

PEAK CROSSING PUBLIC HALL ASSOCIATION INC.

Peak Crossing Public Hall Hire Agreement

1. Defined Terms

- 1.1 In this Agreement, the terms in bold in the Hire Details Schedule have the corresponding meaning given in that Schedule, and:
- (1) **Association** means the Peak Crossing Public Hall Association Inc. and any of its members.
 - (2) **Hirer** means the person hiring the Peak Crossing Public Hall. The following conditions apply:
 - a. The Hirer must be at least 21 years of age and provide proof of age prior to entering into this agreement.
 - b. If the Hirer is hiring the hall on behalf of an organisation or corporation, he/she/they must provide a Certificate of Currency for public liability insurance containing a minimum coverage of \$20,000,000 and an active ABN and/or CAN number.
 - c. The Hirer also includes their/his/her guests and invitees of the Hirer.
 - (3) **Facility** means the Peak Crossing Public Hall and the container situated at 33-35 Fassifern Street, Peak Crossing Qld 4306.
 - (4) **Land** means the property on which the Peak Crossing Public Hall is situated at 33-35 Fassifern Street, Peak Crossing Qld 4306.
 - (5) **The Association's Property** means all of the plant and equipment, fixtures and chattels in the Facility and on the Land that are not brought onto the Land by the Hirer for the purpose of the Event.
 - (6) **Services** mean the services to the Land and the Facility which include water, gas, electricity, septic and stormwater drainage services.
 - (7) **Function Information Details** – see Schedule 1.
 - (8) **Hire Fees** – see Schedule 2.

2. Booking of the Facility

2.1 If the Hirer:-

- (1) Pays the Hire Fee, and
- (2) Strictly complies with the other terms of this Agreement,

the Association will make available the Facilities required for the setup and conduct of the Event listed in the Facility Hire Application and Agreement. To

Schedule 1

remove any doubt, the Association is not obligated to allow the Hirer access to the Facility, if the conditions in this clause have not been met.

- 2.2** Pursuant to Clause 2.1 of this Agreement, the Hirer is granted a licence to access the Facility and the Land for the purpose of the Event as stipulated in the Hire Agreement, which may be revoked on the terms of this Agreement.
- 2.3** The Hirer's signature, including an electronic signature, on the Facility Hire Agreement form confirms his/her/their agreement to these terms and conditions of Facility Hire. The person signing the Agreement, on behalf of his/her organisation ("the Hirer") is personally responsible for ensuring that all terms and conditions of the Association's Facility Hire policy are adhered to.
- 2.4** While the Peak Crossing Hall is a public facility, the Association reserves the right to refuse to hire the facility to specific individuals and/or organisations, if, in the opinion of the Management Committee, the individuals and/or organisations would be unlikely to take the necessary care of the facility.

3. Cancellation of Booking

- 3.1** The Hirer can cancel the Hirer's booking for the Event verbally or by notice in writing to the Association's contact person:
 - (1) At any time before the Event Date, in which case the Hirer is entitled to a full refund of any part of the Hire Fee paid to the Association, provided the Association has not foregone a hire fee for another potential event.
 - (2) If the Association has foregone a potential Hire Fee and there is insufficient time to secure this hire, the Hirer will be liable for the full Hire Fee in the event of a cancellation.
- 3.2** The Association can cancel the Hirer's booking for the Event by verbal or written notice to the Hirer:
 - (1) At any time before the Event Date for any reason, in which case the Association must refund to the Hirer any Hire Fee paid to the Association; or
 - (2) At any time for non-compliance with any term of the Agreement or the Application by the Hirer, in which case:
 - a. The Association is entitled to keep the Hire Fee; and
 - b. The Association is entitled to charge additional fees to cover any cost it incurs as a result of the Hirer's non-compliance with this Agreement.
 - (3) The Association may also cancel the Hirer's booking without notice in extreme and unavoidable circumstances. In these cases any fee which has been paid will be refunded to the Hirer. The Association shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

4. Payments

- 4.1 The Hirer must pay the Hire Fee **at least 14 days** before the Event Date, **plus a bond** as contained in Schedule 2.
- 4.2 The Association must refund the bond to the Hirer within 5 working days after the Event if the hall is left in a condition satisfactory to the Management Committee, less any costs arising from Clause 4.4.
- 4.3 The Association must deliver to the Hirer on request an Invoice for the Hire of the Facility pursuant to this Agreement.
- 4.4 The Association is entitled to charge additional fees for damages, cleaning or loss of keys or if the Hirer's use of the Facility, Land or the Association's Property exceeds the time indicated in the Facility Hire Agreement.

5. Rules for Use of the Facility

- 5.1 The Hirer must at all times strictly comply with the Rules for Use of the Facility in this Agreement.
- 5.2 The Hirer must ensure that his/her/their office holders, directors, employees, contractors, volunteers and any other personnel for which he/she/they are responsible, and that are involved in the Event:
 - (1) Are aware of the Rules for Use of the Facility; and
 - (2) Strictly comply with the Rules for Use of the Facility in this Agreement.
- 5.3 The Hirer must use his/her/their best endeavours to ensure that the guests and invitees to the Hirer's Event comply with the Rules for Use of the Facility in this Agreement, and if any invitee or guest breaches any of the Rules for Use of the Facility, ensure that the person is advised of his/her indiscretion and possibly removed from the Facility.
- 5.4 The Hirer is responsible for those attending the Event and, in particular, for leaving the site in a quiet and orderly fashion by the time stated in the Facility Hire Application.
- 5.5 The Hirer is responsible for obtaining any necessary licences for any work, in which a copyright subsists, performed on the premises during the period of the Facility Hire. The Hirer shall indemnify the Association against all costs, claims and demands which may be made against the Association or Hirer for any infringement of copyright.
- 5.6 The Hirer is prohibited from using the facility for any unlawful activity including underage drinking, unauthorised sale of goods, unauthorised fundraising and any activity that the Association or its authorised representatives reasonably regard as dangerous, offensive or a nuisance to attendees or neighbouring properties.
- 5.7 **Directions**
 - (1) The Hirer must comply with any directions given by the Association or its authorised representatives regarding the setup and conduct of the Event.

5.8 Access

- (1) The Hirer must access only those parts of the Land and the Facility required for the Event.
- (2) The Hirer must not access any parts of the Facility or the Land which are designated by the Association to be 'off limits'.
- (3) The Hire of the Facility does not entitle the Hirer to use or enter the Facility at any time other than during the hours for which the Facility is hired, unless prior approval has been given by the Association.
- (4) The Hirer must undertake proper stewarding and control of the parking area and must maintain safe entry and exit from the Facility and provide and maintain clear access for emergency vehicles and service vehicles.
- (5) The Association retains the right of access to all parts of the Land, Facility and its Property during the period of any Facility Hire, and the Hirer shall not obstruct or interfere with this right.
- (6) After the event, the Hirer is responsible for fully securing the Facility through locking doors, closing windows etc.

5.9 Setup

- (1) No nails, bolts, tacks, screws, pins, adhesive tapes or other types of fastenings shall be driven into or affixed to any part of the Facility without the prior approval of the Association.
- (2) No highly flammable materials are to be brought into the Facility including spits, pizza ovens, deep fryers or naked flame appliances, smoke machine or other machines or equipment that may cause activation of any smoke alarm.
- (3) Any furniture required may be moved by the Hirer only when consent has been given by the Association and must be returned to its original location after the event. No furniture or equipment is to be used without prior permission. The Association **prefers** that tables and chairs are not set-up on the dance floor.
- (4) All property of the Hirer must be removed promptly upon the expiration of the period of hiring, or additional fees may be charged, unless prior permission has been provided by the Association.
- (5) No flags, emblems or other materials shall be displayed on the Association's Land, Facility or Property without prior approval of the Association.
- (6) Any electrical appliances brought into the facility by the hirer must not exceed power ratings of the Facility's power outlets and the Hirer is not permitted to change or interfere with the electrical systems at the Facility including the lighting, without prior approval of the Association.

