



MACLEAY ISLAND PROGRESS ASSOCIATION Inc.

ABN 57 220 579 540

Terms & Conditions of Hall Hire

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.

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Insurance: The Association carries appropriate public liability insurance to cover risks 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.

All registered organisations, businesses and incorporated associations are required to hold Public Liability Insurance for at least \$20 million at the time of hire, with a territorial limit covering the Space, to protect your organisation and/or its members against claims and subsequent legal action for recovery of any damages. Product Liability Insurance may also be required depending on the nature of the booking. A copy of the Certificate of Currency must be provided before a booking will be confirmed. It is the Hirer's responsibility to ensure Public Liability Insurance is maintained and current at the time of hire.

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 wellbeing of all persons on the premises during the period of hire. The Hirer shall



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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

Cleaning Fee

If your booking includes consumption of food and/or drink, a cleaning fee of \$250 will apply. Please note, this fee is non-negotiable and is not eligible for discount or refund.

If your booking does not include the consumption of food and/or drink, please note that if the hall is not left in a clean and tidy state, Cleaning Charges will be deducted from the Security Bond as per above.

Commercial Vendors

If you have arranged or plan to arrange a commercial vendor to provide a service at the hall, we will require a copy of their Public Liability Insurance Certificate of Currency valid for the booking date and for a sum insured of \$20 million (examples include caterer or entertainer etc.)

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 neighboring 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.



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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.

It is the Hirer's responsibility to inspect and approve the booked Facility and its associated Equipment as being undamaged and safe to use for the activity. If the Hirer identifies damage or considers it unsafe, they must immediately notify the Association and/or take photos with time and date. Use of the Facility and Equipment is deemed to be an acknowledgement that the Facility and Equipment is/are undamaged, fit and proper for the intended use and acceptance that all liability associated with the use rests with the Hirer.

Smoking: The Hirer shall ensure that there is NO SMOKING in the hall, or within 5 metres of the building.

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.



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Cleaning & Vacating: The Hirer is responsible for the cleaning and tidying of the premises and immediate surrounds, by returning the hall to the state in which hired, by the end of the hire period. This includes ensuring:

- Disposal of all bottles, packaging and food waste into correct bins.
- That no food or drink items are left in the freezer or fridge.
- Tables and chairs are to be stacked and returned to their proper place.
- That all crockery/cutlery etc is put back into the position it was taken from.
- Dishwasher is drained & unstacked and all items removed, and placed in original position.
- That café blinds on the deck/verandah are rolled back up after use to avoid damage.
- That cardboard boxes are NOT placed in recycling bins.

Access code: Prior to commencement of the hire period the hirer will be given access instructions for the hall.

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.

Tape, pins and blue/white tack are not permitted on any painted surface, or floor area, unless written approval has been obtained prior to the event.

When vacating the hall, you must remove all items attached to any structures e.g. streamers and decorations. No such fixtures are to be attached to trees and no nails or tacks are to be used on any vegetation or structures. It is the responsibility of all Hirers to ensure that any items and/or equipment brought into the hall is removed on completion of use.

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



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The Hirer will use and occupy the premises at the risk of the Hirer and the Hirer releases MIPA, its 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) or 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.