

A1. Booking Details

Contact Name:

Contact
Number:

Application is hereby made for hire of (Name of Hall):

A2. Function Details

Date:

Day of Week:

Period (time) From:

To:

Function Type:

Describe the Event
activities, having
regard to the COVID-
19 Safety Plan
(General Activity
Checklist).
Refer to attached
Rules & Conditions

The following activities are **NOT** included in COVID-19 Safety Plan (General Activity Checklist) and any group or person undertaking these activities will need to provide and have approved their own Covid-19 Safety Plan prior to confirmation of their booking - Weddings, funerals, memorials, religious gatherings for worship, high-intensity cardio classes or any group/hirer that Public Health Orders deem necessary.

Please refer to current website links for [Public Health Orders and Restrictions](#) and by [Business](#).

Hirer

(Name of Organisation)

Number to attend
function (approx.)

Is alcohol to be served?

☐

Yes

☐

No

A3. Declaration

I undertake to be responsible for payment of the rental fixed by the Hall Management and Council, **PRIOR TO FUNCTIONS BEING HELD**, for the hire of the facilities required and for payment of any other charges arising out of my engagement; in accordance with the Rules and Conditions applying to engagements of the Hall, a copy of which has been supplied to me, which I agree shall apply to and form the basis of this application.

I have read, understood and agree to the **Rules and Conditions to Hiring of the Hall** as provided to me along with the submitted COVID-19 Safety Plan as submitted by me, where required.

☐ Yes ☐ No

Confirmation of this application will be made on payment of the required fees. I understand that the booking is only tentative until this is paid.

Applicant Name:

Date:

Postal Address:

Signature:

Telephone:

Mobile:

Email:

OFFICE USE ONLY

Hire Charge

Security Deposit (see item 3) = (when applicable)

Cleaning Fee (see item 6) = (when applicable)

Public Liability Insurance for Commercial/for-profit hirers (see Item 5)

Copy

☐

Yes

☐

No

Paid:

Receipt:

Date:

COVIDSafe Plan has been submitted and reviewed /
Not applicable (Circle)

Signature of Hall Representative:

Rules and Conditions Applicable to Hiring of the Hall

{Please retain a copy for your records}

PRELIMINARY

In these rules and conditions:

- 'The General Manager' means the General Manager of Tweed Shire Council or their authorised representative.
- 'Hall' means the building including toilets, dressing rooms, kitchen, foyer, and/or portion of the building available to the hirer.
- 'Hirer' means the responsible person, or accredited representative of a family, group, or organization who has been authorised to act in this capacity.
- 'Hall Management' means the Hall Management Committee responsible for the management of the hall on behalf of Tweed Shire Council.

COVID-19 SAFETY PLAN (General Activity Checklist)

The Hirer is responsible for any of the following additional measures, where relevant, as required whilst NSW Public Health Orders apply. Please tick the relevant boxes below to acknowledge any of the relevant mitigation measures:

