



This form must be completed and forwarded to Council with a copy of your Public Liability (minimum coverage must be \$20 million).

Email: \_\_\_\_\_council@lachlan.nsw.gov.au

**Phone:** 02 6895 1900 **Fax:** 02 6895 3478

Mail: PO Box 216, Condobolin NSW 2877

**In person**: 58-64 Molong Street, Condobolin NSW 2877

BOOKING LOCATION				
DATE				
TIME				
ORGANISATION				
CONTACT NAME				
ADDRESS				
CONTACT NUMBER				
EMAIL				
SIGNATURE				
Requirements from Council		YES	NO	
Bins				
Portable toilets				
Mobile Disabled toilet				
Fixed toilet facilities				
Ground maintenance before the event				

Other: (please specify if you need anything further)		

## **TERMS AND CONDITIONS**

These conditions of hire must be read by any person or person(s) hiring the premises for a private function or acting on behalf of any organisation, company or legal entity, hiring the premises. In lodging an application the applicant confirms they have read these conditions of hire and are responsible for verification of any or all conditions contained in this agreement as to their meaning and performance requirements.

- **1.Bookings**: Bookings will only be accepted in writing (email or otherwise) by the intended applicant, no less than 8 weeks prior to the event.
- 2. Council reserves the right to refuse the hiring of its venue without stating a reason for refusal. Council shall not be liable in any way for loss or damage caused by the exercising of this right.
- **3. Hiring Fees**: The hirer will pay to Lachlan Shire Council the relevant amounts specified in the Schedule of fees and charges for the date of the hire. If any payment due in advance is not made or honoured, LSC shall be at liberty to cancel the booking. Full payment and deposit to be paid a minimum of 48 hours prior to hire.
- **4. Casual/Regular/Seasonal Hire**: Applications for bookings are taken on an annual basis, for a 12 month block, from season to season during the year. Regular hirers should contact Council as soon as draws are confirmed, to arrange their bookings. Sporting clubs are encouraged to speak with other users to ensure there will not be clashes with draws, they will be based on a first booking preference. Regular hirers are to comply with the terms set out in these conditions. Applications for booking can be made as needed.
- **5. Cancellations**: Cancellations will only be accepted with more than 7 days' notice prior to the date of the event. Cancellations made after this time may incur a cancellation fee.
- **6. Excessive damage**: If there is damage, repairs or excessive cleaning required the hirer may be responsible for the full cost of all damage or clean up resulting from the hire.
- **7. Expulsion for breach and termination of function**: The hirer occupies the premises as a licensee and LSC reserves the right to expel person(s) or terminate the function due to any breach of the conditions of hire and/or misconduct by patrons, hirers and event crew.
- **8. Attendance of Hirer**: The hirer, or a nominated responsible representative acceptable to the LSC delegate, must be present in the premises for the duration of the hire period.
- **9. Provision and Sale of Alcohol**: If alcohol is to be consumed at an event the Liquor Act 2007 and Liquor Amendment Regulation 2016 must be adhered to. The hiring will not take place unless any required licence is produced. Refer to the Department of Industry (Gaming and Liquor for more information) <a href="www.liquorandgaming.nsw.gov.au">www.liquorandgaming.nsw.gov.au</a> notification is required to be sought and provided to Council.
- **10. Supervision of Children**: Without limiting the hirer's obligation to supervise patrons and event crew, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times whilst in the premises for their own safety and to ensure that they do not damage or interfere with the proper running of the venue.

