



OUR FRIENDS FARM HIRE TERMS AND CONDITIONS

INTRODUCTION

The Hirer has requested and Our Friends Farm has agreed to hire to the Hirer the Venue for the Event on the terms and conditions set out in this Venue Contract.

1. Documents

1.1 This agreement consists of the documents called:

- (i) Hire Terms;
- (ii) Venue Contract Details;

Which together constitute the ("Venue Contract").

2. Interpretation

In this agreement, unless the contrary intention appears:

- (i) References to the plural will include the singular and references to one gender will include the other gender;
- (ii) Headings are for convenience only and do not affect the interpretation of this agreement;
- (iii) All amounts are in Australian dollars;
- (iv) Any amount is taken to be inclusive of any GST unless stated otherwise;
- (v) Promoter means Hirer.

3. Definitions

In this agreement:

- (i) Event means the event described in ITEM 3 and includes any activity prior to or post the event necessary for staging the event or incidental to it;
- (ii) Our Friends Farm means Bunjil Park PTY LTD
- (iii) Venue means the venue described in Item 1.

4. Fee Structure

- 4.1 The Hirer will pay to Venue all agreed fees inclusive of GST no later than 7 days prior to the event start date.
- 4.2 If the Venue has withheld a bond from the Hirer, the cost to make good any damages, repairs or replacement of venue fixtures and furnishings caused during the Hirers event will be deducted from the bond. All remaining monies will be refunded to the Hirer.
- 4.3 For the Hirer to secure the event date, a 50% deposit payment is to be paid by the Hirer to the Venue within seven (7) working days of the booking confirmation email along with the hire contract. It is agreed and understood that:
 - (i) The booking will not be secured until the deposit payment has been received by the Venue and this 'Venue Contract' is complete and signed by both parties.
 - (ii) The deposit fee is non-refundable. This is not negotiable.
 - (iii) The deposit fee will be applied by the Venue towards payment of the end total hire fee.
- 4.4 The Venue will issue a settlement statement within seven (7) business days of the Event identifying any amounts owed by one party to the other.
- 4.5 Where the statement referred to in clause 4.4 shows that the Hirer owes an amount to the Venue, the Hirer will pay that amount into the Venue's nominated bank account within seven (7) business days of receiving the statement referred to in clause 4.4.
- 4.6 Settlement will not be made on the night of the event under any circumstances.
- 4.7 Failure to pay any outstanding fees will incur further charges, if legal proceedings are required to retain the outstanding fees, the hirer will be liable for all legal costs.

5. Production

5.1 Production is not included in the venue hire. ALL production, lighting, signage, safety, traffic control, and radios required by the Hirer will be at the Hirers expense. Any production included will be listed in item 8 of the venue hire agreement.

5.2 Access & load In

- (i) The front gate to the property remains locked so all deliveries and site visits must be booked with the property owner at least 24 hours before arrival.
- (ii) The venue will not be held liable for any deliveries unable to access the property if it has not been arranged with the property owner.
- (iii) Under no circumstances are any persons related to the event permitted to access the property without prior consent from the property owner.
- (iv) Access to the back of house including the red shed and the tool shed is strictly prohibited by all event staff. Any vehicles, equipment or tools borrowed from the venue by the hirer must be signed out and logged by the venue 'Site Manager'.
- (vi) The Hirer is to ensure all vehicles are parked in the spaces provided and equipment relating to their event is removed from public view before the event commences.

5.3 Load Out

- (i) The venue and all areas used for the event must be completely packed down and cleaned prior to checking out.
- (ii) No equipment is to be left on the premises under any circumstances unless storage has been arranged with the venue owner.

6. Venue Equipment

- 6.1 Hirer shall not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to any part of the premises.
- 6.2 All equipment, furniture, fixtures, fittings and any other property of Our Friends Farm must remain in tact and undamaged. Hirer will make good any costs associated with loss, damage or replacement of these items as a result of their activities on the property.
- 6.3 The venue shall not at any time be in any way or on any ground whatsoever liable for the failure or non-working of the air-conditioning plant, the electric plant and/or the electrical fittings contained in the premises or for the non-supply of electric power or light to the premises.

7. Additional equipment

- 7.1 If the Hirer wishes to use his own sound, lighting or other electrical devices and mechanical equipment, electronic equipment and cables must be tested and tagged by a certified electrician in order to be used. The venues In House Tech may at any time request that such equipment is not permitted to be used and/or removed from the venue where safety and event quality matters arise.
- 7.2 Where external equipment is hired for any agreed use by the venue at the Hirers request, the cost of the hire, delivery, removal and installation of equipment will be borne by the Hirer.
- 7.3 The Hirer shall directly after the event, remove from the premises all décor, costumes, properties and equipment together with all other goods of any kind brought onto the premises by the Hirer or their associates. Failure to do so will result in the Hirer being charged the costs to remove such items.
- 7.4 If the venue has booked the equipment or décor on behalf of the Hirer, 7.3 is irrelevant.

8. Capacity & Times

- 8.1 The indoor restaurant, bar and function venue capacity is 250 stand up, 180 seated and is fully licensed from 10am – 1am every day except Sunday which is 10am – 11pm.
- 8.2 Management reserves the right to restrict entry to the venue if safety concerns are prevalent.
- 8.3 The 2 acre licensed event area capacity is non-restricted, however the max capacity will be assessed on an event by event basis, negotiated by the venue owner and the hirer.

