



## TERMS AND CONDITIONS OF VENUE HIRE

### Interpretation

In these terms and conditions:

“BCSS” means the Bream Creek Show Society Incorporated.

“Hirer” means the person whose name appears at the end of these terms and conditions.

“Property” means the property on which the Venue is situated.

“Venue” means the Bream Creek Show Hall including kitchen and outbuildings and grounds located at 138 Marion Bay Road, Bream Creek in Tasmania.

### Application

The right to use the Venue is subject to the BCSS receiving an application in the required form signed by the proposed Hirer undertaking to comply with the terms and conditions. If the proposed Hirer is a club or organisation the application must include the personal undertaking by the President or Secretary.

### Security

A security deposit in the sum of \$200.00 (“the Security Deposit”) shall be paid at the time of the booking as a guarantee of fulfilment of the conditions of hire and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the BCSS resulting from the Hirer’s use of the premises. The Hirer shall be liable on demand by the BCSS to pay any further amount in excess of such Security Deposit to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within 2 weeks of use of the premises. The Hirer must provide bank details on the application form for the return of the Security Deposit.

### Insurance

The Hirer shall, at all times during the term of use of the Venue, be the holder of a current public liability policy of insurance which covers it in respect of its activities at the Venue. The said policy shall be for an amount of at least \$10,000,000.00

The Hirer must provide a certificate of currency of such insurance before the commencement of use of the Venue and each insurance must be current for the or any use of the Venue.

The Hirer must provide to the BCSS a copy of a certificate of currency of its insurance within 7 days of a written request to do so.

All Private or Occasional Casual Hirers must pay an increased charge to have public liability insurance coverage included in the hire fee. The policy provides cover for the hirer for claims made by third parties (eg guests/attendees and service providers) arising out of the hirers negligence. The policy limit of liability is \$10,000,000 in respect of any one occurrence. The policy has an excess of \$500 any one occurrence in respect of Property damage only. A copy of the full policy wording is available on request.

### **Hire fees**

Hire fees shall be in accordance with the fees (see page 6) set by the BCSS each year and shall be paid either 4 weeks prior to the date the Venue is to be used, or in accordance with the terms of the issue of an invoice to the Hirer by the BCSS.

### **Payment Terms**

- Within 7 days of the Hirer being issued an invoice by the BCSS; or
- 28 days prior to the date the Venue is to be used.

### **Cancellation**

Any cancellation of a booking for hire of the Venue should be made at least 14 days prior to the date of the function. Cancellations received after this date will attract a cancellation fee of \$10.00.

### **Notification**

It is the responsibility of the Hirer to inform the BCSS of any amendments, additions, changes or alterations to the original Application Form by completing a new Form with the relevant details.

### **Refusal to Grant Hire**

It shall be at the discretion of the BCSS to refuse to grant hire of the Venue in any case and/or notwithstanding that permission to hire the Venue may have been granted or that these conditions may have been accepted and signed and fees and Security Deposit paid, the BCSS shall have the power to cancel any agreement to hire (returning any fees and Security Deposits paid). The Hirer by signing this application accepts such cancellation. No claim at law or in equity for any loss or damage in consequence of such cancellation shall be made.

### **Termination of Hire**

If the Hirer commits, permits or allows any breach or default in the performance and observance of any of the terms of this agreement, the BCSS may immediately terminate the use the Venue and the Hirer shall immediately vacate the Venue and the Hirer's Security Deposit shall be forfeited.

### **Use of Venue after Nominated Time**

If the Venue is not vacated by the nominated time, the Security Deposit will be forfeited.

Every consideration must be given by people using and vacating the Venue to residents who live nearby in regard to minimising noise and unruly behaviour.

No function can extend beyond midnight.

