



CENTRAL DARLING SHIRE COUNCIL

VENUE HIRE AGREEMENT

Issued
July 2022
Next Review
January 2023

Central Darling Shire Council owns and manages facilities available for hire and use by community groups, commercial organisations, and individuals (private functions). Use of these venues requires written and approved agreement, together with a Risk Assessment.

Prior to completing this form, contact Council to check availability and/or make a booking for your preferred venue. This Application must be lodged with Council for approval at least 30 days prior to the event/activity intended start date.

Council Contact details are:

- (T) 08 8083 8900 during office hours
- (E) council@centraldarling.nsw.gov.au
- (W) www.centraldarling.nsw.gov.au

Send To: Central Darling Shire Council | PO Box 165 WILCANNIA NSW 2836 | centraldarling@centraldarling.nsw.gov.au

APPLICANT DETAILS

Organisation/ Hirer Name			
On behalf of	<input type="checkbox"/> Community Group	<input type="checkbox"/> Commercial Organisation	<input type="checkbox"/> Private Function
Hirer here-in make this application to hold Event/ Activity described below and declare I am over 18 years of age.			
Address			
Contact Person			
Email			
Phone Number		Mobile	

EVENT/ACTIVITY DETAILS

Event/Activity Name						
Event/Venue Location	<input type="checkbox"/> Ivanhoe	<input type="checkbox"/> Menindee	<input type="checkbox"/> Tilpa	<input type="checkbox"/> White Cliffs	<input type="checkbox"/> Wilcannia	
CDSC Venue Type	<input type="checkbox"/> Hall		<input type="checkbox"/> Sporting Complex/Oval			
	<input type="checkbox"/> Office/Room Hire		<input type="checkbox"/> Swimming Pool			
Hire Date(s)						
Event/Activity Time	Start		am/pm	Finish		am/pm
Set up/Pack up	Start		am/pm	Finish		am/pm
Estimated Attendance						
Event/Activity Brief Description						

EVENT/ACTIVITY DETAILS (CONTINUED)

		Yes	No	
Event/Activity Insurance attached?		<input type="checkbox"/>	<input type="checkbox"/>	The hirer MUST provide a copy of Public Liability Insurance Certificate of Currency for the minimum sum of \$20 million.
Will food and/or drink be supplied?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, [a temporary food premise licence is required. Visit www.foodauthority.nsw.gov.au for more information.]
Will alcohol be provided/sold?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, a "Limited Liquor License" is required, refer to www.liquorandgaming.nsw.gov.au *The Applicant must notify the NSW Police of any event having alcohol, eg 18 and 21 birthdays and follow police instructions.
Will power be required?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, safety issues must be considered. All power leads must be tested, tagged, and covered with approved safety pads to prevent damage by both pedestrian and motorised traffic.
Will amplified music and/or a public address system be used?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, hirer and Council will pre-agree equipment list supplied by Council and/or hirer. Post event Council property will be returned in the same condition as originally provided. For Council provided equipment, a further deposit may be required in addition to the Hall Hire Bond.
AMPs required?		<input type="checkbox"/>	<input type="checkbox"/>	
Erection of structures/signage?		<input type="checkbox"/>	<input type="checkbox"/>	
Type		<input type="checkbox"/>	<input type="checkbox"/>	If yes, the type of structure, size and location MUST be provided. Rectification costs for any damage caused by the event hirer to Council property, including broken/damage irrigation and drainage will be fully charged to the event hirer.
Size				
Location				
Will additional bins be required?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, how many?
Any additional requirements?		<input type="checkbox"/>	<input type="checkbox"/>	Details:
Multiple Organisations/Businesses participating in the same event/activity?		<input type="checkbox"/>	<input type="checkbox"/>	If yes, each participant must be listed below with copies of their respective Public Liability Insurance Certificate of Currency (minimum \$20 million); and any other applicable licenses attached to this application.

DECLARATION

I/We will be responsible for payment of the fees and charges for the hire of the facilities in accordance with Council's Standard Conditions of Hire (see attached), and confirm I/We have received, read, and understand said conditions and agree to convey them to members of our group.

