.org](mailto:roomhire@newtowncentre.org).

## **Noise**

There are four rooms available to hire at Newtown Neighbourhood Centre. Please keep noise to an acceptable level so as not to impact other people who may be hiring other rooms in the Centre. There should be no noise after midnight.

### **Animals**

Pets or other animals are not permitted in the building at any time unless they are an approved registered Assistance Dog/Animal. Animals in the building present a breach in the terms of our lease with the owner of the building.

### **End of Hire**

At the end of your booking please, remove any rubbish from the Centre that does not fit in the bins provided. Leave all areas you have used clean and tidy including cleaning any spills or marks on the wall, floor, tables, and bench tops. The hall is used for dancing and the floor must not be sticky after you leave. Please also ensure all lights and air conditioners are turned off.

At the end of your booking please refer to the End of Hire Checklist available in each room or on our website at <http://www.newtowncentre.org/hiring-a-room.html>

### **Safety**

By using our rooms, you agree to familiarise yourself with, and make sure that all of your guest are aware of, all safety procedures and systems, including (but not limited to):

- Advising the location of all fire exits, fire extinguishers and hoses, and the assembly point
- Ensuring that hallways and exits are kept clear at all times, so as not to impede evacuation if required
- Keeping all doors to the Centre locked at all times
- Ensuring that the Centre is locked and all windows are closed and secured, when leaving the building

It is the responsibility of the hirer to always have a first aid kit available for the duration of hire.

Should there be an accident or injury arising through the hirer's use, the hirer must inform NNC in writing within seven (7) days of the incident. Also please refer to the "Reporting an Incident" form (available on our webpage under Room Hire)

### **Vehicle Access: Loading and Unloading**

NNC is a great place to hold your event, with many benefits, including immediate access to public transport. Unfortunately, however, onsite parking is not one of these benefits. NNC does not have any onsite parking and does not have a loading zone. This means that all loading and unloading must be done via foot/trolley from nearby street parking. No vehicles



are allowed to drive up onto, or park in, the paved area along Bedford St and Australia St. This is particularly important in Australia St, as this is the access lane for emergency vehicles.

### **Licencing and Alcohol**

If you will be serving alcohol at your event, please ensure that all licensing requirements have been met, and that you remain compliant throughout the day/night. You must have a valid Liquor Licence displayed (from Liquor & Gaming NSW) as per regulations, and only people with a Responsible Service of Alcohol (RSA) qualification are permitted to serve alcohol. If applicable, local police must also be advised.

Copies of relevant licences and approvals must be provided to NNC at least seven (7) days prior to the event. Please send these to [roomhire@newtowncentre.org](mailto:roomhire@newtowncentre.org), together with a contact number.

No kegs or similar bulk containers are permitted, and liquor sales must cease 30 minutes prior to the end of the booking period. No alcohol is to be consumed outside the venue. The sale, supply and/or consumption of alcohol in NNC's facilities to minors is prohibited and may result in police action.

### **Room/Facility Usage**

#### **Terms and Conditions – Use of Premises**

When hiring our rooms you are committing to uphold the following:

- Should there be an accident or injury arising through the hirer's use, the hirer must inform NNC in writing within seven (7) days of the incident. Also please refer to the "Reporting an Incident" form. (available on our webpage under Room Hire)
- Maintain good order during the period of your hire
- Remove any rubbish from the Centre that does not fit in the bins provided
- Leave all areas you have used clean and tidy including cleaning any spills or marks on the wall. The hall is used for dancing and the floor must not be sticky after you leave.
- Cease all amplified music at 12 midnight on Friday and Saturday nights and 11pm on all other nights.
- Promote our Centre positively in all publicity material for your event.
- Keep the front doors closed and locked at all times, unless you have a designated person at the door to greet your guests.

**The following are not permitted whilst hiring our rooms.**

Please do not:

- Store any equipment in the building (other than in lockers available for hire). We do not accept any responsibility for anything left behind.
- Use or do anything to the building, walls, glass, or equipment that will damage it, including hanging things with blu tack, tape, hooks, or nails, or placing tape on the floor.
- Allow your attendees to use emergency exits unless there is an emergency. The emergency exit is alarmed.
- Prop open or obstruct fire doors or any door marked accordingly.
- Use or move fire extinguishers other than in case of fire.
- Do anything that will prejudice or render void NNC's insurance policies.
- Have barbecues, light fires (including candles and incense), use fireworks or smoke.  
**If any action by you triggers a fire alarm which results in the NSW Fire Service attending, any false alarm fee charged to NNC by the NSW Fire Service will be passed on to the hirer. Please note these charges are approximately \$2000.**
- Bring kegs or other bulk alcohol into the building
- Sell alcohol without appropriate approvals and licenses (copies must be given to the Centre) and without a security guard.
- Charge or request donations for film screenings without appropriate approvals and licenses (copies must be given to the Centre)
- Harass or discriminate against others, or do anything that is considered offensive, or obscene by community standards, or is illegal.
- Leave any doors ajar after completion of hire or make any contact with the security company that monitors the premises. If either of these events occur which triggers an alarm activation or security attendance, all fees charged by the security company for attending the premises will be passed on to the hirer.
- Do anything that will damage NNC's reputation

## Legal

### Third Party Rights

The room hirer warrants that the activities for which the room is hired do not infringe the rights, including copyright, of any third party.

If Newtown Neighbourhood Centre becomes aware of any potential infringement of a third party's rights deriving from this booking, the booking will be cancelled.

The hirer will indemnify Newtown Neighbourhood Centre Inc. for any claims made by a third party for infringing their rights, including copyright.

### Privacy Policy and Collection Notice

NNC collects your personal information when you apply to become a room hirer. We collect this information so that we can process your application, manage your bookings, send you a tax invoice, and so that we can contact you in the future and keep you updated with all the latest information on our campaigns, research and activities. If you do not provide your personal information, you may not be able to make an application, approve a booking or receive other communications from us. You are able to opt out of communications from us at any time by contacting us on the details above.

We do not disclose personal information to any third parties except in circumstances where it is necessary in order to carry out campaign actions or where it is required by law. This may include, but is not limited to, providing details to mailing houses, printers and IT contractors. Your information may be held with information technology service providers that are hosted offshore. You may request access to the information we hold on you at any time by contacting us on the details above. There may be a charge to cover the reasonable costs of locating and providing this information to you.

Newtown Neighbourhood Centre (ABN 96 884 462 833) respects your privacy and you can view our [Privacy Policy](#) on our website or by visiting our office. You can contact us about Privacy issues by calling us on 02 9564 7333 or emailing us on [admin@newtowncentre.org](mailto:admin@newtowncentre.org). If you have a complaint about how Newtown Neighbourhood Centre has collected or handled your personal information, please contact us on the details above or fill in a [complaints form](#) available on our website or by coming into our office.

### **Indemnity**

The hirer hereby agrees to indemnify and keep indemnified, Newtown Neighbourhood Centre from and against all actions, claims and demands of every kind resulting from any personal injury, loss or damage to any property occurring during the course of the subject event, and acknowledges that Newtown Neighbourhood Centre shall be under no responsibility or liability for any personal injury or damage to any property occurring during the course of, or as a consequence of the hiring.

The hirer acknowledges that if any of the NNC procedures are breached it will jeopardise any access to the NNC facilities in the future.

### **Clearances**

If you are using the rooms/hall to conduct regular classes or meetings, then all legal checks must be in place e.g. Police checks, WWCC, accreditations, licences, or any other legislative requirements for the given industry, purpose, or activity.

The hirer must not bring the reputation of the Newtown Neighbourhood Centre into disrepute.



## Schedule of Fees – Full List (effective 1/09/21)

Items for Hire	Base Rate	Payable
Hall	\$50 per hour	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
Rainbow Room	\$35 per hour	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
Small Meeting Rooms	\$15 per hour	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
AV Hire – Data Projector, Electronic Screen & Microphone	\$30	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
AV Hire – Microphone only	\$10	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
Public Liability Insurance <i>All rooms</i>	\$55	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
Public Liability Insurance <i>For events of &gt;100 people</i>	\$100	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
Locker – Small <i>32.5w * 84.5h * 43d</i>	\$2 per week	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront

Locker – Large <i>32.5w * 171h * 43d</i>	\$3 per week	Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront
<b>Refundable Security Deposits:</b>	<b>Base Rate</b>	<b>Payable</b>
Bond – Rainbow Room and/or Hall	\$400	One-off charge, payable online 6 weeks before date of Booking, or upon booking (if it is within this time period). Refunded when all hire completed, and no charges outstanding
Bond – Small meeting room/s	\$50	One-off charge, payable online 6 weeks before date of Booking, or upon booking (if it is within this time period). Refunded when all hire completed, and no charges outstanding
<b>Cancellation Fees:</b>	<b>Base Rate</b>	<b>Conditions</b>
Cancellations – Greater than 2 weeks’ notice	Full refund	Refunded automatically at time of cancellation through Online Portal
Cancellations – Less than 2 weeks’ notice	100% of the Hire Fee	No refund
Additional Cleaning/set-up Charge if left unsatisfactorily	\$50 or at cost if significant	Deducted from Bond, with Balance refunded when all hire completed. If bond insufficient to cover cost, additional invoice will be raised.
Damage Charge	At cost	Deducted from Bond, with Balance refunded when all hire completed. If bond insufficient to cover cost, additional invoice will be raised.
Repair/Replacement of furniture or equipment	At Cost	Deducted from Bond, with Balance refunded when all hire completed. If bond insufficient to cover cost, additional invoice will be raised.
<b>Discounts</b>	<b>Discount</b>	<b>Conditions</b>
Block of minimum 10 bookings – Recurring	12.5%	Block must be paid in full in advance at time of booking

Not for Profit (NFP) Community Organisation	30%	Evidence Required. ABN and registration with the ACNC will be checked. Note: discount for recurring bookings paid upfront (minimum 10) will be added to NFP discount if applicable.
Authorised NNC Volunteer or Staff Member	60%	Must be current approved volunteer or staff member