BLAYNEY SHIRE COMMUNITY CENTRE

CONDITIONS OF HIRE

These conditions of hire must be read by any person or person(s) hiring these premises for a private function, or acting on behalf of any organisation, company, or legal entity, hiring these premises. The person making application is considered to have read these conditions of hire and is responsible for verification of any or all conditions contained in this agreement as to their understanding and performance requirement.

Definitions
In this agreement:
"BSC" means Blayney Shire BSC
"BSCC" means Blayney Shire Community Centre
"Manager" means the Manager of the BSCC appointed by BSC, or in his/her absence the Assistant Manager on duty.

Bookings: Bookings are accepted by written notification to the hirer by the Manager on the 'Acceptance of Application' form after completion of the Application Form.

Cancellations: Cancellations will only be accepted if more than 7 days (for meetings) and 30 days (Weddings, Concerts, Stage Shows or Balls) notice is given prior to the date of the event. Cancellations made after this time incur the cancellation fee.

Holding Deposits / Cancellation Fee: A 20% deposit is due and payable upon the acceptance of a booking with the balance and any other deposit to be paid seven days prior to the event.

Security / Cleaning Deposit: A cleaning deposit may be required in certain circumstances and at the discretion of BSC. See attached events requiring a security and / or a cleaning deposit and amount payable.

Payment: The hirer will pay to BSC the relevant amounts specified in the Schedule of Fees & Charges. If any payment due in advance is not made or honoured, BSC shall be at liberty to cancel the booking.

Retention of Monies: Until the hirer has paid to BSC all sums payable under this agreement or otherwise due and payable by the hirer to BSC ('the monies due'), BSC may retain and apply any monies paid to BSC (or anybody on behalf of BSC) by way of advance seat booking charges or otherwise together with any interest earned thereon in reduction of the monies due.

Expulsion for breach and termination of function: The hirer occupies the premises as a licensee and BSC reserves the right to expel person(s) or terminate the function due to any breach of the conditions of hire and/or misconduct by patrons, hirers and event crew.

Attendance of hirer: The hirer or a responsible representative made known to the Manager must be present in the premises for the duration of the period of hire.

Provision and Sale of Alcohol: is at the discretion of the hirer. At least 28 days notice is required and an application must be made by the hirer to the Independent Liquor and Gaming Authority (website: www.olgr.nsw.gov.au/liquor_ILGA.asp) for the appropriate licence for the event. The sale of alcoholic beverages is permitted on the premises from a designated bar area if an appropriate Liquor Licence is obtained. This includes instances where alcohol is included in the ticket price. A copy of the certification shall be furnished to Council prior to the event.

A delegated attendee/ dedicated staff member with RSA certification is responsible for the service of alcohol. The supply and/or consumption of alcohol by a minor in Council's venues is prohibited and may result in police action.

Use of Premises: The premises shall only be used for the performances or functions referred to in the Application Form unless previously approved by BSC.

Security: BSC has the right to determine the level of security services required for the event. These security services shall be provided at the hirer's expense and must be provided by registered and approved security personnel. Examples of events that must have security include hire for bands or any activities where alcohol is sold to the public.

Additional conditions for 16 – 25 year old birthday bookings: The Hirer is advised to consult the NSW Police website, "Party Safety". Please follow the link: http://www.police.nsw.gov.au/services/party_safety where you are able to register your party and download the party tips pack. Allow 72 hours for your registration to be processed electronically.

Supervision of Children: Without limiting the hirer's obligation to supervise patrons and event crew, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times whilst in the premises for their own safety and to ensure that they do not damage or interfere with the proper running of BSCC.

Noise: The hirer is to cease the playing or broadcasting of music no later than **12.00 midnight** and comply with the Noise Control Act and Regulations. Noise emanating from the premises is to be kept at a level that would give no cause for complaint from residents of the area and must conform to the requirements of the Noise Control Act.

Hirer's responsibility for patrons and event crew: The hirer is responsible for the orderly conduct and safety of all patrons and event crew on the premises during the hirer's period of occupation.

Right of Entry: Authorised employees of the BSC, security staff and any member of the NSW Police Service or Fire Brigade in the exercise or discharge of their duties may enter the premises at any time during the period of the hirer's occupation.

Callouts: There will be a fee at cost plus 10% for callouts where the hirer's activities result in fire or security systems being activated during the function.

Smoking: BSCC is a smoke free environment. Smoking is not permitted within the premises and, without limiting the remedies available for breach of this agreement any person found smoking will be removed from the premises by the hirer.

Moveable Walls: All changes to the moveable walls is to be carried out by BSC staff. Once the walls are in place there is a locking mechanism engaged. Any damage to the walls will be the responsibility of the hirer and all repairs will be charged to the hirer.

Tuning of Pianos: The hirer shall be responsible for the tuning of pianos, at their cost, should the pianos be required for the event.

Emergency Exits: All emergency exits doorways, passage ways and loading docks must be left clear at all times and exit signs left visible.

Hirer's Risk: The hirer uses and occupies the premises at the risk of the hirer and this agreement hereby releases and indemnifies to the full extent permitted by law BSC and its officers, servants, agents and contractors in respect of all actions and claims of any kind resulting from:-

1. Any accident, loss, theft, damage or injury to any persons or property occurring in the premises during the hirers' period of occupation.
2. Any loss or damage suffered by any person arising out of the exercise by BSC of any right, power or discretion under this Agreement.

Public Liability Insurance:
Many events held at the BSCC will require Public Liability Insurance. If insurance is required, incorporated bodies, sporting clubs/associations, commercial groups or commercial type bookings/contractors must provide a certificate of currency of their current public and products liability policy. The certificate in respect of the function/activity, for public and products liability of not less than $20,000,000 must be provided to Council. The certificate must be endorsed by the insurer noting Blayney Shire Council for its Respective Rights and Interests.

Insurance: BSC confirms that it holds appropriate policies of insurance for public liability, building, contents and fire risk over BSCC. The hirer shall not do or permit anything to be done in the premises which would render these insurances void or voidable.
If the hirer's proposed use of the premises causes or is likely to cause an increase in the premium payable on these insurances, then the hirer shall pay such increases in premium 7 days before the period of hire

OR

The hirer shall obtain in their own name and in the name of BSC appropriate insurance cover, evidence of which shall be provided to the Manager not less than 7 days before the period of hire

Indemnity: The hirer/contractor shall at all times indemnify and keep indemnified the Council against all claims, actions, proceedings and demands made by or on behalf of any person entering upon the facility for the purpose or in connection with the hirer/contractor business, activities in relation to the hirer/contractor, or at the invitation of the hirer/contractor, whether such are in respect of personal injuries or damage to property and howsoever arising whether due to negligence or any act or omission by the Council, its servants or agents or otherwise and the signed application/agreement for hire/contractor shall be deemed to be sufficient acknowledgement by the agreement to so indemnify the Council.

Activities outside the Community Centre: In the event that a Hirer wishes to conduct activities outside of the Community Centre on the grounds, footpath or car park, a separate application to Council shall be furnished detailing activities proposed. An Event Management Application Form shall also be required to outline how risks such as site management, clean-up, traffic management and associated activities will be coordinated.

Waste avoidance / recycling / disposal:
Avoidance / Reuse
Hall hirers are asked to avoid the following types of packaging when using Council halls: Polystyrene and plastic (e.g. Bags, cups, plates, cutlery) and replace with reusable or compostable materials e.g. reusable or cardboard plates/cups, wooden or corn-starch cutlery.

Recycling
Hirers are asked to utilise the YELLOW wheelie bins for recyclable items such as glass bottles and jars; aluminium and steel cans; plastic bottles or other items with the recycling triangle indicator.

General Waste Disposal
After avoiding, reusing recycling, please dispose of remaining garbage in the receptacles (red lids) provided. Any excess waste that cannot fit into garbage bins should be removed from the premises by the hall hirer (e.g. plastic wrapping).

Advertising: The placement of advertising banners or signs on Council's premises must be approved by the Booking Officer and placed only on those areas specifically set aside for this purpose. At no time are users to erect advertising signs on trees, footpaths, or external walls or structures, footpath. Any breach of this condition will result in the hirer's deposits being forfeited.

Decorations, alterations and repair of damage:

Decorations: Decorations may only be fixed to the approved hooks provided in the premises. No tape, blue tac, pins or other fixings are to be attached to painted surfaces. All decorations must be removed by the day and time specified in the Acceptance of Application otherwise the cost of removal and any repair will be added to the hire charge.

Alterations: The hirer will not make any alterations or additions to the structure, fittings, decorations or furnishings of the centre unless previously approved by BSC.

Repair of damage: All damage must be reported to BSC immediately. The hirer shall be liable for all damage and shall pay the cost of repair of any damage caused to the premises which occurs during the period of the hirer's occupation of the premises.

