



WYONG SHIRE COUNCIL CASUAL HIRE AGREEMENT MULTIPURPOSE FUNCTION ROOM - 2009/10



Hirer:

Contact Name: Contact Phone:

Address:

Email:

Type of Function:

Number of People Expected to attend function:

Day the function will be held: Date:

Commencement Time (incl set up): Function to conclude at:

Amenities Required & Fees Applicable

Room required am/pm to am/pm includes set up & pack up = hrs

Function rate full facility \$108.00 or half facility \$54.00 (NB minimum 2 hour hire charge per function) Total \$

Set up time am/pm to am/pm by council staff

\$104.50 per hour Total \$

Kitchen Required am/pm to am/pm

hours at \$41.50 p/h (minimum charge \$80) Total \$

Public Liability no alcohol \$44.50 or with alcohol \$63.00 Total \$

Security after normal bus hours

am/pm to am/pm at \$72.00 p/h Total \$

Sub-Total (for office use only- RC 881) Total \$

Cleaning & Damages Bond (for office use only- RC 216) Total \$

Total Amount Payable Total \$

Insurance: Coverage for Public Liability is / is not effected under that provided by WYONG SHIRE COUNCIL (refer to paragraph 15 of "Conditions of Hire")

Current Public Liability Insurance is with

Policy Number: Amount of Cover:

copy & payment required 14 days prior to event.

Copy of Policy is attached

I agree to hire the above, subject to the conditions prescribed by Council and set out in the Conditions of Hire in particular the right of Council to cancel a booking, which I have read and agreed to:

Signed: Dated:

(On behalf of:)

Seminars, Meetings, Exhibitions, etc
(add Other Fees where applicable)

Full Facility

During normal Council hours (8.30am - 4.30pm)

Outside Council hours

Half Facility

During normal Council hours (8.30am - 4.30pm)

Outside Council hours

Rates include GST

\$216.00 minimum 2 hour charge
\$108.00 per hour after two hours
\$874.00 8 hour function
(add building security costs)

\$108.00 minimum 2 hour charge
\$54.75 per hour after two hours
\$438.00 8 hour function

(add building security costs)

Use of Kitchen Facilities
(add Other Fees where applicable)

During normal Council hours (8.30am - 4.30pm)

Outside Council hours

\$80.00 for up to two hours minimum
\$41.50 per hour after two hours

(add building security costs)

Functions (Parties, Receptions etc)
(add Other Fees where applicable)

Full Facility Only- Includes Bar

During normal Council hours (8.30am - 4.30pm)
(currently not applicable)

Outside Council hours

Plus Building Security Costs

Plus Bond

Plus Public Liability Insurance (with alcohol)

or (without alcohol)

\$874.00 per function (up to 8 hrs)

\$874.00 per function (up to 8 hrs)

\$72.00 per hour per officer

\$366.50 per function

\$63.00 per function

\$44.50 per function

Half Facility

During normal Council hours (8.30am - 4.30pm)

Outside Council hours

Plus Building Security Costs

Plus Bond

Plus Public Liability Insurance (with alcohol)

or (without alcohol)

\$438.00 per function (up to 8 hrs)

\$438.00 per function (up to 8 hrs)

\$72.00 per hour per officer

\$366.50 per function

\$63.00 per function

\$44.50 per function

Other Fees

Setting up -Includes Building Security

\$104.50 per hour

MULTI PURPOSE FUNCTION ROOM

CONDITIONS OF HIRE

1. Application

Application for the use of the Multi Purpose Function Room and the Kitchen must be made on the form "Casual Hire Agreement" available from Council.

The Hirer shall not assign, sub-licence or cease to conduct the business personally.

The Hirer expressly agrees that it will accede to any request, comply with any instruction or directive and adhere to any rule of Council made or issued through Council's General Manager or authorised Council Officer.

The Hirer acknowledges and agrees that in the event of any breach of this condition, Council shall at its absolute discretion, be entitled to terminate the agreement forthwith without being required to refund any money paid by the Hirer.

2. Bond

The prescribed bond must be paid at least seven days prior to the hiring date and if not paid the hiring will be considered cancelled.

3. Cancellation of Booking

Cancellation of hiring arrangement must be made at least _____ days prior to the date of the function and must be made in writing.

If cancellation is not made by the stipulated time a cancellation fee of \$_____ is payable and the intending hirer agrees to pay that amount.

4. Decorations

The physical appearance of any function or display shall at all times be maintained in a professional manner and portray a quality image so as to enhance the Hirer's event and Council.

