



Terms & Conditions - Point Samson Community Hall

Location: Barker Terrace, Point Samson, 6720

Email: hallbookings@psca.org.au

Website: www.pzca.org.au

Booking Officer: PSCA Committee ABN: 65 057 935 761

TERMS & CONDITIONS

The use of the Point Samson Community Hall (the facility) is permitted by the Point Samson Community Association (PSCA) on the understanding that the following rules are adhered to at all times. If a Hirer breaches the Conditions of Use, the hire may be cancelled with no notice period and without refunding any payments made.

Terms of Hire

1. These terms of hire are between the PSCA and the applicant as stated above (the Hirer) in Section 1 of the Hire Application part of this form.
2. Hire is for the period stated above (the Hire Period) in Section 2 of the Hire Application part of this form.
3. Hire is subject to approval by the PSCA. Once the Hire Application Form is signed the Hirer is automatically bound by all terms and conditions of usage of the facility.
4. The person signing the Hire Application Form (the Hirer), is personally responsible for ensuring that all terms and conditions are adhered to, unless the application is signed on behalf of an organisation, in which case that organisation shall be the Hirer and shall be jointly and severally liable under these conditions with the person who signs the form.
5. The designated capacity of the facility is a maximum of 90 of people.

Fees and Bond

6. Bond is as stated above in Section 5 of the Hire Application part of this form.
7. Hire fees and bond are required to be paid one (1) week prior to the Hire Period by Direct Deposit. The Hirer must provide the PSCA with a remittance advice confirming payment has been made, prior to the Hire Period.
8. Bond shall be fully refunded in the event that the facility is left in the condition in which it was hired, providing no damage occurs to the facility and no extra maintenance or cleaning is required.
9. The bond may be applied against any amounts payable by the Hirer under these terms, with any bond not applied being returned to the Hirer within 14 days of the end of the Hire Period.
10. A lost key will incur the cost of replacing both locks and keys. This will be deducted from the bond.

Cancellation of Hire

11. Should the Hirer have to cancel a confirmed booking, the PSCA Hall Bookings Officer should be informed immediately and all cancellations should be confirmed in writing. The PSCA Hall Booking officers email is hallbookings@psca.org.au.
12. For cancellations of a confirmed booking 48 hours to 24 hours prior to the date of the hall booking a 50% charge of all hire fees will incur.
13. For cancellations of a confirmed booking 24 hours or less prior to the date of the hall booking a 100% charge of all hire fees will incur.
14. The PSCA, in extreme and unavoidable circumstances, reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fees or bonds which has been paid will be refunded to the Hirer. The PSCA shall not be held liable nor be required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

Obligations of the Hirer

15. The Hirer shall not use the facility for any purpose other than that purpose declared in section 2 on this application form.
16. The Hirer is responsible for participants or persons associated with the Hirer attending the facility during the Hire Period (Associated Users).

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17. The Hirer is responsible for keeping accurate records of Associated Users' attendance and ensure all Associated Users have registered for COVID tracing either via displayed QR codes or written contact register.
18. Ensure all Associated Users are aware of evacuation procedures in case of emergency, or if the facility must be evacuated for any other reason.
19. The Hirer is responsible for the actions and behaviour of the Associated Users during the Hire Period. The Hirer shall ensure that each person using the facility maintains a reasonable standard of behaviour.
20. The Hirer is responsible for ensuring that all Associated Users are aware that they are solely responsible for the security of their personal property. If tickets are issued for any event, this statement should be printed on the ticket.
21. The Hirer is responsible for ensuring that any necessary licenses or permits are obtained for any event held on the facility, that copies of all licenses or permits that have been applied for or obtained are submitted to the PSCA Hall Bookings Officer prior to the Hire Period and that said licenses or permits are strictly adhered to, including but not limited to, licenses for any work in which a copyright subsists and which is performed on the facility during the period of hire.
22. The Hirer is responsible for ensuring that nothing is permitted which is disorderly or unlawful in connection with the use of the facility. The Hirer must not permit anything to be done on the facility or any part thereof which may be or become a nuisance or annoyance to the surrounding neighbours. The Hirer must not permit any unauthorised persons to enter the facility.
23. The Hirer shall organise any necessary insurances to cover all foreseeable risks, and shall provide the details of such insurance to the PSCA Hall Bookings Officer, including but not limited to, Public Liability Insurance.
24. The Hirer will adhere to all applicable fire, health and safety regulations.
25. The Hirer will adhere to all applicable kitchen and food standard regulations.
26. The Hirer is responsible for ensuring all rubbish has been collected and deposited in the external bins (located to the right side of the building) at the end of the Hire Period.
27. The Hirer is responsible for ensuring that all lights and equipment are switched OFF and all doors are LOCKED at the end of the Hire Period. The air conditioner is to be switched OFF at the end of the Hire Period.
28. The Hirer must maintain safe entry and exit from the facility and provide and maintain clear access for emergency vehicles and service vehicles.
29. The Hirer shall not use or enter the facility or any part thereof at any time other than during the Hire Period, except with the prior permission of the PSCA.
30. The Hirer shall not sub-let the facility or any part thereof, except with prior written approval of the PSCA.
31. The Hirer is responsible for ensuring that any part of the facility (indoors or external) used during the Hire Period are left in the condition in which they were found and are maintained in a safe condition during the hire. Failure to comply with this means the Hirer will be charged an amount, taken from the bond or invoiced after the Hire Period, to cover costs of any repairs or cleaning required.

