



Cnr Queen and Broughton Street
 (PO Box 57) Campbelltown 2560
 Phone: 4645 4000 Fax: 4645 4111
 DX5114

Hall Hire Agreement Form - Casual Hire

Privacy Statement

The information requested by Council on this form may constitute personal information under the *Privacy and Personal Information Protection Act 1998*. Council is allowed to collect the information from you to consider this matter. Supplying this information is voluntary. However if you cannot or do not wish to provide the information, we may not be able to consider the matter. If you need further details, please contact the Privacy Officer, Campbelltown City Council, cnr Queen and Broughton Streets, Campbelltown.

Hirer details				Booking Number			
Name / Organisation of Hirer							
Contact person							
Contact numbers				Home/Work		Mobile	
Email address							
Address of Hirer							
Hall being hired							
Type of function							
External Contractor or Entertainment		Yes <input type="checkbox"/>		If Yes – Description:			
		No <input type="checkbox"/>					
Date of hire		Day of hire		Start time		Finish time	
Hire fee (GST Incl.)		\$		Date payment due			
Bond (GST Incl.)		\$		Security fee (GST Incl.)		\$	
Number of adults attending				Number of children attending			
Alcohol will be provided		Yes <input type="checkbox"/>		No <input type="checkbox"/>		Alcohol will be BYO	
		Yes <input type="checkbox"/>				No <input type="checkbox"/>	
Maximum number of persons allowed in the facility (Office use only)							
Note: For safety reasons all halls have a set maximum number of people allowed in the hall. The hirer must not under any circumstances allow this maximum number to be exceeded.							
I am 21 years of age or over and understand that I am responsible for paying all the fees and charges for the hire of the hall. I have read the Conditions of Hall Hire and agree to comply with them. I declare that all information supplied by me is true and correct.							
Print name in full							
Signature of applicant				Date			
Identification (sighted or provided)							
Signed on behalf of Council (Office use only)							
Name							
Signature				Date			

DATA AND DOCUMENT CONTROL

HALL HIRE AGREEMENT

Definitions

- (a) **Council:** Refers to Campbelltown City Council, situated at 91 Queen Street, Campbelltown NSW 2560
- (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.

2. Approved Use of the Hall

- (a) The Hirer must disclose the intended use of the hall, including the nature of the function.
- (b) Bookings will only be accepted for teenage to 21st birthday celebrations at approved halls and will be subject to the discretion of Council, having regard to the maximum number of adults and children attending the function.
- (c) Where attendees under the age of 21 will be attending the hall, the Hirer must ensure a ratio of 1 person over the age of 21, to every 10 attendees under the age of 21. Failure to ensure and provide supervision per this term may result in the cancellation of future bookings irrespective of damage sustained or lack thereof.
- (d) 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 booking deposit of \$50.00 within seven (7) days of the booking being confirmed. Failure to pay the booking deposit can result in automatic cancellation of the booking.
- (b) The balance of hall hire fees and the bond must be paid at least fourteen (14) days prior to the function.
- (c) An administration fee may be charged for changes to the booking, per Council's schedule of fees and charges. Council's fees and charges are available on Council's website www.campbelltown.nsw.gov.au.

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 Customer Service Department.

4. Bond

- (a) The bond is payable in accordance with Council's Schedule of Fees & Charges.
- (b) Council will refund the bond by electronic transfer to the account details nominated on the Electronic Refund Form, 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.
- (b) 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 other activities that would constitute an unapproved activity, per any other clause contained herein.
 - (iv) Any activities that Council deems to be dangerous, offensive or unlawful.
 - (v) Any activities that Council deems to place the attendees and community at risk of any physical or mental harm.
 - (vi) Any other activities that Council deems to be inappropriate.
- (c) 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 or a certified copy when submitting their application

7. Cancellation of a Booking

- (a) Cancellation of a booking must be made in writing to Council and be submitted to Council's Customer Service Department. If less than 14 days' notice is given, the Hirer shall forfeit hire fees paid.
- (b) Notification of changes to dates/ times must be made in writing to Council's Customer Service fourteen (14) 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.

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) With satisfaction of the conditions contained in clause (above), for all halls except the Campbelltown Civic Hall and Greg Percival Community Centre, the Hirer can collect keys and/or swipe card to the hall from Council's Customer Service counter (on the ground floor of the Civic Centre) on the business day before your booking between 8.30am and 4.30pm. Council will provide the Hirer with instructions to access the hall and the appropriate key/swipe card, as well as alarm codes for the hall
- (c) **For Campbelltown Civic Hall & Greg Percival Community Centre bookings**, the Caretaker will contact you to arrange access. Detailed plans for the set-up of the Civic Hall or Greg Percival Community Centre must be given to the Caretaker, minimum 48 hours before the function.

9. Cleaning the Hall

- (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.
- (b) Failure to return equipment to the appropriate storage positions will incur a fee per Council's Schedule of Fees and Charges
- (c) 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.
- (d) 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.
- (e) Failure to clean the hall adequately will result in a cleaning fee, deducted from the bond paid by the Hirer.

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, prior to leaving the hall.
- (b) Any additional access to the hall, that has not been prearranged, will 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, they must contact Council's after-hours service on 02 **4645 4403** for assistance.
- (d) If the Hirer fails to activate the security alarm upon leaving the hall, a security fee will be charged to the Hirer's debtor account, 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 and/or swipe card must be returned to Council before 4:30pm on the business day after the booking.
- (g) A fee applies for each day or part thereof that keys and/or swipe card is not returned.
- (h) If the Hirer is unable to return the keys and/or swipe card personally, someone else may return on the Hirer's behalf.
- (i) If returning the keys and/or swipe card outside of business hours, please ensure that the pack is only placed into the mail chute located at the Council's main entrance off Queen Street (Left side of 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 (gas or fire).
- (c) Cooking appliances including spits, 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 at the hall or surrounding grounds.
- (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.

12. Electrical Equipment

- (a) Any appliances brought to the hall by the Hirer, must not exceed the power ratings of the hall's power outlets.
- (b) The Hirer is not permitted to use heating appliances at the hall, except for those provided by Council at the hall.
- (c) 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 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) Alcohol is not permitted in the hall without Council appointed security guards.
- (b) Council requires the engagement of one security guard for every 50 people attending the hall, where alcohol is present. The cost must be paid by the hirer, per Council's Schedule of Fees and Charges.
- (c) Security Guards are required to attend all 18th, 19th, 20th and 21st birthday parties, irrespective of whether alcohol is present at the hall or not.
- (d) 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 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.

15. Decorations & Furniture

- (a) The Hirer is allowed to 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 use a smoke machine or paint machine at the hall.
- (f) The Hirer must not use or throw, rice or any other material at the hall.
- (g) The Hirer must not bring any additional furniture to the hall; the tables and chairs provided by Council represent the maximum occupancy of the hall.
- (h) 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 Service Department or Council's after-hours service on 02 4645 4403.
- (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.

18. Personal Property/Storage

- (a) All goods and items brought to the hall by the Hirer are the personal responsibility of the Hirer.
- (b) Council does not accept liability for any damage or loss sustained to goods and items of the hirer.
- (c) All goods and items brought to the hall by the Hirer are excluded from Council's insurance policy coverage.
- (d) 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.

19. 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.
- (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 have access to the hall at all times.
- (d) 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.

20. 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 through the use of the hall.

Executed as an agreement:

SIGNED by the Hirer:

SIGNED on behalf of **Council**:

Print Name in Full:

Staff Name:

Date:

Date: