

City of Ryde



APPLICATION AND CONDITIONS FOR HIRE

BRUSH FARM HOUSE

Please **print** all information and tick or circle appropriate information

Hirer's Details

Organisation (full name) _____

Contact _____

Position _____

Postal Address _____

Home telephone _____ Work telephone _____

Mobile _____ Fax _____

E-mail _____

Please choose from the following hire options:

Hire Options	✓	Hire Options	✓
Forster Room (Hall)		Bride and Pettit Room	
Carpenter Room		Wallumetta Room	
Blaxland Room		Brush Farm House Gardens	

Description of Activity _____

Date of hire _____

Time of hire: From: _____ To: _____
(Includes set up and pack down time)

PRIVACY NOTICE

In completing this form you will be prompted to supply information that is personal information for the purposes of the Privacy and Personal Information Protection Act 1998. The supply of this information is voluntary. If you cannot provide, or do not wish to provide the information sought, the Council may be unable to process your request.

Council is required under the Act to inform you about how your personal information is being collected and used. If you require further information please contact Council's Customer Service on 9952 8222 and ask for an information sheet to be forwarded to you.

SUPPORTIVE DOCUMENTATION FOR CATEGORY 2, 3 and 4 HIRERS ONLY

The definitions for Category 2, 3 and 4 hirers are contained in the 'Explanatory Notes – Community Life – Venue Support' of the City of Ryde Fees and Charges Schedule.

Supportive Documentation is required by groups at the time of application to confirm the location of the group is in Ryde and / or the activity targets more than 60% of the Ryde residents.

This documentation could include:

- Funding agreements
- Funding acquittals
- Annual Reports
- Membership lists (with postcodes r suburbs)

Where groups do not have the above information they can sign a statement advising that this criteria is met (Statutory Declaration form).

PLEASE NOTE: Council will automatically cancel a booking due to non-disclosure or the supply of incorrect or misleading information. Any money paid will be held by Council to cover administration costs.

GENERAL INFORMATION

1. **Approximate number of people to attend** _____

2. **IT IS / IS NOT proposed to connect or use, electrical installations, lighting equipment, the sound system, fittings or other appurtenances of Council. Please list any equipment to be connected or used**

3. **Please list any items to be sold** (items can only be sold subject to any conditions which may be imposed by the General Manager in giving consent)

4. **If tickets are to be sold for the event please detail ticket price** (tickets are not permitted to be sold at the venue during the hire period)

5. **Describe all advertising of the hiring which is proposed**

6. **Please list any equipment, furniture and the like that will be brought to the venue for the hiring and requires written approval from the General Manager before the hiring**

7. **If Council chairs and tables will be used, please list the quantity and indicate how tables will be covered** (if you require Council to set up and break down the venue, additional fees and chargers may apply)

8. Describe any entertainment that will be provided during the hiring including any special effects

9. The kitchen WILL / WILL NOT be required for cooking purposes. If used please provide details:

- Purpose of catering

- Name of caterer

- Phone number of caterer

10. I enclose the following amounts to cover (includes GST) **NOTE: Incorporated Bodies, Sporting Clubs or Associations of any kind or profit making / commercial activities cannot be covered through Council's insurance arrangements and must produce their own cover as set out in the Conditions of Hire.**

- Bond: \$ _____
- Hall hire fees: \$ _____
- Security chargers: \$ _____
- Insurance contributions: \$ _____
- Other: \$ _____

TOTAL: \$ _____

CONDITIONS OF HIRE

The following conditions of hire apply to use of the venue.

If your Application to Hire is successful the applicant will be required to initial each page of this agreement.

1. Venue Hiring Charges

The hirer will pay to the Council the fees, charges & bonds as specified, being:

- The fees and charges set out in the Councils "Management Plan – Fees and Charges Schedule" for the hiring and for other services and facilities associated which is payable by the hirer at the time of booking.
- The cleaning & damage bond; which will be used by the Council to compensate or reimburse the Council for costs or expenses incurred by the Council in respect of or as a consequence of the hiring, including but not limited to cleaning costs and repairing or replacing damage. The Council will account to the hirer for any balance of the bond after all such costs and expenses have been met or provided for.
- Insurance charges (if applicable).
- Additional charge per call out should emergency security be called due to noise or any other disturbance from users of the Venue.

2. Deposit & Balance

The hirer acknowledges that if any monies including deposit bonds are not paid by the due date, the hiring will not be accepted and the Council shall be entitled to relet the Venue. The hire charge and all other monies payable by and on behalf of the hirer under this agreement are inclusive of Goods and Services Tax (GST). Liability for GST (payable in respect of any taxable supply) is additional should the cleaning & damage bond be called upon.

The Council may hold the deposit and / or bond until such time as it inspects the Venue after the hiring which inspection must occur within 2 working days or before the next use and if the obligations under of the Hiring Conditions have not been fulfilled, apply the deposit / bond to rectify such failure before refunding any balance to the hirer.

3. Use of Venue

Application for hire of the Venue must be made in writing by a person over the age of 21.

Brush Farm House is a Cultural and Heritage Centre and as such 18th and 21st birthday parties are not permitted on the premises.

The hirer shall ensure that all directions as to safety, given by any responsible officer of the Council, are observed.

Immediately after the hire period the hirer and his / her caterer will be permitted by the Council to use the Venue for 1 hour for the purpose of carrying out any cleaning that has arisen during or due to the use of the Venue.

The General Manager of the City of Ryde shall have full authority and discretion to cause the doors of the Venue to remain closed or to cause the doors to be opened for the admission of the public at any time. No liability or responsibility shall attach to the Council or its officers as a consequence of any action by or pursuant to a direction of the General Manager under this condition.

If applicable for the hiring the Council will give to the hirer the key to the Venue and the hirer will and in a proper manner open and set up the Venue for the hiring and after use clean, restore and secure the Venue exactly as they found it. The key to the Venue must be returned to the Council the next working day after the hiring (except for regular hirers).

If a key or security card is lost, Council must be informed immediately. The hirer will be responsible for the cost of the change of the locks and the cost of reissuing new keys to all regular hirers.

Should Council determine a static security guard is required to be in attendance for the duration of the event the hirer will be notified and the charge in the Management Plan will be applied. A security guard may be required for one off casual hirers or in the event Council determines that the need is necessary.

The General Manager shall:

- Decide what services, staff or accompaniments to a hiring are to be provided, and
- Decree what shall occur in circumstances connected with or involved in a hiring which are not provided for herein including the right to cancel a hiring forthwith and without notice; and any decision, resolution or decree made by him shall be at his discretion and final and binding on the hirer and the Council.

The General Manager or representative may refuse permission to any person to enter the Venue.

No items can be sold at the venue without the written permission of the General Manager or representative. Any requests to sell any items must be in writing and must state all items to be sold including the selling price.

The hirer must not use any amusement devices as defined under the Local Government Act 1993 (eg: any machine, plant or device that could affect public safety), without written approval from the General Manager.

Connection to or interference with electrical installations, lighting equipment, sound system, stage fittings or other equipment, and the use of any apparatus for broadcasting without the written permission of the Council is prohibited.

Furniture and other contents of the Venue are not to be removed from their usual positions without reference to and permission from the Council's representative.

If any entertainment is proposed as part of a hiring, details and a description are to be submitted to the General Manager for approval prior to the hiring.

The hirer is not permitted to use any part of the concourse, colonnade or pavement area outside of the Venue other than for normal pedestrian access.

Smoking is prohibited inside any venue.

Candles are permitted only when concealed within a glass receptacle. Candles may be used for religious ceremonies and must be directly supervised by the hirer of the Venue.

4. Cleaning

The Venue and its surrounds must be left in a clean condition and all goods, property and materials brought in for or connected with a hiring must be removed from the Venue not later than 60 minutes after expiration of the period of the hiring or within such other period as may be agreed. The hirer shall leave the Venue clean and all surfaces wiped clean at the conclusion of a booking. All floors are to be swept and kept clean at all times, in particular spillages are to be cleaned as they occur.

The kitchen and all equipment is to be completely cleaned by the hirers on completion of cooking and the hirer is to provide their own cleaning equipment and cleaning detergents.

All waste is to be bagged and removed by the hirer of the facility and removed on completion of the use of the premises. No waste is to be disposed of in bins either in or around the area of the Venue.

5. Insurance & Indemnity

Indemnity: The hirer will at all times in the future keep indemnified Council and each of its agents and representatives against all actions, proceedings, losses, claims, demands, expenses and costs in respect of or arising out of the hiring or use of the Venue. The hirer will occupy and / or use the Venue at his / her own risk.

Insurance: The hirer shall take out and keep in force, public liability insurance cover noting the interest of City of Ryde Council, for not less than \$20,000,000. Details of such cover are to be submitted with payment of the hire fees.

Any hirer who is unable to effect or take out such insurance will notify the Council of such inability at the time of application to use a Venue. In this event, Council may be able to provide public risk insurance of \$20,000,000 for designated casual hirers. Such insurance will include a \$2,000 excess which must be paid by the hirer in the event of a claim arising.

The provision of insurance by Council is subject to the following. *Incorporated Bodies, Sporting Clubs or Associations of any kind or profit making / commercial / money raising activities cannot be covered through Council's insurance arrangements and must produce their own cover.*

6. Hirers Employees & Agents

All persons engaged or employed by the hirer in connection with the Venue hiring must comply with the provisions of this Agreement, and the hirer agrees to accept responsibility for any failure on the part of his or her agents, employees and contractors to observe and comply with these provisions.

The hirer shall be responsible for any demand, claim or action taken or brought by any person carrying out work for or on behalf of the hirer and indemnifies the Council in respect thereof.

7. Access

If any hirer enters the Venue before the agreed time or the Venue is not vacated by the agreed time (unless the hirer has written approval from the General Manager to operate outside of the Venue's core hours) any patrons and the hirer will be deemed to be trespassing and the appropriate authority's will be called.

If an event starts before the agreed time or goes beyond the agreed time **or after 10.00pm** on any night or weekend a charge per call out, after investigation, will be applied to cover security and administration costs.

8. Cancellations & Transfers

A. Cancellation by Client

Unless otherwise stated, all cancellations for Category 1 casual hirers attract a fee of 25% of the original charge, plus a percentage of the fee equal to the percentage of the process completed. Category 2, 3 and 4 are required to provide a months notice of any date changes.

B. Cancellation by Council

The Council may at any time before the use of the Venue, cancel the hire of the Venue by giving written notice of such cancellation to the hirer. If the Council cancels the hire pursuant to this contract, all monies paid will be returned to the hirer. The Council is not liable to the hirer for any loss or damage incurred by the hirer as a result of such cancellation.

C. Termination for Breach

If, at any time, the hirer is in breach of any term of these conditions, Council may, in Council's absolute discretion, cancel the hire of the Venue by giving written notice of such cancellation to the hirer. Should the hire of the Venue be cancelled pursuant to this clause, the full Venue hire amount will be payable by the hirer plus any additional costs incurred by Council.

D. Refusal of application

The Council expressly reserves the right at its discretion and without stating a reason to refuse to accept any hiring and the Council shall not be liable in any way for any loss or damage occasioned by the exercise of this right.

E. Force Majeure

If the hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this agreement and the risk of frustration is to be borne by the hirer.

The term "force majeure" means an act of God, a strike, a lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

9. Alcohol

The hirer shall not bring nor cause or permit to be brought into the venue any alcoholic beverages unless approval of the Gladesville Licensing Police (Ph: 02 9879 9699) has first been obtained and evidence thereof presented to the Council not later than one week prior to the hiring. Even if approval has been obtaining from the Licensing Police, alcoholic beverages including beer shall not be brought into the venue in containers having a greater capacity than 81 litres.

The hirer will comply at all times with the responsible and safe service of alcohol legislation, in particular the aspects relating to under age and intoxication provisions.

If a function of any other licence under the Liquor Act 1982 or any other relevant legislation is required for a hiring, the hiring shall not take place unless the required licence is produced to the Gladesville Licensing Police and the Council not less than one week prior to the hiring, No alcoholic beverage shall be sold during a hiring without an appropriate liquor licence.

10. Tickets

Tickets are not permitted to be sold at the Venue or in association with the use of the Venue at any time or for any event without written consent from the General Manager.

11. Crowd Control

The hirer shall be responsible for all that occurs during a hiring. If the hirer is compromised or is absent at any time; the hirer shall appoint a representative to be responsible jointly with the hirer. The appointment and identity of any hirer’s representative shall be made known to the Council before the event.

The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed. The placing of furniture, boxes or any other item or structure within 2 metres or within the areas of the exits as marked on the floor of any opening is prohibited.

The hirer shall ensure that all directions as to safety are observed by the users of the Venue. The hirer will read the Emergency Procedures Document on display in the Venue before commencing any activities and will comply with them should an emergency occur.

In the event of an accident or emergency, the hirer shall contact emergency services and Council’s representative.

The hirer shall be responsible for ensuring the maximum number of people at Brush Farm House does not exceed:-

	Dinner or Dance	Meeting or Concert
Forster Room (Hall)	70	70
Ground Floor	73	73
First Floor	50	50
Brush Farm House Garden	450	800

The hirer of this Venue shall ensure that patrons are not to congregate outside the grounds of the premises at any time. They are not to queue for entry or on leaving the premises, and are to proceed to vehicles or public transport immediately.

The hirer shall be responsible for ensuring the proper conduct and dress standard of patrons and shall be required to:

- a) Contact the appropriate authority of any intoxicated persons attempting to enter the Venue,
- b) Decline entry to persons who are not invited to or are inappropriately dressed for the function,
- c) Prevent food and drinks being brought into the Venue with the exception of food and drinks that the hirer has provided as part of their use of this facility,
- d) Stop any drinks and glassware leaving the Venue (even bottled water) that have not been provided by the hirer,
- e) Request patrons leaving the Venue to do so quickly and quietly.

The hirer will not cause or permit any disorderly conduct in the Venue or its surrounds.

The premises and operations will be conducted in such a manner as not to interfere with or materially affect the amenity of the neighbourhood by reason of noise, vibration, smell, fumes, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise.

At all times the hirer is to consider the amenity of the local residents in this approval.

Should any incident occur on site, the patron responsible for the hiring of the premises is to provide full details to Council within 24 hours in writing.

Where guests are under the age of 21 Council requires assurance that there will be a ratio of 1 one adult over 21 years of age to every 10 guests under 21 (with the exception of school concerts or similar events). The adult supervisors must be capable of maintaining order at the functions. Failure to provide this ratio of supervision may result in forfeiture of all or part of bond regardless of damages caused.

12. Copyright

The hirer warrants that he / she will observe all the provisions of the Commonwealth Copyright Act and will pay any royalties due under that or any other Act which may become payable during or as a consequence of the hiring. The Council reserves the right to cancel the hiring and use of the Venue where it appears that this condition will not be observed.

The hirer will obtain any necessary or appropriate approval from the appropriate authority for any activity or performance to be held in the Venue during the hiring and shall indemnify the Council against all actions, claims, demands, costs, expenses, fines, penalties and forfeitures arising out of any breach of this condition.

No cinematography, projector or the like shall be operated in the Venue or any section without the permission of the Council. The hirer shall at their expense provide such protective apparatus and appliances as may be directed by any responsible officer of the Council.

13. Additional Facilities, Equipment & Services

Equipment, furniture and the like must not be brought into the Venue without the prior approval of the General Manger and must be carried over, not dragged along the Venue floor.

The brining into the Venue or the use therein of confetti, chewing gum, fireworks or any other articles deemed by Council to be objectionable is prohibited.

Matches, cigarettes, cigars, etc. shall be deposited only in receptacles provided and not elsewhere.

14. Child Protection

Insofar as it is relevant to the hire, the hirer warrants to Council that it:

- has or will, at all times that are relevant to this agreement comply with all of its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as "the Child Protection Legislation" and, in particular, will comply with those obligations during the term of this Agreement;
- does hereby, and shall forever, indemnify the Council from and against all claims, demands, actions and suits (and costs thereof calculated upon an indemnity basis) arising out of a breach by the hirer of any of its obligations under the Child Protection Legislation and / or any of the warranties herein contained;
- it will comply with all of the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.
- he / she is not a prohibited person within the meaning of the Child Protection Legislation; and
- insofar as it is aware, none of its existing employees are prohibited persons within the meaning of the Child Protection Legislation and has obtained prohibited persons declaration and has screened all of its current employees within the meaning of the Child Protection Legislation.

15. Additions or Alterations

Nails, screws, sticky tape, or any other fastenings must not be driven into or attached to walls, floors, furniture or fittings.

16. Catering

On booking the premises, the hirer is to advise Council of whether the kitchen is to be used, for what purpose and the names of the expected operators of the kitchen.

Any litter collected shall be removed entirely from the premises and not disposed of in any recetacles around the premises. Garbage and refuse shall be deposited in sound garbage cans provided with handles and tightly fitting lids r tied unbroken plastic bags before removal from the venue and its surrounds.

The hirer must ensure that any food served is in compliance with the Food Act and all Regulations.

The kitchen (if located within the venue) is provided for the use by the patrons of the Venue. The following conditions apply to its use:

- The kitchen includes electrical cooking equipment only. Patrons may be permitted to bring additional cooking equipment, through prior negotiation with Council and with written approval from the General Manager however, no gas fired or deep frying equipment is permitted.
- No cooking, heating or boiling of food / liquids is to be left unattended.
- There is to be no frying of foods through large pots or containers of oil.
- The kitchen is to be completely cleaned by the users on completion of cooking and the hirer is to provide their own cleaning equipment and cleaning detergents.
- All equipment is to be turned off, and all food stuffs are to be removed from the Venue.
- All waste is to be bagged and removed by the hirer of the facility and removed on completion of the use of the premises.
- No waste is to be disposed of in bins either in or around the venue.

17. Advertising / Signage

The hanging of streamers, flags, bunting or other decorations is strictly prohibited outside the venue. The hirer shall not advertise any activity or entertainment the subject of a hiring or erect, affix, paint, post, chalk or display

any sign, notice, device or representation in the nature of an advertisement anywhere within the City without the General Manager's written permission.

Patrons are not to display signage, posters or other indications of the use of the Venue without the prior consent of Council.

18. Noise

The use of the Venue shall not cause the emission of 'offensive noise' as defined in the *Protection of the Environment Operations Act, 1997*.

Unless otherwise provided, the operation of any plant or equipment installed on the premises must not cause:

- The emission of noise that exceeds the background noise level by more than 5dBA (Decibels) when measured at, or computed for, the most affected point, on or within the boundary of the most affected residential premises in the vicinity.

19. Parking & Deliveries

All persons attending a Venue must observe parking rules and regulations. Any vehicles found to be parked illegally during the event, i.e. vehicles obstructing driveways or parked on the footpath, will receive an infringement.

All delivery vehicles to the premises must not mount the kerb or park anywhere on the footpath or paved areas or impede traffic and pedestrians.

20. Prohibition of Assignment

This Agreement is personal, the hirer cannot transfer, assign, sub-let or sub-hire his or her rights under this Agreement. The hirer shall not transfer, assign, sublet or sub-hire his / her rights in respect of the hiring. If the application is made on behalf of a group, company or other body, the person must have and produce evidence of authority to commit the group, company or body to be bound by these conditions and the obligations thereby imposed and will be jointly responsible with the group, company or body for compliance with the conditions and payment of all fees, charges or liabilities which are or become payable in respect of the hiring.

In the event of default by the group, company or body, the person will be personally responsible for the non-compliance and / or payment of such fees, charges and / or liabilities.

If the application is made personally, the person will be responsible for compliance with the conditions and of payment of all fees, charges or liabilities which are or become payable in respect of the hiring. In these conditions, a reference to "person" or "persons" shall include persons, groups, companies or other bodies, whichever is appropriate.

21. Right of Entry

The Council's representative or other appropriate officer shall have the right (but not obliged) to inspect the hiring from time to time and make reasonable orders, as they may consider appropriate.

The Council's representative shall have the authority to terminate the hiring at any time in the event of an accident or emergency or if conduct, which is considered disorderly, occurs during a hiring.

Should a Council representative be in attendance during the event, the hirer at the conclusion of the hiring will comply with any direction the Council's representative may give at the conclusion of the hiring.

22. Waiver

Waiver of any provisions of this Agreement can only be made in writing.

23. Interest

The Council may require the hirer to pay interest on any money outstanding to the Council for any period in excess of 30 days should there be any outstanding charges associated with the hiring of the Venue.

24. Price rise

The Council expressly reserves the right to revise fees and charges from time to time, through a process of public exhibition. In any event, all fees and charges are reviewed annually by Council as part of the draft Management Plan process.

25. First Aid.

First-aid kits are not supplied hirers may wish to consider bringing a first-aid kit of their own in case of emergency. Alternatively the emergencies contact number is "000"

Declaration

I acknowledge that Council reserves the right to cancel this booking due to non-disclosure or the supply of incorrect or misleading information.

I acknowledge that Council will charge a cancellation fee if I cancel or transfer this booking as set out in the Conditions of Hire.

I am aware that additional charges will apply if the venue is used beyond the paid hire time, if the venue is not left clean or if there are any complaints from residents relating to the use of the venue.

I have read and completely understood all points in the *Application and Conditions of Hire* and I or my representative will comply with the conditions at all times.

_____ on behalf of _____
(Signature) (Hirer)

_____ Date _____
(Print Name)

Please return this completed form together with any relevant documents (e.g. Public Liability Insurance, requested supportive documentation etc) to:

Via Mail: Venue Support, The City of Ryde, Locked Bag 2069, North Ryde NSW 1670

Via Fax: 02 9952 8322

For further information, please ring the Venue Support office on 9952 83222