

**Croatian Catholic Centre Sunshine (CCC)**  
**VENUE HIRE AGREEMENT TERMS & CONDITIONS**

**PARTIES:**

1. **Croatian Catholic Centre Sunshine West, VIC 3020**  
of 22 Fitzgerald Rd Sunshine West, Vic 3020
  
2. **The person named in the Schedule**  
of the address specified in the Schedule  
("Hirer")

**BACKGROUND**

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- A. Croatian Catholic Centre Sunshine has the control, management and possession of the Building.
- B. Croatian Catholic Centre Sunshine from time to time offers parts of the Building on hire for specific functions.
- C. The Hirer has requested and Croatian Catholic Centre Sunshine has agreed to hire to the Hirer the Function Area on the terms and conditions set out in this Agreement.

**OPERATIVE PROVISIONS**

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**1. Venue Hire**

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- 1.1 Croatian Catholic Centre Sunshine agrees to hire the Function Area to the Hirer between the Function Times on the Function Date in consideration for the Hirer agreeing to pay the Hire Fee, the Staff Fee, the Cleaning Fee and any other applicable fees and charges and to comply with the terms and conditions of this Agreement.
  
- 1.2 This Agreement is not intended to grant any exclusive rights in relation to the Function Area, and Croatian Catholic Centre Sunshine and its staff and contractors are entitled to full and unrestricted access to the Function Area throughout the Function Times.

2.3 This Agreement relates only to premises, and does not include any plant, equipment, installations or fixtures.

## **2. Hire Fee**

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- 2.1 The Hirer must pay the Hire Fee to Croatian Catholic Centre Sunshine as follows:
- (a) a deposit of half of the Hire Fee within 7 Business Days after the date of this agreement;
  - (b) the balance of the Hire Fee at least 7 Business Days before the Function Date.
- 2.2 The Hirer's booking will be confirmed only upon receipt by Croatian Catholic Centre Sunshine of the deposit.
- 2.3 Croatian Catholic Centre Sunshine may change the Hire Fee at its discretion if the Hirer's proposed Function Date or Function Times or any other specifications change.
- 2.4 The Hirer must pay the Staff Fee, Cleaning Fee, any Liquidated Damages, and any other amounts owing, to Croatian Catholic Centre Sunshine within 30 days after receipt of an invoice from Croatian Catholic Centre Sunshine for those charges.

## **3. Cancellation of Bookings**

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- 3.1 The Hirer may cancel a Confirmed Booking at any time by written notice to Croatian Catholic Centre Sunshine, in which case Croatian Catholic Centre Sunshine may deduct from the deposit a cancellation fee of:
- (a) one quarter of the Hire Fee, if written notice of the cancellation is received by Croatian Catholic Centre Sunshine at least 30 days before the Function Date; or
  - (b) Half of the Hire Fee, if written notice of the cancellation is not received by Croatian Catholic Centre Sunshine at least 30 days before the Function Date.
- Croatian Catholic Centre Sunshine must refund to the Hirer the balance of the deposit (if any) after deduction of the cancellation fee. If the deposit is insufficient to cover the cancellation fee, then the balance is a debt due and payable by the Hire to Croatian Catholic Centre Sunshine immediately upon cancellation.
- 3.2 Croatian Catholic Centre Sunshine may cancel a Confirmed Booking at any time if, in Croatian Catholic Centre Sunshine reasonable opinion, an event has occurred causing the Function Area or Building to be unsafe or inappropriate to hold the Function. If that occurs and, in Croatian

Catholic Centre Sunshine reasonable opinion, the Hirer is not in any way responsible for the cancellation, then Croatian Catholic Centre Sunshine must refund the Deposit in full.