5.10 Care of Facility and the Association's Plant and Equipment

- (1) The Hirer must not:
 - a. Use any form of power other than electricity supplied through meters unless prior permission has been obtained;
 - b. Overload the services;
 - c. Damage the Land, Facility or the Association's Property;
 - d. Use the Facility or the Association's Property for any purpose for which it was not designed;
 - e. Interfere with any drains, water supply, gas, electricity, plumbing or other services on the Association's Property;
 - f. Prepare, cook or sell any food from the Land or Facility other than from the kitchen in the Facility; however, barbequing or spit-roasting is permitted outside the Facility;
 - g. Bring any heavy machinery or other similar plant or equipment onto the Land or into the Facility without the Association's consent;
 - h. Obtain any permits or consents required from any government authority to permit the Event to take place without the Association's prior approval;
 - i. Use any plant or equipment that has not been agreed upon within the Facility Hire Application and Agreement; and
 - j. Bring any animals onto the Association's Property except with prior permission of the Association.

5.11 Reporting

- (1) The Hirer must notify the Association of:
 - a. Any accident during the Hirer's setup or the Hirer's Event;
 - b. Any damage, defect or disrepair to the Facility or the Association's Property during the setup or the Event.
- (2) The Hirer's notification pursuant to this condition may be given either verbally or in writing to the Association's Contact Person within 24 hours following the occurrence.
- (3) The Hirer must notify the police immediately if there is any threat of trouble during the setup or the Event.

5.12 Alcohol & Smoking

- (1) Consumption of alcohol is permitted in the Facility provided that any requirements of the Liquor Licensing Act are adhered to.
- (2) Smoking is not permitted within the Facility (including toilets), or within 5 metres of entrances to the Facility.

5.13 Cleaning

- (1) The Hirer must ensure that the Facility is left in a clean and tidy state, which includes:
 - a. Removing any spillages on the dance floor by wiping with a wet cloth using clean warm water and minimising the area which is wet; No detergents or chemicals of any form are to be used.
 - b. Sweeping and mopping the vinyl floors in kitchen, toilet and bar areas; any spills are to be mopped with warm water and a mild detergent only.
 - c. Wiping down all benches, tables, chairs and refrigerators;
 - d. Thoroughly cleaning stove tops, ovens, microwaves and any equipment that was used;
 - e. Removing all food or drinks from the Facility, including the refrigerators;
 - f. Placing all rubbish in bags and disposing of them in the wheelie bins provided before leaving;
 - g. Returning all tables and chairs to their designated positions in the Facility. All furniture is to be accounted for.
 - h. Removing all litter from the Facility's surrounds, including the adjacent footpaths and gutters; and
 - i. Cleaning up and disposing of confetti or rice used at any wedding reception, party etc. in the designated bins.
- (2) The Hirer is responsible for the full replacement cost of any damages or breakages to the Facility, the Association's Property and the surrounding grounds and any additional cleaning that is required.
- (3) The Hirer must advise if the fire extinguishers have been used in any way. If fire equipment is used in an irresponsible manner, the Association will charge additional fees to cover the cost of inspection, clean-up and replenishing the extinguishers.
- (4) If the Association's Property is left in an unsatisfactory condition, the Association will charge additional fees to cover the cost of a commercial cleaner for cleaning the area used by the Hirer.

5.14 Safety

- (1) Hirers will be responsible for the safety of their own individual groups with regard to first aid. Hirers will be informed where the fire exit doors, fire equipment, defibrillator and first aid kit are located before the activity starts, and where to assemble should a fire occur. The Hirer then has the responsibility of making his/her/their members aware of the instructions and ensuring that emergency services have been called.
- (2) Hirers have a responsibility to ensure that all activities are safe and to safeguard participants from violence or any other foreseeable and avoidable harm.

Number of participants must not exceed the designated capacity of the premises (100 persons).

- (3) Hirers must ensure that the Association's Contact Officer is made aware of any equipment he/she/they intend to bring into or use in the premises, and that such equipment is safe and suitable for the use to which it is put. Hirers using the Facility are responsible for reporting any potential hazards to the Contact Officer.
- (4) Hirers who book the Facility are responsible for the cost of repairing any damage to the Facility or equipment which is directly attributable to his/her/their occupation and use of the premises as noted in Clause 4.4.
- (5) If anyone is injured while on the Association's premises, the injury must be reported immediately to the Association's Contact Officer, or any other responsible person advised as an after-hours contact as per Clause 5.11.

