

## **PART 5: TERMS & CONDITIONS - HALL HIRE AGREEMENT**

### **Definitions**

- a) **Council:** Refers to Central Coast Council, situated at 2 Hely Street, Wyong NSW 2259 & 49 Mann Street Gosford NSW 2250
- b) **The Hirer:** Refers to the person named on the agreement attached hereto.
- c) **The Hall:** Refers to the facility named on the agreement attached hereto, including the whole of the premises of the hall, both internally and externally.

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

Council and the Hirer have agreed that the hall will be hired by the Hirer on the following terms and conditions:

### **1. The Hirer**

- a) The Hirer must be 21 years of age or over and must provide proof of age, when submitting an application to use the hall.
- b) If the Hirer is hiring the hall on behalf of a registered or incorporated organisation, they must possess and provide a copy of their Certificate of Currency for Public 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 Hall**

- a) The Hirer must disclose the intended use of the hall, including the nature of the function.
- b) Council 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<sup>th</sup>s through to 21<sup>st</sup> Birthday parties – no exceptions.
- d) Failure to advise Council 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 Council. 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.

### **3. Fees and Charges**

- a) The Hirer must pay the total outstanding invoice within 30 days of the issue date. Once an invoice is issued the booking is a confirmed booking.
- b) All fees and charges are adopted annually by Council and are subject to change each financial year.

**Payment methods are listed on the Tax Invoice supplied to you by the booking officer team.**

### **4. Bond**

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

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

- a) Council reserves the right to decline the application for hire, if it constitutes a prohibited use of the hall. Prohibited uses of the hall 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 Council deems to be dangerous, offensive or unlawful.
  - IV. Any activities that Council 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 Council deems to be inappropriate.
- b) 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 hall constitutes a prohibited use.

## **6. Booking of the Hall**

- a) To book the hall, the Hirer must complete the attached agreement to Council, 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 Council 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 Council 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 venue 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 Council and be submitted to the community bookings team via the following email: [communitybookings@centralcoast.nsw.gov.au](mailto:communitybookings@centralcoast.nsw.gov.au)
- b) If notice is given less than 7 days', the Hirer shall forfeit hire fees paid.
- c) Notification of changes to dates/ times must be made in writing to Council's Customer Service 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 Council'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, shall be refunded by cheque to the applicant after return of the keys and inspection of facility.

## **8. Access to Hall**

- a) Access to the hall 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 Council (if applicable).
- b) If the Hirer enters the hall 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 hall from the Reception Desk at the following locations:
  - i. Halls located North of Ourimbah across to Bateau Bay - Councils chambers at 2 Hely Street Wyong from Monday to Friday between 8.30am to 5pm.
  - ii. Keys for Kincumba Mountain Kiosk, Woy Woy Environment Hall, Terrigal Rotary Club, and other halls with prior arrangement can be collected from Gosford Chambers reception desk at 49 Mann Street Gosford between Monday to Friday between 8.30am to 5pm
  - iii. Council will provide the Hirer with instructions to access the hall and the appropriate keys as well as alarm codes for the hall

## **9. Cleaning the Hall & Storage areas**

- a) The Hirer must clean the hall adequately prior to leaving the hall and leave it in the condition that it was in when the hall 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 hall, for the Council 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 hall. The Hirer must factor in cleaning of the hall within the hire period.
- c) The Hirer is permitted to use the mop, bucket and broom at the hall but must bring their own cleaning products, including sponges, paper towels, surface sprays, detergents and rubbish bags.
- d) Failure to clean the hall 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 & ants. Once opened all food items are to be stored in a sealable storage containers.

## **10. Leaving the Hall**

- 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 hall.
- b) Any additional access to the hall, that has not been prearranged, may result in an overstay fee charged to the hirer's debtor account, per Council's Schedule of Fees and Charges.
- c) If the Hirer is unable to activate the security alarm (where applicable), they must contact Council's after-hours service on 1300 463 954 or All point Security for alarm issues on 1300 130 515 for assistance.
- d) If the Hirer fails to activate the security alarm upon leaving the hall (where applicable), and security or council staff need to attend the hall, where a call out is generated by the hirer, a security fee of \$150 will be charged to the Hirer's debtor account and deducted from the bond paid, as per Council's Schedule of Fees and Charges for security fees.
- e) If the hall sustains any damage as a result of the Hirer's use of the hall, Council reserves the right to keep the bond or part thereof to repair any damaged sustained.
- f) Keys are to be returned to Council within 5 business days after the booking.
- g) If returning the keys outside of business hours, please ensure that the keys are placed into the mail chute located at the Council's main entrance. In Wyong, the chute is located to the left side of glass doors. In Gosford, the chute is located to the right hand side of the glass doors.

## **11. Fire and Safety**

- a) The Hirer must familiarise themselves with the hall's displayed Evacuation Plan, including the location of emergency exit doors, prior to commencing use of the hall.
- b) The Hirer is prohibited from the use of fire at the hall, including fire performances, ceremonies, barbecues (fire). Gas barbecues 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 hall under any circumstances.
- d) Smoke machines and/or any other machines or equipment that may cause activation of the hall smoke alarm are not permitted to be brought to or used at the hall. Non-compliance will result in the Hirer being liable for Fire Brigade fees, should they attend the hall.
- e) The Hirer and any attendees are not permitted to smoke within 10m of the hall or surrounding grounds (amenities buildings, carparks Tennis & Netball courts) and within 30m of playgrounds.
- f) Fire extinguishers are provided at the hall 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 Council if the fire extinguishers have been used in any way, during their use of the hall.
- h) The Hirer is responsible for providing adequate first aid supplies relative to the nature of the hall 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. In the event of an accident or emergency the hirer shall contact Councils' Contact Centre on 1300 463 954

## **12. Electrical Equipment**

- a) Any appliances brought to the hall by the Hirer, is responsible to have all electrical items electrically tested and tagged annually in accordance with council requirements & must not exceed the power ratings of the hall's power outlets.
- b) The Hirer is not permitted to change or interfere with the electrical systems at the hall, including the lighting and antennas at the hall, without prior approval of Council.

### **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 3<sup>rd</sup> party such as but not limited to, Jumping Castles, Decorators or Caterers the Hirer must notify Council. Petting Zoos are not permitted.
- b) The Hirer must provide Council with the provider's Certificate of Insurance for **Public Liability \$20 Million** and Council will reserve the right to decline the use of such equipment at the hall, having regard to the safety and suitability of the equipment, relative to the hall.
- c) If Council approves the use of such equipment at the hall, 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) Council is indemnified against any claims for any damage caused or associated with the use of equipment brought to the hall by the Hirer.
- f) Council is not liable for any harm or injuries sustained by any individual who has used the equipment brought to the hall by the Hirer.

### **14. Alcohol & 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. 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 Council prior to obtaining access to the hall.
- b) Where guests are under the age of 21 Council requires assurance that there will be a ratio of one (1) adult over 21 years of age to every 10 guests under 21 (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 Council determine a static security guard or guards are required the hirer must provide Council with proof of security contractor engaged including copy of signed contract and paid invoice at least 1 week prior to booking date.

### **15. Decorations & Furniture**

- a) The Hirer can display table decorations and decorations that do not require attachment or affixing to walls and ceilings, at the hall.
- 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 hall; the tables and chairs provided by Council Represents the maximum occupancy of the hall.
- f) Failure to abide by the conditions set out in the clause will result in a fee deducted from the bond per Council's Schedule of Fees and Charges.

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

- a) All breakages sustained during the Hirer's use of the hall must be immediately reported to Council's Customer Contact centre on 1300 463 954
- b) The Hirer will be liable for the full replacement or repair cost of any damage, breakages or loss caused to the hall, equipment, fittings, contents and the surrounding ground.
- c) Council 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 & 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 levels and will be held liable should a penalty be issued under the Protection of the *Environment Operations Act 1997 (NSW)*, as a result of complaints of excessive noise.
- c) All amplified and/or noise will cease by 9.00pm Sunday to Thursday, 11.00pm Friday & Saturday and activities at the facility are to conclude by 11.30pm.
- 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 Council 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 shall forever, indemnify 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 hall 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) 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 hall by the Hirer are excluded from Council's insurance policy coverage.
- e) 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 hall.

### **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 hall except for Assistance Animals.
- b) The Hirer must ensure that use of the hall is restricted to the purpose stated on the agreement form.
- c) The Hirer must not sub-let the hall and Council staff must always have access to the hall.
- 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 Central Coast 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" shall include persons, groups, companies or other bodies, whichever is appropriate
- f) The Hirer must not obstruct any law enforcement agency to access the hall during the period of hire and must cooperate with any instructions given with respect to the hall.
- 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. It is to be obtained from the Section Manager, Community Infrastructure and will need to meet size and location requirements set down for the facility
- i) The Hirer acknowledges the appointment of the Manager, Community Partnerships & planning or its representative to regulate the hiring and exercise the powers of Central Coast Council in respect thereof and will comply with and reasonable requirement of such person.

### **21. Indemnification from Liability**

- a) The Hirer agrees to indemnify 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 hall.

**Executed as an agreement:**

**SIGNED** by the Hirer:

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Print Name in Full:

Date: