

PIE CREEK HALL CONDITIONS OF HIRE COMMON TO ALL AREAS OF THE HALL & SURROUNDS

HALL HIRE

Confirmation of Bookings

Tentative bookings will remain valid for a period of twenty one (21) days, and may only be confirmed by the lodgement of a signed application plus the payment of the **HALL HIRE FEE and BOND**. Once the payment and application has been received then and only then will the hall hire have be approved.

Security Deposit Payment

Travelling commercial entrepreneurial entertainment groups including government subsidised hirers and hirers of the Hall for all licensed functions shall lodge a security deposit of an amount set by the Committee prior to their occupancy of the complex. **Such bond shall be refundable only after satisfactory inspection of the building, all equipment and facilities.**

Cancellation by Committee

It shall be at the discretion of the Hall Committee to refuse to hire the Hall in any case and notwithstanding that the Hall may have been let or that these conditions may have been accepted and signed and the rent paid, the Committee shall have full power, if it sees fit, to cancel such hiring and direct the return of the hire fees so paid and the hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

Increased Hiring Charges to Apply

Pie Creek Hall hiring charges may change without notice. If the increase is between the application date and the function date, the hirer may be required to pay the difference in hire charges.

Cancellation of Bookings

In the event of a cancellation of the Hall Hire the following will apply. 30 days prior to the Hall Hire the full amount will be refunded Less \$20. Less than 30 days prior to HALL HIRE no refund will be given. If however it is claimed by the hirer that extenuating circumstances apply, an application in writing may be made to the Committee for a refund.

Setting Up

It shall be the Hirer's responsibility to carry out all pre-function setting up.

Vacation time

The Hall and surrounding grounds must be vacated by 1.00am. There is to be no camping overnight in the hall or on the grounds.

Bond return

The committee will inspect the hall within a week of the hall hire. The Bond will only be return once the hall has been inspected by the committee and found to be in a neat and tidy condition.

LIQUOR LICENCE

Compliance with Liquor License

The hirer shall be responsible for complying with the requirements of the Licensing Commission in respect to obtaining an appropriate license if liquor is to be sold at the function. The terms of the Liquor License shall be strictly adhered to and the sale of liquor shall cease at the termination of the period of the license. **A copy of the approved licence must be lodged with the committee prior to the function.** If the requirements of the liquor license are not adhered to any future bookings by the particular hirer may be placed in jeopardy.

Use of Bottles Prohibited

Hirers of the Hall for licensed functions shall provide Alcohol in **PLASTIC OR ACRYLIC** containers only or in **CANS**. The handling of **Glassware and Glass bottles** by their customers is strictly prohibited.

Deliveries and Removal of Kegs

Hirers of the Hall shall remove all empty kegs from the premises within 24 hours after the particular function. Should the kegs not be removed within that period the Hall Committee will cause them to be removed at the Hirer's cost.

LEGAL RESPONSIBILITY

Observance of Laws Covering Decency Etc.

It shall be the responsibility of the hirer to ensure that any form of entertainment performed at the hall during the period of hire shall not breach any laws in force in the State of Queensland including the standards of decency and moral behaviour.

Excessive Noise

It is the responsibility of the hirer to make sure that all music is turned down at 10pm and turned off at Midnight

Under the State of Queensland Laws – Police Powers Act it is the responsibility of the hirer to ENSURE that when any form of sound equipment is used it will not cause a nuisance or annoyance to others and / or adjacent premises.

Disorderly Behaviour

The hirer shall be responsible to ensure that the Pie Creek Hall is used in a proper, orderly and lawful manner and will not permit any riotous, disorderly or improper conduct on or adjacent to the premises, nor permit any person who behaves in a riotous, disorderly or improper manner to be or remain on or adjacent to the premises. Nor shall the hirer permit any act, matter or thing to be done on or adjacent to the premises, which may cause a nuisance or annoyance to others or contravene any State Laws. IF THE HIRER IS UNABLE TO PREVENT SUCH BEHAVIOUR THEY ARE TO CALL THE POLICE IMMEDIATELY.

Compliance with Fire Safety Regulations

The hirer shall comply in every respect with the Fire Safety Regulations relating to the use of public buildings. Shall not place equipment, furniture, fittings etc. in such a position that restricts paths to exits and exit doors and fire fighting equipment. The hirer shall be fully responsible in ensuring that all persons participating in their function adhere to this condition

Performing Rights (APRA)

In the case of a dramatic or other performance or a concert, the hirer shall not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing rights of any owner of such right or rights and the hirer hereby indemnifies the Committee against any claim for breach of copyright in connection therewith.

INDEMNITY

Hirer to Indemnify Committee

The hirer shall not do or neglect to do or permit to be done or left undone, anything that will affect the Pie Creek Hall Committee's insurance policies relative to fire and public risk in connection with the building and the hirer hereby indemnifies the Committee to the extent that such policies are affected through any such act or commission or omission.

Indemnify

The hirer hereby indemnify the Hall Committee and its servants or agents in relation to any liability arising from any breach by the hirer or their licensees or invitees or any legislation Local or State Law including any liability arising from behaviours as described in condition hereof or any other breach of these conditions.

INSURANCE

Insurance (If Applicable)

The Hirer has obtained and will keep in force Insurance Policies in the name of the Hirer indemnifying the Hirer for liability (whether for negligence or otherwise) with respect to any injuries sustained by any person or any damage suffered by any person upon or within the premises, whether such person be a servant, agent, invitee, Hirer or either the Hirer or the Hall Committee or a trespasser or otherwise.

The Hirer will keep the Hall Committee indemnified against any claims or liability for damage loss or injuries, which may occur to the property or persons entering or using the premises.

The amount of such insurance cover being for claims up to an amount of TEN MILLION DOLLARS (\$10,000,000.00) per occurrence by any one or more of such persons arising out of the one incident or set of circumstances such insurance to be arranged by the Hirer with a reputable insurance company carrying on business in the State of Queensland.

The Hirer will produce upon request to the Hall Committee a Certificate of Currency of insurance cover as described in this clause.

If the Hirer fails to effect or maintain any such insurance as aforesaid the Hall Committee may from time to time at its discretion effect and maintain such insurance and the Hirer will on demand repay to the Hall Committee all sums of money expended by it for that purpose.

GENERAL CONDITIONS

Use of Hall Kitchen

Hirers of the Pie Creek Hall for functions where food is to be provided to the public are required to engage the services of commercial caterers who are licensed by Council. NOTE: Family functions e.g. small weddings are excluded from this requirement where food is prepared by family members (for relatives & friends) who have adequate knowledge of food handling procedures to ensure the protection of food which is prepared on a larger scale.

Care of Crockery, Glass, etc.

All crockery, glassware and cutlery shall be washed and stored and the hirer shall pay for all breakages and losses.

Cleaning of Hall, Kitchen and Surrounds

The hirer shall be fully responsible for restoring the hall; kitchen and surrounds to a clean, hygienic condition including the cleaning of floors and bench tops and fittings.

Rubbish Removal

You are quite welcome to use the committees Bins. However you will need to empty them and render them clean after you have used them

The hirer is responsible for the proper removal of all waste and rubbish including food scraps from the premises and surrounds immediately after the function.

Responsibility for Damage

The hirer shall be responsible for any damage caused to the building, furniture, fittings, apparatus etc, during the occupancy and any costs incurred in the repair or replacement due to such damages will be charged to the hirer.

Removal of Props and Scenery

Hirers of the Hall are required to have props and scenery removed there from no later than the day following the last performance. Failure to vacate the premises within the aforementioned period may result in a storage charge being levied on the hirer.

Protection of Floor – for Static Displays Etc.

When the Hall is hired for the purpose of Static Displays, or any other function of the like. The floor is to be protected by plastic covers, carpet sections or other suitable protective materials provided by the hirer and laid as directed by the committee.

Hall Committee Not Responsible for Articles Lost Damaged or Stolen

The Pie Creek Hall Committee or its servants shall not be liable for any loss or damage sustained by the hirer or any persons, firm or corporation entrusting to or supplying any article or thing to the hirer of any part of the Pie Creek Hall by reasons of such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Committee against any claim by any such person, firm or corporation in respect of any such article or thing.

Breach of Terms and Conditions

THE HIRER ACKNOWLEDGES THAT ANY BREACH OF THESE TERMS AND CONDITIONS SHALL ENTITLE THE HALL COMMITTEE TO TERMINATE THE LICENSEE AND ALL INVITEES AND OTHER PERSONS THAN ARE IN OR ON THE PREMISES SHALL IMMEDIATELY VACATE THE PREMISES AND SHALL NOT RE-ENTER OR GO ONTO THE PREMISES IN THE ABSENCE OF THE HALL COMMITTEE. THE COMMITTEE ALSO MAY RETAIN THE BOND REFERRED TO IN CONDITIONS. THE HIRERS LIABILITY SHALL IN NO WAY BE LIMITED TO THE EXTENT OF THAT BOND.