



# GALSTAUN FUNCTION CENTRE

The Austral-Armenian Association Inc.  
Reg: Y2628218 CC22212 ABN: 63 966 768 432  
5 Grattan Cres. FRENCHS FOREST NSW 2086

## CORRESPONDENCE

PO Box 192, FRENCHS FOREST NSW 1640  
Ph: (02) 9451 3918  
Email: hire@northshorehallhire.com.au  
Website: www.northshorehallhire.com.au

## Galstaun Function Centre Hire Agreement.

The following conditions of use have been drawn up to protect the Galstaun Reception Centre and to ensure your function runs smoothly with minimum disruption to your guests and local residents. These conditions must be read and understood prior to you signing the Hall Hire agreement.

**This venue hire agreement** is made on the date specified in Item B of the Application between:

1. Austral-Armenian Association Inc. (Galstaun Function Centre). A Not For Profit Association incorporated in 1974 (NSW) of 5 Grattan Crescent, Frenchs Forest New South Wales 2086 (**The Hall**)

and

2. The person specified in Item A of the Application of the address specified (**the Hirer**)

The Parties agree:

### 1. General.

#### 1.1. Definitions.

**Additional Charges** means:

- a) Any costs incurred by the Hall as a consequence of any failure by the Hirer to:
  - i. Vacate the Hall Premises by the end of the Agreed Times;
  - ii. Promptly remove any goods or materials brought into the Hall Premises by or on behalf of the Hirer; or
  - iii. Leave the Hall Premises in a clean and tidy condition;
- b) Any charge in addition to the Hiring Fee arising from any agreement by the Hall to extend the Agreed Times; and
- c) Any charges quoted by the Hall to the Hirer at the time of making the booking;

**Agreed Times** means the times specified in Item B of the Application;

**Confirmed Booking** means a booking confirmed by the Hall under clause 3.1(b);

**Deposit** means \$500;

**Function** means the function to be held by the Hirer at the Hall on the Function Date, as specified in Item B of the Application;

**Function Date** means the date specified in Item B of the Application;

**Premises** means the Galstaun Function Centre of 5 Grattan Crescent, Frenchs Forest NSW 2086.

**Hiring Fee** means, subject to clause 3.3, the amount specified in Item E of the Application;

**Permitted Contractors** means any contractors of the Hirer approved by the Hall under clause 7.7(a).



**2. Venue Hire.**

**2.1. Hire.**

Subject to clause 3.1(b) and 4.2(a), the Hall agrees to hire the Hall Premises to the Hirer between the Agreed Times on the Function Date on the terms of this agreement in consideration for the payment by the Hirer to the Hall of the Hiring Fee.

**2.2. Keys.**

The Hall will hand the key to Hirer on the day, unless prior arrangements are made. Key(s) are to be returned to the Hall at the end of Function. A Loss of a key will cost \$250.00 to replace.

**3. Hiring Fee.**

**3.1. Deposit.**

- a) At the time of confirming the tentative hire, the Hirer is required to pay the Deposit to the Hall.
- b) Upon receipt of the Deposit, the Hirer's booking will be confirmed online.
- c) The deposit is \$500.00, unless otherwise agreed to by Hall management.

**3.2. Balance of Hiring Fee.**

- a) 30 days before the Function Date, the Hirer must pay to the Hall the remainder of the Hiring Fee less the Deposit.
- b) A Bond of \$,1000, or as otherwise agreed to, is required to be paid

**3.3. Revision of Hiring Fee.**

- a) The Hall may revise the Hiring Fee at any time, in relation to the Hirer's specifications.
- b) The Hall shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause 3.3(a).

**3.4. Release of Bond Payment.**

Within 14 days of the Function Date, the Hall Management will inspect the Premises and the Bond will only be returned after inspection of premises and all conditions are met. Any damages in excess to the Bond amount are to be paid by Hirer.

**3.4. Payment Methods.**

The accepted payment methods are Direct Transfer (Bank details upon request), Cash or Cheque. Cheques must be made out to: **Austral-Armenian Association Inc.**, PayPal or Credit Card. (PayPal & Credit Card payments will incur an administration fee of \$30.00).

**4. Cancellation of bookings.**

**4.1. Hirer.**

- a) Subject to clause 4.1(b), the Hirer may cancel a Confirmed Booking at any time.
- b) In the event of cancellation of a Confirmed Booking by the Hirer, the following cancellation fees may be deducted from the Deposit by the Hall, unless waived by the Hall:
  - i. cancellation made 30 days or more before the Function Date, a cancellation fee equal to 50% of the Deposit; and
  - ii. Cancellation made less than 30 days before the Function Date, a cancellation fee equal to 100% of the Deposit.
- c) The balance of the Deposit (if any) after deduction of the cancellation fee referred to in clause 4.1(b) will be refunded to the Hirer.



**4.2. Hall.**

- a) The Hall may refuse or cancel a confirmed booking at any time if there is a force majeure, or any other event, which in the reasonable opinion of the Hall Management, causes the Hall to be unsafe or inappropriate to hold the function. For example: fire, unsafe premises,
- b) The Hall shall not be liable for any loss or damage to the Hirer or any third party in consequence of the exercise of the rights referred to in clause 4.2(a).
- c) In the event of cancellation of a Confirmed Booking by the Hall, the Hall will refund the Deposit to the Hirer if, in the Halls reasonable opinion, the Hirer is not in any way responsible for the cancellation.

**5. Hall Premises.**

**5.1. Alterations.**

The Hirer must not:

- a) Affix any sign, decoration or other item/s to any part of the Hall Premises without prior consent from Hall Management; or
- b) Interfere with or alter any of the Halls electrical systems, lighting or sound systems.

**5.2. Artworks.**

The Hirer must not cover, handle or endanger the Halls artworks.

**5.3. Smoking prohibited.**

Smoking is not permitted within the Hall Premises or within 4 metres of any doorway; this also includes smoke producing machines. Any smoke within the Premises; including the hall, toilets, kitchen and bar will result in the FIRE ALARM being triggered, ALL AIR-CONDITIONING units will be automatically SHUT DOWN and the fire department may be automatically despatched.

**5.4. State of Hall Premises.**

The Hirer must:

- a) Vacate the Hall Premises by the end of the Agreed Times;
- b) Promptly remove any goods or materials brought into the Hall Premises by or on behalf of the Hirer; and
- c) Leave the Hall Premises in a clean and tidy condition.

**5.5. Sub-Leasing.**

The Hirer is NOT permitted to sub lease the Hall Premise or any part thereof.

**5.6. Damage and Breakages.**

The Hall reserves the right to cease the Function at any time without compensation in the event that any of the furnishings or fixtures are damaged. The Hall and/or any of its officers shall not be liable for loss or damage sustained by the Hirer for any article belonging to them or those attending the function by reason of any such article being lost, damaged or stolen. The Hirer is fully responsible for full replacement cost for any damage or breakage to the Premises and/or its contents. Any such damage must be reported immediately to the Hall.

**5.7. Parking.**

Patrons must NOT park on the grassed areas, within other halls, neighbour parking areas and driveways. Vehicles may be towed (at the owners' expense). There is ample parking onsite and around the street. You may also consider hiring a bus to pick up and drop off patrons, therefore reducing the parking requirement and risk driving whilst over the alcohol limit.



**6. Catering & Bar Services.**

The Hall doesn't directly offer catering but has affiliations with caterers and provides a fully capable kitchen for all catering requirements.

**6.1. Caterer.**

The Hirer is responsible for all food, alcohol and beverage supplies, and must be engaged by the Hirer for their function at the Halls Premises, unless otherwise agreed with/by the Hall.

**6.2. Arrangements.**

All catering arrangements, even if arranged through the Hall, are to be made directly with the caterer and the payment of all catering fees is to be made by the Hirer.

**6.3. Bar Services.**

The Hirer will be fully responsible for the bar service – unless other arrangements are made with the Hall.

**7. Conduct of Function**

**7.1. Compliance with laws.**

The Hirer shall:

- a) Comply with the requirements of all relevant laws including, but not limited to, the Liquor Act 1982 (NSW);
- b) Be liable for and indemnifies the Hall from and against all damages and expenses for which the Hall shall or may be or become liable in respect of the breach of any such laws, arising out of or in the course of the Function.
- c) The Hall reserves the right to cease the Function at any time without compensation in the event the function is not complying with Hall, Local, State or Federal Government Laws.

**7.2. Decorations.**

- a) All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by the Hall before the Function and may be the subject of a further charge.
- b) Do not place any substance on the floor, furniture, walls and ceiling that will damage the surface. Therefore the use of sticky tape, or similar products, should not be used to adhere decorations to the premises.
- c) Do not attach decorations, or any other items, to light fittings, ceiling or any of the premises fixtures.
- d) No loose or free floating balloons and open fire flame decorations are allowed in the premises.

**7.3. Attendance.**

The Hirer must be in attendance at the Hall Premises at least one hour before the commencement of the Function and at all times during the function.

**7.4. Directions.**

The Hirer must comply with the directions of Hall management and staff whilst on the Hall Premises.

**7.5. Deliveries.**

All deliveries for the Function are the Hirers responsibility unless arranged by the Hall for the hall use.

**7.6. Invitees.**

The Hall reserves the right to refuse entry to the Hall Premises to any of the Hirer's invitees.

