

## VENUE HIRE AGREEMENT - GENERAL

1. **COMPLETE AND SIGN THIS HIRE AGREEMENT** to confirm Your booking.

**Full name of HIRING PARTY/s:**

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Mobile:

Email:

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Address:

State:

Postcode:

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**Type of event (eg. birthday party):**

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**Booking DATE:**

Start time:

Finish time:

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**Hire period (hours):**

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2. **CALCULATE YOUR HIRE CHARGE** using the table below.

HIRE TYPE	SMALL	MEDIUM	LARGE
Number of guests	0 - 20	20 - 40	40 - 80
Hire space	Glasshouse	Glasshouse	Glasshouse + Pavilion
Included seating	20	20-35	80
Minimum hire period	Min 2, Max 8 HRS	Min 4, Max 8 HRS	Min 4, Max 8 HRS

**(A) Hourly hire (circle one):**

**SML \$125/HR**

**MED \$250/HR**

**LGE \$500/HR**

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**(B) Hire period (HRS):**

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**HIRE CHARGE \$ (A) x (B):**

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**PLUS cleaning fee (LARGE only)**

**\$500**

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**TOTAL HIRE CHARGE LARGE**

**\$**

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3. **MAKE PAYMENT** of the Hire Charge above by direct credit to the account listed below. For MEDIUM or LARGE bookings a deposit of \$500 is payable to confirm the booking and the balance is due 30 days prior to the booking date. SMALL bookings are due 7 days prior to the booking date.

Account Title: **The Ground Collective**

BSB: **083 764**

Account Number: **204 027 483**

**Reference:** (Hiring party surname and date of booking (ddmmyy) e.g. Smith050324



**4. SECURITY BOND (LARGE bookings only)** - enter your credit card details below to be held as security as per Section 3 of the Terms & Conditions.

Card Type:

Cardholder Name:

Credit Card Number:

Expiry Date:

CCV:

Security Bond Amount: \$500

Signature:

Date:

**5. ACKNOWLEDGEMENT AND ACCEPTANCE** – By signing below, the Hiring Party/s named in section 1 above, confirms that:

- a. I/We agree to enter into this Hire Agreement, and
- b. I/We accept responsibility for payment of the hire charge, and
- c. I/We have read and agree to the attached Terms and Conditions.

Full name/s:

Signature/s:

Date:

**6. SEND OR DELIVER** this signed agreement to us at:

**Email:** [bookings@groundcurrumbin.com.au](mailto:bookings@groundcurrumbin.com.au)

**Address:** Ground Currumbin, 2 Village Way, Currumbin Valley 4223

**Phone:** 0468 333 293

**Website:** [www.groundcurrumbin.com.au](http://www.groundcurrumbin.com.au)



## TERMS AND CONDITIONS

1. **Domestic dogs or cats are not permitted.** We are a wildlife-friendly location and have a mob of wild kangaroos with joeys that forage and rest in and around Our grounds as part of their natural behaviour.

### CANCELLATIONS POLICY

2. **Cancellations are permitted subject to** Our receipt of **written notice** as follows:
  - a. 3 months prior – full refund.
  - b. 1-3 months prior – deposit forfeited.
  - c. < 1 month prior - 50% of hire charge.
  - d. Booking date changes are permitted subject to availability and our receipt of written notice at least 3 months prior.
  - e. Cancellation due to Force Majeure event - full credit given and booking transferred to next available date.

### SECURITY BOND

3. **For large events We require a bond as security** for any cancellation fees or damage caused by You or Your guests to the venue premises, the facilities, or the property and any planned or unplanned additional expenses on the day of the event. Your credit card details must be provided so that these costs may be settled on the date of the event. We will inform You of these additional expenses and You hereby authorise and direct us to debit Your credit card for those additional expenses.

### ACCESS AND HIRE PERIOD

4. Access can start as early as 3pm for the Pavilion and 8am for the Glasshouse and Spiral Garden. The hire period should include sufficient time for setup and pack down.
5. **Music and bar service is to cease by 9.30pm and guests to depart by 10.00pm.** Supplier pack down is to be completed by 10.30pm quietly. No pre and/or after parties are permitted beyond the hire period. The curfew at Ground is strictly 10pm.

### NOISE AND AMPLIFIED MUSIC

6. To ensure our neighbors' peace and quiet is respected **the following noise restrictions apply:**

- a. Music and PAs **may only be lightly amplified to a limit of 74dB(A)** between 9am - 6pm and **73dB(A)** between 6pm – 9.30pm, measured 3m from the speakers which must be pointed away from residential housing. We reserve the right to adjust the volume of any music played on site during the event to the agreed pre-determined dB(A) limits.
- b. All musicians and DJs must contact us prior to being booked for approval to perform.
- c. **Drums and wind instruments** (typically brass) of any kind are **not permitted** without our prior approval.

