

TERMS AND CONDITIONS OF HIRE

(16/10/2017)

NAME OF EVENT: _____

DATE OF EVENT: _____

1. HIRE OF VENUE AND/OR ROOMS

- a) Toongabbie Baptist Church (“TBC”) agrees to hire room/s to the Hirer in accordance with the terms and conditions contained in this agreement.
- b) The venue must only be used for such activities, functions and or events that are approved by TBC.
- c) The Hirer warrants that the Function shall not cause any physical or other damage to the venue or to the reputation and good standing of TBC.
- d) The Hirer is responsible for the behaviour of its staff, patrons, guests and contractors and must ensure that they also comply with the terms and conditions of the Agreement.
- e) The Hirer shall conduct the Function in an orderly manner and shall comply with all laws, regulations and such other legal requirements that may apply or relate to the Function, including the by-laws and usual terms and conditions of TBC.

2. FEE FOR HIRE

- a) The Hirer shall pay the fee agreed to in the Quotation.
- b) In the event that the Function runs beyond the access time advised by the Hirer and as agreed to in the Quotation the Hirer will be required to pay an additional charge of \$200 per hour or part of until the venue is vacated by the Hirer.
- c) A four hour minimum charge applies to all bookings.
- d) Access to the room/s is available at the start time indicated in the Quotation unless an alternative has been agreed prior to the event. Access outside the standard ½ hour landing time will be at an additional cost.
- e) In the event that there are extensions to the Function duration or other agreed additional charges, the Hirer will be invoiced for the balance following the Function.

3. EVENT CONFIRMATION

- a) A signed copy of these Terms and Conditions and the Quotation must be received with the deposit within 14 days of the booking being made or the booking will be released.
- b) In the instance that the venue is booked under 2 weeks to the event date, if the signed paperwork is not received within 48 hours, the booking will be released.
- c) No event will be accepted without the signed Quotation and the signed Terms and Conditions.

5. VENUE PARKING

- a) TBC has over 50 parking spaces available on the site. Once these spaces are fully utilised then public street parking is available.
- b) The Hirer is responsible for informing the Hirers guests not to park in neighbouring business car parks during business hours or across driveways on Toongabbie Road or Oklahoma Ave. TBC will not be held responsible for associated costs incurred due to towing charges and / or parking fines. See “TBC - Parking Arrangements” for further information.
- c) The driveway and turning circle under the Porte Cochere may be used to drop off the elderly or families with young children families during inclement weather. Drivers must stay with their vehicles at all times. Vehicles may not park in the driveway area except for special events where this is needed (eg. weddings & funerals).
- d) Bicycles may be left on the pedestrian area adjacent to the entry foyer and should not be brought inside the building. A bicycle rack is provided in this area so that bicycles can be secured.
- e) Disabled Parking: These are clearly marked and allocated in accordance with Australian standards. Use of these parking spots is unacceptable without a disability permit or without prior approval in exceptional circumstances.

6. CANCELLATIONS

- a) Cancellations 2 weeks or less prior to the date of the event will incur the full hire fee (as set out in the Quotation).
- b) Services and equipment hired from external suppliers for the purposes of the Hirers event will be subject to the terms and conditions of the supplier.
- c) In the event there are repairs or alterations in progress (scheduled or unscheduled) to the Conference Centre and the Contract of Hire is subject to cancellation or a reduction of available area TBC will notify the Hirer as soon as practicable of any such repairs and alterations and whether the Contract of Hire is to be cancelled or the spaces or services are to be reduced.

7. FOOD AND ALCOHOL

- a) External catering is permitted but only on application.
- b) Alcohol is not permitted on the site (except with special permission).
- c) As TBC is not a licensed venue, the Hirer is responsible for obtaining a limited liquor license from Justice NSW: www.liquorandgaming.justice.nsw.gov.au

8. NOISE

- a) The Hirer will restrict noise outside in the car park area to minimize the noise impact to the surrounding residential properties. Event noise should not exceed the capacity of the facility to contain sound from an event particularly within required hours of operation.

9. PRICES

- a) Rates and prices are inclusive of GST.
- b) All prices are correct at time of printing and quoted on current costs. These may vary at any time.

10. RESPONSIBILITY / ITEMS NOT COLLECTED

- a) The person/s signing the Quotation and Terms and Conditions on behalf of the Hirer may be held responsible for costs resulting from damage to TBC property and equipment.
- b) TBC is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the venue during the Hire Period as a result of any theft.
- c) Items left in the venue will be held for a period of fourteen (14) days after which they will be disposed of.

11. BUILDING CONTENTS AND EQUIPMENT

- a) The Hirer hires the venue with existing equipment (electrical/mechanical or electronic) / rooms / staging and furniture as installed. Any additional items of equipment required such as lighting, audio, staging, furniture etc will be hired in at the expense of the Hirer.
- b) The Hirer will be liable for any loss, breakage or damage caused to AV equipment, instruments, fixtures and fittings not under the direct control of TBC AV technicians and/or staff.

