

COMMUNITY FACILITY USE AGREEMENT

No: _____

Between

_____ Committee of Management ("the Committee") as delegate of Port Stephens Council

and

Hirer Details

Hirer Organisation Name: _____

Contact person 1: _____ Phone: _____

Contact person 2: _____ Phone: _____

How many members does your organisation have? _____ ABN: _____

Postal address: _____

Email address: _____

Type of Hire

Regular (more than 11 times per year)

Casual

Does the hirer require Public Liability insurance? (Refer to Clause 4 - Conditions for Community Facility Use Agreement)

No

Yes, Policy Number: _____ Expiry Date: _____

Hall/Community Centre Details

Hall name: _____

Room required: _____

Hall address: _____

Preferred dates and times the facility would be required

Type of activity: _____

Date/s of hire (casual bookings): _____

Start date (regular bookings): _____ Finish date: _____

Between hours of: _____ and _____

Comments/requirements: _____

Agreement Declaration

I _____ (Hirer's representative) agree that in consideration of the Committee's hiring the Facility to the Hirer on the above date/s:

1. To pay the fee of \$ _____ (per hour) or \$ _____ (total) for hire of the Facility to the Committee's booking officer on the date of signing this agreement or otherwise agreed.
2. To pay at the date of signing this agreement a bond of \$ _____ to the booking officer which will be refunded to the Hirer if the Committee does not claim to use it to remedy any act or omission of the Hirer or any user of the Facility during the time of hire of the Facility to the Hirer.
3. That I have read the conditions contained within the Attachment – Conditions for Community Facility Use Agreement (see reverse) and agree to abide by them.

Hirer Signature

Name of Hirer's Representative: _____

Position in organisation: _____

Date: _____

Committee Authorised Officer

Name of Authorised Officer: _____

Committee position held: _____

Date: _____

ATTACHMENT – CONDITIONS FOR COMMUNITY FACILITY USE AGREEMENT

A The hirer agrees to abide by the conditions set down herein for the hire of the facility:

1. To pay the fee and/or bond as shown on the Community Facility Use Agreement as per PSC Fees and Charges.
2. To leave the Facility in a clean and tidy condition at the end of the time of hire and in particular:
 - i) to remove all rubbish, food scraps, empty drink containers, bottles and cans from the Facility and place them in the bins provided outside the Facility;
 - ii) sweep the Facility, 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;
 - iii) clean the tables and chairs used during the time of hire and stack them in the storage area or against the walls of the Facility.If Facility is not left in a satisfactory condition a cleaning fee may be charged as per PSC Fees and Charges.
3. To vacate the Facility on or before the end of the time of hire.
4. The following hirers must attach to this Agreement a current certificate of currency for Public Liability insurance to a minimum limit of indemnity of \$20m and noting the interests of Port Stephens Council:
 - regular hirers (that is, hirers who use facilities more than eleven (11) times per year in aggregate across all Council facilities)
 - sporting bodies
 - clubs
 - associations, corporations or incorporated bodies
 - hirers who use the facility for commercial or profit making purposes.
5. Any and all electrical appliances that belong to hirer and are used at the Facility must be tested and tagged by a qualified person. Council can arrange to do this at the owners' costs.
6. To pay for any replacement of fittings or fixtures in the Facility required due to the Hirers use of the Facility during the time of hire.
7. To pay for any repairs needed to be done to or anything in the Facility, or the curtilage of the Facility, because of the use of the Facility during the time of hire and this includes repairs to fittings and equipment in the Facility.
8. Before vacating the Facility at the end of the time of hire, to turn off all lights and air-conditioning if applicable and close and lock all windows and doors.
9. To return the hall keys to the booking officer of the Committee at the earliest opportunity on the day following the day of hire. The hirer is to pay for the costs of replacement keys and change of locks should the keys given to the Hirer be lost or damaged.
10. Not at any time whilst the Facility or its curtilage is being used pursuant to this agreement permit or suffer the emission of the offensive noise. "Offensive noise" means noise that by reason of its level, nature, character or quality or the time at which it is made, or any other circumstances is likely to be harmful to, or be offensive to, or interfere unreasonably with the comfort of repose of a person who is outside the Facility.
11. To observe the "No Smoking" policy that applies to all Council owned facilities.
12. To not use smoke machines or undertake works or activities within the Facility that could cause the activation of the fire alarm. Charges incurred due to false activation of the fire alarm and attendance of the NSW Fire and Rescue will be passed on to the hirer.
13. To direct all complaints to the Committee for resolution. If no satisfactory outcome is reached the complainant should direct their complaint to Council. The complaints will be managed in accordance with Council's Complaint Handling Policy.
14. All incidents occurring or hazards identified must be recorded in the Risk/Incident/Hazard Report book, which is kept on site in the facility, and reported to Council within 24 hours.
15. Hirers are to meet their own First Aid requirements as First Aid Kits are not provided at the majority of Facilities.

B The hirer agrees that should the hirer breach any of the terms above:

1. The booking officer or the Council ranger shall be entitled to bring the agreement to an end and to require the immediate vacating of the Facility by persons using it and if such circumstances occur neither the booking officer, the ranger, the Committee nor the Council shall be liable to make good any loss or damage suffered by the termination so effected or pay any compensation to anyone because of the termination.
2. The Committee shall be entitled to apply the whole or any part of the bond paid under term A1 hereof to remedy any breach of this agreement and demand from the Hirer any balance owing to it on behalf of the Council if the bond is insufficient to meet the cost of remedy and the Hirer will pay such balance to the Committee within 14 days of the demand being made on the Hirer.
3. The Committee shall be entitled to recover from the Hirer the cost of remedying or rectifying any breach of this agreement including legal and court costs of such recovery.

C The hirer also agrees with the Committee that the hirer accepts full and complete responsibility:

- For any loss of or damage to any personal property (including money, jewellery and credit cards); and
- For any property on hire or loan not belonging to the Facility, that is brought to the Facility by the hirer, whether that be prior to, during and/or after the time of hire of the Facility.

D Definitions and Variation:

1. No amendment or variation of these terms is valid unless in writing and signed by both parties.
2. In this agreement "Facility" includes curtilage of the Facility. "Council" is the Port Stephens Council.
3. Because the Committee is the delegate of the Council, anything the Committee can do the Council can do as if the Council were the party entering into this agreement instead of the Committee.

Privacy statement

Port Stephens Council is collecting your personal information for the purpose of assessing your expression of interest for use of Council land and any release is governed by the Government Information (Public Access) Act 2009 (NSW) and the Privacy and Personal Information Protection Act 1998 (NSW). The collection of this information is authorised under the Local Government Act 1993. Your information will not be given to any other person or agency unless you have given us permission or we are required by law.