

The Rarest Gem – Health, Yoga and Meditation

49 Wakefield Street, Kent Town SA 5067 08 8363 2834

CONDITIONS OF HIRE

Please read these conditions carefully before signing acceptance on your Hiring Agreement.

- By signing the Hiring Agreement you are acknowledging that you understand these conditions and agree to them in full.
- The Rarest Gem will not accept responsibility for any circumstances arising from the failure of Hirers to understand these conditions or from the failure of Hirers to comply with these conditions.
- The Rarest Gem reserves the right to determine the application of financial penalties as it sees fit against Hirers whom it deems have breached these conditions of hire.

1. BOOKINGS

- i. Tentative bookings should be confirmed or cancelled within 21 days. The Rarest Gem (the "Centre") reserves the right to cancel any booking, which has not been confirmed within 21 days. The Rarest Gem will confer with you first wherever possible.
- ii. On confirmation of a booking, an Invoice will be issued accompanied by an Hire Agreement and Booking form, which must be completed, signed by the Hirer and returned to the Centre as soon as possible. Once the form is signed, the Hirer undertakes to comply with the conditions of hire.
- iii. A deposit of 50% of the total hire fee (excluding bond, and any other charges) must be paid in order to confirm the booking.
- iv. Upon payment of the deposit, a receipt will be issued, and the booking will be taken as confirmed.
- v. The balance of the hire fee must be paid at least fourteen (14) days prior to the Hirer's booking.

2. SETTING UP FEES

- i. Session bookings must include setting up and cleaning up within the session time. Additional time required is dependent on availability and will be charged at \$10 per hour (up to a maximum of 3 hours only).
- ii. Specially negotiated hourly bookings are allowed 15 minutes setting up and cleaning up time. Any additional time must be booked and charged at \$10 per hour.

3. CANCELLATIONS

Ample notice in the event of the cancellation of a confirmed booking would be appreciated. All monies paid will be returned, less a \$30 administration fee, except in the following two instances.

- A charge of 50% of the total hire fee will be made for cancellations of less than 10 working days notice.
- A charge of the total hire fee will be made for cancellations of less than 5 working days notice.

4. KEYS

- Hirers must collect their key(s) at least one working day prior to the booking, and return the key(s) within two working days after the event, unless otherwise arranged with the Centre in writing.
- All Hirers will accept responsibility for the payment of new locks and replacement keys if the key(s) is/are lost, stolen or misplaced.
- Key collection by Hirers must be done before 4.00pm** on weekdays. The Centre office closes at 5.00pm and sufficient time must be allowed for finalizing paperwork & demonstrating all procedural requirements. Hirers are responsible for contacting the Centre to arrange a time convenient to Centre Management. The Centre will not accept responsibility for any inconvenience to Hirers through failure of the Hirer to follow this condition.

5. SECURITY

- Hirers are expected to adhere to their hiring times.
- Hirers will be charged a call out fee if the alarm is activated as a direct consequence of their negligence, and a patrol has to be dispatched.
- The Hirer is responsible for securing the premises before leaving the Centre.
- Prior to vacating the premises, the following must also occur:
 - All electrical and gas appliances, lighting, and air-conditioning in the hired area must be switched off.
 - All windows and doors in the hired area must be securely locked.
 - All furniture stacked in its correct position.
- Hirers will be required to comply with any other security procedures as specified by the Centre and as agreed upon by both parties.

6. FURNITURE / CATERING / EQUIPMENT

- The hire fee does not cover the setting up of seating, tables, or equipment prior to or after the function. Such work is the responsibility of the Hirer.
- The hire fee does not include the provision of linen, cutlery, crockery, glassware or refreshments. The provision of such items is the responsibility of the Hirer. Cleaning products, eg dishwashing liquid, dishwasher powder and tea towels are not provided by the Centre.

- iii. When hiring equipment, Hirers must liaise with Centre Management regarding delivery and collection times.
- iv. All personal belongings and equipment must be removed from the hired area. Equipment from the function may be stored or left on the premises only by prior arrangement with the Centre Management. It must be noted that the centre accepts no responsibility for any equipment left on the premises by the centre Hirer.

7. MUSIC AND NOISE

Music and noise is to be kept at a level so as not to disturb the local residents and must cease at 10:00pm. Hirers are asked to ensure that people leave the premises promptly and with a minimum of noise. All guests must vacate the premises by midnight.

8. ALCOHOL CONSUMPTION

Alcohol is **NOT** permitted on the premises.

9. CLEANING

- i. The hired area must be cleaned and tidied, before vacating the building with all furniture stacked or restored to its original position unless otherwise indicated. It is the responsibility of the Hirer to ensure that soiled floors are swept, mopped and vacuumed accordingly and all surfaces should be wiped clean.
- ii. Rubbish must be placed in the bins situated outside the exit doors alongside the car park. Glass bottles, cans and plastic bottles are to be placed in the recycle bins in the car park.
- iii. If using candles, ensure that drip mats are used to prevent hot wax from staining any floor surface.
- iv. A carpet-cleaning surcharge will be incurred for any function where the carpet has been heavily soiled as a result of the event held by the Hirer.
- v. *Permission to return later to clean will only be given under extenuating circumstances and only by the Centre Management.*

10. DAMAGE

- i. Hirers are to respect the rights and belongings of other patrons of the Centre. Hirers are to respect the property of the Centre. Under no circumstances is furniture to be taken outside of the building. During office hours, all damage, breakages and losses must be reported to the Centre Management as soon as is practicable. If these occur outside of office hours, and these affect the security, or the safety of the Centre and its patrons, then contact 08 8341 0419. Compensation for damage to the Centre or its equipment, including loss of equipment will be required.
- ii. The Centre accepts no responsibility for loss or damage, which occurs to the Hirer's goods or equipment during the period that such goods or equipment are lodged in the hired premises.

11. SMOKING

The Centre is a non-smoking environment. **No smoking** is to be conducted anywhere within the building or close proximity to the outside doors. The Hirer is responsible for advising and enforcing this regulation to all guests.

12. FINISH

Hirers holding bookings from Monday to Thursday must vacate the premises by 10.00pm unless prior arrangements are made with Centre Management.

13. RETURN OF THE BOND

Keys should be returned and bond refunded 2 working days after the function, this is to allow a satisfactory inspection of the premises. If any of the above conditions have not been complied with, the Bond (or part thereof) may be retained by the Centre. The cost of rectifying any damage and/or any additional cleaning required will be charged against the Bond. An account for any costs in excess of the Bond will be sent to the Hirer.

The Centre reserves the right to negotiate the hiring fees, and to set any other conditions that are deemed to be necessary in the best interests of the operation of the Centre, and the security and safety of its occupants.