

HIRING APPLICATION/AGREEMENT

Standard Terms and Conditions for the Hire of the Nana Glen Sports, Recreation and Equestrian Centre

1. Recitals

- a. The Council is the owner of the Nana Glen Sports, Recreation and Equestrian Centre (herein after referred to as the Venue). The Venue is located at 75 Morrows Road, Nana Glen, New South Wales.
- b. Council has delegated the care, control and management to the Nana Glen Sports, Recreation and Equestrian Centre Management Committee (herein after referred to as the "committee") under Section 355 of the Local Government Act.
- c. The venue is available for public hire and use in accordance with Council's Plan of Management.
- d. The Hirer has agreed to hire the venue under the following terms and conditions.

2. Use of the Venue

2.1 The Hirer must complete a "Hire Application/Agreement" and lodge any applicable Bond and Fee before any proposed Hire Period so as to be eligible to use the Venue.

2.2 The hire of the Venue is conditional upon:

- (a) The Council's and/or The Committee's favourable assessment of the Hire Application;
- (b) payment of any Bond and/or Hire Fee applicable;
- (c) execution of the Hire Agreement by the Parties; and
- (d) the availability of the Venue for the proposed Hire Period.

2.3 The Hirer acknowledges that Council and/or The Committee retains the right to determine the suitability of the Venue for the proposed Hire Use.

2.4 The Hirer must use all practicable endeavours to ensure that the Venue is used in a manner which is:

- (a) safe, responsible, professional and competent;
- (b) in accordance with all applicable laws, safety standards and any conditions required by Council or State government; and
- (c) in view of their obligations under this Agreement.

2.5 The Hirer acknowledges and agrees that, in regard to the use of the Venue and in addition to the general terms and conditions the following will be specifically observed:

- (a) the Hirer will ensure that all appropriate licensing and permits will be acquired for any equipment to be transported, constructed and/or used at the Venue;
- (b) the Hirer will ensure that any sound amplification or other equipment used at the Venue will be regulated so as to minimise noise and other amenity-related impacts on neighbouring properties and the general public and will be ceased by midnight;
- (c) the Hirer will ensure that there will be no covering, tampering or removal of existing signage, structures or surfaces at the Venue by the Hirer without the prior written consent of Council and/or Committee;
- (d) the Hirer will ensure that there will be no signage or other advertising or informational structures installed, placed or located at the Venue by the Hirer without the prior written approval of Council and/or The Committee;
- (e) the Hirer acknowledges that the sale/supply of alcohol requires the approval of the NSW Police Department through the issue of a Function Licence. Both Committee and Council approval is required and the Function License must be produced to the Committee in each

instance when making application for the use of the venue if the sale of alcohol is intended. Hirers are required to comply with any requirements of the Licensing Board or Court of NSW.

(f) the Hirer acknowledges that smoking is not permitted in any of the internal areas of the Venue or within 5 metres of any buildings and will ensure that the Venue's no smoking policy is enforced; and

(g) the Hirer will ensure that all prohibitions or regulations applicable to the Venue are observed and complied with by all participants, spectators and any other persons at the Venue during the Hire Period.

(h) the Hirer will ensure that all Council and or statutory obligations are complied with prior to applying for permission for alcohol being consumed on the premises during the hire period.

2.6 The Hirer acknowledges that Council and/or The Committee retains the right to declare, without reference, consultation or compensation to the Hirer or its Representatives, that the Venue is unfit or unsuitable for use due to weather conditions, damage or other reasonable considerations.

2.7 The Committee reserves the right to remove from or refuse entry to the venue any person regardless of any agreement or contract with the Committee.

2.8 The Hirer agrees to only use those parts of the Venue identified and approved by Council and/or The Committee for Hire Use during the Hire Period.

2.9 The Hirer acknowledges that Council and/or The Committee reserves the right to let any portion of the Venue not approved for use by the Hirer during the Hire Period.

2.10 The Hirer acknowledges that the venue is designated a regional/major event venue and that where the Venue is provided for regular use by the Hirer over the Hire Period, the availability of the Venue for such use will be conditional upon no other regional or major event applying for and being approved to use the Venue at any time during the Hirer's Hire period. Where a regional or major event is approved to use the Venue during the Hirer's Hire Period, the Hirer agrees to cease their use of the Venue during the period of use by the regional/major event, unless otherwise permitted in writing by Council and/or the Committee.

2.11 The Hirer and its Representatives must obtain and maintain all necessary qualifications, certifications, licences and permits, and comply with all legislative, Council, State or Federal Government requirements concerning the use of the Venue for the Hire Use.

2.12 The Hirer warrants to refuse admittance of, or require removal by the Hirer or its Representatives of, any person who is conducting themselves in an improper, disorderly or unlawful manner at, in or outside of the Venue.

2.13 The Hirer warrants to refuse admittance of, or require removal by the Hirer or its Representatives of or any person who the Hirer or its Representatives believe is under the influence of alcohol or drugs.

2.14 The Hirer warrants that all measures will be undertaken to minimise any risk to human health in installing, operating or otherwise using Equipment or installation at the Venue.

2.15 Each party must promptly inform the other party after becoming aware of any material damage to the Venue, or serious injury to anyone at the Venue, occurring during the Hire Period.

2.16 The Hirer agrees to pay to Council and/or Committee the reasonable cost of repair for any material damage that the Hirer causes to or at the Venue, fair wear and tear excepted.

2.17 The Hirer agrees to vacate the Venue at the time and in the manner specified by Council and/or The Committee.

2.18 At the end of the Hire Period, the Hirer must at its own cost;

(a) leave the venue in good repair and condition, fair wear and tear excepted.

(b) remove all of the Hirer's Equipment (where appropriate to their designated storage areas) or from the Venue.

(c) the canteen floor to be mopped after use

(d) all bottles cans and garbage are to be placed in the allocated bins. For major events, hirers are required to arrange removal of garbage from the site where garbage is in excess of allocated bins.

2.19 If the Hirer fails to comply with its obligations under clause 2.18 of this Agreement within two (2) days after the end of the Hire Period, Council and/or The Committee may, at its discretion and at the risk and expense of the Hirer, remove the Equipment from the Venue for disposal and or hire a cleaner.

3. Hire and Other Fees

3.1 The Hirer must pay any Bond and Hire Fee prior to the use of the Venue for the Hire Period.

3.2 No later than 28 days from the commencement of the Hire Period, the Hirer must pay any remaining/adjusted Hire Fees for the use of the Venue.

3.3 The Hirer acknowledges that Council and/or the Committee retains the right to deduct without consultation or compensation to the Hirer any reasonable sum from any applicable Bond for:

a. any damage to the Venue or its equipment;

b. any cost, expense, debt, demand or other financial consideration incurred by Council and/or the Committee in regard to the Hire Use; or

c. any cost, expense, debt, demand or other financial consideration incurred by Council and/or the Committee in regard to the Hirer or their Representative's act, omission, obligation of default under or in relation to this Agreement.

3.4 The Hirer acknowledges that Council and/or the Committee may recover from the Hirer any debts incurred under or in relation to this Agreement in accordance with Council's debt recovery policy or any right or entitlement in law.

4. Hirer's Obligations

4.1 The Hirer and its Representatives must not, at any time or under any circumstance, give Council and/or The Committee misleading or false information.

4.2 The Hirer must use all reasonable efforts to inform itself of and meet the requirements of Council and/or the Committee regarding the use of the Venue, including but not limited to all obligations and responsibilities under this Agreement.

4.3 The Hirer agrees to liaise, co-operate, consult and confer with other persons as reasonably directed by Council and/or the Committee or as required by law. This may include, but is not limited to, the Local Area Command of the Police, Emergency Services including the NSW Fire Brigade and the NSW Ambulance Service.

4.4 Unless otherwise agreed in writing by Council and/or the Committee, the Hirer must:

(a) obtain all required approvals, authorities, licences and permits;

(b) give all notices; and

(c) pay all fees and other amounts;

Which are required from Government, local government or other responsible authorities for the lawful carrying out and completion of the Hire Use.

4.5 The Hirer must not act outside the scope of the authority conferred under this Agreement and must not bind Council and/or the Committee in any way, or hold itself out as having any authority to so bind Council, except where expressly authorised by this Agreement.

4.6 The Hirer must ensure that all work done in connection with the Hire Use complies with the requirements of all applicable legislation, codes and Authorities' requirements and all relevant Australian standards applicable to the Hire Use.

4.7 The Hirer must comply with all directions, procedures and policies relating to health, safety and security pertaining to the Venue.

4.8 The Hirer acknowledges that Council and/or the Committee has unrestricted access to the Venue at all times and must facilitate Council's and/or the Committee's access to the Venue during the Hire Period.

5. Insurance and Indemnity

5.1 The Hirer indemnifies and will keep indemnified Council, including all its employees and agents, from and against all action, claims, proceedings, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of, but not limited to;

- (a) loss of, loss of use of, or damage to any property; or
- (b) personal injury (including death) or illness to any person; and
- (c) loss of, loss of use of, or damage to any right, entitlement, good will, business or enterprise; and
- (d) any other liability, arising directly or indirectly out of the hire and use of the Venue by the Hirer and its Representatives resulting from or by reason of anything done or omitted to be done by the Hirer or its Representatives arising out of activities undertaken in relation to the Hire Use and this Agreement.

5.2 All Hirers that are registered clubs and or incorporated bodies shall be responsible for obtaining suitable insurance policies prior to commencing the Hire Period, covering matters including but not limited to:

- (a) Workers' Compensation and related liability where applicable; and
- (b) Public Liability.

5.3 The Hirer agrees to provide to the Committee, no later than 7 days before the commencement of the Hire Period, a current and valid Certificate of Insurance currency identifying Council as an interested party on that insurance coverage and demonstrating a minimum ten million dollars insurance coverage in respect of any single occurrence during and until the Hire Period is complete.

5.4 Casual Hirers. Casual Hirers are limited to 12 Hiring Periods of less than once per calendar month or 12 times per calendar year and fall under Council's Casual Hirers Public Liability Insurance. Casual Hirer means any person or group of persons (not being a sporting group, club, association, corporation, or incorporated body) who hires the Venue for non-commercial or non-profit making purposes.

6. Risk Management, Security and Safety

6.1 The Hirer agrees to satisfactorily complete a Risk Assessment Tool as attached to this Agreement. Where the Hirer identifies that the venue poses an unacceptable level of risk, the Hirer must notify Council and/or The Committee immediately.

6.2 The Hirer and its Representatives must ensure compliance with all legislative and regulatory guidelines in the use of the Venue, including but not limited to:

- (a) Work Health and Safety Act 2011 Regulations, and model Codes of Practice;
- (b) relevant Australian Standards or where applicable International Standards.

6.3 The Hirer and its Representatives warrant to understand and observe all security requirements and emergency evacuation procedures for the Venue.

6.4 The Hirer and its Representatives warrant that all entry/exits will not be obstructed in any way or under any circumstance during the Hire period.

6.5 The Hirer warrants that all equipment, electrical installation or other related articles shall meet Australian Standards and Safety Guidelines. And that all said equipment, etc shall not be brought onto the Venue without the consent of Council and/or The committee.

6.6 The Hirer must immediately notify Council and/or The committee on becoming aware of any dangerous or potentially dangerous situation, damage or loss to the Venue, its facilities or equipment or of any injury to any person in, at or outside of the Venue. The Hirer must complete an Incident Report (attached) and submit it to Council and/or The Committee as soon as practicable.

