

Fish Creek Memorial Hall - Hire Agreement

Contact Details		
Contact Name		Date:
Organisation Name		
Address		
Phone Contact		
Email Address		
Event Details		
Event Name		
Approx. Numbers		
Requirements	<div style="display: flex; flex-direction: column; gap: 10px;"> <div><input type="checkbox"/> Main Hall 15m x 10m</div> <div><input type="checkbox"/> Supper Room 10m x 7.5m</div> <div><input type="checkbox"/> Stage</div> <div><input type="checkbox"/> Grand Piano (see addendum)</div> <div><input type="checkbox"/> Whole Facility</div> <div><input type="checkbox"/> Kitchen (for meals catering)</div> </div> <p>General use of kitchen and toilets is included in the Hire Fee. (NB: kitchen may be shared and access to toilets is from the Main Hall)</p>	
Start Date & Time	(inc. time for set-up)	
End Date & Time	(inc. time for pack-up)	
Signed Acceptance - Hirer		
<ul style="list-style-type: none"> I have read, understand and accept the terms and conditions of this Hire Agreement, which includes this schedule and the following Terms and Conditions of Venue Hire ("T&Cs") and the Grand Piano Addendum (if applicable); I understand that the booking is not confirmed until any required deposit is paid, and written confirmation is received from a Hall representative; and I will ensure that all organisers, guests, performers and service providers entering the venue are aware of the T&Cs and that any damages will be repaired by FCMHA at a cost to the hirer. 		
Hirer's Name and signature:		Date:
Signed Acceptance of Booking by FCMHA		
Signed for the Fish Creek Memorial Hall Assoc.:		Date:

Fish Creek Memorial Hall - Hire Agreement

Terms and Conditions

1. Hire Agreement

- (a) The schedule and these standard terms and conditions form the Hire Agreement ("Agreement") between the Fish Creek Memorial Hall Association Inc ("FCMHA") and the Hirer.
- (b) No other terms and conditions or other documents are relevant unless expressly acknowledged and referenced in and attached to this Agreement.
- (c) The Hirer agrees to hire the Venue, Facilities and/or any Equipment on the terms and conditions of this Agreement (and any addendum to this Agreement), and the payment for such hire, and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgement and acceptance by the Hirer of these terms and conditions.

2. Hire Fees

- (a) The Hire Fee includes use of the room/s hired, car park area, electricity, use of toilets, kitchen facilities, crockery, cutlery, glassware, use of air heating and cooling and use of all available tables and chairs.
- (b) The Hire Fee does not include use of the Grand Piano ("GP") unless indicated on this Agreement which then includes the GP Addendum. The hire of the GP will be a separate item on the invoice.
- (c) The Hirer must pay the Hire Fee specified for hire of the Venue, Facilities and/or Equipment by the Date/s for Payment. All invoices are due within 7 days of the invoice date.
- (d) FCMHA expressly reserves the right to review its fees and charges and shall not be liable in any way for loss or damage incurred due to the exercise of this right. However, once a booking is made and confirmed, no revision to Hire Fee will occur unless the conditions of hire are altered.

3. Hirer's Obligations

The Hirer agrees:

- (a) to comply with all applicable laws, including health and safety regulations, any public health orders in place at the time of the Hirer's event, liquor licensing laws and fire regulations;
- (b) to comply with any directions and/or general Venue use information provided by FCMHA;
- (c) to not admit attendees in excess of the agreed amount without prior consent of FCMHA;
- (d) to be responsible for the conduct and behaviour of all employees, agents, and invitees of the Hirer;
- (e) not to block any exits, nor access to fire equipment, during the course of the hire;
- (f) that no nails, screws, adhesives nor other fastenings, temporary or permanent, will be driven into or attached to the walls, doors, floors, furniture, fittings nor any FCMHA-owned equipment;

- (g) to leave the Venue in clean condition. Failure to do so will incur additional charges;
- (h) further to clause 3 (g), all furniture must be re-stacked and returned to the appropriate storage area, in good order; used crockery etc must be cleaned, dried and put away; floors must be swept, (and washed if spills occur) and bench tops wiped. Please also ensure all lights and appliances are switched off;
- (i) to be responsible for the cost of making good any damage or loss caused to the objects, building, furniture, fittings and equipment arising from and/or during the course of the Hirer's Event;
- (j) not to carry on any activity at the Venue which is dangerous, noxious, offensive, illegal, noisy or objectionable;
- (k) not to allow the Venue to be used for any purpose other than that for which it is designed and to which FCMHA has agreed;
- (l) to vacate the Venue at the conclusion of the agreed hire time set out in this Agreement. Any extension of time or failure to vacate the Venue at the agreed time shall incur an additional fee based on the hourly rate;
- (m) not to bring into the Venue any heavy equipment or machinery without the prior written consent of FCMHA;
- (n) to remove from the Venue all equipment brought by the Hirer into the Venue and make good any damage to the Venue caused by the removal of same;
- (o) The Hirer must provide FCMHA with at least 48 notice in the event of a cancellation; and
- (p) this Agreement is non-transferable and no sub-letting is permissible.

