



Nanospace: Conditions of Hire

1 Application

An application to hire Nanospace (“Venue”) is made using the supplied application form (“Application”). An Application must be emailed to presfamilyholidays@bigpond.com.

These Conditions of Hire use the term “Hirer” to refer to:

- if an Application is submitted by a person on his or her own behalf, that person; or
- if an Application is submitted on behalf of an organisation, club or group of people, the person submitting the Application and that organisation, club or group of people.

If the Hirer comprises two or more persons or entities, the Agreement for Hire will bind each of them severally and jointly.

2 Agreement for Hire

- The submission of an Application is an offer by the Hirer to hire the Venue and to enter into an agreement for hire on the terms set out in these Conditions of Hire. PFC reserves the right to refuse an Application for any reason.
- In response to an Application by the Hirer, PFC may send a written acceptance of the Hirer’s offer (“Confirmation Email”) to the Hirer to enter into an agreement with the Hirer.
- An “Agreement for Hire” will come into existence between PFC and the Hirer on the date of the Confirmation email.
- The Agreement for Hire will be evidenced by the Confirmation email, these Conditions of Hire, and the Application. In the event of any inconsistency between the documents, they shall take precedence in the order stated in the previous sentence.
- In the event that PFC is only prepared to accept an Application subject to conditions, PFC will specify such conditions to the Hirer the Confirmation Email. In such circumstances, an Agreement for Hire will be deemed to come into existence on PFC’s receipt of payment of the Hire Fees by the Hirer.

3 Hire Fees

The “Hire Fees” will be set out in the Confirmation Email.

Fees must be paid in full 2 weeks prior to the hire or by any other date stipulated in the Confirmation Email. Failure to pay the hire fees by the due date may result in the termination of the Agreement for Hire.



4 Security Bond

PFC may ask for a "Security Bond".

The amount nominated in the Confirmation Email must be paid in full 2 weeks before the hire or by any other date stated in the Confirmation Email. Failure to pay the Security Bond by the due date may result in the termination of the Agreement for Hire.

The Security Bond will be held as security for any damage to the Venue (including the surrounds of the Venue and any equipment or items at the Venue), for any cleaning arranged by PFC if the Venue is left in an unclean condition or for any other breach of the Agreement for Hire.

The cost to PFC of any damage, cleaning, repair or replacement, or incurred as a consequence of any breach of the Agreement for Hire by the Hirer, will be deducted from the Security Bond. Unless PFC has had recourse, or proposes to have recourse, to the Security Bond, the Security Bond will be returned within 14 business days after the hire.

Where any provision of these Conditions of Hire permits PFC to retain all or part of the Security Bond in particular circumstances, but the cost of rectifying the circumstances for which the Security Bond may be retained, including, without limitation, making repairs, replacing items or performing cleaning, exceeds the amount of the Security Bond, the difference will be a debt immediately due and payable by the Hirer to PFC.

5 Condition of Venue

The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of PFC, the Venue, and all fixtures, fittings, equipment or items at the Venue, are deemed to be in a good and clean condition and working order at the start of the hire.

6 Key Collection and Return

Access to the facility is via a key provided in the key safe onsite. A four-digit code to the key safe will be provided to you by a Booking Officer the week of your booking. Please Note: Access to the facility is strictly during the booking times as per the Conditions of Hire.

PFC may retain all or part of the Security Bond:

- to replace any key safe which is damaged; or
- if any key is not returned, to, at the discretion of PFC, replace the key or replace the lock(s) relevant to the key.

7 Setting Up/Packing Up

The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period on the Application. All equipment, goods and other items brought into the Venue by the Hirer must be removed from the Venue at the end of the hire.

8 Noise Levels/Amplification

Music must not start before 10am and must cease by 5pm. Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Venue must not be louder than that of a normal conversation when heard at any adjoining buildings, businesses or residences. Loud live music events are not permitted.

The Hirer must ensure that his/her/its use of the Venue does not cause any disturbance to the peace and quiet of the neighbourhood.

9 Access to the Venue and Exiting the Venue

The Hirer must not access or use any part of the Venue prior to or beyond the hire period. The booking time stated in the Application must include the time at which the first person will arrive at the Venue to set up and the time that the last person will leave the Venue. Any unauthorised access is prohibited. The Hirer must ensure that:

- all persons attending the Venue must leave in a quiet and orderly manner at the end of the hire;
- all persons have left the Venue and the immediate surrounds of the Venue by the time stated in the Confirmation Email; and
- upon exiting the Venue, the Venue is locked.

If the Venue is accessed outside of the hire period, or if the Venue or the surrounding area is not vacated by the end time of the hire, this will be a breach of the Agreement for Hire and PFC will retain the Security Bond.

10 Cleaning

The Venue must be kept in good order and must be thoroughly cleaned by the time stated in the Confirmation Email.

The Hirer must leave the Venue in a clean and tidy state, and must place all waste material (rubbish and recycling) in the appropriate bin or receptacle. Any cost incurred by PFC in cleaning the Venue or removing waste material will be deducted from the Security Bond.

11 Cancellation by Hirer

Where cancellation is received by the Booking Officer less than 7 days prior to the hire date, a cancellation fee may apply. All cancellations or requests to change the bookings must be made in writing, by mail, email or by phone.

12 Cancellation by PFC

PFC may cancel the booking and terminate the Agreement for Hire if the Hirer breaches the Agreement for Hire.

PFC reserves the right to cancel any booking if the Venue is required for use by PFC. PFC will refund the Hire Fees, Security Bond and any other charges to the Hirer. PFC shall not be liable to pay any other compensation to the Hirer.

13 Hirer's use of Venue

PFC grants the Hirer a non-exclusive licence to use the Venue, or such part of the Venue as specified in the Application, for the hire period, for the purposes detailed in the Application, on the terms set out in the Agreement for Hire (unless the Confirmation Email specifies different hire details, in which case, the Confirmation Email shall apply).

PFC has absolute discretion to prohibit access by the Hirer to any part of the Venue, including, for example, storerooms, kitchens and any portions of the Venue which are being used by a third party.

PFC staff and contractors shall have access to the Venue at all times.

14 No transfer of booking or assignment of Agreement for Hire

A Hirer cannot assign the right to use the Venue to any other person, without PFC's prior written consent, which may be given subject to such conditions as PFC considers appropriate or may be withheld at the PFC's absolute discretion.

15 Responsibility and supervision

The Hirer must remain at the Venue at all times during the hire period and must ensure that all children (under the age of 18) are supervised by parents or guardians at all times.

16 Food and Beverages

Alcohol

Hirer must ensure that no alcohol is consumed by persons under 18 years of age, and the Hirer must comply with all liquor licensing requirements.

Food

The Hirer must ensure that, where any catering is provided by a person or company that person or company is registered under the Food Act 1984 (Vic).

17 Gambling

The Hirer may, with the consent of PFC use the Venue for games of bingo, raffles or similar activities, provided that the Hirer has obtained any necessary permits from the Commission for Gaming Regulation.

18 Smoking

Smoking is not permitted within or at the Venue. The Hirer must ensure that, where the Venue will be attended predominantly by underage people, no smoking by any person is permitted at the Venue, including the immediate vicinity of the Venue.

19 Smoke machines candles, flames and pyrotechnics

The Hirer must ensure that no smoke machines or any form of pyrotechnics, are used at the Venue or on the surrounding land. The Hirer is liable for:

- the cost of any attendance by any emergency services at the Venue in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and
- any damage to any part of the Venue or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.

20 Safety

The Hirer must ensure that:

- at all times, exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.

21 Damage to building, equipment or any item at the Venue

The Hirer is responsible for any damage to the Venue, including the area surrounding the Venue, fences, fittings, furniture, curtains, equipment, and other property at the Venue, that occurs during the hire period or as a result of, or in connection with, the Hirer's hire of the Venue.

22 Theft / Loss / Damage

The Hirer releases, to the fullest extent possible at law, PFC from any liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Venue.