



## BOOKING CONTRACT

Hirer's Details			
Hirer's Name			
Address			
Mobile Number			
Email Address			
Function Details			
Date		Time	
Function Type (tick)	Chill'd Picnic <input type="checkbox"/>	Styled Setting <input type="checkbox"/>	Bell Tent Picnic <input type="checkbox"/> Pod Picnic <input type="checkbox"/>
Expected number of Guests			
Description of Function			
Notes: <ul style="list-style-type: none"> <li>• Please read the attached booking terms and conditions before signing and returning this form.</li> <li>• If you're booking for a special occasion you are more than welcome to bring additional items such as balloons, cake and party decorations!</li> <li>• As we can't control the weather, from time to time it does ruin our Picnic plans... We will always try to accommodate where we can &amp; alter plans to work around it but sometimes we can't avoid it. In the case of wet weather, if your booking is cancelled more than 48 hours out from your booking date we can provide a refund or change of date. We will always do our best to work with you to ensure you have the best day possible! For full details of cancellations, please refer to the attached booking terms and conditions.</li> </ul>			
<b>Signed:</b>		<b>Date:</b>	

**THE SOUL NOOK COLLECTIVE**  
**VENUE HIRE AGREEMENT TERMS & CONDITIONS**

**PARTIES:**

1. **The Soul Nook Collective**  
of 89 Queen Street, Marburg QLD 4346
2. **The person named in the Schedule**  
of the address specified in the Schedule  
("Hirer")

**BACKGROUND**

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- A. The Soul Nook Collective has the control, management and possession of the Building and Grounds.
- B. The Soul Nook Collective offers parts of the Building or Grounds on hire for specific functions.
- C. The Hirer has requested and The Soul Nook Collective has agreed to hire to the Hirer the Function Area on the terms and conditions set out in this Agreement.

**OPERATIVE PROVISIONS**

**1. Definitions and interpretation**

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In this Agreement, unless the context otherwise requires:

- **"Building"** means the Soul Nook Collective of 89 Queen Street, Marburg QLD 4346.
- **"Grounds"** means the outside grounds surrounding the building at 89 Queen Street, Marburg QLD 4346, including any tents, gazebos or erected buildings or spaces that sit on those Grounds.
- **"Business Day"** means a day on which trading banks in the City of Ipswich are open for business;
- **"Confirmed Booking"** means a booking confirmed in writing by The Soul Nook Collective after payment of the required deposit;
- **"Function"** means the function to be held by the Hirer at The Soul Nook Collective on the Function Date;
- **"Function Area"** means the part of the Building or Grounds specified in the Schedule, or such other parts of the Building or Grounds as The Soul Nook Collective decides to substitute as a replacement area at its absolute discretion either before or during the Function;
- **"Function Date"** means the date specified in the Schedule;
- **"Function Times"** means the times specified in the Schedule;
- **"Hire Fees"** means the hire fees specified in the Schedule;
- **"Schedule"** means the application form attached to this Agreement;
- a reference to the singular includes the plural and visa versa;
- a reference to a gender includes any gender;
- a reference to individuals includes corporations and visa versa;
- a reference to a Schedule is to a Schedule of this Agreement;
- the words "includes" or "including" are not words of limitation;
- a reference to a statute, regulation or other law includes all regulations and instruments made under such law and all consolidations, amendments, re-enactments or replacements of it;
- where a word or phrase is defined in this Agreement other parts of speech or grammatical forms of that word or phrase have a corresponding meaning;
- headings are convenience only and do not form part of this Agreement;
- the obligations and liabilities imposed and the rights and benefits conferred upon the parties to this Agreement are binding on them and continue in favour of each of the parties' entitled successors, legal representatives and permitted assigns;
- any obligation covenant or liability arising from this Agreement where a party consists of more than one person binds each of those persons jointly and severally;

**2. Venue Hire**

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- 2.1 The Soul Nook Collective 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 and any other applicable fees and charges and to comply with the terms and conditions of this Agreement.
- 2.2 This Agreement is not intended to grant any exclusive rights in relation to the Function Area, and The Soul Nook Collective 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.

**3. Hire Fee**

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- 3.1 The Hirer must pay the Hire Fee to The Soul Nook Collective as follows:
  - (b) The full payment of the Hire Fee at least 7 Days before the Function Date.
- 3.2 The Hirer's booking will be confirmed by The Soul Nook Collective only upon receipt of full payment.
- 3.3 The Soul Nook Collective may change the Hire Fee at its discretion if the Hirer's proposed Function Date or Function Times or any other specifications change.

#### **4. Cancellation of Bookings**

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- 4.1 The Hirer may cancel a Confirmed Booking at any time by written notice to The Soul Nook Collective, in which case The Soul Nook Collective may deduct from the deposit a cancellation fee of:
- (a) If written notice is received less than 48 hours prior to The Function, The Hirer may receive a full refund or credit to rebook at a later date MINUS a 20% cancellation fee.
  - (b) If written notice is received greater than 48 hours prior to The Function, The Hirer may receive a full refund or a credit to rebook at a later date.
- The Soul Nook Collective must refund to the Hirer the balance of the booking fee after deduction of the cancellation fee.
- 4.2 The Soul Nook Collective may cancel a Confirmed Booking at any time if, in The Soul Nook Collective's reasonable opinion, an event has occurred causing the Function Area, Building or Grounds to be unsafe or inappropriate to hold the Function. If that occurs and, in The Soul Nook Collectives reasonable opinion, the Hirer is not in any way responsible for the cancellation, then Her Majesty's must refund the booking fee in full or offer a credit at The Hirer's discretion.

#### **5. Hirer's Obligations**

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- 5.1 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 Grounds 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 or Grounds;
  - (c) attach any sign, decoration or other item to any part of the Building or Grounds;
  - (d) interfere with or alter any of the electrical, security, lighting or sound systems in the Building or Grounds;
  - (e) invite or permit into the Building or Grounds more than the expected number of guests specified in the Schedule;
  - (f) enter areas of the Building or Grounds other than the Function Area, except for the areas designated by the The Soul Nook Collective as common areas or as the route for entry to and exit from the Function Area or for use of toilet or shopping facilities;
  - (g) cause any nuisance to neighbours or other users of the Building or Grounds;
  - (h) create excessive noise or vibration in any part of the Building or Grounds;
  - (i) bring into the Building or Grounds any flammable materials, or light or maintain a naked flame except in a manner approved in writing by The Soul Nook Collective;
  - (j) take or consume any food or drink outside the Function Area, except into any areas of the Building or Grounds specifically designated by The Soul Nook Collective for that purpose;
  - (k) smoke anywhere inside the Building or Grounds;
  - (l) use the Function Area or the Building or Grounds for any purpose except the Function as described in the Schedule;
  - (m) do, say or display anything defamatory, offensive or of a pornographic nature.
- 5.2 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;
  - (c) Ensure that children are supervised at all times.
- 5.3 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.
- 5.4 The Hirer is responsible for any advertising of the Function.
- 5.5 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 clean and tidy condition.
- 5.6 All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by The Soul Nook Collective before the Function and may be subject of a further charge.
- 5.7 The Hirer must comply with all directions of The Soul Nook Collective's management and staff whilst in the Building or Grounds.
- 5.8 All deliveries for the Function must be arranged with and approved by The Soul Nook Collective prior to delivery.
- 5.9 The Soul Nook Collective reserves the right to refuse entry to the Building or Grounds to any of the Hirer's guests.
- 5.10 The Hirer may only permit its contractors (such as operators of electrical, lighting or sound systems and any providers of music or other entertainment) to provide services at the Function if they have first been approved in writing by The Soul Nook Collective.

#### **6. Insurance**

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The Soul Nook Collective has public liability insurance of \$20 Million through Elders Insurance.

Policy Number: EG-U412034-BPK.

ABN: 78 003 191035

ASFL: 239545

Phone Number: 13 56 22

Commencement date 11/08/2020

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## **7. Indemnity**

The Hirer hereby indemnifies The Soul Nook Collective and The Soul Nook Collective'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 or Grounds;
- (c) Alteration by The Soul Nook Collective of the Hire Fee or Additional Fees;
- (d) The Soul Nook Collective changing the area of the Function Area;
- (e) The Soul Nook Collective cancelling a Confirmed Booking; or
- (f) any actions of the Hirer's employees, staff, contractors, agents, and invitees.

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## **8. GST**

- 8.1 The parties acknowledge that, unless otherwise specifically stated, all payments and amounts stated or arising under this Agreement are inclusive of GST. If GST is payable on a Taxable Supply made in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the amount of GST payable in respect of that Taxable Supply as additional Consideration.
- 8.2 No payment of any amount pursuant to the previous sub-clause and no payment of the GST amount where the Consideration for a Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note, as the case may be, to the recipient.
- 8.3 Where a supplier incurs a cost or expense for which it may be reimbursed by, indemnified against, claim against or set-off against the other party under this Agreement, the amount to be paid or credited is the cost or expense (reduced by the input tax credit that the supplier may claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient as calculated under this clause.
- 8.4 If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay and indemnify the payee against the amount of that GST. A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.
- 8.5 For the purposes of this clause, "GST", "Tax Invoice", "Taxable Supply", "Consideration" and "Adjustment Note" have the meanings given by the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth)

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## **9. Governing law**

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

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## **10. Assignment**

- 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.

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## **11. Entire agreement**

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

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## **12. Variation**

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.

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## **13. Waiver**

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.

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

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

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## **15. Survival**

- 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.