|  |  |
| --- | --- |
|  | **Name of Facility**  **Information and User Hire Conditions** |

The community facility you are hiring is managed by a volunteer Section 355 Committee or Board. If you have any questions or dispute arising from your proposed hiring of the facility, please contact Byron Shire Council on 6626 7000.

**FEES AND CHARGES:**

*Insert table of fees as per Council’s adopted fees and charges.*

|  |  |
| --- | --- |
| XXXX HIRE FEES 2016/17 | **$** |
| Example | 15.00 |
|  | 20.00 |

**Note** the committee does not have the authority to waive or reduce fees for hire of this facility.

**BOOKINGS:** Name, contact phone and email details.

**HIRE AGREEMENT:** Must be signed and returned to the Bookings Officer prior to hire of the facility.

**REGULAR HIRERS:** Payment is to be made one month in advance to secure booking. The booking officer is to be notified of any changes in regular bookings.

**CANCELLATIONS:** The hirer must notify Council in writing of changes to hours or use of the hall a minimum of fours weeks prior to changes taking effect.

* **If the hirer cancels with less than 2 weeks notice 50% of the total fee is forfeited**
* If the hirer cancels the booking with 2-4 weeks notice 30 % of the deposit is forfeited.
* If the hirer cancels the booking with 4 or more weeks notice 20 % of the deposit is forfeited.

**BOND: For some functions, a security bond** is held until a post-event inspection and released when the hire agreement has been fully adhered to. The key bond will be retained if key is not returned immediately after hire session.

**KEYS:** Keys can be collected from and returned to xxxx. A key bond ($??) will be retained if the key is not returned immediately after hire.

**SPECIAL EVENTS**: In the event of a special event not covered in the terms of the Hire Agreement a special event payment (including the bond) is due **one month** prior to the event. Please note, depending on the size and type of the event/function, security may be required. See also note about Alcohol.

**ALCOHOL:** For service of alcohol, a liquor license may be required. Further information can be found at <https://www.liquorandgaming.justice.nsw.gov.au/Pages/liquor/liquor-licences/which-licence-do-i-need/limited-licence-single-or-multiple-functions> If serving BYO alcohol at the event/function a person in authority for the event must have a RSA Certificate and a copy of the certificate is to be provided to the Bookings Officer.

**PROTECTED SOUND RECORDINGS:** If the booking is for an activity that is open to the general public (ie a class or a dinner event where tickets are sold), a license for the playing of music may be required. There are two types of licenses:

1. ‘Protected Sound Recordings’ through the Phonographic Performance Company of Australia Limited (PPCA) will be required to cover the playing of any protected sound recordings at an event/ function where music is played publicly. Further information is available on the PPCA website at [www.ppca.com.au](http://www.ppca.com.au)
2. Any public performance of music and lyrics contained in a song requires an APRA license (Australian Performing Arts Association). Further information is available on the APRA website at [www.apraamcos.com.au](http://www.apraamcos.com.au)

Please discuss this with the bookings officer as some halls have paid an annual fee for music.

**PUBLIC LIABILITY INSURANCE:** Checklist “A” or “B” must be completed and returned to the Booking Officer:

“A” Checklist for Casual and Regular Hirers – A $10 million Policy exists in order to cover the hirer using Council facilities. See definitions of “Casual” and “Regular” hirers.

Regular Hirers are required to provide a copy of their current public liability policy prior to use of the hall.

“B” Checklist for “Any other Hirers” – your own Public Liability Insurance cover is required in the sum of not less than $20 million.

**COMPANION CARD PROGRAM:** Council participates in the Companion Card program as an affiliate member and advises all hirers that this facility participates in the Companion Card Program and as such any person that is a Companion Card holder will be able to obtain a free ticket to your activity/event for their Companion.

**EQUIPMENT AVAILABLE FOR USE AT HALL:**

*(To be updated according to facility)*

?? Tables – rectangle (size)

?? Chairs

|  |  |
| --- | --- |
| **Kitchen Facilities**  ?? Crockery – Cutlery  Stove  Microwave  Urn (??cups)  Refrigerator Commercial / Domestic | **Meeting Equipment**  Projector  Screen  PA System |

***NOTE:*** *Please notify the Bookings Officer if the hall has not been left clean, tidy and secure prior to use.*

**PAYMENT DETAILS:**

|  |  |
| --- | --- |
| **Bank Deposit: OR** | **Payments to be posted to:** |
| **Commonwealth Bank**  **BSB XXXXX Acc No XXXXXX**  **Name of facility**  Reference: Hirer’s Name and Invoice No. | Please make cheques out to ??  **Postal Address** |

**CONDITIONS OF USE**

The Hirer will ensure that Conditions of Use as stated below are followed. Note that any bond held may not be returned if these conditions are not fully adhered to.

**Prior to use:**

1. Hire Fees are fully paid, one month in advance to secure booking.
2. Relevant Public Liability Insurance check list is completed and a copy of the Checklist and the Insurance Policy (if required) is provided to the Booking Officer.
3. Relevant Bonds are paid.
4. If alcohol is to be served, the appropriate liquor license is obtained and provided to the Bookings Officer.
5. If playing music or Protected Sound Recordings, discuss with the Bookings Officer (a Licence may be required).
6. Security for the event/function be provided, if determined by the Council.
7. If emergency repairs are required to the Hall clients may be asked to vacate the hall at short notice. Where possible at least 1 month’s notice will be given to clients if repair works are required.

**During Use:**

1. The capacity of the venue is \_\_\_\_\_ seated patrons and \_\_\_\_ standing. If you are expecting a capacity crowd then numbers need to be checked at the door and you must not exceed the capacity stated.
2. All fire doors must be kept clear of obstructions.
3. The use of candles and/or smoking in the hall is strictly prohibited. Compliance with Council’s Smoke Free Outdoor Areas Policy is essential eg Smoking is prohibited on all Council managed facilities and within ten (10) metres of the building including balconies or covered areas of those buildings.
4. That no amplified sound is played after 10.00pm Sunday to Thursday, or after 11.00am Friday and Saturday nights.
5. All patrons leave the environs soon after the above hours and without undue noise.
6. All WH&S requirements of the facility are adhered to at all times.
7. Housekeeping:

|  |  |
| --- | --- |
| * all areas are swept clean; | * the fridge is empty and clean; |
| * the kitchen is clean and tidy; | * utensils are clean and put away; |
| * all chairs and tables are wiped clean and neatly stacked after the event; | * the hall and surrounds are left clean and tidy; |
| * all rubbish will be removed from the premises; | \* all lights and electrical appliances are switched off. |
| * all patrons have vacated the premises before closing the facility; | \* all windows and doors are closed and locked before leaving. |

*? Any other conditions relating to the facility, eg parking, security, alarms, use of outside areas, etc*

1. The hirer will ensure that all persons have vacated the premises and all lights and electrical appliances are switched off and doors and windows are shut before leaving the hall. The facility should be secured on leaving the hall.

**After use:**

1. Return the key to the relevant person within 24 hours after the event/ function.

**Agrees:**

1. The hirer will be responsible for any damages incurred during the hire period and agrees to pay for any such damages.
2. The hirer agrees that the security bond will be forfeited if the conditions of hire are not fully adhered to. A cleaning charge will be levied if deemed necessary.
3. The hirer agrees to occupy and use the premises at the risk of the hirer.
4. If the piano is to be moved, the hirer is responsible for hiring a piano trolley. If re-tuning of the piano is required this will be deducted from bond money paid.

**Regular Users:**

1. Regular clients may be asked to forego a booking if there is a request for a special event in the hall. Wherever possible at least three months notice will be given to the regular booking clients is this is to occur.

|  |  |
| --- | --- |
|  | **Name of Facility**  **Booking Form/ Hire Agreement** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date** |  | | | |
| **Contact Name** |  | | | |
| **Address** |  | | | |
| **Phone Numbers** | **Business Hours** |  | **Mobile** |  |
| **Email** |  | | **Fax** |  |

**HIRE DETAILS**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Event/Function/ Activity Name** | | |  | | | | |
| **Details / Description** | | | | | | | |
|  | | | | | | | |
| **Are any licenses or approvals required for the event/ activity?** | Alcohol sale (license and RSA) | | | Alcohol BYO (RSA) | Music in public | | Security |
| **Frequency** | Once only | | | Weekly | Fortnightly | | Monthly |
| **For regular bookings: day of week/ fortnight/ month** | |  | | | | | |
| **Date Required\*** | **From** |  | | | **To** |  | |
| **Time Required\*** |  | | | | | | |
| \*Dates/times must include setup and pack down time | | | | | | | |

**PLEASE TICK THE FOLLOWING**

|  |  |
| --- | --- |
| Hire fees are paid in full, in advance, at the time of lodging booking form. Please note this booking will not be secured without the hire fee being paid. | Agree |
| **Public Liability Insurance Declaration**  I/We have a current Public Liability Insurance Policy (if applicable – see User Agreement for determination). A copy of the Certificate of Currency showing cover to the value of $10 million is supplied with this booking form. | Yes  N/A |
| **Risk Assessment Declaration**  Please indicate that you will complete and submit a Risk Assessment (form attached) of the exhibition/function prior to its opening. | Yes |
| Will you be playing any music or ‘protected sound recordings’ at the event/function? (*If YES, a copy of the relevant licenses/ certificates to be provided to the Bookings Officer)* | Yes  No |
| Insurance Checklist ‘A’ attached OR  Insurance Checklist ‘B’ attached | A  B |

I/We       the “Hirer” hereby declare that I/we have read, understood and completed the booking form. I/We agree to all the terms and conditions of hire as set out in the Hire Conditions and Agreement. I/We will be responsible for total payment of the fees and charges fixed by Council for hire of the facility. Bookings are guaranteed at the time of payment for the dates nominated on this booking form. I/We will be responsible for payment of additional costs such as damages arising. I/We are at least 18 years of age.

|  |  |  |  |
| --- | --- | --- | --- |
| **Hirer Name** |  | **Hirer Signature** |  |
| **Date of Agreement** |  |  |  |

***Privacy Statement:*** *Any personal information you have supplied to, or is collected by Byron Shire Council will only be stored and processed by the Council for lawful purposes directly related to the functions and activities of the Council. Any personal information will only be disclosed to a third party for the purposes of performing a lawful function or activity and for no other purposes.*

**Office Use Only**

|  |  |  |  |
| --- | --- | --- | --- |
| **I confirm:** | | | |
| The booking form has been completed and signed. | | | Yes  No |
| A public liability insurance Certificate of Currency is attached to the booking form. | | | Yes  No |
| A risk assessment has been completed and copy provided. | | | Yes  No |
| Payment has been received and the receipt attached. | | | Yes  No |
| The venue has been booked upon payment being received. | | | Yes  No |
| A PPCA license has been provided for protected sound | | | Yes  No |
| Print Name |  | Date |  |
| Payment Method | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Hire Cost** | $ | **Cost Category** | Standard  Community  Council |
| **Bond held** | $ | **Bond Returned date** |  |
| **Staff Signature** |  | **Date** |  |