

**FRM-064 THE CANOPY HALL HIRE TERMS & CONDITIONS**

Document number:	FRM-064	Version:	1_2017
Author:	ADD&M	Review Date:	01/07/2020
Effective date:	01/07/2017	Responsible Officer:	CIM

Hall Hire Terms & Conditions

1. The Hirer is to pay the fee and/or bond shown on the quote and make payment within 28 days of booking the facility, with a minimum of 7 days in advance of the booking, in order to secure the booking.
2. The security bond will be returned up to 7 working days after the event, provided the Terms and Conditions are adhered to, the key has been returned and no damage to the facility is reported.
3. **Proof of identity in the form of a Driver's License or an alternative form of photographic ID must be provided at the time of booking. Hirers must be aged 18 years or older in order to hire a Facility and bookings by people aged under 25 for the purpose of social gatherings will not be accepted.**
4. The Hirer must ensure all music and noise levels are kept at an acceptable level (including entering and leaving the premises), music must cease at 10:30pm and the facility vacated by midnight. The security bond may be forfeited if complaints are received regarding excessive noise or non-adherence to these times.
5. Use of the hired area/s, including set-up, pack-up and clean-up is only provided during the booked hours and sufficient time must be allocated within the booking for these. If The Hirer is found to be at the facility outside of their booked times the will found to be in breach of this agreement and charged for the additional use.
6. The Hirer must ensure there is no smoking inside the Facility or in playground areas. Any persons smoking outside the building must be at least 10 metres from doors and windows of the building, preventing smoke entering the facility.
7. Use of smoke machines and naked flames (such as candles, camping stoves etc) is not permissible within the facility. If the smoke alarm system is activated as a result of the hire and NSW Fire Brigade attend the Hirer will be responsible for any resultant costs.
8. No animals shall be permitted in the Facility except animals trained to assist people with a disability in accordance with the Companion Animals Regulation 2008. The Hirer may be granted approval to permit animals in the Facility grounds subsequent to additional conditions of hire.
9. The Hirer must ensure the facility is clean and left in a tidy condition before vacating the facility at the end of the time of hire. This includes sweeping and mopping floors, wiping down furniture and, where the facility includes a kitchen, wiping the bench tops, wiping the stove and other equipment, emptying and cleaning the dishwasher and removing all foodstuffs from the fridge and freezer.
10. Hirers must remove all rubbish and bottles from the facility at the end of the time of hire unless a waste levy is paid (where required) sufficient to dispose of all rubbish in the allocated bin space. Any rubbish that does not fit in the bins it to be removed by the hirer and disposed of at their own cost.
11. The Hirer is responsible for setting up, clearing down and packing away all tables and chairs. All tables and chairs must be returned to the areas that they are retrieved from.
12. **The Hirer must obtain a Liquor License from the Office of Liquor, Gaming and Racing when alcohol is to be sold at the facility. Any such license must not be sought without prior written consent.**
13. **The Hirer must advise Police of the time, date and location of the event at a Community Facility when alcohol is not sold but provided by The Hirer or participants and agrees that consumption or service of alcohol will not be in breach of the Liquor Act 20017 or any other license issued thereunder.**
14. The Hirer must provide licensed security at the facility and/or increased bond if the event for which The Hirer is using the facility is assessed as having an increased risk to the facility or its surrounding environment.
15. Venues within the Newcastle City Council LGA are not available for hire for the purpose of conducting 18th birthday parties, 21st birthday parties or parties for other similar ages.
16. Hirers who are found to be falsely stating the nature of their event may be subject to booking cancellation and forfeiture of the security bond.
17. The Hirer must follow legal guidelines for Food Handling, if food is to be prepared or sold at the facility.
18. Hirers are responsible for turning off facility lighting, securing all windows and doors and arming the alarm (where provided) before vacating the Facility at the end of the time of hire. The Canopy reserves the right to recover costs from The Hirer if any damage or loss occurs as a result of failure to secure the facility.
19. The Hirer must pay any costs incurred for cleaning, repairing or replacing any part of the premises, its fixtures, fittings or equipment damaged or destroyed during the hire period. These costs will be automatically deducted from the security bond and an invoice raised for any costs above and beyond this figure. We encourage all hirers to take

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photographic evidence of the facility pre and post hire to assist in determining the condition of the premises.

20. Access instructions are to be used by The Hirer only and not passed on to any third parties. The Hirer is to return the keys for the facility (if issued) to The Canopy at the earliest opportunity on the next business day following the hire period. In the event the keys are lost, The Canopy will invoice The Hirer as per the pricing policy to recover the costs of replacing keys and change of locks if required.
21. The Hirer accepts full responsibility for any loss or damage to any personal property (including money, jewellery and credit cards); and property on hire or loan, which is in the facility in connection with or because of its hire.
22. The Hirer accepts responsibility for the facility grounds and surrounding environment, as the bond also covers these areas when hiring the facility. All rubbish from the function must be removed from the surrounding grounds and gardens.
23. The Hirer accepts full responsibility for damage or injuries to third parties (outside the group) as a result of willful misconduct by the Hirer or a member of the group.
24. The Hirer accepts responsibility for ensuring that members of the hire group not engage in illegal activities whilst at the Facility and agrees to cover any remedial costs that result from such activities should they occur.
25. Incorporated associations, sporting clubs or regular constituted group Hirers hiring more than ten days per annum for facilities within Lake Macquarie City Council LGA or twelve days per annum for facilities within Newcastle City Council LGA must provide public liability insurance for a minimum sum insured of \$20,000,000 as well as a policy for loss or damage to any property brought to or left at the facility. The public liability insurance policy must indemnify The Canopy Incorporated, Newcastle City Council and Lake Macquarie City Council (where applicable).
26. Contractors who are engaged by The Hirer (ie decorators, entertainers, security etc) are required to hold public liability insurance for a minimum sum insured of \$20,000,000 as well as a policy for loss or damage to any property that they bring to the facility.
27. Cancellation Fees – the full usage fee will be charged for bookings cancelled with less than 48 hours’ notice. Fifty percent of the usage fee will be charged for bookings cancelled with 48 hours to one week’s notice.
28. A casual Hirer must ensure any private electrical appliance used at the Community Facility is tested and tagged.
29. Regular Hirers who purchase electrical appliances with their own funds for use at the Community Facility must ensure a licensed electrician inspects and tags those electrical appliances annually.
30. All hazards and/or incidents must be promptly reported to The Canopy by emailing bookings@thecanopy.org.au
31. For emergency after hours assistance please contact The Canopy’s after hours bookings contact on 0438 683 581. Please note that this service is for help with alarm codes or hall entry and genuine emergencies only. Calls for purposes other than these will result in a \$50 call fee deducted from The Hirer’s bond.

Breach of Terms

- Any breach of the above terms entitles The Canopy to terminate the agreement and to require the immediate vacating of the Facility.
- The Canopy shall be entitled to apply the whole or any part of the bond to remedy any breach of this agreement and demand from The Hirer any balance owing to it on behalf of the The Canopy, if the bond is insufficient to meet the cost of remedy.
- The Canopy shall be entitled to recover from The Hirer the cost of remedying or rectifying any breach of the agreement including legal and court costs of such recovery.

**I, the abovementioned Hirer, agree that I have read the Hiring Conditions and agree to abide by them.
I hereby certify that the information supplied in this application is correct to the best of my knowledge.**

Print Name:

Signed:

Date:

Email: bookings@thecanopy.org.au

Ph.: (02) 4908 1140

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