

# Committee Facility Casual Hire Terms & Conditions

## Definitions

- a) Committee: Refers to Nambucca Valley Council's S355 Committee of Management.
- b) The Hirer: Refers to the person named on the agreement attached hereto.
- c) The Facility: Refers to the facility named on the agreement attached, including the whole of the premises of the Facility, both internally and externally.

**THIS AGREEMENT** is entered into between Nambucca Valley Council and the Hirer. This Agreement will commence from and continue to, the dates set out on the agreement.

The Committee and the Hirer have agreed that the facility will be hired out on the following terms and conditions:

### 1. The Hirer

- a) The Hirer must be 18 years of age or over and must provide proof of age, when submitting an application to use the Facility.
- b) If the Hirer is hiring the facility on behalf of a sporting body, club, association, corporation or incorporated body, or any person or group of persons who is hiring for commercial or profit making purpose OR if at your event a stall holder, performer, Amusement Device operator etc, is receiving a payment they are deemed to be a profit-making concern, they must possess and provide a copy of their Certificate of Currency for Public Liability Insurance and Products Liability Insurance. A minimum coverage amount of \$20 million is required and an active ABN and/or ACN number.
- c) The Hirer must provide at least one contact with a mobile phone and email address for communication purposes.

### 2. Approved Use of the Facility

- a) The Hirer must disclose the intended use of the Facility, including the nature of the function.
- b) Committee have the authority to deny access to a hirer where the activity is considered inappropriate for the venue.
- c) Bookings will not be accepted for 16 through to 21st Birthday parties – *applies to certain facilities*.
- d) Failure to advise the Committee of any of the functions listed in Section 2 (c) may result in the forfeiture of all or any part of the bond.
- e) The function must not be openly and/or publicly advertised without prior, written consent from the Committee. This includes advertising via the internet including social media and forums. Breach of this condition may constitute a prohibited use pursuant to clause 5 of this agreement.
- f) The Hirer acknowledges that if they are hiring the facility for the purpose of hosting a special event, they will be required to complete the Application for Event on Council Land form and abide by any special conditions as outlined in the approval letter. These can be found on Council's Website [www.nambucca.nsw.gov.au](http://www.nambucca.nsw.gov.au)

### 3. Fees and Charges

- a) The Hirer must pay the total amount for hire on the issue date. If an invoice is issued the booking is a confirmed booking.
- b) All fees and charges are adopted annually by Nambucca Valley Council and are subject to change each financial year. Payment methods are listed on the Tax Invoice supplied to you by the booking officer.

#### **4. Bond**

- a) The bond payable is in accordance with Committee's Schedule of Fees and Charges.
- b) Committee will refund the bond in the name of the hirer and send to the address of the hirer within fourteen (14) days after the function if the Committee deems that the Facility is left in a satisfactory condition.

#### **5. Prohibited Use of the Facility**

- a) The Committee reserves the right to decline the application for hire, if it constitutes a prohibited use of the Facility. Prohibited uses of the Facility include but are not limited to: **I.** Any unlawful activities, including but not limited to, underage drinking, unauthorised sale of goods, unauthorised fundraising **II.** Functions that would be deemed offensive or discriminatory to the community or a section of the community, per the standards contained in the Anti-Discrimination Act 1977 (NSW). **III.** Any activities that Committee deems to be dangerous, offensive or unlawful. **IV.** Any activities that Committee deems to place the attendees and community at risk of any physical or mental harm. **V.** The use of any kind of pyrotechnics, fireworks, candles and smoke, or dry ice machines in any venue is strictly forbidden. **VI.** Any other activities that Committee deems to be inappropriate.
- b) The Committee/or Council may terminate this Agreement at any time by giving written notice to the Hirer, should it be deemed, due to any matter, that the intended use of the Facility constitutes a prohibited use.

#### **6. Booking of the Facility**

- a) To book the Facility, the Hirer must complete this **application and agreement** to Committee, no less than 14 days, prior to the intended booking.
- b) The hirer must read all terms and conditions contained herein and signify their agreeance by completing and signing the attached application form.
- c) The Hirer must provide the original for photocopying or a certified copy of the Certificate of Currency for Public Liability Insurance to Committee when submitting their agreement (if applicable)
- d) The Hirer must submit original photo identification for photocopying
- e) For regular hirers – The hirer is required to obtain permission from Committee prior to installing or bringing new equipment to the site including items required as a result of grant applications
- f) It is the responsibility of the hirer at its own expense to obtain any necessary approvals for the proposed use of the facility and to conform to all rules, regulations and conditions imposed and/or comply with all notices issued by any authority.

