

Conditions of Hire - Venue (not staffed)



Use with template Booking Confirmation/Special Conditions: (v1.04)

Introduction

Thank you for booking a Tru Services Pty Ltd (**Tru Services**) venue. Tru Services aims to provide venues for soul work and related purposes. We ask that you read and understand these Conditions of Hire to ensure your use of our venues runs smoothly, is safe and complies with Tru Services's regulations.

1. Definitions

In the Agreement unless otherwise stated:

Agreement means the venue hire agreement between the Hirer and Tru Services for hire of the Venue for the Permitted Use, being the Booking Confirmation, Special Conditions, these Conditions of Hire and any attached schedules or annexures.

Bond means the amount stated as the bond in the Details.

Booking means the acceptance of the Hirer's request for booking the Venue, subject to the parties entering into the Agreement.

Booking Confirmation means that part of the Agreement containing the Booking Confirmation.

Booking Period means each booking period stated in the Details for each Event including the Event Period.

Charges means the amounts, if any, stated in the Details.

Conditions of Hire means the terms and conditions set out in this document, as amended from time to time and attached to the Booking Confirmation.

Details means the details section of the Booking Confirmation

End Time means the time stated in the Details that each Booking Period ends unless terminated earlier under the Agreement.

Event means each event held by the Hirer at the Venue for the Permitted Use.

Event Period means the period of each Event held during each Booking Period stated in the Details.

Fee means, as the context permits, the Hire Fee, the Charges and any other amount payable under the Schedule of Fees or the Agreement.

Force Majeure means an act of God, a strike, lockout, act of public enemy, civil commotion, war, blockade, riot, a truly deadly pandemic, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention and any other cause which is not within the control of the party alleging it.

Hirer means the person named as the hirer in the Details and includes, where applicable, its employees, volunteers, contractors, agents and invitees.

Hirer's Employees means the Hirer's employees, contractors and agents and all persons engaged or employed by the Hirer in connection with the Event at

the Venue, including volunteers and invitees.

Hire Fee means the fee stated in the Details.

Permitted Use means the permitted use of the Venue stated in the Details.

Schedule of Fees means the fees and charges set out in Tru Services's Fees and Charges Revenue Policy as amended from time to time and available on the Website.

Special Conditions means the special conditions, if any, included in the Booking Confirmation.

Start Time means the time stated in the Details that each Booking Period starts.

Term means the term of the Agreement, starting on the date of the Agreement and ending at the end of the last Booking Period, unless terminated earlier under the Agreement.

Tru Services means the party named as Tru Services Pty in the Details and includes, where applicable, its employees, contractors, agents, volunteers and invitees.

Venue means the venue stated in the Details.

Website means www.blacksheepfarm.com.au

2. Booking confirmation and Conditions of Hire

- (a) These Conditions of Hire will be incorporated in the Agreement. Tru Services may vary these Conditions of Hire from time to time. A copy of the Conditions of Hire is published on the Website. Tru Services will give notice of any proposed changes when an applicant makes a booking.
- (b) Tru Services will cancel any tentative booking 3 weeks from the date of the Hirer's initial enquiry or tentative booking, unless the Hirer provides a signed copy of these Conditions of Hire and proof of insurance under clause 5.
- (c) The Hirer acknowledges that Tru Services may vary the Conditions of Hire signed by the Hirer under clause 2(b) as set out in the Booking Confirmation and any Special Conditions.

3. Fees and charges

- (a) **Annual Schedule of Fee review** - Tru Services reviews the Schedule of Fees at the beginning of each financial year. If such review occurs prior to the Hirer entering into the Agreement, Tru Services will apply the then-current Hire Fees and Charges payable by the Hirer to reflect the rate applicable at the time of the relevant Booking Period.

(b) **Payment of Fees** – The Hirer must pay all Hire Fees (and any deposit for the Hire Fees requested by Tru Services), prior to the Start Date of each Event as set out in the Details and the tax invoice issued by Tru Services. Payment methods and payment terms are contained in the tax invoice. The Hirer must pay in full before details of how to access the Venue will be provided. If these Fees are not paid, Tru Services will cancel the Booking.

(c) **Bond** – Tru Services reserves the right to ask for and retain a Bond to cover any expenses arising from the Hirer's use of the Venue, for example, if the Venue is damaged as a result of the Hirer's use. The Hirer must pay this Bond before the first Booking Period and Tru Services will refund the Bond after the last Booking Period unless Tru Services has claimed the Bond under the terms of the Agreement.

(d) **Charges** – Tru Services may impose a Charge on the Hirer in the following instances:

- (i) the Hirer is late in vacating the Venue;
- (ii) the Venue is accessed outside of the Booking Period;
- (iii) the Hirer uses additional spaces within the Venue without Tru Services's approval.

These Charges will be calculated at the hourly Hire Fee rate for the Venue for each hour (or part of an hour) as applicable and will be invoiced to the Hirer after the relevant Booking Period.

(e) **GST** – unless otherwise stated, GST is included in amounts payable under clause 3 and is to be paid by the Hirer at the same time as paying the Hire Fee. No GST is payable on any bond payable under clause 3(c), although GST may be included in amounts recovered against the bond. Costs plus GST will be taken into account in calculating any refund due to the Hirer.

(f) **Interest** – Tru Services reserves the right to charge the Hirer interest, at a rate of 10 per cent per annum, on all monies outstanding to Tru Services for any period in excess of 30 days of the payment due date.

4. Cancellations

(a) The Hirer must advise Tru Services in writing of any cancellation and Tru Services may charge the Hirer a cancellation Fee as follows:

Notice of cancellation	Cancellation Fee
6 or more weeks prior to Booking	\$100 and all other Fees paid by the Hirer are fully refunded
More than 4 weeks prior to Booking	The hirer is liable for 50% of the full Hire Fee
Less than 4 weeks prior to Booking	The hirer is liable for the full Hire Fee

5. Insurance

(a) **Public liability insurance (PLI)** – The Hirer indemnifies Tru Services against any claims for injury to persons or damage to property arising out of the Agreement and the Hirer must obtain and keep current during the Term a public risk insurance policy in the minimum amount of \$10,000,000 for any individual claim which may be made. If requested by Tru Services, the policy must have a principal and cross liability clause and note the interest of the Council of Tru Services. The policy must be issued by an insurer acceptable to Tru Services.

(b) The Hirer must submit a certificate of currency to Tru Services as required under clause 1(b) and prior to payment of the Hire Fees for the first Event. Tru Services reserves the right to cancel a booking if the Hirer fails to comply with this clause 5.

6. Access to the Venue

(a) Access instructions, including details of key collection, will be sent to the Hirer the Tuesday prior to each Start Date, provided that all Fees associated with the Booking have been paid in full. It is the Hirer's responsibility to make arrangements for the safe pick-up and return of keys, where they are required.

(b) Access to the Venue is strictly limited to the Booking Period. To enter the building outside of these hours may apply a Charge for any additional Fees incurred under clause 3(d).

(c) In the case of certain eligible bookings, a single pre-event site inspection can be arranged with Tru Services's venue staff during business hours by appointment. Subsequent site inspections to the Venue will incur an additional Fee, and set out in the Details.

(d) Tru Services reserves the right to control the Venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).

(e) The Hirer, or the Hirer's representative, must be in attendance before the advertised start of the Event Period and at the end of the Event Period.

(f) **Lost property** – the Hirer or the Hirer's Employees must not enter the Venue after the Booking Period to collect any items left behind or "lost" property. The Tru Services team will retain any lost property for a period of up to 2 weeks or until claimed by the owner upon satisfactory proof of ownership. Items remaining after a 2 weeks will be disposed of, or, if items of value, they may be turned into the Police.

7. Use of the Venue

(a) **Permitted Use**

- (i) The Hirer may use the Venue for the Permitted Use during each Booking

Period and for no other purpose without the express prior written consent of the Venue Manager.

