MARIE McCORMICK COMMUNITY CENTRE 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:

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

Bookings will be cancelled if these conditions have not been complied with before 4.00 pm on the last working day prior to the booking.

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

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.

a. **No equipment may be moved from the stage area without prior consent of Council.**
b. **It is a condition of hire and use of the MMCCH that no pre-recorded music or the like is to be played through the amplifying system or speakers installed within the MMCCH.**
c. **Heating of the Facility; Heaters are operated via tokens. Tokens can be purchased from Young Community Transport Office (located within the Marie McCormick Centre) during office hours prior to your scheduled event.**

Seating capacity: 80[80 chairs & 10 tables] THE MMCCH IS AN ALCOHOL & SMOKE FREE ZONE

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1. All bookings and payments to be made at Young Shire Council's Customer Service Centre, Town Hall, Boorowa Street, Young, during office hours (8.30 am to 5.00 pm).

   Hire Agreement should be read, completed and returned to Council at least 5 working days prior to your scheduled event. No booking date is guaranteed until a completed booking agreement has been received by Council and entered into our booking system.

2. Payment for all hire must be made prior to use or collection of key.

3. Premises to be left in a clean and tidy condition, in particular, all crockery must be washed, dried and stored away and the kitchen area thoroughly cleaned.

4. Keys can be collected from Council's Customer Services Centre during office hours the day of the function and must be returned the next working day after the function.

5. All breakages and damages must be reported to Council.

6. A minimum fee of one (1) hour will be charged on all non-commercial bookings.

7. Hirers are responsible for setting up the MMCCH. All seats and tables must be packed away after use and not placed in front of exits.

8. All garbage to be removed from the MMCCH.

9. No amplified sound is permissible after 12 midnight.

10. Children must not be permitted to play in the stage curtains.

11. Access to Essential Fire Services contained within the building shall not be physically obstructed in any way, shape or form.

ANY DAMAGES AND CLEANING THAT MAY HAVE ARISEN FROM HIRE OF THE MMCCH MAY BE DEDUCTED FROM THE DEPOSIT BOND OR WITHHELD.

GENERAL MANAGER

MARIE McCORMICK COMMUNITY CENTRE HALL HIRE AGREEMENT

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Fee applicable $ Receipt No: Date:

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

Contact Number: Email:

to have the use of the Marie McCormick Community Centre Hall ("MMCCH"), 133 Main Street, Young ("the **Facility**") 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 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 underor in accordance with this Agreement;
4. **Maintain a public liability insurance policy**
   The hirer must arrange public liability insurance for not less than $20,000,000 for the duration of the hiring activity. Private insurance arrangements are to be organised if the hirer or third party:

   a. Is a sporting body, registered club, association, corporation or incorporated body;
   b. Is undertaking a commercial or profit-making activity.

   Individuals or community groups who are not undertaking the activities mentioned above, will be covered up to $20,000,000 by Council's Casual Hirers Public Liability Policy.

   Hirers should note that a two thousand dollar ($2,000) excess is applicable to Council's Casual Hirers Public Liability Policy. Where any claim for property damage or personal injury is made against this Policy, this excess of $2,000.00 is payable by the hirer.

   Hirer's employing professionals i.e. jumping castles, fairies, catering, disc jockeys and the like, should make enquiries to establish they also have adequate public liability cover in effect.

   Public Liability insurance must be in the same name as recorded on the booking. Should a hirer's public liability insurance expire during the term of hire, it is the hirer's responsibility to ensure continuity of cover for the entire hire period. A lapse of insurance constitutes a breach of the Terms and Conditions of Hire Community Venues. Council requires evidence of such public liability cover.
5. Inspect the Facility prior to use to determine its fitness for use including a determination of itsstate;
6. Not use the Facility if the Facility is unsafe and will promptly report this in writing to theCouncil;
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 anexit from a public hall shall be maintained free from obstruction.

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(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) **No equipment may be moved from the stage area without prior consent of Council.**

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

8. Occupy and use the Facility at its own risk and releases the Council to the full extent permittedby 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 Agreementapplication 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.

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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 theApplicant.

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, settingup, etc)	**Start Time**	**Finish Time**	**Office Use** (Date/s entered in register)