### **Breakages**

Any breakages of equipment or damage to the Venue must be notified by the Hirer to BCSS as soon as practicable and, if necessary, reasonable steps should be taken by the Hirer to remedy the situation. The Hirer will be responsible for the cost of the equipment and for the cost of repair of any damage. If BCSS discovers that any breakage or damage occurred during the period of the Hirer's occupation of the Venue, the BCSS will be entitled to claim the cost of the replacement of the articles from the Hirer, and deduct the cost from the Security Deposit. If the Security Deposit is insufficient to cover the cost of the breakage/damage, the Hirer will be personally liable to BCSS for the excess costs.

The BCSS is not liable to the Hirer on any account whatsoever, whether as a result of wear and tear or any defect in any equipment at the Venue for any loss or damage whatsoever including consequential loss or damage, whether or not foreseeable or contemplated.

### **Public Health Act and Building Act and COVID-19**

The Hirer shall comply in every respect with regulations under the Public Health Act 1997 and Building Act 2016 with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors or of any part of the building.

The Hirer shall comply in every respect with all or any Orders, Directions or otherwise during the period of the coronavirus pandemic.

The Hirer may, under supervision of the caretaker, vary the arrangement of the seats provided they are arranged in conformity with public health regulations and any COVID-19 direction or guideline.

The maximum capacity for functions in the hall at the Venue is 205.

No tents, stages, marquees or other temporary structures are to be erected in association with this hiring unless a permit under the Building Act is obtained from the Sorell Council.

### **Liquor and Food**

The sale of liquor on the premises is forbidden unless the Hirer obtains a permit from the Licensing Commission, and the permit is produced to the caretaker who shall make an endorsement on the Schedule to the application.

The sale of food at the Venue is forbidden unless the Hirer obtains a licence under the Food Act from the Sorell Council.

### **Subject of Entertainment**

The BCSS may require the Hirer to submit for approval the subject matter and program for any entertainment prior to the use of the Venue.

### **Permission to Occupy**

The Hirer shall only be entitled to use that part of the Venue (including buildings or hall) as depicted on the Map marked "A" annexed to the application.

The right conferred on the Hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a Hirer the right to exclusive possession or to the grant of a future right to hire or occupy the Venue.

### **Adult Supervision**

Persons under the age of 21 shall not be permitted to hire the Venue. If the Hirer's use of the Venue involves the presence of persons under the age of 18 years attending the Venue, the Hirer shall ensure such attendees are under the supervision of a nominated supervisor who shall be not less than 35 years of age.

### **18<sup>th</sup> & 21<sup>st</sup> Birthday Celebrations**

18<sup>th</sup> and 21<sup>st</sup> Birthday parties are **not permitted** at this Venue.

### **Hens & Bucks Parties**

Hens and Bucks parties are **not permitted** at this Venue.

### **Opening and Closing of the Hall**

The caretaker shall open the hall for the Hirer and shall close the hall after use, unless alternative arrangements have been made with the consent of the BCSS. In the event that alternative arrangements have been made, keys must be returned to the caretaker by noon the following day.

### **Free Access**

Any person whom the BCSS may appoint shall at all times be entitled to free access to any and every part of the Venue during the period of its hire.

### **Decorations, Cleaning and Additions Services**

The Hirer may decorate the hall on the condition that all decorations are removed by the Hirer at the end of the hire and no damage is done. An extra charge may be incurred for additional cleaning services if all decorations are not removed by the Hirer. Hirers must ensure that the Venue and its surrounds are left cleaned and tidy and all of the Hirer's property is removed from the Venue. The Hirer is liable for any damages sustained by BCSS or its property whether through the Hirer's own action or through the action of their servants, agents, contractors, sub-contractors, members or guests attending the Venue booked by the Hirer.

### **Heating**

Gas heaters are the only heating appliances to be used. These are available from the BCSS and for use in the outside buildings or structures as long as adequate ventilation is maintained and supervision is provided. Gas bottles must be provided by the Hirer.

### **Theft**

Neither the BCSS nor its servants shall be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies the BCSS against any claim by any such person, firm or corporation in respect of any such article or thing.

### **Occupational Health and Safety**

Everyone at the Venue is obliged to take reasonable care to ensure their own health and safety and those of co-workers, visitors and patrons to events.

It is the Hirer's responsibility to ensure that their employees, contractors, volunteers and/or helpers practice good occupational health and safety practices at the Venue and identify and report any hazard or safety risk to the BCSS immediately.

It is the Hirer's responsibility to adequately induct their employees, contractors and helpers/volunteers attending the Venue.

### **Around the Ground**

If using external power boxes, all power cords must be connected through the purpose-built hole in the base, enabling the door to be closed while in use. Care must be taken when removing power cords. Do not pull hard as mounting blocks may dislodge. The door of the power box must be left securely fastened.

A map of all underground services is on the Map annexed "A". The Hirer is responsible for checking the Map for underground services (power, phone and water), prior to driving any pegs or stakes into the ground.

It is the responsibility of the Hirer to repair/restore any damage to underground services.

### **General obligations**

When hiring the Venue, the Hirer is responsible to ensure:

- An adult must supervise children at all times.
- The property is only to be occupied for the specified period booked, which may not extend beyond midnight.
- All in attendance must behave in an orderly manner.
- All equipment belonging to BCSS must be left in good condition.
- Any electrical equipment brought to the Venue must be tagged by an approved electrician and current at the date the Venue is used.
- Loud speakers, televisions &/ or music must be used in accordance with both State and Local government noise regulations.
- The use of the Venue does not impact on the local community or surrounds (i.e. loud noise, large crowds).

- The Hirer must keep a record of persons attending and will be responsible to ensure their evacuation in the case of fire or if the Venue must be evacuated for any other reason.
- All doors and windows must be locked on vacation of the Venue.
- All lights, fans and/or gas heaters must be turned off at conclusion of event.
- The Venue must be left in a clean and tidy state. Cleaning products will not be supplied.
- All crockery, cutlery and any other equipment used, must be washed and returned to the place it was found at the start of the hiring period.
- Chairs must be left clean, stacked and covered by plastic.
- Collapsible tables must be wiped down and dry before being stacked.
- Such of the Venue to be used by the Hirer that is grass shall be mown by the Hirer to the extent it/he/she/they require, no obligation rests with BCSS to do so.
- All fridges must be left clean and empty with the fridge doors slightly ajar.
- All ovens wiped out and clean.
- Kitchen floor must be swept and mopped thoroughly.
- Toilet blocks must be swept out, mopped thoroughly, and all rubbish removed.
- Hand basins and toilets must be left in a clean hygienic condition.
- All rubbish, refuse and waste matter must be removed from the Venue.
- The Venue must not be used for a purpose other than that specified in the application.

#### **Prohibited actions**

- No tacks, nails or screws to be driven into any woodwork or any part of the building, furniture or fixtures.
- No smoking is permitted on the premises or within 4 metres of the building entrances.
- The Venue must not be used for any purposes other than as stated on the hiring form.
- The Venue must not be used for any activity that will cause impact on the local community. (No annoying, offensive or illegal conduct or activity or purpose).
- The Hirer must not bring onto the property or allow others to bring onto the property any illegal or dangerous goods or substances.
- Under no circumstances are firearms or other weapons to be brought onto the property without the specific permission of the Bream Creek Show Society.
- The Hirer must not permit any flame (including candles), explosive or fuel to be brought onto the property.
- Fire pots or any open fires are prohibited within the property.
- No unruly vehicle movement on the ground.
- No flares and fireworks.
- No camping on the Copping side of the ground, only camping on the eastern side away from neighbours.
- No part of the Venue shall be used or made use of except the area designated on the Map accompanying the application.
- No camping is permitted at the Venue except as designated on the Map accompanying the application.
- The Hirer must not interfere with any of the electrical equipment.
- The Hirer must not use the facility for any purposes that may injure the reputation of BCSS.

