

Terms and Conditions - 2023

Definitions

1.1 Words used in this Agreement have the following meanings:

Additional Charges means:

- (a) any costs incurred by IR as a consequence of any failure by Hirer to:
 - (i) vacate the Function Area by the end of the Function Dates
 - (ii) promptly remove any goods or materials brought into the Function Area by or on behalf of Hirer; or
 - (iii) leave the Function Area in a clean and tidy condition
- (b) any charge in addition to the Hiring Fee arising from any agreement by IR to extend the Function Dates; and
- (c) any charges quoted by IR to Hirer prior to, or at the time of, making the booking.

Confirmed Booking has the meaning given in clause 2.2

Consequential Loss means indirect, remote or unforeseeable loss and includes, without limitation, loss or denial of opportunity, loss of goodwill, loss of business reputation and damage to credit rating.

Details means the page entitled "Details" to which these terms and conditions form part.

1.2 Expressions used in the Details have the same meaning in these terms and conditions unless the context requires otherwise.

2. Venue Hire

- 2.1 In consideration of Hirer agreeing to pay the Hiring Fee to IR, IR agrees to hire the Function Area to Hirer, on the terms and conditions of this Agreement.
- 2.2 Hirer's booking will be confirmed upon receipt by IR of the Deposit within the time required under this Agreement or such further time as IR may allow in writing ("Confirmed Booking").
- 2.3 If, at any time, Hirer changes its requirements for the Function, IR may revise the Hiring Fee by written notice to Hirer.
- 2.4 IR shall not be liable for any loss or damage to Hirer or any third party in consequence of the exercise of the right of the Hirer to use the Function Area for the Hirer's events, and Hirer releases IR from any such liability.

3. Cancellation

- 3.1 Hirer may cancel a Confirmed Booking at any time, in which case it must pay the Cancellation Fee to IR. The cancellation fee will be detailed in Schedule 1 and applicable to the Hirer.
- 3.2 IR may cancel a Confirmed Booking at any time up to the start of the Hiring Period if:
 - (a) Hirer fails to pay any part of the Hiring Fee when due in which case the Cancellation Fee will be payable by Hirer; or

- (b) There is any event or occurrence which, in the reasonable opinion of IR and the written confirmation from relevant authorities such as Queensland Fire Emergency Services, Queensland Police Service, Ipswich City Council, Queensland or National Health Authority and the like, causes the Function Area to be unsafe or inappropriate to hold the Function.
 - (i) IR will not be liable for any loss or damage, including Consequential Loss, to Hirer or any third party in consequence of the exercise of those rights (and Hirer releases IR in that regard);
 - (ii) IR shall refund that part of the Hiring Fee paid to the date of cancellation less any expenses incurred by IR to prepare for the confirmed booking.
- 3.3 For the purpose of clauses 3.1 and (a), IR may deduct the Cancellation Fee from the Hiring Fee that has been paid to the date of cancellation and any credit balance will be refunded to Hirer or any debit balance must immediately be paid by Hirer to IR, as the case may be.

4. **Obligations**

Hirer must:

- (a) pay the Hiring Fee in accordance with the venue hire agreement and any relevant schedules.
- (b) use the Function Area in accordance with clause 5 and
- (c) conduct the Function in accordance with clause 6 and
- (d) obtain the insurances stated in, and provide evidence thereof in accordance with, clause 8.
- (e) agree to immediately respond to demands of any government authority to fulfil that authority's demands, so far as is reasonably achievable
- (f) agree to the Centre taking immediate action to comply with the government authority to fulfil that authority's demands if no Hirer representative is available at the time of the demand, so far as is reasonably achievable
- (g) agree to abide by IR Upstream Sewerage Treatment Plan (refer to Schedule 3). Any damage or issues are to be rectified by hirer in conjunction with directions for IR Management
- (h) where any incident (which could under slightly different circumstances have led to an accident) or any accident (which may have caused a loss of any kind, including to any person's health and welfare, to the public reputation of IR, of money, or the ability of IR to hold events) has occurred, notify IR's venue management immediately, cooperating fully in IR's subsequent investigation and making the results of any investigation the Hirer might do available to IR's venue management. These investigations must be conducted independently of any Qld Police or Work Health and Safety investigations.

IR must:

- (i) at the start of the Hiring Period, make the Function Area available to Hirer in a clean and tidy condition suitable for the purpose of the Function, ensure that all facilities within the Function Area are unlocked or accessible
- (j) At the start of the Hiring Period, the Hirer has control of access to and movement within, the Function Area. An exception to this is if a site-wide emergency is declared
- (k) allow Hirer and its invitees access to the Function Area, including, where necessary, access across other parts of the Centre in order to access the Function Area.

5. Use of Function Area

5.1 Unless otherwise agreed by IR in writing, Hirer must not:

- (a) interfere with or alter any of IR's electrical systems, internet, lighting, sound systems or infrastructure within the Function Area.

5.2 Hirer must:

- (a) vacate the Function Area by the end of the End Date;
- (b) promptly remove any goods or materials brought into the Function Area by or on behalf of Hirer; and
- (c) leave the Function Area in a clean, tidy, and safe condition.
- (d) The pinning, gluing, pasting, nailing, sellotaping (blue or white) tacking of posters and notes is prohibited on any of the building surfaces of the Function Area. If any posters are placed the Hirer will be held responsible and charged for damages.
- (e) Hirer shall be liable for any damage to the Centre (including the Function Area), including damage caused or arising from any negligent acts or omissions of Hirer's invitees, excluding fair wear and tear. Subject to a venue report.

