

BOOKING TERMS AND CONDITIONS

The Church grants the Hirer permission to use the Facility for Permitted Use on the terms and conditions set out in this Agreement, for the Hire period.

Terms and Conditions:

1. **Hirer's Obligations** – The Hirer covenants and agrees with the Church as follows:
 - i. **Hire Fee** To pay the Bond and Hire Fee at least 14 days in advance to the Licensor in exchange for which the Licensee shall be entitled to use of the Facility floor space, conveniences, normal Facility furnishings and water heating appliances.
 - ii. **Permitted Use** - To only use the facility for the Permitted Use and for no other purpose. The Hirer must comply with all relevant laws regarding its use of the facility. If any permit, licence or consent is necessary for the hirer to lawfully use the facility for the Permitted use, the Hirer must obtain the permit, licence or consent at its cost. This includes Liquor Permits and Responsible Service of Alcohol certificates.
 - iii. **Indemnity** The Licensee shall be liable for any claims arising from any accident, loss, damage or injury sustained by any person or persons in attendance on the premises pursuant to this Agreement and hereby releases the Licensor from any such legal liability save and except where the Licensee can establish that such accident, loss, damage or injury was caused by the negligence of the Licensor.
 - iv. **Insurance** Public Liability Insurance is required for all hires of the facility. Private family functions at the facility will generally be covered by the Church's existing Public Liability insurance (subject to the terms and conditions of the cover). The Public Liability Insurer (Baptist Insurance Services) has accepted that "Private family functions" means gatherings for birthdays, anniversaries, engagements, weddings and similar private events. Where a hirer is an organisation or community group, evidence of Public Liability Insurance for the organisation or community group to the value of \$20,000,000 must be provided to the Licensor at least 7 days prior to the event.

Where external parties are used by the Hirer at their event (such as caterers, jumping castles, ball pits, entertainers, bands, etc), the licensee must provide the Licensor with a copy of the third party's Public Liability Certificate of Currency. Should the Licensee wish to use their own Jumping Castle (or similar), a risk assessment must be submitted and approved by the Licensor 7 business days prior to the event.
 - v. **Condition & Repairs**
 - a. To leave the Facility in the same state as it was at the start of the Hire period.
 - b. To promptly report any damage to the facility to the church. Damage caused by the Hirer will be repaired by the church at the Hirer's cost.
 - c. Not to remove contents or fixtures that do not belong to the Hirer.
 - vi. **Nuisance** Not to cause or let anyone else cause any nuisance or annoyance to other users of the church building or to the occupiers or owners of nearby properties.
 - vii. **Alcohol** Alcohol consumption is permitted only with prior notice to The Licensor. The service of alcohol must comply with all State and Federal laws.

The Licensee is responsible for ensuring that all guests consuming alcohol are of legal drinking age.
The Licensee must take all reasonable steps to ensure that alcohol is consumed responsibly and does not lead to disruptive or unsafe behaviour.
The Licensee must not permit the consumption of alcohol by individuals who are visibly intoxicated.
The Licensee assumes all responsibility and liability for any incidents, damages or injuries that occur as a result of alcohol consumption during the hire period.
The Licensee agrees to indemnify The Licensor from any claims, damages or expenses arising from the Licensee's failure to comply with this alcohol consumption policy.
The Licensor reserves the right to terminate the Hire Agreement immediately if the alcohol consumption policy is violated.
In the event of termination due to the policy violation, the Licensee forfeits any fees paid and may be liable for additional costs incurred by the Licensor.
2. **Cancellation of Bookings** – In the event that the Hirer is unable to proceed with the booking, the following conditions apply:
 - i. All cancellations must be made in writing
 - ii. Up to 6 months prior to the hire date – full deposit refunded
 - iii. Between 3-6 months prior, 25% cancellation fee applies to the deposit
 - iv. Within 3 months the deposit is non- refundable
 - v. Cancellations within 14 days incur the full venue hire cost as the cancellation fee.
3. **Termination**
 - i. The Church may terminate this Agreement at any time by giving the user reasonable notice of cancellation OR with immediate effect if the Hirer is in breach of any of the provisions in this Agreement.