

## Arts Centre application for regular hire

Bankstown Arts Centre is a cultural facility, where artists and community groups collaborate to explore ideas and learn, create and experience contemporary community based arts.

The priority for bookings at the facility will be for programs that focus on:

- Facilitating community learning and experience of the arts through music, film, visual arts, theatre, dance, literature, and new media;
- Support for professional arts development;
- Support for emerging artists community cultural development programs and projects.

To make a booking, or to view the Centre, call 9707 5400.

**Please print all information and select appropriate boxes.**

\*All completed booking applications must be submitted directly to [artscentre@cbc.city.nsw.gov.au](mailto:artscentre@cbc.city.nsw.gov.au) or via fax on 9707 5717.

**No booking is confirmed until you receive a confirmation letter.**

1. Applicant's details			
Name of hirer	Mr	Mrs	Miss Ms
Organisation			
Postal address		Postcode	
Home phone		Work phone	
Mobile (required)			
Email			
2. Proposed room and type of function			
<p><b>Rehearsal 2</b>            Maximum capacity - 60            Description: The Rehearsal Studio is suitable for activities such as: various rehearsals; creative development; theatre; dance; and music training.            Please select what type of event you will be holding:            Rehearsal   Creative development   Theatre   Dance   Music training</p> <p>No food or drink is allowed inside.</p>			
<p><b>Studio 1</b>            Maximum Capacity - 15            Description: Studio 1 hire is available for workshops, Multimedia and arts/crafts activities.            Minimum of 4 hours hire is required.</p> <p>Please select what type of event you will be holding:   Workshops   Multimedia   Arts and crafts activities</p>			
3. Hire details			
<p>Will food be served?   Yes   No            Will alcohol be consumed?   Yes   No            Will alcohol be sold on the premises (including any pre-paid function selling alcohol)?   Yes   No</p> <p>If alcohol is sold on the premises, OR alcohol is to be consumed on the premises and you are an incorporated Community Group, a liquor licence application must be completed and submitted to your nearest Police station. Please forward a copy of the licence to Council at least 10 days before the function</p>			



#### 4. Food & beverages

Name of event			
Purpose of hire			
Dates of event <small>Please use the calendar on page 4</small>			
Frequency of hire			
First date of hire			
Last date of hire			
Facility required from (access time)		Required until (including packing / cleaning time)	
Event times - start		Finish	
Expected attendance			

#### 5. Alteration to hire

- Any changes to a booking will require 10 days prior notice to receive a refund or a credit, and you must complete an alteration to hire form.
- Applications are renewed after 30 June and are valid for 12 months.
- Excessive alterations may incur an administration fee (as per Fees & Charges).

All renewed applications need to be received by 31 May 2019 and Council cannot guarantee availability.

#### 6. Community groups

Community groups seeking the community rate are to provide documentation that proves your organisation's not-for-profit status and how the event/function will benefit the community of Canterbury-Bankstown. Please provide one of the documents below:

A copy of your group's Certificate of Incorporation (from the Department of Fair Trading);

An Authority to Fundraise (from the Department of Gaming and Racing); or

Income Tax Exempt Charity Statement (from Australian Taxation Office).

Please also send:

A letter explaining how your function/event will benefit the community of Canterbury-Bankstown. This must accompany your application.

#### 7. Required details

All regular hirers MUST provide:

A letter explaining how your function/event will benefit the community of Canterbury-Bankstown.

Is your function open to the local community?

Yes No

Explanation of the type  
of activity

#### 8. Fee payable

How would you like to pay for your hire? One lump sum Quarterly payments

For quarterly payments, Council will send you a tax invoice three months in advance and payments must be paid at the **start** of each quarter. **Please note, hall hire charges are by the HOUR only.**



## 9. Insurance

Please attach a copy of your certificate of Currency.

Regular hirer's must provide Council with a minimum of \$20,000,000 Public Liability Insurance cover.

This policy MUST name Canterbury-Bankstown Council as in interested party.

Tax invoices or summary sheets WILL NOT be accepted.

## 10. Required dates

Hirers need to tick requested dates of hire on the calendar attached. Please note, Public Holidays and School Holidays have been highlighted for your convenience and should only be marked if required.