6. Conduct of Function

6.1 Hirer shall:

- (a) at its own cost obtain all necessary licences and permits to conduct the Function. The exception to this is the application of the Centre's agreed licences
 - (i) liquor licence, which requires all parties comply with the requirements of the *Liquor Act 1992* (Qld)
 - (ii) and *Food Act 2006* (Qld) and any applicable local authority requirement
- (b) if requested in writing by IR, provide certified copies of evidence of such licences, permits and compliance to IR; and
- (c) be liable for and hereby indemnifies IR from and against all loss, damages and expenses for which IR shall or may be or become liable in respect of the breach of any such laws and requirements, arising out of or in the course of the Function.

6.2 Hirer (where applicable):

- (a) unless otherwise agreed in writing between IR and Hirer, has sole responsibility for providing or obtaining, at Hirer's cost:
 - (i) electrical, lighting or sound systems, and any backup generators to the extent that such facilities are not provided by IR within the Function Area;
 - (ii) security (including any security fencing necessary to fence off access to areas of the Centre outside of the Function Area) and traffic management services; and
 - (iii) all music and other entertainment;
- (b) must pay all contractors and service providers retained by Hirer to provide the services stated in clause (a) ; and
- (c) is liable for and indemnifies IR from and against all actions, claims, demands, losses, damages and expenses for which IR shall or may be or become liable or suffer in respect of any acts or omissions of any contractors and service providers.

6.3 Hirer must ensure that Hirer has sufficient staff in attendance, and contactable, at the Function Area at all times during the Function.

- 6.4 Apart from any exceptions outlined in Clauses 4, 5 and/or 6, the Hirer, its contractors, subcontractors and invitees must comply with the directions of IR's management and staff while at the Centre.

7. Termination

A party may terminate this Agreement, by giving written notice to the other party ("defaulting party") if any of the following circumstances occur:

- (a) if the defaulting party is in breach of this contract (which is capable of remedy) and fails to remedy the breach within 14 days of receiving a written notice of the breach;
- (b) if the defaulting party is in breach of any provision of this Agreement which is not capable of remedy;
- (c) if an application is presented, an order made, an effective resolution passed, or a meeting summoned or convened for the purpose of considering a resolution for the winding up of the defaulting party; or
- (d) the defaulting party enters into any form of external administration.

8. Indemnity, Insurance and Limitation of Liability

- 8.1 Hirer is liable for and indemnifies IR from and against all actions, claims, demands, losses, damages and expenses for which IR becomes or may become liable or suffer in respect of:

- (a) any breach of this Agreement by Hirer; and
- (b) any damage to IR's property, whether in the Function Area or otherwise, or injury to or death of any persons, arising out of or in the course of the Function, except to the extent the damage, injury or death arises from the negligence of IR.
- (c) Hirer must:
- (d) maintain:
 - (i) public liability insurance as specified in the Details in respect of the Function;
 - (ii) have an approved COVID Safe Plan in place that meets government requirements
 - (iii) workers' compensation insurance in a form prescribed, approved or issued under any workers' compensation legislation applicable to Hirer against liability for the injury or death of persons employed by Hirer
 - (iv) volunteer insurance where applicable; and
- (e) provide certified certificates of currency of the above insurances not later than 1 month prior to commencement of the Hiring Period.

- 8.2 Hirer agrees that IR's maximum liability for loss or damage (including Consequential Loss) arising from or relating to this Agreement, whether at common law (including negligence), under statute or in equity, shall not exceed the Hiring Fee.

- 8.3 IR accepts no liability for any loss or damage to the property of Hirer or Hirer's invitees, and Hirer forever releases and indemnifies IR from any such liability.

9. Safety of People and Property

- 9.1 IR will not be responsible for the supervision and/or care of children. This remains at all times the responsibility of the hirer. The Centre grounds include roads, dams, waterways, rocky outcrops

and bush areas that are of potential hazard to adults and children. Visitors/guests to the Centre enter at their own risk and should exercise all care and diligence with respect to their own safety and wellbeing and to their personal property. All persons under the age of 16, or those with special needs, are to be under the supervision of a parent or guardian at all times.

- 9.2 The venue is a long-term member of Land for Wildlife and the areas that surround and include Ivory's Rock are protected under a conservation agreement. No domestic animals allowed. Working dogs only by permission.
- 9.3 Due to Council Regulations, hirers cannot have use of the Lake unless water testing meets Council requirements.

10. General

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating in any way to its subject matter and supersedes and merges all prior discussion and any prior agreement.

10.2 Assignment

Hirer must not assign or transfer its interest in this Agreement without the prior written consent of IR.

10.3 No Partnership

Nothing stated or implied in this Agreement constitutes a party as a partner or agent of the other party for any purpose or creates any partnership, agency or trust.

10.4 GST

- (a) Unless otherwise stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST unless otherwise stated.
- (b) Hirer will have no liability to pay IR any GST associated with the supply of the Function Area or any other supply under this Agreement unless IR provides Hirer with a Tax Invoice that complies with GST Law.
- (c) For the purposes of this clause:
 - (i) "GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any associated Commonwealth legislation, regulations, and publicly available rulings; and
 - (ii) "Tax Invoice" has the meaning given to it under the GST Law.

10.5 Waiver

A right created under this Agreement may not be waived except in writing, signed by the party granting the waiver.

10.6 Notices

All notices and other communications provided for or permitted under this Agreement and any attachments, schedules, waivers and/or rights hereto or otherwise shall be sent by certified or registered mail with postage prepaid, or by hand delivery or by facsimile or email transmission to the party's respective contact details as set out in the Details.



10.7 Governing Law

This Agreement is governed by the Federal laws of Australia, the State laws of Queensland and the local government laws of Ipswich

Agree and accepted Hirer _____ Date: _____