

COMMUNITY VENUE HIRE AGREEMENT

Booking Confirmation (Office Use Only)	
Council	
Venue	
Hirer	
Council representative and contact details	
Hirer representative and contact details	
Permitted Use	
Booking Period	
Start Time	
End Time	
Hire Fees (Community or Private)	
Bond	

TERMS

The parties agree:

1. Unless otherwise stated, capitalised terms in this Agreement are as defined in the Conditions of Hire attached as **Annexure A**.
2. The Hirer may use the Venue for the Permitted Use only (except as provided in the Conditions of Hire) for the Booking Period, subject to the terms of this Agreement.
3. The Hirer must comply (and to the extent applicable the Hirer must ensure the Hirer's Employees comply) with the terms of this Agreement including the Conditions of Hire.
4. The Council may inspect the Venue during and following the Event to ensure that the Hirer is complying with this Agreement.
5. All Hire Fees and Charges payable by the Hirer are contained in the Details and any other costs are set out in the Conditions of Hire.
6. This Agreement does not come into full force and effect until the Agreement is signed by the Hirer and the Council has received payment in full of the Hire Fees, any Charges payable prior to the Booking Period and the insurance certificates required under the Conditions of Hire.
7. The Council may terminate this Agreement immediately at any time if the Council, acting reasonably, considers the Hirer or the Hirer's Employees have breached a material condition of this Agreement, and the Hirer and the Hirer's Employees must immediately leave the Venue when directed to do so. A material condition includes matters of health or safety.

ANNEXURE A

CONDITIONS OF HIRE

Introduction

Thank you for booking a Singleton Council (**Council**) community venue. We ask that you read and understand these Conditions of Hire to ensure your use of our community venues runs smoothly, is safe and complies with the Council's policies.

Booking confirmation and Conditions of Hire

These Conditions of Hire will be incorporated in the Agreement. The Hirer acknowledges that the Council may vary these Conditions of Hire from time to time. The Council will give notice of any proposed changes when an applicant makes a booking.

The Hirer, if a natural person, must be 18 years or older.

Priority of access

The Council retains the right to cancel or relocate Bookings at any time if facilities are required for the purpose of the Council. In these instances, venue staff will endeavour to provide the Hirer with reasonable notice and offer an alternative venue where possible. In the event that the Council is unable to offer a suitable alternative, all monies paid in respect of the cancelled function will be returned to the Hirer.

The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

FEES + CHARGES

Annual Schedule of Fee review

The Council reviews the Schedule of Fees at the beginning of each financial year. If such review occurs prior to the Hirer entering into the Agreement, the Council will apply the then current Hire Fees and Charges payable by the Hirer to reflect the rate applicable at the time of the relevant Booking Period.

Payment of Fees

The Hirer must pay all Hire Fees (and any deposit for the Hire Fees requested by the Council) no later than 48 hours prior to the Start Time of each Event as set out in the Details and the tax invoice issued by the Council. Payment methods and payment terms are contained in the tax invoice. The Hirer must pay in full before details of how to access the Venue, including details of key collection, will be provided. If these Fees are not paid, the Council will cancel the Booking.

Bond

The Council reserves the right to ask for and retain a Bond to cover any expenses arising from the Hirer's use of the Venue, for example, if the Venue is damaged as a result of the Hirer's use. The Hirer must pay this Bond before the first Booking Period and the Council will refund the Bond after the last Booking Period unless the Council has claimed the Bond under the terms of the Agreement.

Charges

The Council may impose a Charge on the Hirer in the following instances:

- (i) the Hirer is late in vacating the Venue;
- (ii) the Venue is accessed outside of the Booking Period;
- (iii) the Hirer uses additional spaces within the Venue without the Council's approval;
- (iv) the Venue requires repairs, maintenance, and/or cleaning due to the state left in by the Hirer.

These Charges will be calculated at the hourly Hire Fee rate for the Venue for each hour (or part of an hour) as applicable and will be invoiced to the Hirer after the relevant Booking Period.

Changes to requirements

Any changes to a Booking made by the Hirer within 4 days before the Start Time may incur additional Fees.

GST

Unless otherwise stated, GST is included in amounts payable and is to be paid by the Hirer at the same time as paying the Hire Fee. No GST is payable on any bond payable, although GST may be included in amounts recovered against the bond. Costs plus GST will be taken into account in calculating any refund due to the Hirer.

Interest

The Council reserves the right to charge the Hirer interest, at a rate of 10 per cent per annum, on all monies outstanding to the Council for any period in excess of 30 days of the payment due date.

CANCELLATIONS

The Hirer must advise the Council in writing of any cancellation and the Council may charge the Hirer a cancellation Fee as follows, which the Hirer must pay on demand by the Council:

Notice of cancellation	Cancellation Fee
More than 4 working days prior to Booking	\$0 – all Fees paid by Hirer are fully refunded
Less than 4 working days to Booking	Hirer is liable for the full Hire Fee

Postponement/Change of Date

All requests for postponement by the Hirer must be made in writing (email) to and acknowledged by Singleton Council at a minimum 3 business days prior to the event or hire, or fees may apply. Acceptance of postponed meetings will be subject to availability and demand.

INSURANCE

Public liability insurance (PLI)

The Hirer indemnifies the Council against any claims for death, injury to persons or damage to property arising out of the Agreement and the Hirer must obtain and keep current during the Term a public risk insurance policy in the minimum amount of \$20,000,000 for any individual claim which may be made. If requested by the Council, the policy must have a principal and cross liability clause and note the interest of the Council. The policy must be issued by an insurer acceptable to the Council. The policy must state the activity being covered.

The Hirer must submit a certificate of currency to the Council as required and prior to payment of the Hire Fees for the first Event. The Council reserves the right to cancel a booking if the Hirer fails to comply with this clause.

Individuals and small community groups unable to secure public liability cover may be eligible to apply to the Council for cover under the Council's Policy. Contact must be made with Council to discuss if coverage is available, as this policy is subject to exclusions.

Access to the Venue (Excludes Civic Centre)

Access instructions, including details of alarm codes and key collection, will be sent to the Hirer prior to each Start Time, provided that all Fees associated with the Booking have been paid in full. It is the Hirer's responsibility to make arrangements for the safe pick-up and return of keys, where they are required. Access to the Venue is strictly limited to the Booking Period. To enter the building outside of these hours may trip the Venue alarms. The Council reserves the right to apply a Charge for costs incurred by any security call-out plus any additional Fees incurred.

The Council reserves the right to control the Venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).

The Hirer, or the Hirer's representative, must be in attendance before the advertised start of the Event Period and at the end of the Event Period.

Civic Centre – A Council employee must be onsite to provide access.

USE OF THE VENUE PERMITTED

Use

The Hirer may use the Venue for the Permitted Use during each Booking Period and for no other purpose without the express prior written consent of the Council

The Council does not warrant that the Venue is suitable for the Permitted Use.

The Hirer is only permitted use of the exact area described and identified as the Venue in the Booking Confirmation.

The Hirer is responsible at its cost for setting up and removing all equipment required at the Venue for the Permitted Use.

Facilities, equipment, and services supplied by third parties

The Hirer must seek the Council's prior written approval for where any additional facilities, equipment and services are to be provided by third party suppliers for the Event. The Hirer must let the Council know when making a booking what facilities, equipment and services they wish to use during the time of their booking, and seek advice before confirming arrangements with the third party suppliers. Any additional conditions (and Fees) that may apply will be set out in the Details and the Special Conditions.

Additions or alterations

The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of the Venue, unless approved by the Council in writing. Nails, screws, dux tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. If the Hirer moves venue furniture and fittings they must be returned to their original storage place.

The Hirer is responsible for the whole area of the Venue as described and specified in the Booking Confirmation. The Hirer is liable for any damage to the Venue, its facilities and furnishings and equipment during each Booking Period. This includes the behaviour of all people (invited or not) accessing the Venue during each Booking Period.

Children must be supervised at all times.

No animals, except assistance animals, are permitted at the Venue or surrounding grounds.

Presentation standards

The Council retains the right to request the Hirer to remove any material which is considered by the Council to be detrimental to its Venue presentation standards.

The Hirer must reimburse the Council as a debt due and payable on demand for all costs incurred by the Council as a result of the Hirer not doing something under the Agreement that the Hirer is required to do.

Cleaning

The Hirer must leave all hired areas of the Venue secured as instructed by the Council, in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind, disposing of refuse in the rubbish bins provided, wiping down all benches and sinks, and sweeping floors if required to return the venue to a clean condition.

If the Hirer does not comply with this clause, the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the Venue.

Noise Controls

Music sound levels must not cause annoyance to other occupants of the Venue or building or centre of which the Venue forms part. The Hirer must immediately comply with any request from the nominated Council officer to reduce sound levels.