Name (Print)		Position	
Signature		Date	

FOR OFFICE USE ONLY

APPLICATION RECEIVED BY OR ON BEHALF OF COUNCIL			
Name (Print)		Position	
Signature		Date	

COUNCIL AUTHORISATION					
	Yes	No		Yes	No
Inspections Officer/EHO Approval	<input type="checkbox"/>	<input type="checkbox"/>	Risk and Work Health Safety Officer Approval	<input type="checkbox"/>	<input type="checkbox"/>
Hire Agreement Approved	<input type="checkbox"/>	<input type="checkbox"/>	Risk Assessment Approved	<input type="checkbox"/>	<input type="checkbox"/>

PAYMENT DETAILS								
Payment Type	<input type="checkbox"/>	Eftpos/Card	<input type="checkbox"/>	Cheque	<input type="checkbox"/>	Cash	<input type="checkbox"/>	
	Yes	No		Yes	No		Yes	No
Hire Fee	\$	<input type="checkbox"/>	<input type="checkbox"/>	Tax Invoice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bond	\$	<input type="checkbox"/>	<input type="checkbox"/>					
Date of Payment				Receipt #				
Key Collected (Hirer Signature)				Date				
Key Returned (CDSC Signature)				Date				
Reserve/facility keys may be required from Council to access doors, gates, and electrical boxes.								

STANDARD CONDITIONS OF HIRE	
1.	<p>All hirers/users must abide by current NSW Health & LGA COVID regulations and:</p> <ul style="list-style-type: none"> Provide evidence that all hirers/users are fully Covid vaccinated via electronic or hard copy or a Covid-19 Medical Certificate. Wear face masks at all times (where applicable) Sanitize all areas of contact eg hands, equipment, etc. Practice 1.5m social distancing (where applicable)
2.	Hirers/users participating in sporting and recreational activities must be aware of any inherent risk associated with the activities and by participating are voluntarily accepting the risks involved in such activities.
3.	The Hirer must sign the agreement and comply with the conditions of hire and any additional special conditions that are determined by Council and listed on the approval letter
4.	<p>Applicable Fees:</p> <ul style="list-style-type: none"> The Venue Hire Bond/Deposit must be fully paid within 3 working days following Council's formal approval advice of the event/activity application Any outstanding balance of fees applicable must be fully paid at least 7 working days prior to the event start date. Council reserves the absolute right to cancel any approved venue bookings if the hirer fails to fully settle the applicable Bond/Deposit/Hire Fees within the noted timeframes. The Hirer must give a minimum 5 working days written notice of event cancellation. In lieu of non-compliance with any of the aforementioned instances, the hirer agrees to fully forfeit any fees previously paid by them, per the venue hire agreement, in favour of Council. Council will supply a tax invoice for all applicable fees charged.
5.	<p>To protect both the Hirer(s) and Council, the Hirer must have in place, prior to the event start date, all necessary PERMITS/LICENCES/INSURANCES for their intended activities:</p> <ul style="list-style-type: none"> The Hirer must be fully familiar with, and aware of, the Harm Minimisation and Responsible Service of Alcohol clauses covered by the Liquor Act 2007 and the Liquor Regulation 2008. <ul style="list-style-type: none"> Note: It is an offence for alcohol to be served to minors (people under 18 years of age) Refer to Office of the Liquor and Gambling Commissioner. In any instance before, during and/or after the event venue hire period, if alcohol is being sold on the venue premises to any event attendee/participant, the Hirer must have a current, approved limited liquor licence for their event in place. Any additional services or contractors engaged by the Hirer must have appropriate public liability insurance cover (minimum \$20 million) and a function licence as required. Council must be informed where any approved event requires additional services, entertainment etc at a Council facility and seek further approval from Council prior to engaging those services, entertainment etc. In accordance with any rules governing the activity, it is the hirer's responsibility to ensure that all event participants: <ul style="list-style-type: none"> Conduct the event activities in an appropriate and responsible manner Do not create a health or safety risk to themselves or other persons using or visiting the facility.

