

EMPIRE BAY PROGRESS ASSOCIATION INC [EBPA] TERMS & CONDITIONS FOR CASUAL HALL HIRE

1. General terms of use by hirer

- 1.1. The hall can only be used for the purpose stated on this application form and cannot be sub-let.
- 1.2. The hirer is responsible for the conduct and behaviour of all persons attending their function, both inside and outside the hall. This includes guests and service providers/contractors.
- 1.3. All persons entering EBPA property do so at their own risk.
- 1.4. 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.
- 1.5. Emergency exits to remain clear at all times.
- 1.6. No fire, including use of smoke machines, fire performances or 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 per call out and will be payable by the hirer along with other costs.
- 1.7. To avoid permanent damage to the hall, all decorations are limited to the tables and windows. Cost to repaint / repair walls will be at the expense of the hirer.
- 1.8. EBPA does not insure any goods or equipment that are brought into the hall or left in the hall by the hirer or their guests. 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.
- 1.9. The hirer resumes responsibility and liability for the safety and compliance of all equipment supplied by the hirer, their contractors and guests.
- 1.10. Abuse of the conditions of hall hire will prevent future hall bookings and use.
- 1.11. Complaints related to noise and or anti-social behaviour will be referred to the Police at the time of receipt of complaint. If the Police are called, hall hire may be immediately terminated (at the sole discretion of the EBPA or appointed officer) and the hall will be vacated immediately. Hiring fee and security deposit will not be refunded.
- 1.12. For safety reasons, a maximum of 70 people is allowed inside the hall at any one time or potentially less given COVID restrictions at the time. Please refer notification from the EBPA Hall Manager or NSW Government website for further details. It is a condition of hire that you comply with these requirements.
- 1.13. Bookings are not accepted for 16 – 25-year-old parties or functions.
- 1.14. Access to the facility is only available for the booking time unless through prior arrangement. Set-up and clean-up MUST be included in this time. If booking times are not adhered to, penalty fees may be charged at the applicable hourly rate.
- 1.15. EBPA at its sole discretion may refuse to accept a booking for the hall or cancel a booking that has already been made and refund hiring fees (excluding booking fee). If this action is taken, the EBPA will not be liable for any loss or damage.
- 1.16. Use of the TV and associated sound system is permitted only with prior consent of the Hall Manager. All remote controls are to be returned to their storage position. Any loss or damage will be at the hirer's expense and deducted from the security deposit.

2. **Public Liability & Personal Liability Coverage**

- 2.1. All registered or incorporated organisations / businesses hiring the hall are to provide a copy of their Certificate of Insurance Currency for public liability. A minimum coverage of \$20m is required.
- 2.2. All casual hirers need to provide evidence of their [personal liability insurance](#), which is often but not always covered by Home & Contents insurance. It is the responsibility of the hirer to ensure you and your guests are adequately covered. Personal liability insurance for you and your guests is not provided by the EBPA. Should you not have said insurance, you either need to make arrangements to source insurance for a once-off event, or state you are hiring the hall in the knowledge that in the event of a mishap, your guests will not be covered by EBPA insurance.
- 2.3. 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**

- 3.1. The level of noise cannot inconvenience surrounding residents. Party noise must cease by 10 PM at the latest.
- 3.2. Refer "The Protection of the Environment Operations Act 1997".
<http://www.epa.nsw.gov.au/noise/neighbourhoodnoise.htm>

4. **Third Party Service Providers (Contractors)**

- 4.1. These include but are not limited to jumping castles, entertainers, other amusements, caterers etc engaged by the hall hirer.
- 4.2. If the hirer is considering engaging contractors for their event at the hall, the hirer must provide to the EBPA a copy of the contractor's Certificate of Currency for Public Liability insurance. This must be done no less than 21 days prior to the function. The certificates must be emailed to ebhallbookings@gmail.com
- 4.3. The EBPA will not accept any liability in regard to the use of contractors.
- 4.4. No water slides are permitted (to avoid flooding or damage to the ground).
- 4.5. All equipment to be removed at the end of the agreed booking time.
- 4.6. Access to power for jumping castles, is via the power point located in the outside toilets. There is a utility charge for Jumping Castles, refer table of costs.
- 4.7. [Working with Children requirements](#): It is the responsibility of the hirer (including community organisations) to ensure contractors have appropriate Working with Children WWC checks where necessary. This applies to representatives of or persons engaged to entertain, coach and generally interact with children irrespective of the financial arrangement in place (volunteer or paid).
<https://www.service.nsw.gov.au/transaction/apply-working-children-check>.

