**Venue Hire Agreement**

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| **Owner** | Little B.I.G. Foundation Limited (ABN 72 650 451 522) | | | |
| **Hirer** | Contact Person: | | | |
| Phone: | | Email: | |
| **Business Details** (if applicable) | ABN: | | Insurance: | |
| **Access to** | ( ) whole venue ( ) ground floor ( ) level 1 | | | |
| **Permitted Use / Event Name** | [insert intended use] | | | |
| **Hirer Type** | ( ) Community Event ( ) Private Event | | | |
| **Hire Period** (inclusive of set up/clean up) | Date: | | | |
| Start Time: |  | Finish Time: |  |
| **Hire Fee** | **Recurring Community Event Hire**  ( ) $2 annual donation ( ) $5 p/h ( ) $30 p/h | | | |
| **Private Event Hire**  ( ) $120 p/h – Community Private Hire ( ) $170 p/h – Business Private Hire for 1 floor ( ) $220 p/h – Business Private Hire for the whole venue | | | |
| **Total Private Hire Fee** | **[insert total hire fee]** | | |
| **Payment** | **Private casual hire**   * You’ll receive an invoice link to pay your venue hire fee by credit or debit card. Your booking is confirmed only once payment is received.   **Community hire**   * You credit card on file will be debited monthly retrospectively for reoccurring paid community events or annually for free community events.   Please see T&C for details. | | | |
| **Acceptance** | The Hirer acknowledges and agrees that:   * It understands their ‘Hirer Type’ * it has read and understood this Agreement (comprising this ‘Details’ section, the following ‘Terms & Conditions’ and ‘Special Conditions’ (if any) and the Venue Guide; * it is bound and will comply with the terms and conditions of this Agreement; and * it accepts this Agreement by replying electronically to the Little BIG Foundation email address hello@littlebigfoundation.org, or if the Hirer proceeds to act on the subject matter of this Agreement after issued to the Hirer. | | | |

**Terms & Conditions**

This agreement pertains to the “Little BIG House” located at 16 Flour Mill Way, Summer Hill (indoor facility). It does not provide permission for events in Harvest Park or Mungo Scott Plaza.

THE OWNER AND THE HIRER AGREE AS FOLLOWS:

## Occupation

* 1. 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.
  2. 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.
  3. This Venue Hire Agreement does not create any interest, tenancy or estate in the Venue - it is conditional license to occupy for the Hire Period.
  4. The Owner reserves the right to terminate this Venue Hire Agreement at any time.
  5. The Hirer and Hirer Invitees hire, use and occupy the Venue at their own risk and expense. The Hirer releases the Owner and agrees that the Owner is not liable for liability or loss arising from, or costs incurred in connection with:
     1. 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
     2. anything the Owner is permitted or required to do under this Venue Hire Agreement.
  6. 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:
     1. the Hirer’s breach of this Venue Hire Agreement;
     2. the Hirer’s act, omission, default or negligence; or
     3. the Hirer’s use or occupation of the Venue or the land where the Venue.

## Access to Venue

* 1. It is the Hirer's responsibility to keep passcodes required to access the Venue or property within the Venue private and confidential to the person named on this agreement.
  2. The Hirer acknowledges that their access is limited to the time noted above and has accounted for set up/ clean up in this period. The Hirer understands that access will not be possible earlier or later once signed.
  3. The Hirer accesses the venue with the understanding that it is under 24-hour video surveillance for safety and security purposes.

## Acceptance of Venue

* 1. The Hirer agrees it is their responsibility to document and report any venue issues immediately on arrival. Failure to report issues may result in accepting responsibility for those issues. Photographs should be sent to [hello@littlebigfoundation.org](mailto:hello@littlebigfoundation.org)

## Use of Venue

The Hirer:

* 1. must only use the Venue for the Permitted Use and for no other purpose;
  2. must not alter the Venue in any way or remove any of the Owner’s property from the Venue;
  3. must only use the facilities (for example: toilets, sinks, basis, drains, plumbing, kitchen, rubbish bins, furniture) within the Venue and the land on which the Venue is located for their proper and intended purpose;
  4. must not move and/or rearrange any large furniture items (in particular, the table on the Ground Floor) within the Venue without the prior approval of the Owner;
  5. 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;
  6. 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 accidental 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;
  7. 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;
  8. 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 (if applicable);
  9. must ensure that music or noise levels from the Venue, the Hirer’s use of the Venue or surrounding area must not cause annoyance to other occupants of the Venue or occupants of the surrounding buildings of the Venue; and
  10. comply with any other reasonable requirement of the Owner with respect to the use of the Venue.

## Third party suppliers (catering and entertainment)

* 1. The Hirer must seek the Owner’s prior written consent for where any third-party services to access the Venue.
  2. Cooking facilities that generate visible steam and/or smoke are not permitted in the Venue.
  3. The Hirer is responsible for the sole cost of any supplier they invite into the venue and any damages/issues that arise as well as ensuring suppliers have the relevant insurance and accreditation relative to their service.
  4. Suppliers are considered ‘Hirers Invitees’ and are subject to Clause 6.

## Hirer’s Invitees

* 1. 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.
  2. 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 [12: Payments, Fees and Charges”.](#_bookmark0)
  3. 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.

## Smoking

* 1. 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.

## Pets

* 1. Common domestic household pets are permitted in the Venue on the basis the animal (i) is kept clean, quiet and controlled at all times; (ii) does not stray unsupervised outside the Venue; and (iii) is toilet trained.
  2. The Hirer(s) shall be liable for any damage or injury cause by the pet(s) and shall pay the Little BIG Foundation for any costs incurred as a result of damage, cleaning or caused by the pet(s).

## Cleaning

* 1. The Hirer acknowledges this is a community facility and must be left in a clean, tidy and undamaged condition ready for the next user at the end of the Hire period.
  2. The Hirer understands cleaning of the Venue is the Hirer’s responsibility. This includes, but is not limited to:
     1. Removal of all rubbish, excess waste or refuse of any kind from the Venue;
     2. all Owner property being returned to its proper storage place;
     3. all Hirer property removed from the Venue;
     4. wiping down all benches, sinks, high contact surfaces and sweeping and/or mopping floors;
     5. all kitchen items washed, dried and returned to their labels storage (including emptying the dishwasher)
     6. the fridge/freezer emptied of all items; and
     7. otherwise returning the Venue into the clean, tidy and orderly condition it was in at the beginning of the Hire Period.
  3. If the Hirer does not comply with cleaning requirements, the Hirer will accept responsibility and authorises their credit card on file to be charged for the Venue cleaning.

## Cancellations of Private Events

* 1. All payments made under this Venue Hire Agreement are non-refundable. However, if circumstances require a change in your booking date, payments may be applied toward a future booking, subject to venue availability and approval.
  2. To reschedule private bookings, you must notify us in writing no less than 14 days before the original event date. Rescheduling requests are processed on a case-by-case basis and depend on the availability of the venue on the requested date.
  3. Failure to reschedule within 14 days from the original booking date will result in forfeiture of the payment.

## Cancellation of Community Events

* 1. Where the Community Hirer cancels their booking within 48-hours of the Hire Period or does not show up for the Hire Period, the Owner may charge the credit card provided (either through itself or through a third-party payment provider) a ‘late cancellation administration fee’ equal to the greater of $50.00 or the full Hire Fee.

## Payments, fees and charges

* 1. The Hirer accepts the fees set out in this agreement.
  2. 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, damage, excessive cleaning or removal of Hirers property/waste caused or contributed to by the Hirer, (2) any ‘late cancellation administration fee’, (3) charges for any costs incurred by false security call-outs or (4) 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.
  3. The additional fees will be automatically charged to the hirer in the following situations: (i) inadequate return of the venue to its previous state (cleaning/return of furniture items) - $300; (ii) extension of your time for running over agreed booking time as per the relevant hourly rate and/or (iii) damages as per their replacement cost.

## Venue name and publicity

* 1. The Venue is to be referred to as Summer Hill Little BIG House.
  2. 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 Little B.I.G. Foundation.

## General

This Venue Hire Agreement:

* 1. is executed by the Hirer in favour of the Owner;
  2. is governed by the law of New South Wales;
  3. constitutes the entire agreement between the parties with respect to its subject matter;
  4. can only be varied in writing signed by both the Owner and Hirer;
  5. 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
  6. 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.