



REGULAR HIRE AGREEMENT

Agreement between

>>

AND

>> **GRIFFITH PIONEER PARK MUSEUM**

Please return the completed application form to Griffith Pioneer Regional Museum via email: pioneerparkmuseum@griffith.nsw.gov.au or drop it in to the Museum ~
40 Remembrance Drive Griffith 2680.

REGULAR HIRE CLASSIFICATION & FEES

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REGULAR HIRE CLASSIFICATION & FEES

REGULAR HIRE CLASSIFICATION

1. ***A regular hire classification is for local community groups that request to utilize the Museum on a regular basis, the minimum being three consecutive uses within one calendar year. The group number must be kept limited not exceed 30 on site.***
2. The regular booking will be dependent on the availability of the function area. Fees and charges are substantially reduced for regular hirers under the proviso that if a fully paid booking is requested that this will get priority and the regular hirer will be 'bumped out'. The Museum will advise hirer of any pre-arranged bookings on a monthly basis and will endeavor to accommodate in another part of the Museum.
3. It is the Community group organizer's responsibility to ensure that their event is correctly supervised and does not breach this hire agreement. The group/hirer understands that they are liable for any additional costs or damages exceeding the \$200 bond. It is the responsibility of the Community Group and/or Hirer to ensure their guests are aware of the Museum's conditions of use.
4. The Community Group and/or Hirer is liable for themselves, their employees and any contractors whom they may engage in relation to the hire and indemnifies the Museum, all Museum employees and Council against any claims, actions losses, demands, damages and expenses arising out of any willful, unlawful or negligent act of the hirer, its employees, agents or subcontractors in connection with the hire. It is the responsibility of the Community Group and/or Hirer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured.
5. The Hire is to be taken as a regular and cyclic booking, this excludes any functions and coordinated events that are outside the user's regular business for hire. Extra functions do not make up a part of this agreement and permission will be required via written request and the appropriate Venue Hire Agreement to be completed.
6. The Community Group and/or Hirer must advise if venue is not required on their set day via txt on 0437 133 590 or email. Failure to do so will incur the regular hire cost.

MYALL PARK AREA

Monday to Fridays

Hire times are block hours & include set up and pack up			<i>Please tick time/s</i>
Day	10:00 am – 5:00 pm	\$50.00	<input type="checkbox"/>
Evening	5:00 pm – Midnight	\$50.00	<input type="checkbox"/>

Saturdays and Sundays

Hire times are block hours & include set up and pack up			<i>Please tick time/s</i>
Day	10:00 am – 5:00 pm	\$50.00	<input type="checkbox"/>
Evening	5:00 pm – Midnight	\$50.00	<input type="checkbox"/>

Equipment and/or other Hire

Outdoor Heaters - BBQ	Gas	\$10.00 per heater/BBQ	<input type="checkbox"/>
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REQUIREMENTS OF HIRE – REGULAR HIRES

STAFFING & SECURITY AT FUNCTIONS

Staff charges do not apply during Museum business hours. The security after hours will be the responsibility of the regular hire person listed on the Venue Hire Agreement as the Duty Person. If there are any imminent dangers or emergencies the duty person is required to contact the Police on 000 in the first instance. For security issues the Duty Person is required to make contact with J & J Security on 0418 696 228. If a Duty Person is not nominated then the Museum will engage staff and security at a cost to the hirer. The current fee for onsite security is \$80-\$90 per hour.

CLEANING

A mandatory cleaning fee of \$100 usually applies to function hires with over 30 in attendance.

The regular hirer is responsible to clean up any areas that were used, wipe down and pack away tables, remove additional rubbish (that does not fit in the supplied bins), decorations and any other equipment that was used. In lieu of engaging the cleaning service, the regular hirer is responsible to clean toilets, sweep and wash floors. If the premises is found untidy or unclean then the Museum will engage the cleaner and the cost will be directed to the regular hirer or taken from the bond.

HIRE FEE AND BOND

A bond of \$200 applies and this serves as a security and confirmation of booking. The bond is to be paid on lodgment of the Regular Hire Agreement. The bond will be returned at the end of the regular usage contract.

The hire fee is to be paid in full at least 1 week prior to the event.

BAR FACILITIES

Please discuss any bar requirements with the Museum Coordinator. If you intend on selling alcohol or purchased alcohol is included in the ticket price, a one off license will be required and can be obtained from OLGR (Office of Liquor, Gaming and Racing).

TRAIN

The 'Pioneer Express' may be hired out for private functions and parties. This includes 1 hour of train rides around the Museum. The driver is required to be an inducted staff member or volunteer and is dependent on their availability.