7. Dispute Resolution

7.1 Subject to clause 7.2 of this Agreement, the Parties agree to attempt in good faith to resolve promptly through negotiation any problem between them under this Agreement.

7.2 In the event of any dispute or difference arising as to the interpretation of any of the terms and conditions of this Agreement, or the rules and conditions regarding use of the venue, the decision of Council shall be final.

7.3 The parties agree that if an attempt to resolve a problem in accordance with clause 7.1 has not resolved the problem to the satisfaction of the parties within two weeks of notification of the problem to the other party, the dispute resolution process will be deemed unsuccessful and termination of the Agreement can be affected in accordance with clause 8 of the Agreement.

8. Termination, Cancellation or Postponement

8.1 Council and/or the Committee may terminate this Agreement with immediate effect by giving written notice to the Hirer where the Hirer or its Representatives has breached a material term or condition of this Agreement.

8.2 The Hirer may terminate this Agreement by giving The Committee at least seven days written notice prior to commencement of the Hire Period.

8.3 Council and/or the Committee reserves the right to notify the Hirer at any time prior to or during the Hire Period that the hire must be cancelled or postponed because, in the reasonable opinion of Council and/or the Committee:

- (a) the Venue poses a risk to safety; or
- (b) there is likely to be damage to the Venue; or
- (c) the Venue is otherwise unsuitable for use.

8.4 In the event of a postponement in accordance with clause 8.3 of this Agreement, the parties shall use their best endeavours to negotiate an alternative time to conduct the Hire Use and undertake all reasonable actions to bring this about.

8.5 The Hirer agrees that Council and/or the Committee shall not be liable for any compensation, loss expense or liability to the Hirer, its Representatives or the general public arising from postponement in accordance with clause 8.3 of this Agreement.

8.6 Subject to the provisions of this Agreement, if the Hire Use is cancelled by Council and/or the Committee in accordance with clause 8.3 of this Agreement, Council and/or the Committee will refund to the Hirer any Bond and/or apportionment of the Hire Fee paid.

8.7 The Hirer agrees that where the Hirer cancels a confirmed hire of the Venue, Council and/or the Committee will be entitled to retain the Hire fee and/or Bond in full.

9. Equine Matters

9.1 The Hirer will reduce the likelihood of introducing and spreading disease onto the Venue by implementing their Emergency Animal Disease (EAD) Action Plan.

9.2 The Hirer will ensure that all participants/competitors comply with the following infectious disease preventative measures including but not limited to:-

- a) The Hirer to allow only one Venue entry point, check all horses upon entry at the main entrance and report any sick horse;
- b) The Hirer is to refuse entry of unhealthy horses onto the Venue;
- c) The Hirer to ensure that any sick horses throughout an event are quarantined;
- d) The Hirer to record details of ownership and identification/description of all horses entering venue;
- e) The Hirer to promote to participants/competitors that horse hooves are to be free of visible dirt, weed seeds and other contaminants, prior to entering or exiting the venue;
- f) The Hirer to ensure participants/competitor's horses do not share feed and water buckets;
- g) The Hirer to promote throughout the Hire Period that participants/competitors wash and soap hands after handling any horse;
- h) The Hirer to ensure that all companion animals are restrained and kept away from all horses and the urine and faeces of any horse;
- i) The Hirer to ensure that all horse manure is deposited in the designated areas;
- j) The Hirer to ensure that spectators are kept away from horses;
- k) The Hirer to have a waste disposal plan including how it is moved, collected, stored and disposed.
- l) The Hirer to utilise a range of methods to promote the key message that all people are responsible for horse health at the venue, including signage, public announcements and competitor/participant information in event programs. Gate signage is to be provided informing visitors that horse health (biosecurity) is taken seriously at this event, encourage hand washing and promote people not associated with horses such as spectators to be kept away from horses.

