TOWN HALL HIRE AGREEMENT

Locked Bag 5
YOUNG, NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

PLEASE READ ALL CONDITIONS CAREFULLY!

The form nominating a supervisor must be signed and the fees paid before:

- Ø A booking is confirmed;
- Ø Keys are issued; and
- Ø Any use of the Hall is permitted.

Bookings will be cancelled if these conditions have not been complied with before 5.00 pm on the day of the booking.

In accordance with the provision of the Theatres and Public Halls (General) Regulation, Council requires that when the Town Hall is open to the public, a nominated person must be in charge of the Town Hall.

The nominated person shall be responsible to ensure that the Regulations are not breached (some extracts are listed below), and in general ensure that no situation arises which would jeopardise the safety of the public.

Charge of Premises [55(1)]: The holder of the licence in respect of a theatre or public hall, or a person nominated by the holder in writing for the purpose shall:-

(a) Be in charge of and present in that theatre or public hall during the whole time it is open to the public; and

(b) Not be engaged during that time upon any duties which might prevent them from exercising general supervision of that theatre or public hall.

A written nomination referred to in Subclause (1) shall:-

(a) Be in or to the effect of a Form 9 (attached);
(b) Bear the signature of the nominee acknowledging such nomination; and
(c) Be available at the theatre or public hall for inspection by an authorised person.

Use of parts of the Theatre or Public Hall [57]: Except with the consent of the Minister, a part of a theatre or public hall shall not be used for a purpose other than that specified on the approved plans in respect of that theatre or public hall.

Obstruction of Aisles, etc [58(1)]: An aisle, exit area, crossover or court in a theatre or public hall and an exit from a theatre or public hall shall be maintained free from obstruction.

Availability of Exits [59]: All approved exit doors and gates from a theatre or public hall shall be available for exit during the whole time the theatre or public hall is open to the public.

Obstruction of Door or Gate Fittings, etc [60]: An approved fitting, or closing or locking device installed on an approved exit door or gate from the theatre or public hall shall be maintained in a serviceable condition and the operation of such fitting or closing or locking device shall not be obstructed at any time in such a way as to impede departure through that approved exit door or gate.

Please Note: The Grand Piano is NOT to be moved from the stage area without prior consent of Council.

NB: IT IS A CONDITION OF HIRE AND USE OF THE YOUNG TOWN HALL THAT NO PRE-RECORDED MUSIC OR THE LIKE IS TO BE PLAYED THROUGH THE AMPLIFYING SYSTEM OR SPEAKERS INSTALLED WITHIN THE TOWN HALL.

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TOWN HALL HIRE PROVISIONS

COUNCIL BUILDINGS ARE A SMOKE FREE ZONE

Chairs to be stacked at no greater than six (6) chairs high on the eastern and western sides of Hall area.
Also tables are to be flat packed in the same locations.

Town Hall floor area is to be cleaned of any refuse and spillages.

The stage area is to be maintained in a clean and tidy state with all wastes to be removed from the kitchen area and transferred to the car park waste bins.

Alcohol that has been brought onto the premises by adults is to be used in a responsible manner. Any alcohol sold on the premises shall be conducted as a licensed venue under NSW Liquor Act 2007.

Access to Fire Services contained within the building shall not be physically obstructed in anyway shape or form

IN CASE OF FIRE

The Essential Fire Services are now contained within the building (Emergency Lighting, Exit Signs, Fire Extinguishers and Hose Reels).

ANY DAMAGES, CLEANING OR GARBAGE REMOVAL THAT MAY ARISE FROM HIRE OF THE TOWN HALL MAY BE DEDUCTED FROM THE DEPOSIT BOND OR WITHHELD.

GENERAL MANAGER

TOWN HALL HIRE AGREEMENT

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Fee applicable $	Receipt No:	Date:
Damage Deposit $		
Total Fee $		

Applicant Name Insert name of Club (if the Club is an incorporated association) or insert name of Club's Representative (if the Club is an unincorporated association) or insert name of individuals as appropriate

Contact Person

Address

Telephone No **Email**

to have the use of: (Please tick required facilities)
- ¨ Performance/Town Hall, Boorowa Street, Young ("the **Facility**")
- ¨ Kitchen Facilities
- ¨ Grand Piano

for the purpose of: (insert the use or uses for which the applicant may use the facility)

On the following date(s):

At the following time(s): From: am/pm To: am/pm

(FOR MULTIPLE DATES & TIMES, PLEASE COMPLETE BACK PAGE OF THIS FORM)

Office Use Only
Fees Paid: Hire $..... D/Deposit $..... Receipt No: ..... Date: .....
Key Issued: # ..... Date: ..... Key Returned Date: .....
Damages/Cleaning Checked: ..... Damages/Cleaning Amount (if any): $.....
Deposit Refundable: $..... Creditors Refund Slip: ..... Date: .....

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1.1 The Applicant's Promises

The Applicant will:

1. Use the Facility at its own risk;
2. Pay the Fee as determined by the Council;
3. Regardless of any other provision of this Agreement, pay in addition to the fee the amount of any goods and services tax or similar value added tax imposed on any supply made to it under or in accordance with this Agreement;

4. Maintain a public liability insurance policy for at least $20 million in respect of any one incident with a respectable insurer and will give the Council evidence of that insurance (photocopy certificate of insurance currency and attach to application);

Note: At Council's discretion individual personal Applicants may be eligible for insurance coverage under Council's casual hirers insurance. If the Applicant is so covered, the requirements under clause 4 are met. SPORTING CLUBS, ASSOCIATIONS OF ANY KIND, INCORPORATED BODIES OR PROFIT MAKING/COMMERCIAL ACTIVITIES ARE NOT ELIGIBLE. THE HIRE OF SPORTING FIELDS IS EXCLUDED FROM CASUAL HIRERS COVERAGE.

5. Inspect the Facility prior to use to determine its fitness for use including a determination of it's state.

6. Not use the Facility if the Facility is unsafe and will promptly report this in writing to the Council;

7. Comply with Council's reasonable directions about the use of the Facility:-

   (a) Obstruction of Aisles, etc – An aisle, exit area, crossover or court in a public hall and an exit from a public hall shall be maintained free from obstruction.

   (b) Availability of Exits – All approved exit doors and gates from a theatre or public hall is open to the public.

   (c) Obstruction of Door or Gate Fittings, etc – An approved fitting, or closing or locking device installed on an approved exit door or gate from the theatre or public hall shall be maintained in a serviceable condition and the operation of such fitting or closing or locking device shall not be obstructed at any time in such a way as to impeded departure through that approved exit door or gate.

   (d) **The Grand Piano is NOT to be moved from the stage area without prior consent of Council.**

   (e) It is a condition of hire and use of the Young Town Hall that **NO** pre-recorded music or the like is to be played through the amplifying system or speakers installed within the Town Hall.

   (f) The hirer is responsible for the setting up and packing away of facilities/equipment used and for ensuring that facilities/equipment are left in a clean and tidy state. It is also the hirer's responsibility to remove all waste/rubbish/garbage generated by the

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function. If waste is not removed, Council (at its discretion) may charge a removal fee to be deducted from the refundable damage deposit.

8. Occupy and use the Facility at its own risk and releases the Council to the full extent permitted by law from all claims and demands resulting from any accident, damage, loss, death or injury occurring in the Facility except to the extent that any of those things are caused by Council's negligence;

9. Acknowledge that such occupation and Facility use is for activities as stated on the Agreement application form; and

10. Indemnify the Council against all damage or loss for which the Council may become liable because of any act, default or omission by the Applicant or any of its members or invitees under this Agreement or arising from any of the following which are caused or contributed to by the Applicant's use of the Facility or by any act or omission on the Applicant's part or any of its members, licensees, invitees or other persons claiming through or under the Applicant:

    (a) The negligent use, misuse, waste or abuse of the services to the Facility; or

    (b) Loss, damage or injury from any cause to property or person.

1.2 Termination of Agreement

Council may terminate this Agreement by giving the Applicant 14 days' notice in writing if the Applicant breaches any of its obligations in this Agreement and does not rectify such breach within a reasonable time of being required to do so by the Council.

1.3 Agreement

The Applicant acknowledges that this Agreement confers no legal interest in the Facility on the Applicant.

SIGNED by the Applicant / on behalf of the Applicant: [Delete if not applicable]

Signature	Print Name
Position Held [If applicable]	Date

PLEASE INDICATE ACCEPTANCE OF THESE TERMS BY SIGNING ABOVE

EVIDENCE OF THE INSURANCE POLICY UNDER CLAUSE 4 MUST BE LODGED WITH THIS APPLICATION

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Date	**Purpose** (Rehearsal, setting up,concert, meeting, party, etc)	**Start Time**	**Finish Time**	**Office Use** (Date/s entered in register)