



The Lions Club of Berowra Inc
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BEROWRA DISTRICT HALL AND YARD

Corner of Berowra Waters Road and Crowley Road, Berowra

CONDITIONS OF HIRE

1 Parties to this Hire agreement

This Hire Agreement for the use of the Berowra District Hall (the Hall) is between The Lions Club of Berowra Inc (the Club), represented by the Hall Director or another nominated Club officer, and the Designated Responsible Person named in the Hire application (the Hirer).

2 Hours of Hire

Subject to availability, the Berowra District Hall may be hired for any period of time between the following times each day:

- Monday to Thursday 6:00am to midnight
- Friday 6:00am to 1:00am Saturday
- Saturday 8:00am to 1:00am Sunday
- Sunday 8:00am to midnight.

The Berowra District Hall is used by many groups each week, including regular hirers. The Hirer MUST ensure that the period for which the Hall is hired includes the time required by the Hirer to set up before their event and to clear up, clean and vacate the Hall after the event. If a Hirer wishes to have access to the Hall to clean up at a later time, for example the next morning after a late night event, the additional time will be subject to the Hall not being already booked by another hirer, and must be included in the booking and paid for at the appropriate hire rate.

The Club reserves the right to withhold part or all of the Hirer's Bond if the function runs over time, including if complaints are received about the function.

3 Premises Hired

This Hire arrangement applies to the Berowra District Hall building and its adjoining yard, bounded by the black metal fences on the Eastern (Berowra Waters Road), Southern (Crowley Road) and Western (Berowra Valley Reserve) boundaries, and the row of bollards on the Northern or car park side.

Note that the Hall does not have its own toilet facilities or car park. The adjacent toilets and car park may be used by hirers of the Hall, but the Hirer acknowledges that they are public facilities managed by Hornsby Shire Council and must remain open to the public at all times.

4 Condition of the Hall

The Hirer agrees to make use of the Berowra District Hall and its yard in the condition in which it is offered for hire, and accepts responsibility for the conduct of the Hirer's activity at the Hall. By proceeding with the hire of the Hall, the Hirer acknowledges that they have determined that the Hall is safe and suitable for the purposes for which the Hall is being hired.

5 **Hirer's Responsibility**

By agreeing to hire the Hall, the Hirer accepts responsibility for:

- Compliance with these Conditions of Hire;
- the proper behaviour of all persons present, including giving no offence to local residents;
- the orderly departure of all persons from the Hall by the specified time;
- the cleanliness of the Hall and its surroundings after the Hirer's event; and
- any damage, breakages or missing equipment.

The Berowra District Hall is an important community asset and is of significant local heritage value, and the Hirer is required to acknowledge and respect that significance.

6 **Alcohol:**

The Hall is not licensed for the sale of alcohol, and alcohol may not be sold or offered for sale at any function held in the Hall, including its grounds or surrounds. The following requirements are the same as those imposed by Hornsby Shire Council on the hire of its other venues within the Shire.

Note: "Sold or offered for sale" also includes disguising the cost of the alcohol in the price of a meal, admission or any other type of ticket or cost to a function.

If alcohol is to be consumed at the function, it is the responsibility of the hirer to register their function on the NSW Police Force website at

https://www.police.nsw.gov.au/online_services/party_safety .

The hirer must complete registration no less than one (1) week prior to the hire of the Hall. Upon completion of their function registration, the hirer will receive a registration number. This number is to be provided to the Club upon request. Hirers may forfeit their security deposit if alcohol is consumed and the function has not been registered.

No person under the age of eighteen (18) shall be served or supplied with alcohol.

7 **Smoking/vaping**

Smoking or vaping is not permitted within any covered area of the building or the Public Toilets under any circumstances.

8 **Risk Management**

The Hirer acknowledges that they are responsible for the management of all risks associated with their hire of the Hall, including the behaviour of persons attending the Hirer's activity, and the security of the function. The Hirer shall carry out a Risk Assessment and put in place any risk management strategies necessary to manage the risks and satisfy the Hirer's responsibilities.

Particular care should be taken with the publicising of the Hirer's event on Social Media, to avoid the problems that can arise with uninvited guests.

9 **Indemnity**

The Hirer indemnifies Hornsby Shire Council and the Lions Club of Berowra Inc. and their respective members, volunteers and staff, against any claims arising from the Hirer's conduct of any activity at the Hall.

10 **Insurance**

The Hirer acknowledges that neither Hornsby Shire Council nor the Lions Club of Berowra Inc. provides public liability insurance coverage of the Hirer's activity at the Hall, and that if such insurance is required, it is the Hirer's responsibility to arrange it.

11 **Certificate of Currency**

Businesses, Incorporated Associations or other fundraising or trading organisations proposing to use the District Hall for fundraising or profit-making purposes must have their own Public Liability Insurance and must provide the Hall Director with a copy of the Certificate of Currency for that Insurance Policy before the hire can proceed.

12 Furniture and equipment

Furniture and equipment belonging to the Hall may not be taken outside the building without prior consent.

13 Television

The Berowra District Hall is equipped with a wall-mounted television which may be used by the Hirer, at additional cost. It is not connected to a television aerial or to the internet, but is configured to be connected to a laptop computer via the HDMI cable provided.

The television has been tested with a range of laptop computers and is known to work. The Lions Club of Berowra is unable to provide technical support to Hirers whose equipment does not work with the television.

14 BBQ

The Berowra District Hall is not equipped with a BBQ that can be used by Hirers. The Berowra Lions Club's Mobile BBQ is not available for the use of Hirers.

Hirers may bring their own BBQ for use during their function, but such BBQ may NOT be brought inside the Hall.

15 Fires

No fires may be lit within the grounds.

16 Decorations etc.

To avoid damage to paintwork, woodwork and fittings, Hirers may not use tape, adhesives, nails, screws or any other means to attach any decoration, notice or other item to any part of the building without permission.

17 Information and Payment

All information required by the on-line booking system must be provided, and payment of both the Hire Fee and the Bond received, before access to the Hall will be authorised.

Payment by funds transfer to the Club's District Hall account is preferred, for both the Hire Fee and the Bond. PayPal is also available by arrangement with the Hall Director.

18 Bond

The Bond is refundable, subject to the Hall Director being satisfied that:

- the Conditions of Hire have been complied with; and
- the premises and equipment have been left clean, tidy and undamaged, and
- no complaints have been received about the Hirer's use of the Hall.

The cost of damage or breakages, including for example the re-filling of fire extinguishers if necessary, will be deducted from the Bond. If the costs exceed the amount of the Bond, the Club reserves the right to claim such additional payment as is appropriate from the Hirer.

The Hirer's Bond will be held in the Lions Club of Berowra's District Hall account, and subject to the Hall Director being satisfied with the condition of the Hall after the Hirer's event, returned within 2 weeks of the date of the function, in the form of a funds transfer to the bank account nominated by the Hirer in their Hire application.

19 Cancellation of Hire

If within 7 days of the date of proposed use the Hirer elects to cancel the booking, the Hall Director may choose to retain up to 50% of the Hire Fee, unless another booking is received for the cancelled date. The amount retained will not include the Bond.

20 Cleaning and departure

The period of hire MUST include the time required for the Hirer to clear up, clean the Hall and its surroundings, and remove all of the Hirer's materials and equipment. The Hirer cannot assume that they can return at a later time to clean up, unless they have already booked the Hall for that purpose.

At the end of the Function, the Hirer must

- replace all furniture to its designated position;
- gather up and remove the Hirer's equipment, materials and rubbish from the Hall and its surrounds;
- empty the refrigerator of all of the Hirer's food items, and leave the refrigerator ON;
- clean the kitchen including stove, oven and microwave oven;
- clean up any spillages as necessary;
- sweep out the building; and
- ensure that it is correctly locked up.

Rubbish that will not fit in the bins provided is to be removed from the site by the Hirer.

A broom, mop and bucket are provided, but the Hirer must provide their own cleaning materials for the kitchen.

21 Personal Property

The Club shall not be responsible for any articles or equipment left on or about the premises at any time by the Hirer or any participant in the Hirer's function.

22 Police Notified

The Lions Club of Berowra reserves the right to advise the NSW Police Service about any function to be held at the District Hall.