



## Little BIG House – Summer Hill Venue Hire Agreement – Standard Conditions

### THE OWNER AND THE HIRER AGREE AS FOLLOWS:

(either through itself or through a third-party payment provider) a 'late cancellation fee' equal to the greater of \$50.00 or 20% of the Hire Fee.

#### 1. Occupation

- a. The Hirer agrees to hire the Venue from the Owner for the Hire Period and for the Permitted Use, and otherwise on the terms of this Venue Hire Agreement.
- b. The Owner permits the Hirer to access and use the Venue for the Hire Period for the Permitted Use, and otherwise on the terms of this Venue Hire Agreement.
- c. This Venue Hire Agreement does not create any interest, tenancy or estate in the Venue - it is conditional licence to occupy for the Hire Period.
- d. The Owner reserves the right to terminate this Venue Hire Agreement at any time (acting reasonably).

#### 2. Charges

- a. The Hirer agrees, acknowledges and authorises the Owner to charge the credit card provided (either through itself or through a third-party payment provider) in the event of: (1) any stolen property or damage to the Venue caused or contributed to by the Hirer, (2) any 'late cancellation fee' (in accordance with clause 2.b below), or (3) any other breach by the Hirer of this Venue Hire Agreement. This applies to any future occasions where the Hirer uses the Venue with the same card details for the same or a different event.
- b. Where the Hirer cancels their booking of the Venue within 48-hours of the Hire Period or does not show up for the Hire Period, the Owner may charge the credit card provided

#### 3. Hirer's Invitees

- a. The Hirer must ensure that all of the Hirer's agents, employees, contractors, invitees and occupiers (**Hirer Invitees**) comply with the terms and conditions of this Venue Hire Agreement.
- b. A breach of this Venue Hire Agreement by any Hirer Invitees will constitute a breach by the Hirer entitling the Owner to terminate this Venue Hire Agreement with immediate effect and/or charge the credit card provided under clause 2.
- c. The Hirer indemnifies the Owner against any liability, loss or expense arising from, or cost incurred in connection with, any claim made or action taken against the Owner by any Hirer Invitees.

#### 4. Acceptance of Venue

- a. The Hirer and Hirer Invitees hire, use and occupy the Venue at their own risk and expense.
- b. The Hirer release the Owner and agrees that the Owner is not liable for liability or loss arising from, or costs incurred in connection with:
  - i) any damage, loss, injury or death caused or sustained under or in connection with this Venue Hire Agreement or the Hirer's use of the Venue or the land where the Venue is located; or
  - ii) anything the Owner is permitted or required to do under this Venue Hire Agreement.





c. The Hirer indemnifies the Owner against any liability, loss, expense, cost, claim, damage, expense, suit, demand or action arising from, incurred in connection with, or taken as a result of:

- i) the Hirer's breach of this Venue Hire Agreement;
- ii) the Hirer's act, omission, default or negligence; or
- iii) the Hirer's use or occupation of the Venue or the land where the Venue.

## 5. Access to Venue

- a. It is the Hirer's responsibility to collect, keep safe and promptly return to the Owner any keys and/or passcodes required to access the Venue or property within the Venue.
- b. Access to the Venue is strictly limited to the Hire Period. To enter the Venue outside of these hours may interfere with other users of the Venue and/or trip the Venue alarms and the Owner reserves the right to charge for any costs incurred by any security call-out.

## 6. Use of Venue

The Hirer:

- a. must only use the Venue for the Permitted Use and for no other purpose;
- b. must only use the facilities (for example: toilets, sinks, basin, drains, plumbing, kitchen, rubbish bins) within the Venue and the land on which the Venue is located for their proper and intended purpose;
- c. shall be responsible for the maintenance of good and proper order in and around the Venue during the Hire Period;
- d. must comply with all applicable laws and the requirements of any authorities with respect to the use of the Venue (including any prevailing health and safety regulations and ordinances that may be in force), in addition to any rules made by the Owner for the use of

the Venue or the land where the Venue is located;

