

St. Patrick's Parish Hall Hire Agreement

Definitions

"Hirer/Applicant" means the person(s) signing the contract. An entity booking the St. Patrick's Parish Hall will jointly be held liable with the person signing the contract.

"Venue" means the area within the St Patrick's Parish Hall being booked for the function.

"Duration" means the time and date of the event including the time needed by the hirer to prepare for the event and clean-up after the event.

"Venue Manager" means the person(s) nominated to manage the operations of the St. Patrick's Parish Hall

"GST" means Goods and Services Tax

"Parish" means St Patrick's Catholic Parish of 515 Smollett Street, Albury. NSW 2640

Terms and Conditions

1. The Hirer/Applicant is required to complete a Hiring Agreement and sign the appropriate declaration.
2. Scheduling events at the Venue all occur via the Parish website and the Parish office after the completion of the booking form on the website
3. The purpose of the event, duration and contact details of the Hirer/Applicant must be provided.
4. There is provision for online payment in the booking process. The booking will be confirmed upon confirmation of payment by the Parish office
5. The Venue Hire Fees and Charges (Venue & Keys Bond) are set out in the Schedule of Fees and Charges attached to this Agreement.
6. A Cleaning and Venue keys Bond (see schedule) is also required during the booking process.
7. All Fees and Charges (bond) as shown in the attached schedule includes GST. The Hirer/Applicant must pay the relevant GST.
8. The full bond (Venue Cleaning & Keys) is refundable upon satisfactory return (Venue cleaned) of the Venue and Keys to the Venue Manager.
9. The Hirer/Applicant must be twenty-one (21) years or older.
10. The Hirer/Applicant must provide the Venue Manager, with evidence in the form of a Certificate of Currency that they hold valid Public Liability Insurance cover of \$10 million which is prudent to the Hire of and confirm with their Insurer their planned use of the Venue. The Hirer/Applicant occupies and uses the Venue at the sole risk of the Hirer/Applicant and completely releases the Parish from and agrees to keep the Parish indemnified against, all claims relating to any death or injury to any person or damage to or loss of property occurring in or near the Venue or related to the /Hirer/ Applicant's use or occupation of the Venue and not caused by the negligence of the Parish.

11. Collection, returning of the keys and the bond is to be arranged with the Venue Manager when making the booking. The Venue Manager will advise the acceptance or non acceptance to the Hirer/Applicant within 5 working days from the receipt of the completed application form.
12. The Duration time for your function set-up is included in the cost. (See the Duration set-up time allowance in the schedule of fees) However, the clean-up time is to be taken into account. Failure to work within the allocated times will result in extra charges.
13. The Hirer/Applicant agrees to abide by the Parish's Principles and Values.
14. The Parish reserves the right to refuse any booking and to cancel a booking already made, at its sole discretion at all times acting reasonably. In the consequence of such a cancellation, the Parish will refund the Hirer/Applicant any monies paid. The Parish will not be liable for any loss, injury or damage or otherwise in consequence of the exercise of any right stated under this agreement, including the right of cancellation.

Cancellations

15. All cancellations should be forwarded to the Parish in writing. If a booking is cancelled four (4) weeks prior to the function, the Parish will refund all fees paid. Less than three (3) weeks 50% of hire fees will be refunded and less than one (1) week, no fees will be refunded

Use of the Venue

16. The Venue will be used only for lawful purposes and in a way that does not disrupt users of adjoining spaces. Noise is to be kept to a reasonable limit and the Hirer/Applicant will not permit behaviour which would cause disturbance or annoyance to adjoining or neighbouring occupiers.
17. The Venue will be hired only for the duration stipulated in the booking form.
18. The Hirer/Applicant must ensure that the number of people attending does not exceed the capacity of the Venue.
19. The people number capacity of the Venue is 300.
20. The Hirer/Applicant will properly clean the Venue, including the kitchens and toilets after use to ensure the Venue is left in a clean and tidy condition. Failure to do so will result in additional charges. The Hirer/Applicant will meet the cost of any damage caused to the Venue or to the furnishings and fittings thereof.
21. Should the Hirer/Applicant require post-event clean-up services, the Venue Manager can have this organised at an additional fee.
22. No tobacco products or any illegal substances are to be brought onto or consumed in the Venue
23. The Hirer/Applicant will make sure that upon leaving the Venue, that it is properly locked and secured (including the kitchen and toilets) and that the windows and doors are closed, and locked and lighting and electrical appliances switched off.
24. The Hirer/Applicant must ensure access is freely available to all stairways, exits, fire escapes and doors at all times. All fire exits must be kept free from any obstruction.

25. The Hirer/Applicant should make themselves aware of the positioning of all fire extinguishers. Fire extinguishers should only be used in case of an emergency.
26. The Venue shall not be assigned or sublet or used for commercial purposes unless the Venue Manager has given prior written approval.

Review of Use

27. Where the Parish has granted permission for a Hirer/Applicant to use the Venue on a regular basis and the Hirer/Applicant fails to use the Venue without prior written notification to the Parish, the Parish reserves the right to revoke its permission for that Hirer/Applicant to use the Venue.

Loss of Property

28. The Parish will not accept any responsibility for any loss of, or damage to any property belonging to the Hirer/Applicant or to any person attending the function, or to any article left in the Venue.

Notification of Incidents, Damage or Injury

29. All incidents, damages to the Venue or any surrounding Parish premises/property or injury to any persons must be notified to the Venue Manager by close of business on the next working day by telephone on 02 6041 2588 or in person at St Patricks Parish Office, 515 Smollett Street, Albury NSW 2640. Notifications must be confirmed in writing.

Sale/Consumption of Liquor on Premises

30. Alcohol shall not be sold at or brought into the Venue unless the Hirer/Applicant at its own expense:
 - a. has obtained prior written consent from the Venue Manager ; and
 - b. has provided a copy of their current liquor permit to the Parish Office at least 2 working days prior to hiring of the Venue.
31. The Hirer/Applicant covenants at all times and in all respects to comply with the Liquor Act 2007 (NSW) and the Liquor Regulation 2018 (NSW).
32. Alcohol is not to be served to persons under the age of 18 years and the responsible sale, supply and service of alcohol and the prevention of intoxication must be observed.
33. The Hirer/Applicant acknowledges that under section 307A of the Crimes Act 1900 (NSW) that it is an offence to provide false, misleading or incomplete information.

Breaching the Terms and Conditions of the St. Patrick's Parish Hall Hire Agreement

34. Failure to abide by the above Terms and Conditions of the St. Patrick's Parish Hall Hire Agreement will be regarded as a breach of the agreement, giving the Parish the right to sue for the recovery of any amount due in respect of such breach and/or to cancel any future bookings. Failure to abide by the Terms and Conditions of the St. Patrick's

Parish Hall Hire Agreement may also result in partial or full loss of payments already made for the hire of the Venue

Governing Law

35. This Agreements Terms and Conditions are governed by the law applying to New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state.

Details & Signed Agreement

Full Name of Hirer/Applicant: _____

Purpose for Venue Booking: _____

Duration: Start Date: / / 2020 Time In: _____ am/pm

 End Date: / / 2020 Time Out: _____ am/pm

Mobile Number: _____

Email: _____

I, _____
_____ being the Hirer/Applicant of the Venue, have read, understood and accept the Terms and Conditions of the St. Patrick's Parish Hall Hire Agreement as set out in this document.

Sign: _____

Date: _____

I, _____
_____ being the Venue Manager of the Venue, have reviewed the above submission and accept/reject this application.

Sign: _____

Date: _____

Schedule of Fees & Bonds

Type of Booking	Fee	Bond	Total
Meeting	\$110.00 per day (includes 1 hour for set-up)	\$165.00 (Cleaning \$110 Keys \$55.00)	\$275.00
Disco / Dance	\$275.00 per day (includes 3 hours for set-up)	\$385.00 (Cleaning \$330 Keys \$55.00)	\$660.00
Birthday Party	\$330.00 per day (includes 4 hours for set-up)	\$385.00 (Cleaning \$330 Keys \$55.00)	\$715.00
Wedding Reception	\$385.00 per day (includes 4 hours for set-up)	\$385.00 (Cleaning \$330 Keys \$55.00)	\$770.00
Supper/Meeting Room (next to kitchen)	\$55.00 per 1/2 Day (\$110.00 for full day)	\$55.00 (Cleaning/ Keys \$55.00)	\$110.00

All the above written fees & charges (bond) include GST.