The Hirer will be advised of additional conditions relating to noise at the time of making the Booking, and must adhere to these requirements during each Booking Period, as set out in the Special Conditions.

Smoking

Smoking is not permitted at the Venue or any Council premises. Smokers are required to leave Council workplaces/worksites i.e. must be outside the workplace boundary, and be a minimum of ten (10) metres away from:

- (i) other workers;
- (ii) an entry or public access to such areas;
- (iii) buildings or enclosed structures including:
 - a. exterior walls, doors, and windows;
 - b. air-conditioning intakes.

Smoking by-products such as cigarettes, butts, matches and lighters must be disposed of appropriately. Where carparks are adjacent to or contained within Council worksites and under the care, control and management of Council, they are considered part of the worksite and smoking is not permitted in them.

Liquor licence

If liquor is to be sold, supplied, or consumed at the Venue the Hirer must obtain the Council's prior written consent to confirm the Booking.

The Hirer may only sell or supply liquor at the Venue if the Hirer complies with and, if necessary, obtains the relevant approvals and liquor licence (**Licence**) required under the Liquor Act 2007 (**Liquor Act**). Copies of relevant approvals and the Licence must be provided to the Council at least 14 days prior to the Event. No kegs or similar bulk containers are permitted and liquor sales must cease 30 minutes prior to the end of the Event Period.

A copy of the Licence must be prominently displayed at the Venue for the duration of the Event. No alcohol is to be consumed outside the Venue.

The Hirer may display the compulsory signage required under the Liquor Act but must not promote alcohol or tobacco products at the Venue.

The sale or supply to and or consumption of alcohol by minors at the Venue is prohibited and will result in Police action.

The Hirer must produce an Alcohol Management Plan and event map.

Security

The Council reserves the right to request that the Hirer provides security personnel for the Event. This will be based on a risk assessment carried out by the Council to determine whether security is required for the Event. The Hirer will be advised in writing if security is deemed necessary.

Copyright

The Hirer must observe the provisions of the Copyright Act 1968 (Cth) and will indemnify the Council and free it of any obligation in respect to this Act for any actions of the Hirer under the Agreement.

Indemnity

The Hirer will indemnify and keep the Council indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or at the Venue except to the extent that such loss, injury or damage is caused by the negligence of the Council, its servants and agents.

Use of Electronic + Multi Media

The Hirer must inform the Council of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Venue

Catering

The Hirer can either self-cater or hire their own caterers. The Hirer must provide a copy of a current Certificate of Currency for their caterer and measures for compliance with the requirements of this Agreement, including a copy of the caterer's liquor licence, if the Hirer uses a caterer.

The Hirer must ensure any third party caterer is registered and follows NSW Health and NSW Food Authority requirements.

The Hirer must organise all of their own catering equipment, including their own tablecloths, crockery and cutlery.

The kitchen must be left in a clean and tidy condition at the conclusion of the hiring, or the Hirer will be held responsible for the costs of cleaning.

Civic Centre – The Hirer must contact the Council to discuss their requirements. If additional equipment is required, it is the hirers responsibility to arrange and cover costs of all additional equipment.

Advertising

The Hirer must not place advertisements of any description or kind on any section or part of the Venue or the grounds, unless authorised by the Council.

If the Hirer advertises the Event, it must be in accordance with the Event and Permitted Use stated on the Booking Confirmation.

Safety

The Hirer should familiarise themselves with emergency evacuation procedures, which are clearly displayed inside all Venues for Hire, prior to accessing the Venue for each Booking Period.

Community venues are not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times during each Booking Period.

In the case of an emergency or fire, the Venue must be evacuated according to the evacuation chart clearly visible on the walls of the Venue.

The Hirer must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.

Use of dangerous goods – The Hirer must not bring or permit any smoke machine, flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in a community venue.

Parking

The Hirer must ensure that patrons comply with parking restrictions that apply at the Venue.

Regulations

The Hirer must comply with all legal requirements relating to the Permitted Use at the Venue, including obtaining any necessary approvals, working with children checks or licences required in relation to the Permitted Use. The Hirer must immediately report any incidents at the Venue during a Booking Period where reporting obligations to a government authority are required in relation to such approvals, checks or licences. The Hirer's Employees must comply with the provisions of the Agreement, and the Hirer agrees to accept responsibility for any failure on the part of the Hirer's agents, employees, contractors, guests and invitees to observe and comply with these provisions.