#### **4. Hirer's Obligations**

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- 4.1 The Hirer must not, and must take active steps to ensure that none of its staff, contractors or guests, do any of the following:
- (a) damage or attempt to damage any part of the Building or its installations, fittings or fixtures;
  - (b) damage, touch, lean against, sit on, move, cover, obscure or endanger any artworks, heritage items or displays in the Building;
  - (c) attach any sign, decoration or other item to any part of the Building;
  - (d) interfere with or alter any of the electrical, security, lighting or sound systems in the Building;
  - (e) invite or permit into the Building more than the expected number of guests specified in the Schedule;
  - (f) enter areas of the Building other than the Function Area, except for the areas designated by the CCC as the route for entry to and exit from the Function Area or for use of toilet facilities;
  - (g) cause any nuisance to neighbours or other users of the Building;
  - (h) create excessive noise or vibration in any part of the Building;
  - (i) bring into the Building any flammable materials, or light or maintain a naked flame except in a manner approved in writing by CCC
  - (j) take or consume any food or drink outside the Function Area, except into any areas of the Building specifically designated by CCC for that purpose;
  - (k) smoke anywhere inside the Building;
  - (l) use the Function Area or the Building for any purpose except the Function as described in the Schedule;
  - (m) do, say or display anything defamatory, offensive or of a pornographic nature.
- 4.2 The Hirer must:
- (a) ensure that the Event Manager is present and in control of the Function at all times and at least one hour before the Function commences;

- (b) engage and have at the Function sufficient staff to manage guests and ensure that the Building and all artworks, displays, fittings and fixtures are properly protected.
- 4.3 The Hirer must comply with all laws, regulations and by-laws and government or regulatory orders applying to the Function and the Function Area. The Hirer must comply with any Occupation Health and Safety laws applying to its workers.
- 4.4 The Hirer is responsible for any advertising of the Function, but must first obtain CCC written approval of the proposed content, format and manner of the advertising.
- 4.5 The Hirer must:
  - (a) vacate the Function Area by the end of the Function Times;
  - (b) promptly remove any goods or materials brought into the Function Area by or on behalf of the Hirer; and
  - (c) leave the Function Area in a thoroughly clean and tidy condition.
- 4.6 All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by CCC before the Function and may be subject of a further charge.
- 4.7 The Hirer must comply with all directions of CCC management and staff whilst in the Building.
- 4.8 All deliveries for the Function must be arranged with and approved by CCC prior to delivery.

## **5. Food and Liquor**

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- 5.1 CCC is a liquor licenced venue therefore any liquor supply and sales will be provided by CCC.
- 5.2 The Hirer must only supply food in the Building if it is brought into the Function Area by a caterer who is registered pursuant to the *Food Act 1984*, and whose staff has appropriate food handling qualifications. CCC licenced food supervisor will make sure that the above is taken care of.

## **6. Insurance**

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- 6.1 The CCC is protected by public liability insurance up to 20 MIL However should hirer have its own public liability insurance that would be welcomed.

## **7. Indemnity**

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The Hirer hereby indemnifies CCC and CCC's employees, volunteers, contractors and agents against and releases them from any loss (including legal costs and expenses on a "solicitor and client" basis) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose directly or indirectly from or in connection with:

- (a) any breach of this Agreement by the Hirer;
- (b) the hire and use of the Function Area or access to any part of the Building;
- (c) Alteration by CCC of the Hire Fee or Additional Fees;
- (d) CCC changing the area of the Function Area;
- (e) CCC cancelling a Confirmed Booking; or
- (f) any actions of the Hirer's employees, staff, contractors, agents, and invitees.

## **8. Interest on late payments**

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Interest shall accrue daily on any money payable under this Agreement during the period that it is outstanding at a rate 2% higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* as at the date of the default.

## **9. Governing law**

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This Agreement is to be governed by and interpreted in accordance with the law of the state of Victoria, which is the appropriate jurisdiction and forum for any dispute concerning this Agreement.

## **10. Assignment**

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- 10.1 Rights arising out of or under this Agreement are not assignable by one party without the prior written consent of the other party or parties.
- 10.2 A party may not unreasonably withhold its consent to assignment.

10.3 A purported assignment without written consent will be deemed to be void and convey no rights.

## **11. Entire agreement**

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This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

## **12. Variation**

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A variation of this Agreement is only valid if in writing and executed by the parties in the same manner as they executed this Agreement.

## **13. Waiver**

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No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right. A waiver by one party of its rights as a result of a breach by any other party under this Agreement does not prejudice its rights in respect of any other breach by that other party.

## **14. Relationship of the parties**

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Unless specifically stated otherwise, this Agreement is not intended to create a relationship of partnership, joint venture or agency between the parties.

## **15. Survival**

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15.1 The terms of this Agreement survive its termination to the extent permitted by law.

15.2 This Agreement is intended to bind the heirs, executors, administrators and successors in title of the parties.