

EMPIRE BAY PROGRESS ASSOC. INC. (EBPA) TERMS & CONDITIONS FOR CASUAL HALL HIRE

1. GENERAL TERMS OF USE BY HIRER

- i. The Hall can only be used for the purpose stated on this application form and cannot be sub-let.
- ii. The Hirer is responsible for the conduct and behaviour of all persons attending their function, both inside and outside the Hall.
- iii. All persons entering Empire Bay Progress Association property do so at their own risk.
- iv. 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.
- v. Emergency exits to remain clear at all times.
- vi. 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 \$1,300.00 per call out and will be payable by the Hirer along with any other costs.
- vii. To avoid permanent damage to the Hall all decorations are limited to the tables and windows. Any damage will be paid for by the Hirer.
- viii. EBPA does not insure any goods or equipment that are brought into the Hall or left in the Hall by the Hirer or their invitees. Hirers will not be compensated for any loss or damage to goods during hire. Hirers are advised to obtain insurance for their own equipment and goods.
- ix. The Hirer assumes responsibility and liability for the safety and compliance of all equipment supplied by the Hirer, their contractors, or their guests.
- x. Abuse of the conditions of hire will lead to cancellation of rights to book the Hall in the future.
- xi. 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 will be vacated. Hiring fee and security deposit will be non-refundable.
- xii. For safety reasons, a maximum of 70 people is allowed inside the Hall at any one time.
- xiii. Bookings are not accepted for 16-25-year-old parties or functions. Access to the facility is only available for the booking time and set up and clean-up MUST be included in this time. If booking times are not adhered to penalty fees will be charged at the applicable hourly rate.
- xiv. EBPA at its sole discretion may refuse to accept a booking for the 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**. It is your responsibility to ensure 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. **THIRD PARTY SERVICE PROVIDERS SUCH AS JUMPING CASTLES / OTHER AMUSEMENTS / ENTERTAINERS ENGAGED BY THE HALL HIRER**

- i. If the Hall Hirer is considering engaging third party service providers such as a jumping castle or other amusement, entertainers, face painters etc, the Hall Hirer must provide the EBPA with a copy of the service provider's **CERTIFICATE OF CURRENCY FOR PUBLIC LIABILITY at least 21 days prior** to the function. This should be emailed to ebhallbookings@gmail.com (or mailed to Hall Hire, Empire Bay Progress Association, PO Box 5018 Empire Bay NSW 2257).
- ii. The EBPA will not accept any liability in regard to the use of a third-party service provider.
- 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 (utility charge - refer fees and charges).
- vi. **Working With Children** requirements - It is incumbent on the Hall Hirer (including community organisations) to ensure third party service providers have appropriate Working With Children WWC Checks in place: <https://www.service.nsw.gov.au/transaction/apply-working-children-check>. This applies to representatives of or persons engaged by the Hall Hirer to entertain / coach / interact with children irrespective of financial arrangement in place (volunteer or paid).

5. **FURNITURE AND BBQ HIRE**

- I. Tables and chairs from inside the Hall are not permitted outside under any circumstances.
- II. Outside tables, chairs and 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 inside and outside (if used).
- 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. Fridge and freezer to be emptied of all foodstuffs.
- viii. If using BBQ please clean after use.
- ix. The kitchen, bathroom and Hall floors needs to be swept and spills mopped up.
- x. Ensure all waste is placed in the appropriate bins provided.
- xi. No confetti of any type is to be used / released at the hall / grounds. This includes throwing of rice or other such material in the course of celebrating a wedding.
- xii. All decorations used outside the hall are to be removed / placed in bins.
- xiii. 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.
- xiv. New bin liners are to be replaced in all bins that have been used (which can be found in a kitchen drawer).
- xv. **Failure to clean the Hall will result in a cleaning fee charged to the Hirer at \$80 per hour.**

7. **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. 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** - The EBPA Hall Manager will meet the Hirer at the Hall at the start of booking.
10. **LEAVING THE FACILITY / END OF FUNCTION**
 - i. Ensure windows and all doors are locked, turn off all the lights, electrical appliances, instantaneous hot water system in kitchen and air-conditioner.
 - ii. Shut and make sure door is locked on exit, if in receipt of key please leave on kitchen bench.
 - iii. Hall manager will inspect the Hall for damages / cleanliness prior to release of the security deposit.
11. **FEES AND CHARGES** – refer to fees and charges – Hire Agreement Form (last two pages of this Agreement)
12. **BOOKING CONFIRMATION**
 - I. To make a booking, the hirer must have read Terms and Conditions contained herein, completed the hire agreement form (**COMPLETE ALL SECTIONS**), email an electronic copy to Hall Booking Officer.
 - II. Booking fee (refer fees and charges) payable upon confirmation from Hall Booking Officer.
 - III. **Remaining hire fee plus security deposit to be paid within 21 days of confirming your booking or immediately if the event itself occurs within 21 days of booking.**
Payment by way of bank transfer to Empire Bay Progress Association Inc.
BSB 633 000 (Bendigo Bank)
Account number 168335677
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.)
 - IV. If the payment has not been received within 21 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 \$80 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 10 working days (subject to bank transfer times).
14. **CANCELLATION OR CHANGES TO THE BOOKING**
 - i. Should the hirer wish to cancel the event after payment in full has been made the security deposit will be refunded plus (i) more than 21 days before the event, hire fees will be refunded in full (ii) between 21 and 7 days out from the event, 50% of hire fee will be withheld (iii) 7 days or less from date of event 100% of hire fee will be retained. Booking fee is not refundable in any circumstance. All requests to cancel must be in writing or emailed to ebhallbookings@gmail.com.
 - ii. Events may be postponed without loss of hire fee, at the discretion of the EBPA.

Please complete and email

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 for compensation under the terms of this Agreement. The Hirer agrees to be bound by the Terms & Conditions as attached to this Agreement form and published on the Empire Bay Progress website - <http://empirebayprogress.org.au>.

Please print, complete form and email to EBHallBookings@gmail.com

PERSONAL DETAILS: Name of person hiring the hall.....

Organisation Name (If relevant) of Hirer:.....Today's Date:.....

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

Email address:.....

Home Address of Hirer:.....

TYPE OF FUNCTION TO BE HOSTED AT THE HALL:

Date of function:..... Start time..... Finish time.....Total number of hours.....

(must include allowance for set up and clean up time)

ALCOHOL: Will there be alcohol at your event?: ☐ Yes ☐ No

(If alcohol will be served, you agree to follow the requirements of the Liquor Licensing Act 1997)

PERSONAL LIABILITY COVERAGE: Name of the Insurer with whom you have Home Contents incl Personal Liability coverage:

Policy No.....The date range that the Policy covers.....

THIRD PARTY SERVICE PROVIDERS: jumping castles, amusements, entertainers, face painters etc -

Are you engaging the services of an External Contractor or Entertainer? ☐ Yes ☐ No

Name/s of service providers to be engaged and type of entertainment:

1.
2.
3.

NOTE: The hirer must provide a Certificate of Currency showing the third-party service provider has current insurance (this must be emailed to the Hall Booking Officer no less than 21 days from the date of the event)

HIRE COSTS: Please complete the table below.

Booking fee – payable on confirmation of booking, non-refundable	\$ 75
Hourly rate of \$35 per hour xnumber of hours <u>Please complete</u> NOTE: Minimum FOUR hours hire weekends / Minimum TWO hours hire Mon-Fri Must include allowance for set up and clean up time	\$
Security deposit –refundable (conditional on state of hall)	\$ 300
Optional -	
\$25 hire of outside furniture	\$
\$25 hire per BBQ (2 BBQ's) indicate number of BBQ's.....	\$
\$25 utility charge for jumping castle or other amusement	\$
TOTAL PAYMENT due no less than 21 days from the date of the event Or immediately if event is within 21 days of booking Inclusive of GST	\$

PAYMENT: Bank transfer to Empire Bay Progress Association Inc.-

(Bendigo Bank) BSB: 633 000 Account number: 168335677

(Please include the booking reference supplied by the Hall Booking Officer when booking Hall)

Note: Cash or personal/business cheques are not accepted.

YOUR BANK DETAILS FOR REFUND OF SECURITY DEPOSIT AFTER THE EVENT:

Account name..... BSB.....Account number.....

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 Terms & Conditions of Hall Hire outlined herewith. I declare that all information supplied by me is true and correct.

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

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.