- (ii) Tru Services does not warrant that the Venue is suitable for the Permitted Use.
 - (iii) The Hirer is only permitted use of the exact area described and identified as the Venue in the Booking Confirmation.
 - (iv) The Hirer is responsible at its cost for setting up and removing all equipment at the Venue for the Permitted Use.
- (b) **Facilities, equipment and services supplied by third parties** – The Hirer must seek Tru Services’s prior written approval for where any additional facilities, equipment and services are to be provided by third party suppliers for the Event.
- (c) The Hirer must let the Venue Manager know when making a booking what facilities, equipment and services they wish to use during the time of their booking, and seek advice before confirming arrangements with the third party suppliers.
- (d) Any additional conditions (and Fees) that may apply will be set out in the Details and the Special Conditions.
- (e) **Additions or alterations** – The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of the Venue, unless approved by the Venue Manager in writing.
- (f) Nails, screws, durex tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. The Hirer may use A-frames and temporarily fix signs inside the Venue with removal tape.
- (g) If the Hirer moves venue furniture and fittings they must be returned to their original storage place. For safety reasons the Hirer is required to stack all furniture as per instructions displayed in storage areas.
- (h) The Hirer is responsible for the whole area of the Venue as described and specified in the Booking Confirmation. The Hirer is liable for any damage to the Venue, its facilities and furnishings and equipment during each Booking Period. This includes the behaviour of all people (invited or not) accessing the Venue during each Booking Period.
- (i) Children must be supervised at all times.
- (j) No animals, except assistance animals, are permitted at the Venue or surrounding grounds.
- (k) **Presentation standards** – Tru Services retains the right to request the Hirer to remove any material which is considered by Tru Services to be detrimental to its Venue standards.
- (l) The Hirer must reimburse Tru Services as a debt due and payable on demand for all costs incurred by Tru Services as a result of the Hirer not doing

something under the Agreement that the Hirer is required to do.

8. Accommodation

- (a) People are only allowed to stay as agreed to in the Permitted Use. If people stay outside of the Permitted Use then accommodation, cleaning, and penalty charges will apply as determined by Tru Services.
- (b) Where accommodation is included it is noted that use of one set of linen will be included per bed paid for. This includes a mattress, mattress protector, pillow, sheet, doona. Where the hire is in winter, and the hire includes a room with fireplace then firewood shall be included for one fire per fireplace. Toilet / bathroom supplies and towels are not included.
- (c) Damage, breakages, theft, and losses are the guests responsibility during their stay.
- (d) Lost or stolen keys will incur a \$100 fee.
- (e) Pets are not permitted. Where service animals are required this must be disclosed upfront and extra cleaning charges will apply.
- (f) A fee of up to AUD\$400 per room will be applied for smoking in a room.

9. Cleaning

- (a) The Venue will be supplied in a clean and tidy condition.
- (b) The Hirer must leave all hired areas of the Venue secured as instructed by Tru Services, in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind, disposing of refuse outside the Venue, wiping down all benches and sinks, and sweeping floors if required to return the venue to a clean condition.
- (c) If the Hirer does not comply with clause (b) above, the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the Venue and or waste disposal.

10. Noise Controls

- (a) Music sound levels must not cause annoyance to the surrounding properties, neighbours, other occupants of the Venue or building or centre of which the Venue forms part. Any breach of noise regulations may result in legal action under the Protection of the Environment Operations Act 1997 (NSW).
- (b) The Hirer must immediately comply with any request from the Venue Manager or nominated Tru Services officer to reduce sound levels.
- (c) All music is to cease at least 30 minutes prior to the end of the Event Period.
- (d) Hirers are reminded that the Venue is in a residential area and consideration should be taken to keep noise to a minimum.
- (e) The Hirer will be advised of additional conditions

relating to noise at the time of making the Booking, and must adhere to these requirements during each Booking Period, as set out in the Special Conditions.

11. Drug use and smoking

Drugs, including but not limited to illegal drugs such as marijuana, and legal drugs such as cigarettes are not permitted at the Venue or any Tru Services premises.

12. Liquor licence

- (a) If liquor is to be sold, supplied or consumed at the Venue the Hirer must obtain Tru Services's prior written consent to confirm the Booking. The Venue is a place for soul healing and as such a very good reason must be supplied before consent by Tru Service's will be considered.
- (b) The Hirer may only sell or supply liquor at the Venue if the Hirer complies with and, if necessary, obtains the relevant approvals and liquor licence (**Licence**) required under the Liquor Act 2007 (**Liquor Act**). Copies of relevant approvals and the Licence must be provided to Tru Services at least 14 days prior to the Event. No kegs or similar bulk containers are permitted and liquor sales must cease 30 minutes prior to the end of the Event Period.
- (c) A copy of the Licence must be prominently displayed at the Venue for the duration of the Event.
- (d) No alcohol is to be consumed outside the Venue.
- (e) The Hirer may display the compulsory signage required under the Liquor Act but must not promote alcohol or other drugs at the Venue.
- (f) The sale or supply to and or consumption of alcohol by minors at the Venue is prohibited and will result in Police action.

13. Security

- (a) Tru Services reserves the right to request that the Hirer provides security personnel for the Event. This will be based on a risk assessment carried out by the Venue Manager to determine whether security is required for the Event. The Hirer will be advised in writing if security is deemed necessary.
- (b) Where the event involves children the Hirer will be required to:
 - (i) ensure all personnel involved have completed a Working With Children Check;
 - (ii) performed reasonable checks to ensure all adults in attendance can safely share the space with children in attendance.
- (c) The employment of security personnel is the responsibility of the Hirer and is at the Hirer's expense. The Hirer will be required to show evidence that they have hired security personnel before their Booking will be confirmed.
- (d) The Hirer must ensure that a responsible person remains after the completion of the Event whilst

patrons vacate the Venue.

- (e) The Special Conditions will include any requirements for the Hirer under this clause 12.

14. Copyright

The Hirer must observe the provisions of the Copyright Act 1968 (Cth) and will indemnify Tru Services and free it of any obligation in respect to this Act for any actions of the Hirer under the Agreement.

15. Indemnity

The Hirer will indemnify and keep Tru Services indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against Tru Services by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or at the Venue except to the extent that such loss, injury or damage is caused by the negligence of Tru Services, its servants and agents.

16. Use of Electronic and Multimedia

- (a) The Hirer must inform the Venues team of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Venue. In such cases, the Hirer may be required to complete a Location Agreement before the booking will be confirmed.
- (b) The Hirer must pay all costs resulting from such activities.

17. Catering

- (a) The Hirer can either self-cater or hire their own caterers. The Hirer must provide a current Certificate of Currency for their caterer and measures for compliance with the requirements under clause 12, including a copy of the caterer's liquor licence, if the Hirer uses a caterer.
- (b) For the safety and health of people attending the Event it is recommended:
 - (i) Where the Hirer is self-catering, the Hirer must be aware of and comply with the health guidelines for safe preparation, handling and serving of food at functions, as outlined in the information sheets located at https://lismore.nsw.gov.au/files/North_Coast_Temporary_Food_Code.pdf and <https://www.cityofsydney.nsw.gov.au/business/doing-business-with-us/regulations/food-and-drink-businesses/safety-and-hygiene>.
 - (ii) The Hirer must ensure any third party caterer is registered and follows NSW Health and NSW Food Authority requirements.
- (c) Unless otherwise stated, the Hirer must organise all of their own catering equipment, including their own tables, crockery and cutlery.
- (d) In the event that hire includes a room with appliances such as fridge, freezer, oven, microwave etc, Tru Services does not accept

responsibility for the non-operation of these devices due to malfunction and/or power failure.

18. Advertising

- (a) The Hirer must not place advertisements of any description or kind on any section or part of the Venue or the grounds, unless authorised by the venue manager or authorised under the Agreement.
- (b) If the Hirer advertises the Event, it must be in accordance with the Event and Permitted Use stated on the Booking Confirmation.

19. Safety

- (a) The Hirer should familiarise themselves with emergency evacuation procedures, prior to using the Venue for each Booking Period.
- (b) The Venue is not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times during each Booking Period.
- (c) In the case of an emergency or fire, the Venue must be evacuated according to the evacuation chart clearly visible on the walls of the Venue.
- (d) The Hirer must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.
- (e) **Use of dangerous goods** – The Hirer must not bring or permit any smoke machine, flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in the Venue.
- (f) In exceptional circumstances, permission can be sought, in writing, from the Venue Manager, to use smoke or similar as part of a booking, for cultural purposes. In all cases, the Venue Manager will consult with Tru Services' management teams before informing the Hirer in writing if the use of smoke or other dangerous goods is permitted for the Event, on the terms set out in the Special Conditions.

