

Coomunga House

Venue Hire Agreement

Coomunga House (we, our, us) have a range of spaces which can be hired by members and non-members. Once accepted by you, these terms and conditions, together with a Booking Form, shall form an "Agreement" between us for your booking/s at the Venue Premises.

1. Definitions

1.1. In this Agreement, except where the context otherwise requires:

Agreed Times means the allotted period of time for the booking specified in the Booking Form.

Booking Form means the online application completed by you. It may be amended by agreement in writing with us.

Confirmed Booking means a confirmation of your booking sent by us to you.

Deposit means a non-refundable amount of \$100 excluding GST, or any other amount as agreed between both parties.

Event means the event to be held by you in the Event Space on the Event Date.

Event Date/s means the date of your Event, as specified in the Booking Form.

Event Space means that part of the Venue Premises specified in the Booking Form.

Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure including, without limitation, acts or omissions of third party suppliers, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts.

Hirer, you or your means the person, or the entity that they represent, named in the Booking Form.

Hiring Fee means the amount specified in the Booking Form.

Venue Premises means the location identified in the Booking Form

2. Venue Hire

2.1. Subject to the payment provisions in clause 3, we agree to hire the Event Space to you between the Agreed Times on the Event Date on the terms of this Agreement.

3. Payment

Is in advance

3.1. Single Bookings

(a) You must pay the Hiring Fee for your Event at the time of your reservation request.

3.2. Multiple Bookings

(a) You must pay the Hiring Fee for your Event at the time of your reservation request, and seven days prior to each future requirement.

4. Cancellation of bookings

4.1. Cancellation by Hirer

(a) Subject to clause 4.1(b), you may cancel your Event at any time.

(b) Hiring Fees paid in advance will be fully refunded so long as the Event date is more than 14 days away.

(c) Hiring Fees for an Event cancelled within 14 days will not be refunded for non-members.

(d) An Event cancelled by members will receive a 50% refund of the Hiring Fee so long as the Event date is more than seven (7) days away.

(e) If the appropriate notice is not given, then the Hiring Fee will not be refunded.

4.2. Cancellation by Coomunga House

(a) We may cancel an Event or substitute an Event Space at any time if there is a Force Majeure Event, unforeseen circumstance or any other event which in our reasonable opinion, causes the Event to be unsafe or inappropriate.

(b) We shall not be liable for any loss or damage to you or any third party in consequence of the exercise of the rights referred to in clause 4.2(a).

(c) If an Event has been cancelled by us, we will refund the Hiring Fee to you provided that, in our reasonable opinion, you have not in any way been responsible for the cancellation.

5. Hirer's Indemnity and Insurance

5.1. You are liable for and indemnify us from and against all actions, claims, demands, losses, damages and expenses for which we shall or may be or become liable or suffer in respect of:

(a) damage to the Venue Premises, artworks or other property arising out of or in the course of the function except to the extent it arises from our negligence or default;

(b) injury to or death of any persons arising out of or in the course of the Event except to the extent it arises from our negligence or default; and

(c) any breach of this Agreement by you.

5.2. You must provide us with your current public liability insurance policy, with a limit of indemnity of not less than \$20 million.

You are responsible for any work cover insurance or other obligations owed to your representatives, employees, contractors or voluntary workers who attend the Event or otherwise assist with the Event.

6. Exclusion of liability

6.1. We will not incur any liability whatsoever to you in respect of any loss or damage, including consequential loss or damage, which may be suffered or incurred directly or indirectly in respect of the use of the Venue Premises by you or your representatives, employees, agents, contractors or invitees under this Agreement or in respect of any loss of or damage to the Venue Premises other than loss or damage caused by the negligent or wrongful act or omission of us or our agents, servants, licensees or invitees.

6.2. Subject to the above paragraph, you exercise your rights under this Agreement at your sole risk.

6.3. We are not liable to compensate you for any loss of trade or any diminution in the value of the goodwill of your business, if any, caused by any of our action provided that we act in accordance with this Agreement.

7. Alcohol and Food

7.1. If you intend to serve or sell alcohol, you must obtain all necessary permits or licences to serve alcohol at the Venue Premises for the Event and must provide us with a copy of the permit or licence prior to the Event.

7.2. You must obtain certification from the relevant regulatory authority if you intend to handle and serve food at the Venue Premises for the Event, and must provide us with a copy of the certificate prior to the Event.

7.3. Catering may be available for your Event on request, subject to any additional fees and payment terms as agreed in writing between us.

8. Conditions of the Event Space

- 8.1. You must leave the Venue Premises in the same state as it was when you entered it.
- 8.2. You are responsible to undertake all set up, pack down and cleaning for the Event.
- 8.3. You shall place all rubbish, refuse and waste material prior to or at vacation time in bins provided.
- 8.4. If you fail to fulfil clause 8.1, we will organise for cleaning and removal of any waste matter and you will be liable for any costs involved.

9. Behaviour and Conduct

- 9.1. You must behave responsibly at all times and not cause any nuisance, offence or inconvenience to others.
- 9.2. You must be mindful of the impact of your activity on others using the Venue Premises and respect their space.
- 9.3. We reserve the right to remove or exclude any person from the Venue Premises whose behaviour causes any nuisance, offence or inconvenience to others.

10. Safety

- 10.1. We take all reasonable measures to ensure that the Venue Premises, facilities and equipment provided to you and your attendees do not put at risk the health and safety of any person. You and your attendees must comply with all reasonable instructions from our staff and co-operate with any reasonable policies or procedures communicated or made available to you.

11. General Terms

11.1. You must:

- (a) familiarise yourself with the location of first aid kits, emergency exits, fire extinguishers and emergency phone numbers;
- (b) use all Venue Premises equipment, resources and facilities in an appropriate manner (any costs sustained by us as a result of the misuse of these will be passed on to you);
- (c) let us know as soon as possible of any damage or problems experienced during the Event;
- (d) use only those Event Space during the Event;
- (e) ensure that lights, air conditioners and other appliances are turned off when leaving the Event Space;
- (f) not sub-let any space of the Venue Premises;
- (g) not use the Event Space beyond the Agreed Times (any additional use of the Event Space will be charged to you at our discretion);
- (h) ensure any children are fully supervised by an adult at all times whilst in the Venue Premises;
- (i) advise us of any intended use of external entertainment and a copy of their public liability insurance must be supplied to us;
- (j) prohibit smoking in all areas of the Venue Premises at all times; and
- (k) have one person assigned to checking off the names of Event attendees at the door, and to oversee attendees' belongings to ensure they are secure

I have read and understand the 'Terms and Conditions' as well as this Agreement

Name _____ Date _____

Signature _____