#### **7. Cancellation of a Booking**

- a) Cancellation of a booking must be made in writing to the Committee and be submitted to the community booking officer on this email \_\_\_\_\_.
- b) If notice is given less than 7 days', the Hirer forfeits hire fees paid.
- c) Notification of changes to dates/ times must be made in writing to that Committee's five (5) Business days prior to the scheduled function. Only one free change of date will be permissible, after which each subsequent change will incur an administration fee per Committee's Schedule of Fees and Charges.
- d) For Regular Hirers - The hirer acknowledges that upon termination of agreement, they will be required to leave the areas occupied by them in a clean, undamaged condition. Failure to do so will result in the forfeiture of bond and/or key deposit. Reimbursement will be sought for any additional costs over and above the bond. The bond, or any balance thereof, will be refunded by cheque to the applicant after return of the keys and inspection of facility.

#### **8. Access to Facility**

- a) Access to the Facility will only be permitted once this agreement has been completed, the bond and hire fees have been paid in full and a copy of the Public Liability Insurance Certificate of Currency has been provided to Committee (if applicable).

b) If the Hirer enters the Facility without prior approval before or after your agreed booking time, it may be deemed as trespassing and the appropriate authorities notified.

c) With satisfaction of the conditions contained in the above clause, the Hirer can collect keys to the Facility from the Committee who will provide the Hirer with instructions to access the Facility and the appropriate keys as well as alarm codes for the Facility.

## **9. Cleaning the Facility and Storage areas**

a) The Hirer must clean the Facility adequately prior to leaving the Facility and leave it in the condition that it was in when the Facility was first hired; including but not limited: **I.** All tables and chairs to be cleaned and packed away neatly in the storeroom **II.** Appliances are to be wiped clean **III.** Any mess and spills are to be swept and mopped **IV.** All rubbish is to be collected and placed in tied rubbish bags and left in a neat pile near the entrance of the Facility, for the Committee cleaners to collect. **V.** Do not use the sanitary disposal bins provided for garbage or soiled nappies. **VI.** Soiled nappies not to be disposed of at any time in internal bins, this includes kitchen, rooms and toilet bins. Please ensure to bring appropriate bags and dispose of in external bins as soon as possible. **VII.** Kitchens and Toilets are to be left clean **VIII.** No food items are to be left in the fridge after use & no perishable foods are to be left on kitchen benches.

b) No additional time, outside the hire period, as stated on the agreement form, will be given to the Hirer to clean the Facility. The Hirer must factor in cleaning of the Facility within the hire period.

c) The Hirer is permitted to use the mop, bucket and broom at the Facility but must bring their own cleaning products, including sponges, paper towels, surface sprays, detergents and rubbish bags.

d) Failure to clean the Facility adequately will result in a cleaning fee, deducted from the bond paid by the Hirer.

e) The hirer is responsible for keeping all designated storage areas (where applicable) in a clean manner which does not encourage vermin such as rats / mice, cockroaches, spiders and ants. Once opened all food items are to be stored in a sealable storage containers.

## **10. Leaving the Facility**

a) The Hirer must lock all windows and doors, turn off all lights and electrical appliances (excluding the fridge) and activate the security alarm (if applicable), prior to leaving the Facility.

b) Any additional access to the Facility, that has not been prearranged, may result in an overstay fee charged to the hirer's debtor account, per Committee's Schedule of Fees and Charges.

c) If the Hirer is unable to activate the security alarm (where applicable), they must contact Committee's after-hours service on \_\_\_\_\_

d) If the Facility sustains any damage as a result of the Hirer's use of the Facility, Committee reserves the right to keep the bond or part thereof to repair any damaged sustained.

e) Keys are to be returned to Committee within 2 business days after the booking.

f) If returning the keys outside of business hours, please ensure that the keys are handed to the appropriate committee member.

## **11. Fire and Safety**

a) The Hirer must familiarise themselves with the Facility's displayed Evacuation Plan, including the location of emergency exit doors, prior to commencing use of the Facility.

b) The Hirer is prohibited from the use of fire at the Facility, including fire performances, ceremonies, barbecues (fire). Gas barbeques are permitted as long as they have a cover

c) Cooking appliances including, pizza ovens, deep fryers or naked flame appliances are not permitted to be brought to or used at the Facility under any circumstances.

d) Smoke machines and/or any other machines or equipment that may cause activation of the Facility smoke alarm are not permitted to be brought to or used at the Facility. Non-compliance will result in the Hirer being liable for Fire Brigade fees, should they attend the Facility.

e) The Hirer and any attendees are not permitted to smoke within 10m of the Facility or surrounding grounds (amenities buildings, carparks Tennis and Netball courts) and within 30m of playgrounds.

f) Fire extinguishers are provided at the Facility as a requirement by law and must not be removed or misused. Misuse of this equipment will result in a fee charged to the Hirer's debtor account.

g) The Hirer must inform Committee if the fire extinguishers have been used in any way, during their use of the Facility.

h) The Hirer is responsible for providing adequate first aid supplies relative to the nature of the Facility use.

i) The emergency contact number is "000" should the Police, Ambulance or Fire Brigade be needed. First aid kits are not supplied; hirers may wish to consider bringing a first aid kit of their own. If the emergency services attend for any reason due to the hirer/hiring, the full cost plus any administration charges will be paid by the hirer.

## **12. Electrical Equipment**

a) For any appliances brought to the Facility by the Hirer, it is the responsibility of the hirer to have all electrical items electrically tested and tagged annually in accordance with Nambucca Valley Council's requirements & the electrical appliances must not exceed the power ratings of the Facility's power outlets.

b) The Hirer is not permitted to change or interfere with the electrical systems at the Facility, including the lighting and antennas at the Facility, without prior approval of Committee.

## **13. External Contractors/ Entertainment (Jumping Castles, Decorators, Caterers etc.)**

a) If the Hirer intends to use any equipment to provide service or entertainment by a 3rd party such as but not limited to, Jumping Castles, Decorators or Caterers the Hirer must notify Committee. Petting Zoos are not permitted.

b) The Hirer must provide Committee with the provider's Certificate of Insurance for Public Liability \$20 Million and Committee will reserve the right to decline the use of such equipment at the Facility, having regard to the safety and suitability of the equipment, relative to the Facility.

c) If the Committee approves the use of such equipment at the Facility, the appropriate use of the equipment will be the Hirer's responsibility.

d) The Hirer must provide a silenced generator to power a Jumping Castle or similar equipment and ensure that the equipment is adequately secured rather than pegged.

e) Committee is indemnified against any claims for any damage caused or associated with the use of equipment brought to the Facility by the Hirer.

f) Committee is not liable for any harm or injuries sustained by any individual who has used the equipment brought to the Facility by the Hirer.

g) For sports grounds/reserves a site visit is required and at no time shall any tent pegs be used, holes dug or vehicles driven on the grounds.

## **14. Alcohol and Security Guards**

a) The sale of alcohol is only permitted for charitable organisations and to this extent, an application to the Independent Liquor and Gaming Authority for an Application for Limited licence - single function at least 28 days before the function is required. Refer to [www.licence.nsw.gov.au](http://www.licence.nsw.gov.au) for further information regarding regulations and fees. A copy of the Limited Licence- single function must be provided to Committee prior to obtaining access to the Facility.

b) Where guests are under the age of 18 the Committee requires assurance that there will be a ratio of one (1) adult over 18 years of age to every 10 guests under 18 (with the exception of school concerts or similar events). The adult

supervisors must be capable of maintaining order at the functions. Failure to provide this ratio of supervision may result in forfeiture of all or part of bond regardless of damages caused.

c) Should the Committee determine a static security guard or guards are required the hirer must provide the Committee with proof of security contractor engaged including copy of signed contract and paid invoice at least 1 week prior to booking date.

### **15. Decorations and Furniture**

a) The Hirer can display table decorations and decorations that do not require attachment or affixing to walls and ceilings, at the Facility.

b) The Hirer must remove any decorations at the conclusion of the event.

c) Failure to remove any decorations by the Hirer will result in a removal fee deducted from the bond.

d) The Hirer must not attach streamers and balloons to ceiling fans.

e) The Hirer must not bring any additional furniture to the Facility; the tables and chairs provided by Committee represents the maximum occupancy of the Facility.

f) Failure to abide by the conditions set out in the clause will result in a fee deducted from the bond per Committee's Schedule of Fees and Charges.

### **16. Damages and Breakages**

a) All breakages sustained during the Hirer's use of the Facility must be immediately reported to the Committee on \_\_\_\_\_ or Nambucca Valley Council on (02) 6568 2555.

b) The Hirer will be liable for the full replacement or repair cost of any damage, breakages or loss caused to the Facility, equipment, fittings, contents and the surrounding ground.

c) Committee reserves the right to retain the damage bond to cover the costs associated to repair the damage incurred and charge any additional costs needed in excess of the bond to fully repair the damage.

### **17. Noise and Parking**

a) It is the responsibility of the Hirer to ensure that attendees of the event, do not park in a manner that obstructs traffic and/or access to driveways.

b) The Hirer is responsible for ensuring that noise is kept at an acceptable level and will be held liable should a penalty be issued under the Protection of the Environment Operations Act 2017(NSW), as a result of complaints of excessive noise.

c) All amplified and/or noise will not start before 8:00am on any day, cease by 10.00pm Sunday to Thursday, midnight Friday and Saturday and activities at the facility are to conclude by midnight. Please refer to individual signage at outdoor venues/sport grounds.

d) Unless otherwise provided, the operation of any plant or equipment installed on the premises must not cause the emission of noise that exceeds the background noise level by more than 5dBA (Decibels) when measured at, or computed for, the most affected point, on or within the boundary of the most affected residential premises in the vicinity.

### **18. Child Protection Legislation**

The hirer warrants to the Committee that:

a) It has or will, at all times that are relevant to this agreement comply with all of its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as "the Child Protection Legislation") and, in particular, will comply with those obligations during the term of this Agreement.

b) It does hereby, and forever, indemnify Nambucca Valley Council from and against all claims, demands, actions and suits (and costs thereof calculated upon an indemnity basis) arising out of a breach by the hirer of any of its obligations under the Child Protection Legislation and/or any of the warranties herein contained.

c) It will comply with all of the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.

d) He/she is not a prohibited person within the meaning of the Child Protection Legislation.

e) Insofar as it is aware, none of its existing employees are prohibited persons within the meaning of the Child Protection Legislation and has obtained prohibited persons declaration and has screened all of its current employees within the meaning of the Child Protection Legislation.

## **19. Personal Property/Storage**

a) All goods and items brought to the Facility by the Hirer are the personal responsibility of the Hirer.

b) Any items brought into the venue for the hire must be removed entirely from the premises at the end of the booking where storage rooms or cupboards have not been allocated

c) The Nambucca Valley Council does not accept liability for any damage or loss sustained to goods and items of the hirer.

d) All goods and items brought to the Facility by the Hirer are excluded from the Nambucca Valley Council's insurance policy coverage.

e) Nambucca Valley Council is not liable and will not compensate the Hirer or any attendees for the loss or damage of any goods or equipment of the Hirer or attendees, or any subsequent loss or damage caused arising from the use of the Facility.

## **20. General Obligations of the Hirer**

a) It is the responsibility of the Hirer to ensure that no pets or animals are brought to the Facility except for Assistance Animals.

b) The Hirer must ensure that use of the Facility is restricted to the purpose stated on the agreement form.

c) The Hirer must not sub-let the Facility and the Committee must always have access to the Facility.

d) The Hirer is responsible to induct all staff, clients and guests onto site in a professional and comprehensive manner.

e) Rights and obligations on the agreement or under this agreement are: **I.** Not transferable without the express and written approval of the Council, which may be granted or withheld in Council's absolute discretion. **II.** If the application is made on behalf of a group, company or other body, the person must have and produce evidence of authority to commit the group, company or body to be bound by these conditions and the obligations thereby imposed and will be jointly responsible with the group, company or body for compliance with the conditions and payment of all fees, charges or liabilities which are, or become, payable in respect of the agreement. **III.** In the event of default by the group, company or body, the person will be personally responsible for the noncompliance and/or payment of such fees, charges and/or liabilities. **IV.** If the application is made personally, the person will be responsible for compliance with the conditions of payment of all fees, charges or liabilities which are or become payable in respect of the agreement. In these conditions, a reference to "person" or "persons" include persons, groups, companies or other bodies, whichever is appropriate

f) The Hirer must not obstruct any law enforcement agency from accessing the Facility during the period of hire and must cooperate with any instructions given with respect to the Facility.

g) It is the responsibility of the hirer at its own expense to obtain any necessary approvals for the proposed use of the venue and to conform to all rules, regulations and conditions imposed and/or comply with all notices issued by any authority.

h) The hirer must seek approval for signage/banners to be displayed at the site.

i) The Hirer acknowledges the appointment of the Committee of Management for Nambucca Valley Council, it's delegated representative to regulate the hiring and exercise the powers of Nambucca Valley Council in respect thereof and will comply with any reasonable requirement of such.

**21. Indemnification from Liability**

a) The Hirer agrees to indemnify Nambucca Valley Council from liability for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Hirer that may arise at or using the Facility.

**Acknowledged and Signed by the Hirer:** \_\_\_\_\_

**Date Signed:** \_\_\_/\_\_\_/\_\_\_\_\_