

## (SD-FO-225) HIRE OF DALTON PARK FACILITIES (Kiosk, Toilets & Grounds)

**Please Note:** All Applicants are required to arrange an on-site meeting with the Dalton Park Groundsman on 0427 786 807 **prior** to lodgement of the completed form. The applicant must present the Conditions of Hire form at the on-site meeting with the Dalton Park Groundsman.

### Confirmation of On-site Meeting

Signed by Dalton Park Groundsman \_\_\_\_\_ Date \_\_\_\_\_

**NO BOOKING** to be accepted within 14 days prior or after a Jockey Club race meeting or a Harness Club meeting.

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Town: \_\_\_\_\_ Post Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Date(s) of From: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Function: To: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_ No. of Persons attending function \_\_\_\_\_

Purpose of Hire: Private Party ☐ **NO 18<sup>th</sup>/21<sup>st</sup> Birthday Parties** Race Meeting - Bond Not Required ☐

Regular User ☐ Special Event/Day ☐

Facility being utilised Kiosk & Toilets ☐ Grounds ☐

Will you be erecting a marquee etc. Yes ☐ No ☐

### REQUIREMENTS UPON BOOKING

**ALL bookings to be a minimum fourteen (14) days prior to the event**

**All fees as per Council's Revenue Policy**

All fees to be paid upon booking, no tentative bookings accepted.

### CANCELLATION POLICY

If cancelled **within fourteen (14) days** of the function, the bond and 50% of hire fee will be returned.

If cancelled **less than fourteen (14) days** of the event, the bond **only** will be refunded.

**A key deposit of \$20 is payable and refunded with the bond**

I, the Hirer 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.

Applicant/Hirer Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Bond & Key Deposit **50** \_\_\_\_\_ Date Paid: \_\_\_\_/\_\_\_\_/\_\_\_\_ Receipt No \_\_\_\_\_  
(Trust Account – Category 3)

Hire Fee **639** \_\_\_\_\_ Date Paid: \_\_\_\_/\_\_\_\_/\_\_\_\_ Receipt No \_\_\_\_\_

**Cheque for Refund of Bond to be made Payable to:** Name: \_\_\_\_\_ Post: ☐ Collect: ☐  
Address: \_\_\_\_\_

Bond refund processed: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Officer: \_\_\_\_\_

## (SD-FO-225) HIRE OF DALTON PARK FACILITIES (Kiosk, Toilets & Grounds)

### CONDITIONS OF HIRE (CONDENSED)

**PLEASE NOTE:**

This document is to read in conjunction with the “Conditions of Hire” document.

**1. HOURS OF HIRE**

Access to the facilities are permitted from \_\_\_\_\_ am / pm

The facilities to be vacated and left in a clean and tidy condition by **10.00 am the following day. Or alternate arrangements to be agreed upon with Council.**

**2. PAYMENT (as per Council’s Revenue Policy)**

Bond Deposit           \$\_\_\_\_\_ to be paid within fourteen (14) days of function.

Hire Fee                 \$\_\_\_\_\_ to be paid within fourteen (14) days of function.

**3. BOND**

The bond as set in Council’s Revenue Policy, as a guarantee of fulfilment of these conditions, and as security against damage to the facilities and/or fittings or furniture contained therein, and for any abnormal cleaning of the facilities used by the Hirer.

**4. BOND REFUND**

Subject to the Kiosk, toilets and grounds being left in a clean and tidy state, bond money or part there-of will be refunded by cheque either posted or collected from Council’s Customer Service, Ground Floor, 1 Benerembah St. Once keys have been returned and the kiosk, toilets and grounds have been inspected.

**5. DECORATIONS**

No confetti.

All decorations are to be removed. No tape is to be fixed to the paint work.

**6. INSURANCE**

The responsibility is with the Hirer.

**7. FOR ALL INQUIRIES**

Please contact the Dalton Park Groundsman on 0427 786 807. If the Groundsman is unavailable please contact the Parks and Gardens Manager on 0407 433 756

**8. KEYS**

The key to the Kiosk can be collected from the Council’s Customer Service Counter, 1 Benerembah St one (1) day prior to the hire.

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### 9. USE OF CROCKERY, CUTLERY, ETC

If these items are required, they must be returned to their rightful place.

### 10. TABLES / CHAIRS

Are to be left in a neat and tidy manner.

### 11. GARBAGE

The garbage is to be placed in plastic bags and placed in the sulo bin located outside the building. All excess rubbish which does not fit into the bin is to be taken away.

