RED GUM ROOM HIRE AGREEMENT

Fairfield Showground | 443 Smithfield Road Prairiewood
9725 0334 | showground@fairfieldcity.nsw.gov.au

Hirer: _____ Date: _____
(Incorporated Body or Person Name Only)

Club or Organisation Name *(if unincorporated)* _____

Note: If the Red Gum Room is intended to be hired by an unincorporated club or association, the Hirer named above must be a natural person who agrees to be bound by the terms of this Agreement.

Address: _____

_____ Post Code: _____

Primary Contact: _____

Telephone (H): _____ (M): _____

(Email): _____

Type of Function: _____ Number of Guests _____
(*18th Birthday Parties are not accepted*) (maximum 250)

Date of Function: _____ Function Times: _____
(Access is from 12 noon Hirer & Guests must leave the site by 1.30am)

Will alcohol be consumed on the premises? YES [ ] NO [ ]

Will alcohol be sold on the premises? YES [ ] NO [ ]
YES - permission must be obtained from Council, and the Hirer must obtain a licence from Liquor & Gaming NSW.

Is this a BYO event YES [ ] NO [ ]
YES- see Commercial Hire Rate under Fees & Charges. Hirer must also provide $10m Public Liability Insurance.

Is this a ticketed event YES [ ] NO [ ]
YES- see Commercial Hire Rate under Fees & Charges. Hirer must also provide $10m Public Liability Insurance. Note – Charity fund raising events must provide evidence from the Registered Charity Organisation of approval to raise funds.

FEES & CHARGES

As at 1/7/2025

(Prices Inclusive of GST, **Booking Fee is Non-Refundable**)

Red Gum Room Booking Fee **$200.00** Date:_____ Receipt No: _____
*(To be paid within 7 working days of tentative booking, **non-refundable**)*

Red Gum Room General Hire (8 Hrs.) **$950.00** Date:_____ Receipt No: _____
(To be paid at least 7 working days before the booked date)

Red Gum Room Commercial Hire (8 Hrs.) **$1,600.00** Date:_____ Receipt No: _____
(To be paid at least 7 working days before the booked date)

Security Bond: **$850.00** Date:_____ Receipt No: _____
(To be paid at least 7 working days before the booked date). Bond fees will be refunded via eft and will take 10-15 working days to process.

Sunday Levy: **$350.00** Date:_____ Receipt No: _____

Mynite registration No: _____
Public Liability Insurance Provided [ ]

KITCHEN FACILITIES

- 1 x Refrigerator (no freezer)
- 2 x Domestic Oven
- 1 x Microwave Oven
- 1 x Pie Warmer
- 1 x Zip Instant Boiling Water
- 1 x Dishwasher
- 1 x Warming Cabinet

(Any other visible equipment is used for bench space ONLY)

ROOM SET UP

Arrival time for setup _____
(Not before 12.00 pm)

Requested time for lock-up _____
(Must be before 1.30 am)

Number of Round Tables _____
(Maximum 25)

Number of Chairs _____
(Maximum 250)

Number of Trestle Tables _____
(Maximum 6)

Cake Table Required? _____

GENERAL CONDITIONS

1. Tentative bookings will be held for seven (7) days, at which time the booking fee along with a signed copy of the hire agreement must be received by the Showground office (office hours Monday – Thursday 9.00am – 4.00pm). Council reserves the right to reallocate the Red Gum Room to another client if these requirements are not met. Full payment for the function is required 7 working days prior to the function.

2. Where applicable, prior to access to the function room the Hirer must provide Council with a Police Notification of Alcohol on Premises form – completed, signed and stamped by Police.

3. As the Hirer has a duty of care for the safety and wellbeing of their guests, Hirers are required to register their event with the NSW Police. Registration can be done online at www.police.nsw.gov.au/online_services/party_safety/party_registration or where applicable complete the Alcohol Notification Form attached to the hire agreement and lodge it in person at Fairfield Police Station. The Hirer must provide Council with the event registration number or a stamped copy of the form.