- 11. Hirer's responsibility for patrons and event crew: The hirer is responsible for the orderly conduct and safety of all patrons and event crew on the premises during the hirer's period of occupation.
- **12. Smoking: Under NSW legislation smoking is prohibited in public buildings**, all Council buildings are a smoke free environment. Smoking is not permitted within the premises, however there is a designated smoking area close by. A copy of Council's Non Smoking Policy is available at <a href="https://www.lachlan.nsw.gov.au/council/council-policies.aspx.">www.lachlan.nsw.gov.au/council/council-policies.aspx.</a>.
- 13. Emergency Exits: All venue entry/exit points must be left clear and unobstructed at all times.
- **14. Public Liability Insurance**: Events held at Council's venues may require Public Liability Insurance. If insurance is required, incorporated bodies, sporting clubs/associations, commercial groups or commercial type bookings/contractors must provide a certificate of currency of their public and products liability insurance policies. The certificate of insurance in respect of the function/activity, for public and products liability insurance of not less than \$20,000,000, must be provided to Council prior to the event. The certificate must be endorsed by the insurer noting Lachlan Shire Council for its Respective Rights and Interests.
- **15. Waste**: The hirer is to ensure that all waste and waste by products are disposed of after the event has finished. Council provides garbage bins for collection of waste, if there are further bins needed, please indicate on the first page of this form what your requirements are.
- **16. Decorations, alterations and repair of damage**: Decorations may only be fixed to the approved hooks provided in the premises. No tape, blue tac, pins or other fixings are to be attached to painted surfaces. All decorations must be removed by the day and time specified in the Application, otherwise the cost of removal and any repair may be added to the hire charge. Alterations The hirer will not make any alterations or additions to the structure, fittings, decorations or furnishings of the venue unless previously approved by LSC. Repair of damage All damage must be reported to LSC immediately. The hirer shall be liable for all damage and shall pay the cost of repair of any damage caused to the premises which occurs during the period of the hirer's occupation of the premises.
- **17. Firearms and dangerous substances**: No pyrotechnics, firearms or inflammable liquids shall be brought into the premises unless previously approved by LSC as being necessary for the performance or function.
- **18. Other prohibited items**: The use of confetti, rose petals, rice and metallic sprinkles is not permitted within the venue or surrounding grounds. Animals will not be permitted in the venue with the exception of guide and hearing assistance dogs. Chewing gum is not permitted in the venue at any time.
- **19. Cleaning**: After your function the venue must be left in a clean and tidy condition. This includes returning furniture and equipment to their original positions, placing garbage into sealed bags and placed in garbage bins provided. The toilets are to be left dry, clean & tidy.

- **20. Removal of hirers' property at conclusion of hire**: All scenery, curtains, properties, goods and effects of the hirer must be removed from the premises by the day and time stated in the Application. Any such goods of the hirer left in the premises contrary this sub-clause may be held by LSC at the hirer's expense for a maximum period of 28 days. Items not collected within 28 days may be disposed of by LSC and any proceeds received from the disposal, less all related costs, may be returned to the hirer. LSC shall not be responsible for any loss or damage thereto. LSC shall not be the Bailee of the hirer. LSC agrees to provide the hirer with seven days' notice of any intended sale.
- **21. Lost property**: Hirers are not to enter the venue to collect (lost) property after the hire period. Any property found at the venue will be retained and may be collected by arrangement with the LSC delegate by the owner upon satisfactory proof of ownership.
- 22. Food Safety: For the safety and health of people attending the event it is recommended:
- □ Self-caterers be aware of the health guidelines for safe preparation, handling and serving of food at functions as per the temporary food licence guidelines set by the Food Authority of NSW. The Hirer is to ensure that their caterer is registered and follows NSW Health guidelines.
- ☐ The hirer shall provide copies of Food Safety Certificates if food will be for sale.
- **23. Keys**: Council will issue one set of keys to the hirer, which must be returned as instructed. If a key is lost, broken or damaged, a replacement fee will be incurred.
- **24. Late Key Return**: An additional 24hr hire charge will be incurred if keys are not returned by the time and date specified in the Event Application.
- **25. Emergency Contacts**: In the event of an emergency please contact 000, or for other matters phone Council's Administration Office on 02 6895 1900 during business hours or after hours call 0428 954 445.

I have read the Terms and Conditions and agree to comply with them. I declare that all information supplied by me is true and correct.					
Print name in full					
Signature of applicant		Date			