- ☐ Comply with all NSW Government COVID-19 restrictions. Refer <https://www.nsw.gov.au/covid-19> for further information. **Note: An activity based COVID-19 Safety Plan may be required.**
- ☐ Must not permit the entry of any participant to the event who is unwell.
- ☐ Ensure that physical distancing is maintained at 1.5 metres apart at the event and the maximum number of participants displayed at the hall or in the specific COVIDSafe Plans are not exceeded. **Note:** The density limit does not apply if the number of customers does not exceed 25 persons. Children count towards the capacity limit.
- ☐ Support 1.5 metres physical distancing where possible, particularly at points of mixing or queuing such as toilets and entrance and exit points. There should be 1.5m physical distance between seated groups where practicable.
- ☐ Move or block access to equipment or seating to support 1.5 metres of physical distance between people. Participants should maintain 1.5 metres physical distance.
- ☐ Have strategies in place to manage gatherings that may occur immediately outside the premises, such as with drop off and pick up zones or staggered class start times.
- ☐ Ensure any communal areas where people gather, such as BBQ or kitchen facilities, maintain appropriate physical distancing where practical.
- ☐ Education programs should be conducted in accordance with the NSW Guidelines on School and Childcare. Students do not need to follow strict adult physical distancing guidelines but should follow good hygiene practices. Staff should continue to maintain 1.5m physical distancing from students where practical.
- ☐ Adopt good hand hygiene practices and ensure hand sanitizer is accessible at the venue entry and throughout the facility.
- ☐ Encourage participants to bring their own water bottle, snacks, towels, exercise mats etc. and encourage eating outside if practical.
- ☐ No self-serve buffet style, or service staff carrying trays. If food is provided or share-style, one person should be allocated to serve food and practise hand hygiene before and after service.
- ☐ Clean areas used for high intensity cardio classes with detergent and disinfectant after each use.
- ☐ Required hand sanitisers and disinfectant solutions need to be maintained at the appropriate strength and used in accordance with manufacturers' instructions.
- ☐ Must maintain a list of contact information including addresses and contact phone numbers of all attendees, ensuring the list is returned to the Hall Committee member immediately after each event. This is required by legislation and provided to government agencies in the event that future contact tracing being necessary. Data must be retained for at least 4 weeks. Electronic collection (e.g. using a QR code) of contact details for each person is strongly recommended.
- ☐ Must cooperate with NSW Health.

Have you read and understood the content of this page Yes ☐

Date: _____

Children have a right to be safe. For any event held in a Council facility Council encourages all hirers to visit www.kidsguardian.nsw.gov.au to understand their obligations to ensure any relevant child safe practices and policies are adhered to.

BOOKINGS

1. Application

Application for hire of halls is to be made, in writing, on the prescribed form and be signed by the person responsible for payment of fees and any other charges arising from the engagement and for the observance of these rules. Hirer must be aged 18 years or over.

2. Payment in Advance

The hiring charge is payable on application. In the event of cancellation, less than two weeks prior to the event a deposit will be forfeited unless the hall is subsequently let for any other function.

3. Security Deposit

The Hall Management shall, at its discretion, require the hirer to lodge a security deposit that will compensate the Hall Management against cost of extra cleaning which may be occasioned, or making good any damage caused or which might be anticipated, and afterhours charges (see item 24), and if such deposit is not lodged the Hall Management will refuse to accept the engagement.

4. Right of Refusal

Council and/or Hall Management expressly reserves the right in its absolute discretion to refuse to accept any engagement or to cancel any engagement already made and Council and/or Hall Management shall not be liable in any way for any loss or damage.

5. Public Liability Insurance

Regular and Casual hirers of Tweed Shire Council community halls are covered under Tweed Shire Council's public liability insurance as follows:

- A Casual Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or 12 times per calendar year.
- A Regular Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, more frequently than once per calendar month or 12 times per calendar year.
- Commercial or for-profit hirers and those charging a fee and/or conducting a high risk activity must provide their own public liability cover with at least \$10 million indemnity. A copy of this policy or a Certificate of Currency must be provided at the time of booking, or the booking will be cancelled and classes/functions will not commence until proof of current and appropriate insurance is shown.

6. Cleaning

The hirer is responsible for leaving the venue in good order and condition (see items 13, 20 and 25 other than specific cleaning), and wipe down any high-touch areas with cleaning sanitiser.

Additionally, the hirer may be asked for a cleaning fee in lieu of undertaking cleaning at the end of a hiring event if duration was over 8 hours.

The hirer is required to wipe down high touch surfaces at the end of each session using the cleaning products supplied. The cleaning products are not to be removed from the premises. In the result of cleaning products being removed a \$50 replacement charge will apply.

7. Kitchen

Use of the kitchen is included in the cost of hiring the hall. Commercial hirers must supply a copy of a current certificate of Insurance (see item 5).

Have you read and understood the content of this page Yes ☐ Date: _____

Rules and Conditions Applicable to Hiring of the Hall cont'd...

Please note during COVID restrictions no crockery or cutlery will be available. It is the responsibility of the hirer to supply and outline sanitation arrangements in their COVID safe plans.

Kitchen hire conditions:

- Please do not put food down the sink
- Wash benches down after use
- Wash stove top down after use
- Take your rubbish with you
- Sweep and mop the floor
- Turn off hot water systems
- Put away all hall owned equipment and leave the kitchen clean and tidy
- If the kitchen was not in a clean and tidy state when you began your activity please notify the hall booking officer.

DURING THE FUNCTION

8. Emergency and Evacuation Procedures

The Hirer is responsible for evacuating the Hall in the case of an emergency and shall:

- Inform attendees on arrival what to do in an emergency (i.e. exit points, assembly area etc.)
- Arrange for attendees to leave the building in the case of an emergency
- Ensure that attendees proceed to the nearest designated assembly area
- Conduct a head count to make sure all attendees have evacuated the building
- Ensure that attendees do not return until advised by the Fire Brigade

Evacuation Plans for each Tweed Shire Council Hall are clearly displayed inside the Hall. These plans are not to be moved.

Hirers will be responsible for all costs incurred in the case of a false alarm due to negligence or misdemeanour by the hirer or persons under their control.

Should an emergency arise after hours, such as power failure, blocked plumbing etc. please phone Tweed Shire Council's after hours number on **1800 818 326**.

Should an after-hours call-out be made to Council for a matter other than an emergency, the hirer may be charged for the call-out time.

9. First Aid

All First Aid requirements are the responsibility of the Hirer.

10. Fire Extinguishers and Equipment

Under no circumstances shall there be any interference with the fire-fighting or other emergency equipment in the Hall except in the case of fire.

11. Exits, Aisles and Passageways

All exits, aisles, and passageways shall be kept clear and useable to ensure public safety.

12. Electrical Equipment

No connection to or interference with the electrical installation, lighting, fittings or other properties will be allowed without the permission of the Hall Management. All electrical leads and electrical equipment supplied by the Hirer must be currently tested and tagged by a licensed electrician.

13. Council Notices and Decorations

All Tweed Shire Council notices or information displayed in the hall (including Evacuation Plans as per point 8) are to remain in place. No nails, tacks, screw etc. may be placed in the walls, floors, furniture, or fittings of the Hall. All decorations must be removed from the Hall after use, and the Hirer is responsible for the removal of all waste and unused materials after a function.

Have you read and understood the content of this page Yes ☐ Date: _____

Rules and Conditions Applicable to Hiring of the Hall cont'd...

14. **Maintain Order**

The organiser of *public* functions are required to provide at least one attendant per 100 persons attending who are capable of maintaining order at the function (in the case of events where alcohol is to be sold, see Item 15). The persons organising an event must register their event with the NSW Police Force at www.police.nsw.gov.au/online_services/party_safety. This site also provides a basic summary of the most relevant laws that apply to organisers and guests including: planning the event; what to do if gate crashers attend or emergency services are required; tips on managing noise levels; drug and alcohol issues and; crowd management.

15. **Responsible Service of Alcohol**

If the Hirer is intending to sell alcohol at a function, they must obtain a liquor license available from the Office of Liquor, Gaming and Racing at www.liquorandgaming.nsw.gov.au. Applications are required to be submitted at least 30 days before the date of the function (details on the website) and a copy lodged with Council and local Police.

Security attendants are required at all *public* functions involving more than 20 people where alcohol is to be served. The Hirer shall provide at least one professional security attendants at all times as a minimum, and a further one security attendant for every 50 persons thereafter. (A copy of the quotation for security services is to be submitted with the signed Rules and Conditions of Hire Form).

16. **Hirer's Responsibility**

One person shall be the Hirer and in charge of the function. The Hirer is responsible to co-operate with the Hall Management in the closing up of the Hall and turning off all lights.

17. **Objectionable Items**

The bringing into the Hall or the use therein of confetti, chewing gum, fireworks, naked flames or any other articles deemed by Council and/or Hall Management to be objectionable is not permitted.

18. **Floor Treatment**

Special treatment of the dance floor will only be permitted with the sanction of Tweed Shire Council whose decision is final.

19. **Special Equipment**

Under no circumstances shall any unauthorised person use or interfere with any fittings, or equipment in the hall, other than equipment brought into the hall by the hirer.

20. **Damage**

The Hirer shall be responsible for the cost of making good any damage caused to the building, furniture, fittings, plants, or gardens arising out of and in the course of his or her engagement, reasonable wear and tear alone excepted. All breakages must be reported to the Booking Officer upon return of the key.

21. **Disorder**

The Hirer shall be responsible for the maintenance of good order during the period of the engagement, and he/she will not permit or suffer anything to be done in the Hall or its vicinity which is disorderly or offensive.

22. **Smoking**

All Tweed Shire Council Halls have been declared smoke free environments and smoking is prohibited in these facilities.

23. **Noise**

In organising and staging your function, please consider the interests of the Hall's neighbours. Noise levels must be kept to an acceptable level at all times. All music or amplified sound must cease at 12 midnight on Friday and Saturday nights, or nights preceding a Public Holiday, and 10:00pm all other nights in accordance with legislation from the NSW Environmental Protection Authority.

Have you read and understood the content of this page Yes ☐ Date: _____

Rules and Conditions Applicable to Hiring of the Hall cont'd...

AFTER THE FUNCTION

24. **Vacating Hall**

Overtime charges for use of the Hall beyond the time to which it has been engaged will accrue at the rate fixed by Tweed Shire Council and or Hall Management and must be paid by the Hirer, if the Hall is not vacated by all patrons within 30 minutes after the expiration of the booking.

25. **Cleanliness**

The Hall must be left by the Hirer in a clean condition and all goods, properties, or materials brought in by the Hirer or any person on their behalf, must be removed from the premises no later than the expiration of the booking, unless special arrangements have been made.

The Hall must be left clean and ready for the next user. This includes:

- Sweeping the floor, and mopping of any spillages.
- Wiping of benches and tables.
- No food or drink should be left in the refrigerator.
- Rubbish to be disposed of in the correct manner in bins provided. Recycle where possible. Any additional rubbish is the responsibility of the hirer to remove and dispose.
- Tables and chairs to be stacked and returned to the storage area.
- The outside area, including the car park to be free of litter.

Please report if the Hall was not found in a clean and tidy state prior to use.

The Hirer shall be required to provide a security deposit with the Booking Officer to ensure that the premises are left in a condition satisfactory to the Booking Officer, Hall Management, and Tweed Shire Council. *See Item 3.*

GENERAL

26. **Acceptance of Conditions**

Tweed Shire Council Halls are let on the rules and conditions abovementioned and the payment by any person of any sum by way of rental for any such Hall and the issue to any such person by or on behalf of the Council of any receipt for such sum, shall be deemed to be acknowledged and acceptance by such person of the conditions and stipulations herein contained.

Any engagement of any kind shall be subject to the terms and conditions herein, of which it shall be taken that the Hirer is aware.

27. **Authority**

The general administration and control of the Hall is vested in the General Manager of Tweed Shire Council who shall exercise absolute discretionary powers for the good order and control of such premises.

28. **Supervision**

The Hall Management shall have complete control and supervision over all means of ingress and egress and over the opening of the doors and the admission of the public, and the Hirer or their representative shall act under the Hall Management's direction in this respect. The Hirer or their representative and the ticket sellers must be in attendance at least an hour before the advertised time of opening the doors.

29. **Disputes**

In the event of any dispute or difference arising as to the interpretation of the agreement or as to anything therein contained or as to the meaning of any of the terms and conditions, the decision of the General Manager thereon shall be final and conclusive.

**Director Sustainable Communities and Environment
Tweed Shire Council**

Have you read and understood the content of this page Yes ☐ Date: _____