

EMPIRE BAY PROGRESS ASSOC. INC. (EBPA)

CONDITIONS FOR USE OF HALL (NOV 2018)

1. GENERAL TERMS OF USE BY HIRER

- i. The Hall can only be used for the purpose stated on this application form.
- ii. The Hirer cannot sub-let the Hall.
- iii. The Hirer is responsible for the conduct and behaviour of all persons attending their function. This includes both inside and outside of the Hall.
- iv. All persons entering Empire Bay Progress Association property do so at their own risk.
- v. The Hirer is responsible for familiarising themselves with the Evacuation Plan on display at the Hall including the location of emergency exit doors, before commencing any activities.
- vi. Emergency exits to remain clear at all times.
- vii. No fire, including the use of smoke machines, fire performances and ceremonies, with the exception of birthday candles are permitted within the Hall or surrounding grounds at any time. Current Fire Brigade fees are approximately \$1300.00 per call out and will be payable by the Hirer along with any other costs.
- viii. To avoid permanent damage to the Hall all decorations are limited to the tables and not attached to walls, ceilings, air-conditioning or windows. If you do have wall decorations please fix to the wall with anything that will not mark, scratch or damage the surface in any way. Any damage will be paid for by the Hirer.
- ix. EBPA does not insure any goods or equipment that is brought into the Hall or left in the Hall by the Hirer or their invitees. EBPA will not compensate the Hirer for any losses of any goods or equipment or consequential losses arising out of the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their own equipment and goods.
- x. The Hirer assumes responsibility and liability for the safety and compliance of all equipment supplied by the Hirer, their contractors, or their guests.
- xi. Abuse of the conditions of hire will lead to cancellation of rights to book the Hall in the future.
- xii. Complaints related to noise and/or anti-social behaviour will be referred to the Police at the time of receipt of complaint. If Police are called the hire of the Hall may be immediately terminated (at the sole discretion of the EBPA or appointed officer) and the Hall is to be vacated. Hiring fee and security deposit will be non-refundable.
- xiii. For safety reasons, a maximum of 70 people is allowed in the Hall. Under any circumstances this maximum number cannot be exceeded.
- xiv. Bookings are not accepted for 16-25 year-old parties or functions.
- xv. Access to the facility is only available for the booking time and set up and clean-up is to be included in this time. If bookings times are not adhered to penalty fees will be charged at the applicable hourly rate. Notify EBPA If extra time is required for preparation purposes.
- xvi. EBPA at its sole discretion may refuse to accept a booking for a Hall or to cancel a booking that has already been made and refund the hiring fees. If this action is taken EBPA will not be liable for any loss or damage.

2. PUBLIC LIABILITY

- I. All Registered or Incorporated organisations/businesses hiring the Hall are to provide a copy of their Certificate of Insurance for Public Liability. Coverage of \$20million is required.
- II. All casual hirers need to provide evidence of their Personal Liability Insurance, which is often covered by their Home Contents Insurance. Please check with your Insurer that you are adequately covered.
- III. In the case of any claim against the EBPA's Public Liability insurance, the Hirer will pay any excess applicable to the claim.

3. NOISE

- i. The level of noise cannot inconvenience surrounding residents.
- ii. The Protection of the Environment Operations Act 1997 advises the time restrictions when noise should not be heard in a habitable room in a neighbour's residence. For specific times please refer to -
<http://www.epa.nsw.gov.au/noise/neighbourhoodnoise.htm>

4. JUMPING CASTLES/OTHER AMUSEMENTS /APPLIANCES

- i. If a jumping castle or other amusement is being considered the Hirer is to provide EBPA with a copy of the amusement Hirer's Certificate of Currency for Public Liability at least 14 days prior to the function by email empirebayprogress@gmail.com or mailed to Hall Hire, Empire Bay Progress Association, PO Box 5018 Empire Bay NSW 2257.
- ii. EBPA will not accept any liability in regard to the use of a jumping castle.
- iii. No water slides are permitted to avoid flooding or damages to the grounds.
- iv. All equipment to be removed at the end of the agreed hire period for that day.
- v. Access to power is in outside toilet.

5. FURNITURE AND BBQ HIRE

- i. Tables and chairs from inside the Hall are not permitted outside under any circumstances.
- ii. Outside tables and chairs are available for hire (refer to fees and charges).
- iii. Two BBQ's are available for hire (refer to fees and charges).

6. CLEANING

- i. Please consider time required to set up, tidy and clean the Hall when choosing your hire period as Hirers will not be permitted to remain in the Hall after the finish time specified in the Agreement.
- ii. All cleaning equipment is supplied by EBPA.
- iii. Wash and wipe all crockery, glasses, pots, etc and place in designated cupboard.
- iv. Clean toilet and bathroom.
- v. All the tables and chairs to be cleaned before you pack them away neatly.
- vi. Oven to be wiped clean and any crumbs and leftover food is to be removed
- vii. If using BBQ clean after use.
- viii. The kitchen, bathroom and Hall floors needs to be swept and spills mopped up.
- ix. Ensure all waste is placed in the appropriate recycled bins provided.
- x. All waste and recycle bins in the Hall and both inside and outside toilet areas are to be emptied and their contents placed in the appropriate outside Red General Waste Bins and the Yellow Recycle Bins.
- xi. New bin liners are to be replaced in all bins that have been used.
- xii. Failure to clean the Hall will result in a cleaning fee charged to the Hirer at \$60 per hour.**

7. SMOKING

Smoking is not permitted in the EBPA Hall or within surrounding grounds.

8. ALCOHOL

The consumption of alcohol in the Hall is permitted subject to the Hirer complying with the requirements of the Liquor Licensing Act 1997. Alcohol must not be consumed outside of the Hall or its enclosed outdoor area. Sale of liquor at the Facility is not permitted. Anyone under 18 in attendance at the event, it is against the law for them to drink alcohol. Under no circumstances will the Empire Bay Progress Association, its committee and members tolerate any breach of the Liquor Licensing Act. The hirer will be held legally responsible for any offences or damages carried out at the Hall as a result.

9. ACCESS TO FACILITY

- i. Keys will be provided by EBPA Hall Manager who will meet the Hirer at the Hall at the time and day of booking.

10. LEAVING THE FACILITY

- i. Ensure windows and all doors are locked, turn off all the lights and electrical appliances including instantaneous hot water system in kitchen and air-conditioner.
- ii. Front door key to be given to EBPA Hall Manager at the end of the event who will inspect the Hall for any damages or if extra cleaning is required.

11. FEES AND CHARGES

- i. Hiring fee per hour - \$35 (minimum 3 hours hire)
- ii. Hiring fee per half hour - \$20
- iii. Outside table and chairs - total hire fee of \$20
- iv. BBQs - total hire fee \$20 per BBQ
- v. Access to power for Jumping Castle – utility fee \$20
- vi. Security deposit - \$300

12. BOOKING CONFIRMATION

- I. Within 7 days of confirming your booking the agreed hire fee(s) plus \$300 security deposit is to be transferred to Empire Bay Progress Association Inc. bank account - BSB 062627; Account number 00901602 or send bank cheque/money order to Hall Booking Officer, PO BOX 5018, Empire Bay, 2257 (NOTE: cash and personal/company cheques are not accepted).
- II. If the payment has not been received within 7 days of confirming your booking your tentative booking will be automatically cancelled.

13. SECURITY DEPOSIT

- i. Any damages to the Hall, furniture or equipment the Hirer will forfeit part or the full amount of the security deposit at the EBPA discretion.
- ii. If any penalty cleaning is required, EBPA will deduct \$60 per hour from the security deposit to cover these costs.
- iii. EBPA reserves the right to recover any additional costs incurred above and beyond the amount of the security deposit.
- iv. After the function, EBPA will refund the \$300 security deposit (less any additional fees) by electronic transfer to the account details provided on this Form and within 5 working days (subject to bank transfer times).

14. CANCELLATION OR CHANGES TO THE BOOKING

- i. Once the hiring fee and security deposit has been paid to secure your booking, any cancellation requests to be forwarded to EBPA in writing from the Hirer, at least 21 days prior to the proposed date of the function.
- ii. If less than 21 days' notice is given, the Hirer will be charged a cancellation fee equivalent to 50% of the hire fee. The security deposit will be returned.
- iii. If less than 7 days' notice is given, the Hirer will forfeit 100% of the hire fee. The security deposit will be returned.
- iv. Upon request the booking is transferrable to another available date to be approved by the EBPA.

EMPIRE BAY PROGRESS ASSOC. INC.

Hall Hire Agreement Form – Casual Hire

The Hirer accepts responsibility to fully financially compensate the EBPA for any damages that occur to the property of the EBPA as a consequence of the hire. The Hirer accepts that the EBPA will pursue its rights to compensation under the terms of this Agreement. The Hirer agrees to be bound by the "Conditions of Use" as attached to this Agreement form and published on the Empire Bay Progress website - <http://empirebayprogress.org.au>.

Please print, complete form and mail signed copy to Hall Booking Office, PO BOX 5018, Empire Bay, 2257

Name / Organisation of Hirer:.....Date:.....

Contact person:.....

Contact numbers: (Home).....(Work).....(Mobile).....

Email address:.....

Address of Hirer:.....

Bank details: Account name..... BSB.....Account number.....

Name of the Insurer with whom you have Home Contents including Personal Liability coverage:

.....Policy No.....

The date range that the Policy covers.....

Type of function:.....

External Contractor or Entertainment: Yes No

Type of entertainment:.....

Will alcohol be served: yes no (if yes, you agree to follow the requirements of the Liquor Licensing Act 1997)

Date of Event:..... Start time.....Finish time.....

Hire fee (incl GST): \$.....plus \$300 security bond

Outside furniture (\$20) BBQ (\$20) Jumping Castle (\$20)

Total payment due: \$.....

Date payment due (7 days from completing this Agreement):.....

Payment

Bank transfer to Empire Bay Progress Association Inc. (please include the booking reference supplied by the Hall Booking Officer when booking Hall) - BSB: 062627 Account number: 00901602

Or send bank cheque or money order made out to Empire Bay Progress Association Inc and mail to Hall Booking Officer, PO BOX 5018, Empire Bay, NSW 2257

Note: Cash or personal/business cheques are not accepted. Cash, including the security deposit, is not accepted on the day of hire.

I acknowledged responsibility for paying all the fees and charges for the hire of the Hall. I have read and agree to comply with the Conditions of Hall Hire. I declare that all information supplied by me is true and correct.

Signed on behalf of Hirer: print name in full:.....

Signature:..... Date:.....

Licence number.....

On behalf of EBPA: print name:.....

Signature:.....Date:.....

Privacy Statement -The information requested by Empire Bay Progress Association (EBPA) on this form may constitute personal information under the Privacy and Personal Information Protection Act 1998. EBPA can collect the information from you to consider this matter. Supplying this information is voluntary however, if you cannot or do not wish to provide the information, we will not be able to accept the booking.