



# CONDITIONS FOR THE HIRE OF THE BUNDANOON SOLDIERS' MEMORIAL HALL

## **AGREEMENT**

These conditions form the contract between the Hirer and the Bundanoon Community Association Incorporated (BCA). "The Hall" refers to the Bundanoon Soldiers' Memorial Hall 1-3 Railway Avenue Bundanoon NSW 2578.

Hiring the Hall constitutes agreement by the Hirer to these conditions.

The Hall will be made available as best effort for the hirer. Occasions may arise where the hire must be postponed or cancelled by the BCA whether through circumstances beyond our control or an error on our part. This risk is assumed by the Hirer and the BCA will not be responsible for consequential losses only for the refund of the Hall Hire charge and bond.

No part of this agreement can be altered without the written authorisation of the Hall Booking Officer.

On days of catastrophic fire danger declared for Wingecarribee Shire the Hall will not be available for use unless agreed with the Hall Convenor.

The schedule of hire rates will be provided by the Bundanoon Community Association through the Booking Officer.

No fees will be waived or reduced unless a written request is considered by the Bundanoon Community Association through the Booking Officer and approved by the BCA Committee.

## **AGREED ACTIVITY**

The hirer agrees to use only that part of the facility and equipment nominated on the Hall Hire form for which the fee has been paid.

The hirer must state the nature and type of activity; any activity outside this agreement will require another agreement.

Any permits are the responsibility of the Hirer.



It is a requirement that all hirers conduct a pre-use and after-use inspection of the facility.

## **PAYMENT**

A bond and deposit are to be paid in advance of hire of the facility. Fees should be paid in advance.

Reimbursement of the bond is subject to the facility being left in a clean and tidy state. A charge of \$50.00 will be deducted from the bond if the Hall key is lost or damaged by the hirer.

A regular hirer making application for seasonal /annual / term use must nominate commencement and finishing dates and times.

Sub-rental by hirers, which have been allocated the use of the facility, is prohibited. A hirer may not assign this agreement or part with possession of the facility under any circumstances.

A booking is not confirmed until payment IN FULL (or an agreed deposit) has been made.

Where exclusive use of the hall across multiple periods is required, the hire charge will include the full period including times in between. For example, to reserve the Hall for two hours on Friday afternoon and leave it set up for an event on Saturday afternoon, the hire period will be the total number of hours from the start of the hire until the end of the hire. This must include setting up and packing down time. There is no additional discount rate for this.

The hirer must give fourteen (14) days' notice of cancellation. Otherwise, full payment must be made.

## **INSURANCE**

The Hirer must maintain or hold a Public Liability Insurance Policy for a minimum of Twenty Million Dollars (\$20,000,000.00) *that covers the proposed activity*.

A Certificate of Currency for the Insurance must be provided fourteen (14) days prior to the use of the facility.

## **SAFETY**

The Hirer is responsible for conducting and providing a risk assessment to the Booking Officer to indicate the activity and facility have been considered and risks identified and where possible removed or reduced to an acceptable level. The responsibility for identifying and addressing risks rests with the Hirer.

It is the responsibility of The Hirer to ensure that all persons participating in an activity conduct the activity in an appropriate and responsible manner in accordance with any rules governing the activity and not expose themselves and other persons using the facility at risk of injury or ill health.

Hirers must familiarise themselves with the items listed below when arranging an event at this facility and advise those attending the event of the following:

- Safe access and egress points
- Emergency exits, evacuation plan.
- In case of fire or other emergency call 000.
- The location of fire extinguishers and hose reel.

The use of smoke effects and/or pyrotechnics is prohibited within the facility. No-one is permitted to interfere with the smoke alarms, fire alarms, fire exit signs or emergency exit doors.

The hirer must report to the Booking Officer all major / critical / serious incidents no later than 24 hours after the incident has occurred.

Any item/s assessed by the Hirer as unsafe must not be used and must be reported to the Booking Officer or Hall Convenor as soon as practical.

All portable structures must be used in accordance with manufacturer's instructions / guideline, any SafeWork NSW requirement and be approved prior to their use by the Booking Officer.

All electrical equipment must be tagged or otherwise comply with SafeWork NSW requirements.

## **DAMAGE**

The Hirer is responsible for any damage to the premises and its contents. Damage must be reported to the Hall Convenor or Hall Hire Officer. Where the cost of the damage exceeds the bond, the Hirers agrees to pay to repair or replace the damaged item/s.

## THE FACILITY

The capacity of the facility is limited to maintenance of safe ingress and egress for all attendees.

Smoking is prohibited in the facility.

Nails, screws, or fastening devices are not to be used anywhere in the facility. There are covered pinboards that may have items attached by Velcro or pins.

Adhesive materials including Blutac are not to be used on walls or floor.

The setting up of tables and chairs is the responsibility of the hirer as well as returning them to allocated storage areas. Tables must be carried above the floor to position. Chairs must be moved using the chair trolley.

Crockery and glasses are provided without charge. All must be washed, dried, and replaced.

Under NSW Plastics and Circular Economy Act (2021), single-use/disposable plastic crockery or cutlery cannot be used as part of a hire.

Hirers must report any faulty equipment to the Booking Officer.

All music must be kept at a reasonable level at all times of day/night.

Users of the stage sound equipment must return it to the sound cupboard.

The Bundanoon Community Association will not be held responsible for the damage or loss of equipment brought and / or left on the premises.

The Hall must not be occupied between midnight and 7am.

## LEAVING THE HALL

- All floors are to be swept clean after use.
- All rubbish, including that from kitchens is to be placed in the Red Bin.
- All recyclables to be placed in the Yellow Bin.
- No rubbish or recycling is to be left beside the bins. Excess rubbish must be removed.
- All chairs in the main hall are to be stacked as per the guide in the chair store using the trolley.
- Users of the kitchens must wipe down the benches and mop the floors.
- Users of the urns must empty them and return them to the bottom kitchen.



- Users of the refrigerators and freezer must wipe them out, switch them off, and prop them open.
- All cleaning equipment is to be returned to the stair area racks.
- Before leaving the facility turn off all lights, heating, fans, air conditioning.
- Lock all doors securely.
- Any damage or breakages reported to the Hall Hire Officer.
- Key/s to be returned to lock box.

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