

PORT FAIRY COMMUNITY HOUSE (PFCH)

Hire Terms & Conditions

1. Applications for Hire of Venue

- 1.1. Applications to hire the Venue must be made by completing the online application form in full.
- 1.2. The applicant must provide to PFCH:
 - a. full name, contact number and email address;
 - b. such other information as PFCH may determine necessary.
- 1.3. PFCH may, in its absolute discretion, refuse to hire the Venue to an applicant without providing a reason.

2. Damages Bond

- 2.1. If requested, an applicant must lodge a Damages Bond (amount determine by PFCH) 14 days prior to the Function commencing.
- 2.2. The Damages Bond, less any deductions required to cover loss, damage, and or cleaning expenses, will be refunded within 14 days following the completion of a damages inspection.

3. Hire Fee

- 3.1. The Hire Fee for each Function will be as PFCH determines.

4. Confirmation of Booking

- 4.1. PFCH may not confirm a Function date until a complete Application Form is received and may relet the venue for the relevant date.

5. Cancellation of Function

- 5.1. PFCH may cancel a Function or refuse to accept an Application Form notwithstanding that such an application may have been duly made in accordance with these Terms and Conditions and that the Damages Bond and/or Hire Fee may have been paid.
- 5.2. In the event that PFCH exercises its power under clause 5.1:
 - a. it will refund any monies paid by the Hirer to PFCH under these Terms and Conditions, less any amounts due to PFCH for loss or damage; and
 - b. the Hirer must accept the cancellation or refusal and will be held to have consented to such cancellation, and have no-claim at law or in equity for any loss or damage arising as a result of the cancellation or refusal.

6. Public Liability Insurance and Asset Cover

- 6.1. This clause is applicable to:
 - a. incorporated bodies;
 - b. sporting organisations
 - c. associations; and
 - d. such other persons as determined and notified by PFCH.
- 6.2. The Hirer agrees to indemnify and keep indemnified and to hold harmless the PFCH, its staff, agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the use of the Venue.
- 6.3. The Hirer must hold or be covered by a current public liability insurance policy with an indemnity limit of not less than \$10,000,000 unless otherwise agreed in writing with the PFCH.
- 6.4. The Hirer must, at all times, take all such precautions as are necessary to protect the health and safety of the public and all persons entering the Venue.
- 6.5. A certificate of currency for any insurance required by the PFCH must be provided to the PFCH with the completed Application Form and forms part of this agreement.

7. Cleaning

- 7.1. If required, the Venue is to be cleaned immediately after the Function to the satisfaction of PFCH.
- 7.2. Where PFCH is required to employ cleaners due to the Venue being left in an unsatisfactory state, the cost of such cleaning may be deducted from the Damages Bond or charged to the hirer at a cost of \$60 per hour.

7.3. All rubbish is to be placed in garbage bags and removed to the bins located outside PFCH.

8. Keys

8.1. PFCH will arrange access to the Venue.

9. Hirer behaviour

9.1. Noise must be kept within Environmental Protection Authority and Moyne Shire By-Law/Regulations.

9.2. Smoking inside the Venue is prohibited at all times.

9.3. The sale of alcohol is prohibited at any Function.

9.4. PFCH shall not be liable for any loss or damage incurred by the Hirer, their guests, members, invitees or any other person taking part in the Function.

10. Food Regulations

10.1. The Hirer may utilise the kitchenette facilities, if pre-arranged with PFCH and notified on the Application Form.

10.2. Kitchenette must be cleaned by Hirers and returned to its pre-function condition. Additional cleaning fees may be charged where this is not the case.

10.3. Where the Hirer intends to use a caterer for their Function the Club recommends the caterer be accredited and registered under the Foods Act 1984 (Vic). PFCH shall not be held liable for any damage suffered as a result of the use of a non-accredited caterer.

11. Use of PFCH Property

11.1. The Hirer must identify all aspects of the PFCH's property they may wish to utilise during the Function.

11.2. The Hirer is not to use any PFCH property without the prior written confirmation of the PFCH.

12. Maintenance of Premises and Contents

12.1. Stores, glassware, food, drink, decorations or any property brought into the Venue by the Hirer or their invitees must be removed from the Venue immediately after the Function, unless special arrangements have been made with PFCH. Property not claimed after seven days will be disposed of to a charitable institution.

12.2. The Hirer must protect the floors of the Venue from any possible damage.

13. Termination of Function

13.1. The Function must conclude at the time set out in the Application Form and the Venue must be vacated as soon as practicable. PFCH reserves the right to charge a penalty Hire Fee retrospectively if this Hirer does not comply with this clause.

13.2. All furniture, equipment and other moveable items owned by PFCH are to be returned to their original location in a neat and tidy state and appliances switched off at the conclusion of the Function.

13.3 Venue to be securely locked, keys returned and security alarm engaged at the conclusion of the Function.

13.4. PFCH reserves the right to terminate the Function prior to its scheduled conclusion where it considers that an essential clause of these Terms and Conditions has been breached.

14. General

14.1. These Terms and Conditions and the Application Form, when completed to the satisfaction of PFCH, constitute the entire agreement between the Hirer and PFCH with respect to the Function.

I _____ (hirers name) agree to the above Terms and Conditions and that I am financially liable for any damage caused to PFCH venue or contents by any member of the attending party during the time period of this hire agreement.

Signature

Date: