

CONDITIONS OF USE OF VENUE

All events at Southport Church of Christ are subject to these Conditions of Use.

1. Definitions

In these Conditions of Use the following words have the following meanings:

"**Bond**" means any bond (whether cost or in any other form) or similar security provided to Southport Church of Christ to secure the Hirer's obligation under these conditions.

"**Booking**" means the booking of the Venue for the Event.

"**Business Day**" means a day other than Saturday, Sunday or public holiday on the Gold Coast.

"**Event**" means the function to be held at the Venue.

"**Facility**" shall mean all and any buildings and land situated at the corner of Olsen Ave and Crestwood Drive, in Southport, Queensland and being the land known as Lot 29 on registered plan SP202002.

"**Fee**" means the total amount payable by the Hirer to Southport Church of Christ for the Event.

"**Guests**" means all persons attending the Event, including the Hirer's employees, agents and contractors.

"**Hirer**" means the person that enters into an agreement to use the Venue.

"**Period**" means the period that the Venue has been licensed for use to the Hirer.

"**Venue**" means that part of the Facility licensed to the Hirer.

2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to a clause, annexure or schedule is to a clause of, or annexure or schedule to this Agreement.
- (f) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it. **Legislation** includes Australian Standards.
- (g) A reference to a **right** or **obligation** of any 2 or more persons confers that right, or imposes that obligation, as the case may be, together and separately.
- (h) A reference to **writing** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (i) Mentioning anything after **include**, **includes** or **including** does not limit what else might be included.

3. Licence to Use

- (a) Southport Church of Christ licences the Hirer and persons authorized by the Hirer to use the Venue for the Period.
- (b) The licence granted under clause 3(a) gives no proprietary interest in the Venue and the parties' rights rest in contract only.
- (c) The Hirer may use (but not exclusively) those parts of the Facility (in addition to the Venue) that the Southport Church of Christ authorises the Hirer to, for the purposes of access to and from the Venue and for parking of motor vehicles.

4. Use of the Venue

- (a) The Hirer shall abide by the directives of the Southport Church of Christ staff in using the Venue.
- (b) The Hirer is responsible for ensuring the orderly behaviour of the Guests and Southport Church of Christ reserves the right to intervene as it sees fit.
- (c) The Event is to finish by 12 midnight.
- (d) The Facility must be vacated on or before the agreed time.

5. Observance of Laws

- (a) The Hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the Venue and Facility.
- (b) The Hirer is to comply with the Copyright Act with respect to the broadcasting and/or recording of any activities of the Event.
- (c) The Hirer is not to admit patrons to the Venue in excess of the number of seats available and the stated maximum capacity of the Venue must not be exceeded at any time.
- (d) The Hirer must comply with all the laws, and the requirements of any authority (including the local government), in respect of the Event and the use of the Venue and Facility.

6. Free Access

Southport Church of Christ staff and other authorised officers shall at all times be entitled to free access to any and every part of the Venue.

7. Care of Premises

- (a) It is the responsibility of the Hirer to leave the Facility in a clean and tidy condition prior to vacating the Venue, including ensuring all rubbish is contained in supplied rubbish bins. Excess rubbish must be removed by the Hirer. Failure to observe this may result in the Hirer being charged for additional cleaning and waste removal.
- (b) The Hirer is responsible for any loss or damage to Southport Church of Christ equipment and facilities made available to the Hirer for the Event.

8. Private Property

Southport Church of Christ accepts no responsibility for (and is not liable for any loss or damage to) private property left at the Facility.

9. Staff

Southport Church of Christ will employ, on behalf of and at the expense of the Hirer, such operational staff, parking attendants, security and other staff as Southport Church of Christ thinks necessary for the Event.

10. Permits

It is the responsibility of the Hirer to obtain any necessary permits, consents and approvals from the relevant authorities as necessary for the Event.

11. Programs and Entertainment

The Event must be in keeping with the values and standards of Southport Church of Christ. Accordingly prior written approval is required from Southport Church of Christ to the Event (including the program and any entertainment).

12. Music and Noise

Music and noise are to be restricted to a reasonable level. Unless prior written permission is given all amplified music must cease by 10:00pm or the Bond will be forfeited.

