

## FACILITY HIRE APPLICATION

**Facility:** \_\_\_\_\_  
**Organisation:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

### Function Details (Casual):

<b>Date:</b>		<b>Time:</b>	
<b>Set Up Date:</b>		<b>Time:</b>	
<b>Cleaning required after event:</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<b>Time:</b>
<b>Rehearsal (if required)</b>		<b>Time:</b>	

OR

### Function Details (Long-term):

<b>Start Date:</b>		<b>Time:</b>	
<b>End Date:</b>		<b>Time:</b>	
<b>Cleaning required after event:</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

**Description of Function:** \_\_\_\_\_

**Number of attendee's expected:** \_\_\_\_\_

**Will facility tables and chairs be used:** Yes  No  If so, how many: \_\_\_\_\_

**Will existing kitchen facilities be used:** Yes  No

**Will any other electrical appliances be used?** Yes  No   
 (Bain-marie, extension leads, musical equipment etc. if yes all must be tested and tagged).

**Will external contractors be employed for the function:** Yes  No   
 (i.e. Caterers/Bands, etc. Please note that all contractors are required to hold public liability insurance. By signing this agreement, you are acknowledging that the certificate of currency has been sighted).

**Will alcohol be consumed at the function?** Yes  No

**Is a licence required to serve alcohol at the function?** Yes  No   
 Council will require a copy of the Liquor Licence 28 days prior to the function.

**Have the Police been notified of the function?** Yes  No   
 (It is a requirement of Council that the organiser shall notify the Police of the function as per Clause 9.6)

**Certificate of Insurance Currency (if applicable)**

<b>Name of Insured:</b>			
<b>Policy Number:</b>		<b>Expiry Date:</b>	
<b>Have you submitted a copy of insurance certificate to council?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>You are required to conduct a Risk Assessment for this event. Have you conducted a Risk Assessment for your event? (Incl 355 committees)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

**Release**

The Hirer agrees unconditionally to release Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with any act, default or omission of Yours and Your Agents. The Hirer agrees not to sue or make any claim or demand against Council in matters covered by this release.

**Indemnity**

The Hirer agrees to indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- Loss of, loss of use of, or damage to property of Council; or
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;
- Resulting from or by reason of anything done or omitted to be done by you arising out of your activities undertaken at or near Council’s facility;

Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

**I, the undersigned, have read and understand the terms and conditions for hiring and agree to abide by them.  
Failure to do so may result in the deposit and/or bond being forfeited.**

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**On behalf of (Group):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## OFFICE USE ONLY

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Liquor Licence Received (if required) Yes / No

Public Liability Certificate Received Yes / No Trim Reference: \_\_\_\_\_

Conditions of Hire Signed: Yes / No

### FEES

Hall: \$ \_\_\_\_\_

Rehearsal Fee: \$ \_\_\_\_\_

Cleaning: \$ \_\_\_\_\_

Bond: \$ \_\_\_\_\_ Trust ID No: \_\_\_\_\_

Total Amount to Pay \$ \_\_\_\_\_ Receipt No: \_\_\_\_\_

Date: \_\_\_\_\_

### COUNCIL OFFICER SIGN OFF

Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Bond Returned: \$ \_\_\_\_\_ Date: \_\_\_\_\_

## RETURN OF BOND

The refundable bond will be returned to the hirer after the completion of the hall inspection.

Payment of the refundable bond will be deposited directly into the specified bank account. Please provide the following information:

Name of Bank: \_\_\_\_\_

BSB: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Name: (Printed) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## **FACILITY HIRE – TERMS & CONDITIONS**

### **1. Hire Process**

- 1.1 Federation Council is the administrator for the hire of all Council owned facilities except where this has been delegated to a Section 355 committee of Management of lease holder. Under this agreement the Committee of Management is the administrator for this purpose.
- 1.2 All groups or individuals hiring a Council facility shall first complete an Application for Hire form which shall be signed by the responsible person and state all required details.
- 1.3 Council or the Committee of Management reserve the right to refuse any booking.

