



## CONDITIONS OF HIRE FOR COUNCIL PREMISES

*These conditions of hire must be read by any person or person(s) hiring these premises for a private function or acting on behalf of any organisation, company or legal entity, hiring these premises. The person making application is considered to have read these conditions of hire and is responsible for verification of any or all conditions contained in this agreement as to their understanding and performance requirement.*

To contact Council, please email [customercare@nirc.gov.nf](mailto:customercare@nirc.gov.nf)

**Definitions:** In this agreement:

“NIRC” means Norfolk Island Regional Council

“Responsible Officer” means the NIRC Manager Commercial Services, unless advised otherwise

**Bookings:** Bookings are accepted after completion of the 'Application Form', Council staff confirming the premises is available and on receipt of the relevant fees/charges and bond payments.

**Cancellations:** Cancellations will only be accepted if more than 7 days’ notice (for meetings) and 30 days’ notice (for Weddings, Concerts, Stage Shows or Balls) is given prior to the date of the event. Cancellations made after this time incur the cancellation fee.

**Cleaning and rubbish disposal:** the hirer is responsible for leaving the premises in a clean and tidy condition after use. Floors shall be mopped and rubbish taken away for appropriate disposal by hirer. Recyclable items are to be recycled. If any items including any rubbish needs to be removed by the Council after use, the hirer is responsible for paying a fee on a cost recovery basis, and the loss of any bond paid.

**Provisioning:** Toilet paper, rubbish collection, hand towels etc. are the responsibility of the hirer after initial hireage.

**Security / Cleaning Deposit:** A cleaning deposit may be required in certain circumstances and at the discretion of NIRC.

**Payment:** The hirer will pay to NIRC the relevant amounts specified in the Schedule of Fees and Charges. If any payment due in advance is not made or honoured, NIRC shall be at liberty to cancel the booking.

**Retention of Monies:** Until the hirer has paid to NIRC all sums payable under this agreement or otherwise due and payable by the hirer to NIRC (‘the monies due’), NIRC may retain and apply any monies paid to NIRC (or anybody on behalf of NIRC) by way of advance seat booking charges or otherwise together with any interest earned thereon in reduction of the monies due.

**Keys:** the hirer is not to provide the keys to any other party unless written approval is received from the NIRC Responsible Officer. Keys are to be returned by 12 noon on the first business day after the end of the hire. If the keys are not returned, the hirer will be required to meet the cost of obtaining new keys and/or installing new locks.

**Use of Premises:** The premises shall only be used for the performances or functions referred to in the Application Form unless previously approved by NIRC.

**Expulsion for breach and termination of function:** The hirer occupies the premises as a licensee and NIRC reserves the right to expel person(s) or terminate the function due to any breach of the conditions of hire and/or misconduct by patrons, hirers and event crew.

**Attendance of hirer:** The hirer or a responsible representative made known to the NIRC Responsible Officer must be present in the premises for the duration of the period of hire.

**Supervision of Children:** Without limiting the hirer's obligation to supervise patrons and event crew, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times whilst in the premises for their own safety and to ensure that they do not damage or interfere with the proper running of NIRC premises.

**Right of Entry:** Authorised employees of the NIRC, security staff and any member of the Norfolk Island Police or Fire and other Emergency Services in the exercise or discharge of their duties may enter the premises at any time during the period of the hirer's occupation.

**Security:** NIRC has the right to determine the level of security services required for the event. Examples of events that must have security include hire for bands or any activities where alcohol is sold to the public. The security personnel must be briefed on the 'conditions of hire' for the venue and NIRC.

**Provision and Sale of Alcohol:** is at the discretion of the hirer. At least 28 days' notice is required and an application must be made by the hirer to the Registrar of Liquor Licencing for the appropriate licence for the event. The sale of alcoholic beverages is permitted on the premises from a designated bar area if an appropriate Liquor Licence is obtained. This includes instances where alcohol is included in the ticket price. A copy of the certification shall be furnished to Council prior to the event.