6. Risk

- 6.1** The Hirer and his/her/their guests occupy and use the Facility and the Land at his/her/their own risk.
- 6.2** The Hirer releases to the fullest extent permitted by Law, the Association and its members/agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the Facility or on the Land except to the extent that it is caused by a deliberate act, negligence or default by the Association or its members, employees or contractors.
- 6.3** It is the sole responsibility of the Hirer in respect of all goods and items brought into the facility and the Association does not accept any liability for any damage, loss or theft of such goods of the Hirer.

6.4 Indemnity

Without limiting the generality of Clause 6.2 the Hirer indemnifies and holds indemnified the Association and its members, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the Association may sustain or incur or for which the Association or its members, employees and contractors shall or may become liable whether during or after the Event arising from:

- (1) Breach of this Agreement - Loss, damage or injury to property or person from or contributed to by the neglect or default of the Hirer to observe or perform any of the covenants, conditions and restrictions on the part of the Hirer in this Agreement, whether positive or negative, expressed or implied;
- (2) Misuse - Negligent use or misuse, waste or abuse by the Hirer or any officer, director, employee, contractor or agent of the Hirer of the Facility, of the Services to the Facility or the Association's Property;
- (3) Escape of Harmful Agent - Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Facility, caused or contributed to by any act or omission on the part of the Hirer or any officer, director, employee, contractor or agent of the Hirer;
- (4) Failure to Notify - Failure of the Hirer to notify the Association of any defect, disrepair or damage in the Facility, of which the Hirer is aware;

- (5) Use of Facility – Loss, damage or injury from any cause whatsoever to property or person, caused or contributed to by the use of the Facility by the Hirer or any officer, director, employee, contractor or agent of the Hirer;
- (6) Personal Injury - Any personal injury sustained by any person in or about the Facility or the Land, caused by or contributed to by the Hirer or any officer, director, employee, contractor or agent of the Hirer, other than the wilful or negligent act or omission of the Association or its servants or members.
- (7) Food Preparation – It is the responsibility of the Hirer to be aware of and adhere to all applicable Health and Safety requirements, kitchen and food standard regulations.

6.5 Public Liability Insurance

- (1) The Association maintains a Public Liability Insurance Cover for any events conducted by the Association. This cover does not extend however to events staged by other individuals or organisations. **If alcohol is to be consumed at the event, Hirers must take out a relevant public liability insurance (Events Cover) to cover the use of the Facility for the Hirer's event in the sum of at least \$10,000,000**
- (2) The Association's Contact Officer or the President can provide advice on suitable organisations who are willing to provide appropriate cover for such events.

6.6 Notice of Accident

The Hirer must report to the Association's Contact Officer or other designated person any accident, injury or loss sustained in the Facility or on the Land during the setup or the Event, within 24 hours of the event. Any further information required by the Association must be made available on request.

6.7 Conduct Voiding Insurance

The Hirer must not knowingly do or permit to be done or omit to do any act in the Facility or on the Land which may render void or voidable any insurances on the Facility, or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased, and the Hirer must do or permit to be done immediately, upon request by the Association, everything necessary to ensure the continuance of any insurances effected by the Association.

7. Nuisance and Offensive Acts

- 7.1 The Hirer must not allow the Facility or the Land to be used for any annoying, offensive or illegal acts which may foreseeably cause annoyance, nuisance, grievance, damage or disturbance to local residents.

8. No Assignment and Sub-Hiring

- 8.1 The Booking in this Agreement is personal to the Hirer and may not be transferred by the Hirer to any other party.
- 8.2 The Hirer must not enter into any sub-hire or sub-letting arrangement for the Facility without the Association's consent, which may be granted or refused at the Association's absolute discretion.

8.3 The Hirer must not assign the key which provides access to the Facility to any other person or group.

8.4 Notices

- (1) Any notice under this Agreement must be in writing or in electronic form that is:
 - a. Directed to the recipient's last known business address; and
 - b. Either hand-delivered or sent by pre-paid post to that address.

