

(SD-FO-226) HIRE OF SENIOR CITIZENS' RECREATIONAL & COMMUNITY CENTRE

APPLICATION & AGREEMENT

Applicant's Name: _____

Applicant's Address: _____

Town: _____ Post Code: _____

Phone: _____ Fax: _____ Mobile: _____

Date(s) of Function: ____ / ____ / ____ Time: ____ No. of Persons attending function: ____

Purpose of Hire: Private Party ☐ 18th/21st Birthday ☐ Other ☐

Rooms and Equipment required (please tick)

Hall ☐ Kitchen ☐ Hall / Kitchen ☐ BBQ (extra fee) ☐

Tables & Chairs ☐ Cutlery ☐ Crockery/Glasses ☐ Urn ☐

GUARANTOR FOR 18TH or 21ST BIRTHDAY

I, _____ of _____
(Print Full Name) (Address)

Agree to act as guarantor for this booking Relationship to Hirer: _____

Signature: _____ Phone No: (H) _____ Mobile: _____

REQUIREMENTS UPON BOOKING

All fees are as per Council's Revenue Policy

Application and Agreement Form (SD-FO-226) to be completed.

All applicable fees (including bond & hire fee) to be paid thirty (30) days prior to the function.

For bookings made within thirty (30) days of the function, all fees to be paid upon booking.

Bookings will not be confirmed until payment is made.

CANCELLATION POLICY

If cancelled **within fourteen (14) days** of the function, the bond and 50% of hire fee will be returned.

If cancelled **less than fourteen (14) days** of the event, the bond **only** will be refunded.

I, the Hirer agree to be bound by and shall observe, perform, and fulfil the Terms and Conditions of Hiring and shall promptly and punctually pay to the Griffith City Council all monies, which may be now or hereafter become payable in respect to the hiring, in accordance with the Terms and Conditions of Hiring.

Applicant/Hirer Signature _____ Date: ____ / ____ / ____

Hire Fee **82** _____ Date Paid: ____ / ____ / ____ Receipt No _____

Bond Fee **132** _____ Date Paid: ____ / ____ / ____ Receipt No _____

Cheque for Refund of Bond to be made Payable to: Name: _____ Post: ☐ Collect: ☐

Address: _____

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CONDITIONS OF HIRE (CONDENSED)

PLEASE NOTE:

This document is to read in conjunction with the "Conditions of Hire" document.

1. HOURS OF HIRE

Access to the Hall is permitted from _____ am / pm

Access to the Kitchen is permitted from _____ am / pm

The Centre to be vacated and left in a clean and tidy condition by **9.00 am the following day**.

PLEASE NOTE: For Saturday bookings the Centre is to be vacated and left in a clean and tidy condition by 6:00 am Sunday morning.

2. PAYMENT

Bond \$_____ to be paid within thirty (30) days of function.

Hire Fee \$_____ to be paid within thirty (30) days of function.

3. BOND

The bond as set in Council's Revenue Policy, as a guarantee of fulfilment of these conditions, and as security against damage to the Centre and/or fittings or furniture contained therein, and for any abnormal cleaning of the Centre used by the Hirer.

In the event of an 18th or 21st Birthday/Function a responsible adult must agree to act as guarantor. The guarantor will act as security against damage to the Centre and/or fittings or furniture contained therein, and for any abnormal cleaning of the Centre.

4. BOND REFUND

Subject to the Hall and Kitchen being left in a clean and tidy state, bond money or part there-of will be refunded by cheque either posted or collected from Council's Customer Service, Ground Floor, 1 Benerembah St.

5. DECORATIONS

No confetti.

All decorations are to be removed.

No tape is to be fixed to the paint work.

Note: Hooks are in place around cornices and in the centre of the ceiling for the purposes of hanging decorations.

6. INSURANCE

The responsibility is with the Hirer. Council may ask for a copy of your Public Liability Insurance.

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7. **BEER KEGS**

Beer kegs are to be placed on beer mats which are provided in the store room.

8. **KEYS**

The key to the Centre can be collected from the Council's Customer Service Counter, 1 Benerembah St one (1) day prior to the hire and returned the next business day.

9. **PARQUETRY FLOORING**

All care must be taken to prevent damage to the flooring. The floor must be swept and mopped after use.

10. **USE OF CROCKERY, CUTLERY, URN**

If these items are used they must be returned to their rightful place in the kitchen. Excessive damage, breakages or losses will be recovered out of the bond money.

11. **TABLES**

At the completion of hire please ensure that **four (4) tables and appropriate numbers of chairs**, for use by Senior Citizens are put in place along **the western wall** of the hall (**ie the full brick wall without any windows**).

12. **GARBAGE**

The garbage is to be placed in plastic bags and placed in the sulo bin located outside the building. All excess rubbish which does not fit into the bin is to be taken away by the hirer.

13. **CLEANING**

- (a) **FLOORS:** to be swept, and mopped (if necessary).
- (b) **TOILETS:** to be cleaned, and mopped (if necessary).
- (c) **BENCHES:** to be cleared and wiped down.
- (d) **STOVE:** to be cleaned if used.

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CONDITIONS OF HIRE

1 - DEFINITIONS

In these conditions, unless inconsistent with the text or the subject matter, the following definitions shall apply:-

“**Centre**” shall mean the Senior Citizens' Recreational & Community Centre.

“**Council**” shall mean the Griffith City Council.

“**General Manager**” shall have the meaning ascribed in the Local Government Act, 1993.

2 - APPLICATION

- (a) Application for the use of the Centre shall be made to Council's Customer Service , 1 Benerembah St upon the form supplied, shall be signed by the applicant, shall state the purpose for the hours during which the Centre is required and shall contain the applicant's undertaking to comply with these conditions, and;
- (b) Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such application.

3 - CONFIRMATION OF BOOKINGS

A booking shall only be confirmed upon the completion of an Application & Agreement for Hire form and payment of the prescribed fees.

4 - HIRE FEES

Fees for the hire of the Centre shall be as set in Council's Revenue Policy.

The prescribed hire fee and any bond is to be paid to the cashier at Griffith City Council at least thirty (30) days prior to the function.

If the booking is made within thirty (30) days of the function all fees must be paid upon booking.

5 – VARIATION IN FEES & CHARGES

Council reserves the right to vary the fees and charges, as set out in Council's Revenue Policy at any time without notice.

6 – SECURITY DAMAGES BOND

The bond as set in Council's Revenue Policy, shall be paid within thirty (30) days of the event as a guarantee of fulfilment of these conditions, and as security against damage to the Centre and/or fittings or furniture contained therein, and for any abnormal cleaning of the portion of the Centre used by the hirer. The hirer shall be liable on demand by the General Manager to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. Should the conditions of hiring not be fulfilled by the hirer, the bond shall be forfeited to and become the property of Council as liquidated damage.

In the event of an 18th or 21st Birthday/Function a responsible adult must agree to act as guarantor. The guarantor will act as security against damage to the Centre and/or fittings or furniture contained therein, and for any abnormal cleaning of the Centre.

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7 – BOND REFUND

Subject to the Hall and Kitchen being left in a clean and tidy state, bond money or part there-of will be refunded by cheque, either posted or collected from Council's Customer Service Counter, 1 Benerembah St.

8 – METHOD OF PAYMENT

All fees, bonds and other charges shall be paid by cash, cheque, EFTPOS or credit card.

9 – CANCELLATION OF BOOKING DATES

- (a) All cancellations shall be advised to Council in writing.
- (b) Where the cancellation is made within fourteen (14) days, the bond and 50% of the hire fee is refundable.
- (c) Where the cancellation is made less than fourteen (14) days of the booked date, the bond only is refundable.
- (d) The Manager Executive Services or the Governance Coordinator shall determine the case for refund monies when cancellation is due to circumstances beyond the control of the hirer.

10 – ALTERATION AND TRANSFER OF BOOKING DATES

No alteration or transfer may be made to a confirmed booking date without forfeiture of the hire fee which applies to that date, whether it be for a single booking, a multiple booking, or part thereof.

Exception

If, in the opinion of the Manager Executive Services or the Governance Coordinator, Council has not suffered the loss of an alternative booking for such previously confirmed date, the respective security bond may be transferred to new booking date.

11 – LIMIT OF HIRING

The hirer shall only be entitled to the use of the particular part or parts of the Centre hired, and shall vacate same punctually at the time specified. The Council reserves the right to let any other portion of the Centre for any purpose at the same time.

12 – FREE ACCESS

The General Manager, the Manager Executive Services or the Governance Coordinator and any officer or officers of the Council whom the General Manager may appoint, shall at all times and notwithstanding any hiring, be entitled to free access to any and every part of the Centre.

13 – SUB-LETTING

No portion of the Centre shall be sub-let or any tenancy transferred or assigned without the written consent of the General Manager.

14 – REFUSAL TO LET

It shall be at the discretion of the Council to refuse to let the Centre in any case and notwithstanding that the Council may have agreed to the letting of the Centre or that these conditions may have been accepted and signed and the hire fee and/or security bond the Council shall have the full power, if it sees fit, to cancel such letting and direct the return of the hire fee and/or bond so paid, and the hirer hereby agrees to accept the same and be held to have consented to such cancellation and to have no claim at law or inequity for any loss or damage in consequence thereof.

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15 – DECORATIONS

NO confetti is to be used within the property. Hooks are in place around cornices and in the centre of the ceiling for the purposes of hanging decorations, and ALL decorations are to be removed. **NO** tape is to be fixed to the paint work

16 – DAMAGE

- (a) The floors, walls, doors, windows or any other part of the Centre or any curtains, fittings or furniture, including tables, chairs, crockery, cutlery, urns etc shall not be broken, pierced by any nails or screws or any such matter, or in any other way damaged. The hirer shall be responsible for making good any damage.
- (b) If the hirer fails, neglects or refuses to make good or repair any damage for which he/she is responsible under these Hire Conditions, the Council may make good and repair any damages. The Hirer shall pay the Council upon demand, all sums of money reasonably incurred by the Council in so doing.