10. Catering

- 10.1 The venue does not hold a BYO liquor permit for the 2 acre red line area.
- 10.2 ALL alcohol served is to be supplied by the venue in the redline area unless confirmed by written agreement between the licensee and the hirer.
- 10.3 Any catering booked by the hirer through the venue must be confirmed and paid for in full no less than seven

(7) days prior to the event.

10.4 If the Hirer seeks the service of an external caterer, the Hirer will be responsible for assuring all vendors have appropriate permits and a vendor charge will be applied.

10.5 Hirer must notify the venue manager before booking an external catering service.

11. Noise Requirements

11.1 The Hirer agrees that the level of noise emitted from the licensed premises shall not exceed the permissible noise level of 100db for entertainment noise as specified in the State Environment Protection SEP-N2 Policy.

11.2 Any penalties incurred during the course of an event run by a Hirer, that are caused by the Hirer's negligence to comply with the venue's Noise Policy will be charged to the Hirer.

12. Rights of the Venue to Record/Photograph Function

12.1 The Hirer agrees that the photos, video and sound recordings of the event, exhibition or function may be taken by the venue and its associates for documentation as well as promotional purposes.

13. Right of the Venue

13.1 The Hirer acknowledges that:

(i) Our Friends Farm is a multipurpose venue set on 221 acres of open paddocks, bush land and event spaces.

(ii) Other events may be run simultaneously on other parts of the property at the property owners discretion.

(iii) The venue manager retains the right to request the removal of any object that is deemed a safety hazard or damaging to the venue landscape or buildings.

(iv) No smoking is permitted in any indoor areas of the venue at any time. A distance of 4 meters must be maintained between any smoking and eating areas whilst food is being served.

13.2 Venue Management has the right to request the removal from the premises of any person to be behaving in a disorderly, intoxicated or anti social manner.

13.3 Venue management may request the Hirer to cease activity if disorderly and unacceptable conduct occurs on an extreme scale. It is up to the venue management to use his/her discretion on all occasions as to the running of activities on the venue premises, to protect the safety of all staff and guests.

13.4 The Hirer is not to do or omit to do anything which is of nuisance or annoyance to the venue premises, other users of the venue premises or to the surrounding amenity of the venue premises to which in the opinion of Mitchell Shire Council is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral or criminal. Any such behaviour will result in removal from the venue premises.

13.5 The Hirer agrees that access to the venue premises is strictly conditional upon compliance with the reasonable directions of venue management.

13.6 The venue reserves the right to cancel any function in the event of a 'force majeure' or unforeseeable circumstances.

14. Insurance and Liability

14.1 All events held at Our Friends Farm are covered by the venue Public Liability Insurance where the incident is a direct result of failure of the venues fixtures and fittings. However the venue will not be held liable in any way for:

(i) Any anti-social behaviour of guests who may be intoxicated or under the influence of drugs that result in injury or personal damage or acts that are in breach of the terms in this Agreement or against the direction of venue staff.

(ii) Faults or accidents that result from the provision, placement or operation of equipment supplied or installed by the Hirer.

(iii) Accidents or injury to the Hirer's volunteers, staff and or guests as a result of their own negligence.

14.2 The venue is not liable for loss or damage to any of the Hirer's equipment brought to the venue in conjunction with the event.

14.3 The Hirer indemnifies the venue against any loss, damage or injury, actual or consequential, of whatever kind arising wholly or in part from the breach of this Agreement by the Hirer or due to any other cause including, but not limited to, the negligent act or omission of the Hirer or any person under the supervision, direction or control of the Hirer.

14.4 The Hirer is liable for the cost of reparation for any damage to equipment, buildings or artworks caused by patrons, artists, volunteers or Hirer's co-workers at the Hirer's event.

15. Underage Guests

- 15.1 It is illegal to sell alcohol to any persons under the age of 18.
- 15.2 Guests under the age of 18 are permitted onto the licensed premises without a responsible adult during the event until 10pm. All guests under the age of 18 must leave the licensed area after 10pm.

16. Acts of Crime

- 16.1 The venue public liability insurance does not cover acts of crime, including theft, damage and loss of artworks, electronic or event equipment.
- 16.2 In no way will the venue be liable to take responsibility for acts of crime.
- 16.2 The Hirer shall not do or suffer to be done anything whereby any license or permit issued in respect to the lawful administration or management of the venue may be or become liable to be forfeited or suspended or refused renewal.

17. Cancellation

- 17.1 The Hirer agrees that if the Event is cancelled within four (4) weeks, interrupted, postponed or changed, the Hirer indemnifies the venue for all claims and liabilities suffered or incurred by the Hirer. Included but not limited to, the costs of promoting and advertising the Event, any charges including bank fees or booking fees of reimbursing to ticket holders the admission price.

18. Jurisdiction

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria.
- 18.2 Each party submits to the jurisdiction of the courts of the State of Victoria including all courts of appeal there from.
- 18.3 If it is held by a Court of competent jurisdiction that:
 - (i) any part of this agreement is void, voidable, illegal or unenforceable; or
 - (ii) this Agreement would be void, voidable, illegal, or unenforceable unless any part of this Agreement was severed: then that part will be severable from and will not affect nor derogate from the enforceability or validity of the parties' obligations arising from, or the continued operation of the rest of the Agreement.

19. Certification

- 19.1 By signing this agreement, the Hirer agrees and understands all the terms and conditions set out in this agreement.

Hirer Signature: _____ Date: _____ Full Name: _____

Venue Signature: _____ Date: _____ Full Name: _____