10. Hirer's Details and Signature to the Agreement

Name of Hirer: _____

Name of Representative: _____

Position: _____

Contact No: _mobile_____

Business Address of Hirer: _____

Purpose of Hire: _____

Venue whole or part: _____

Start Date and start time: _____

End Date and end time: _____

Additional facilities/equipment required: _____

Fee: _____ Paid Receipt No. _____

Key deposit: _____ Paid Receipt No. _____

Bond held: _____ Paid Receipt No. _____

Account to be sent Yes/No weekly/monthly_

Bond refund: _____ Receipt No. _____

I, THE UNDERSIGNED HAVE READ AND ACCEPT THE TERMS AND CONDITIONS AS STATED THEREIN.

.....
.....
Hirer signature Date

.....
Name of Hirer and Association
Association President or Secretary Only

Hirer's Association Public Liability Insurance copy to be attached
Hirer's Association Risk Assessment to be attached

Hiring Application Approved/Rejected (please circle)

Reason for rejecting Hirer _____

Nana Glen Sports, Recreation & Equestrian Centre Management Committee Member

.....
Signature

.....

Name

Date

INCIDENT/ACCIDENT PROCEDURES

In the event of an incident/accident the following procedures should be followed:

1. Incident with no evident injury

- Notify Council and/or Committee Executive if there is damage to the building or grounds (including trees, gardens) and it's fittings or if incident is caused by a fault.

2. Incident with Minor Injury

- Basic First Aid to be given and the person kept calm whilst waiting for the ambulance, record first aid given;
- Notify Council and/or Committee Executive if there is damage to the building or grounds (including trees, gardens) and its fittings or if incident caused by building fault;

3. Incident with Serious injury

- Call ambulance to provide treatment and/or transfer to hospital;
- Basic First Aid to be given and the person kept calm whilst waiting for the ambulance;
- Notify the person's next of kin if known;
- Notify Council and/or Committee Executive if there is damage to the building or grounds (including trees, gardens) and its fittings or if the incident has caused a building fault;
- Notify Council and if appropriate the insurer.

In all cases an Accident/incident Report Form must be completed and forwarded to Council immediately following the incident/accident.

ACCIDENT/INCIDENT REPORT – COUNCIL OWNED FACILITIES

Name of facility: _____

Address: _____

Type of accident/incident (please tick all that are appropriate)

- ↑ Personal injury ↑ Motor vehicle accident ↑ Near miss accident
- ↑ Damage/theft/loss/Council property
- ↑ Damage to third party property

Description (clearly describe how accident occurred, and details of injury and/or damage)

What actions, or conditions contributed to the incident?

Name/address/phone no. of person(s) involved in the incident:

Name/address/phone no. of witnesses to the incident:

Date and time of incident: _____

Action taken as a result of incident (eg. medical treatment, repairs, etc)

Signed: _____ Dated: _____

Print Name: _____ Phone No. _____

Address: _____

Fax: 66484951 attention General Manager Coffs Harbour City Council; or
Email: coffs.council@chcc.nsw.gov.au



**COMMUNITY FACILITY HIRER FEEDBACK SURVEY FOR THE
NANA GLEN SPORT, RECREATION AND EQUESTRIAN CENTRE**

We understand that your organisation has recently hired the Nana Glen Sport, Recreation and Equestrian Centre. Please answer questions about your experiences with booking, using and paying for this community facility. For each question, circle the answer which best reflects your experience. Your response will be used to improve the quality of your community facility.

NA Not applicable A Agree SA Strongly Agree
N Neutral D Disagree SD Strongly Disagree

1. The community facility was at a standard consistent with your expectations.
NA A SA N D SD
Please explain the reason for your rating:

.....

2. My booking experience for this community facility was friendly, helpful and efficient.
NA A SA N D SD
Please explain the reason for your rating:

.....

3. I found the fees and charges and payment system fair and reasonable.
NA A SA N D SD
Please explain the reason for your rating:

.....

4. There were appropriate furnishings and equipment to support the community facility.
NA A SA N D SD
Please explain the reason for your rating:

.....