- The Hirer must not use the facility in any way that would increase or invalidate any insurance policy taken out by BCSS or increase the premiums payable by BCSS.
- The Hirer must not in any advertising imply that BCSS is associated with any event other than providing the facility.

### Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter or thing contained therein the decision of the President of the BCSS thereon shall be final and conclusive.

### Privacy

BCSS takes care to respect the privacy of its Hirers. Personally identifiable information (name, address etc.) is required in order to create a legally binding contract between the Hirer and BCSS. This personal information may be stored in the BCSS's database. On occasion, BCSS may use your information to advise you of the various services provided by BCSS but not otherwise. At no time will the BCSS disclose its database information (which contains personal information) to list brokers and/or list rental organizations. Any personal information collected will be retained only for so long as it is necessary to fulfil the purpose for which it was collected or so long as it may be required by law or BCSS policy.

### Indemnity

The Hirer must indemnify and keep indemnified BCSS from and against all actions, claims, demands, losses, injuries, death and expenses for which BCSS may become liable including any loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the venue by the Hirer and for any personal injury sustained by any person in or about the Venue however caused other than the willful or negligent act of BCSS or its servants or agents.

### Return of Signed Form

Once signed a copy of this form must be returned with the completed "Application for Hire of Venue"

### Fees for the Hire of Hall and Grounds

- |   |          |
|---|----------|
| 1. Regular hirers & businesses with an ABN<br>Must have their own liability insurance and provide certificate of currency   | \$200.00 |
| 2. Casual hirers (private hirers without an ABN and/or without own public liability insurance)<br>These rates include public liability cover for the casual hirer, as detailed on page 1. | \$350.00 |
| 3. All Hirers - Security deposit payable as per Terms and Conditions of Hire  | \$200.00 |
| 4. Additional charge to access BCCS Wi-Fi   | \$20.00  |

10% discount applies to financial members of the Bream Creek Show Society Inc.

Note: Any function with over 300 attendees must be reviewed by the Insurer and the Committee

Note: No equipment will be permitted to leave the venue.

These fees and conditions are at the discretion of the BCSS and will be reviewed annually.

**Acknowledgement and Agreement**

I have read and understood the above conditions. I agree to abide by the terms and conditions stated above for the purpose of use as stated in the Application.

Signed by \_\_\_\_\_ (signature) \_\_\_\_\_ (date)  
(insert name of hirer) or by a person authorised to sign on behalf of the hirer

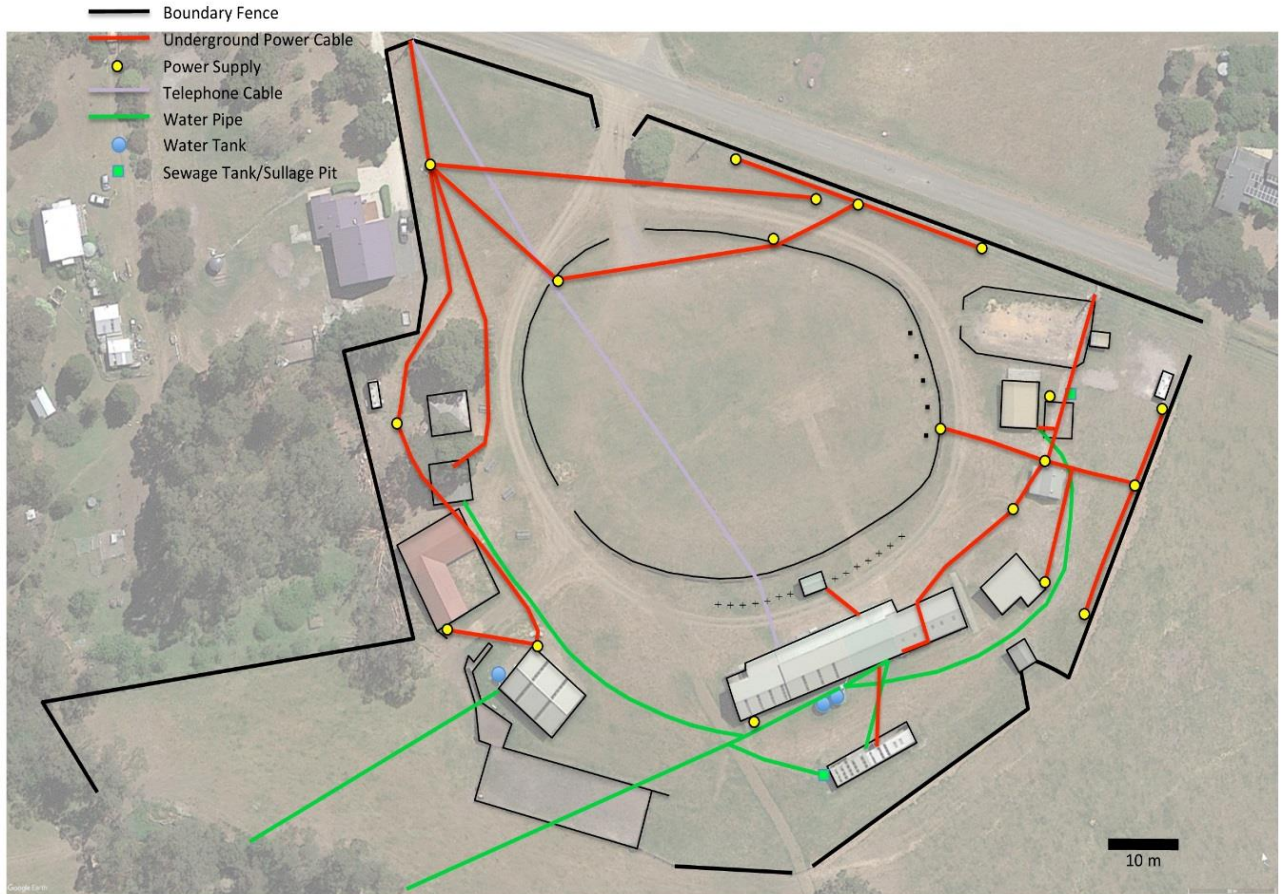
Signed by Bream Creek Show Society

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)  
(insert name of representative)



"A"

### MAP OF UNDERGROUND SERVICES





## APPLICATION FOR HIRE OF VENUE

Organisation (if applicable) .....ABN.....

Contact name.....

Address.....

Phone:.....Email:.....

### DETAILS OF BOOKING/FUNCTION

**Date:**...../...../..... **Time:** From: .....am/pm To ..... am/pm

**Note:** Ensure you include set-up time, time for the activity and clean-up time. The function must finish before midnight.

Type of Function (eg Wedding, birthday party) .....Max number of guests .....

**Note:** Maximum capacity for the hall is 205 people.

Applications for functions with more than 300 attendees will be referred to the insurance company for assessment.

Will food be served? Yes/No Will food be sold? Yes/No Sorell Council Licence No: .....  
(attach copy)

Will alcohol be consumed? Yes/No Will alcohol be sold? Yes/No Liquor Permit No: .....  
(attach copy)

### PUBLIC LIABILITY INSURANCE

- Hirers: Certificate of Currency or copy of current Public Liability MUST be attached.  
Certificate/Policy #. ....Expiry Date..... Amount of Cover (min \$10m): .....
- Private and Occasional Casual Hirers: Hire rates include a charge for public liability insurance as per page 6.

### HIRERS BANK DETAILS

For return of security deposit

Account Name .....BSB# .....Account# .....

### UNDERTAKING

I, .....  
(name)

of.....  
(address)

hereby make application to hire the Venue for the date(s) and time(s) specified and I acknowledge having received, read and signed a copy of the Terms and Conditions of Venue Hire and undertake to be bound by and comply with the Terms and Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions.

**Signature of Applicant** .....**Date** .....