Train Hire (private events)	Dependent on availability of GPPM driver	\$100.00	<input type="text"/>
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REQUIREMENTS OF HIRE – REGULAR HIRES

Conditions of Hire

1 - Definitions

"Hirer" means the person, corporation, business or association making the application for hire

2 - Application

- (a) Application for the use of Griffith Pioneer Park Museum shall be made to the Griffith Pioneer Park Museum upon the form supplied, shall be signed by the applicant, shall state the purpose for the hours during which the facility is required and shall contain the applicant's undertaking to comply with these conditions, and;
- (b) Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such application.

3 - Confirmation of Bookings and Payment of Deposit

A booking shall only be confirmed on the lodging of an Application & Agreement for Hire form and payment of the Bond.

4 - Cancellation of Booking

- (a) All cancellations shall be advised to the Museum in writing either through email to jenny.odonnell@griffith.nsw.gov.au or txt 0437 133 590. Failure to do so will be taken that the standing hire took place and the hirer will be charged the hire fee.

5 - Variation in Charges

Griffith Pioneer Park Museum reserves the right to vary the fees and charges, as set out in the Schedule to these conditions at any time without notice.

6 – Special Conditions

Griffith Pioneer Park Museum has the right to impose special conditions in relation to COVID-19

7 - Limit of Hiring

The hirer shall only be entitled to the use of the particular part or parts of the Museum hired, and shall vacate same punctually at the time specified.

8 - Decorations

No exhibit or collection material is to be touched or removed from its location.

No decorations are to be adhered to the Museum walls.

No confetti or glitter is to be used within the property.

All decorations are to be removed.

No tape is to be fixed to the paint work.

REQUIREMENTS OF HIRE – REGULAR HIRES

9 - Damage

- (a) The floors, walls or any other part of the Museum or any fittings or furniture, including tables, chairs, crockery, cutlery, urns etc shall not be broken, pierced by any nails or screws or any such matter, or in any other way damaged. The hirer shall be responsible for making good any damage.
- (b) If the hirer fails, neglects or refuses to make good or repair any damage for which he/she is responsible under these Hire Conditions, the Museum may make good and repair any damages. The Hirer shall pay the Museum upon demand, all sums of money reasonably incurred by the Museum in so doing.

10 - Cleanliness

All areas of the Museum, including the kitchen and toilets, are to be left in a clean and tidy state. If the hirer refuses, fails or neglects to leave the premises in a satisfactory condition a private contractor shall be hired and any charge imposed shall be paid by the hirer.

11 - Smoke Free Zone

Smoking is NOT permitted inside any building or within 10 metres of any of the Museum's buildings. The designated smoking area is situated in the open air rotunda. It is the hirer's responsibility to inform their guests and mandate this. Smokers must use disposal trays provided and the hirer must ensure all butts are removed from the site.

12 – Theft

Neither the Council, Museum nor its servants will be liable for any loss or damage sustained by the hirer or any persons, firms or corporations entrusting to or supplying any article or thing being lost, damaged or stolen unless such loss, damage or theft is caused by the act or omission of the Council, Museum or its servants. The hirer hereby indemnifies the Museum against any claim by any such person, firm or corporation in respect of such article or thing except where such loss, damage or theft is caused by the act or omissions of the Council or its servants.

13 – Insurance

The hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Museum's insurance policy or policies relative to the fire and public risk in connection with the building and the hirer hereby agrees to indemnify the Museum to the extent that such policies are affected through any such act or commission or omission.

14 – Indemnity

The hirer indemnifies the Museum from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending and settling any action or claim) in respect of:

- Loss of, loss of use of, or damage to property of Museum ; or
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;
- Resulting from or by reason of anything done or omitted to be done by the Hirer arising out of your activities undertaken at or near Council's facility.
- Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

REQUIREMENTS OF HIRE – REGULAR HIRES

15 - Child Safety Conditions of Hire for Venues

Definitions

Child Safety Law means the *Child Protection (Working with Children) Act 2012* (NSW), *Child Protection (Working with Children) Regulation 2013* (NSW), *Children's Guardian Act 2019* (NSW), and any other child protection law that applies to the Hirer, the Booking or the Permitted Use being carried out at the Venue.

Child safety:

- i. The Hirer warrants that at the time of signing the Conditions of Hire, the Hirer has complied with, and at all times during the Booking Period the Hirer will comply with, its obligations under the relevant Child Safety Law, where applicable.
- ii. Any services, activities or other operations being conducted or delivered by the Hirer at the Venue are delivered independently and not on behalf of, or as agent for the City.
- iii. The Hirer is solely responsible for determining its obligations under Child Safety Law with respect to the Venue, the Permitted Use, its Booking and any associated services, activities or other operations and in this regard the Hirer must:
 - a. contact NSW Police on '000' if a child is in immediate danger of abuse or harm as described in Child Safety Law;
 - b. contact the NSW Child Protection Helpline on '132 111' to report a child at risk of significant harm, where required under Child Safety Law;
 - c. notify the City of any child safety incident occurring at the Venue or the centre and cooperate with the City for any complaints and investigations relating to such incident; and
 - d. promptly advise the City if any circumstances change which might prevent or limit the Hirer from undertaking child-related work or complying with Child Safety Law;
 - e. Provide evidence to the City of compliance with this clause if requested.

15 - Liquor

The Griffith Regional Museum is NOT licensed to sell alcohol. If you wish to sell alcohol, or purchased alcohol is included in the ticket price, a one-off function license will be required, please talk to Museum Coordinator for more information.

16 - Compliance with Fire Regulations

The hirer shall comply with all directions given including the Chief Officer of the Fire Brigade and any person holding a like appointment in any way relating to the conduct of the venue and shall comply with all rules, regulations and directions with regard to fire precautions.

EVENT INFORMATION – Please return to the Museum

GRIFFITH PIONEER PARK MUSEUM - HIRER INFORMATION

HIRER : _____
CONTACT PERSON: _____
ADDRESS: _____
PHONE NO: _____
EMAIL: _____

ABOUT YOUR EVENT

TITLE OF FUNCTION/EVENT _____
DATE/S OF FUNCTION/EVENT _____
STARTING TIME _____
*FINISHING TIME _____
HOW MANY PEOPLE EXPECTED: _____
TIME ACCESS IS REQUIRED _____
VENUE EXIT TIME (after pack up) _____

NB: Access and exit times are included in the Hire Fee

*Please note that this is strictly supervised. Any variation must be approved by the Business Coordinator prior to the Hire and appropriate fee charged.

ADDITIONAL REQUESTS (any additional activities or specific requirements)

CATERING

WILL YOU BE SERVING FOOD? YES ☐ NO ☐
WILL YOU USE PROFESSIONAL CATERERS? YES ☐ NO ☐

CATERING CONTACT NAME _____
PHONE NUMBER _____

WILL YOU BE *SERVING ALCOHOL? YES ☐ NO ☐
WILL YOU BE **SELLING ALCOHOL? YES ☐ NO ☐

*If you are serving please follow RSA guidelines

**If you are selling you are required to hold a liquor licence and a copy provided to Museum staff

PLEASE CONTACT MUSEUM IF YOU HAVE ANY FURTHER ENQUIRIES OR REQUESTS

HIRE APPLICATION & AGREEMENT

APPLICATION AND AGREEMENT

The application is hereby made to hire the Myall Park Hall or such part of the Museum as set forth in this Schedule.

I, (please print name)the Hirer, acknowledge that I understand and agree to be bound by and shall observe, perform, and fulfil the Terms and Conditions of Hiring and shall promptly and punctually pay to the Griffith City Council all monies, which may be now or hereafter become payable in respect to the hiring, in accordance with the Terms and Conditions of Hiring.

FOR AND ON BEHALF OF THE HIRER

SIGNEDDATE.....

NAME

FOR AND ON BEHALF OF GRIFFITH REGIONAL & PIONEER MUSEUM

SIGNEDDATE.....

NAME

POSITION

SPECIAL CONDITIONS

Griffith Pioneer Regional Museum has right to impose special conditions. In the light of COVID-19 and changing regulations, we are governed by the most recent government determinations regarding COVID-19. This may include closing the Museum to the public. Griffith Pioneer Park Museum is a registered COVID SAFE business.

ADMINISTRATION USE ONLY

DATE RECEIVED: _____ RECEIVED BY: _____

BOOKING ENTERED: _____ DEPOSIT PAID: _____

If required:

CATERING CONFIRMED: _____ TECHNICAL CONFIRMED: _____

CONTACT INFORMATION

Contact Information

JENNY O'DONNELL
BUSINESS ADMINISTRATION COORDINATOR

Tel 02 6962 8312

Mob 0437 133 590

jenny.odonnell@griffith.nsw.gov.au

Museum Information

Griffith Pioneer Park Museum
40 Remembrance Drive, Griffith 2680

Tel 6962 8311

Fax 6962 2815

www.griffithpioneerpark.com.au

Costings - OFFICE USE ONLY

DESCRIPTION	REQUIRED	<input checked="" type="checkbox"/> <input type="checkbox"/>	ITEM NO	COST	AMOUNT
Hire Charges		<input type="checkbox"/>	201009.0537.586	Per Use	\$50.00
Cleaning Fee	>30 attending	<input type="checkbox"/>	201009.0537.586	\$100.00	
Staff/Security Fee	After 3pm	<input type="checkbox"/>	201023.0521.555	As per schedule	
Catering	Supplied	<input type="checkbox"/>	201008.0537	As arranged	
Bond	Cash or EFT	<input type="checkbox"/>	Receipt:	Refundable	\$200.00
				Subtotal	
				Amount owing	
Bond	Refund	<input type="checkbox"/>	Date:	Amount	

Additional comments: