



**COOLBINIA
BOMBERS JFC**

Venue Hire Agreement Coolbinia Bombers Clubrooms

Parties

This Venue Hire Agreement (**Agreement**) is between:

COOLBINIA BOMBERS JUNIOR FOOTBALL CLUB INC (ABN 61 361 629 275) of Bradford Street, Coolbinia WA 6050 (**Licensor**)

AND The Hirer whose details are set out below (**Hirer**)

Details of hire

Name of Hirer

Address:

Contact details:

Name of Person

Phone Email

Description of venue to be hired (Venue): Coolbinia Bombers JFC Clubrooms, Bradford St, Coolbinia WA 6050

Purpose of hire

Date of hire : **Time**.....am/pm to am/pm

Will Alcohol be served or consumed during this event ? (Yes / No)

Are you a current Member of the Coolbinia Bombers JFC? (Yes / No)

Casual Minor event Hire: (e.g Children's Birthdays, Fitness classes, Club Meetings \$38 (\$19 per hour 2 hour minimum) – Venue to be left neat and tidy inc. Vacuum of floors and Mop if necessary.

Community Function Fee: \$250 (Events over 4 hour duration inc. setup / packdown time) (includes a compulsory Standard Cleaning Fee - Hirers are expected to pack away leaving the venue in a clean and tidy state. All rubbish from within and around the premises to be removed by the hirer)

Commercial Function Fee inc. events Serving Alcohol: \$400 (includes a compulsory Standard Cleaning Fee - Hirers are expected to pack away leaving the venue in a clean and tidy state. All rubbish from within and around the premises to be removed by the hirer)

The hirer agrees to comply with all Legal and Council requirements including Strictly No amplified music or Entertainment after 12am (Midnight)

Security Bond: \$300 (Standard)

Security Bond \$500 (Commercial events and events including consumption of Alcohol)

Security Bond:

I understand in the event of damage / theft or any other problems arising from the hire of the premises that my Security Bond may be forfeited and charged to the Credit Card below.

Name on Card: _____

Card Number: _____ **Expiry** _____

3 Digit CVC Securit Number: _____ **Card Type** (Visa / Mastercard)

Signature of Cardholder : _____ **Date:** _____

Hire Fees:

Cheque or Cash enclosed

Please Debit the Credit Card listed above

COMPLETED APPLICATIONS TO BE FORWARDED TO THE CBJFC SOCIAL COORDINATOR

- social@bombersjfc.asn.au
- Phone: 0413 333 837

Conditions of hire

1. Grant of Licence

- (a) In consideration of the Hirer paying the Hire Fee to the Licensor, the Licensor grants to the Hirer the right to occupy the Venue on the date and time set out and for the purpose stated in the Details of hire.
- (b) The rights granted to the Hirer are in the nature of a licence only and nothing in this Agreement grants to the Hirer any tenancy or the right to exclusive possession or occupation of the Venue.

2. Fees

- (a) The Hirer must pay the Hire Fee and Security Bond in full prior to the Date for Payment.
- (b) If the Hirer does not comply with 2(a), the Licensor may cancel the booking and allocate the Venue to another person.
- (c) Where the Licensor provides other services to the Hirer in association with the Hire, the Hirer shall be invoiced by the Licensor for such services separately and must pay such invoice within seven days of receipt of each invoice.

3. Security Bond

- (a) The Licensor may apply the Security Bond to the costs incurred by the Licensor in returning the Venue to its pre-hire state. If those costs exceed the Security Bond, the Hirer must pay any additional amount the Licensor incurs.
- (b) The Licensor will return the Security Bond, or as much of it remains after deductions under this clause, within 7 days following the Date of hire.

4. Indemnity

The Hirer must indemnify the Licensor for any injury, loss or damage arising out of the use of the Venue and the conduct of the Hirer, its employees, agents, invitees, or persons under the supervision or control of the Hirer (including damage to the Venue or its facilities) except where such injury, loss or damage arises by reason of an act or omission of the Licensor, its employees or agents.

5. Hirer's covenants

5.1 The Hirer must:

- (a) vacate the Venue at the conclusion of the hire time as set out in the Details of hire;
- (b) ensure there is no smoking in the Venue;
- (c) ensure that all keys and passes relating to the Venue given to the Hirer are not duplicated and are returned to the Licensor within 1 day following the Date of hire;
- (d) immediately notify the Licensor if the Hirer becomes aware of any damage or loss to the Venue, its facilities, equipment or any injury to any person in the Venue;
- (e) properly supervise any persons under the direction or control of the Hirer;
- (f) remove from the Venue all equipment brought by the Hirer onto the Venue and make good any damage to the Venue caused by the removal;
- (g) be responsible for the conduct and behaviour of all employees, agents and invitees of the Hirer; and
- (h) comply with any general venue use information (not inconsistent with this Agreement) provided by the Licensor to the Hirer.

5.2 The Hirer must not:

- (a) Alter or add to the structure, fittings, facilities, or equipment of the Venue or perform any work affecting the Venue's air conditioning, electrical or other facilities.
- (b) carry on any activity at the Venue which is dangerous, noxious, offensive, illegal, noisy or objectionable;
- (c) allow the Venue to be used for any purpose other than that for which it is designed; and

- (d) bring into the Venue any heavy equipment or machinery without the prior written consent of the Licensor.

6. Liability of the Licensor

- (a) The Licensor shall not be liable to the Hirer or its employees, agents or invitees for any loss of life, personal injury or damage to or loss of property which may be suffered or incurred arising out of the use of the Venue by the Hirer or the conduct of the function for which the Venue is hired, unless caused by the negligent act or omission of the Licensor.
- (b) In no event shall the Licensor be liable for loss of profit or consequential damages, whether based on breach of contract, warranty or otherwise.
- (c) The Hirer uses the Venue at its sole risk and is responsible for anything done in or to the Venue by its employees, agents or invitees.
- (d) The Licensor may enter the Venue at any time during the Hire Period and may refuse admission to, or cause to be removed from the Venue, any person whose behaviour is objectionable, improper, or undesirable.

7. Termination

The Licensor may terminate this Agreement immediately upon giving notice to the Hirer if:

- (a) the Hirer breaches any material provision of this Agreement;
- (b) the Hirer substantially alters the purpose for which the Venue is hired without the prior written consent of the Licensor; or
- (c) the Licensor becomes aware of conditions under which the holding of the function for which the Venue is hired could jeopardize public safety or order or involve an unacceptable risk of personal injury or damage to the property.

8. Force majeure

Performance of this Agreement is contingent upon the ability of the Licensor to complete the same and the Licensor 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 the Licensor.

9. Warranty

The Licensor gives no warranty that the Venue will be suitable for the purpose for which the Venue is intended to be hired by the Hirer and the Licensor will not be liable to the Hirer for any loss suffered by the Hirer as a consequence of the Venue proving not to be adequate for the Hirer's purposes. The Hirer acknowledges it has had the opportunity to inspect the Venue and the equipment supplied with the Venue.

10. Law

This Agreement shall be governed by the laws of the State of Western Australia and the Commonwealth of Australia and the parties agree to submit to the jurisdiction of that Western Australia and the Commonwealth respectively.

Executed as an Agreement

Dated

SIGNED for and on behalf of the Licensor by an }
authorised person

Date:

SIGNED for and on behalf of the Hirer by an }
authorised person

Date