

## Cabarita Beach Sports Centre - Regular Use

### Application for Hire

#### Terms and Conditions of Use

- Bookings** - Completed applications must be submitted a minimum of ten weeks prior to event. Approval will not be issued until the relevant fees and bond are paid. Submission of application and fees does not grant approval.
- Right of Refusal** - Council clearly reserves the right in its absolute discretion to refuse to accept any booking or to cancel any booking already made and shall not be liable in any way for any loss or damage. Where a cancellation occurs that is not as a result of the applicant or his/her actions, then all fees paid will be refunded.
- Liability of Hirer** - All bookings are accepted conditionally upon compliance by the Hirer with requirements of the Theatres & Public Centres Act and Regulations there under, the Entertainments Tax Act and Regulations there under or any other relevant Act or Regulations, conditionally also upon the Hirer being responsible for any claims legally payable for Copyright Fees or Performing Rights.
- Hire Fees** - Refer to Council's website: <http://www.tweed.nsw.gov.au/FeesAndCharges> for current fees and charges.
- Regular Hire** - Applications must be submitted every six months and a minimum of six weeks prior to use. Payment Can be made at the time of application. Allow six weeks for invoicing. Invoices must be paid prior to usage for that month. Late payment will incur interest and cancellation of access. Days of NON-USE will be charged unless included in the Dates of Exclusion section on the application (ie public holidays). Any other dates require two (2) weeks written notice otherwise normal fees will apply. Council must be notified of any changes to contact details immediately.
- Insurance** - A current Certificate of Currency for Public Liability insurance to a minimum of \$20,000,000 is required. The insurance must be in the joint names of Tweed Shire Council and the insured (applicant) and list the activity being insured. All policies should list Council as an interested party and should include a "Cross Liability" clause and preferably a Waiver of Subrogation and an Indemnity/Hold Harmless Clause.  

The insurance must remain current during the period of hire. If the policy expires a copy of the new policy must be submitted to Council immediately for your approval to remain current. The approval will expire at the time of the insurance if the renewal is not received, regardless of fees haven been paid.
- Special Facilities** - The Hirer is responsible for the setting up and dismantling of tables and chairs, if used. A first aid kit **must** be supplied by the Hirer.
- Kitchen** - Current Health and Hygiene Standards of all food handlers must be complied with at all times. Food safety practices are the responsibility of the Hirer, or any person or caterer in their employ. The kitchen must be left in a clean and hygienic manner. Ensure that all catering activities comply with the Food Safety Standards 3.1.1, 3.2.2 and 3.2.3. These standards are available from Councils Building and Environmental Health Unit <http://www.tweed.nsw.gov.au/FoodBusiness>.
- Smoking** - No smoking is permitted in the Cabarita Beach Sports Centre as per Council's Policy and State Regulations and includes an area extending three (3) metres externally from any door or window opening.
- Electrical Equipment** - No connection to or interference with the electrical installation, lighting, fittings or other equipment will be allowed without the written permission of Council. All electrical leads and electrical equipment supplied by the Hirer must be currently tested and tagged by a licensed electrician.
- Decorations** - No nails, tacks, screws etc. may be placed in the walls, floors, furniture or fittings of the Centre. No decorations are to be attached to the fans. All decorations and their fixing agents must be removed from the Centre after use, and the Hirer is responsible for the removal of all waste and unused materials after the function.
- Tables** - The hirer must provide suitable tablecloths (not paper) when use of the tables is required.
- Alcohol (functions "selling" alcohol)** - Written permission is needed for Tweed Shire Council to permit the selling of alcohol. Approval for hire must be obtained by the Office of Liquor, Gaming and Racing [http://www.olgr.nsw.gov.au/liquor\\_home.asp](http://www.olgr.nsw.gov.au/liquor_home.asp). Approval of Hire letter will state conditions of selling alcohol and a copy is to be submitted with your Limited Licence - Single Function application.
- Alcohol General** - The hirer is to comply with the Responsible Service of Alcohol (RSA) at all times and RSA principles where alcohol is consumed on-site, whether the alcohol is supplied or purchased.
- Function Security** - Security is the Hirer's Responsibility. The Hirer is responsible for the event and all attendees. The Hirer is required to provide at least one attendant per one hundred (100) persons attending and such attendant to be capable of maintaining order at the function.

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- Noise** - There will be no amplified music permitted and all noise to cease in the centre by 12 midnight.
- Objectionable Items** - The bringing into the Centre or the use therein of confetti, chewing gum, rice, fireworks, straw or bales of hay or any other articles deemed by Council to be objectionable or illegal is prohibited.
- Objectionable Behaviour** - The facility shall not be used for entertainment of any sort involving adult restricted activities by the hirer, guests or entertainers eg R-rated activities.
- Damage** - Any breakages and/or faulty equipment should be reported **immediately** to Council. Any damage or breakages of furniture, fittings, plants or gardens, kitchen appliances, or any other item within the centre caused by the hirer or attendees, must be paid for in full by the hirer. It is required that all equipment will be returned to its original place and the facilities will be left clean and tidy.
- Disorder** - The Hirer shall be responsible for the maintenance of good order during the period of the booking, and will not permit or suffer anything to be done which is disorderly or offensive to religion or morality.
- Council's Liability** - Council shall not be responsible for any injury, loss or damage to the person or property of the Hirer, or any person in their employ or under their direction or any person attending any function organised by the Hirer of the venue.
- Vacating Centre** - The Centre is to be vacated by the hirer and all attendees within fifteen (15) minutes after the approved hours of operation. There is a 12 midnight curfew.
- Cleanliness** - It is the Hirers responsibility to clean all areas of the hall, kitchen and toilet facilities including the Floors, walls, tables, chairs, fridges, microwaves, oven, sink, toilet facilities etc. The Hirer must supply all cleaning materials. Any items brought in by or on behalf of the Hirer must be removed from the premises no later than the approved hours of operation.
- Deposit/Bond** - A bond will be required for the hire of large events, social functions and private parties and if alcohol will be consumed on the premises. The bond fee is based upon risk of use and to ensure that the premises are left in a clean and satisfactory condition to Council. The bond is conditionally refundable to the Hirer after an inspection of the premises. The Hirer is to submit the Application for Refund of Bond Against Hire Damage form for consideration of a refund. To ensure a full refund all areas must be cleaned thoroughly and no damage has occurred.
- Acceptance of Conditions** - Submission of the application form is acknowledgment that as the applicant you have read and understand the Terms and Conditions of Hire and that you agree to abide by the Terms and Conditions in the use of the facility.
- 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.

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(OFFICE USE)			
<b>HireCabaBeachSportsC</b>			<b>BondCommPark&amp;Events</b>
Hire Fee: \$ <input type="text"/>	Bond: \$ <input type="text"/>	Receipt No: <input type="text"/>	Date: <input type="text"/>

**A1. Applicant Details (Must be 18 years or over)**

Organization Name:

ABN:

Contact Name:

Postal Address:

Suburb:  State:  Post Code:

Telephone:  Mobile:

Email:

**A2. Booking Details**

Application is hereby made for:

Hall Hire - Regular Booking (ie exercise groups)

Day  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Usage Requirements  Hourly  Half Day  Full Day  Other  Hrs

Start Time  Finish Time  Attendees

Half Yearly applications required  July - December  January - June

Start Date  Finish Date

Please include dates of non-use (ie Public holidays, class breaks etc) otherwise charges will apply

**Exclusion Dates**

Check to request monthly invoicing to be paid in advanced, otherwise on invoice for full six (6) months will be issued.

- Failure to pay prior to use will result in cancellation of access
- Check Council's Fees and Charges for current rates <https://www.tweed.nsw.gov.au/FeesAndCharges> for every application
- Payment must be made prior to use and can be made upon application
- Ensure dates of non-use are advised on application otherwise invoicing will occur and payment will be expected.
- Two (2) weeks written notices is required for any cancellations otherwise normal fees apply.

Type of Use: ie Fitness class (and type), courses, training, Self-development etc with description

**A3. Applicants Declaration**

I acknowledge that a copy of the Terms and Conditions of Hire has been supplied to me and by signing this declaration I will undertake to abide by the Terms and Conditions of Hire at this facility and take full responsibility for all attendees related to my booking.

I understand that if the information is incomplete the application may be delayed or rejected and that all fees are to be paid within the designated timeframe prior to issue of the approval.

Applicants Name (please print)

Applicants Signature  Date

Insurance Attached - a minimum of \$20,000,000 in the name of the applicant for the specified activity.