

HALL HIRE AGREEMENT

Definitions

- a) **Council:** Refers to Central Coast Council, situated at 2 Hely Street, Wyong NSW 2259 & 49 Mann Street Gosford NSW 2250
- 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.
- c) The Hirer must provide at least one contact with a mobile phone and email address for communication purposes

2. Approved Use of the Hall

- a) The Hirer must disclose the intended use of the hall, including the nature of the function.
- b) 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.

3. Fees and Charges

- a) Payment can be made prior to or on the day of hire. For multiple bookings, invoices are emailed after your bookings have occurred.
- b) The invoice **must** be presented or attached with payment. If you do not have an invoice, please contact Erina Centre staff before attempting payments.
- c) Payment must be made by one the following methods:
 - i. You can phone Central Coast Council direct and request a B-Point payment by Credit Card. Please ask Erina Centre staff for further instructions to ensure the correct payment application.
 - ii. In person and during business hours by cash, cheque payable to Central Coast Council, or EFTPOS at any Council Customer Service Centre (Mann St Gosford, Woy Woy Library or Erina Library). AMEX not accepted. Unfortunately, electronic payments cannot be processed through the current booking software system for the Erina Centre.
 - iii. By post with a cheque. Cheques should be made payable to: Central Coast Council, and posted to Erina Centre, c/- Erina Library, The Hive, Erina Fair Shopping Centre, Terrigal Drive, Erina NSW 2250.
- d) 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 booking officer team.

4. 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. 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 activities that Council deems to be dangerous, offensive or unlawful.
 - IV. Any activities that Council deems to place the attendees and community at risk of any physical or mental harm.
 - V. The use of any kind of pyrotechnics, fireworks, candles and smoke, or dry ice machines in any venue is strictly forbidden.
 - VI. Any other activities that Council deems to be inappropriate.

- b) 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.

5. Booking the Hall

- a) Bookings must be made with Erina Centre staff during office hours: 9.30am to 5pm, Monday to Friday. The Erina Centre is closed on all public holidays.
- b) All applications for hire are subject to approval by Erina Centre staff.
- c) Erina Centre staff has the authority to deny access to a hirer where an activity is considered inappropriate for the building.
- d) To ensure fair room allocations to all hirers, bookings will be entered by receipt date.
- e) Erina Centre staff will periodically review all current hirers and bookings.
- f) Council reserves the right, to make the facility available to other organisations with no financial recompense to the original hirer. Regular hirers will be advised as soon as possible of any changes that may need to occur.
- g) All bookings must start and finish within the booking times (including setup and pack up) so as not to impose on the previous or next hirers, and to ensure security requirements are adhered to. No exceptions will be allowed and extra charges will apply if this condition is not met.
- h) If you hire at before or after closing hours at the Erina Centre, you first need to make an appointment to see staff at Erina Library during office hours **prior to your booking** to pick up a security access card and run through the entry/exit and alarm pad procedures with us.
- i) Access to the Erina Centre can only occur between 8am to 10pm.
- j) Access outside these hours may only be negotiated in special circumstances.
- k) Council does not permit the sale of any items in the Erina Centre unless prior approval is received from Council staff.

NB: Due to safety a security considerations, toilet facilities are not provided inside the Erina Centre. Access to the toilets can only be made available to bookings held in the Erina Room. Toilet facilities for the remainder of the meeting rooms are located next to the medical centre across The Hive.

6. Cancellation of a Booking

- a) Hirers must notify Erina Centre staff of cancellations prior to the hire date. Cancellations made on or after the hire date may result in the hirer paying a fee for the room.

7. Equipment, Furniture & Decorations

- a) The hirer is responsible for setting up the room and also for returning the room to its original layout. Charges may apply if this is not done.
- b) Time for setup and breakdown **must** be included in the booking time. No exceptions will be allowed and extra charges will apply if this condition is not met.
- c) At the completion of the hire period, **all** equipment used by the hirer (e.g. tables, chairs, whiteboards, etc.) must be returned to its original layout location in the room.
- d) A **clean-up fee** of \$50 may be charged if any extra cleaning tasks or moving of furniture is required for council staff to restore the area used to its previous condition.
- e) Erina Centre and other Council library staff are **not** available at any time to assist with set up or breakdown. If hirers are unable to move furniture, etc. with the equipment provided, they should ensure they bring or hire assistant/s to help them.
- f) For occupational health and safety reasons:
 - I. Chairs must be stacked neatly, with each stack to be no more than 10 chairs high.
 - II. No person should carry any more than 2 chairs at any one time.
 - III. Tables are to be lifted on and off of the trolley by a minimum of 2 persons.
 - IV. Tables and chairs are only to be moved with the use of the trolleys. Trolleys can be found in the large Erina Centre corridor storeroom.
- g) Furniture should **never** be dragged across the floor.
- h) When hiring the Erina Room, all furniture and hired equipment must be returned to the storeroom and the lights turned off in the Erina Room.
- i) Any equipment brought in by the hirer is done so at the hirer's own risk. Council will accept no responsibility for any loss, damage or theft of a hirer's equipment or effects even if permission to store on site has been given.

- j) All equipment brought in by the hirer must be removed from the premises by the hirer after each hire period or by 10pm each night for bookings that fall on multiple days, unless prior approval is granted.
- k) The hirer must pay for any damage caused by equipment brought into the building by the hirer, especially faulty electrical equipment.
- l) Council provides some AV equipment and accessories at the Erina Centre only, if required.
- m) Council does not provide food, beverages, utensils, crockery, glassware, dishwashing liquid, or First Aid kit and supplies. All of these items must be organised and supplied by the hirer.
- n) At the completion of the hire period, all AV equipment must be returned to Council staff. If hirers take breaks between sessions during the hire period, the room must be locked until the session resumes and the facilitator in charge is present. The hirer will be held liable for any missing or damaged equipment.
- o) Existing notices, booking sheets, signs, posters or displays must **not** be touched or covered unless Erina Centre staff has given prior permission.
- p) No posters, decorations etc. are to be attached to walls or notice boards unless approved by Erina Centre staff.
- q) Under no circumstances are streamers, balloons or other decorations to be attached to any fan, other cooling device, heating device or air intake/outlet, or ceiling.
- r) Under no circumstances are helium-filled balloons to be used inside any of the buildings. Helium balloons will set off the security alarm when the building is vacant.

8. Cleaning the Hall

- a) The hirer is responsible for ensuring that the hall area is left in a clean and tidy condition.
- b) **At the conclusion of the booking, if food, liquids, debris or any other rubbish is still present, hirers will need to bring their own cleaning equipment to ensure that all food and rubbish is removed from the floor and all tables are wiped.**
N.B. Please do not use any cleaning products on the floor. If you are going to mop the floors only use clear warm water and a damp mop.
- c) Excess rubbish must be bagged in large sturdy garbage bags and left tidily stacked in the room (or in the case of the Erina Room: the kitchen) for the cleaners to remove. **Please note:** Any broken glass or hazardous material should be wrapped where possible and identified with a written note and put aside separately for the cleaners to dispose of.
- d) **Please note:** Soiled baby nappies/diapers are to be placed in nappy bins only, or removed from the premises by the hirer and disposed of responsibly.
- e) A **\$50.00 per hour cleaning fee** will be charged if any cleaning tasks or any moving of furniture is required to restore the area used to its previous condition.
- f) If the kitchen is used, benches and sinks must be cleaned. If the dishwasher or refrigerator has been used, it must be emptied after use.
- g) Hirers who run children's sporting activities must either clean the walls and floors where marked by their use or bring nets or other barriers to stop equipment, balls, or persons from causing marks or other damage.
- h) On completion of the booking, all doors must be closed and locked, all lights and electrical equipment turned off and any equipment brought in by the hirer must be removed
- i) The last hirer to leave the building is responsible for ensuring that the building is secured and the alarm system is armed correctly

9. 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.
- c) Under no circumstances may any cooking equipment (e.g. microwaves, barbecues, toaster ovens, toasters, or gas bottles) be used or stored in any part of the Erina Centre.
- d) Under no circumstances are candles or incense to be burned inside any of the buildings. These will set off smoke detectors and are also contrary to the building's lease agreement.
- e) 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.

- f) The Hirer and any attendees are not permitted to smoke within 10m of the hall or surrounding grounds (amenities buildings, carparks Tennis & Netball courts) and within 30m of playgrounds.
- g) 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.
- h) The Hirer must inform Council if the fire extinguishers have been used in any way, during their use of the hall.
- i) The Hirer is responsible for providing adequate first aid supplies relative to the nature of the hall use.
- j) The emergency contact number is "000" should the Police, Ambulance or Fire Brigade be needed. First aid kits are not supplied; hirers may wish to consider bringing a first aid kit of their own. If the emergency services attend for any reason due to the hirer/hiring, the full cost plus any administration charges will be paid by the hirer. In the event of an accident or emergency the hirer shall contact Councils' Contact Centre on 1300 463 954

10. Electrical Equipment

- a) 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.

11. External Contractors/ Entertainment (Decorators, Caterers etc.)

- a) If the Hirer intends to use any equipment to provide a service or entertainment by a 3rd party such as but not limited to, Decorators or Caterers, the Hirer must notify Council. Jumping Castles & 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) Council is indemnified against any claims for any damage caused or associated with the use of equipment brought to the hall by the Hirer.
- e) 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.

12. Alcohol, beverages & Security Guards

- a) No alcohol is to be consumed on the premises.
- b) Large sturdy garbage bags must be used in which to place used bottles and/or cans. **Please note:** Any broken glass or hazardous material should be wrapped where possible and identified with a written note and put aside separately for the cleaners to dispose of.
- c) Where guests are under the age of 21 Council requires assurance that there will be a ratio of one (1) adult over 21 years of age to every 10 guests under 21 (with the exception of school concerts or similar events). The adult supervisors must be capable of maintaining order at the functions. Failure to provide this ratio of supervision may result in forfeiture of all or part of bond regardless of damages caused.
- d) Should Council determine a static security guard or guards are required the hirer must provide Council with proof of security contractor engaged including copy of signed contract and paid invoice at least 1 week prior to booking date.

13. Damages and Breakages

- a) All breakages sustained during the Hirer's use of the hall must be immediately reported to Council's Customer Contact centre on 1300 463 954
- 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) A **minimum \$50 call-out fee** will be charged to the hirer as a result of a council security company or staff member being called out to attend and rectify any situation as a result of windows and doors being left open or the alarm being activated or deactivated incorrectly.
- d) Automatic doors, security doors, or fire doors, are **not** to be propped open by any means or under any circumstances. Council has the authority to cancel or deactivate the hirer's swipe card(s) if this practice continues after a warning has been issued. Additionally, the green exit button must be used when exiting the building or letting in attendees after hours.

- e) Any hirer who has tampered with the automatic doors, security doors, fire doors, room doors, when there is no emergency situation, or who has left doors open, or who has used the doors in a way to cause them to become unaligned and unable to be closed, will be charged a **minimum \$50 call-out fee** for council security company or staff member to attend and rectify the situation. Should any further damage be occasioned to the automatic doors, security doors, or fire doors, the responsible hirer will be required to pay all charges incurred for repairs.

14. 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 (where applicable).
- 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.
- c) All amplified and/or noise will cease by 9.00pm Sunday to Thursday, 11.00pm Friday & Saturday and activities at the facility are to conclude by 11.30pm.
- d) Unless otherwise provided, the operation of any plant or equipment installed on the premises must not cause the emission of noise that exceeds the background noise level by more than 5dBA (Decibels) when measured at, or computed for, the most affected point, on or within the boundary of the most affected residential premises in the vicinity.

15. Child Protection Legislation

The hirer warrants to Council that:

- a) It has or will, at all times that are relevant to this agreement comply with all of its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as "the Child Protection Legislation" and, in particular, will comply with those obligations during the term of this Agreement.
- b) It does hereby, and shall forever, indemnify Council from and against all claims, demands, actions and suits (and costs thereof calculated upon an indemnity basis) arising out of a breach by the hirer of any of its obligations under the Child Protection Legislation and/or any of the warranties herein contained.
- c) It will comply with all of the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.
- d) He/she is not a prohibited person within the meaning of the Child Protection Legislation.
- e) Insofar as it is aware, none of its existing employees are prohibited persons within the meaning of the Child Protection Legislation and has obtained prohibited persons declaration and has screened all of its current employees within the meaning of the Child Protection Legislation.
- f) Where there are children under the age of nine years in any of the buildings, the Council policy "CO.14 Unattended children in public libraries" applies. This policy is currently under review

16. Personal Property/Storage

- a) All goods and items brought to the hall by the Hirer are the personal responsibility of the Hirer.
- b) Any items brought into the venue for the hire must be removed entirely from the premises at the end of the booking where storage rooms or cupboards have not been allocated
- c) Council does not accept liability for any damage or loss sustained to goods and items of the hirer.
- d) All goods and items brought to the hall by the Hirer are excluded from Council's insurance policy coverage.
- e) 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.

20. 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 with the exception of Assistance Animals.
- 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 is responsible to induct all staff, clients and guests onto site in a professional and comprehensive manner.
- e) Rights and obligations on the agreement or under this agreement are:

- i. Not transferable without the express and written approval of Central Coast Council, which may be granted or withheld in Council's absolute discretion.
- ii. If the application is made on behalf of a group, company or other body, the person must have and produce evidence of authority to commit the group, company or body to be bound by these conditions and the obligations thereby imposed and will be jointly responsible with the group, company or body for compliance with the conditions and payment of all fees, charges or liabilities which are, or become, payable in respect of the agreement.
- iii. In the event of default by the group, company or body, the person will be personally responsible for the noncompliance and/or payment of such fees, charges and/or liabilities.
- iv. If the application is made personally, the person will be responsible for compliance with the conditions of payment of all fees, charges or liabilities which are or become payable in respect of the agreement. In these conditions, a reference to "person" or "persons" shall include persons, groups, companies or other bodies, whichever is appropriate
- f) 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.
- g) It is the responsibility of the hirer at its own expense to obtain any necessary approvals for the proposed use of the venue and to conform to all rules, regulations and conditions imposed and/or comply with all notices issued by any authority.
- h) The hirer must seek approval for signage/banners to be displayed at the site. It is to be obtained from the Section Manager, Community Infrastructure and will need to meet size and location requirements set down for the facility
- i) The Hirer acknowledges the appointment of the Manager, Community Partnerships & planning or it's representative to regulate the hiring and exercise the powers of Central Coast Council in respect thereof and will comply with and reasonable requirement of such person.

21. 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:
Date:

Staff Name:
Date: