



11-13 Darley Street, Newtown NSW 2042

Room Hire Terms and Conditions

Effective 1 February 2023

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 help fund our Newtopian Outreach Program, a program specifically aimed at assisting those who are homeless or at risk of homelessness. 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

Room Bookings

Online Room Bookings

All room bookings must be made online. This can be done via following the links on our website or by going directly to <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 can browse room availability. In order to make a booking however, you will need to register for an account. 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 five-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, plus cleaning up afterwards. There is no buffer time between bookings, so setup and pack-up time forms part of your booked timeslot.

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 organise disposal of; leaving the room/s in an untidy manner and/or not cleaning the room after use; leaving doors unlocked or chocked open, not paying bonds on time or uploading insurance documentation as requested.

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. 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, eg, 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. If the booking is outside this timeframe, an invoice reminder will be emailed to you 7 weeks before the date of the room hire. **Payment for this must be made within the next seven days to avoid your booking being automatically cancelled.**
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 the 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 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. 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 (must be currently registered with the *Australian Charities and Not for Profit Commission [ACNC]*)
- Recurring bookings of 10 dates or more
- NNC Staff members, and current 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 14 days or less 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 generally change, so all recurring bookings will have the same PIN. The exception to this is if we or 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 may need to provide this PIN to your guests in order for them to access the building.

Under no circumstances are doors to be chocked/forced open. If guests do not have the PIN code, some 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. Please note, only Gadigal Hall and the Rainbow Room have an intercom.

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 or gate 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 \$20,000,000). 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 and/or if it changes. 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 per day for larger events and for Gadigal Hall hire. 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. 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. These details generally will not be shared with anybody outside of the Centre, however Inner West Council may request records of hire as part of our lease agreement.

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 and have access to shared kitchen and bathroom facilities. *Inclusions marked with asterisks are available for an additional charge.*

| Room | Capacity | Inclusions |
|-------------------------------------|---|---|
| Gadigal Hall | Seating: 64 classroom style, 96 theatre style | 100 Chairs, 20 tables on wheels, free WiFi, Air Purifier, *Data Projector & screen, Speakers, *Microphone, *lockers |
| Rainbow Room | Seating: 12 comfortably, 18 maximum | 18 Chairs, 5 tables on wheels, wall mounted whiteboard, air purifier, free WiFi, *Data Projector & screen, *lockers |
| Anastasia's Room | Seating: Up to six | Round table, 6 chairs, free WiFi, air purifier, *lockers (available upstairs) |
| Outdoor Courtyard and Garden | 100 + | 10 fold up trestle tables, 50 chairs, garden furniture, outdoor charging port and powerpoint, *lockers |

Accessibility

NNC is a single level accessible venue with ramps and accessible toilet. There is also a dedicated accessible parking space.

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. Please also ensure all tables

are wiped down with the provided disinfectant wipes (either in the room on the table or mounted in the cannister on the wall).

If you notice any broken or damaged chairs, tables, or other items, please report it to NNC immediately. 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.

Internal Courtyard and Outdoor space

In the centre of the building is an internal courtyard. This is a shared space that provides access to the kitchen and bathrooms. This space is used by room hirers, guests, staff, volunteers, and some clients.

It is also the throughfare for various spaces within the building, including access to the outdoor courtyard which guests are welcome to access if not booked, however they cannot set up activities outside.

Within the Internal Courtyard is a kitchenette, fridge, chairs and tables to sit at, and a workbench with power for staff and guests to work at.

Please be respectful when using this area to ensure that all hirers are able to use the space equally. **Note: The Internal Courtyard is a shared area. No group or individual is permitted to set up their own activities in this area or rearrange furniture. Chairs and tables cannot be removed.**

Kitchen

There is a full size fridge for you to use, along with a microwave plus filtered cold and boiling water. Please ensure that all items brought in by you are removed from the fridge after your event has finished and that rubbish is placed in the bins provided. The microwave, benchtop, and tables must be wiped down before you leave.

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

Gas cooking appliances are not permitted.

AV hire (Audio Visual equipment)

Gadigal Hall and the Rainbow Room are fitted with audio visual equipment. Available for hire for an additional fee are a data projector, projection screen, microphone (Gadigal Hall only), and speakers. Complimentary WiFi is also provided. Instructions on how to use the equipment will be emailed out at the time the booking is made. Should these not be hired at the time of the original booking, they can be requested afterwards by email or phone and will be invoiced separately. An appointment may also need to be made to visit the Centre in advance to test the AV with your equipment 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).**

Noise

There are four spaces 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 spaces in the Centre. If you have hired the Outdoor Courtyard and Garden, please pay particular attention to the noise level as the Centre is situated within a residential area.

Cameras

Please be aware that there are a number of cameras operating within the Centre to assist with keeping the Centre a safe and secure place.

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 of terms within 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 air conditioners, AV equipment, and air purifiers 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 guests are aware of all safety procedures and systems, including (but not limited to):

- Advising the location of all fire exits, fire extinguishers, and the assembly point
- Ensuring that hallways, exits, and fire equipment, are kept clear at all times so as not to impede evacuation if required
- Keeping all external gates and 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

We are very fortunate at our new venue to have limited off-street parking. This provides the opportunity for hirers to drive into the carpark to unload all equipment and supplies. Please note that parking in this area is restricted to outside of business hours only, and cannot impede access to other 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, 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 and be respectful towards other hirers and neighbours
- 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.

- Not adhere any posters or decorations to the wall surface or furniture, other than with removeable BluTack (plus remove it when you leave)
- Cease all amplified music at 10pm
- Promote our Centre positively in all publicity material for your event.
- Keep the front doors and side gate 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 tape, hooks, or nails, or placing tape on the floor.
- 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.
- Activate any wall mounted duress alarm or touch the Fire Indicator Panel
- 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 to meet our requirements under our lease agreement with Inner West Council or where it is required by law. This may include, but is not limited to, providing details to our security or IT contractors in order to fix a technical issue or provide their service. 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. 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 NNC's venue 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 01/02/2023)

| Items for Hire | Base Rate | Payable |
|---|---------------|--|
| Gadigal Hall | \$60 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 | \$30 per hour | Online at time of booking for one off or bulk purchase, or fortnightly by direct debit if recurring booking not paid upfront |
| Anastasia's Room | \$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>Rainbow Room, Anastasia's Room, and the Outdoor Courtyard and Garden</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>Gadigal Hall and for events of >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 |

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| 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 |
| Refundable Security Deposits: | Base Rate | Payable |
| Bond – All spaces except Anastasia’s Room | \$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 – Anastasia’s Room | \$200 | 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 |
| Cancellation Fees: | Base Rate | Conditions |
| Cancellations – Greater than 2 weeks’ notice | Full refund | Refunded automatically at time of cancellation through Online Portal |
| Cancellations – Equal to or 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. |
| Discounts | Discount | Conditions |
| Block of minimum 10 bookings – Recurring | 12.5% | Block must be paid in full in advance at time of booking |

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|--|-----|---|
| Not for Profit Organisation / Charity (Must be currently registered with the ACNC) | 30% | Evidence Required. The hirer's ABN will be automatically checked with the ACNC's database. 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 |