### **2. Fees and Bonds**

- 2.1 The user group will only be entitled to use the particular part or parts of the building specified when booking. The Council reserves the right to hire any other portion of the building for other purposes at the same time.
- 2.2 These Conditions of Hire apply to all hireable spaces.
- 2.3 Fees for hire will be set out as per Fee Schedule on the Application for Hire form and will be reviewed on an annual basis by the Federation Council in line with Councils Fee and Charges Policy.
- 2.4 All bookings will require bond as part of security against damage, or for breach of any part of the agreement.
- 2.5 The hire charges must be paid in full one week prior to use, or otherwise as arranged with Federation Council. Invoices can be issued for regular users upon request.
- 2.6 The deposit will be returned to the hirer within two weeks of the event (or as mutually agreed) providing there is no damage, missing equipment, the room is left clean and the key/security card is returned.
- 2.7 The Hirer will be required to vacate the facility within the specified time. If additional time is required this must be booked and the rental may be charged accordingly. It is the Hirer's responsibility to ensure caterers and such vacate the facility and remove all equipment, furniture and rubbish at the specified time. Rubbish will be placed in the bins provided; additional rubbish must be removed by the hirer.
- 2.8 Regular users of a Facility are permitted to enter into a multiple hire agreement. In fairness to other users Council may override this agreement and re-allocate a Facility up to a maximum of four (4) times per year.

### **3. Cancellation of Booking**

- 3.1 A cancellation fee may be incurred if the Hirer cancels the use of the facility less than one (1) week prior to the booked date.
- 3.2 Council reserves the right to cancel any booking by notice in writing to the Hirer. The right will only be exercised under exceptional circumstances. Should it be necessary for Council to cancel any booking then any fees paid in advance will be refunded.

### **4. Damage**

- 4.1 The hirer shall immediately reimburse Federation Council for any damages caused to buildings, fixtures, furniture, fittings or equipment at a cost determined by Council. Where damage sustained is deliberate or an act of vandalism, the matter will be referred to the Police for prosecution.
- 4.2 Where the cost of the damage is equal to or less than the bond, this fee will be subtracted from the bond. Where amounts are higher, the bond will be withheld and the hirer invoiced for the outstanding charges.
- 4.3 The hirer will not attempt to repair or conceal any damage caused to the premises or its furniture or fixtures and must notify Council of any such damage at the first possible instant.
- 4.4 The hirer shall ensure that caterers and persons arranging decorations take every precaution to protect the floors from any damage. Do not drag tables and chairs; they are to be moved with the trolley supplied.

## **5. Cleaning**

- 5.1** Cleaning of the hired space is required prior to the hirer leaving the site unless otherwise arranged with Council. The room/s hired must be left the way it was found with all furniture and other equipment returned to its original location.
- 5.2** Should the premises be left in an unsatisfactory state, Council will organize a cleaning contractor and the cost shall be passed onto the hirer.
- 5.3** The hirer will ensure that all rubbish is removed from outside surrounds and car parks including and not limited to cigarette butts, bottle tops, food wrappers, containers, etc.
- 5.4** Food or drinks of any type are not to be carried or consumed on the dance floor. Failure to comply with this condition may result in an additional cleaning surcharge.

## **6. Keys, Security and Fire Procedures**

- 6.1** A key or security card will be arranged as part of the room hire. It will be the responsibility of the hirer to ensure the safe keeping of the key or card. The key or security card must be returned by the first working day after the event unless prior arrangements have been agreed to.
- 6.2** A site induction may need to take place prior to the booking in some instances where deemed necessary to familiarize the hirer with the building.
- 6.3** Whilst using the Facility for the agreed hire period, the hirer will be responsible for the entire venue including the security of the Facility. If absent from the facility at any time during the period of hire the hirer must nominate a person over 21 years of age who will assume this responsibility.
- 6.4** The hirer agrees that if the key/card for the facility is lost, they shall be fully responsible for all costs incurred by Council for any changes or replacements.
- 6.5** The facility and associated areas must be left secure upon vacating the building including activation of alarms where applicable.
- 6.6** A false alarm will initiate an afterhours call and may also attract a fee from any attending Emergence Services. If alarms are activated through the negligence of the hirer, all costs incurred will be invoiced to the hirer.
- 6.7** Council's Facilities are fitted with Fire Protection Devices for the safety of patrons. It is the responsibility of the hirer to be fully aware of the location and operation of all apparatus. Any inquiries should be clarified with a Council Officer prior to the commencement of the function. Unauthorised discharge of fire extinguishers will result in a cancellation of the bond and the hirer invoiced for any associated fees.
- 6.8** An Emergency Action Plan is displayed in all Council owned premises. It is the responsibility of the hirer to ensure that all patrons are familiar with this plan in the event of an emergency.

