

Community Hall

Conditions of Hire



Introduction

This document details the conditions of hire for the Community Hall at Breakfast Point.

1. The Hirer

The Hirer must be 21 years of age or over and must provide proof of age, when applying to use the hall.

If the Hirer is hiring the hall on behalf of a registered or incorporated organisation, they must possess and provide a copy of their Certificate of Currency for Public Liability Insurance. A minimum coverage amount of \$20 million is required and an active ABN and/or ACN number.

The Hirer must provide at least one contact with a mobile phone and email address for communication purposes.

2. Approved Use of the Hall

The Hirer must disclose the intended use of the hall, including the nature of the function.

BPCA have the authority to deny access to a hirer where the activity is considered inappropriate for the venue.

Bookings will not be accepted for 16ths through to 21st Birthday parties – no exceptions.

Failure to advise Council of any of the functions listed in Section 2 (c) may result in the forfeiture of all or any part of the bond.

The function must not be openly and/or publicly advertised without prior, written consent from BPCA. This includes advertising via the internet including social media and forums. Breach of this condition may constitute a prohibited use pursuant to clause 3 of this agreement.

3. Prohibited Use of the Hall

Breakfast Pint Community Association (BPCA) reserves the right to decline the application for hire if it constitutes a prohibited use of the hall.

Prohibited uses of the hall include but are not limited to:

- Any unlawful activities, including but not limited to, underage drinking, unauthorised sale of goods, unauthorised fundraising.
- Functions that would be deemed offensive or discriminatory to the community or a section of the community, per the standards contained in the Anti-Discrimination Act 1977 (NSW).
- Any activities that BPCA deems to be dangerous, offensive or unlawful.
- Any activities that BPCA deems to place the attendees and community at risk of any physical or mental harm.
- The use of any kind of pyrotechnics, fireworks, candles and smoke, or dry ice machines in any venue is strictly forbidden.
- Any other activities that BPCA deems to be inappropriate.
- BPCA may terminate this Agreement at any time by giving written notice to the Hirer, should it be deemed, due to any matter, that the intended use of the hall constitutes a prohibited use.

4. Bookings

BPCA reserves the right to refuse an application of venue hire, or to cancel any reservation already made without explanation, and to refund the fees and charges paid. BPCA shall not be liable in any way for any loss or damage or otherwise in consequence of the exercising of this right.

BPCA reserves the right to revise the fees, charges and bond payable from time to time as necessary.

BPCA may propose to the booking party at change of function venue to another suitable venue within the premises at anytime prior to 30 days before the date book for the function. If the booking party does not

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agree with the proposed changed venue, the booking may be cancelled and the hirer to receive a full refund of the deposit paid.

Tentative bookings are held for a maximum of 5 days from the time a completed booking form has been received. A deposit must be paid within 5 days to secure the booking.

A booking will only be confirmed when payment of security bond and venue hire fee is received.

The hirer must read all terms and conditions contain herein and signify their agreeance by completing and signing the attached application form.

The hirer must provide the original of the Certificate of Currency for Public Liability Insurance (where applicable) for photocopying or provide a certified copy.

The hirer must provide original photo identification with their Breakfast Point address for photocopying.

It is the responsibility of the hirer at its own expense to obtain any necessary approvals for the proposed use of the venue and conform to all rules, regulations and conditions imposed and/or comply with all notice's issued by any authority.

Period of Hire

Association venues are in high demand and strict adherence to hiring times is enforced. Bump in and bump out time must be included in period of hire.

The earliest bump-in time is 8am, and this is subject to the allocated booking time. Evening events must conclude at 9:30pm and completed bump out by 9:30pm. If a hirer exceeds the allocated booking time, the hirer will be charged a fee of \$350 for each hour.

Security Bond

The security bond must be paid at the time of booking.

The bond will be refunded to the hirer's nominated bank account within 10 working days after the event on condition the Community Hall is left in its original state.

The bond will be fortified in whole or part if the Community Hall or its fixtures or fittings are damaged, or the Community Hall is left dirty or failure to comply with the conditions of hire.

Where it is deemed that a bond is not required, any damages or additional cleaning will be invoiced to the Hirer.

Venue Access

The Hirer is only permitted to use the area booked and identified on the booking form. The keys for the Community Hall are to be collected from the Breakfast Point Country Club Reception, located at 72 Village Drive, Breakfast Point no earlier than 15 minutes prior to the commencement of the booking.

If the event concludes outside the Country Club trading hours, arrangement for returning the keys must be made.

Venue keys that are not returned at the pre-arranged time will incur a late fee of \$75.00.

Contractors and deliveries can only be accepted by the hirer and during the hire period of the Community Hall. Breakfast Point Country Club employees will not receive and/ or take responsibility for deliveries of goods left for an event.

Pre-event site visits can be arranged with the Country Club staff by appointment only and when the Community Hall is vacant.

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Lost Key

If the Community Hall key that is signed over to the hirer is lost, the cost of a replacement key is \$200.00 per key, for which the hirer will be charged,

Change of Booking Date

Notification of changes to dates/ times must be made in writing to the above email within five (5) Business days prior to the scheduled function. Only one free change of date will be permissible, after which each subsequent change will incur an administration fee per the Schedule of Fees and Charges.

Cancellation of Booking

If a confirmed booking is cancelled by the hirer more than 6 weeks prior to the event date, a penalty of 50% of the hire fee applies. If a confirmed booking is cancelled less than 6 weeks before the event date, a penalty of 100% will be incurred. All cancellations are to be confirmed in writing to events@breakfastpointcountryclub.com.au as soon as possible.

Cancellation By Breakfast Point Community Association

If the booking is cancelled by the BPCA without fault of the hirer, the Community Association (CA) will refund hire and bond payments for that particular booking. The CA may cancel the booking if

- The CA becomes aware that any event, good or services proposed to be held or provided by the hirer is/are objectionable, dangerous, prohibited by law, pose a safety threat, inappropriate impact on residents or contravene our terms and conditions
- The venue is required for a Breakfast Point Community Event

- The hire fees, bond and/or completed forms have not been provided to the Event Manager within the 5 day tentative booking period
- Maintenance or urgent repairs are being carried out to the venue
- The hirer has not provided evidence of insurance coverage and/or liquor licence

The BPCA and its representatives, reserve the right to monitor an event and limit access to the venue by individuals or amend booking times if there are concerns about the safety of people attending, resident of Breakfast Point or Community Associations property

Restricted Items

There are no cooking facilities provided within the Community Hall therefore cooking is not permitted within the Community Hall and its surrounding grounds. All food should be prepared off site and delivered prepared for consumption. Under no circumstances is food to be prepared and/or cooked within the community hall or the surroundings grounds. Street vendors and food trucks are not permitted within Breakfast Point.

Smoking is not permitted in any Breakfast Point venue under the Smoke Free Environment Act 2000. This includes any pedestrian access point to the Community Hall. A designated smoking area is located at the Community Hall. Disposing of rubbish, cigarette and cigar butts in the surrounding gardens and footpaths of venues is not permitted. A portable cigarette bin is provided and must be placed at a distant greater than 4m from the entrance of the Community Hall.

The hirer is liable for all damage to property caused, directly or indirectly, by the booking party, or any of its contractors or attendees. Floors, walls, furniture or any part of the building shall not be broken or pierced by nails, screws, dux tape or any fastenings. Nor shall any appliance, fitting or fixture be interfered with in any way. Adhesive are not to be used on any surface.

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The use of a marquee is permitted within the nominated location shown on the map attached. No structure may be pegged into the ground. All structures requiring tethering must use a weighted system. This includes items such as jumping castle, wedding archways, sun shelter etc. the use of pegs will potentially damage the underground irrigation system. The hirer will be liable for all fees incurred to repair damaged property.

Motor Vehicle and Motorcycle Access

Motor vehicles, motorcycles and trailers are not permitted to drive or park on any pathway or grass area within the Breakfast Point Precinct. The hirer is responsible for any damage occurred by a motor vehicle or motorcycle whilst in Breakfast Point. The revving of motor vehicles and motorcycles is not permitted within the Breakfast Point precinct. Breakfast Point roadways are privately owned and are therefore private property.

Heavy vehicles including buses are not permitted within breakfast point for an event. Unauthorized heavy vehicles associated with an event will result in a loss of the security bond and banning of booking future events in Breakfast Point.

The marked parking spots are for the use of motor vehicles and motorcycles only. Portable entertainment rides are not permitted within Breakfast Point.

Under no circumstances are motor vehicles, motorcycles, or trailers to impede traffic egress or park illegally in Breakfast Point.

Hirers Responsibility During Hire Period

The hirer must be present for the duration of the event and is responsible for the conduct and behaviour of their guests. This includes public safety, prevention of damage to the venue, emergency evacuation, noise levels, and returning the venue in a clean and tidy condition.

The hirer should make themselves aware of the emergency evacuation procedure located within the

entrance of the Community Hall. Failure to carry out these responsibilities may result in all or part of the security bond being withheld and pay compromise future bookings.

The hirer is responsible for the following;

- All equipment belonging to the Community Hall is to be returned to its storage space
- All cleaning and rubbish disposal to be completed in line with cleaning section of the terms and conditions
- Ensure all lights, fans and air conditioning units are turned off, and all doors are securely locked when leaving the venue
- Contact Breakfast Point Country Club on 8765 6900 at the commencement of your event if the venue is found to be untidy, dirty or there is visible damage to the building fixtures or fittings. Breakfast Point Community Association encourages hirers to take photos of dirty and/or damaged facilities when discovered
- No animals, except guide dogs and vested companion animals are permitted within the premises
- Must ensure emergency exits are left clear and usable without hinderance at all times
- In the event of an emergency the hirer must contact emergency services, 000 and Breakfast Point Country Club 8765 6900.

Security

Security Guards may be required for some Community Hall bookings. The Security Guards act on behalf of the BPCA and all direction and instruction given by the Security Guard must be complied with. Failure to comply with the Security Guard will lead to the forfeit of the total bond.

Where guests are under the age of 21 BPCA requires assurance that there will be a ratio of one (1) adult over 21 years of age to every 10 guests under 21 (with the

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exception of school concerts or similar events). The adult supervisors must be capable of maintaining order at the functions. Failure to provide this ratio of supervision may result in forfeiture of all or part of bond regardless of damages caused.

Don't forget that the Community Hall is in a residential area

Noise Control

Breakfast Point is a residential neighbourhood and therefore music, motor vehicle, motorcycle and crowd noise levels must not cause annoyance to occupants of neighbouring properties.

Live music and other amplified sources are prohibited and require BPCA approval.

The sound system in the Community Hall can be booked at an additional cost of \$100 hire fee. The sound system is locked and requires a staff member to activate the system.

Under no circumstances are the external speakers at the Community Hall to be used, or any form of music played outside the Community Hall.

Any request from the BPCA contracted security company, Country Club representative or Community Association representative to reduce sound levels shall be complied with immediately. All noise is to cease at 9:30pm and all participants are to leave the area quietly and respectful of the residents.

Cleaning

The venue must be left in a clean and tidy condition by the hirer and locked on departure. The cleaning of the venue is to occur as per the attached checklist.

The BPCA reserves the right to impose additional waste disposal charges after an event where additional cleaning services are required to remove fat splatter, spills and rubbish.