### ALCOHOL

7. We are a BYO venue. To comply with liquor licensing rules, alcohol can only be provided to your guests for private events. **Alcohol must be served by staff who hold an RSA certificate.** Alcohol must be served from our Glasshouse bar which includes limited refrigeration facilities. Alcohol cannot be sold or provided for ticketed events.

### CLEANING AND DECORATION

8. **You must ensure the venue is left clean and tidy. Venue hire does not include rubbish removal,** clearing of used plates, bottles and glasses during and at the completion of the event. Any additional cleaning required by Us will be charged at \$150/hour and deducted from Your security bond.
9. The use of environmentally unfriendly decorations (**eg, balloons, plastics and single use containers**) that, by our assessment, are detrimental to the health and wellbeing of wildlife or the environment, **are not permitted.** Ground is a commercial precinct within an internationally award-winning sustainable community, which emphasizes the use of materials that are gentle to and promote the health of the environment. Please ask us for alternative ideas and leave only memories and footprints!

### REPAIRS AND BREAKAGES

10. No use of, or adding of, nails, hooks, hanging of any item, or plugging in of equipment is permitted without prior approval.



11. **All breakages and damages** must be reported to Us immediately and costs of replacement or repair **are Your responsibility**.
12. If any repairs are required during Your event, we will do our best to correct the issue as swiftly as possible, subject to availability of tradespeople and parts. There will be no refund given.

#### SECURITY AND SAFETY

13. **The security and safety of You and Your guests is Your responsibility** including making them aware of these Terms and Conditions.
14. As a rural property we advise that **open water courses and other hazards including wild animals, snakes, spiders and insects are present in the Ground precinct**. Consequently, You should take particular care of minors and disabled persons.
15. **We reserve the absolute right** and without notice to You to **exclude** or remove from the event or premises **any person** whose behaviour is deemed by Us **undesirable, unduly loud, or offensive**.

#### LIMITATION OF LIABILITY AND INDEMNITY

16. To the maximum extent permitted by law, We exclude:
  - a. All conditions, guarantees or warranties expressed or implied by law; and
  - b. Any liability to You or to any third person however arising (and whether arising under statute, negligence or otherwise) for any personal injury or death to You or any third person, or for any special, direct, indirect or consequential loss or damage (including, but not limited to, loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss of privacy or loss of goodwill), arising out of, or in connection with, any person's access and/or use of the venue and services.
17. Without limiting the generality of the foregoing, You agree that in no event shall Our maximum aggregate liability exceed the total amounts You have paid to us in the past 12 months. You acknowledge and agree that the limitations of liability contained in this section are a fair and reasonable allocation of the commercial risk between the parties.

18. You agree to indemnify Us and our officers, directors, employers or contractors (collectively, the "**Indemnified**") and to keep indemnified and hold harmless the Indemnified from and against any and all actions, claims, demands, losses, damages, taxes, liabilities, costs and/or expenses that may be incurred by, or sustained by, the Indemnified arising out of, or in connection with, your access to, and use of, the venue and services and any breach by you of these terms and conditions, or Your or anyone else's use of the venue and services. This indemnity survives termination of the terms and conditions.

#### OTHER

19. **External suppliers such as caterers and musicians must be approved by us** before being contracted and we may require suppliers to sign our Supplier Terms & Conditions agreement.
20. We recommend event insurance for any unforeseen circumstances or force majeure that may affect Your event and the performance of other suppliers.
21. Parking for guests and suppliers is only available in marked parking areas.
22. The appearance of Our gardens and grounds changes with the seasons and in response to changing weather patterns. All reasonable care is taken to maintain them at a high standard. We cannot be held responsible for damage, delay or inconvenience and costs associated with weather conditions and/or Force Majeure.
23. We reserve the right to make renovations and changes to the Ground precinct in our sole discretion.

#### DEFINITIONS

24. Ground/We/Us/Our means The Ground Collective ABN 91 462 327 271. Subject to the context in which it appears, Ground may also refer to the precinct generally.
25. You/Your means the person/s named as the hiring party/s in item 1 of the Hire Agreement and includes their guests.
26. Force Majeure includes any event or circumstances including but not limited to fire, flood, storm, accidents, plague, pandemic, earthquake, riots, explosions, hostilities, labour disputes and industrial actions which prevent a party from complying with its obligations under this agreement and which that party did not cause and cannot control or influence.

