Hire agreement for regular hirer’s –Hall Name

Byron Shire Council

and

**Hirer**

**\*Before you sign this agreement\***

* Council is pleased you want to use one of its community halls for your event.
* Before you can use the hall, you need to sign this agreement. It contains the conditions for you hiring the Hall.
* It’s important you read what’s here, because once you sign it, you’ll have entered a legally binding agreement with Council. Even if you don’t read the terms but sign this agreement, it will be enforceable.
* If you don’t understand part of the agreement, please contact Council. We’ll be happy to talk with you about what’s here.

1. Definitions

There are some words in this agreement which have a particular meaning. They are listed below:

**Council** means Byron Shire Council.

**Booking Officer** means the person delegated by Council to manage Hall bookings.

**Claim** means any demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action and claim for compensation (including the costs and expenses of defending or settling any action, proceeding, claim or demand).

**Hall** means the XXXX Hall (ADDRESS).

**Hire fees** means, the amount in Appendix 1, payable by the Hirer (into the Hall’s bank account) on the first day of each calendar month, one month prior to the Hire period.

**Hirer** means the person or organisation described in Appendix 1..

**Permitted Use** means the use described in Appendix 1.

1. Right to use the Hall
   1. In exchange for the Hirer paying the Hire Fees to Council one month in advance, the Hirer has the right to occupy the Hall for the Permitted Use, as described in this Agreement.
   2. The Hirer’s right to occupy the Hall is limited to the dates and times in Appendix 1 (Hall Occupation Times).
   3. The Hire Fees are payable whether or not the Hirer actually occupies the Hall during the Hall Occupation Times.
   4. If the Hirer wishes to change their Hall Occupation Times, they must provide Council (Booking Officer) with no less than 21 days’ notice (Variation – see 2.5).
   5. Council will make a decision to accept or reject a Variation, and provide notice to the Hirer of its decision, within 7 days of the Hirer’s request.
   6. If Council agrees to a Variation, the Hall Occupation Times will be amended and will take effect the first time the Hirer occupies the Hall after Council’s decision.
   7. This Agreement doesn’t allow the Hirer to occupy the Hall to the exclusion of everyone else. The Hirer’s right under this Agreement are only contractual.
   8. The Hirer acknowledges that the Hall is a public asset which is used by many community members. Where Council, acting in good faith, needs to alter the times the Hirer occupies the Hall, the Hirer agrees that Council can do this, provided the Booking Officer gives the Hirer with not less than 30 days’ notice before varying this Agreement to give effect to the changed occupation times.
   9. The Hirer acknowledges that nothing in this Agreement guarantees that they will be provided a future agreement on the same or similar terms.
   10. Subject to clause 2.9, at least two months before this Agreement ends, the parties will commence meeting in good faith to discuss entering a new agreement.
2. Fee increases

The Hirer acknowledges that the fees for the Hall are set by Council resolution from time to time, in accordance with the *Local Government Act 1993* (the Act).

The Hirer acknowledges that Council may resolve to increase fees for the Hirer during the course of this Agreement.

Where Council resolves to increase fees for the Hirer during the course of the agreement, the fee increase will take effect from the date nominated in the relevant Council resolution.

The Hirer acknowledges that because Council can only increase fees after public consultation in accordance with the Act, Council does not need to provide the Hirer with a particular period of notice before increasing the fees. However, Council will act reasonably in notifying the Hirer of a fee increase prior to the increase taking effect.

1. Use of Hall
   1. The Hirer must use the Hall only for the Permitted Use.
   2. The Hirer acknowledges a risk assessment has been completed for the Permitted Use and has taken reasonable care to manage the risks identified in Appendix 1.
   3. The Hirer acknowledges that the parts of its application attached at Appendix 1 are terms of the Agreement.
   4. The Hirer acknowledges:
      * 1. that the days and times for occupying the Hall include set up and pack down of the Permitted Use, and
        2. that the Hirer cannot occupy the Hall outside these times.
   5. In carrying out the Permitted Use, the Hirer must keep and maintain the Hall tidy and in good repair.
   6. The Hirer must ensure that the floors, walls, ceilings or other parts of the Hall are not cut, marked, scratched, defaced, drilled or damaged.
   7. Smoking or lighting of any fire is not permitted in the Hall.
   8. The Hirer must notify the Booking Officer of any damage caused while occupying the Hall and make good as outlined in clause 4.13.
   9. The Hirer acknowledges that they are responsible for their attendees and any damage to the Hall caused by the Hirer’s invitees are deemed as being caused by the Hirer.
   10. If the Permitted Purpose includes children using the Hall, the Hirer must provide adult supervision of any children.
   11. The Hirer must not allow the Hall to be occupied by more than the maximum number of people allowed in the Hall under its Occupancy Assessment listed in Appendix 1.
   12. At the end of this Agreement, the Hirer will ensure that all persons have left the premises and lights and electrical appliances are switched off, doors and windows are shut, and the Hall is secured.
   13. The Hirer agrees to pay the bond in Appendix 1. The Hirer agrees that Council may use the bond to recover any costs to restore the Hall to the state it was in prior to the Hirer occupying the Hall.
   14. Where no claim is made on the bond, the bond will be returned within 14 days of the Hirer’s use of the Hall ending.
   15. The Hirer is responsible for complying with any law regarding the Permitted Use being carried out in the Hall.
   16. Subject to the Booking Officer’s approval, the Hirer may place structures listed in Appendix 1 in the Hall. Council will not unreasonably withhold its consent regarding the placing of structures.
   17. Upon the expiration or termination of this Agreement, the Hirer will, at its cost:
       * 1. remove any structures it has placed in the Hall; and
         2. reinstate the Hall to the condition it was in at the start of the Agreement.
   18. If the Hirer fails to remove any structures under clause 4.17 Council may deal with the structures as it sees fit.
   19. Where Council deals with the structures under clause 4.18, no compensation will be payable by Council to the Hirer.
2. Transferring
   1. The occupation right granted to the Hirer by this Agreement is personal to the Hirer and cannot be transferred or assigned.
   2. The Hirer is prohibited during its occupation from sub-letting the Hall.
3. Termination
   1. Council may terminate this Agreement immediately by notice to the Hirer if:
      1. The Hirer uses the Hall for a use other than the Permitted Use;
      2. The Hirer fails in a material way to carry out the Permitted Use in accordance with this Agreement;
      3. The Hirer attempts to transfer their rights, contrary to clause 6;
      4. In Council’s reasonable opinion, there is or is likely to be a real safety risk if the Hirer continues to occupy the Hall; or
      5. The Hirer breaches any law (e.g., regarding alcohol consumption, the playing of amplified music, provision of public toilets and for disability access) regulating the Hirer’s use of the Hall.
4. Indemnity, release and insurance
   1. The Hirer uses the Hall at its own risk.
   2. The Hirer indemnifies Council against all Claims for any loss, damage, injury or death, arising out of or in connection with:
      * 1. Loss or damage to property or injury or death to any person caused by the Hirer;
      1. A breach of this Agreement by the Hirer; or
      2. The Hirer’s use or occupation of the Hall.
   3. The Hirer releases Council from all Claims for any damage, loss, injury or death occurring in respect of their use of the Hall, except to the extent that they are caused by Council’s negligence.
   4. The Hirer must take and maintain a public liability policy in respect of Hall use for an amount no less than $20,000,000 (or any other amount that Council may reasonably require) that:
      * 1. Covers death or injury to any person and damage to property of any person sustained when that person enters or uses the Hall in connection with the Hirer’s occupation;
        2. Includes coverage for Council as an interested party for its interest in the Hall; and
        3. Covers events during the policy’s currency, regardless of when claims are made.
   5. The Hirer must upon the written request of Council provide a certificate of currency or other relevant evidence that the policies of insurance required by this clause are in effect.
   6. The Hirer must ensure that all contractors engaged in connection with this Agreement are either:
      * 1. covered by the insurances that the Hirer is required to maintain under this Agreement; or
        2. effect and maintain policies of insurance of the same types and for the same amounts.

BOOKING OFFICERS – IF THE HIRER MEETS THE PUBLIC LIABILITY CHECKLIST B AND NEEDS TO PROVIDE INSURANCE, AGREEMENTS NEED TO INCLUDE CLAUSES 7.4 + 7.5 + 7.6. IF THE HIRER MEETS THE PUBLIC LIABILITY CHECKLIST A, THESE CLAUSES CAN BE DELETED FROM THE AGREEMENT (Please delete this paragraph).

1. General
   1. Nothing in this Agreement limits the statutory rights and powers of Council.
   2. If the Hirer has a complaint about any matter relating to this Agreement, the process for resolving the matter is as follows:
      * 1. The Hirer will give written notice to the Booking Officer outlining the complaint;
        2. Within 14 days of receiving the notice, the Booking Officer will meet with the Hirer to try and resolve the dispute;
        3. If the Hirer remains aggrieved, then the matter will be referred to a Council officer to meet with the Hirer to try and resolve the dispute (with the meeting to take place within 14 days of the last discussion between the Booking Officer and Hirer);
        4. If the Hirer remains aggrieved, either party can take further steps as desired in an effort to solve the dispute.

Executed as an agreement

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| **Executed** on behalf of **Byron Shire Council** on 2019 by |
| Signature |

|  |
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| **Executed** by **[the Hirer]** on [DATE] 2019: |
| Signature |

Appendix 1

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| --- | --- |
| Hirer promises about Permitted Use | |
| Hirer  (full name of person or organisation) |  |
| Hirer’s address  (for invoice) |  |
| Hirer’s contact details | Phone:  Email: |
| Hirer’s bank account details (for bond refund) | Account name: Bank: BSB: Account number: |
| Use Details | XXXXXXXXXXXXXXX |
| Space Hired | XXXXXXXXXXXXXXX |
| Dates and Times | XXXXXXXXXXXXXXX |
| Hire Fees (including bond) | XXXXXXXXXXXXXXX |
| Cancellations and Changes | The hirer must notify the Booking Officer in writing of proposed changes to hours or use of the hall a minimum of two weeks prior to changes taking effect. Fees are charged at the discretion of the committee. The booking officer will notify the hirer if the changes can be accommodated.   * If the hirer cancels with less than 2 weeks notice but more than 7 full days notice 50% of the total fee is forfeited * If the hirer cancels with less than 7 days notice, the total fee is forfeited |
| Temporary Structures or equipment | Description: XYZ |
| Amplified Sound | Description of sound/ music license: XYZ (ie OneMusic licence numbers) |
| All sound amplification equipment must be kept to the absolute minimum. Electrically amplified music or public address systems are not permitted to emit ‘offensive noise’, as defined under *the Protection of the Environment Operations Act 1997* at any time, and should not exceed background noise by 5dB(A).  Amplified sound will not be played after 10.00pm Sunday to Thursday, or after 11.00pm Friday and Saturday nights. Please respect the Halls’ neighbours and close windows and doors for loud activities such as drumming, shouting, singing, etc. |
| Alcohol Service | RSA and/or appropriate liquor licence details; details of security service for event |
| Keys | Keys are to be collected and returned to [this place at these times].  Hall will be locked at the end of each use.  If the keys or lock is damaged or lost Council will seek reimbursement from the Hirer. |
| Attachments | As per clause 5 attachments of the Application Form, Public Liability Checklist and Risk Assessment form part of this agreement as representations made by the Hirer. |
| Occupancy Assessment | As per clause 5.12 the Hall’s Occupancy Assessment sets out the capacity of spaces in the Hall and is attached. |