20. Parking

- (a) Tru Services's venue has some on-site parking for Hirers or their guests. Where possible encourage the use of carpooling and public transport.

21. Regulations

- (a) The Hirer must comply with all legal requirements relating to the Permitted Use at the Venue, including obtaining any necessary approvals, working with children checks or licences required in relation to the Permitted Use.
- (b) The Hirer must immediately report any incidents at the Venue during a Booking Period where reporting obligations to a government authority are required in relation to such approvals or licences.
- (c) The Hirer's Employees must comply with the provisions of the Agreement, and the Hirer agrees to accept responsibility for any failure on the part of the Hirer's agents, employees, contractors,

guests and invitees to observe and comply with these provisions.

- (d) The Hirer must (and must ensure the Hirer's Employees and Volunteers) while at the Venue and Tru Services's premises comply with Tru Services's Work Health and Safety Policy. A copy of this Policy is available on the Website. If this is not on the website, a copy can also be provided by the Venue Manager upon request.
- (e) The Hirer acknowledges that during each Booking Period the Hirer has the control and management of the Venue and the activities conducted at the Venue. The Hirer must comply with any particular requirements in the pre-hire checklist provided to the Hirer by Tru Services.
- (f) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Tru Services are excluded under these Terms and Conditions.
- (g) Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits Tru Services to limit its liability, then Tru Services's liability is limited to supplying the services again or payment of the cost of having the services supplied again.

22. Conditions of contract

- (a) **Prohibition of assignment** – The Hirer must not transfer, assign, sub-let or sub-hire its rights under the Agreement. To do so will render the Booking cancelled and full cancellation Fees will apply.
- (b) **Serving of notices** – Any notice required by a party under the Agreement may be sent to the email address set out on the Booking Confirmation (or other email address notified during the Term). A notice sent by email is deemed to be given at the date and time the sender's email server confirms the successful delivery of the email to the other party (and the sender must retain evidence of that successful delivery to the other party).
- (c) **Dispute** – Any dispute arising between the Hirer and Tru Services will first be referred to Tru Services's representative noted on the Booking Confirmation. If the dispute is not resolved within 10 business days then the dispute will be referred to the Tru Services's Proprietor whose decision on the matter will be final and conclusive.
- (d) **Variation of Agreement** - The Agreement may only be varied by the parties by agreement in writing.
- (e) **Natural events** - Tru Services may vary or cancel a hire and/or change the Conditions of Hire and/or as set out in the Booking Confirmation and/or any

Special Conditions in response to an actual or anticipated act of God, storm, flood, washout, lightning, fire, explosion, state of emergency, deadly pandemic. Tru Services shall vary the cost of hire and as necessary refund any deposits paid. The Hirer agrees to indemnify Tru Services against any loss due to such events.

or in part by force majeure to carry out their obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.

(f) General

- (i) The Agreement will be governed by and construed in accordance with the laws of New South Wales.
- (ii) The Agreement constitutes the entire agreement between the parties in respect of the subject matter and supersedes all prior agreements or representations.
- (iii) The Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.

(g) Force Majeure - Except where specified elsewhere, if the Hirer is rendered unable wholly

23. Emergency contacts

- (a) In an emergency call 000 for the police or fire brigade.
- (b) Unless specified in the special conditions the venue for hire is unstaffed, therefore there is no on-site contact, and no caretaker to assist during each Booking Period. For access and maintenance issues, contact Tru Services's after hours emergency number 0433 173 508.

24. Special Conditions

The Hirer must comply with the Special Conditions, if any, set out in Annexure A of the Booking Confirmation.

Executed as a deed on day of 2022

Executed by Tru Services in accordance with s127 of the Corporations Act 2001

Sign: x.....
Venue Manager

Sign: x.....
Director

Name:
(Block letters)

Name:
(Block letters)

Signed, sealed and delivered by the hirer in the presence of:

Sign: x.....
Hirer

Sign: x.....
Witness

Name:
(Block letters)

Name:
(Block letters)

Address:.....
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Address:.....
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