

HIRE & USE OF UCIC FACILITIES

TERMS & CONDITIONS

To assist us in ensuring the success of your function, it is a requirement that you abide by the following terms and conditions. If you have any queries on the following do not hesitate to call the Property Officer (Tel: 6103 4217).

Access

The user must vacate the room / church / area at the scheduled times. Should the function continue beyond the agreed finishing time, additional cost may be charged.

It is the user's responsibility to ensure the secure locking of building after hours. Failure to secure the building may result in a security call out fee being charged.

Advertising or directional material

The display of advertising or directional material of any kind is not permitted within the UCIC building, except with permission of the UCIC management.

Users shall not display, publish or broadcast advertising material which, directly or indirectly states or infers that the event for which the facilities are being used is in any way connected to the UCIC without the express permission of the UCIC.

Nothing is to be nailed, screwed, stapled or adhered to the wall, door, window or any other surface or part of the building without prior approval.

Should approval be given, signage must be authorised, both by its design and placement, by UCIC management prior to the event. The user will accept liability for damage caused by advertising or directional material, and will undertake to remove all material at the conclusion of the event.

Alcohol

Specific reference must be made to liquor consumption in the application form, in order to gain approval from UCIC management. Users will be deemed in breach of the terms and conditions where liquor is served or consumed without prior approval.

Where the consumption of alcohol (including, but not limited to sales) is approved by UCIC, the user must ensure that they comply with all aspects of the *Liquor Control Act 1988*.

The sale of alcohol in any UCIC premises requires that an occasional liquor licence be obtained by the user and a copy of the licence must be provided to the UCIC prior to the event.

The licence holder must ensure that all alcoholic beverages are consumed only within the facilities and times nominated in the agreement and only within the terms of the license.

The user must ensure adequate security measures are in place to ensure the safety of UCIC property and staff.

Bond

In lieu of a bond, credit card details must be advised at the time of booking.

Any additional cost incurred by the UCIC as a result of a booking such as any damage to the venue, additional cleaning or non-compliance with the conditions, may be charged. The User Group will be notified immediately of the damage. Non compliance may result in cancellation of any future bookings.

Bathroom

Male, female and disabled toilets are included as part of all bookings and are in close proximity to all UCIC facilities.

Cancellation by User Group

Cancellation of the Agreement by the user must be advised in writing to UCIC. If advice of cancellation is received within five (5) days prior to the first day of hire, the User may be liable for any costs incurred by UCIC. A fee of up to 80% of the total booking cost may be payable.

If the User fails to advise UCIC of cancellation, the User will be liable for 100% of any fees and expenses.

Catering

Food catering is not provided by UCIC, however some venues have access to kitchen facilities.

Hot and cold drinking water may be available in some venues.

Confirmation

Final details, including number of participants, room set up etc. must be confirmed at least 5 days prior to the event.

Contact and communication

The user will nominate a contact person who will represent the user during the event.

This person will be held responsible for any damages howsoever caused.

UCIC's Terms and Conditions are to be adhered to at all times during the booking. Any Officer of the UCIC authorised by management shall have free access to the venue at all times during the period of use and will enforce all conditions relating to the use.

Changes to Bookings

Any changes to booking must be made in writing to the UCIC property officer.

Changes to Terms and Conditions

Terms and Conditions may be waived wholly or in part by the UCIC management.

Cleaning

The facilities used are to be left clean. Rubbish and food scraps must be placed in bins and any crockery or cutlery used must be cleaned and put away.

If, in the opinion of the UCIC management, extra cleaning is required to return the facilities to an acceptable condition following their use, the cleaning will be undertaken by contractors on a cost recovery basis. The UCIC management decision as to the cost of cleaning facilities will be final.

Copyright

The user agrees not to contravene any copyright or moral rights or obligations as part of any event.

Damage

The facilities and equipment shall be left undamaged. Any damage howsoever caused, to UCIC property by the User or performers, attendees, paid or volunteer staff and any other persons in attendance will be the responsibility of the User.

If, in the opinion of the UCIC management, maintenance is required to return the facilities to an acceptable condition following the event, this will be undertaken by contractors on a cost recovery basis. The UCIC management decision as to the cost of maintenance to rectify damages to facilities will be final.

Equipment

The UCIC has venues that contain a certain amount of equipment. This equipment must be used in accordance with instructions provided.

Any additional equipment required must be provided by the User Group, at their expense.

UCIC will not accept responsibility for any damages to, or loss of user's, or performers, attendees, paid or volunteer staff and any other persons in attendance, property that is left in the room.

Any equipment or furniture which is removed from the facilities, not returned after use, or damaged in any way due to user error or neglect will be charged to the user at the current replacement/repair value.