STANDARD CONDITIONS OF HIRE

6. Other:

- Council, together with the Hirer, will conduct pre-use and post-use inspections of the facilities, equipment and environment to ensure, and mutually agree, they are safety compliant for the Hirer's intended use of the facility.
- The Hirer agrees to use only that part of the facility nominated and approved by Council in the agreement form.
- Sub-rental by the Hirer is strictly prohibited and must not assign this agreement, or part with possession of the facility, under any circumstances.
- The Hirer must immediately report to Council any, and all:
 - Major/critical/serious incidents involving a person on Council property or using Council assets.
 - Unsafe facilities/grounds.
- Any Hirer owned/supplied:
 - Portable structure, and/or sporting equipment, must be used in strict accordance with manufacturer's instructions/guidelines and be approved for use by Council prior to those items being used.
 - Amusement devices must be used in strict accordance with the manufacturer's guidelines and also be approved for use by Council and Safework NSW prior to operation.
 - Electrical equipment that they bring to the facility must be appropriately tagged by an industry certified person to comply with all WHS requirements.
- Casual hire is normally a family party or private function, and hirers cannot use the facility for more than a total of ten (10) days over any twelve (12) month period. (Casual hire excludes commercial / income producing Hirers, incorporated bodies, sporting clubs or associations of any kind).
- All Hirers/Users:
 - Must maintain a public liability insurance policy (minimum \$20 million) against all actions, costs, claims, damages, charges, and expenses whatsoever which may be brought or made or claimed against the Hirer in relation to the activity.
 - That have employees engaged in activities at the facility must provide a copy of their Workers Compensation Policy.
 - That engage the use of volunteers must have volunteer insurance.
 - Must provide written evidence of all applicable, current insurances to Council prior to any use of the facility.
- The Hirer shall absolutely indemnify Council against all claims (if not otherwise covered by insurance) arising from the actions of the hirer of the facility by any person, club or organisation and arising because of any breach of this agreement by the Hirer/User.
- No changes, renovations and/or additions of any type are permitted to be made by the Hirer to Council facilities.
- NO ADDITIONAL KEYS CAN BE CUT BY THE HIRER. The Hirer, or nominated person, must collect the key(s) and sign out/in the required key(s) during weekday office hours 9:00am – 5:00pm at the respective Council office, or as otherwise agreed. An additional bond/deposit may be levied for any venue keys issued to the Hirer at Council's sole discretion. Where applicable, that key bond/deposit will be fully forfeited in favour of the Council if the issued keys are lost, or damaged beyond their normal usage purpose, by the hirer, and/or any event participants/attendees.
- All music played must be strictly kept to a level that avoids disruption to any adjoining residential areas, in accordance with Police instructions and commonly accepted Community standards.
- The facility must be fully vacated by the finish time listed for the event.
- The Hirer will be held fully responsible for the condition and cleanliness of the facility and return it to Council post-event in the same, mutually agreed pre-event state. Council reserves the absolute right to use the Hirer's Bond/Deposit, in any instance whereby the Hirer fails post-event, to leave the facility in that same pre-event state, to pay for any cost incurred to make good the facility, plus on-charge to the Hirer any fees incurred in excess of the Bond/Deposit value.
- Council is not liable for any damage or loss of equipment brought to, and/or left on the premises, by the Hirer.
- The Hirer must obtain Council's pre-approval for the erection of any signage within or outside the facility.
- Smoking is NOT allowed in ANY Council building or in the vicinity of any open door or windows that allows exposure to passive smoking.
- When leaving the facility for any reason which renders it vacant, the Hirer must always ensure on exit that any entry/exit points to the facility are fully secured.
- Council may refuse any booking or to cancel a booking without providing any reason to the Hirer and shall in no way be liable for any loss or damage suffered by the Hirer as a consequence of that cancellation.
- Relevant safety checklists forms provided by Council must be completed and returned to the council by the Hirer prior to using the facility.
- The Venue Hiring Fees Schedule is listed on Council's website per the Fees and Charges list.
- Only written requests for any waiving or reduction of any listed fees will be duly considered by Council.

END OF DOCUMENT