4. The Hirer agrees to pay to the Council the fees and charges for the use of the Red Gum Room as determined by the Council from time to time and agrees the Council may alter such fees and charges at any time.

5. The Hirer must be a responsible person, eighteen years or older to book the facility and sign this Agreement. The Hirer will be held liable to the Council for the cost of the repair of any damage or breakage to any part of the building, premises, fittings or furniture, appliances or apparatus during the term of the function.

6. Council reserves the right to refuse any booking, the right to change the room should reasonable circumstances arise or to cancel a booking by giving as much notice as is practicable, where emergency conditions such as urgently needed repairs, the holding of Federal, State, Local Government Elections or other good sufficient reason, in Council's opinion necessitates such action.

   Neither Council, or any of its officers shall in no way be liable for any loss or damage suffered by the Hirer, or any firm or corporation supplying any article or service to the Hirer, or otherwise in consequence of the exercise of this right.

7. All bookings are accepted conditionally upon compliance by the Hirer with requirements of any regulation governing places of public entertainment or any relevant act or regulation.

USAGE AND FEES & CHARGES

8. The Hirer agrees to have usage of the areas as prescribed on the hire agreement and use only that part of the facility for which a fee has been paid.

9. The Hirer must state the nature of the type of function that is to take place and pay in accordance with Council's schedule of Fees and Charges. Where a booking is made for the holding of a function, which in the opinion of the Council is not covered by Council's Schedule of Fees and Charges, Council reserve the right to impose special conditions and to fix a hire charge considered by Council to be reasonable, having regard to the nature of the function being held.

10. Council facilities may not be used for commercial purposes unless Management consent has been provided and commercial rate is paid. This includes pay to enter functions. However, community focused activity to residents, such as aerobics, dance or martial arts classes are permitted to operate from this facility.

11. The Hirer shall not assign or sublet the hired premises or any part thereof.

12. The Hirer undertakes that in connection with the use of the facility they will not permit or suffer anything to be done which is disorderly or offensive.

13. Prior to hiring the facility, the hirer shall inspect the facility to ensure that the facility is appropriate and safe for the use intended. The Hirer shall report any breakage or problems to Council as soon as possible by phoning 9725 0334.

14. The hire times must be strictly adhered to as stated in the Hire Agreement. The duration of the hire will be over a period of eight (8) hours which includes set up and clean up time. If the Hirer wishes to extend the stated hire times Council must be advised by phoning 9725 0334 and an extra fee paid prior to the function, however the hire time cannot be extended past 1.30am.

SECURITY BOND

15. Hirers are required to pay a bond when hiring a venue, which is held as security against any loss or damages to the building, fixtures, furniture or appliances.

    It is also used as a guarantee for maintaining and returning the venue in a clean state and compliance with all other terms and conditions of hire.
    In the event a venue is damaged or returned in an unclean state, or if there is a breach of these terms and conditions Council reserves the right to withhold part or all of the bond to cover the cost of repairs or cleaning. If the costs of any repairs exceed the amount of the bond, the Hirer may be charged for any additional amount.

    The prescribed bond deductions are as follows:

    - Any damage to the venue - charged at the cost of repairs
    - Additional cleaning required – minimum $200
    - Staying beyond the approved event or function conclusion time - full forfeiture
    - Any alcohol not declared – full forfeiture
    - Any illegal activity – full forfeiture
    - Smoking inside or within 10 metres of venue entrance – full forfeiture
    - The stated maximum capacity of the venue must not be exceeded at any time.
    - The hirer is responsible for ensuring that fire doors and emergency exists are not obstructed and access is freely available to all stairways, exits and fire escapes.

Please Note: Bond Fees will be returned in full should the Hirer meet the Terms and Conditions of hire and an inspection undertaken of the facility after hire is satisfactory. Bond fees will be refunded via eft and may take 14 working days to process. A bond can only be refunded to the payee listed on the payment of fees receipt

CANCELLATION

16. The Hirer may cancel any booking by contacting Council in writing at least four (4) weeks prior to the date of the function in which case Council may refund the room hire or fees paid, but if less than four weeks is given then the Hirer shall forfeit the room hire along with the non-refundable deposit.