General Conditions of Hire

32. The PSCA retains the right of access to all parts of the facility during the Hire Period and the Hirer shall not obstruct or interfere with this right.
33. The PSCA retains the right to request alteration to the setup of any function to comply with fire, health and safety regulations.
34. Hirers may be permitted to hold a key to enable access to the hired areas of the facility outside of Hire Period hours, subject to the authorisation of the PSCA and the payment of the bond. In such event, the Hirer will be responsible for the locking and unlocking of the facility during the Hire Period.
35. Alterations or additions are not permitted to be made to the equipment, electrical installations, heating or lighting settings at the facility, except with the prior written permission of the PSCA. Any such authorised alterations or additions shall be carried out in accordance with the directions and to the satisfaction of the PSCA and shall be reinstated at the expense of the Hirer to the satisfaction of the PSCA.
36. Furniture or equipment are not permitted to be used by the Hirer, outside of that which was applied for above in Section 2 of the Hire Application part of this form, except with the prior permission of the PSCA.

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37. Furniture, including chairs, are not permitted to be removed off the premises, except with the prior permission of the PSCA. Any movement of furniture required must be carried out in accordance with the directions and to the satisfaction of the PSCA.
38. Bolts, nails, tacks, screws, pins, or any other like objects are not permitted to be driven into any part of the facility, except with the prior written permission of the PSCA.
39. Advertising is not permitted to be placed in any area of the facility, except with the prior permission of the PSCA.
40. Persons under the age of 16 years are not permitted on the facility without adequate adult care and supervision.
41. Animals are not permitted into the facility, except with the prior permission of the PSCA.
42. Smoking is not permitted at the facility.
43. Highly flammable materials are not permitted at the facility.

Loss, Damage or Injury

44. Any structural damage or problems are to be immediately reported to the PSCA Hall Booking Officer.
45. Any notable damage is to be reported to the PSCA Hall Booking Officer at the commencement of the Hire Period, otherwise it will be deemed that this damage occurred during the Hire Period.
46. All PSCA property, belongings or equipment is to be left in good condition at the facility and any loss or damage is to be immediately reported to the PSCA Hall Booking Officer.
47. The Hirer is responsible for the cost of repairing or replacing any breakage, damage or loss to PSCA property belongings, equipment or facilities which occurs during the Hire Period.
48. The PSCA accepts no responsibility for any loss of, or damage to, any property, belongings or equipment owned by the Hirer or Associated Users. Property shall be brought on to the facility at the sole risk of the owner.
49. All property of the Hirer and the Associated Users must be removed from the facility promptly after the Hire Period, except with the prior permission of the PSCA. Any unauthorised property left at the facility may incur an additional fee for each day or part thereof until the property is removed. Any unauthorised property left at the facility may be disposed of after 30 days.
50. The Hirer is responsible for informing the PSCA Hall Booking Officer of any incident, injury or loss sustained by any person on the facility during the Hire Period. This information must be presented in writing to the PSCA Hall Booking Officer within 24 hours of the incident. Any further information required by the PSCA must be made available on request.

Emergency Procedure

51. In the event of an emergency the Hirer shall follow the Emergency Plan that is displayed in the facility. This plan shows the location of fire extinguishers and exits, the evacuation routes and the muster point.

Cyclone Procedures

52. Upon a Yellow Cyclone Alert being called, the hire shall be cancelled and the facility closed.
53. The facility shall remain closed until such time as the 'All clear with caution' being given and the facilities have been deemed safe for use.

Indemnity

54. The Hirer agrees to use the facility at their own risk and, to the full extent permitted by law, hereby releases and waives any right to make a claim against the PSCA for loss, theft, cost, expense, damage, death, accident or injury arising directly or indirectly from the Hirer's use of the facility.
55. To the full extent permitted by law, the Hirer releases, discharges and indemnifies the PSCA against all claims, demands, actions, proceedings or expenses whatsoever arising out of or in connection to the hiring of the facility, including but not limited to:
 - any loss, damage, death, accident or injury to property or person occurring within any part of the facility caused or contributed by the negligence of the Hirer or Associated Users, by reason of use of the facility;
 - the negligent use or misuse of any equipment, services or facilities within or on the facility by the Hirer or Associated Users;
 - any loss due to any breakdown of machinery, failure of the supply of electricity, water leakage, fire, government restriction or Act of God, which may cause the facility to be closed;
 - all costs, claims and demands which may be made against the PSCA for any infringement of copyright.

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56. To the full extent permitted by law, the PSCA disclaims all liability for and does not give any warranties to the Hirer as to the condition of the facility, equipment or services.

57. The indemnities contained in this document do not apply when the loss, damage, death, accident or injury was solely caused by the wilful or negligent act or omission of a PSCA Committee member.

Governing Law

58. This agreement is governed by the laws of the State or Territory where the agreement is made and both the PSCA and the Hirer submit to the exclusive jurisdiction of the Court of that State or Territory.

Disputes

59. Both the PSCA and the Hirer agree that any disputes arising from the hire (except in regard to payment of fees or charges) shall be negotiated with a view to settlement before litigation is pursued.

Privacy Policy

60. The PSCA will comply with the National Privacy Principles in all dealings with the Hirer.

Breach of Terms and Conditions

61. Failure to comply with these terms and conditions in any way will be regarded as a breach of agreement.

62. The PSCA reserves the right not to approve any hire request due to any breach of agreement.

63. The PSCA reserves the right to cancel a hire at any time, and/or to cancel any permission for further use by the Hirer, due to any breach of agreement. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use. The PSCA reserves the right to sue for recovery of any amount due.

64. Should activities be carried out which are not in accordance with those stated on the Hire Application Form, this will be regarded as a breach of agreement and the activity will be closed down immediately. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use. The PSCA reserves the right to sue for recovery of any amount due.

I have read, understand and agree to adhere to all terms & conditions of hire of the Point Samson Community Hall as stated above.

Signature: _____ Date: _____

Applicants Name (As stated on Hall Hire Application Form): _____

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