17 – PRESERVATION OF PARQUETRY FLOOR

The hirer shall ensure that the movement of tables and chairs or other equipment shall not cause damage to the parquetry floor.

The hirer may be liable for the cost of repairs to the parquetry floor.

18 – CLEANLINESS

All areas of the Centre, including the kitchen and toilets, are to be left in a clean and tidy state to the satisfaction of the Manager Executive Services or the Governance Coordinator. If the hirer refuses, fails or neglects to leave the premises in a satisfactory condition or desires the cleaning to be the responsibility of the Council, a private contractor shall be hired and any charge imposed shall be paid by the hirer.

19 – SMOKE FREE ZONE

The Senior Citizens' Recreational & Community Centre is A Smoke Free Zone. Smoking is prohibited within the Centre and within 10 metres of the building.

20 – THEFT

Neither the Council nor its servants will be liable for any loss or damage sustained by the hirer or any persons, firms or corporations entrusting to or supplying any article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

21 – INSURANCE

The hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Council's insurance policy or policies relative to the fire and public risk in connection with the building and the hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act or commission or omission.

Council may ask for a copy of your Public Liability Insurance.

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22 – INDEMNITY

The hirer shall, at all times, indemnify and keep indemnified, the Council against all claims, actions, proceedings and demands made by or on behalf of any person entering upon the hirer's premises for the purpose or in connection with hirer's business, activities in relation to the hire, or at the invitation or licence of the hirer, whether such are in respect of personal injuries or damage to property and howsoever arising whether due to the negligence or any act or omission of the Council, its servants or agents or otherwise and the signed Application & Agreement for Hire, shall be deemed to be sufficient acknowledgment by the hirer of the agreement to so indemnify the Council.

23 – LIABILITY

The Council shall not be responsible for or incur any liability in respect of any loss occasioned to the hirer through accident of any kind.

24 – DISPUTES

In the event of any disputes or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision the General Manager thereon shall be final and conclusive.

25 – NOISE

The noise level from the nearest affected residence is not to exceed the background noise level between midnight and 1.00 am and is to be no greater than 5dB(A) above the background level at any other time.

The hirer shall comply with any reasonable order or direction of a Council officer or Police officer given pursuant powers under the Protection of the Environment Operations Act 1997.

26 – LIQUOR

Liquor may be consumed within the confines of the building. Beer kegs, serving table and other associated items must be placed upon the protective mat provided.

27 – COMPLIANCE WITH FIRE REGULATIONS

The hirer shall comply with all directions given by any competent authority including the Chief Officer of the Fire Brigade and any person holding a like appointment in any way relating to the conduct of the venue and shall comply with all rules, regulations and directions with regard to fire precautions.

28 – REMOVAL OF PROPERTY

The Council may give notice in writing to the hirer of any goods or chattels or effects left in the Centre at the termination of the period of hiring. Such notice shall be posted to the hirer at the address given by him in the Application and Agreement for Hire.

If, upon the expiry of ten (10) days immediately following the date of posting of such notice the hirer has not removed the goods, or chattels or effects specified in the notice, the Council shall be at liberty to dispose of any such goods, chattels and effects in any manner it chooses and upon the happening of such an event, the hirer shall expressly release the Council, its servants or agents from all liability therefrom.

29 – HIRE SUBJECT TO CONDITIONS

Any engagement of any kind of the hall or rooms accessory thereto, shall be subject to these conditions, and the hirer shall be deemed to be aware of all such conditions.

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30 – CONTROL OF HALL

The general administration and control of the hall shall be vested in the General Manager and Manager Executive Services or the Governance Coordinator who shall exercise absolute discretionary powers for the hiring, good order and control of such premises.

31 – BREACHES

Any person committing a breach of one or more of the conditions may be expelled from the Hall.

32 – HIRER ENTRY

The key to the Centre can be collected from Council's Customer Service, 1 Benerembah St one (1) day prior to the hire and returned the next business day following the hire.

33 – INGRESS AND EGRESS

The hirer shall maintain clear and useable without hindrance, all exits and entrances provided in the Hall.

34 – HIRER EXIT

The hirer will be required to have left the Hall in a clean and tidy condition by 9.00 am. on the morning after hire of the hall.

PLEASE NOTE: For Saturday bookings the Centre is to be vacated and left in a clean and tidy condition by **6:00 am Sunday**.

35 – CLOSE OF THE FUNCTION

When the Centre is hired for a social function such as a Wedding Reception, Birthday Party or a Celebration/Party (of any kind), the function shall **cease** at 1.00 am.

Council may require a responsible adult or the engagement of a security personnel (where nominated) to be present to close the function. The cost of any security personnel shall be borne by the hirer.

36 – PRIORITY OF BOOKING

The priorities of use for the Hall is with Senior Citizens and Community User Groups. Council shall **not** accept any bookings for a private function, if the booking clashes with a Regular User Group booking unless otherwise agreed to by the Regular User Group.

37 – TABLES

At the completion of hire please ensure that **four (4) tables and appropriate numbers of chairs**, for use by Senior Citizens are put in place along **the western wall** of the hall (**ie the full brick wall without any windows**).

Amended July 2015

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