

Section 355 Application For Hire Of Community Facilities



1. THIS APPLICATION FOR HIRE("APPLICATION") IS FOR THE HIRE OF:
 Location _____

- Oval Pavilion

2. DETAILS OF HIRER

Name of Hirer:

Contact:

ABN or ACN: (if applicable)

Address:

Telephone:(B/H)(A/H)

Is the Hirer 18 years old or more? Yes / No?

3. 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 for a one-off event for a private function ie wedding and you are not selling alcohol. Council provides relevant liability insurance, and you do not need to arrange insurance.

This excludes incorporated bodies, sporting clubs, associations or individuals that are organiing a public event, business/profit event or selling alcohol. Those groups will need to arrange their own public liability insurance for no less than 20 million dollars (\$20M) and provide Council with a Certificate of Currency when completing the application. The hirer is also required to consult with Council in relation to an Event Management Plan.

Tick the relevant Box

I am a casual hirer who will rely on Council's Casual Hirer Insurance coverage.

I am not a casual hirer and will arrange public liability insurance and provide Council with a copy of the relevant Certificate of Currency at least 7 days before the event/function.

4. INTENDED USE OF FACILITY

Description of event:

Times and Dates for intended use (including preparation and pack up times at facility)

.....

Number of Guests - Including Caterers, Bar and Security staff:

B. Times and Dates for intended use (including preparation and pack up times at facility)

.....

PERMITS & LICENCES may be required depending on the type of event or if you are selling goods and services. Your event may also require a Building or Road Closure Permit. Larger public events may require an Event Management Plan. For more information, please contact Council or email: tourism@lockhart.nsw.gov.au

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

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.....

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

5. 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.

6. 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.

I/We the Hirer agree to pay a bond/cleaning fee of \$for use of the facility and understand this payment **MUST** be made prior to using the facility and will be refundable upon satisfactory inspection.

7. CONFIRMATION OF BOOKING

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

A key to the facilities will be provided on payment for use of the facility by the S355 Committee of Council

8. UNDERTAKING AND ACKNOWLEDGMENT

Please complete the following:

I/Weam/are authorised to make this application and undertake to ensure that the 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 Hirer in accordance with the conditions.

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

Signature: Name

Date:

CONDITIONS OF HIRE – COMMUNITY FACILITIES

These are the conditions on which the 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 Lockhart Shire 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

“**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 The Council reserves the right to accept or refuse the Application
- 2.3 The Hirer must be 18 years of age or over
- 2.4 All hire monies are to be paid to the Committee **at least 7 days** prior to the use of the facility
- 2.5 A maximum capacity of ____ persons are allowed in the premises at any one time.
- 2.6 An inspection must be undertaken by the Hirer and a member of the committee prior to /and following use of the facility to ensure it is handed over/and left in a satisfactory condition.
- 2.7 Keys **MUST** be returned to the Committee as requested. Late return of the keys can result in an additional charge.
- 2.8 All hire fees are inclusive of Goods and Services Tax
- 2.9 Any costs, fees and expenses incurred by the Council 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 may cancel the booking (without notice) in the event of an emergency or if deemed necessary.
- 2.11 If the Council cancels the booking without fault of the Hirer, the Council will refund any amounts paid by the Hirer in relation to the booking
- 2.12 The Council 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 consumed 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
- 2.15 The Council may prohibit alcohol being brought into the facility, distributed or consumed at the facility if no permit is submitted to the Council and/or displayed at the facility
- 2.16 The facility must be locked and returned to it’s 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

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 with evidence of insurance for public liability in respect of the use and occupation of the facility for ten 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.