

Subject to the following conditions Holroyd City Council (“the Council”) grants to the Hirer the right to hire and use the Hall for the purpose indicated on the date or dates and at the times shown.

*The Hirer acknowledges that they have inspected the hall and agree that it is in good condition and fit and proper for the purpose of the proposed use. The Hirer takes no objection or exception to the condition of the hall. Any objection or exception is to be advised in writing at the time of or prior to the booking and deposit being paid.*

### **1. Payment Details**

Full payment is required at the time of booking (including bond and caretaker fee if applicable). No tentative bookings will be accepted. The facility must be hired for a minimum of six hours. When hiring one of Council’s Community Centres or Halls for a Private Function, users are required to pay a bond as security for: cleaning, damage or lost/stolen property; and guarantee of departure at end of hiring time. The bond will be mailed out within four (4) weeks of your function.

### **2. Cancellation**

***A \$110.00 administration fee will be charged for any cancellation.***

Cancellations and transfer of bookings are not permitted unless Council receives Four weeks written Notice.

***If four weeks written notice cannot be provided and the hall is unable to be re-leased a further cancellation fee of \$165 will be levied.***

### **3. Keys**

A caretaker is employed to open and close the premises for private functions.

### **4. Are Spits, Barbeques or decorations permitted?**

Barbeques and spits are not permitted at The Redgum Function Centre. Floors, walls or any part of the building shall not be broken or pierced by nails, screws etc. nor shall any appliance, fitting or fixture be interfered with any way. Adhesives are not to be used on any surface.

### **5. Tables must be covered**

Tables provided by Council for the purpose of serving or handling food or refreshments, must be covered with suitable tablecloths or other coverings by the hirer so as to prevent damage.

### **6. Restricted articles**

Confetti, chewing gum, fireworks or other articles deemed by the responsible Council employee to be prohibited.

### **7. All exits are to be clear and useable without hindrance.**

### **8. Can I smoke or consume or sell alcohol in a community facility?**

Smoking is not permitted in any community facility.

If you are intending to sell alcohol on the premises you must contact the Licensing Court of NSW on 9995 0761 to obtain written consent.

If you are providing alcohol to your guests free of charge, you still have a duty of care to ensure that alcohol is served in a responsible manner.

### **9. Conditions for Private Function Hire.**

Hall capacities of 300 people must not be exceeded.

Additional charges will be incurred if:

- Hirer’s who are not ready to vacate the hall when the caretaker returns at the nominated finish time, additional charges will be passed on to the hirer in 1/2 hourly blocks at the rate of \$127.50 per hour.
- The caretaker has to return to the hall again to lock up after nominated finish time.
- The facility is not left in a suitably clean and tidy condition, bins emptied. Etc. Cleaning levies will also be charged at \$85 per hour and will be withheld on repayment of bond
- Repair any damages, which have occurred during hire period.

**10. Noise Restrictions/Breach of Conditions**

All users must ensure that all amplified sound, music; PA systems etc ceases by closing time and be considerate of local residents. Any breach of the above conditions may disqualify your group/organisation from future usage of Council's community facilities.

**11. The hirer is responsible for the maintenance and preservation of good order during the period of hire.**

Where the hirer conducts a public dance or concert or similar activity, the hirer must provide at least two attendants capable of maintaining good order at the function.

Private attendants engaged by the hirer shall be strictly confined to the duties connected with their engagement and such attendants are absolutely prohibited from entering and searching the premises for lost property left behind after the engagement.

The hirer shall obey all reasonable directions of the responsible Council employee during the period of hire. Council's responsible employee shall have complete control over all means of entry and exit and may close the hall and may refuse permission to any person or persons and may close the entrance doors. The responsible employee may instruct the hirer to limit noise and music or voice amplification to an acceptable level to the satisfaction of the employee if in the opinion of the responsible employee such noise is excessive.

**12. Observance of Laws**

The hirer must strictly observe all laws, rules, regulations and ordinances. It is the hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the function.

**13. The hirer must not sublet the hall.**

**14. Use for sale of goods or advertising.**

The hall may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been sought.

**15. Notification of accident or injury**

Should there be an accident or injury arising through the hirer's use, the hirer must inform Council within seven (7) days of the incident.

**16. Insurance**

The hirer shall do nothing, which will or is likely to prejudice or render void Council's insurance policies.

**17. Indemnity**

The hirer hereby grants the Council an indemnity from and against all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensations and the like for which the Council may be liable in conjunction with injury, damage or accidental death through the hirers neglect or default or the neglect or default of any other person in connection with hirers use of the facility.

**18. Right to refuse application for hire.**

Council reserves the right to refuse an application for hire of a hall or to cancel any reservation already made and to refund the fees and charges paid and Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

**19. No responsibility for loss of damage**

The Council shall not be responsible for any loss of or damage to any property whatsoever belonging to the hirer or any person attending the function.

**20. Disputes**

Any disputes arising between the hirer and any employee of Council shall be referred to the Public Officer whose decision shall be final.

|                      |                    |                    |
|----------------------|--------------------|--------------------|
| REDGUM CENTRE        |                    |                    |
| <i>Facility Name</i> | <i>Day of Week</i> | <i>Date of Use</i> |

|       |       |     |       |                      |                                                    |
|-------|-------|-----|-------|----------------------|----------------------------------------------------|
| From: | am/pm | To: | am/pm |                      |                                                    |
|       |       |     |       | <i>No. of people</i> | <i>Purpose of Use: ie Private Function/Meeting</i> |

|                                   |
|-----------------------------------|
|                                   |
| <i>Name of Hirer/Organisation</i> |

|                       |
|-----------------------|
|                       |
| <i>Contact Person</i> |

|                                      |
|--------------------------------------|
|                                      |
| <i>Address of Hirer/Organisation</i> |

|                              |               |                              |
|------------------------------|---------------|------------------------------|
|                              |               |                              |
| <i>Work Telephone Number</i> | <i>Mobile</i> | <i>Home Telephone Number</i> |

IS YOUR GROUP A PROFIT MAKING GROUP? YES/NO

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Indemnity:</b>          | <p>The hirer hereby grants the Council an indemnity from and against all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensation and the like for which the Council may be or may become liable in conjunction with injury, damage or accidental death through the hirers neglect or default or the neglect of default of any other person in connection with hirers use of the hall.</p> <p>I have read and understood this indemnity: Signature: .....Date:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Conditions of Hire:</b> | <p>It is your best interest to obtain insurance cover in respect of the activity you propose to carry out on the Council's premises. If you do not have access to insurance cover then you should seek advice regarding the indemnity you are giving in favour of Council before proceeding with your application to hire it premises.</p> <p>I acknowledge that I have read and understood this form Council's Rules and Conditions Applying to the Use of Halls, a copy of which has been supplied to me, and agree to be bound by them.</p> <p>I agree to indemnify and keep indemnified the Council from and against all actions, claims and demands of every kind resulting from any personal injury, loss or damage to property occurring during the course of the subject event and I acknowledge that the council shall be under no responsibility or liability for any personal injury or damage to property occurring during the course of the hiring.</p> <p>Applicants Signature: ..... Date:.....</p> |

**HOLROYD CITY COUNCIL – PRIVACY STATEMENT**

*Holroyd City Council will only record your name and address to assist in the processing of this application. It will only be used for the purpose for which you have provided it and will not be added to a mailing list.*

*Council will not use your personal information for any other purpose and it will not be disclosed for any other purpose.*