13. Sponsors

Any sponsors must not be inconsistent with the values and beliefs of the Christian faith and Christian church and the Southport Church of Christ purpose and statement of faith (a copy of which the Hirer acknowledges having received).

14. Smoking

- (a) In the interest of the health and well-being of all who visit the Facility, and as an example to the youth and children in our community, Southport Church of Christ is a smoke free environment (both indoors and outdoors).
- (b) The Hirer will ensure all Guests do not smoke indoors and use the designated outside area.

15. Alcohol

- (a) The consumption of alcohol may be permitted for private commercial bookings subject to the prior written approval of Southport Church of Christ. The sale of alcohol is prohibited on the Facility.
- (b) If alcohol is permitted at a function:
 - (i) The serving and consumption of alcohol will be limited to the foyer, seminar rooms, board room or clearly defined and agreed external areas only.
 - (ii) The provision of alcohol must be part of a catering package which includes food service.
 - (iii) Service of alcohol is for a maximum period of 45 minutes.
 - (iv) Minors are not permitted in the area where alcohol is being served.
- (c) It is the Hirer's responsibility to ensure the caterer obtains the appropriate liquor license and any other necessary approvals (together called Approvals), a copy of which are to be provided to Southport Church of Christ prior to the Event.
- (d) Hirers will forfeit their Bond if alcohol is consumed and a copy of the relevant Approval is not provided to Southport Church of Christ prior to the Event.

16. Catering

- (a) The Hirer may only provide food and beverages for their Event with the prior written approval of Southport Church of Christ.
- (b) The final numbers for catering are to be confirmed 14 days prior to the Event. Charges will be based on that final number or the number attending, whichever is greater.
- (c) Menu prices are subject to change without notice. Any increases will be discussed with the Hirer prior to the Event.

17. Kitchen Facilities

If kitchen facilities are used as part of the Event all appliances must be left in a clean and tidy condition to the satisfaction of Southport Church of Christ. No food or drink may be left in the cool room and all bottles and rubbish must be placed in the appropriate clearly marked bins or removed from the Facility.

18. Publicity

- (a) The Hirer shall not issue any advance publicity advising the use of the Venue before receiving written confirmation of the Booking from Southport Church of Christ.
- (b) Any publicity must clearly indicate that Southport Church of Christ is not hosting the Event.
- (c) All artwork and promotional material used in connection with the Event must have the prior written approval of Southport Church of Christ.
- (d) The Hirer may not place any advertising or signage within the Facility without the prior written approval of Southport Church of Christ.

19. Promotion

Southport Church of Christ is not responsible for promoting the Event. It is only responsible for providing the Venue.

20. Ticketing

The Hirer may print, sell and issue tickets for an Event.

21. Sales and Merchandise

- (a) Sales of any kind are not permitted within the Facility without prior written approval from Southport Church of Christ.
- (b) In respect of any sales that are approved by Southport Church of Christ, the Hirer must obtain all appropriate approvals from all relevant authorities.

22. Raffles and Lotteries

The Hirer shall not conduct any raffles, lotteries or gaming activities on the Facility.

23. Alterations and Additions

- (a) The prior written consent of Southport Church of Christ must be obtained before any signs or decorations, either internally or externally, are erected, or before any plant, furniture or fittings (e.g. piano, foyer furniture) are moved or removed.
- (b) No items are to be attached in any manner to the walls, floors, curtains or any part of the Facility. Nails, screws, pins, staples, adhesive tape or other similar items must not be used to affix decorations.
- (c) All signs and decorations must be removed at the expiration of the Period. If any items remain, the cost of removal may be deducted from the Bond.
- (d) All display and construction materials must be flame and fire proof.

24. Banner Hanging

All banner hanging must be carried out by Southport Church of Christ and any costs incurred in that regard are additional to any other money payable for the licence of the of the Venue. Such costs must be paid prior to the Event.

25. Use of Piano

The piano may only be played, tuned or used if prior written consent is given by Southport Church of Christ.

26. Workplace Health & Safety

- (a) Fire regulations must be adhered to. The Hirer must familiarise themselves with the evacuation plan and inform all visitors to the Facility of the plan.
- (b) Staff, volunteers and sub-contractors supplied or engaged by the Hirer will need to be briefed on standard Facility policy and emergency procedures by Southport Church of Christ staff prior to the working at the Facility.
- (c) Any hazard, incident or injury to people must be reported to Southport Church of Christ as soon as possible (but in any event within 24 hours of occurrence).