A delegated attendee/ dedicated staff member with RSA certification is responsible for the service of alcohol. The supply and/or consumption of alcohol by a minor in Council's venues is prohibited and may result in police action.

**Smoking:** NIRC premises are smoke free environments. Smoking is not permitted within the premises and, without limiting the remedies available for breach of this agreement any person found smoking will be removed from the premises by the hirer.

**Noise:** The hirer is to cease the playing or broadcasting of loud music no later than 10pm unless otherwise agreed with Council. Noise emanating from the premises is to be kept at a level that would give no cause for complaint from residents of the area.

**Emergency Exits:** All emergency exits doorways, passage ways and loading docks must be left clear at all times and exit signs left visible.

**Hirer's Risk:** The hirer uses and occupies the premises at the risk of the hirer and this agreement hereby releases and indemnifies to the full extent permitted by law NIRC and its officers, servants, agents and contractors in respect of all actions and claims of any kind resulting from:

1. Any accident, loss, theft, damage or injury to any persons or property occurring in the premises during the hirers' period of occupation.
2. Any loss or damage suffered by any person arising out of the exercise by NIRC of any right, power or discretion under this Agreement.

**Public Liability Insurance:** Events held at the NIRC premises will require Public Liability Insurance. Sporting bodies, clubs, associations, incorporated bodies, commercial groups or commercial type bookings/contractors must provide a certificate of currency of their current public and products liability policy. The certificate in respect of the function/activity should evidence a limit of indemnity for an amount not less than \$20,000,000 and must note Norfolk Island Regional Council for its Respective Rights and Interests.

**Insurance:** NIRC confirms that it holds appropriate policies of insurance for public liability, building, contents and fire risk over NIRC premises. The hirer shall not do or permit anything to be done in the premises which would render these insurances void or voidable. If the hirer's proposed use of the premises causes or is likely to cause an increase in the premium payable on these insurances, then the hirer shall pay such increases in premium 7 days before the period of hire.

**Indemnity:** The hirer/contractor shall at all times indemnify and keep indemnified the Council against all claims, actions, proceedings and demands made by or on behalf of any person entering upon the facility for the purpose or in connection with the hirer/contractor business, activities in relation to the hirer/contractor, or at the invitation of the hirer/contractor, whether such are in respect of personal injuries or damage to property and howsoever arising whether due to negligence or any act or omission by the Council, its servants or agents or otherwise and the signed application/agreement for hire/contractor shall be deemed to be sufficient acknowledgement by the agreement to so indemnify the Council.

**Liability:** The Council shall not be responsible for, or incur any liability in respect of, any loss occasioned to the hirer through accident of any kind or failure of the electric plant or other facilities or any other case.

**Hirer's responsibility for patrons and event crew:** The hirer is responsible for the orderly conduct and safety of all patrons and event crew on the premises during the hirer's period of occupation.

**Risks, safety concerns or incidents:** the hirer is to report any and all risks and/or incidents to Council immediately or as soon as practicable.

**Activities outside the Council premises:** In the event that a Hirer wishes to conduct activities outside of the Council premises on the grounds, footpath or car park, a separate application to Council shall be furnished detailing activities proposed. An Event Management Application Form shall also be required to outline how risks such as site management, clean-up, traffic management and associated activities will be coordinated.

**Waste avoidance:** Hirers are asked to avoid using polystyrene and/or plastic (e.g. bags, cups, plates, cutlery) when using Council premises.

**Recycling:** Hirers are asked to ensure the recycling of recyclable items such as glass bottles and jars, aluminium and steel cans.

**Advertising:** The placement of advertising banners or signs on Council's premises must be approved by Council and placed only on those areas specifically set aside for this purpose. At no time are users to erect advertising signs on trees, footpaths, or external walls or structures, footpath. Any breach of this condition will result in the hirer's deposits being forfeited.

**Furniture/fittings/fixtures including moveable walls:** All changes to any furniture/fittings/fixtures including any moveable walls is to be carried out by NIRC staff.

**Additional Electrical Fittings and Equipment:** Additional electrical fittings or equipment shall not be brought into the premises unless previously approved by NIRC and the hirer shall pay all costs associated with such fittings or equipment including the cost for any necessary additional staff required.

**Decorations:** Decorations may only be fixed to the approved hooks provided in the premises. No tape, blue tac, pins or other fixings are to be attached to painted surfaces unless approved by NIRC.

**Alterations:** The hirer will not make any alterations or additions to the structure, fittings, decorations or furnishings of the centre unless approved by NIRC.

**Repair of damage:** All damage must be reported to NIRC immediately. The hirer shall be liable for all damage and shall pay the cost of repair of any damage caused to the premises which occurs during the period of the hirer's occupation of the premises.

**Fireproofing:** All scenery, curtains or properties used in conjunction with any performance or function must be fireproofed by the hirer to the satisfaction of NIRC before being brought into the premises.

**Protection of floors:** Hirers shall carry out such directions as may be issued by the Responsible Officer for the protection of floors used for dancing from stain or other damage.

**Suspended Objects:** Suspension of objects from any ceilings in the premises is not permitted unless previously approved by NIRC.

**Removal of hirers' property at conclusion of hire:** All decorations, scenery, curtains, properties, goods and effects of the hirer must be removed from the premises by 12 noon on the first business day after the end of the hire.

**Firearms and dangerous substances:** No pyrotechnics, firearms or inflammable liquids shall be brought into the premises unless previously approved by NIRC as being necessary for the performance or function.

**Other prohibited items:** The use of confetti, rose petals, rice and metallic sprinkles is not permitted within the venue(s) or surrounding grounds. Animals will not be permitted in the venue(s) with the exception of guide and hearing assistance dogs. Chewing gum is not permitted in the venue at any time.

**Copyright:** The hirer shall not infringe or breach or permit or suffer to be infringed or breached any copyright, performing right or any other protected right in connection with any performance or function conducted in the premises. The hirer hereby indemnifies NIRC against any claim for breach of copyright. Hirers conducting events have responsibility to ensure appropriate APRA licensing for playing of copyright music and PCCA licensing for playing recorded music or music videos publicly. More information can be sourced from respective websites: [www.apraamcos.com.au](http://www.apraamcos.com.au) and [www.pcca.com.au](http://www.pcca.com.au)

**Engagement and employment of persons:** All persons engaged or employed by the hirer in connection with this agreement shall be engaged or employed on terms in compliance with the provisions of all relevant industrial agreements, awards and determinations and all such persons shall comply with this agreement.

**Revocation of Agreement:** If at any time in the opinion of NIRC:

1. there has been a breach or default of any condition by the hirer; or
2. there is a likelihood that damage may be caused to the premises if the hirer exercises the rights granted by this agreement; or
3. the performance or use to be conducted including but without limitation advertising or promotion thereof is or is likely to be of a scandalous, libellous, or objectionable character as determined by NIRC; then NIRC may cancel the hire by giving notice in writing and forfeit any payment already made without prejudice to any right or remedy of NIRC for any breach by the hirer of this Agreement.

Notwithstanding anything in these conditions, the hiring of Council premises shall be subject to cancellation by the Council (with or without notice) in the event of any Emergency, Council Function

or any other matter necessitating such cancellation, and the decision as to the necessity for such cancellation and as to the returning or otherwise of the deposit paid by the hirer following upon any such cancellation, shall be entirely at the discretion of the Council.

**Special Conditions:** Council may, depending on the nature of the use, impose special terms and conditions of hiring.

**Waiver of Conditions:** None of the provisions of this Agreement shall be taken either at law or in equity to have been varied, waived, discharged or released by NIRC unless expressly consented to in writing.

**Impossibility of performance of the Hirer Agreement due to prescribed events:** In the event of NIRC or the hirer being unable for any period to perform and discharge their contractual obligations arising out of this Agreement due to fire, flooding, services (water, electricity or telecommunications) provision outside NIRC control, strike, civil disturbance, war or act of God then the parties shall be relieved of their respective obligations accruing and occurring during such period, provided that the time for performances of this Agreement shall not be extended as a result thereof except by the written agreement of both parties.