## **7. Insurance**

- 7.1** Casual hirers of Federation Council Facilities are covered for Casual Hirers Liability Protection. A Casual hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non profit making purposes, less frequently than once per calendar month or twelve times per calendar year. A casual hirer's activity may include Birthday parties, Christenings' and Weddings (regardless of whether it is held in a hall or in a Council park).

- 7.2** Organisations/Groups must present to Council evidence of a current public liability policy with a minimum cover of **\$20 million prior to approval of the application.**
- 7.3** All contractors working on behalf of the organizer in any capacity will provide the hirer a copy of their current public liability policy (minimum cover \$20 million) prior to engaging in any activity in the facility. **It is the responsibility of the hirer to ensure that a copy of the policy is attached to the application.**

## **8. Claims**

- 8.1** Federation Council will not be held liable. The hirer shall be responsible for any accident, loss, damage, theft or any injury sustained by any persons using any part of the halls and its facilities and equipment during the currency of the hiring.
- 8.2** Federation Council must be notified of any equipment or articles brought into the premises by the hirer. Council has the right to deny the use of any piece of equipment or article it may deem unsuitable for the venue, (i.e. for Fire Safety reasons or items that may contribute to the damage of the facility or its fixtures.)
- 8.3** Council will not be held liable for the loss or damage of any equipment or article brought into the premises by the hirer and any subsequent damage this equipment may cause.

## **9. Expectations on Behaviour**

- 9.1** Smoking is not permitted anywhere inside Council owned facilities.
- 9.2** Council encourages access to all groups. Any individual or group which through their behavior limits the enjoyment of other users will be asked to leave the facility and denied any future entry.
- 9.3** Animals (with the exception of assistance animals) are not permitted to enter the facility.
- 9.4** All children must be under adult supervision at all times.
- 9.5** Hirers under the age of 21 years must have the application form completed by a parent/carer or responsible person over 21 years of age. This person will be responsible for the overall supervising of the function.
- 9.6** The hirer shall, when so directed by Council arrange for licensed security guards to be in attendance. The hirer will also inform local Police of the function.
- 9.7** The hirer will ensure that adequate provisions are made to control the behavior of patrons attending the function. This provision includes the behavior of patrons when leaving the venue with consideration shown to neighbouring residents.
- 9.8** Unless prior arrangements are agreed to by Federation Council all functions will cease by 12:30am.
- 9.9** Complaints of excessive noise or unruly behavior may render the hirer or associated organization unacceptable to utilize council Facilities for future functions.

## **10. Liquor**

- 10.1** If Liquor is to be sold either directly or as part of an inclusive charge, a License will be required from New South Wales Independent Liquor and Gaming Authority. A copy of the license must be provided 23 days prior to the function and will form part of the Hire Agreement. The license must cover all areas where liquor is intended to be sold, served and consumed and nominates the licensee for the function.

- 10.2** Federation Council reserves the right to impose conditions additional to the license granted where it believes that greater Risk Management Strategies are required. These conditions must be accepted as a condition of hire.
- 10.3** The hirer will not bring into or receive or provide in the facility any liquor without a copy of the appropriate license where applicable provided to Council.
- 10.4** The hirer or nominated licensee shall be deemed accountable for the Responsible Service of Alcohol and will ensure compliance of all conditions imposed.
- 10.5** If regulations permit that a license is not required to serve alcohol at a function the hirer or their nominated person will be deemed accountable for the Responsible Service of Alcohol.
- 10.6** Minors will be supervised at all times as underage drinking will not be tolerated. Further penalties may be imposed by Council if offences detected including termination of function and bond forfeited.
- 10.7** Unless an extension of trading hours is approved prior to the booking date, the hirer will ensure alcohol will cease being served no later than 12 midnight. It is expected that all functions will cease and all persons will vacate the building by 12:30am.
- 10.8** The hirer is permitted to remain on the premises past 12:30am for the purpose of cleaning the facility.

## **11. Acts and Regulations**

- 11.1** The hirer shall comply with all relevant Local, State and Federal Laws, Acts, Legislation and Regulations.
- 11.2** The hirer must notify the Police and Federation Council when a person is detected to be committing any such offence whilst on Council property.
- 11.3** Any injuries to persons or damages to property sustained during the period of hire must be reported to Federation Council as soon as is practicable.

## **12. Equipment**

- 12.1** No equipment, furniture or fittings shall be removed from the facility at any time without prior consent of the Council.
- 12.2** No cooking appliances, daiquiri machines, smoke machines, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of Council. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.
- 12.3** The hirer will ensure that correct manual handling techniques are used for moving and stacking furniture.

## **13. Good Order and Condition**

- 13.1** The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of hiring.
- 13.2** In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter contained thereon, the decision of the Council thereon shall be final and conclusive.

**14. Exit Procedures:**

**14.1** On leaving the premises ensure that:

- 14.1.1** Tables and chairs are cleaned and stacked in their designated area.
- 14.1.2** Kitchen benches, crockery and equipment must be cleaned and put away.
- 14.1.3** All surfaces must be disinfected after use.
- 14.1.4** All foodstuffs are to be removed.
- 14.1.5** All fittings, utensils and contents must be left in good working order and any breakages must be reported to Council staff immediately.
- 14.1.6** All rubbish is to be removed from site. Large bins are not provided.
- 14.1.7** Floors must be mopped and/or vacuumed to the satisfaction of Council.
- 14.1.8** Floors and toilets to be cleaned thoroughly to the satisfaction of Council.
- 14.1.9** Lights, heaters and air conditioners are turned off.
- 14.1.10** All doors and windows are closed and locked and alarms activated.
- 14.1.11** The facility is left clean and in the state in which it was found.

**PLEASE NOTE: AT NO TIME IS ANY FURNITURE TO BE REMOVED FROM THIS HALL**

**FAILURE TO COMPLY WITH THE ABOVE CONDITIONS WILL MEAN FOREITURE OF THE BOND**

It is a requirement of Council that the organiser shall notify the Police of the function. (Refer Clause 9.6)

Facilities must be locked and secured by the hirer prior to leaving the facility at conclusion of function event



## Conclusion of Event Checklist

**To be returned to Council at the conclusion of hire period with the key/s or card/s**

Cleaning of the hired space is required prior to the hirer leaving the site. Should the premises be left in an unsatisfactory state, Council will organise a cleaning contractor and the cost will be passed on to the hirer

Checklist:	Hirer	Council
Tables and chairs have been cleaned and stacked in their designated area		
Kitchen benches, crockery and equipment have been cleaned and put away		
All services have been disinfected after use		
All foodstuffs have been removed		
All fittings, utensils and contents have been left in good working order (any breakages must be reported to Council)		
All rubbish has been removed from the facility		
Toilets have been cleaned thoroughly		
Floors have been swept/vacuumed and mopped		
Lights, heaters and air conditioners have been turned off		
All doors and windows are closed and locked and alarms activated (if required)		
The facility has been left clean in the state in which it was hired		

**The facility is clean and in the state in which it was hired**

(Signed Hirer) \_\_\_\_\_ Council \_\_\_\_\_ Date \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Please return the keys/card with this signed form by 12noon next business day

### Event – after hours Contact Details

**Council contact during business hours (02) 6033 8999**

**Council contact after hours (emergency) 1800 110 088**

**Police 000**

**Ambulance 000**

**Fire 000**