



Como West Community Hall, Venue Terms

July 2019

This Agreement makes up the Venue Terms which must be accepted prior to booking the Como West Community Hall through our on-line booking system. By ticking the required box during the online registration process, you are confirming your acceptance of this Agreement.

This Agreement is between:

Como West Community Garden Inc. - comowestgarden@gmail.com

and

the Individual – the person who registered for and made the online booking.

The Facility:

The building, all inclusions and/or surrounding grounds located at the Corner of Mulyan St and Warraba St Como NSW 2226.

Hours of Operation:

9am to 9pm, 7 days a week.

This agreement is suitable for:

- Casual hirers, and
- Regular hirers who do not collect fees for service, and
- Regular hirers who charge a fee for provision of products or services.
 - a. fee charging regular hirers must hold their own Public Liability Insurance to the value of \$20 million and submit a current Public Liability Insurance Certificate of Currency noting Como West Community Garden Inc. and Sydney Water as interested parties, prior to the first hire date.

Permitted Usage:

The hall is suited to small scale family activities such as kids' birthday parties, quiet community activities, and workshops and education sessions for the community.

Hire excludes both dangerous and prohibited activities and use for 18-25 years' birthday parties or loud and disruptive activities.

Terms:

1. All amounts payable are free of GST.
2. The hall is not to be used for parties involving consumption of alcohol, including 18-25 years' birthday parties. Hire excludes both dangerous and prohibited activities.
3. The Individual must:
 - a. Use the Facility only during the dates and times specified and paid for when booking (the Booking Period).
 - b. Return the Facility and every part thereof in the same condition as it was found, properly cleaned and tidied, all rubbish removed, and nothing broken.
 - c. Clean and tidy the Facility by departure time of each and every Booking Period.
 - d. Obey all Federal and State laws during the period of this agreement, including fire regulations, and comply with all notices and directions given to the Individual in respect of the Facility.
 - e. Pay promptly for any loss, damage, cost of repairs or replacement of any items damaged during or as a result of the Individuals or the Individuals guests use of the Facility.
 - f. Pay on demand any reasonable expenses of any breach of this Agreement by the Individual.
 - g. Comply with all directions given by Como West Community Garden Inc. or its representatives regarding the use of the Facility and not affix any signs or other items to the Facility or make alterations without consent.
 - h. Use the Facility in accordance with the Facility Guidelines.
4. The Individual must not, and must not let anyone else:
 - a. Use the Facility except for the Permitted Usage and Purpose specified while booking. Como West Community Garden Inc. reserves the right to refuse a booking for any purpose it deems not suitable for the Facility.
 - b. Use the Facility for dangerous or prohibited activities, for 18-25 years' birthday parties or loud and disruptive activities.
 - c. Use any area indicated as non-accessible by Como West Community Garden Inc.
 - d. Store any equipment on or within the Facility grounds without permission from Como West Community Garden Inc. Subject to approval from the Council/Landlord under the Head License.
 - e. Allow any alcohol to be brought into the facility grounds without express written permission from Como West Community Garden Inc.; whether such permission is granted is at Como West Community Garden Inc.'s absolute discretion.
 - f. Smoke in the Facility, including all areas within and outside the building.
 - g. Carry on any illegal, noxious or offensive activity at the Facility.
 - h. Do anything which might cause nuisance, damage, disturbance to any other person, occupier or owner of any adjacent or neighbouring property.
 - i. Do anything which might affect any insurance policy relating to the Facility by causing
 - i. it to become void or voidable
 - ii. any claim on it being rejected
 - iii. a premium to be increased
 - j. interfere with, or remove, any of the services or equipment in the Facility.
 - k. Bring onto the Facility any hazardous chemical or any object which by its nature or weight might cause damage to the Facility.
 - l. Use any sound producing equipment at a volume that interferes with the enjoyment of the Facility and surrounds by any other person.



