



Conditions of License

Messinian Function Centre

1. DEFINITIONS

- A. In these conditions the words “Messinian Function Centre” shall mean the Messinian Function Centre (the “**Centre**”) conducted by the Messinian Association of South Australia Inc. its contents and all of its surrounding area including parking facilities situated at 68 Stephens Avenue, Torrensville SA 5031.
- B. In these conditions the words “the Licensee” shall mean the person or persons or entity whose application for the Licence of the Messinian Function Centre is accepted by the Messinian Association of South Australia Inc.
- C. Where the Licensee consists of two or more persons those persons shall be bound by these conditions jointly and severally and shall be jointly and severally liable for any liability arising from these conditions or otherwise arising in respect of the Licencing of the Messinian Function Centre.
- D. Where the Licensee consists of a single individual or a body corporate, co-operative, incorporated association, or any other community, educational, sporting or benevolent organization or any other organization of any other type whatsoever then that person or body shall be liable for all and any liability arising from these conditions or otherwise arising in respect of the Hiring of the Messinian Function Centre.
- E. In these conditions the word “President” shall mean that person duly elected by the Executive Committee of the Messinian Association of South Australia Inc. to the position of President.
- F. In these conditions the words “Hall Bookings Coordinator” shall mean that person or those persons who have been nominated by the President of the Messinian Association of South Australia Inc. to carry out any task or function on behalf of the President.
- G. In these conditions the “Schedule” is a document which is attached to this document and which forms part of it. It contains the name of the Licensee, the detail of the agreed costs for the Licence of the Messinian Function Centre, details of penalty costs, details of the goods and chattels made available to the Licensee, and other relevant matters.

1. GRANT OF LICENCE

- 1.1 Subject to the provisions of this Agreement and to the special conditions (if any) set out in item [11] of the Schedule, the Licensor grants to the Licensee a licence and authority to use the Centre for the purpose of presenting the event at the times of the licence only.

- 1.2 This Agreement does not create a tenancy or any other relationship between the Licensee and the Licensor other than that of licensee and licensor.

2. BOOKING PROCEDURE

- 2.1 Tentative bookings will be held for a period not exceeding seven (7) days. If a bond deposit is not received within this time, then the tentative booking will be automatically cancelled.
- 2.2 On confirmation of a booking, the “**Conditions of Licence and Schedule**” form must be completed, signed by the ~~hire~~ licensee and returned to Messinian Association of SA Inc (“MASA”) as soon as possible.

Deposit

- 2.3 A deposit in the amount specified in Item [7] of the Schedule To Licence is required to secure your booking.

BOND

- 2.3A The sum in the amount specified in Item [8] of the Schedule To Licence shall be paid by the Licensee not less than seven (7) days prior to the date the commencement of the term of the Licence. This sum shall be refunded in full to the Licensee within 14 days following the conclusion of the Licence provided no monies are required to be retained by the Messinian Association of South Australia Inc. due to the incurring of a penalty as detailed herein.
- 2.4 Upon payment of the deposit and bond, a receipt will be issued, and the booking will be taken as confirmed.
- 2.5 The total hire fee plus the bond must be paid seven (7) days prior to the event.
- 2.6 The MASA may disregard any booking that has not been confirmed and reserves the right to re-licence the venue.

3. SUB- LICENSING

3. Sub –licensing of the hall or any part thereof is prohibited. The Licensee shall not assign its interest in the subject matter of this Agreement or any right under this Agreement.

4. HIRING REQUIREMENT

4. A “**Conditions of Licence and Schedule To Licence**” form must be completed and signed. Once the form is signed, the Licensee undertakes to comply with the conditions of license.

5. INSURANCE

- 5.1 Depending on the type of function/activity you are conducting, the licensee may be required to provide MASA with proof of their Public Liability Insurance, eg Certificate of Currency. The MASA reserves the right to allow use of the venue by the hirer subject to receipt/proof of Public Liability Insurance.

Please note that this must be provided together with the Bond deposit.

- 5.1A** MASA strongly recommends that the Licensee takes out public liability insurance to cover their period of the licence in the amount specified in Item [10] of the Schedule to Licence.

5.2-Indemnity

- 5.2.1 The Licensee hereby agrees to indemnify, to keep indemnified, and save harmless the Licensor, its officers, employees and agents, from and against all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever ("Claims") which may be incurred directly or indirectly by reason of or in relation to the use of the Centre, the Centre Facilities and Additional Facilities by the Licensee or the Associated Persons, including without limitation, Claims arising out of or in connection with any breach by the Licensee of this Agreement or breach of a third party's intellectual property rights; except to the extent that any Claim arises out of any act or omission of the Licensor or any of their respective employees, agents or contractors.
- 5.2.2 The Licensor shall not be liable to the Licensee for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at the Centre for any cause whatsoever, save where any such death, injury or damage results from a negligent act or omission of the Licensor, its agents or employees.
- 5.2.3 The Licensee agrees to occupy and use the Centre at its own risk and releases the Licensor from all claims and demands of any kind and from any liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Centre, unless caused by an act or omission of the Licensor (except where acting on instructions of the Licensee).

6. CANCELLATIONS

The MASA reserves the right to retain the deposit. It will be at the discretion of the MASA Executive Committee whether part or all of a deposit will be returned, except in the following two instances:

- **A charge of 50% of the total hire fee** will be made for cancellation of **less than a week's notice**.
- **A charge of the total hire fee** will be made for cancellations of **less than 24 hours notice**.

7. OPERATING PROCEDURES

- 7.1 Licensees are to respect the property of MASA and the rights and belongings of other patrons of the Centre. Under no circumstances is furniture to be taken outside of the building. All damage, breakages and losses must be reported to the MASA as soon as practicable.

Compensation for damage to MASA or its equipment, including loss of equipment, will be required. ALL CHILDREN ARE TO BE SUPERVISED AT ALL TIMES.

- 7.2 Licensees are to respect the rights of nearby residences. This includes:

- Not using, or doing, anything that is noisy, offensive or dangerous so as to cause a disturbance.
- Not doing anything that causes annoyance, nuisance, or damage to any occupier or owner of nearby property.
- Not doing anything that may become an offence against any Act or Law.

Failure to comply MAY at a minimum result in a reduction of Bond Repayment or RECOVERY IN FULL of cost incurred – if a complaint is made.

- 7.3 **Licence charges do not cover the setting up of seating, tables or equipment. Such work is the responsibility of the hirer. If table and chairs are not returned to their original location after the hirer's event, a separate fee will be charged to do so, which will be deducted from the bond deposit.**

THE CENTRE

- 7A.1 It is a condition of the Licence of the Centre that its maximum capacity of 350 persons is not exceeded.
- 7A.2 It is a further condition of the Licence of the Centre that the following hours for its use are to be strictly adhered to:
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| Monday through to Thursday inclusive | : 9.00 a.m. to 10.00 p.m. |
| Friday and Saturday | : 9.00 a.m. to 1.00 a.m. the following day |
| Sunday | : 10.00 a.m. to 12.00 midnight |
- 7A.3 The Licensee must maintain the Centre and its contents in good condition at all times and further, must not remove from the Centre any of the goods or chattels which go towards forming the component parts of the Centre and its contents.
- 7A.4 The Licensee must not use, remove or otherwise take any stock of any kind which is stored within the Hall or its surrounds unless with the prior consent of the President or Hall Bookings Coordinator.
- 7A.5 The Licensee is responsible for any damage whatsoever caused to the Centre while it is in their possession and subject to any use of any kind consequent on this.
- 7A.6 Smoking is not permitted in the Centre.
- 7A.7 Noise and music must be kept at a reasonable level.
- 7A.8 Entry to the Hall is at all times and by all persons to be through the main door of the Centre.
- 7A.9 At the end of the licence period or at any time before this when the Licensee has completed their use of the Centre the Licensee shall ensure the total security and safety of the Centre. This is to include the closure and/or locking of all doors, and windows, the turning off of all lights and air conditioners and the main and any supplementary gas valves.
- 7A.10 Prior to vacating the Centre the Licensee must clean the Centre to the satisfaction of the President or the Hall Bookings Coordinator. This is to include (but not limited to) cleaning the tables and chairs, floor, kitchen area (including utensils), bar area, toilets and remove any rubbish and food, decorations and adhesive tape. All table and chairs are to be repositioned to the place where they were prior to the Licence.
- If the Centre is not cleaned to the satisfaction of the President or the Hall Bookings Coordinator, the President or Hall Bookings Coordinator shall reserve the right to engage professional cleaners to clean the Centre and the cost of such professional cleaners shall be borne by the Licensee.
- 7A.11 The President and/or the Hall Bookings Coordinator shall at all times have free access to any part of the Centre during the Licence.
- 7.4 Under no circumstances are wedding guests to throw confetti or other like material anywhere on the premises. Failure to comply will result in an additional cleaning surcharge to be determined in accordance with the hourly cleaning rate and time undertaken.
- 7.5 Decorations – **NOTHING** is to be attached to any surface, blu-tak may be used on wooden surface only (no staples, pins or adhesive tapes).

