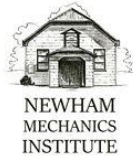


Newham Mechanics Institute

Conditions of Hire

1. Definitions
 - a. "NMI" means the Newham Mechanics Institute Inc.
 - b. "Hall" means the NMI Hall and/or associated areas.
 - c. "Hirer" means the person, partnership, organization or corporation entering into the Contract of Hire for the Hall.
 - d. "Booking Officer" means the nominated representative of NMI.
2. Hiring Agreement - The Hirer will be required to enter into a Hiring Agreement with NMI subject to these Conditions of Hire
3. Fee The hire fee must be paid as below:
 - a. Deposit – 30% of the agreed hire together with the signing of the agreement
 - b. Balance of payment - to be paid no later than 14 working days prior to the commencement of the hire.
4. Bond - The Bond is payable with the balance of the payment and will be refunded within seven (7) days of the hiring event date if the Hall has been left in a satisfactory condition and undamaged and these Conditions of Hire adhered to. Any costs incurred by NMI for extra cleaning, repair or loss of revenue will be deducted from the Bond before being refunded. The Hirer will be responsible for all costs in excess of the Bond. NMI will determine all costs and its decision will be binding.
5. Cancellation/Alteration –
 - a. By NMI - NMI at all times retains the right to cancel or alter any bookings for whatever reason. It should be noted that such action will be performed only in emergency situations such as Code Red days and in such cases refunds of fee and bond will be made in full.
 - b. By the Hirer – Cancellation between 21 and 14 days of the hire will forfeit the deposit. Cancellation later than this will forfeit the total hire fee
6. Indemnity - NMI shall not be responsible for or incur any liability in respect of any loss occasioned to the Hirer through accident of any kind or failure of the electrics or other facilities or any other case. The Hirer agrees to indemnify and keep indemnified and to hold harmless NMI, its servants and agents and each of them from and against all actions, cost, claims, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the said contract. NMI strongly recommends that the Hirer obtain Public Liability Insurance cover if the event is of a club or association type.
7. Hours - The Hirer must ensure that the function finishes and the Hall is vacated by 12.00pm if hiring for night time use.
8. Venue and Parking - The Hirer is to ensure that guests do not park in the restricted area on the CFA site. The Hirer must ensure that all participants are restricted to the hired area and do not disturb neighbours or the activities in other areas. No temporary structures are to be erected in the hire area
9. Liquor - NMI does not hold a liquor licence for the Hall. The Hirer is to ensure that the appropriate liquor licence is obtained under the Liquor Control Reform Act if the consumption and/or supply of liquor is to be undertaken in connection with the use of the Hall.
10. Equipment - A specified number of chairs, tables, crockery, cutlery and other equipment is available but excluding wine glasses. The Hirer is responsible for all aspects of the setting up and packing up of the equipment. Any additional equipment required is the responsibility of the Hirer, and equipment provided by the Hirer should not cause any damage to the facilities



Newham Mechanics Institute

Conditions of Hire

and must be removed at the completion of the event. Under no circumstances are chairs to be used outside the Hall.

11. Electrical Equipment - Any use of electrical equipment including lighting and sound equipment shall be done with due care and consideration for the safety of the Hall and the electrical system. The Hirer shall accept total responsibility and liability for such equipment. The Hirer is to ensure at all times that there is no unnecessary energy usage at any time.
12. Decorations – if decorating the Hall the Hirer is to use the approved materials for fastening streamers, balloons etc. and shall not stick tape or nail pins or any other fasteners onto any wooden, plaster or painted wall surfaces. Blue tack, string and cable ties are allowed. No tape of any kind is to be used and under no circumstances are decorations to be placed on the bi-fold doors.
13. Smoking - No smoking is allowed in the Hall and the Hirer must ensure that this condition is enforced and that any smoking is limited to the designated area outside the Hall.
14. Security - The Hirer is responsible for the security of the Hall while in possession of the keys provided. The Hirer must ensure that the Hall is secure and safely locked when leaving and the keys returned to the Booking Officer.
15. Hall condition on conclusion - The Hirer is responsible for complying with the Hall Cleaning Check List including ensuring the return of all equipment to its rightful place, the removal of rubbish from inside and outside the venue, and leaving the Hall in an orderly state. In particular the Hirer will ensure that the kitchen, if used, will be left as it was found.
16. COVID-19 – The Hirer is responsible for complying with all Victorian State Government COVID-19 Directions and Guidance:
 - a. COVID-19 Directions means directions issued pursuant to section 200 of the Public Health and Wellbeing Act 2008 (Vic), or any other direction that the Victorian Government may enact that is related to the COVID-19 pandemic and associated safety measures.
 - b. COVID-19 Guidance means guidance (online or otherwise) related to the COVID-19 pandemic and associated safety measures as may be issued by the Department of Health and Human Services and other Victorian Government departments from time to time.