Cleaning: The Hirer shall be responsible for returning the facility at end of hire in a condition similar to that at commencement of hire and completing the After Hire Checklist to ensure that all responsibilities are satisfied. Council reserves the right to impose a Cleaning / Maintenance Charge for rectification works arising from an event hire.

Fireproofing: All scenery, curtains or properties used in conjunction with any performance or function must be fireproofed by the hirer to the satisfaction of BSC before being brought into the premises.

Suspended Objects: Suspension of objects from any ceilings in the premises is not permitted unless previously approved by BSC.

Firearms and dangerous substances: No pyrotechnics, firearms or inflammable liquids shall be brought into the premises unless previously approved by BSC as being necessary for the performance or function.

Other prohibited items: The use of confetti, rose petals, rice and metallic sprinkles is not permitted within the venue or surrounding grounds. Animals will not be permitted in the venue with the exception of guide and hearing assistance dogs. Chewing gum is not permitted in the venue at any time.

Protection of floors: Hirers shall carry out such directions as may be issued by the Manager for the protection of floors used for dancing from stain or other damage. Where the Centre is to be used for the purpose of flower shows, or other exhibitions of a like nature, the floor shall be protected by floor covering or other suitable material if so directed by the Manager.

Additional Electrical Fittings and Equipment: Additional electrical fittings or equipment shall not be brought into the premises unless previously approved by BSC and the hirer shall pay all costs associated with such fittings or equipment including the cost for any necessary additional staff required.

Removal of hirers' property at conclusion of hire: All scenery, curtains, properties, goods and effects of the hirer must be removed from the premises by the day and time stated in the Acceptance of Application. Any such goods of the hirer left in the premises contrary this subclause may be held by BSC at the hirer's expense pending sale by BSC. BSC shall not be responsible for any loss or damage thereto and may dispose of the proceeds of sale as BSC deems fit. BSC shall not be the Bailee of the hirer. BSC agrees to provide the hirer with seven days notice of any intended sale.

Copyright: The hirer shall not infringe or breach or permit or suffer to be infringed or breached any copyright, performing right or any other protected right in connection with any performance or function conducted in the premises. The hirer hereby indemnifies BSC against any claim for breach of copyright. Hirers conducting events have responsibility to ensure appropriate APRA licencing for playing of copyright music and PPCA licencing for playing recorded music or music videos publicly. More information can be sourced from respective websites: www.apra-amcos.com.au and www.ppca.com.au

Engagement and employment of persons: All persons engaged or employed by the hirer in connection with this agreement shall be engaged or employed on terms in compliance with the provisions of all relevant industrial agreements, awards and determinations and all such persons shall comply with this agreement.

Revocation of Agreement: If at any time in the opinion of BSC:

1. there has been a breach or default of any condition by the hirer; or
2. there is a likelihood that damage may be caused to the premises if the hirer exercises the rights granted by this agreement; or
3. the performance or use to be conducted including but without limitation advertising or promotion thereof is or is likely to be of a scandalous, libellous, obscene or objectionable character as determined by BSC;

then BSC may cancel the hire by giving notice in writing and forfeit any payment already made without prejudice to any right or remedy of BSC for any breach by the hirer of this Agreement.

Notwithstanding anything in these conditions, the hiring of the Centre shall be subject to cancellation by the Council (with or without notice) in the event of any National Emergency, Council Function or any other matter necessitating such cancellation, and the decision as to the necessity for such cancellation and as to the returning or otherwise of the deposit paid by the hirer following upon any such cancellation, shall be entirely at the discretion of the Council.

Liability: The Council shall not be responsible for or incur any liability in respect of any loss occasioned to the hirer through accident of any kind or failure of the electric plant or other facilities or any other case.

Special Conditions: Council may, depending on the nature of the use, impose special terms and conditions of hiring.

Waiver of Conditions: None of the provisions of this Agreement shall be taken either at law or in equity to have been varied, waived, discharged or released by BSC unless expressly consented to in writing.

Impossibility of performance of the Hirer Agreement due to prescribed events: In the event of BSC or the hirer being unable for any period to perform and discharge their contractual obligations arising out of this Agreement due to fire, flooding, services (water, electricity or telecommunications) provision outside BSC control, strike, civil disturbance, war or act of God then the parties shall be relieved of their respective obligations accruing and occurring during such period, provided that the time for performances of this Agreement shall not be extended as a result thereof except by the written agreement of both parties.