- e. must not cause or permit any damage or destruction to be caused to the Venue, the Owner's property within or about the Venue, or the land where the Venue is located. If any damage is caused, the Hirer will promptly notify the Owner of such damage and take all steps required to fully remedy and/or repair any damage caused;
- f. must not alter the Venue in any way or remove any of the Owner's property from the Venue without the Owner's prior written consent;
- g. is responsible for effecting security of the Venue for the Hire Period. The Hirer must do all things reasonably required to keep the Venue safe and secure, and to protect against theft and malicious damage, during the Hire Period;
- h. must take out and effect all appropriate insurances for suitable amounts which a prudent and reasonable Hirer would take out with respect to the Permitted Use, including but not limited to, a policy covering public liability where the Permitted Use involves group activities;
- i. must ensure that music or noise levels from the Venue or the Hirer's use of the Venue must not cause annoyance to other occupants of the Venue or occupants of the surrounding buildings of the Venue; and
- j. comply with any other reasonable requirement of the Owner with respect to the use of the Venue.

## 7. Hirer property and equipment

- a. The Hirer is responsible at its sole cost and expense for providing, setting up and removing all equipment and other property required at the Venue for the Permitted Use, however the Hirer must not move and/or rearrange any large furniture items within the





Venue (belonging to the Owner) without the prior written approval of the Owner.

- b. The Hirer must seek the Owner's prior written consent for where any additional facilities, equipment and services are to be provided by third party suppliers for the Permitted Use.

## 8. Catering

Subject to clause 10, the Hirer can either self-cater or hire their own caterers. Where the Hirer is self-catering, the Hirer must be aware of and comply with the health guidelines for safe preparation, handling and serving of food at functions.

## 9. Cleaning

- a. Cleaning of the Venue is the Hirer's responsibility. At the end of the Hire Period, the Hirer must ensure that the Venue is left in a clean, tidy and undamaged condition. This includes, but is not limited to:
  - i) all rubbish, excess waste or refuse of any kind being removed from the Venue (inclusive of bin liners) and taken to the relevant bin room;
  - ii) all Owner property being returned to the Owner and/or placed in their proper storage place within the Venue or the land where the Venue is located;
  - iii) all Hirer property removed from the Venue (without causing any damage or destruction);
  - iv) wiping down all benches, sinks, high contact surfaces and sweeping floors;
  - v) the kitchenettes within the Venue to be properly cleaned including washing, drying and putting away dishes (from the dishwasher and sinks to the relevant cupboards) and the fridge emptied of all items; and
  - vi) otherwise returning the Venue into the clean, tidy and orderly condition it was in at the beginning of the Hire Period.

- b. If the Hirer does not comply with clause 9.a, the Hirer will accept responsibility for and pay the cost of on demand any cleaning charge for the Venue.

## 10. Smoking

- a. The Venue and the land on which the Venue is located is a non-smoking area. The Hirer must ensure that itself and the Hirer Invitees do not smoke on or in the Venue, or on the land on which the Venue is located.

## 11. Venue name and publicity

- a. The Venue is to be referred to as Summer Hill Little B.I.G. House.
- b. Unless otherwise agreed in writing by the Owner, the Hirer shall not make any statement in any advertisement which directly or indirectly represents or implies that the use for which the Venue is hired is conducted or promoted by the Owner or the B.I.G. Foundation.

## 12. General

This Venue Hire Agreement:

- a. is executed by the Hirer as a deed poll in favour of the Owner;
- b. is governed by the law of New South Wales;
- c. constitutes the entire agreement between the parties with respect to its subject matter;
- d. can only be varied in writing signed by both the Owner and Hirer;
- e. is personal to the Hirer and the Hirer cannot transfer, assign, novate, sub-lease, sub-hire or otherwise deal with its rights under this Venue Hire Agreement without the Owner's prior written consent; and
- f. does not come into force or effect until this Venue Hire Agreement has been duly executed and all requirements of the Owner (acting reasonably) have been satisfied.