- (2) A notice given in accordance with Sub-clause 1 of this Clause is taken to be received:
 - a. If hand-delivered, on delivery; and
 - b. If sent by pre-paid post, 7 days after the date of posting.

I have read, understood and agree to the above Conditions of Hall Hire and am at least 21 years of age.

Date of Function: _____

Print Name: _____

Signed: _____

Date: _____

Peak Crossing Public Hall Association Inc.

Hall Hire fees current as of 14/08/2024

Hourly hire – maximum 3 hours.

- Local \$15.00 per hour
- Nonlocal \$25.00 per hour

Up to 6 hours hire - \$150.00 (for example 12-6pm) This includes set up and clean up time.

Daily hire – up to 24 hours - \$300.00

- Air conditioning \$10.00 per hour
- Bond \$500.00

Bond arrangements are at the discretion of the PCPHA Inc Committee. Bond will be returned within 5 working days after the hall has been inspected by the Association's representatives following the event and declared to be in a clean condition and free of damage. A cleaning fee of \$50.00 per hour will be charged if cleaning is required.

Hall Hire Agreement must be signed, and money deposited in Association's bank account 2 weeks before the hire date.

If alcohol is to be consumed at the hirer's event, hirers must take out Public Liability Insurance – Events Cover and provide Certificate of Currency to PCPHA representative before event. This coverage needs to cover the use of the facility for the hirer's event for the sum of at least \$10,000,000.00. Please provide the certificate at the time of application for hall hire.

If you need to get Public Liability Insurance – Events Cover for your event, allow at least two weeks to obtain cover.

The following links might be useful:

- Fassifern Insurance Services - <https://fisis.com.au/>
- Needabroker.com
- Jlentertainment.com.au

PEAK CROSSING PUBLIC HALL ASSOCIATION INC.
Facility Hire Application

Applicant's Details

Name: _____ Phone No: _____
Organisation: _____ Contact Email: _____
Address: _____
Type of Organisation: Corporate / Government / Non-Profit / Private

Function Information

Type of Function: _____
Purpose of Function: _____

Will alcohol be served?
Yes No

Start Date & Time Required: _____ Approx. No. attending: _____
End Date & Time: _____

(Please include time for set-up and clean-up in times above)

Facilities Required:

- | | | |
|-----------------------------------------------------|------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Main Hall | <input type="checkbox"/> Tables and Chairs | <input type="checkbox"/> Water Heating |
| <input type="checkbox"/> Kitchen – food preparation | <input type="checkbox"/> Large Bar Fridge | <input type="checkbox"/> Ovens |
| <input type="checkbox"/> Bar | <input type="checkbox"/> Kitchen Fridge | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Grounds | <input type="checkbox"/> Tea/Coffee Facilities | <input type="checkbox"/> Air Conditioner |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Crockery/cutlery | (Main Hall) |

Additional Requirements:

Total Fee:

Insurance: If alcohol is to be consumed, Hirers **must** obtain their own Events Insurance Cover to the sum of \$10 million or application will not be accepted. Proof of cover must be shown to Association Representative.

Payment Method: Direct Deposit / Cash / Cheque

Bank Details:

BSB:	633-000	Account No.:	149422354
Account Name:	Peak Crossing Public Hall Association Inc.		
Reference:	Please use your name and booking date, e.g.: Klan 01/01/2020		

Hall hirer's bank details (for refund of bond)

BSB:		Account No.:	
Account Name:			

I certify that:

- I am at least 21 years of age.

I acknowledge that:

- I have received a firm quote based on details advised in the application and understand any changes to the facilities, services or duration required may incur additional charges.
- I have received a current copy of Peak Crossing Public Hall Association Inc. Hall Hire Agreement and agree to the conditions of hire contained therein.

HIRER

BOOKING DETAILS

As per Facility Hire Application

.....
Signature

.....
Date

Note any variations to application agreed to

.....
Print Name

**PCPHA – Facility Hire Application
Accepted**

ACCESS DETAILS

.....
Signature

.....
Date

.....
Deposit Details:

Key n/a

Original retained by Peak Crossing Public Hall Association Inc. and copy to be provided to Hirer.