**7.7. Contractors.**

- a) The Hall may not permit any contractors of the Hirer including, without limitation, any operators of electrical, lighting or sound systems and any providers of music or other entertainment to provide services at the Function, unless otherwise approved by the Hall.
- b) The Hirer is liable for and indemnifies the Hall from and against all actions, claims, demands, losses, damages and expenses for which the Hall shall or may be or become liable or suffer in respect of any acts or omissions of the Permitted Contractors.



**7.8. Security.**

- a) The Hirer is responsible for the Hall and their guest's security during the Function hire period, by employing security guard to ensure that no other uninvited persons enter the Function. Security for all 16<sup>th</sup>, 18<sup>th</sup> & 21<sup>st</sup> is mandatory, a minimum of 2 guards must be onsite.
- b) All doors must be secured.
- c) The Hirer must notify the Police if there is any threat of trouble or of any illegal activity within the Premises.
- d) The Hall reserves the right to cease the Function at any time without compensation in the event the function is deemed out of control by any party.

**7.9. Setup and Cleaning.**

- a) The Hirer is responsible for the setting up of the Hall by means of the tables, chairs and decoration.
- b) The Hall provides a special trolley to move chairs without causing damage to the floor.
- c) The Hirer is only required to clear all table tops, bar counter and kitchen. The cleaning of the Premises, including the toilets and entrance and the packing of the Tables and Chairs will be done by a professional cleaner and the price is included in Hall hire price.
- d) All the rubbish must be collected by the Hirer into bags, sealed and placed into the industrial bin which is available at the back of Hall Premises.
- e) The Hirer must ensure that all exit doors and access to fire equipment are kept free and are not hindered by furniture or decorations.

**7.10. Music.**

All music or amplified sound must not exceed past 12.00 am (midnight) on Fridays and Saturdays and 10:00pm on all other days.

**7.11. PA & AV System.**

Usage of the PA and Audio Visual (AV) system are also available for an additional cost of \$100.00 for each one.

**7.12. Children.**

Children are to be supervised at all times. Any damage sustained accidentally will be the responsibility of the Hirer, all damages must be rectified by the Hirer or must pay for the cost of the professional repairer, if required.

**7.13. Closing Times.**

Official vacating times:      Sunday to Thursday ..... 10.00 pm.  
   Friday & Saturday..... 12.00am (midnight).

Patrons are asked to leave quickly and quietly, and to respect the residential neighbours.

**8. Indemnity and Insurance.**

**8.1. Hirer's indemnity**

The Hirer is liable for and indemnifies the Hall from and against all actions, claims, demands, losses, damages and expenses for which the Hall shall or may be or become liable or suffer in respect of:

- a) Damage to the Hall property arising out of or in the course of the Function except to the extent it arises from the negligence or default of the Hall;
- b) Injury to or death of any persons arising out of or in the course of the Function except to the extent it arises from the negligence or default of the Hall; and
- c) Any breach of this agreement by the Hirer.

**8.2. Insurance**

It is recommended that the Hirer obtain insurance against the liability referred to in clause 8.1.

**8.3. Exclusion of liability**

The Hall accepts no responsibility for any loss or damage to the property of the Hirer or any third party. Also the Hall will not accept any liability for inability to fulfil any or all the services through causes beyond its control – including disputes, strikes, main grid power blackouts, government restrictions and other natural disasters. Also Vehicles parked on the Hall Premises and contents within are the Hirers and/or owners' responsibility.



## Application Form. (Please write clearly)

### Contact Details: (Item A)

Title: ..... First name: ..... Surname: .....

Company Name: .....

Contact Address: .....

.....

Contact number: ..... Email Address: .....

### Function Details: (Item B)

Type of Function: ..... (Eg: Wedding, Engagement, Corporate Function, Birthday Party, Christening)

Date: ..... / ..... / ..... Start Time: ..... : ..... am/pm End Time: ..... : ..... am/pm No. of Attendees: .....

### Additional Requirements/Comments: (Item C)

☐ Security: ..... ☐ Water Urn: ..... ☐ Projector ☐ Microphone: .....

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☐ I have Read and Understood the Centre's Hire Agreement.

Signature: ..... Date: ..... / ..... / .....

Cheques must be made out to: **Austral-Armenian Association Inc.**

### Office Use Only: (Item D)

Hire Price: \$ ..... Extras: \$ ..... **Total Hire Rate: \$ .....**

Deposit Paid: \$ ..... Date: ..... Payment Method: ..... Receipt #: .....

Bond Paid: \$ ..... Date: ..... Payment Method: ..... Receipt #: .....

Final Payment: \$ ..... Date: ..... Payment Method: ..... Receipt #: .....

Additional Charges: \$ ..... Reason: .....

Bond Returned: \$ ..... Date: ..... Method: ..... Trans. #: .....