7.6 Hirers are to provide their own cutlery, glassware, cookware (crockery), kitchen tools and tableware.

8. DAMAGES

Hirers will be required to pay for any property and equipment that is damaged, lost or stolen as a result of your hire and agree to indemnify MASA against all proper costs, charges and expenses in respect thereof.

Below is an example list of possible costs deductible from your Bond prior to refund, if damages exceed the bond, you will be liable for any extra costs incurred:

Item Penalty

- Damage to the structure of the building - cost of repair
- Electrical equipment - fee for report or replacement
- Damage to tables, chairs, doors, locks or equipment
- Cost or repair & replacement
- Extra cleaning fee as required
- Doors not secured on vacating premises - penalties dependent on costs caused by any intruder or security call out

9. LIQUOR PERMIT

In accordance with the provisions of the *Liquor Licensing Act (SA) 1999*, a Limited Licence must be obtained for the supply of liquor at a function where either:

- The cost of liquor is to be recouped by imposing an admission/cover charge on those attending the function or;
- Liquor is to be sold on the premises

It is the responsibility of the hirer to arrange for the relevant Limited Licence, a copy which must be lodged with the MASA no later than 14 days prior to the function. Limited Licences are available from the office of Consumer and Business Services, Customer Service Centre, Ground Floor (Street Level) 91 Grenfell Street, Adelaide, Telephone (08) 8226 8555 ("Liquor Licensing"). The hirer must take the licence to the function.

MASA will notify Liquor Licensing of its intended suspension of its licence for the nominated date of the function.

10. NOISE

The volume of music must be controlled in the interests of the nearby residents and must cease no later than 1.00am in the case of an evening booking. The volume of music played shall be no greater than that which would conform to the provisions of the Environmental Protection Act. Excessive noise will result in the loss of bond money.

11. KEYS

Keys are available on the day of the function or, in the case of a weekend booking, on the Friday afternoon immediately prior. Keys must be returned the first working day after the function.

12. SMOKING

Smoking is not permitted in the Messinian Function Centre building. This is in accordance with MASA's Occupational Health and Safety Policy. Fire extinguishers are provided for the use in emergency situations only.

Cigarette butts must not be left on the outside grounds of the building. Outdoor ashtrays are appropriately placed outside for the discarding of cigarette butts. Failure to clean up discarded cigarette butts from the outdoor area may result in additional fees being charged.

13. BARBECUES

No food is to be cooked on a barbeque or any kind of open cooking device either inside or outside of the building, except in the designated area.

The consumption of food or beverages and the provision and playing of music or entertainment shall be restricted to inside the building.

13A. STATE AND COMMONWEALTH LAW

The Licensee is not to use the Centre for the purposes of engaging in any activity which contravenes a State or Commonwealth Law.

The Licensee shall comply at its own cost with all applicable laws, regulations, by-laws and standards in its use of the Centre.

13B. NO WARRANTY OF FITNESS FOR PURPOSE

The Licensee has properly informed itself as to the suitability of the Centre for the stated purpose and has not relied upon any representation or advice of the Licensor, its officers, employees or agents and has obtained all necessary authorisations, licenses, consents, releases and waivers from third parties to enable the event to be conducted.

14. SPECIAL CONDITIONS

The MASA may at any time impose special conditions on the hirer in addition to the standard Conditions of Licence. In this instance, the hirer shall be notified in writing prior to the function.

MASA Contact Details

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