



# Frolicz Family Hub Venue Hire- Terms and Conditions

Hirer:.....

Date of Hire:.....

Time of Hire:.....

(Including 30minutes prior and after booking for setup and clean)

Price:.....

## 1 Agreement to Terms and Conditions

This terms and conditions will be sent with the initial bond invoice and or at the time of the payment. Payment of the bond denotes the agreement to this terms and conditions.

These Conditions of Hire use the term "Hirer" to refer to:

- 1.1 *if an Application is submitted by a person on his or her own behalf, that person; or*
- 1.2 *if an Application is submitted on behalf of an organisation, club or group of people, the person submitting the Application and that organisation, club or group of people.*

If the Hirer comprises two or more persons or entities, the Agreement for Hire will bind each of them severally and jointly.

## 2 Conditions

In the event that Frolicz is only prepared to accept an Application subject to conditions, Frolicz will specify such conditions to the Hirer the Confirmation email. In such circumstances, an Agreement for Hire will be deemed to come into existence on Frolicz receipt of payment of the Hire Fees by the Hirer.

## 3 Hire Fees

The "Hire Fees" will be set out in the Confirmation email or invoice or specified in this agreement. Any booking made will be considered only tentative until the receipt of the initial security bond by Frolicz Family Hub (Frolicz). Hire Fees must be paid in full 2 weeks prior to the hire or by any other date stipulated in the invoice or agree with Frolicz.

## 4 Security Bond

A "Security Bond" of the amount nominated in the invoice must be paid in full 4 weeks before the hire or by any other date stated in the invoice or within 5 days of the tentative booking is made. Failure to pay the Security Bond by the due date may result in the cancellation of the booking.

The Security Bond will be held as security for any damage to the Venue (including the surrounds of the Venue and any equipment or items at the Venue), for any cleaning arranged by Frolicz if the Venue is left in an unclean condition or for any other breach of the Agreement for Hire. The cost to Frolicz of any damage, cleaning, repair or replacement, or incurred by the Frolicz as a consequence of any breach of the

Agreement for Hire by the Hirer, will be deducted from the Security Bond. Unless Frolicz has had recourse, or proposes to have recourse, to the Security Bond, the Security Bond will be returned by bank transfer within 14 business days after the hire.

Where any provision of these Conditions of Hire permits the Frolicz to retain all or part of the Security Bond in particular circumstances, but the cost of rectifying the circumstances for which the Security Bond may be retained, including, without limitation, making repairs, replacing items or performing cleaning, exceeds the amount of the Security Bond, the difference will be a debt immediately due and payable by the Hirer to Frolicz on issue of a tax invoice by Frolicz to the Hirer.

## 5 Additional Fees

Additional fees will be charged in below circumstances:

- 1. **\$150 beyond the time stated in this agreement for every additional hour with minimum charge for one hour.**
- 2. **\$100 for not re arranging the tables and chairs to the manner which you found or as in the plan provided.**
- 3. **\$200 for not cleaning major spillage or dispose of rubbish properly in the provided dump masters outside the building.**
- 4. **Minimum \$100 for using any equipment in the kitchen other than the microwave, oven, cook top or provided refrigerator.**

## 6 Condition of Venue

The Hirer acknowledges and agrees that, unless the Hirer demonstrates otherwise to the satisfaction of Frolicz, the Venue, and all fixtures, fittings, equipment or items at the Venue, are deemed to be in a good and clean condition and working order at the start of the hire.

## 7 Indemnity

The Hirer agrees to indemnify, keep indemnified and hold harmless the Frolicz, its servants and agents, and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by the Frolicz directly or indirectly as a result of or in relation or in connection with the Hirer's hire of the Venue or use of the Venue.

## 8 Setting Up/Packing Up

The Hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period. All equipment, goods and other items brought into the Venue by the Hirer must be removed from the Venue at the end of the hire.

## 9 Noise Levels/Amplification

All music (live or amplified) must cease by **11.30pm**. Noise levels from any music, amplification and/or public address systems must not exceed 65dBA.

## 10 Access to the Venue and Exiting the Venue

*The booking time stated in this agreement or in the confirmation email must include the time at which the first person will arrive at the Venue to set up and the time that the last person will leave the Venue.* Any unauthorised access is prohibited. The Hirer must ensure that:

- 10.1 all persons attending the Venue must leave in a quiet and orderly manner at the end of the hire;
- 10.2 all persons have left the Venue and the immediate surrounds of the Venue by the time stated in the Confirmation email or, if not stated, by 1:00am; and
- 10.3 upon exiting the Venue, the Venue is locked.

## 11 Cleaning

The Venue must be kept in good order and must be thoroughly cleaned by the time stated in this agreement. The Hirer must leave the Venue in a clean and tidy state and must place all waste material (rubbish and recycling) in the appropriate bin or receptacle.

## 12 Cancellation by Hirer

Where cancellation is received by the Frolicz less than 30 days prior to the hire date, a cancellation fee of \$300 will apply.

## 13 Cancellation by Frolicz

Frolicz may cancel the booking and terminate the Agreement for Hire if the Hirer breaches the Agreement for Hire. Frolicz reserves the right to cancel any booking if the Venue is required for use by the Frolicz. In a case of cancellation by Frolicz, Frolicz will refund the Hire Fees, Security Bond and any other charges to the Hirer. Frolicz shall not be liable to pay any other compensation to the Hirer.

## 14 Hirer's use of Venue

Frolicz grants the Hirer a non-exclusive licence to use the Venue, or such part of the Venue as specified in the email, for the hire period, for the purposes detailed in the email, on the terms set out in the Agreement for Hire (unless the Confirmation Letter specifies different hire details, in which case, the Confirmation Letter shall apply). If the Booking Officer specifies different hire details in the Confirmation email, the Confirmation email will constitute an acceptance of the Application subject to conditions for the purposes of clause 2. The Venue must not be used for any purpose other than the use or purpose stated in the Confirmation email. Frolicz has absolute discretion to prohibit access by the Hirer to any part of the Venue, including, for example, storerooms, kitchens and any portions of the Venue which are being used by a third party. Frolicz staff and contractors shall have access to the Venue at all times. The Hirer agrees that the Frolicz can hire the Venue, or part of the Venue, to another party on the same day, provided that the other hire will not, in the Frolicz's reasonable opinion, interfere with the Hirer's use of the Venue.

**15 No transfer of booking or assignment of Agreement for Hire**

A Hirer cannot assign the right to use the Venue to any other person, without the Frolicz's prior written consent, which may be given subject to such conditions as Frolicz considers appropriate or may be withheld at Frolicz's absolute discretion.

**16 Responsibility and supervision**

The Hirer must remain at the Venue at all times during the hire period and must ensure that all children (under the age of 18) are supervised by parents or guardians at all times. Use of kids play equipment shall adhere to the information provided at the play equipment and Frolicz accept no liability of any injury or loss occurred while within Frolicz premises.

**17 Security**

Hirers are encouraged to engage accredited security personnel for functions. Frolicz may require the Hirer to provide, at the Hirer's cost, accredited security personnel for functions identified as High Risk Functions by Frolicz, as a condition of any hire. Any such requirement will be notified by the Booking Officer at the time booking or specified in the Confirmation email. If the requirement for security personnel is nominated in the Confirmation email, such nomination will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.

**18 Food and Beverages**

**18.1 Alcohol**

Alcohol is prohibited at the Venue, unless Frolicz prior consent. If consent is given, the Hirer must ensure that no alcohol is consumed by persons under 18 years of age, and the Hirer must comply with all liquor licensing requirements.

Alcohol must not be sold at the Venue without the prior written consent of Frolicz. Frolicz may withhold consent for any reason and any consent given can be on any terms Frolicz, in its absolute discretion, considers appropriate. The *Liquor Control Reform Act 1998* requires a temporary limited liquor licence to be held when liquor is either being sold at a function/event or supplied as part of an all-inclusive charge for a function/event. A temporary liquor licence can be obtained by applying to Liquor Licensing Victoria. Please allow up to 8 weeks for the process of obtaining a licence. A liquor licence is not required where alcohol is served free of charge or on a "BYO" basis. Any alcohol served or permitted at the Venue must only be consumed within the confines of the building.

**18.2 Use of Kitchen Equipment**

Cooking is not permitted in the kitchen unless prior permission from Frolicz. Hirer is permitted to use only the oven, cook top and microwave oven to heat food. No other equipment shall not be used without prior approval from Frolicz.

**19 Gambling**

Except as set out in this condition, the Hirer must ensure that no games of chance, in which money is directly or indirectly passed as a prize, are conducted at the Venue. The Hirer may, with the consent of Frolicz, use the Venue for games of bingo, raffles or similar activities, provided that the Hirer has obtained any necessary permits from the

Commission for Gaming Regulation.

**20 Smoking**

Smoking is not permitted within or at the Venue. The Hirer must ensure that, where the Venue will be attended predominantly by underage people, no smoking by any person is permitted at the Venue, including the immediate vicinity of the Venue.

**21 Smoke machines candles, flames and pyrotechnics**

The Hirer must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Venue or on the surrounding land. The Hirer is liable for:

- 21.1 the cost of any attendance by any emergency services at the Venue in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and
- 21.2 any damage to any part of the Venue or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.

**22 Safety**

The Hirer must ensure that:

- 22.1 the capacity of the Venue (as notified in the Hall information sheet) is not exceeded at anytime; and
- 22.2 at all times, exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.

**23 Damage to building, equipment or any item at the Venue**

The Hirer must ensure that the floors, walls or any parts of the Venue are not broken or pierced in any way by any nail, screw or any other means. No audio, electrical or TV installation, decorations, posters, advertisements, flags, shields, emblems or any other thing shall be attached erected, fixed, hung or displayed in or on the Venue, unless approval is given in the Confirmation email. The Hirer is responsible for any damage to the building or any internal part of it caused by any such items.

The Hirer is responsible for any damage to the Venue, including the area surrounding the Venue, fences, fittings, furniture, curtains, equipment, and other property at the Venue, that occurs during the hire period or as a result of, or in connection with, the Hirer's hire of the Venue.

**24 Theft / Loss / Damage**

The Hirer releases, to the fullest extent possible at law, Frolicz from any liability for any loss of, damage to or theft of any property or equipment owned by the Hirer or any third party at the Venue.

**25 Signage**

Any signage displayed at the Venue or anywhere else in relation to the Hirer's use of the Venue, must comply with the Frolicz's Signage Policy.

**26 Indemnity for infringement of copyright and other intellectual property rights**

The Hirer agrees to indemnify, keep indemnified and hold harmless, the Shire against any action, claim, loss, damage, costs (including legal costs, on a full indemnity basis) or any other liability howsoever arising in relation to a breach of any copyright, performance right or any other industrial or intellectual or other protected right, by the Hirer, its invitees or any members of the public in any way in connection with:

- 26.1 the Hirer's hire of or use of the Venue;
- 26.2 any reproduction, recording, performance or adaptation of any musical, literary, or dramatic work in connection with the Hirer's hire or use of the Venue (whether before, during or after) the hire; or
- 26.3 any replication or publication of any work or material in any way connected to the Hirer's hire or use of the Venue or any event or performance held during the hire.

**27 Severance**

If a provision, or part of a provision, in these Conditions of Hire is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of these Conditions of Hire.

**28 Governing Law**

The law of the State of Victoria governs the Agreement for Hire and any legal proceedings or arbitration under the Agreement for Hire.

**29 No Restriction of Frolicz's Powers**

The Agreement for Hire does not fetter or restrict the powers or discretions of Frolicz in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Venue, the hire, the Hirer or Frolicz.

**30 Insurance**

The excess of any insurance claim, including public liability, building and content claim make as a for damage or other incident as result of Hirer's venue booking shall be paid by the Hirer.

Hirer:.....