**No booking is confirmed until a confirmation letter is received.**

### Please mark requested dates on the calendar

2019

JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6			1	2	3			1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	15	16	17	18	19	20	21
21	22	23	24	25	26	27	19	20	21	22	23	24	25	22	23	24	25	26	27	28	
28	29	30	31				26	27	28	29	30	31		29	30						

  

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

- ✓ Date Selected
- School holidays
- Public holidays

If you do hire a hall on a public holiday, the weekend hall hire rate will apply, regardless on what day the public holiday falls on. Weekend starts at 4pm on Friday afternoon and ends at 8am on Monday morning.

2020

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	1	2	3	4	5	6	7	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				

  

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2		1	2	3	4	5	6	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				



## 11. Agreement

The Organisation/Group/Individual agrees with Council to use the facility and the key/swipe card to that facility on the following terms:

- To abide by the Terms and Conditions applying for the use of the Arts Centre;
- To use the hired area only for agreed time and purpose specified on the application;
- To leave the hired area, on each occasion of use, in a clean and tidy state;
- To lock all windows and doors, if applicable, and to arm the Centre security system as required upon exit;
- To report any damage to Council immediately; and
- Please note that copies of the key can only be made by Council and Council has the right to refuse a booking without the necessity to give reason.

A casual hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes less frequently than 12 times per calendar year.

I the hirer have read, understood, and agree to abide by the Terms and Conditions for the hire of Council's Arts Centre. I agree to be fully responsible for the payment of fees and any additional charges arising out of hiring, in accordance with the Terms and Conditions that have been supplied to me.

Name	
Signature	
Date	

## 12. Checklist

Please use this checklist to assist you with the completion of this hire form:

Provided all necessary details:

- Personal details (name, address, telephone numbers, email, community group/organisation details);
- Hire details (proposed hall/centre, type of function, dates for hire, frequency of hire);
- Calendar (crossed dates required for hire);
- Written description for function/activity;
- Read and agreed to the Terms and Conditions of hire;
- Signed the hire form and indemnity and release form; and
- Attached a copy of your organisation's PLI.

**AND** for Community Groups:

- Explanation letter of benefit to Canterbury-Bankstown Community;
- plus**
- Attached a copy of your Organisation's Certificate of Incorporation;
- or**
- Attached a copy of your Organisation's Authority to Fundraise;
- or**
- Attached a copy of your Organisation's Income Tax Exempt Charity Statement.

## Arts Centre Indemnity and release form

Details of hirer			
Name of hirer	Mr	Mrs	Miss Ms
Organisation			
Postal address			Postcode
Home phone			Work phone
Mobile (required)			
Email			

### Indemnity

(Name of hirer) (hereafter known as 'the Hirer') agrees to indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

Loss of, loss of use of, or damage to property of the Hirer; 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 at the Arts Centre.

The Hirer's 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."

### Release

The Hirer unconditionally releases Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the Hirer or any of the Hirer's Agents.

The Hirer agrees not to sue or make any claim or demand against Council, in respect of matters covered by this release.

I declare the information supplied by me on this form is complete, true and correct to the best of my knowledge.

Agreement	
Name	
Signature	
Date	

## Terms and conditions for the hire of Council's Arts Centre

### Terms

We aim to provide clean, quality, affordable facilities for community use. We appreciate your assistance in providing these facilities to the community. Penalties for breaching any of these conditions of hire can include fines or immediate cancellation of hire.

The hirer must:

- Be over 18 years of age to book the facility and sign the Application Form;
- Understand that no booking is confirmed until full payment has been made and a confirmation letter received;
- State precisely the type of activity to take place in the facility and any set up involved i.e. signs on walls;
- Under no circumstances enter any areas other than the section hired;
- Only be in the facility the times your application states. Any additional time will be charged to the hirer;
- Provide proposal for approval and risk assessment for any outdoor activity;
- Notify police immediately if there is any threat of trouble;
- Report any accidents or near accidents to Council Customer Service staff upon return of your key or as soon as possible;
- Ensure the area is clean and all windows and doors are locked when leaving, and where required, the alarm is activated;
- Ensure all Council buildings and surrounding areas are smoke free zones;
- Arrange a person to assume responsibility on behalf of the hirer in their absence;
- Ensure all appliances, air conditioning, lights and fans are turned off when leaving the premises;
- No pets or animals are to be on the premises;
- Council facilities are not available for overnight hire. Sleeping or staying overnight on the premises is not permitted;
- All cancellations are to be made in writing. Cancellations made within 10 days of the function will incur a cancellation fee;
- Helium balloons are not permitted at the facility. Smoke machines are not allowed; and
- Only trained Council Officers are allowed to operate the Acromat Seating in the Theatre. Throwing of confetti, glitter, sprays, poppers or rice is not permitted. A charge will be deducted from the hirers bond, or added to their invoice, if the above items are required to be removed from the facility.

### Cleaning

The facility must be left clean and ready for the next user. The hirer must:

- Sweep the floor. Any spills are to be mopped with warm water only;
- Wipe down all benches, tables, chairs and fridge (if applicable);
- Dispose of rubbish correctly into outside bins before leaving. Rubbish is not to be dumped on the ground near the bins. Recycle if possible;
- Ensure the toilets are left in a clean manner;
- Safely stack all tables and chairs. All furniture should be accounted for;
- Ensure that the outside area, including the car park is free of litter;
- Supply own garbage bags, cutlery, crockery and cleaning materials;
- Ensure any excess waste is taken away and disposed of appropriately;
- Report if the facility was not found in a clean and tidy state; and
- Ensure that no food or drink is left on the premises (especially in the refrigerator, if applicable).

### Noise impact on surrounding residents

The hirer is responsible for the preservation of good order during and following the hire of the facility.

- Vehicles should not obstruct access to driveways or restrict parking in the street;
- Hirer's must meet the requirements of the Noise Pollution Act; and
- All music and noise levels must be kept at an acceptable level. Music must cease at 12am.



## **Bond**

The bond is held as a deposit against possible damage of the community hall, centre and meeting rooms, its furniture and fittings, including fire and electrical services. Reasons that all, or part of the bond may be retained include: the function running overtime; smoking in the facility; or additional cleaning being required. The hirer is required to provide photographic evidence to support claims the facility was in an unsatisfactory condition prior to their hire. Providing that all Terms and Conditions of hire are adhered to, the bond will normally be returned approximately three (3) weeks after the function. Should Council be investigating concerns arising from your booking, you will be notified accordingly.

## **Keys**

Keys and/or swipe card are to be collected by the hirer the working day before your function, from Council's Customer Service Centre, upper ground floor, Civic Tower, 66 Rickard Road, Bankstown. If the key is not collected, access may not be possible, or the hirer will be charged all resulting fees including an after-hours callout fee. It is illegal to make a duplicate copy of the key issued or change existing locks in any of the facilities.

## **Personal property / storage**

All items brought in by the hirer must be removed from the premises no later than the time specified on the hiring agreement. Hirers are responsible for the care and control of their own property and personal effects. Loss or damage to such items is not covered by Council's insurance policy.

## **Fees**

Regular Hire - Applications are renewed on an annual basis from 1 July to 30 June the following year. Hire is paid in advance on a quarterly basis, unless otherwise agreed with Council. Failure to pay accounts on time will result in hire being terminated. Regular hirers are to comply with Public Liability insurance requirements as noted on the application form.

Casual Hire - full hire fee and bond must be paid before any booking is accepted.

## **Special terms**

- Council has the right to set out special conditions and hire fees for functions not covered in the current fees and charges.
- No game of chance, gambling or any other kind of illegal activities are permitted inside Council facilities.
- If alcohol is sold at the venue, a Liquor Licence must be obtained from the Police, with a copy supplied to Council.
- The selling of goods is not permitted in the Arts Centre.
- The Centre is not equipped with an emergency first aid kit. It is the responsibility of the hirer to have first aid supplies available at all times.
- Council approval must be sought to:
  - Sub lease the facility;
  - Advertise or promote community material; and
  - Charge an entry fee.
- Council reserves the right to refuse any booking and to cancel a booking already made for whatever reason. With such cancellations, Council will refund the hirer any monies paid. The Council will not be liable for any loss, injury or damage or otherwise of the exercise of any right stated under this agreement, including the right of cancellation.
- Hirers are required to bring their confirmation letter to their function.
- Council halls, centres and meeting rooms are hired under the condition that the person(s) whose signature appears on the application form, accepts and agrees to abide by the above prescribed terms and conditions.