27. Safety

No items shall be placed in front of or obstruct access to the fire exits.

28. First Aid

The Hirer must provide all medical and first aid facilities required by law and any facilities that are appropriate and prudent to provide according to the nature of the Event.

29. Children

Children on the Facility are to be supervised at all times by a responsible adult.

30. Confetti, Glitter, Streamers and Rice

Confetti, glitter, streamers and other similar items are not permitted on the Facility otherwise cleaning costs may be incurred. In addition rice must not be thrown at weddings.

31. Balloons

The Hirer will ensure any balloons are tied down and not allowed to rise to ceilings otherwise removal and damage costs may be incurred.

32. Animals

No pets or animals or birds (with the exception of guide dogs under the control of visually impaired persons) are allowed on the Facility without prior written consent from Southport Church of Christ.

33. Dangerous Substances

- (a) The Hirer shall not bring any flammable, volatile, explosive or dangerous substances, including pyrotechnics and naked flame, on to the Facility without the prior written consent of Southport Church of Christ.
- (b) No candles or similar items are to be brought onto the Facility without the prior written consent of Southport Church of Christ.

34. Storage

There are no storage facilities available for Hirers. Rental of rooms for storage may be possible pending availability.

35. Deliveries

Any deliveries must be pre-arranged and will only be accepted during the Period unless otherwise agreed in writing by Southport Church of Christ. Southport Church of Christ cannot accept responsibility for deliveries.

36. Uncollected Goods

- (a) All items of property owned by the Hirer must be removed from the Facility on or before the end of the Period, unless arrangements have been made otherwise.
- (b) Without limiting paragraph (a), all items left on the Facility after the Event may, at Southport Church of Christ's sole discretion, be removed and disposed of at the cost of the Hirer (which cost must be paid on demand) without compensation to the owner or person responsible.

37. External Contractors

- (a) All external contractors to be used in conjunction with the Event must be approved by Southport Church of Christ at least 30 days prior to the Event.
- (b) The external contractors must liaise with the Southport Church of Christ's Property Officer in all matters of delivery, setup and breakdown.

38. Technical Equipment

All technical services and equipment must be supplied by Southport Church of Christ or its representatives except in the following circumstances:

- (a) Southport Church of Christ or its representatives are unable to provide the specified equipment or equivalent;
- (b) the Event is determined by Southport Church of Christ to be a touring show with its own technical equipment being transported from one venue to another;
- (c) Southport Church of Christ gives its prior written approval.

39. Operation of Equipment

The Hirer or their representatives may not operate any Southport Church of Christ equipment unless that person has been authorised in writing by Southport Church of Christ.

40. Electricians

The Hirer must not interfere with any electrical equipment at the Facility. If required, Southport Church of Christ will organise in-house electricians on behalf of and at the expense of the Hirer.

41. Electrical Safety

- (a) The use of double adaptors or piggy-backing of power leads is prohibited. The use of power boards is acceptable if they have a safety switch installed.
- (b) The Hirer must ensure all portable electrical equipment, appliances and leads are tested and tagged in accordance with Australian Standard 3760:2003.
- (c) Electrical outlets must not be overloaded.

42. Smoke Machines

Use of non-oil based smoke or haze machines are permitted with the prior written consent of Southport Church of Christ. All other similar devices are not permitted.

43. Radio Transmitting Devices

The Hirer must not use radio transmitting devices without prior written approval from Southport Church of Christ. In seeking this, the Hirer must submit the radio frequencies of any radio transmitting device intended to be brought on to the Facility.

44. Temporary Structures

The installation of any temporary structures such as marquees, tents, staging and seating structures must be approved in writing by Southport Church of Christ prior to installation and be installed by the supply company in accordance with the design specifications of the structure.

45. Amusements

The installation of any amusements such as inflatable entertainment or rides must be approved in writing by Southport Church of Christ prior to installation and be installed by the supply company in accordance with the design specifications of the amusement.