5. Como West Community Garden Inc. does not warrant that the Facility is suitable for the purpose of the Facility Hire by the Individual.
6. Como West Community Garden Inc. is not liable to obtain any permits for the activities of the Individual. Should a permit be required the Individual must obtain such permit and provide a copy to Como West Community Garden Inc. at least fourteen days prior to the Commencement Date.
7. Como West Community Garden Inc. and/or its representatives or agents may enter the Facility at any time and remain in the Facility for the purpose of viewing the Facility and the arrangements made to keep the Facility in accordance with this Agreement.
8. The Individual acknowledges and agrees that the Individual uses and occupies the Facility at their own risk. The Individual releases Como West Community Garden Inc. from all claims resulting from any damage, loss, death or injury suffered by the Individual or the Individuals guests in connection with the Facility except to the extent that Como West Community Garden Inc. is negligent and agrees to reimburse all or any of Como West Community Garden Inc.'s excess payable to their Insurers in respect of any claims made under any policy of insurance.
9. Como West Community Garden Inc. shall not be liable for any loss or damage of any nature whatsoever suffered by the Individual or the Individuals guests on or about the Facility however caused, except for liability arising by reason of Como West Community Garden Inc.'s negligence.
10. If the Individual is found to be considered as a regular hirer who charges a fee for provision of products or services then:
 - a. The individual hereby releases Como West Community Garden Inc. from, and indemnifies Como West Community Garden Inc. against, all claims resulting from any damage, loss, death or injury in connection with the Facility and the use and occupation of the Facility by the Individual except to the extent that Como West Community Garden Inc. is negligent
 - b. The Individual must take out and keep current an insurance cover in the name of the Individual and noting the interest of Como West Community Garden Inc. and Sydney Water for public risk for any single event for \$20 million and provide satisfactory evidence of insurance cover (certificate of currency) on request by Como West Community Garden Inc.
11. All references in the Agreement to the Facility refers to the land located at 47R Warraba St Como - cnr Mulyan St., with all buildings, amenities, fixtures, fittings, equipment and appurtenances contained within this area.
12. Como West Community Garden Inc. may terminate this agreement at any time if Como West Community Garden Inc. is satisfied that the Individual has failed to comply with any terms or conditions of this Agreement. Upon termination of this Agreement the Individual must leave the Facility immediately removing all Individual's property.
13. In addition to, and not in substitution for, the power to terminate this Agreement under paragraph 12, Como West Community Garden Inc. may, at any time during the period of this Agreement, by giving the Individual at least two week's written notice to that effect, terminate this agreement upon a date to be specified in that notice notwithstanding that there has been no breach by the Individual of any term or condition of this Agreement. No compensation is payable in respect of such termination of the Agreement except that the individual is entitled to receive a refund of any part of the license fee which has been pre-paid.
14. Upon the departure time, expiry or earlier termination of this Agreement the Individual must remove all of the Individuals property from the Facility and make good any damage caused by its installation or removal. Anything left in the Facility will be considered abandoned and will become the property of Como West Community Garden Inc. and may be removed by Como West Community Garden Inc. at the individuals

- cost and at the Individuals risk. The Individual must pay to Como West Community Garden Inc. all the costs associated with its removal and making good as a liquidated debt which is payable on demand.
15. It is the Individual's responsibility to book the hall using the online booking system. Como West Community Garden Inc. accepts no responsibility for bookings and cannot guarantee that a particular time or date is available.
 16. Como West Community Garden Inc. may at its discretion request payment of a Security Deposit and use the Security Deposit to:
 - a. Repair, replace or reinstate any damage caused to the Facility by the Individual or the Individuals guests.
 - b. Replace any equipment or items that are missing at the Facility which occurred at any time when the Individual or the Individuals guests had access to the facility.
 - c. Clean the Facility if it has not been returned in an acceptable condition.
 - d. Recover costs of removal of any Individuals property remaining at the Facility upon termination or natural end of this Agreement.
 - e. Recover any costs incurred by Como West Community Garden Inc. due to breaches of this Agreement.
 17. Any unused portion of the Security Deposit to be refunded to the Individual within 2 weeks of Departure.
 18. In this agreement where it requires the Individual to do or refrain from doing something, the Individual is also required to ensure that the Individuals guests do or refrain from doing the thing, as the case may be. The Individual's guests means the Individual's family, friends, group members, invitees, visitors and persons the Individual allows onto the Facility.
 19. The rights given by this Agreement are personal to the Individual and cannot be assigned, transferred or otherwise disposed of by the Individual. Where the individual comprises two or more people their obligations in this agreement are joint and several.
 20. This agreement contains the entire understanding between the parties as to the subject matter contained in it and supersedes all previous information, representation, warranty, agreements, express or implied. Any changes to this Agreement must be in writing signed by all parties.
 21. The parties agree to resolve any dispute under this agreement by conciliation under the NSW Consumer Trader and Tenancy Tribunal and insofar as any clause of this Agreement is inconsistent with the appropriate Facility Guidelines or any Head License then the parties agree that such clause/s shall be severable without affecting the validity of the remaining provisions.