

Macleay Island Progress Association Inc.

Terms & Conditions of Hall Hire effective 15 November 2019

Macleay Island Progress Association Inc. (MIPA) advances the interests of the rate payers, residents and organisations of Macleay Island. Funds generated from hiring are used to maintain the hall and further the aims of MIPA. We hope you have an enjoyable experience at the hall.

Insurance: The Association carries appropriate public liability insurance to cover risk related to the hall and grounds and facilities. Hirers should be aware that they are wholly responsible for ensuring the good conduct and safety of any activities undertaken during the period of hire. Those undertaking business activities must consider their need for appropriate liability cover.

Mishap or Injury: MIPA accepts no responsibility for mishap or injury suffered by any person or thing on the premises during the period of hire.

Adult Hirer/custodian: The Hirer shall be a responsible adult person and will provide proof of age and identity. The Hirer shall be present at all times for which the premises are hired and shall be responsible for the conduct, safety and well-being of all persons on the premises during the period of hire. The Hirer shall ensure that the premises are used in a proper and orderly and lawful manner. The Hirer shall indemnify the MIPA against any action taken as a result of unlawful or unlicensed use.

Noise & behaviour expectations: It is the Hirer's responsibility to have removed, by all reasonable means, any unruly or uninvited guest/s including by summoning the Police if necessary. The Hirer shall ensure that all reasonable measures are taken to ensure residents of neighbouring properties are not disturbed by excessive noise or activities.

Loss and Damage: The Hirer shall be responsible for any loss or damage of whatever nature to the building, its fixtures, fittings, equipment, contents and surrounds caused by any person on the premises during the period of hire and guarantees to recompense MIPA to the full extent of the cost of the resulting repairs and/or replacement. All equipment bought into the hall must be removed at the end of the hire period. Any person delivering equipment or services on behalf of the Hirer is the responsibility of the Hirer, any damage caused as a result is deemed to be caused by the Hirer. MIPA is not responsible in any way for any loss or damages occasioned by the Hirer through accident or failure of plant or loss of services to the hall. Any equipment and property left or stored on MIPA premises is done entirely at the owner's risk and MIPA is not liable for any damage, loss or theft howsoever arising from such storage.

Smoking: The Hirer shall ensure that there is NO SMOKING in the hall.

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Emergencies: The Hirer shall acquaint themselves with the location of Emergency Exits, and firefighting equipment and in the event of a fire or other emergency, shall attend to the safety of attendees, promptly summon the necessary authorities and take all reasonable steps to contain any fire or emergency. The Hirer is responsible for inducting their group in Emergency Procedures including Evacuation Procedures and the local of Emergency Exits.

First Aid: The Hirer shall acquaint themselves with the location and contents of the Hall's First Aid Kit, and we advise to provide your own First Aid Kit to ensure you meet the needs of the activities.

Cleaning & Vacating: The Hirer is responsible for the cleaning and tidying of the premises and immediate surrounds, including removal of all bottles, packaging and food waste. Please return the hall to the state in which hired, by the end of the hire period. Tables and chairs are to be stacked on trolleys and returned to their proper place. Cleaning charges may be deducted from the Security Bond if the property is not in a tidy state.

Key: Prior to commencement of the hire period the hirer will be given an access code to access the keys from the key safe at the front of the hall. Please ensure the key is returned and the container locked on departure.

Decorations: If you wish to decorate the hall please take reasonable care not to leave marks or damage to ensure no deduction from your bond is necessary.

Indemnity: The Hirer and the Macleay Island Progress Association Inc. (MIPA) agree as follows:

The Hirer will use and occupy the premises at the risk of the Hirer and the Hirer releases MIPA, it's officers, agents and contractors from all actions, claims and demands of every kind resulting from:

1. any accident, loss, damage or injury to any person or property occurring on the premises whilst occupied or used by the Hirer or by any property servant or agent of the Hirer;
2. any loss or damage suffered by any person or persons arising out of the exercise by MIPA and its Officer(s), agent of any right or discretion pursuant to the Hire Agreement.
3. any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by MIPA pursuant to the Hire Agreement.

Disputes: In the event of any dispute or difference arising as to the interpretation of the Hire Agreement or as to the meaning of any of the terms and conditions, the decision of MIPA Management Committee shall be final and conclusive.