### 12. CLEANING

- (a) FLOORS: to be swept, mopped and vacuumed (if necessary).
- (b) TOILETS: to be cleaned, and mopped (if necessary).
- (c) BENCHES: to be cleared and wiped down.
- (d) GROUND: to be clean and tidy and clear of all rubbish

### 13. PARKING

There is to be **NO** parking in the grounds of Dalton Park. All vehicles must be parked outside the fence areas.

Approval may be granted in special circumstances by contacting the Dalton Park Groundsman on 0427786807

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### **CONDITIONS OF HIRE**

#### **1 - DEFINITIONS**

In these conditions, unless inconsistent with the text or the subject matter, the following definitions shall apply:-

“**facilities**” shall mean Dalton Park Facilities, Kiosk, Toilets & Grounds.

“**Council**” shall mean the Griffith City Council.

“**General Manager**” shall have the meaning ascribed in the Local Government Act, 1993.

#### **2 - APPLICATION**

- (a) Application for the use of the facilities shall be made to Council's Customer Service, 1 Benerembah St upon the form supplied, shall be signed by the applicant, shall state the purpose for the hours during which the facilities are 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**

A booking shall only be confirmed upon the completion of an Application & Agreement for Hire form and payment of the prescribed fees.

#### **4 - HIRE FEES**

Fees for the hire of the facilities shall be as set in Council's Revenue Policy.

The prescribed hire fee and any bond is to be paid to the cashier at Griffith City Council at least fourteen (14) days prior to the function.

#### **5 - VARIATION IN FEES & CHARGES**

Council reserves the right to vary the fees and charges, as set out in Council's Revenue Policy at any time without notice.

#### **6 - SECURITY DAMAGES BOND**

The bond as set in Council's Revenue Policy, shall be paid within fourteen (14) days of the event as a guarantee of fulfilment of these conditions, and as security against damage to the facilities and/or fittings or furniture contained therein, and for any abnormal cleaning of the portion of the facilities used by the hirer. The hirer shall be liable on demand by the General Manager to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. Should the conditions of hiring not be fulfilled by the hirer, the bond shall be forfeited to and become the property of Council as liquidated damage.

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### **7 - BOND REFUND**

Subject to the facilities being left in a clean and tidy state, bond money or part there-of will be refunded by cheque, either posted or collected from Council's Customer Service Counter, 1 Benerembah St. The amount to be refunded is at the discretion of the Parks and Garden Manager

### **8 - METHOD OF PAYMENT**

All fees, bonds and other charges shall be paid by cash, cheque, EFTPOS or credit card.

### **9 - CANCELLATION OF BOOKING DATES**

- (a) All cancellations shall be advised to Council in writing.
- (b) Where the cancellation is made within fourteen (14) days, the bond and 50% of the hire fee is refundable.
- (c) Where the cancellation is made less than fourteen (14) days of the booked date, the bond only is refundable.
- (d) The Parks & Gardens Manager shall determine the case for refund monies when cancellation is due to circumstances beyond the control of the hirer.

### **10 - ALTERATION AND TRANSFER OF BOOKING DATES**

No alteration or transfer may be made to a confirmed booking date without forfeiture of the hire fee which applies to that date, whether it be for a single booking, a multiple booking, or part thereof.

### **Exception**

If, in the opinion of the Parks & Gardens Manager, Council has not suffered the loss of an alternative booking for such previously confirmed date, the respective security bond may be transferred to new booking date.

### **11 - FREE ACCESS**

The General Manager, the Parks & Gardens Manager and any officer or officers of the Council whom the General Manager may appoint, shall at all times and notwithstanding any hiring, be entitled to free access to any and every part of the facilities.

### **12 - SUB-LETTING**

No portion of the facilities shall be sub-let or any tenancy transferred or assigned without the written consent of the General Manager.

### **13 - REFUSAL TO LET**

It shall be at the discretion of the Council to refuse to let the facilities in any case and notwithstanding that the Council may have agreed to the letting of the facilities or that these conditions may have been accepted and signed and the hire fee and/or security bond the Council shall have the full power, if it sees fit, to cancel such letting and direct the return of the hire fee and/or bond so paid, and the hirer hereby agrees to accept the same and be held to have consented to such cancellation and to have no claim at law or inequity for any loss or damage in consequence thereof.

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### **14 - DECORATIONS**

**NO** confetti is to be used within the property. ALL decorations are to be removed. **NO** tape is to be fixed to the paint work

### **15 - DAMAGE**

- (a) The floors, walls or any other part of the Kiosk or any fittings or furniture, including tables and chairs shall not be broken, pierced by any nails or screws or any such matter, or in another 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 Council may make good and repair any damages. The Hirer shall pay the Council upon demand, all sums of money reasonably incurred by the Council in so doing.

### **16 - CLEANLINESS**

All areas of the Kiosk, including the kitchen and toilets, are to be left in a clean and tidy state to the satisfaction of the Parks & Garden Manager. If the hirer refuses, fails or neglects to leave the premises in a satisfactory condition or desires the cleaning to be the responsibility of the Council, a private contractor shall be hired and any charge imposed shall be paid by the hirer.

### **17 - SMOKE FREE ZONE**

Smoking is **NOT** permitted within 10 metres of Council Buildings

### **18 - THEFT**

Neither the Council nor it's 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. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

### **19 - INSURANCE**

The hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Council'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 Council to the extent that such policies are affected through any such act or commission or omission.

### **20 - INDEMNITY**

The hirer 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 hirer's premises for the purpose or in connection with hirer's business, activities in relation to the hire, or at the invitation or licence of the hirer, whether such are in respect of personal injuries or damage to property and howsoever arising whether due to the negligence or any act or omission of the Council, it's servants or agents or otherwise and the signed Application & Agreement for Hire, shall be deemed to be sufficient acknowledgment by the hirer of the agreement to so indemnify the Council.

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### **21 - 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.

### **22 - DISPUTES**

In the event of any disputes or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision the General Manager thereon shall be final and conclusive.

### **23 - NOISE**

The noise level from the nearest affected residence is not to exceed the background noise level between midnight and 1.00 am and is to be no greater than 5dB(A) above the background level at any other time.

The hirer shall comply with any reasonable order or direction of a Council officer or Police officer given pursuant powers under the Noise Control Act.

### **24 - LIQUOR**

Liquor may be consumed within the confines of the Dalton Park grounds. Glass containers are **prohibited**. If glass is found on the premises this will result in the forfeiture of the bond.

### **25 - COMPLIANCE WITH FIRE REGULATIONS**

The hirer shall comply with all directions given by any competent authority 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.

### **26 - REMOVAL OF PROPERTY**

The Council may give notice in writing to the hirer of any goods or chattels or effects left at the facilities at the termination of the period of hiring. Such notice shall be posted to the hirer at the address given by him in the Application and Agreement for Hire.

If, upon the expiry of ten (10) days immediately following the date of posting of such notice the hirer has not removed the goods, or chattels or effects specified in the notice, the Council shall be at liberty to dispose of any such goods, chattels and effects in any manner it chooses and upon the happening of such an event, the hirer shall expressly release the Council, its servants or agents from all liability there from.

### **27 - HIRE SUBJECT TO CONDITIONS**

Any engagement of any kind of the hall or rooms accessory thereto, shall be subject to these conditions, and the hirer shall be deemed to be aware of all such conditions.

### **28 - CONTROL OF FACILITIES**

The general administration and control of the facilities shall be vested in the General Manager and Parks & Gardens Manager who shall exercise absolute discretionary powers for the hiring, good order and control of such premises.

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### **29 - BREACHES**

Any person committing a breach of one or more of the conditions may be expelled from the facilities.

### **30 - HIRER ENTRY**

The hirer shall only have access to the facilities for the purposes of preparation and decoration at times directed by the Customer Service staff.

### **31 - INGRESS AND EGRESS**

The hirer shall maintain clear and useable without hindrance, all exits and entrances provided in the facilities and grounds.

### **32 - HIRER EXIT**

The hirer will be required to have left the facilities in a clean and tidy condition by 10.00 am on the morning after hire of the facilities. Alternate arrangements to be negotiated with Council, regarding exit time, if required.

### **33 – CLOSE OF THE FUNCTION**

When the facilities are hired for a social function such as a Wedding Reception, Birthday Party or a Celebration/Party (of any kind), the function shall **cease** at 1.00 am.

Council may require a responsible adult or the engagement of a security personnel (where nominated) to be present to close the function. The cost of any security personnel shall be borne by the hirer.

### **34 – TABLES & CHAIRS**

At the completion of hire please ensure that all **eleven (11) tables and forty (44) chairs** are left in a neat and tidy order.