The Hirer must (and must ensure the Hirer's Employees) while at the Venue and the Council's premises comply with the Council's Policies. The Hirer acknowledges that during each Booking Period the Hirer has the control and management of the Venue and the activities conducted at the Venue.

CONDITIONS OF CONTRACT

Prohibition of assignment

The Hirer must not transfer, assign, sub-let or sub-hire its rights under the Agreement. To do so will render the Booking cancelled and full cancellation Fees will apply.

Serving of notices

Any notice required by a party under the Agreement may be sent to the email address set out on the Booking Confirmation (or other email address notified during the Term). A notice sent by email is deemed to be given at the date and time the sender's email server confirms the successful delivery of the email to the other party (and the sender must retain evidence of that successful delivery to the other party).

Dispute

Any dispute arising between the Hirer and the Council will first be referred to the Council's representative noted on the Booking Confirmation. If the dispute is not resolved within 10 business days then the dispute will be referred to the General Manager whose decision on the matter will be final and conclusive.

Variation of Agreement –

The Agreement may only be varied by the parties by agreement in writing.

GIPA Act

The Hirer acknowledges that details of the Agreement may be required under the *Government Information (Public Access) Act 2009 (NSW)* and the Hirer agrees to provide any necessary information where required

General

The Agreement will be governed by and construed in accordance with the laws of New South Wales.

The Agreement constitutes the entire agreement between the parties in respect of the subject matter and supersedes all prior agreements or representations.

The Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.

No term of the Agreement is to be construed, or to operate, so as to fetter, restrict or otherwise interfere with the exercise of the Council's powers under the *Local Government Act 1993* or other Act

Emergency contacts

In an emergency call 000 for the police or fire brigade.

Community Venues for hire are unstaffed venues, therefore there is no on site contact, and no caretaker to assist during each Booking Period. For access and maintenance issues, contact the Council's after hours emergency number 02 6578 7290.

Civic Centre – The Civic Centre will be staffed during all events and staff are the first point of contact.

Definitions

In the Agreement unless otherwise stated:

Agreement means the venue hire agreement between the Hirer and the Council for hire of the Venue for the Permitted Use, being the Booking Confirmation, Special Conditions, these Conditions of Hire and any attached schedules or annexures.

Bond means the amount stated as the bond in the Details, if any.

Booking means the acceptance of the Hirer's request for booking the Venue, subject to the parties entering into the Agreement.

Booking Confirmation means that part of the Agreement containing the Booking Confirmation.

Booking Period means each booking period stated in the Details for each Event including the Event Period.

Charges means the amounts, if any, stated in the Details.

Council means the party named as the Council in the Details and includes, where applicable, its employees, contractors, agents, volunteers and invitees.

Conditions of Hire means the terms and conditions set out in this document, as amended from time to time and attached to the Booking Confirmation.

Details means the details section of the Booking Confirmation

End Time means the time stated in the Details that each Booking Period ends, unless terminated earlier under the Agreement.

Event means each event held by the Hirer at the Venue for the Permitted Use.

Event Period means the period of each Event held during each Booking Period stated in the Details. **Fee** means, as the context permits, the Hire Fee, the Charges and any other amount payable under the Schedule of Fees or the Agreement.

Hirer means the person named as the hirer in the Details and includes, where applicable, its employees, volunteers, contractors, agents and invitees.

Hirer's Employees means the Hirer's employees, contractors and agents and all persons engaged or employed by the Hirer in connection with the Event at the Venue, including volunteers and invitees.

Hire Fee means the fee stated in the Details.

Permitted Use means the permitted use of the Venue stated in the Details.

Schedule of Fees means the fees and charges set out in the Council's Fees and Charges document as amended from time to time and available on the Council's website.

Special Conditions means the special conditions, if any, included in the Booking Confirmation.

Start Time means the time stated in the Details that each Booking Period starts.

Term means the term of the Agreement, starting on the date of the Agreement and ending at the end of the last Booking Period, unless terminated earlier under the Agreement.

Venue means the venue stated in the Details.

Special Conditions

The Hirer must comply with the Special Conditions, if any, set out in Annexure B of the Booking Confirmation.

ANNEXURE B

Special Conditions

Civic Centre Audio and Lighting Equipment

A qualified technician may need to be contracted by the hirer depending on the hirers audio visual requirements (at an additional cost). Only approved qualified persons are able to operate the Civic Centre audio visual equipment and will be approved by Council prior to the booking.