

Facility: _____

Date of Function: _____

Type of Function: _____

Number Attending: _____ Start Time* _____ Finish Time* _____

Kitchen Required: Yes No

Name: _____

Organisation: _____

Address: _____

Telephone Number: _____ (daytime) _____ (mobile)

* include setup / cleaning & pack up time

Office Use Only

Hire Charges: _____ Insurance Type: _____

Security Deposit: \$ _____ Total Due: \$ _____

Bond Refunded: Yes No Date Generated: _____

Bond Withheld (reason): _____

Site induction provided: _____

HIRING PROCEDURE

1. Complete this USER AGREEMENT. Include a copy of **Public Liability Insurance Certificate of Currency** if required as per Terms of Condition of this Agreement.
2. Return signed User Agreement to facility Booking Officer.
3. Receive **confirmation** of your booking.

4. **Payment of Hire Fee and Bond to be provided at time of picking up keys.**
Pick up keys from the Booking Officer as arranged. Complete and sign key hire Register. Booking confirmation **MUST** be shown before keys will be given to hirer.
A **Tax Invoice** will be issued upon payment of fees for the agreed days/ term of the booking.

5. Complete **CASUAL USER POST EVENT REPORT** and **return with keys** to booking officer as arranged. Bond will be refunded if facility is left in accordance with the Conditions of Use as outlined in this User Agreement.

I, _____
(Responsible Person - 'Hirer')

agree on behalf of: _____
(Hiring Organisation - if applicable)

that I have read, understand and agree with the conditions as set down by the Kempsey Shire Council in consideration of the hiring of the facility for the above period and agree to abide by the requirements of the agreement:

I have read and understood the Conditions for Facility Use which form part of this User Agreement.

Signature: _____ Date: _____
(Responsible Person - 'Hirer')

Print Name: _____

CONDITIONS FOR FACILITY USE

The Hirer agrees to abide by the conditions set down for the hire of a Council facility.

1. Use of the facility will be approved for no more than six (6) months. Bookings will be reviewed every six months to ensure that the distribution of bookings is equitable.
2. Council reserves the right to cancel any booking if maintenance or building works are required.
3. The hirer is to ensure that nothing is permitted which is unlawful in connection with the use of the hall. The hirer is also responsible for the behaviour of those in attendance during the hire period. Children/Youth on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children/youth are not placed at risk upon entering or leaving the facility building or grounds.
4. Council reserves the right to ban and/or have any person/group removed from the premises where that person/group has, or is likely to cause injury or damage to other persons or property.
5. Please do not hang streamers or balloons from ceiling fans as the ties can wrap around the fans and burn out the motors.
6. Music and noise are to be restricted to a reasonable level. All music and noise must cease by 11.00pm. The level of noise emissions from any band, orchestra, music instrument, DJ or activity within the facility shall not exceed normal background noise level when measured at the nearest residential property boundary.
7. All hirers agree to abide by Council's Smoking and Alcohol and Drugs Policy. No smoking is to occur within 4 metres of the buildings including toilets. The consumption of alcohol is permitted at the facility subject to the following conditions. **These prohibit:**
 - a) The consumption of alcohol by persons under the age of 18 years;
 - b) Bringing bulk alcohol or kegs into a community facility; and
 - c) Selling alcohol on the premises without a Function Licence (this includes a free drink with an entry fee or fee for a meal that includes alcohol).

There are many different types of Function Licences. Hirers wishing to sell alcohol can obtain an application for a Function Licence from the NSW Office of Liquor, Gaming and Racing on 9995 0894 or website: www.olgr.nsw.gov.au.

The application must be lodged by the hirer at least 28 days before the date of the function and can only be obtained by non-proprietary associations. A copy of the Function Licence must be forwarded to Council prior to commencement of the hire.

8. The hirer is responsible for leaving the facility in a clean and tidy condition at the end of the period of hire and in particular:
 - a) To remove all rubbish, food scraps, empty drink containers, bottles and cans from the facility and place them in the bins provided at the facility.
 - b) Sweep the facility, clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet facility and/or Kitchen in a clean and sanitary condition.
 - c) Clean the tables and chairs used during the time of hire and stack them against the walls of the facility.

If the facility is not left in a satisfactory condition, Bond monies will be withheld and the hirer billed for any costs incurred by Council to return the facility to a satisfactory condition or to repair any damages incurred by the hirer.

9. INSURANCE

Public Liability Insurance required by facility hirers

Hirers of facilities, if not meeting the definition of a 'Casual Hirer' must hold their own public liability insurance (standard cover \$20 million) and provide a copy of a current policy to the committee for their records. Hirers should be made aware that property and equipment brought onto the facility by them is not covered under Council's insurances.

If a workshop is being held in the facility, delivered by a person using their professional expertise or skill and a fee/donation is being charged this would NOT be covered under the policy. They are deemed to be providers who should have their own insurance, ie running a business.

Regular Hirers Insurance (including Casual)

This policy provides the public liability insurance for casual/regular hirers of Council facilities. A casual or regular hirer is a person or group of persons (other than a sporting body, club, association, corporation or incorporated body) which uses the facility for non-profit purposes.

There is no limit to the number of times this person/group can hire the facility during one year. Hirers who meet this definition will not require their own public liability insurance.

Includes; Private Social events such as Parties including 18th and 21st, Weddings and Wakes.

Property Insurance

Council's property insurance covers damage to its buildings resulting from occurrences such as storm, fire, impact, malicious damage, theft, burglary and earthquake. Each claim carries an excess (the amount not covered by the insurer). For Council this excess is usually \$50,000. The policy does not cover property owned by third parties such as persons hiring the halls or volunteers who bring their own property to the facility.

Broadform Insurance

The purpose of the insurance is to cover hobbyists, small scale artists and home based activities that would potentially be unable to participate due to the insurance costs involved. Commercial businesses or individuals (with an ABN for example) are not included and will require their own insurance.

Council's insurance allows for up to 100 users per annum to receive insurance. To ensure that each user is covered by this insurance, the usage of this insurance must be carefully monitored. Committees should provide Council with the number of users ie stall holders/ hobbyists / performers at each event, within one week following the event. Each user counts as 1 unit of insurance from the 100 available.

Examples of activities include:

- *Hobbyist running a workshop, charging a cover fee to cover cost and some profit would be covered.*
- *Stallholders: Activities that are not included are live animal sales, selling baby clothes/toys or play equipment, new untagged electrical goods, second-hand electrical goods, second hand tools, massage services.*
- *Performers: Individual performers at a market or event counts as 1 unit of insurance from the 100 available. A band of up to 8 members also counts as 1 unit. Activities not included are performances involving knives, swords (including theatrical knives and swords) and any use of fire.*

10. The hirer is to vacate the facility on or before the end of the time of hire. Ensure all doors are locked. Return the KEYS with the CASUAL USER POST EVENT REPORT to the facility at the earliest opportunity on the day following the day of hire, or to pay the costs of replacement keys and change of locks should the keys given to the Hirer be lost, as the case may be.

11. The hirer cannot sublet or hire out the facility to any other Individual/ Company or organisation. External caterers required for an event are permitted, however they are the responsibility of the hirer and must abide by the conditions set out in this agreement.

12. Hirers of the facility whilst working with children are bound by the NSW Child Protection Legislation and are required to undertake Working with Children Checks and implement Prohibited Employment Declarations for all persons working directly with children. Further information regarding your obligations can be found on the following website: <http://www.kids.nsw.gov.au/kids/check.cfm>

13. The hirer is not permitted to take into or use the following substance within the Centre and grounds:

- a) Any type of firework or flammable substances; and
- b) Any chemical substance deemed toxic or dangerous.

14. No pets or animals are allowed on the premises unless they are a companion animal in accordance with the defined requirements.

The hirer agrees that should the Hirer breach any of the terms above:

- 1. The Council shall be entitled to bring the agreement to an end and to require the immediate vacating of the facility by persons using it and if such circumstances occur. The Council shall not be liable to make good any loss or damages suffered by the termination so effected or pay any compensation to anyone because of the termination.
- 2. The Council shall be entitled to recover from the hirer the cost of remedying or rectifying any breach of this agreement including legal and court costs of such recovery.

The hirer also accepts full and complete responsibility:

- 1. For any loss of or damage to any personal property (including money, jewellery & credit cards).
- 2. Property on hire or loan that is in the facility prior to, during and after the time of hire, which property is in the Facility in connection with or as result of its hire by the Hirer. This includes computers, Wi-Fi, keys, telephones and other equipment that is the responsibility of the hirer.

FAILURE TO ADHERE TO THESE CONDITIONS WILL RESULT IN THE HIRER BEING BILLED FOR ANY COSTS INCURRED BY COUNCIL TO RETURN THE FACILITY TO A SATISFACTORY CONDITION.

Signature: _____ Date: _____
(Booking Officer)

Signature: _____ Date: _____
(Responsible Hiring Person)

Office User Only	
User Agreement signed	
Copy of Public Liability Insurance (if required)	
Booking entered into bookings register	
Booking confirmed with hirer	