4. Provision of Services

- (a) FCMHA will provide the Venue and its facilities in a clean and tidy condition for any booked event.
- (b) The Hirer is responsible for the provision of any catering, security and cleaning required for their event.
- (c) The Hirer is responsible for the provision of any sound, electrical and/or lighting requirements beyond those provided by FCMHA. Interference with, or alteration of any of the electrical installations, lighting or sound systems, or any other property, is prohibited.
- (d) It is the responsibility of the Hirer to ensure that any Hirer-provided technical equipment is compatible with systems at the Venue.

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5. Service of Alcohol

- (a) The Venue is not a licensed venue.
- (b) If alcohol is to be sold at the Venue, or provided free of charge at the event, with an "all inclusive" charge made at the door, the Hirer must hold both a Temporary Limited Licence and Responsible Service of Alcohol certification.
- (c) It is the responsibility of the Hirer to ascertain these requirements for their event.

6. Shared Facility

- (a) The Hirer acknowledges that FCMH premises have two rooms available for hire, and only one kitchen, and that the toilets needs must be accessed from only one of the rooms (the Main Hall). Although efforts are made not to have bookings in both rooms at the same time, the Hirer also acknowledges that there may, on occasion, be other events or meetings being held at the Venue.
- (b) The Venue Hire Agreement details the booked area and the Hirer's event does not provide access to other areas and the Hirer should not interfere with other Hirers booked area.
- (c) FCMHA holds sole discretion on any bookings taken.

7. Liability

- (a) Any goods, properties or materials brought into the Venue by or on behalf of the Hirer are the responsibility of the Hirer. FCMHA accepts no responsibility for damage or loss of goods or materials left at the Venue prior to, during or after the Hirer's event.
- (b) All deliveries or collections for events must be arranged with and approved by FCMHA prior to any delivery or collection.
- (c) In no event shall FCMHA be liable for loss of profit or consequential damages, whether based on breach of contract, warranty, or otherwise.
- (d) It is the Hirer's responsibility to investigate any insurance requirements for their event.

8. Termination

- (a) Each party reserves the right to terminate this Agreement.

- (b) Cancellation of an event by the Hirer requires 48 hours notice to the FCMHA.
- (c) FCMHA will give all possible notice of any requirement to adjust dates, terminate this agreement or cancel a booking.

9. Force Majeure

- (a) Performance of this Agreement is contingent upon the ability of FCMHA to complete the same; and
- (b) FCMHA will not be liable to the Hirer for any failure to provide the Venue or any of the services herein due to causes which are beyond the reasonable control of FCMHA.

10. Warranty

- (a) FCMHA gives no warranty that the Venue or any of its facilities, equipment or services will be suitable for the purpose for which the Venue is intended to be used by the Hirer; and
- (b) the Hirer agrees that it will satisfy itself as to these matters.
- (c) FCMHA will not be liable to the Hirer for any loss suffered by the Hirer as a consequence of the Venue or the facilities, equipment or services not being adequate for the Hirer's purposes.

11. Law

- (a) This Agreement shall be governed by the laws of the State of Victoria and that of the Commonwealth of Australia; and
- (b) the parties hereto agree to submit to the respective relevant jurisdiction.

FCMHA Bookings Liaison Only

- ☐ "TBC booking" entered in FCMH website Bookings Calendar
- ☐ Booking confirmed/signed Hire Agreement
- ☐ Bond required
- ☐ Invoiced
- ☐ Deposit required/paid
- ☐ Bond paid
- ☐ Bookings Calendar updated to "Booked"

Notes:

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GRAND PIANO ADDENDUM

This Addendum forms part of the FCMH Hire Agreement whenever the hire includes use of the Hall's Yamaha C6 Grand Piano ("GP"); as indicated on page 1 of the Hire Agreement.

1. The Hirer agrees to pay an upfront refundable deposit.
2. A booking which includes the hire of the GP will not be deemed confirmed until the deposit is paid.
3. The GP will incur an hire fee per event, additional to the hire outlined in the main Hire Agreement.
4. FCMHA warrants that the GP will be provided in a well-maintained condition, including recent tuning and an adjustable piano stool and light.
5. The Hirer agrees to be responsible for the care of the piano during the term of the booking and will have a duty of care to ensure that the pianist and any crew will adhere to the Care Instructions provided.
6. The Hirer warrants that any issues, damage or other concern will be immediately reported in writing to FCMHA via email to fishyhall3959@gmail.com detailing the exact nature of any issue or damage or concern.
7. FCMHA agrees to provide early access to the GP for the pianist, for the purpose of familiarisation of the instrument. Such access will be provided around any bookings by other hirers and is at the discretion of FCMHA.
8. The Hirer will sign and date this Addendum as well as the Hire Agreement, indicating agreement with these additional terms and conditions around the hire of the GP.

Signed Acceptance - Hirer		
<ul style="list-style-type: none">• I have read, understand and accept the terms and conditions of this Grand Piano Addendum, and• I understand that the GP booking is not confirmed until the refundable deposit is paid, and written confirmation is received from a Hall representative.		
Hirer's Name and signature:		Date: