

Permits and Licences

Various permits or licences may be required to operate the event or sell the goods/services. These permits or licences may include liquor and/or food/health permits, building permits, road closure permit, merchandising agreement, etc

Please provide details of permits or licences being sought and which MUST be sent to the Council/Committee prior to the holding of the event:

| | | |
|--|-----|----|
| Is alcohol intended to be distributed or consumed at the Facility? | Yes | No |
| Is alcohol intended to be sold or provided? | Yes | No |

Office Use Only

| | | |
|----------------------------------|--------------------------------|--|
| Application For | Room Hire | Extras Hire |
| Approved | _____ | |
| Declined | <i>Please Advise Applicant</i> | Applicant Advised <i>Yes/No and Date</i> |
| Entered into Bookings Calendar | <i>Yes/No</i> | _____ |
| Certificate of Currency Received | <i>Yes/No</i> | Expiry Date _____ |
| Signed | _____ | Dated _____ |
| Office | _____ | |

Conditions of Hire

The "Conditions of Hire" attached to this Application apply to this application and to any booking made upon acceptance of this Application.

Payment Details

I/We the Hirer agree to pay \$_____ for use of the facility and understand this payment MUST be made prior to using the facility.

Confirmation of Booking

The Council/Committee reserves the right to accept or refuse any or all applications for hire.

Applications will be confirmed or rejected by the Council/Committee within seven (7) business days of receipt of such Application.

A key to the facility will be provided on payment for use of the facility.

Insurance Details

It is a requirement of Council that public liability insurance for the event be in place prior to hiring Council's facility. If you are a "Casual Hirer" and are hiring a Council owned facility for a one-off event cover may be provided by Council. This cover is Limited and must be approved prior to the event taking place.

The definition of a "Casual Hirer" is 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.

Hirers of Council facilities that do not fall under the definition of a Casual Hirer must provide Public Liability Insurance for the hire of Councils facilities and a Certificate of Currency must be attached to this application.

Please tick where relevant:

I wish to apply for cover under the definition of a "Casual Hirer".

I do not fall under the definition of a "Casual Hirer" and have attached a copy of Certificate of Currency for Public Liability Insurance.

Organisers of certain events that take place within community facilities are required to undertake a risk assessment prior to approval being granted. If you are holding an event or undertaking activities other than for a private function or a small meeting/presentation then a risk assessment will be required and shall be submitted with this application.

Risk Assessment attached.

A Risk Assessment Form and example is available separately from Council.

Undertaking and Acknowledgement

Please Complete the Following

I/We _____ **am/are**

authorised to make this application and undertake to ensure that the Applicant/Hirer complies with its/his/her obligations under the "Conditions of Hire".

I/We confirm the truth and accuracy of all details provided in this application.

I/We further acknowledge that the Council shall be entitled to recover such charges from the Applicant/Hirer in accordance with the conditions.

I/We acknowledge receipt of the "Conditions of Hire" and agree to the terms stated therein.

Signature/s _____

Date _____

Conditions of Hire

These are the conditions on which Greater Hume Shire Council hires the Facility to the Hirer.

1. Definitions

In this Agreement unless specified to the contrary:

| | |
|--------------------|---|
| Application | means the Application for Hire completed by the Hirer to secure the Booking. |
| Booking | means the booking of the Facility by the Hirer for the hire period. |
| Council | means the Greater Hume Shire Council. |
| Committee | means a section 355 Committee of Council. |
| Hire Fee | means the fee quoted to the Hirer for the hire period. |
| Hire Period | means the times and dates as specified in the Application as the required hire period, as may be amended by the Council/Committee |
| Hirer | means the person or entity that hired the venue for the hire period. |
| Facility | has the same meaning as given in the Application (includes pavilion and/or ground). |

2. Conditions

- 2.1 A signed Application is conclusive evidence that the Hirer accepts these "Conditions of Hire".
- 2.2 For the duration of the hire period, the facility/facilities will be under your physical and legal control. It is the responsibility of you, the hirer, to inspect and approve the booked facility/facilities as being safe to use for your activity. If you consider it/them unsafe, don't use it/them and notify Council or the Committee of the problem. If you use the facility/facilities it will be deemed to be an acknowledgment that the facility/facilities is/are fit and proper for your intended use and accept that all liability associated with the use of the facility/facilities shall rest with you.
- 2.3 The Council/Committee reserves the right to accept or refuse the Application.
- 2.4 The Hirer must be 18 years of age or over. Proof of age can be requested.
- 2.5 All hire monies are to be paid to the Council/Committee at time of application.
- 2.6 An inspection must be undertaken by the Hirer and a Council/Committee Member prior to and following use of the facility/facilities to ensure it/they is/are handed over and left in a satisfactory condition.
- 2.7 Keys MUST be returned to the Council/Committee as requested by the Council/Committee member. Late return of the keys will result in an additional charge of \$20.00.
- 2.8 All hire fees are inclusive of GST.

- 2.9 Any costs, fees and expenses incurred by the Council/Committee for non-payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses will be met by the Hirer.
- 2.10 The Council/Committee may cancel the booking (without notice) in the event of an emergency or if deemed necessary.
- 2.11 If the Council/Committee cancels the booking without fault of the Hirer, the Council Committee will refund any amounts paid by the Hirer in relation to the booking.
- 2.12 The Council/Committee will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.
- 2.13 Smoking is prohibited in the facility.
- 2.14 If alcohol is intended to be sold at the venue the Hirer must provide a copy of the appropriate permit from the Liquor Control Commission at least 7 days prior to using the facility. Copies of Responsible Service of Alcohol Certificate for all persons serving alcohol, to be provided 7 days prior to event.
- 2.15 The Hirer must ensure that no alcohol is consumed by persons under the age of 18 at the facility, under any circumstances. The Council/Committee may prohibit alcohol being brought into the facility, distributed or consumed at the facility at the discretion of the Council/Committee.
- 2.16 The facility must be locked and returned to its original state following the function.
- 2.17 The Hirer is liable for any costs, loss or damage suffered as a result of damage caused to the state of repair or condition of the facility during the hire period.
- 2.18 Proof of notification to local police in writing of any intention to consume, provide and/or sell alcohol prior to use of the facility.
- 2.19 Where hire of the facility incorporates a child related role as defined Under Part 2, Section 6 of the Child Protection Working With Children) Act 2012, the hirer is responsible to obtain Working with Children Checks for applicable staff and volunteers as per the guidelines outlined on the NSW government, Office of the Children's Guardian, website www.kids.nsw.gov.au

3. Insurance

- 3.1 The Hirer must not do anything that may or does render void or voidable any insurance policy in relation to the facility.
- 3.2 The Hirer must provide Council/Committee with evidence of insurance for public liability in respect of the use and occupation of the facility for twenty million dollars (\$20m) for any single event, noting Council as an interested party.
- 3.3 The Hirer is responsible for workers compensation or similar for all insurance coverage on goods and services brought to, sold, displayed or provided at the facility.
- 3.4 All accidents/incidents need to be reported to Council within 24 hours of the occurrence.

Facility Checklist

Location: _____

Hirer Of Premises: _____

Date Of Use: _____

Complete Below

to indicate satisfactory condition to indicate unsatisfactory condition

| Area | Before Hire | After Hire | Comments |
|--|-------------|------------|----------|
| Overall cleanliness | | | |
| Toilets | | | |
| Floors, floor covering | | | |
| Walls | | | |
| Rubbish emptied and removed | | | |
| Furniture (tables/chairs) check all in good repair | | | |
| Stage and equipment | | | |
| Doors, locks etc | | | |
| Kitchen – check cupboards, floors sink | | | |
| Fire fighting equipment | | | |
| Electrical – check switchboard | | | |
| Overhead fans | | | |
| Heating | | | |
| Plumbing – taps in toilet and kitchen areas etc | | | |
| Verandahs | | | |
| Pathways/stairs | | | |

After Hire Comments *To be Completed by Management Committee/Council Staff*

Hirer Print Name _____

Before Hire *Signature* _____ After Hire *Signature* _____

Management Committee/Council Print Name _____

Before Hire *Signature* _____ After Hire *Signature* _____