



**Snowy Valleys Council -Tumbarumba Office**  
**Hire of Council owned or operated Facilities**  
 Booking enquiries phone: 02 69489100 fax: 02 69482865

**Casual Users Hire Agreement**

- Casual Users Are:
- Those who do not wish to use the facility for more than 10 days in a 12-month period.
  - Those who are not an incorporated body, association or sporting club.
  - Are not required to produce a certificate of currency for Public liability
  - Are required to completed a hire of Council facility form
  - Are required to pay fees as set in the Snowy Valleys Council Management Plan.

Hirer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 (Applicable only for Club, Association of Committee)

Address for notices: \_\_\_\_\_

Council Facility  
 Required \_\_\_\_\_

Type of function facility will be used for: \_\_\_\_\_

Date required...../...../..... Times required: .....am/pm to .....am/pm  
 (Please allow for set up and clean up times)

Date required...../...../..... Times required: .....am/pm to .....am/pm

Date required...../...../..... Times required: .....am/pm to .....am/pm

**Casual Hirers – Birthday’s, Functions, Weddings, Family gatherings (Use of facility less than 10 times per year.)**

**Casual Hirer does not include Commercial hirers, Incorporated Bodies, Sporting Clubs or Associations of any kind.**

**Declaration**

I have read and understand the Conditions (attached) for the Application to Hire Council Facilities. I agree, on behalf of the applying organisation, to abide by the Conditions and understand that any breach may result in the booking being cancelled. The information I have provided is true and correct.

\_\_\_\_\_  
**Print - Name of Hirer**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 (Signed on behalf of the applying Group/Organisation)

\_\_\_\_\_  
**Name of Hiring Group/Organisation**

**CONDITIONS FOR FACILITY USE**

**The Hirer agrees to abide by the conditions set down for the hire of a Council facility.**

1. Applications for the hire of council facilities must be made in writing using the application form and be signed by the person responsible for payment of fees arising from the use. The hirer must be **over 21 years of age** and they must be in attendance at all times during the time of hire.
2. To pay the fees, key deposits and/or bond as shown in Council's Revenue Policy contained within Council's delivery and operational plan. **No keys will be issued unless these conditions are met.**
3. Your bookings start and end times will be set out in the approved hire details. Access to the venue will be provided by security key and aligned to your approved time. Setting up and cleaning of venue needs be completed during this period.
4. Council may require a bond to be paid for the use of the venue at least one month prior to a function. Council will inspect the venue after the function. If the venue has been left in a satisfactory condition, Council will refund the bond to you within 3 weeks after the function. Any costs incurred for additional cleaning or repairs to be carried out as a result from your function, will be deducted from the bond.
5. You will be responsible for any damage caused to the venue or any fixtures, furniture or equipment excluding reasonable wear and tear. Any damage will be repaired by Council at your cost and any other expenses incurred will be deducted from the bond.
6. After your function the venue must be left in a clean and tidy condition. This includes returning furniture and equipment to their original positions. Clean the tables and chairs used during the time of hire and stack them in the storage area or against the walls of the facility.
7. All kitchen crockery and appliances must be cleaned. Floors are to be swept, vacuumed or/and mopped if required.
8. Hirers are required to remove all rubbish, food scraps, empty drink containers, bottles and cans from the facility and place them in the bins provided at the facility. Placing garbage into sealed bags and removing it from the venue into wheelie bins provided by Council.
9. Toilets and kitchens/kitchenettes are to be left clean & tidy. Sweep the facility, clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet facility and/or Kitchen in a clean and sanitary condition.
10. Hirers are to supply their own garbage bags and cleaning materials. Only some council venues supply limited cleaning equipment for your use. To leave the facility in a clean and tidy condition at the end of the period of hire and in particular:

**If any facility is not left in a satisfactory condition, users will be billed for any costs incurred by Council to return the facility to a satisfactory condition or to repair damages incurred by the hirer.**

11. Hirers are to vacate the facility on or before the end of the time of hire. Before vacating the facilities at the end of each period of hire the hirer shall turnoff all lights and secure all windows and doors.
12. All hirers, with the exception of casual hirers, are to have a public liability insurance policy in force for the duration of the hire period. This policy shall be for no less than **\$20,000,000**. A copy of the policy must be provided to the Snowy Valleys Council Tumbarumba Office for retention on file. A tax invoice will not be sufficient, as it does not advise of the currency of the policy.
13. The policy shall provide cover to the hirer for any act or omission or negligence that may cause loss, death, injury or damage to any person, equipment, personal items that can be

directly attributed to the use of the facility in accordance with the terms and conditions of the agreement.

14. The policy will also provide cover for any damage to Council property that is caused as a direct consequence of the use of the facility in accordance with the agreement.
15. To return to the Snowy Valleys Council Tumbarumba Office at the earliest opportunity on the day following the day of hire the keys to the facility or to pay the costs of replacement keys and change of locks should the keys given to the Hirer be lost, as the case may be.
16. Not at any time whilst the facility is being used pursuant to this agreement permit or suffer the emission of the offensive noise. 'Offensive noise' means noise that by reason of its level, nature, character or quality or the time at which it is made, or any other circumstances is likely to be harmful to, or be offensive to, or interfere unreasonably with the comfort of repose of a person who is outside the facility.
17. To observe the '**No smoking**' policy that applies to all Council owned facilities.
18. The hirer cannot sublet or hire out the facility to any other Individual/Company or organisation.

**The hirer agrees that should any of the terms above be breached, that:**

1. The Council shall be entitled to bring the agreement to an end and to require the immediate vacating (or 14 days for permanent occupancy) of the facility by persons using it and if such circumstances occur. The Council shall not be liable to make good any loss or damages suffered by the termination so effected or pay any compensation to anyone because of the termination.
2. The Council shall be entitled to recover from the hirer the cost of remedying or rectifying any breach of this agreement including legal and court costs of such recovery.
3. The Council shall be entitled to apply the whole part or any part of the bond paid under terms of this agreement hereof to remedy any breach of this agreement and demand from the hirer any balance owing to it on behalf of the Council if the bond is insufficient to meet the cost of remedy and the Hirer will pay such balance to the Council within 14 days of the demand being made on the Hirer.

**The hirer also agrees with the Council that the hirer accepts full and complete responsibility:**

- For any loss of or damage to any personal property (including money, jewellery & credit cards)
- Property on hire or loan that is in the facility prior to, during and after the time of hire, which property is in the Facility in connection with or as result of its hire by the Hirer.

I \_\_\_\_\_ (**Hirer's representative**)

**agree on behalf of the** \_\_\_\_\_

That I have read, understand and agree with the conditions as set down by the Snowy Valleys Council Tumbarumba Office in consideration of the hiring of the facility for the above period:

**BOOKINGS ARE REQUIRED SEVEN (7) DAYS PRIOR TO USE**

The personal information provided in this document is protected under the Privacy and Personal Information Protection Act, 1998. The PPIPA provides for the protection of personal information, and for the privacy of individuals. The Snowy Valleys Council must not disclose your personal information to any person or body if it is not directly related to the purpose for which the information was collected. If you have a complaint, or require further information about the collection and use of personal information, please contact Council's Privacy Officer on 02 6948 9100

1. To pay an advanced rental bond of \$ \_\_\_\_\_ for the hire of the facility to the Snowy Valleys Council Tumbarumba Office on the date of signing this agreement.
2. To pay key deposit as advertised in Council's revenue policy upon collection of keys to the facility.
3. That I have read the conditions for Facility Use Agreement and agree to abide by the requirements of this agreement.

\_\_\_\_\_  
**Signature of the Authorised Officer  
 Of the Committee**

\_\_\_\_\_  
**Date**

**Office use only**

**Hire Charges - As advertised in Council's Revenue Policy**

| <b>Usage</b>      | <b>Casual Hire Rate<br/>Hourly or<br/>daily</b> | <b>Permanent Hire Charge<br/>Per season</b> | <b>Office use only<br/>Receipt Number</b> |
|-------------------|---|---|---|
| Rate              |   |   |   |
| Key Deposit       |   |   |   |
| Bond              |   |   |   |
| Electricity costs |   |   |   |
| <b>Total</b>      |   |   |   |

**Please note: Keys may only be obtained from the Snowy Valleys Council Tumbarumba Office in office hours. 8.30 am to 5.00pm Weekdays only.**

**Before Use**

- Copy of evidence of Public liability insurance collected
  - Copy of agreement and conditions returned to Hirer
  - Copy placed on file
  - Copy of function on-licence (Alcohol) sited
  - Copy of Agreement given to Debtors Clerk for raising account (annual fees only)
  - Booking entered on Computer system
  - Notification given to Outdoor staff or Tumboosh staff as required
- Please note: There is no hire of the Stadium during Tumboosh operating hours**

**After Use**

- Inspection completed after Use
- Key/hall Deposit Refunded
- Electricity read and charges applied
- Inspection undertaken by Environmental Services

**PLEASE NOTE:**

- **Have an inspection report completed prior to use**
- **If stated in the Revenue Policy that the user is responsible for electricity charges that meters are read before use.**

## Booking a Council Facility

|   |   |
|---|---|
| <b>Casual Hirers</b>                      | <p>Are:</p> <ul style="list-style-type: none"> <li>➤ Those who do not wish to use the facility for more than 10 days in a 12-month period.</li> <li>➤ Those who are not an incorporated body, association or sporting club.</li> <li>➤ Are not required to produce a certificate of currency for Public liability</li> <li>➤ Are required to completed a hire of Council facility form</li> <li>➤ Are required to pay fees as set in the Tumbarumba Shire Council Management Plan.</li> </ul>   |
| <b>Other hirers of Council facilities</b> | <p>Includes:</p> <ul style="list-style-type: none"> <li>➤ Anyone using a Council facility for more than 10 days in a 12 month period</li> </ul> <p style="text-align: center;"><b>Or</b></p> <ul style="list-style-type: none"> <li>➤ A Sporting Body</li> <li>➤ A Club or association</li> <li>➤ An Incorporated body</li> <li>➤ Are required to complete a hire of Council facility form</li> <li>➤ They need to produce a copy of a Public liability insurance certificate of currency.</li> <li>➤ They do need to provide Council with a list of all dates the facility is required</li> <li>➤ Pay fees as stated in the Snowy Valleys Council Management Plan</li> </ul> |
| <b>Council Facility</b>                   | <p>Includes:</p> <ul style="list-style-type: none"> <li>➤ All halls</li> <li>➤ Meeting Rooms</li> <li>➤ Sporting Grounds</li> <li>➤ Any Council owned property</li> </ul>   |

Further information can be obtained from Council's Corporate Support Officer.