17. All Hirers are to notify Council if there are any changes to the application form.

SETTING UP

18. The main gates are locked whilst Fairfield Markets is in operation (Saturday 9.00am – 4.00pm). Access for a maximum of 2 cars to set up must be pre-arranged with Council.

19. Nails, screws, sticky tape or any other fastenings MUST NOT be driven or attached in any way to the walls, floors, timberwork, furniture or fittings.

ALL DECORATIONS MUST BE REMOVED FROM THE BUILDING

20. The positioning of tables and chairs is the responsibility of the Hirer as is stacking the chairs in 5's in a safe and neat fashion at the end of the function. Please do not stack chairs on top of tables.

21. Tables must not be dragged on floor surfaces.

22. Furniture and fittings must not be removed from the facility.

ELECTRICAL TESTING AND TAGGING

23. All Council electrical equipment in the function centre is tested and tagged every 12 months for safety purposes. Any electrical equipment brought into in the function centre must be tested and tagged by a qualified electrician. Any electrical equipment brought into the function centre found to be faulty that trips the power and results in a "Call Out" to Council, the Hirer will be charged for this call out.

ADVERTISING

24. The Hirer must obtain Council's approval for the erection of any signs outside the facility.

SMOKING AND ALCOHOL

25. Smoking is not permitted inside the facility.

26. Hirers MUST have approval for the consumption of alcohol. Any function where alcohol will be consumed must complete a Police Notification of Alcohol on Premises form and submit this to Fairfield Police.

27. If you are selling alcohol, you must obtain a limited licence – single function. This is done through the Office of Liquor Gaming and Racing and must be lodged at least 28 days prior to the event. Forms can be downloaded from www.liquorandgaming.nsw.gov.au

28. All Licences/Permits must be viewed and a copy retained by Council prior to the date of your function and the Hirer must advise Council of the name of the person who will be responsible for the dispensing of liquor.

29. Beer kegs are to be left outside the building at all times and removed after function.

30. No minors are to be served alcohol.

FIRE REGULATIONS

31. All exit doors are to be kept clear and unobstructed at all times.

32. Exit lights are to be switched on at all times when the facility is in use.

33. Fire extinguishers, hose reels and fire blankets are provided within the facility. This equipment is not to be used inappropriately or removed from Council's premises.

34. No naked flame is permitted within facility. Fireworks in the grounds are NOT permitted.

35. The Hirer must familiarise themselves with the Fire Evacuation Plan located in the building.

36. In case of fire or similar emergency evacuate the building and contact the emergency services.

37. The bringing into the facility or use of therein of fireworks, any type of barbeques, confetti, chewing gum or any other articles deemed by Council to be objectionable or the placing or throwing of inflammable items is prohibited

NOISE POLLUTION

38. Any music played must be kept at a reasonable level to avoid disruption to other functions within the building and adjoining residential development. All music must cease at 1:00am.

INSURANCE AND INDEMNITY

39. A long-term Hirer (that is a hirer who hires the Red Gum Room more than 6 times per year), ticketed events and BYO events must effect and maintain in the joint names of Council and the Hirer a Public Liability Policy of not less than ten (10) million dollars for the duration of the hire period. A copy of the Policy of Certificate of Currency should be presented to Council with the hire application.

    Indemnity

    The Hirer releases to the full extent permitted by law and indemnifies and shall keep indemnified Fairfield City Council, from and against the following:

    (i) all actions and demands made against Fairfield City Council, its employees, servants or agents in respect of any damage to or loss of property, personal injury or death sustained in connection with the hire and use of the premises by the Hirer; and

    (ii) all loss and damage to the premises and to all property therein caused by the Hirer or any other person or persons claiming through the Hirer who may at any time be in or upon the premises.

    Except to the extent of Fairfield City Council's negligence.

CLEANING AND REMOVAL OF GARBAGE

40. Hirer must leave the facility in a clean and tidy condition:

- Kitchen & Toilets are to be swept and any spillages damp mopped.
- Tables, chairs, kitchen benches, microwave and fridges etc. are to be wiped clean with a damp cloth.

- Chairs are to be stacked in 5's. Please do not stack chairs on top of tables.
- All rubbish, bottles, cans and cigarette butts are to be picked up from outside the premises.

41. Failure to do so will result in part or all of the Security Bond being retained. A cleaning fee will apply for any extra cleaning required.

42. The preparation of food and beverages shall be confined to the kitchen area. Grease and food scraps are NOT to be washed down the sink.

43. The Hirer is responsible for the caterers or users of the kitchen to leave it clean as found.

44. The Hirer is responsible for all the rubbish to be placed in garbage bags, tied and placed in the bins provided at the end of the function. No loose rubbish is to be left behind. No rubbish is to be burnt.

UNDER NO CIRCUMSTANCES IS FOOD OR DRINK TO BE LEFT IN THE REFRIGERATOR.

PARKING

45. Fairfield Markets operate on the site every Saturday 9.00am – 4.00pm, the main gates are automatically locked and there is no vehicle access. Function Centre guests are to park in the carpark and enter through the pedestrian gate.

CONDUCT AND SUPERVISION

46. The Hirer will be responsible for the conduct of each and every person in attendance at the function and for the maintenance and preservation of good order generally. The Hirer undertakes that in connection with the use of the facility they will not permit or suffer anything to be done which is disorderly or offensive. The Hirer will be responsible for all consequences relating to drunken or other disorderly or offensive behavior.

47. The promoters of public functions are required to provide at least one adult attendant per fifteen (15) persons attending.

48. The Hirer shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 1997 (Part 8.6 Section 276) that covers noise control.

49. If your activity involves children under 18 years of age you are legally required to comply with Child Protection legislation including conducting employment screening in line with this legislation.

SECURITY - ALARM

50. A Council representative will unlock and disarm the alarm at a time pre-arranged with management and lock and set the alarm no later than 1.30am. Any breach of security which results in a "call-out" from Council's security company will render the Hirer responsible for charges associated with the provision of this service.

51. The building must not be left unlocked or unmanned during the period of booking.

52. The building must be vacated no later than 1:30am. Hirers must leave the building and grounds in a quiet and orderly manner. If the building is not vacated by this time a further fee will be levied.

53. The function rooms are not available for 18th Birthdays.

LOSS OR DAMAGE

54. Fairfield City Council will not accept any responsibility for articles left on the premises.

55. The Hirer shall be held responsible for the cost of making good any loss or damage to the building, floor,

furniture, appliances or fittings arising out of and in the course of the function.

56. Council retains the right to determine the cost of any damage or cleaning and to withhold this from the Security Bond.

EXTRA CONDITIONS

The hirer must remain in attendance and is responsible for function room security, safety of guests and supervising all activities during the hire period.

The hirer must ensure that all doors and windows are closed when leaving the Function Centre.

_____

_____

_____

_____

_____

UNLESS OTHERWISE STATED HEREIN THE HIRER'S CONTACT AT COUNCIL IS SHOWGROUND MANAGEMENT – TELEPHONE 9725 0334.

Each Hirer expressly acknowledges and agrees that despite his/her licence to hire, he/she is nonetheless subject to and must fully comply with the Terms and Conditions of Entry to the Fairfield Showground, in force from time to time.

A copy of the Terms & Conditions of Entry to Fairfield Showground currently in force is attached to and forms part of this Hire Agreement.

In the event of an inconsistency between this Hire Agreement and the Terms & Conditions of Entry to Fairfield Showground, the Terms & Conditions of Entry to the Fairfield Showground will prevail over the Hire Agreement, which will then be deemed to have been amended accordingly, to allow for any such inconsistency.

The Red Gum Room is let only for casual hire and the payment by any person of any sum of money by way of rental for such function room and the issue of a receipt on behalf of Council for such sum shall be deemed to be an acknowledgement and acceptance by such person of the conditions and stipulation contained in these conditions of casual hire.

The Hirer has read the Conditions of Hire attached hereto and agrees to be bound by those Conditions.

Dated this _____ day of _____ 202_____

_____

Signature of Hirer

Council is not bound by this hire agreement and the booking has not been confirmed unless and until it is signed below, and a copy provided to the Hirer.

Accepted by/for and on behalf of the Council
(Authorised Delegate of the Council)

Date: _____

COUNCIL AFTER HOURS EMERGENCY NUMBER

9725 0222 then press 2 for after hours

(Please note there is a call out fee for electricians, plumbers etc.)

Council would like to wish you every success with your function,
and hope you consider using the facilities again in the future.

TERMS AND CONDITIONS OF ENTRY (November 2017)

Entry to Fairfield City Showground is conditional on all visitors or other persons complying with these terms and conditions:

1. Council as owner reserves the right to refuse entry to any person at any time or to remove persons who display disruptive or disorderly conduct.

2. For safety and security reasons, all persons must obey all signs around the Showground and all reasonable requests by staff.

3. Council is not responsible for loss or theft of or damage to personal property.

4. All children under the age of five (5) years entering the site must be accompanied and supervised by a person over the age of sixteen (16) at all times.

5. No person is permitted to smoke in the areas within the Showground Complex, identified as, "Smoke Free Zones".

6. No person entering the Fairfield Showground shall carry out any form of commercial and/or business activity and/or enterprise within the Showground Complex unless consent for this has first been obtained in writing from Council. If Council provides its consent to any form of commercial and/or business activity or enterprise, the person carrying out or responsible for the commercial and/or business activity or enterprise shall ensure that he complies with the terms of the consent issued by Council.

7. No person is permitted to sell alcohol unless supplied by the holder of a licence from Liquor & Gaming NSW authorising it to supply alcohol within the Showground Complex.

8. No person is permitted to use or sell illegal drugs within the Showground Complex.

9. No person is permitted to hand out flyers/leaflets or surveys within the Showground Complex or to approach any stall holder to attend other markets or events.

10. Bags and any other items used to carry objects may be searched upon entry or at any time within the Showground Complex.

11. All persons consent to being filmed and recorded by surveillance cameras at all times and their images being used for the enforcement of any law.

12. In consideration of being granted entry to the Showground each such person expressly acknowledges and agrees that (subject only to gross negligence on the part of Showground staff or management being the direct cause of any loss, damage or injury to occur), each person will enter upon the Showground premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein, absolutely at his or her own risk, such that each person RELEASES AND DISCHARGES Council, its management, staff and contractors from all liability for loss, damage or injury which may be sustained by each such person in such manner or under such circumstances.

Section 660 of the Local Government Act 1993 provides that (among other things) it is an offence for any person to wilfully obstruct, by way of example, an employee of a council in the exercise of that person's functions under the Local Government Act.

Section 670 provides that any person that fails to comply with the terms of a notice or sign will be guilty of an offence as long as the sign is clearly legible and is exhibited at every entrance to the land or in a conspicuous place or if the land contains buildings as exhibited either inside or at or near the entrance to the building.

Council reserves the right to alter these terms and conditions at any time.
Council reserves the right to take action to enforce these terms and conditions, including by prosecution

Phone: 02 9725 0222
Website: www.fairfieldcity.nsw.gov.au
Email: mail@fairfieldcity.nsw.gov.au

Hirer Request for Refund to Nominated Account

Banking Details – Please ensure all details provided are correct

I/we request Fairfield City Council to arrange for funds to be refunded to my/our nominated account at the financial institution shown below.

NAME ON ACCOUNT

NAME OF FINANCIAL INSTITUTION

BSB NUMBER ___ - ___ ACCOUNT NUMBER

Name: *(Applicants Name please print)* _____

Signature: _____ Date: / /