12. SET UP AND DELIVERY

- a) All deliveries to TBC must be arranged with TBC staff prior to the delivery. All parcels must be clearly marked with the name and date of the event.
- b) The Hirer, with consultation of TBC staff, is responsible for the booking of adequate set up/down time for an event.
- c) No adhesive tape of any type is to be placed on the walls, fixtures, fittings or artwork within the venue.
- d) Any posters or pages must be adhered to the walls with Blu Tac® only and done so with permission from TBC management.
- e) Any electrical wiring, leads and plugs for use in the venue must comply with the relevant Australian Standards.
- f) All equipment, fittings or materials for use within the venue must be free from defects and in good working condition.
- g) The Hirer must comply with TBC OHS policies.
- h) The Hirer and persons within the venue shall forthwith obey all directions or orders given by TBC staff at the venue as to the management of the venue and functions being conducted therein.
- i) The Hirer shall be responsible and pay to TBC the cost of extra cleaning incurred by the action of the Hirer or the Hirer's staff and guests over what would be determined by TBC Management to be the normal requirement.

- j) No fittings, projection apparatus, electrical or TV installations, decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung or displayed in or on the building without the previous written consent of TBC Management. Should such an activity result in the need for additional insurance, the premium will be the responsibility of the Hirer.
- k) Public entry to TBC is through the north, south and west ground floor entry doors. During that part of the hiring period when patrons are admitted, all doors must be kept unlocked and ready for use as escape doors in case of alarm from fire or other cause.
- l) During that period when patrons are not admitted, doors other than those essential to the conduct of the Venue or activity therein shall be kept locked in the interest of security.

13. ADDITIONAL FEES

- a) Fax, photocopying and telephone usage will incur additional fees.
- b) Audio/visual equipment supplied by TBC will incur hire fees.
- c) Security personnel required for events otherwise not indicated by the Hirer.
- d) TBC Hosts / room attendants for events which have been agreed to by the Hirer.

14. SMOKING

- a) TBC has adopted a smoke-free policy. A total ban on smoking applies to the venue. Smokers must not stand in the vicinity of building entrances/exits or air intakes to the building. Smokers have the responsibility of disposing of cigarette butts in an environmentally friendly manner in the receptacles provided. The Hirer is responsible for making all attendees aware of this policy.

15. PUBLIC LIABILITY

- a) Prior to the first date of hire, the Hirer shall provide a Public Liability Insurance Policy for the period of hire covering an "Occupier's Liability" for all claims for property damage or personal injury linked to the Hirer's use of the Venue for which they are legally liable. Confirmation of appropriate cover to a minimum of \$10M must be supplied to TBC Management.
- b) Hirers are responsible for Work Cover and/or other obligations linked to their staff, contractors or voluntary workers who support the Hirer in any capacity during the period of hire. Likewise the Hirer is responsible for loss or damage to all property used or on site for the event linked to the hire period.

16. DECORATIONS

- a) Under no circumstances are blu tac, sticky tape or pins to be used on walls or paint work to affix decorations.
- b) Confetti, Rice, Bubbles, Flower petals etc... are not be used on the church premises. Any deviation will result in full carpet cleaning costs being levied to the hirer.
- c) Decorations may only be put up after approval from church management.

17. PRIVACY

- a) TBC is collecting the information on the Terms and Conditions form and Quotation for the purpose of registering the booking. The personal information included on this form will only be used to communicate with the applicant. Failure to provide this personal information may result in the application not being processed. The information will not be disclosed by TBC except as required by law and in particular, will not be disclosed to others for marketing purposes.

18. SECURITY

- a) Security Officers may be required to be in attendance at TBC until the vacate time of the event.
- b) It shall be at the discretion of TBC Management to decide to employ such security officers, as the Manager may deem fit and appropriate for the event.
- c) If security officers are required, they shall be persons nominated and employed by TBC and the costs will be paid for by the Hirer.

19. RELEASE AND INDEMNITY

- a) The Hirer's use of TBC premises is entirely at the Hirer's risk and by signing this Agreement, the Hirer releases TBC absolutely and to the full extent permitted by law from all claims and demands of every kind from any accident damage or injury occurring on TBC Premises, unless expressly due to TBC's negligence.
- b) The Hirer remains liable for and indemnifies TBC at all times against all liability for loss or damage (including injury and death) wholly or partly due to or arising out of an incident occurring on TBC Premises, the Hirer's use or occupation of the venue, the Hirer's faulty property or the entry into or escape from the venue of water, gas, electricity or other similar substance, except to the extent to which the loss or damage is due to the negligence of TBC.

20. ACCOUNTS

- a) It is TBC's policy that all accounts are to be settled in full by Electronic Funds Transfer (preferred), cheque, or cash one week after the receipt of the invoice.

21. DISPUTES

- a) In the event of any dispute or differences arising as to the interpretation of this agreement or as to any matter or thing herein contained or as to the meaning of any of these terms and conditions, the decision of TBC thereon shall be final and conclusive.

22. NO ASSIGNMENT

- a) No hiring shall be assigned to another person or transferred to another date without the consent in writing of TBC Management.

23. TERMS AND CONDITIONS OF HIRE

- a) Hirers are advised that TBC may alter these Terms and Conditions of Hire at any time without prior notice.

24. ENTIRE AGREEMENT CLAUSE

- a) The terms of hire set above represent the entire agreement between TBC and the Hirer with respect to the use of TBC and its facilities.

The Terms and Conditions as outlined in this document are accepted for and on behalf of the Hirer:

COMPANY / ORGANISATION: _____

By PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Public Liability Certificate of Currency Attached: Yes / No

Return this document with a signed copy of the TBC Quote and the deposit to secure your event.

Email to office@toongabbiebaptist.org.au or post to 180 Toongabbie Road, Girraween NSW 2145