46. Complaints

The Hirer is responsible for all components of the Event. All complaints and claims arising out of or in connection with the Event, including but not limited to admittance to and seating of patrons at the Event, shall be directed to the Hirer (and are the Hirer's responsibility).

47. Bond

- (a) If the Hirer or any Guest breaches any of the terms of these Conditions of Use, without limiting Southport Church of Christ's rights, Southport Church of Christ may apply the Bond (or part of it) to make good the breach.
- (b) Upon the conclusion of the Event, provided the Hirer has complied with all its obligations under these Conditions of Use, Southport Church of Christ must refund the Bond (or so much of it as has not been expended under clause 47(a)) to the Hirer.

48. Approval of Southport Church of Christ

When any consent, approval or permission is required from Southport Church of Christ under these Conditions of Use, it may be withheld in Southport Church of Christ's absolute discretion or given subject to conditions.

49. No Warranty

Southport Church of Christ makes no warranty or representation to the Hirer about the condition of the Venue or their suitability for the Hirer's purpose. Further, the Hirer acknowledges that it has inspected the Venue and warrants that the Venue and Facilities are suitable for the Hirer's purposes.

50. Cancellation

Cancellation of an Event by the Hirer must be made in writing to Southport Church of Christ. A cancellation fee will apply as follows:

- Within 24 hours prior to the Event — 100% of the Fee
- Between 2 —7 days both dates included prior to the Event — 75% of the Fee
- Between 8 —14 days both dates included prior to the Event —50% of the Fee
- More than 14 days prior to the Event — 25% of the Fee

51. Termination of Booking

- (a) Southport Church of Christ reserves the right to cancel the Booking for any reason in its absolute discretion. Cancellations will only be taken in the event of extreme necessity. Notice of cancellation will be given at the earliest possible date and any money paid will be fully refunded.
- (b) If Southport Church of Christ cancels a Booking, the Hirer has no claim for loss or compensation of any kind against Southport Church of Christ.

52. Insurance

- (a) It is the Hirer's responsibility to obtain and keep current public liability insurance cover with a reputable insurer to an amount of not less than \$20,000,000 for each occurrence.
- (b) The Hirer must forward a certificate of currency to Southport Church of Christ at least seven days prior to the Event and promptly give to Southport Church of Christ such other evidence in regard to the insurance as requested by Southport Church of Christ.

53. Fees

All Fees must be paid as set out in the approval for the Event. Any failure to pay allows Southport Church of Christ to immediately cancel the Event by written notice to the Hirer.

54. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under these Conditions for Use:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender;
- (c) will be taken to be duly given or made:
 - (i) if hand delivered at or before 5 pm on a business day, on delivery, otherwise at 9.30 am on the next business day;
 - (ii) if sent by prepaid post on the second business day after the date of posting;
 - (iii) if transmitted by facsimile at or before 5 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire Notice, otherwise at 9.30 am on the next Business Day.

55. Hirer's Risk and Release of Southport Church of Christ

The Hirer uses the Venue and the Facility at its own risk. The Hirer releases the Southport Church of Christ from any liability for loss, damage, injury or death occurring in the Venue, or on the Facility or on any land adjacent to or adjoining the Facility, except to the extent that it is caused by negligence on the part of the Southport Church of Christ, its employees or others under its control. The Southport Church of Christ is not responsible for any theft of or damage to any property in the Venue or any loss of power during the Period.

56. Indemnity by Hirer

The Hirer indemnifies the Southport Church of Christ against any liability for loss, damage, injury or death caused by:

- (a) any act or omission on part of the Hirer, the Guest or others under the Hirer's control; or
- (b) the Hirer's use of the Venue and the Facility.

57. Assignment

The rights of the Hirer are personal and are not assignable.

58. Default

- (a) The Hirer will be in default if it fails to comply with any term of these Conditions of Use.
- (b) If the Hirer is in default of these Conditions of Use the Southport Church of Christ may do one or more of the following:
 - (i) terminate the Booking
 - (ii) recover from the Hirer any loss suffered by the Southport Church of Christ as a result of the Hirer's default; and
 - (iii) exercise any of its other legal rights.
- (c) The Southport Church of Christ may do anything which is the liability of the Hirer under these Conditions of Use but which the Hirer had failed to do on time. The Hirer must promptly reimburse the Southport Church of Christ's costs of doing so.