



Break O'Day Council

Facilities Hire Agreement Form

Hirer Details

Hirer Name/Organisation: _____

Contact Person: _____

Postal Address: _____

Phone Number: (AH)_____ (W)_____ (M)_____

Email: _____

Hire Details

Facility Hired: _____

Hire Date (Start): _____ Time: _____

Hire Date (Finished): _____ Time: _____

(Please allow enough time to pack up and clean the venue hired)

Type of Event: _____

**Sporting Associations please attach training and match day rosters.*

Hours during which the event the event will be run: _____

Estimated number of people attending each day: _____

Advertising

Would you like Council to advertise your event on the Break O'Day Councils Website? YES / NO

Do you propose to erect any of the following temporary structures?

- | | |
|-------------------------------------|----------|
| • Temporary stage or platform | YES / NO |
| • Temporary bridge or tower | YES / NO |
| • Temporary mobile structure | YES / NO |
| • Poles e.g. art project | YES / NO |
| • Rostrum if platform is above 1 mt | YES / NO |
| • Light Towers | YES / NO |
| • Temporary seating/grandstand | YES / NO |
| • Signage | YES / NO |
| • Tents/Marquees | YES / NO |

PLEASE NOTE: If you are erecting temporary structures, you must provide Council with a site plan of the area indicating location of such structures and you must also outline the size of each one. Subject to size of structures an application for Temporary Occupancy Permit may be required as per the Building Act 2000.

Power

Do you require access to power facilities? YES / NO

If Yes please list devices? _____

**Please note a \$16.00 fee applies per day/per site*

Water & Amenities

Do you require access to water and amenities? YES / NO

Alcohol

Is it proposed that alcohol be consumed? YES / NO

**If yes approval must be obtained from Council*

Is it proposed that alcohol be sold? YES / NO

**If it is proposed to have alcohol for sale a Liquor Licence/Permit must be obtained from the Licensing Commission and approved by Council.*

Food

Is it proposed that food be prepared and or stored on site? YES / NO

**If yes please consult with Health section of Council*

Public Liability Insurance

It is vital that you have Public Liability

Do you or your organization have current public liability insurance? YES / NO

**A copy of your public liability documentation must be supplied with your agreement form.*

Public Event

Is the event open to the public and being publicly advertised? YES / NO

If yes, you will require a "Places of Assembly Licence". Please consult with the Health section of Council

Traffic Management

Are road closures required? YES / NO

If yes, please contact St Helens Police Station on 6376 1122 to obtain an application for Closure of Local Highway. Once your application has been obtained a copy of the approved Road Closure must be supplied with your Facilities Hire Agreement Form.

Council Notification

Daily Hire Fee: \$ _____

Non Waiverable Admin Fee: \$25.00 _____

Power Fee: \$ _____

Bond: \$ _____

**Please note that the bond is fully refundable if venue is left clean and undamaged*

Total Amount Due: \$ _____

The above mentioned amount must be paid 5 days prior to the hire date

Office Use Only

Payment Details

Date Paid: _____

Amount Paid: \$ _____

Receipt Number: _____

Signature: _____

Certificate's required

Food prepared and or stored? YES / NO
If yes refer to Health section

Does Council have a copy of the food licence? YES / NO

Liquor Licence Required: YES / NO

Does Council have a copy of the liquor licence? YES / NO

Does Council have a copy of the Public Liability? YES / NO

Has Council been provided with a Site Plan? YES / NO

Place of Assembly Licence required? YES / NO
If yes refer to Health section

Temporary Occupancy Permit required? YES / NO
If yes refer to Building Services

**If any of the above listed licences have not been provided to Council and are required the application will be held until information required to support the application is provided.*

Conditions of Hire:

1. The Council reserves the right not to accept the hire application or to cancel the booking at any time.
2. The hirer must pay the required fees and/or security deposit together with the signed sections of these conditions of hire to the Committee at least 7 days before the date of the function/event. Failure to do so will result in access to the facility being denied to the hirer.
3. A tentative booking shall be permitted subject to confirmation being given by the hirer to the Committee at least **14 days before the date of the function/event**.
4. Sub-letting of the facility is prohibited.
5. The hirer shall conform to and obey all reasonable directions given by the authorised person in regard to the use of the facility.
6. A police officer or authorised person shall have access to the facility at any time, notwithstanding any hiring.
7. Any hirer not complying with the provisions of these conditions or in any way misconduct themselves, may be removed from the facility by an authorised person or police officer.
8. Council takes no responsibility for the property of any hirer whilst at the facility.
9. Any motor vehicle driven or parked in the confines of the facility is entirely at the owners risk and no responsibility is accepted by the council for any theft or damage.
10. The hirer shall not write on, decorate, placard, cut, damage, or pierce with nails, screws or any other contrivances the floor, wall or any part of the facility without permission from the council.
11. The hirer shall be responsible for all damage caused to the facility during the period of hire and will be required to pay the costs of all repairs.
12. The hirer shall not bring into, be found in possession of, sell or consume intoxicating liquor in the facility without the necessary liquor permit and council approval.
13. The hirer shall enforce the following requirements within the building:
 - No alcohol unless permission is obtained from council, if alcohol is to be consumed a liquor license is required.
 - All doors are to be checked before leaving including fire exit doors.
 - No smoking in the building.
 - All electrical appliances are to be switched off before vacating the facility.
 - All electrical equipment including power leads/cords that are introduced into the venue by the Event Organiser/Hirer should have been inspected and tested by a competent person at least every 12 months (AS/NZS; WHS Reg & Work Safe Fact Sheet).

- No furniture is to be dragged across floors.
- No kind of tape is to be stuck to the floors.
- No loud noise or rowdiness is permitted.
- Conduct likely to cause damage is not permitted.

14. Non-Emergency Callout eg: activating Fire Alarms due to excessive steam/smoke, response callout fee will be at Hirers expense
15. There shall be no interference with furniture and equipment not belonging to the hirer and not forming part of the hire agreement.
16. All fittings and equipment are to be left as found and the facility is to be left in a clean and tidy condition. The council will provide a broom, mop and bucket for the use of the hirer. The provision of cleaning materials is the responsibility of the hirer. Cans & bottles are to be placed in the garbage bin provided.
17. All vehicles admitted to the property are to be driven and parked so that no damage is caused to the facility or the detriment of the public.
18. The hirer shall only access rooms and facilities hired.
19. Animals are expressly forbidden unless approved in writing by the Council.
20. Occupation of the facility by the hirer beyond the time booked will be charged at double the normal rate.

The Hirer must ensure users of the facility are familiar with the location of all emergency exits and equipment.

**The emergency number for Police, Ambulance and Fire Services is 000
Council's after hours emergency number is 0407 795 393**

Non-compliance with any of these conditions shall render the hirer liable to a penalty as determined by Council, to be deducted from the hirer's security deposit.

This section must be signed and returned to the Committee together with the required fees and/or security deposit at least 5 clear days before the function/event. Failure to do so will result in access to the facility being denied to the hirer.

I undertake that I will at all times in the future indemnify the council and their agents, servants and employees and keep them indemnified against all actions, liabilities, proceedings, claims & expenses in respect of any injury or damaged suffered by myself or any person present at my invitation or my knowledge, permission or authority arising out of or connected with my use of the facility. Without limiting the generality of this indemnity I accept that it includes breaches of duty by the occupier of the centre or any other duties imposed by law upon the council its agents, servants or employees in respect of the centre or the presence of my group at the facility.

Please find signature details across the page.

Name: _____
**Please print your full name*

Of: _____
**Please print full address*

Representing: _____
**Organisation is applicable*

As hirer of the: _____ on _____ acknowledge
**Facility Hired*
having read and accepted the conditions of hire.

Signed: _____

Date: _____

Security Deposit Form

I _____ Of _____
**Please print your full name* **Organisation Name if applicable*

have paid a security deposit of \$ _____ in cash / cheque / eftpos to the Break O'Day Council for
the hire of the _____ on _____
**Facility Hired* **Date*

Hirers Signature: _____

Hirers Name: _____

BODC Employee Signature: _____

BODC Employee Name: _____

How would you like your bond to be reimbursed back to you? CHEQUE/DIRECT DEPOSIT

Account holders name: _____

Bank Name: _____

BSB #: _____

Account #: _____

Hirers Signature: _____

Hirers Name: _____

Has the bond paid been entered into spreadsheet: YES / NO