Decorations are not permitted in the function room unless the arranging complies with the following:

- flowers, etc., in vases;
- balloons, streamers, etc., attached to free standing screens, etc.

Under no circumstances will balloons, streamers, etc., be attached to walls, ceiling or floor.

5. Care of Hall

The Hirer shall not use any fixtures or fittings which damage or disfigure the building and in the event of any damage being caused by the Hirer or his fixtures or fittings, the Hirer shall pay all of Council's costs of repairing such damage.

Council will hold the hirer responsible for the care of the facility during the currency of the hiring and will not tolerate damage to the building, furniture, furnishings, fixtures or fittings.

The use of nails, screws, adhesive tape, glues, etc., is **not permitted** to be used on the floor, doors, walls, windows, fixtures etc., and lighting is not to be altered without the approval of the General Manager.

6. Smoking

Wyong Shire Council has banned smoking within **all** buildings under its control. The Hirer will be held responsible to enforce the No Smoking Ban inside the hall during the function/activity.

7. Cleaning

The hirer is responsible for the cleaning of the areas used including access hallways, and removal of rubbish and depositing in the garbage receptacles available. If Kitchen is booked as well as the function room, please ensure the floor is swept and mopped and benches, utensils, crockery, microwave and dishwasher **are left clean**.

Cleaning will be undertaken immediately following the function unless otherwise arranged in advance.

If access is required outside of normal opening times for the building to permit cleaning to be undertaken, the Hirer will be responsible for all associated costs including necessary security arrangements.

8. Consumption of Alcohol

The consumption of alcohol is permitted in the Function Room provided Council is informed in advance and the approval of Wyong Police is obtained.

Sale of liquor is not permitted within the room or the building.

9. Conduct of Function

The Hirer shall comply with all statutes, ordinances and regulations of any government or statutory authority regarding the conduct of the Hirer's business or use of the premises for that purpose and shall keep Council indemnified in respect of all such matters.

The Hirer must at all times co-operate with the authorised staff member(s) in ensuring that the function is conducted in an orderly manner.

An authorised staff member may require a function to cease and the room and building vacated if in his/her opinion the continuation of the function is likely to cause damage to the facility. The Hirer will be held responsible for any penalties incurred under the "Noise Control Pollution Act".

10. Access to the Building

Access to the building for pre-function preparation, the holding of the function and for clean up purposes will be arranged at the time of booking and entry to and exit from will be via the access(es) agreed.

The covered carparking within the Civic Centre complex are not available to and will not be used by the Hirer or persons associated in any way with the function.

Access required outside normal opening times for Council's office will only be permitted by prior arrangement and any costs incurred, including security, arrangements will be paid by the Hirer.

11. Right of Refusal

Council reserves the right to refuse any proposed booking or to cancel any booking not considered to be an appropriate use of the facility or where the conduct of the function would be detrimental to the facility.

The Hirer agrees that Council may terminate the booking at any time in any of the following instances:

- a. failure to pay the Hiring Fees on any due date;
- b. failure to comply with the Conditions of Hire;
- c. the Hirer ceasing to conduct it's business from the premises; or,
- d. the death, bankruptcy, mental or physical incapacity or liquidation (if a company) of the Hirer.

12. Council Priority of Use

Council retains the right of priority use of the facility including the cancellation of an existing booking.

13. Kitchen Facility

A Kitchen facility complete with crockery, cutlery, cooking utensils, etc., is available for hire in conjunction with the use of the Multi Purpose Function Room.

The same conditions relating to the hire, use and cleaning of the Multi Purpose Function Room apply to the kitchen, crockery, etc.

14. Hirer's Property

The Hirer acknowledges and agrees that Council shall not be responsible in any way for the Hirer's displays or property during or after Council's business hours.

Any equipment or property the Hirer, their employees, contractors or associates use in association with or brought to the facility is the responsibility of the Hirer and **must** be removed immediately after the function ceases.

Council will not be responsible for any damage to or loss of such equipment or property.

15. Insurance

Council has property owners liability insurance as well as effected liability insurance for the hire of the facility. However, appropriate public liability cover must be provided and sighted by an appropriate Council Officer prior to the holding of the function by incorporated bodies registered clubs and other legal entities unless other arrangements have been approved by Council's Risk Management section.

The Hirer does hereby indemnify Council from and against all claims demands losses damages costs and expenses for which Council may become liable in respect of or arising from the occupation of the premises.

16. Security

The Hirer agrees to the use of Council's security for after hours security requirements and payment of any after hours security arrangements at the nominated fee on the schedule of costs.