

## TERMS AND CONDITIONS OF HIRE – SHOW GROUND AND/OR COMMUNITY HALL

1. Use of any Armidale Regional Council (Guyra) facility is restricted to those individuals or organisations (“hirer/s”) who have been approved and allocated use of such facility and where the designated hire fee or charges have been paid.
2. Hirers will accept responsibility and agree to pay for the full cost of any repair for damage or breakage to any part of the building, fittings or other property of the Council caused during the period of hire.
3. Council must be notified, in writing, of any changes to a hirer’s application within seven days before the beginning of the hiring period. Hirers will be liable for payment of associated charges, unless Council has received a minimum of seven days notification that a facility allocation is no longer required.
4. No hirer may sublet nor delegate use of a facility or amenities to another user, without the prior approval of Council.
5. Hirers will not permit any alterations/amendment/addition to any facility to be carried out without written permission from Council.
6. Hirers agree to immediately report to the caretaker (phone 0439 578 332) or Council number 1300 136 833 any concerns they have that might impact on the safety of any persons in and around these facilities.
7. Hirers must leave the areas (facility) booked in a clean and tidy condition; including, but not limited to, the following specific rules:
  - a. *Remove all props, public address systems, rubbish, decorations, etc. (except any property of the Council) the morning following the hiring;*
  - b. *All tables and chairs are to be returned to the positions in which they were located prior to the hiring;*
  - c. *All heaters, lights, and electrical applications, etc., must be switched off and all doors locked at the conclusion of the function;*
  - d. *Any person taking part in indoor sports must wear approved footwear with white rubber soles;*
  - e. *No nails or drawing pins, etc., are to be driven into wall or floor surfaces;*
  - f. *Adhesive tape is not to be used on any painted surfaces.*
8. Hirers agree to remove all waste (including but not limited to; food scraps, empty drink containers, bottles and cans) from the facility and place them in the appropriate bins provided for that purpose. Where quantities of rubbish exceed the capacity of the bins provided it shall be the responsibility of the hirer to make necessary arrangements for the disposal of all waste from the facility.
9. Hirers agree to sweep and clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet facility in or adjacent to the facility in a clean and sanitary condition. Mops and cleaning products are provided and are located in the cleaner’s storeroom between the toilets in the main hall.
10. Hirers are responsible for the satisfactory conduct of all persons occupying any building/area during the period of hire.
11. No vehicles are permitted to enter the grounds beyond the established car parks subject to Council approval.
12. Hirers must obtain approval from Council prior to conducting any event other than that specified in the ‘Application to Hire and Hiring Agreement’
13. Hirers must obtain all necessary permits for activities including, but not limited to, liquor licence, fireworks permit or entertainment licence, in addition to approvals that may be required by Council. Please refer to

the Liquor & Gaming NSW page: <https://www.liquorandgaming.nsw.gov.au/operating-a-business/liquor-licences/liquor-licence-types> and in particular, the “Liquor Licence Types” section.

Directives in the “Serving alcohol responsibly” <https://www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly>, “Under aged drinking” and “Law and Policy” sections must be strictly adhered to.

Examples of types of Licences include Limited licences for Single or Multiple functions, for non-profit organisations, such as an amateur sports club or community group or charity, that want to sell alcohol at functions.

If alcohol is to be consumed but not sold, Council requires the hirer to comply with Responsible Serving of Alcohol and Liquor and Gaming NSW guidelines.

If alcohol is to be consumed, either sold or given away, all persons serving alcohol must hold a current Competency Card for Responsible Service of Alcohol.

This person must submit a copy of their qualification certificate with the application form.

The Hirer must supply Security Guards holding current security licences, under a master security licence. Evidence of these Licences is to be produced prior to the use of the facility.

Local Police are to be notified of public gatherings where alcohol is being consumed.

14. Hirers agree to pay costs, as per Council’s Fees and Charges.
15. The hirer is responsible for the safekeeping of ALL keys issued. Under no circumstances are copies to be made of keys. Keys are to be returned to the issuer at 158 Bradley Street, Guyra on the next working day of the completion of the hire.
16. The hirer must turn off all floodlights and vacate the grounds by 12am, without causing disturbance to surrounding residents. Should a facility be required beyond these hours, permission must be requested from the Council in writing.
17. The hirer will report all injuries resulting from activities to Council within 24 hours where reasonably practical.
18. The hirer must ensure a first aid kit is available on the premises during the time of hire and is compliant with current First Aid requirements of the NSW WHS Regulation 2001.
19. All Council buildings are designated SMOKE FREE. Smoking is not permitted in any building or below Council building rooflines under any circumstances. Failure to ensure compliance with this clause may result in forfeiture of hiring rights for any future event or season. Smokers must be 15 meters away from any building.
20. **Should the facility not be left in a proper manner by 9:00am the morning following the use of the grounds, Council may seek to recover cleaning costs.**
21. **The hirer shall have and keep current a public liability insurance policy in force for the duration of both the competition season and use agreement. This policy shall be for no less than \$10,000,000 (under which the Council is jointly indemnified)**
  - a. The policy shall provide cover to the hirer for any act or omission or negligence, which may cause loss, death, injury or damage to any person, equipment, personal items that can be directly attributed to the use of the grounds in accordance with the terms and conditions of this agreement.
  - b. Liability shall be reduced proportionally to the extent that the act omission or negligence of the Council, its employees or agents may have contributed to the loss, damage, death or injury.
22. **The hirer will be liable for Council’s property insurance current excess or the repair cost, should any damage occur to the facility whichever is the lesser.**
23. **The hirer accepts full and complete responsibility:**
  - a. For any loss of or damage to any personal property (including money, jewellery & credit cards);
  - b. For property on hire or loan;

- c. For any contents stored at the facility, prior to, during and after time of hire.

**24. The hirer agrees that should the hirer breach any of the terms set out in the Terms and Conditions of Use:**

- a. That delegated Council staff shall be entitled to bring the agreement to an end and to require the immediate vacating of the facility by persons using it. If such circumstances occur the Council shall not be liable to make good any loss or damage suffered by the termination, or pay any compensation because of the termination.
- b. Council shall be entitled to recover from the hirer the cost of remedying or rectifying any breach of this agreement including legal and court costs or such recovery.

**25. Definitions and Variations:**

- a. No amendment or variation of these terms is valid unless in writing and signed by both parties;
- b. In this agreement "Facility" is defined as buildings, ovals, canteen, amenities & other areas designated for use of the hirer by Council.
- c. "Council" is defined as the Armidale Regional Council.
- d. Hirer shall mean the person, organisation, company, club or other body to which the use of the facility is granted.

**26. Council Indemnity**

Commercial hirers agree to take out and keep current during the period of hire a public liability insurance policy in a form approved by Council in the name of the hirer insuring, for a minimum sum of ten million dollars (or more), the hirer against all actions, costs, claims charges, expenses and damages whatsoever which may be brought or made or claimed against the hirer arising out of or in relation the authority granted.

The public liability insurance policy shall also cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover **the Council** in respect to claims for personal injury or property damage arising out of the negligence of **the hirer**.

The hirer agrees to indemnify and keep indemnified and to hold harmless **the Council**, it's servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the authority to use granted by **the Council** and be directly related to the negligent acts, errors or omission of **the Indemnifier**.

**27. Privacy and Personal Information Protection Notice (S.10 PPIP Act 1998)**

Your information will be stored and used by Armidale Regional Council only for the purposes of liaising with you regarding your intended use of Council's facilities. The provision of information is voluntary; however failure to provide requested details may result in your application to use Council facilities declined.