5. Overall I am satisfied with the quality of this community facility.
NA A SA N D SD
Please explain the reason for your rating:

.....

Comments

6. What did you like about this community facility ?

.....

7. Please suggest any improvements that could be made to this community facility.

.....

Your Name:.....

Organisation:.....

Thank you for completing this survey. Your community facility is managed entirely by volunteers under delegated authority from Coffs Harbour City Council. On behalf of Coffs Harbour City Council and the volunteer management committee we thank you for your time and suggestions for improvement. Please submit this survey to:

Ms Wendy Lord-Smith, Coffs Harbour City Council, Locked Bag 155, Coffs Harbour NSW 2450

OR email to wendy.lord-smith@chcc.nsw.gov.au

Risk Assessment Form - (example)

| | | | |
|---|-----------------------------|---------------------------|-----------------|
| Event / Activity Name | Wally Brown's 21st Birthday | Date of Event | 23 January 2012 |
| Asset or activity at risk (hazard) | Community Centre | | |
| Risk Owner | Bill Brown | Date of Assessment | 22 January 2012 |
| Participants in risk assessment | Bill Brown, Allan Smith | | |

| 1 | | 2 | | | 3 | 4 | | | 5 | 6 |
|---|---|--|-----------------------|------------------------------------|--|---|-----------------------|------------------------------------|--|--|
| Identify the Risks. What can happen? | | Inherent Risk Rating (Impact of an incident happening, giving no consideration to existing risk controls) | | | Risk Controls | Residual Risk Rating (re-assess the risk, giving consideration to effectiveness of proposed risk controls) | | | Treat the Risk | Monitor and Review |
| Risk Name | Risk Description | Likelihood Rating | Consequence Rating | Inherent Risk Rating (IR) | What controls will you implement to manage the risk? | Likelihood Rating | Consequence Rating | Residual Risk Rating (RR) | Person responsible for implementing proposed risk control | Due date for implementation of proposed risk control / review of risk control |
| Supply of Alcohol | Drunk & unruly, violent behaviour | Continuous | Major | Extreme | Alcohol Licensed for event. RSA cert barmen Security Guards Mid strength alcohol only | Remote | Minor | Minor | Bill Brown | 22/02/2012 |
| Uninvited person/Gate crashers | Violent behaviour, injury and or damage to facility | Occasional | Major | Major | Written Invitation only Police advised of function Security Guards to admit only invited guest (list). | Remote | Minor | Minor | Bill Brown | 22/02/2012 |
| Noise | Noise complaints from neighbours and police | Continuous | Major | Extreme | Hours of noise control confirmed with facility Band advised of noise level standard. Patrons advised to be quiet when leaving the facility. Security to police patrons. | Occasional | Minor | Moderate | Allan Smith | 22/02/2012 |

Consequence Ratings

| | | Insignificant | Minor | Moderate | Major | Extreme |
|---------------------------|---|---------------------------------------|--|---|--|--|
| | | No injuries, minor delays, <\$1000 | Storm, event delayed, first aid treatment etc. \$1000 - \$10,000 | Event postponed, medical attention and off work. \$10,000 - \$50,000. | Event shut down, serious injury/illness. \$50,000 - \$500,000. | Death, permanent disability. >\$500,000. |
| Likelihood Ratings | A - Continuous Expected to occur >50% May occur multiple times in a year | Moderate | Major | Major | Extreme | Extreme |
| | B - Frequent Will probably occur > 25% - 50% May occur once in 1 or 2 years | Minor | Moderate | Major | Major | Extreme |
| | C - Occasional Might occur at sometime > 10% - 25% May occur at least once in 2 - 10 years | Minor | Moderate | Moderate | Major | Extreme |
| | D - Remote Not likely to occur > 5% - 10% May occur less than once in 15 years | Insignificant | Minor | Moderate | Moderate | Major |
| | E - Improbable Exceptional circumstances < 5% May occur less than once in 20 years | Insignificant | Insignificant | Minor | Moderate | Major |