Evacuation Procedures

The User is required to advise performers, attendees, paid or volunteer staff and any other persons in attendance of the evacuation procedure at the beginning of the event.

In the event of an emergency the User is responsible for the orderly evacuation of the facilities specified on the instructions provided, or located close to Exits.

UCIC staff will act as fire wardens for events held in the Queens Building during working hours. This does not remove the requirement of advising attendees of the evacuation procedure at the beginning of any event.

Goods and Services Tax (GST)

All charges are inclusive of GST. Where a tax invoice is to be supplied by UCIC this document will be GST compliant and shall provide the recipient of the supply, or where different, the payer with the necessary documentation as shall enable or assist that party in claiming or verifying any input tax credit, rebate or refund in relation to the GST payable under these arrangements.

Insurance

In respect of its own potential liability, the UCIC will maintain, at its own cost, adequate public liability insurance, and maintain cover for any occurrence or series of occurrences arising out of any one event.

Users will be required to carry their own Public Risk insurance policy, and to fully indemnify the Uniting Church in the City against any claims other than where the Church is proven negligent.

In respect of any user's liability, the user will be required to hold its own adequate public liability insurance, of at least \$10 million, to cover any occurrence or series of occurrences arising out of any one event associated with the use of the premises.

If the user does not have adequate public liability insurance, the Uniting Church in WA is able to provide insurance for a fee.

The user may be required to provide a copy of the Certificate of Currency prior to the UCIC prior to the commencement of the function.

Noise Management

The volume of noise must be appropriately monitored to ensure that the peak sound levels within the venue are limited and appropriately controlled to maintain acceptable external limits.

Any officer authorised by UCIC management has the authority to require the user to adjust the volume if deemed to be exceeding reasonable peak levels.

Opening of venue

Arrangements will be made for the venue to be open for the time booked. No keys are issued.

Parking

There may be no or very limited parking in relation to some premises. Contact the UCIC Property Officer to request parking and, if available, directions will be given to an allocated parking space along with a parking pass. Wolf Lane is a wheel clamping zone and if a parking pass is not displayed, your vehicle may be wheel clamped.

Piano

Pianos are available in most venues. A request to use the instruments must be made as part of the booking, otherwise they may be locked.

Piano tuning can be arranged for a fee providing adequate notice is given to the UCIC property officer

Right to decline or terminate events

UCIC will retain the sole right to approve or terminate any event on the basis that an event may not be in line with the UCIC's core mission, vision or values.

UCIC Policy on Property (including room hire and use of external areas) use by external organisations:

UCIC will consider applications for the use of UCIC buildings, rooms and external areas, from individuals and groups. UCIC believes that freedom of expression is an essential component of a democratic society. However, UCIC reserves the right to decline a request for a booking, or a confirmed booking, where it believes that groups or individuals intentions are to, or have previously engaged in activities which:

- deliberately provoke hatred of a group or individual on the grounds of race, disability, sexual orientation, gender or religious belief
- distribute defamatory material to the public, or make defamatory statements
- making inflammatory public speeches.
- inciting inflammatory rumours about an individual or a group, for the purpose of spreading discontent.

Prior to confirmation of a booking by UCIC, all individuals or groups, using or intending to use UCIC property, will confirm that they do not and do not intend to engage in any of the above actions.

The UCIC may prohibit, or halt any activity which in its opinion is objectionable, dangerous, unlawful, or infringes the intellectual property rights of third parties and may close the venues accordingly.

The UCIC will retain the sole right to terminate any event without notice where the terms and conditions are breached, or for any other reason.

In the case that the event is cancelled by the UCIC, the user will have no claim for damages against the UCIC arising out of the termination of the event.

In the event of a cancellation by the UCIC prior to the start of an event the UCIC will refund all fees and or deposits paid by the user.

Security

The orderly behaviour of all the user's performers, attendees, paid or volunteer staff and any other persons in attendance is entirely the responsibility of the user.

UCIC management or delegate may deem that an event requires on-site security. The UCIC is able to provide security for a fee, if the user is not able to do so.

Storage

UCIC is not obliged to provide storage room for Users. Users' equipment will only be able to be stored if there is room to do so.

UCIC will not accept responsibility for any damages to, or loss of property that is left in any venue.

Smoking

Smoking is prohibited in all UCIC Buildings. Users must ensure that this prohibition is observed at all times.

Venue Closed

In the event that the UCIC is required to close any venue, all affected Users will be notified as soon as possible. The UCIC management would then look to reschedule or move bookings to other facilities. If this is not possible then any fees and charges paid in advance will be refunded in full.