5. **Hire of Furniture and / or the BBQ's**

- 5.1. Outside tables, chairs and BBQ's are available for hire (refer costings table)
- 5.2. Under no circumstances are tables and chairs inside the hall permitted outside.

6. Cleaning

- 6.1. Set-up and clean-up time must be included in your hall hire booking.
- 6.2. It is the responsibility of the hirer to leave the hall in the condition in which it was found.
- 6.3. This means but is not limited to sweeping the floors, mopping up any spills, wiping down furniture and kitchen benches, washing up dishes etc that were used and putting them away, tidying the bathrooms both inside and outside, clearing the fridge and freezer of all food items, cleaning the BBQ after use, emptying bins into the Otto bins outside (behind the outside toilets) noting the Red General Waste and Yellow Recycle purpose bins, new bin liners are to be replaced in all bins that have been used (new liners are stored in a kitchen drawer).
- 6.4. No bottle tops to be left on the lawn, all such waste to be disposed of in appropriate bins.
- 6.5. **No confetti of any description** is to be released at the hall. This includes throwing of rice or other such material, including biodegradable confetti.
- 6.6. All decorations outside the hall are to be removed and disposed of responsibly.
- 6.7. **Failure to clean the hall will result in a cleaning fee charged to the hirer at \$90 per hour.**
- 6.8. Cleaning equipment, brooms, mops, soaps and sprays etc are provided by the EBPA.

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

8. Alcohol

- 8.1. The consumption of alcohol in the hall is permitted subject to the hirer complying with the requirements of the Liquor Licensing Act 1997.
- 8.2. It is against the law for anyone under the age of 18 to consume alcohol. Under no circumstances will the EBPA, its committee and members tolerate any breach of the Liquor Licensing Act.
- 8.3. The consumption of alcohol must be done within hall limits (building, and fenced in lawn area only) and is not to extend to the council verge, road or neighbouring properties.
- 8.4. The hirer will be held legally responsible for any offences or damages carried out at the hall, or on public or private land neighbouring the hall as a result. Part of all of the security deposit will be forfeited should these rules be contravened.

9. Access to the facility will be arranged with the EB Hall Manager at the time.

10. Leaving the facility / end of the function

- 10.1. Please leave the hall as it was found – clean, tidy, furniture returned to its original position, garbage removed, personal food and equipment removed, BBQ's cleaned etc.
- 10.2. Ensure windows and doors are locked; turn off lights, instantaneous hot water, air conditioning and other electrical appliances.
- 10.3. Ensure all doors and windows are locked.
- 10.4. Keys to be returned to their cupboard or lock box.
- 10.5. Hall manager will inspect the hall and surrounds for damages and cleanliness prior to release of the security deposit.

11. Fees and Charges – refer the last 3 pages of this agreement form.

12. Booking Confirmation

- 12.1. To make a booking, the hirer must have read the Terms and Conditions contained herein, complete the hire agreement form (**please ensure you complete ALL sections**), and email a copy of the completed form to the Hall manager at ebhallbookings@gmail.com
- 12.2. *The booking fee is payable immediately the booking is accepted by the hall manager.*
- 12.3. The balance of that owed is due no later than 21 days prior to the event or immediately if the event is within those 21 days.
- 12.4. Payment must be by way of bank transfer to:

EBPA

Bendigo Bank

BSB 633 000

Account 168335677

If payment in full has not been made within 21 days of the event, your event may be cancelled with no monies already paid to be refunded.

13. Security deposit

- 13.1. *Any damage or inconvenience caused to the hall, furniture, equipment or hall management will cause forfeiture of the security deposit in part or in full at the discretion of the EBPA.*
- 13.2. *Any damage or inconvenience caused to neighbouring properties or public land in the vicinity of the hall will cause forfeiture of the security deposit in part or in full at the discretion of the EBPA.*
- 13.3. If any penalty cleaning is required, the EBPA will deduct a minimum of \$90 per hour from the security deposit to cover these costs.
- 13.4. EBPA reserves the right to recover additional costs incurred above and beyond the amount of the security deposit.
- 13.5. After the function, the EBPA will refund the security deposit (less any additional fees) by electronic transfer to the account from which original payment was made. This will be done within 10 working days (subject to bank transfer times) of the event.

14. Cancellation or changes to the booking

- 14.1. Should the hirer wish to cancel the event after payment in full has been made the security deposit will be refunded plus (i) Hire fees will be refunded in full if the event is more than 21 days out from cancellation (ii) 50% of the hire fee if the event is within 7 and 21 days or cancellation, or (iii) zero refund if the event is within 7 days or less of notice to cancel. The booking fee is non-refundable. All cancellation requests need to be emailed to ebhallbookings@gmail.com
- 14.2. Events may be postponed without loss of hire fee, at the discretion of the EBPA.

EBPA Hall Hire Form - Please complete the following pages and email to ebhallbookings@gmail.com

The Hirer accepts responsibility to fully financially compensate the EBPA for any damages that occur to the property of the EBPA & neighbouring property 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 Association website - <http://empirebayprogress.org.au>.

Please complete these pages of the form and email to EBHallBookings@gmail.com

Personal Details:	Today's date:
Name of person / organisation hiring the hall	
Mobile number	
Email address	
Home Address of hirer	

The function:	Function date:	
Describe the function to be hosted at the hall eg: specify age birthday, work function, wedding, etc		
Hire times: start and finish	Start time:	Finish: time
Total number of hours (must include set-up and clean-up times)		
Will there be alcohol consumed at your event? Circle YES or NO		
If Yes, this means you agree to follow the requirements of the Liquor Licensing Act 1997		

Insurances: Personal Liability Coverage - Refer Clause 2 of the agreement

You must provide your own personal liability insurance to cover yourself and your guests OR agree to hire the hall knowing you and your guests are not insured. You must select one of the three below options. Do Not leave blank.

Option 1: Use your own Home and Contents policy

Name of Insurer	
Policy Number #	
Date range of coverage	

Option 2: Source your own insurance for a once-off event.

Name of Insurer	
Policy Number #	
Date range of coverage	

Option 3: State that you agree to hire the hall knowing you have no insurance for you and your guests.

To show your choice for option 3, please **Sign here**

Contractors / Third party Service Providers

Refer Clause 4

Are you engaging a contractor? Circle**Yes**.....or **No**

Note: All contractors must provide a Certificate of Currency to show their insurances are up to date. This must be sought by the hirer, and emailed to Hall Manager no less than 21 days prior to the event.

Name/s of contractors to be listed below

TV and sound system:

If you wish to use the TV and or sound system please circle**YES**or**NO**.

By doing so, you agree to the conditions outlined in clause 1.16 and agree to cover costs in the event of damage or loss.

Hire Costs: Please complete this table by including ALL relevant costs in the right-hand column	
Booking fee payable on every booking and is non-refundable Weekends & public holidays: \$75 or Mid-week excluding public holidays: \$15	
Hourly rate: Number of hours x hourly rate Weekends & public holidays: \$40 per hour (capped at \$400 per day) <i>Note: Minimum hire 4 hours on weekends or public holidays</i> Mid-week (excl public holidays): \$20 per hour (capped at \$200 per day) <i>Note: Minimum 2 hours hire mid-week Mon – Friday</i> <i>You must include allowance for set-up and clean-up times</i>	
Security deposit – mandatory, but refundable after the event <i>Refer clause 13</i>	\$ 300
Optional Items for hire:	
Outside furniture \$25	
BBQ's \$25	
Utility charge (Eg: Jumping Castle power) \$25 each utility	
Optional - TV and sound system – tick here if using <i>(refer clause 1.16)</i> <i>- no charge</i>	
Total cost – please add up all items in the RHS column	

Notes:

Booking fee payable immediately upon EBPA acceptance of booking

Payment in full due no less than 21 days from the event or immediately if the event is within 21 days of booking

If payment in full is not received by due date you risk cancellation of the event, at the discretion of the EBPA hall manager.

All costs are 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 your 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.