Alcohol

Alcohol may only be consumed at the Community Hall under the following conditions:

- A Waiver Form is to be signed waiving BPCA responsibility for any issues arising and making the nominated organiser the responsible person who must be present for the entire event.
- An application for a booking is to be made at least 6 weeks in advance of the planned activity.
- Alcohol is not sold or provided to persons under the age of 18 and there is no entrance fee or fund-raising activity involved with the activity.
- The BPCA Chair will decide whether the proposed activity is eligible to be held in the Admin Building or some other community asset.

An asset location test consisting of the following will be used:

- 1) The Club is not available or is not suitable.
- 2) The Community Hall is not available or is not suitable.
- 3) The request does not fit the definition of an activity and is designated as being a function

No alcohol is to be consumed outside the boundaries of the venue and harm minimization and intoxication will be monitored. Bulk beer is not permitted in Breakfast Point.

The sale of alcohol is only permitted with prior BCPA written approval and with an application to the Independent Liquor and Gaming Authority for an Application for Limited licence- single function at least 28 days before the function. Refer to www.licence.nsw.gov.au for further information regarding regulations and fees. A

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copy of the Limited Licence- single function must be provided to BPCA prior to obtaining access to the hall.

Use For Sale Of Goods or Advertising

The Community Hall may not be used for the sale of products for profit or for advertising purposes unless prior written permission is granted. Approval must be provided in writing prior to the booking.

No Liability

BPCA does not accept any responsibility or liability for loss or damage to any property on the Community Association premises prior to, during or after the function. Lost property items found will be placed at the Country Club Reception lost property.

Outside Contractors

Breakfast Point Country Club must be notified and approve all contractors (including entertainers) to be engaged by the hirer for any function. Any display, exhibition or stage requirements must be submitted to the Club Management at least 30 days prior to the function for approval.

Insurances

Any hirer representing a registered or incorporated organisation must provide any insurance reasonably required in relation to the event. The hirer must ensure that all contractors hired by them for the hiring period are covered by their own public risk and workers compensation insurance.

To the extent permitted by the law, the hirer releases the BPCA (including its employees, contractor and agents) from any loss or injury to property suffered by the client or their guests whilst in the Community Hall and using the facilities.

In the event a guest attending a private function makes a claim against the Community Associations public risk insurance policy because of an incident or accident occurring at the function or in Breakfast Point, the hirer may be required to pay any increased premium and/or excess fee attributed to any claim as determined by the Executive Committee. This fee will be deducted from the bond.

The booking party must accept these conditions of use, thereby constituting a legally enforceable agreement, by signing the booking form and liability acceptance. There may be no amendment to the agreement accept in writing signed by the booking party and BPCA.

Related resources

Insert links to further information

- [Venue Hire Policy](#)
- [Alcohol Waiver Form](#)
- [Community Hall FAQ's](#)

Ask us a question

Please contact us at:

reception@breakfastpointcountryclub.com.au

Phone: 02 8765 6900

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Booking Form – Community Hall

I have read and understand and agree to the Conditions of Hire. I agree to indemnify Breakfast Point Community Association for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Hirer that may arise at or using the hall.

Name: _____ Signature: _____ Date: _____

Booking Form:				Office Use:	
Hirer's name:				Copy of photo ID	Yes / No
Mobile:					
Address:				BP Resident?	Yes / No
Hirer's Organisation:	(Community Org or Commercial require public liability)			Copy of Public Liability Insurance:	
Hire Type:				Not for Profit:	Yes/No
Event date(s):				Cost:	
Bump In:	Full day: Yes / No Half Day: Yes (3 – 9) Date:	Bump Out:	Full day: Yes / No Half Day: Yes (8 – 2) Date:	Cost:	
Details of event:			# of attendees:		
Full day hire:	Yes / No				
Half day hire:	8.00am – 2.00pm – Yes / No 3.00pm – 9.30pm – Yes / No				
Alcohol	Proposed sale: Yes / No Supplied: Yes / No			Copy of Liquor Licence:	
				Waiver signed:	
Hirer Bank Details:	Bank: Account name: Account BSB: Account number:			Deposit Paid:	
				Deposit refunded:	