



Wyongah Progress Association Permanent Hall Hire Application

<p><u>About this Application form</u> Use this form to apply for Permanent facility hire of the Wyongah Progress Association Hall and facilities. Hirers' wishing to use the facility less than 10 times a year should complete the facility Casual Hire Application form. <u>Keys are to be collected from the Hall hire Coordinator, signed for and a deposit of \$50.00 left. (Returned on return of key.)</u></p>	<p><u>How to Lodge this Application</u> Please ensure all fields have been completed by an adult. Once completed, forms can be submitted by Email: wyongahpa.com.au In person: to the Hall hire coordinator</p>
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Part 1: Application Details									
Company/Organisation									
Primary Contact Details:									
Title (X)	Mr	Mrs		MS		Miss		Other(List)	
Name:									
Postal Address:									
Suburb:						Post Code:			
Mobile:						Home Phone:			
Email:									
Drivers Licence No:									
Secondary Contact Details:									
Title (X)	Mr	Mrs		MS		Miss		Other(List)	
Name:									
Postal Address:									
Suburb:						Post Code:			
Mobile:						Home Phone:			
Drivers Licence No:									

Part 2: Facility Hire Details- Casual Booking-booking time must include set-up/breakdown

Activity/Program Name:		
Estimated number of people attending:		
Facility :		
Frequency:		
Store Room(Depending on availability)		
Cupboards (Depending on availability)		
Is the Kitchen required	No Yes	
Daily Proposed use of the facility (include clean up time)	Start Time :	Finish Time:
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Proposed Dates of use :	Start Date :	Finish Date:
1st quarter(January-March 31)		
2nd quarter (April-June30)		
3rd quarter (July 1-September)		
4th quarter (October1-December31)		

DATES NOT REQUIRED: LIST ALL DATES NOT REQUIRED INCLUDING PUBLIC/SCHOOL HOLIDAYS

Part 3: Fees and Charges (GST Inclusive)

Key Deposit/Bond: \$50.00	Key deposit refunded at end of booking
Plus : Hall Hire 1 hour = \$20.00	_____hrs x \$20.00 = \$ _____
Fees may also be transferred our account	Bendigo Bank BSB 633 000 Account 166 339 416

All hall hire fees are payable in advance. The fees will remain in effect until 31Dec. Fees and Charges are reviewed annually and are subject to change from Jan 1 each year. Fees based on Wyongah Progress Associations' adopted fees and charges. WPA reserve the right to terminate this agreement at any time . In cases , notification is required in writing at least 1 month prior to termination.

Part 4: Declaration

	I/We certify that the above information is true and correct in every detail. I/we understand that if the information declared on this application is not true and correct Wyongah Progress Association may refuse my/our application	
	I/we have read and completely understand all points in the application and terms and condition of part 5 and i/we or our/my representative will comply with the conditions at all times	
	I/We have authority to sign on behalf of the parent organisation under which this application is established (if applicable)	
Printed Name(s) of Applicant(s):		
Signature(s) of Applicant(s)		Date:
		Date:
Name and Signature of WPS representative.		Date:

PART 5: TERMS AND CONDITIONS

DO NOT RETURN WITH APPLICATION. PART 5 TO BE KEPT FOR HIRER'S REFERENCE

1. The hirer will pay a deposit of \$50 for each key borrowed from Wyongah Progress Association. This key cannot be transferred to, or copied for, any other person. The deposit will be refunded in full, by cheque, when the key is returned at the end of the contract period.
2. Weekly booking fee will apply when individual dates are cancelled where less than 7 days notice is given. The Hall Hire Coordinator should be contacted to cancel a booking.
3. The hirer shall effect and keep current Public Liability Insurance for not less than twenty million dollars (\$20 000 000). Copies are to be provided each year.
4. The hirer is required to obtain permission from Wyongah Progress Association prior to installing or bringing new equipment.
5. The hirer is responsible to have all electrical items electrically tested and tagged annually in accordance with Wyongah Progress Association requirements.
6. The hirer is responsible for keeping their designated storage area (where applicable) in a clean manner which does not encourage the habitat of vermin such as cockroaches, spiders, mice or ants.
7. The hirer understands that while all care is taken with property left in the hall, Wyongah Progress Association is not responsible for any loss or damage of property left.
8. The hirer agrees to
 - ✓ leave all hired spaces clean (including kitchen and toilets)
 - ✓ remove all garbage from the hired space to the exterior bins (including kitchen and toilets)
 - ✓ clean and return tables and chairs to designated areas
 - ✓ sweep floors and mop if necessary
 - ✓ supply own toilet paper

Only basic cleaning equipment is supplied. Failure to comply with the above may result in additional fees.

9. The facility must be locked and secured by the hirer at the completion of its use and all lights and equipment must be turned off.
10. The hirer acknowledges that upon termination of the agreement, they will be required to leave the areas occupied by them in a clean, undamaged condition. Failure to do so will result in the forfeiture of the key deposit. Reimbursement will be sought for any additional costs above and beyond the bond.
11. Any items brought into the venue for the hire must be removed entirely from the premises at the end of the booking where storage spaces have not been allocated.
12. All amplified and/or noise will cease by 9.00pm Sunday to Thursday, 11.00 pm Friday and Saturday and activities at the facility are to conclude by 11.30pm.
13. The use of the facility shall not cause the emission of 'offensive noise' as defined in the Protection of the Environment Operations Act, 1997.
14. Unless otherwise provided, the operation of any plant or equipment installed on the premises must not cause the emission of noise that exceeds the background noise level by more than 5

dB(A) (decibels) when measured at, or computed for, the most affected point, on or within the boundary of the most affected residential premises in the vicinity.

15. Insofar as it is relevant to this agreement, the hirer warrants to Wyongah Progress Association that:
 - a) It has or will, at all times that are relevant to the agreement comply with all its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as the "Child Protection Legislation" and, in particular, comply with those obligations during the terms of this agreement.
 - b) It does hereby, and shall forever, indemnify Wyongah Progress Association from and against all claims, actions and suits (and the costs thereof calculated upon an indemnity basis) arising out of the breach by the hirer of any of its obligations under the Child Protection Legislation and/or any warranties herein contained.
 - c) It will comply with all the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.
 - d) He/She is not a prohibited person within the meaning of the Child protection Legislation.
 - e) Insofar as it is aware, none of its existing employees are prohibited persons within the meaning of the Child Protection Legislation and has obtained prohibited persons declaration and has screened all of its current employees within the meaning of the Child protection Legislation.
16. The hirer agrees to occupy and use the venue area at the sole risk of the applicant and shall take and be subject to the same responsibilities in regard to persons, property and otherwise to which the applicant would be subject if during the term of the agreement the applicant were the owner of the venue.
17. The hirer releases Wyongah Progress Association, its employees, officers, agents and contractors from and will indemnify and keep indemnified Wyongah Progress Association, its employees, officers, agents and contractors against all claims, actions, losses and expenses of any nature which Wyongah Progress Association may suffer or incur or become liable for in respect of or arising out of, any accident or death suffered by any person arising out of any occurrence in or near the venue during the term of this agreement resulting from the neglect of the applicant.
18. The hirer is responsible to report any maintenance issues to Wyongah Progress Association.
19. The hirer is responsible to induct all staff, clients and guests onto the site in a professional and comprehensive manner.
20. The hirer is responsible for ensuring that emergency exits are not obstructed.
21. Rights and obligations conferred on the agreement under this agreement are not transferrable without the express and written approval of Wyongah Progress Association, which may be granted or withheld in Wyongah Progress Association's absolute discretion. The hirer cannot transfer, assign, sub let or sub hire their rights under this agreement. If the application is made on behalf of a group, company or other body, the person must have and produce evidence of authority to commit the group, company or body to be bound by these conditions and the obligations thereby imposed and will be jointly responsible with the group, company or body for compliance with the conditions and payment of all fees, charges or liabilities which are, or become, payable in respect of the agreement. In the event of default by the group, company or body, the person will be personally responsible for the non compliance and/or payment of such fees, charges and/or liabilities. If the application is made personally, the person will be

responsible for compliance with conditions of payment of all fees, charges or liabilities, which are or become payable in respect of the agreement. In these conditions, a reference to "person" or "persons" shall include persons, groups, companies or other bodies, whichever is appropriate.

22. It is the responsibility of the hirer at its own expense to obtain any necessary approvals for the proposed use of the venue and to conform to all rules, regulations and conditions imposed and/or comply with all notices issued by any authority.
23. Smoking is not permitted in any part of the facility, including tennis court and associated building, car park, within 10 metres of the entrance to buildings including balconies and covered areas, within 30 metres of playground areas. The hirer will be responsible to enforce the No Smoking Ban during the function or activity.
24. The hirer shall ensure that all directions as to safety are observed by the users of the venue. The hirer will read the Emergency Procedure Document on display in the venue before commencing any activities and will comply with them should an emergency occur.
25. The emergency contact number is "000" should the Police, Ambulance or Fire Brigade be needed. A small first aid kit is supplied; hirers may wish to consider bringing a first aid kit of their own. If the emergency services attend for any reason due to the hirer/hiring, the full cost will be paid by the hirer. In the event of an accident or emergency the hirer will contact Wyongah Progress Association.
26. The use of any kind of pyrotechnics, fireworks, candles and smoke or dry ice machines in any part of venue is strictly prohibited.
27. If an event has alcohol associated with it, the *Liquor Act 2007 and LIQUOR Regulation Act 2008* must be adhered to. The hiring will not take place unless any required licence is produced to the Wyong Licencing Police and Wyongah Progress Association not less than one week prior to the event. Information on licencing can be obtained from www.olgr.nsw.gov.au or by calling the customer service help line at the office of Liquor Gaming and Racing on 02 99950819. Alternatively you can apply on line at www.licence.nsw.gov.au. BYO events do not require a licence.
28. The hirer must seek approval for signage/banners to be displayed at the site. It will need to meet size and location requirements set down by Wyongah Progress Association.
29. Should a Wyongah Progress Association representative be in attendance during the hire time, the hirer at the conclusion of the hiring will comply with any direction by the Wyongah Progress Association representative.
30. If any hirer enters the facility without approval it may be deemed as trespassing and appropriate authorities notified.
31. The hirer acknowledges the appointment of the Hall Hire Co-ordinator or its representative to regulate the hiring and exercise the powers of Wyongah Progress Association in respect thereof and will comply with any reasonable requirement of such person.