



HIRE AGREEMENT

Smithfield Road Prairiewood 9725 0334
showground@fairfieldcity.nsw.gov.au

Hirer: _____ Date: _____
(Incorporated Body or Person Name Only)

Club or Organisation Name (if unincorporated) _____

Note: If the ground/area is intended to be hired by an unincorporated club or association, the Hirer named above must be a natural person who agrees to be bound by the terms of this Agreement.

Address: _____
_____ Post Code: _____

Primary Contact: _____

Telephone (H): _____ (W): _____

(Fax): _____ (M): _____

(Email): _____

Name of Event: _____

Date of Event: _____

Anticipated Attendance: _____

Ground\Area Hired: _____

FEES & CHARGES

As at 1/7/2024

Booking Fee: **\$ 600.00** Date: _____ Receipt No: _____
To be paid at date of booking to secure the booking, non-refundable.

Ground Hire: **\$5600.00** Date: _____ Receipt No: _____
To be paid at least 15 working days before the booked date, non-refundable.

* Charges Bond: **\$2100.00** Date: _____ Receipt No: _____
To be paid at least 10 working days before the booked date.

* Operations Control Bond: **\$2100.00** Date: _____ Receipt No: _____
To be paid at least 10 working days before the booked date.

*Refundable after deduction of charges e.g. electricity, water & cleaning etc.

ADDITIONAL FACILITIES

	Yes	No	Notes
Markets Office Area, Foyer and Back Office			
Exhibition Hall			Additional Charges apply
Turn Stiles - Southern			
- Northern			
A.T.M			Hire Charge, minimum \$200
First Aid Facilities	✓		Compulsory
Rubbish Removal			Charge applies for Council to remove.
Other			

ELECTRICITY & WATER

Meters will be read before setting up and after the event and the Hirer will compensate Council for usage.

SETTING UP

	Date	Commencement Time	Completion Date/Time
Setting Up Saturday		7:30 pm	
Dismantling			

EVENT OPERATING HOURS

The standard operating hours for events are 10.00am to 10.00pm, however earlier opening times may be negotiated, depending on the nature of the event.

Opening and Closing Hours of Event (*Advertised times to Public*): _____

Committee Members arrival times on event day: _____

Will there be representatives staying overnight?: _____

ENTERTAINMENT

Please indicate what entertainment has been organised for the event including but not restricted to music, singing, dancing, refreshments, stalls and amusement rides:

Carnival and sideshow operator: _____

Contact Number: _____

A copy of the operator's public liability insurance and a SafeWork registration certificate for each ride must be supplied to Council at least seven (7) days before the Event.

SECURITY

Name of Security Company: _____

Contact Number: _____

Has the Licensing Officer at Fairfield Police Station
been provided with the Police Notification Form? YES NO
If YES attached is a copy of Police Notification Form

PUBLIC LIABILITY INSURANCE

Hiring fees do not include public liability insurance cover which is the responsibility of the Hirer.

Public Liability Insurer: _____

Amount of Cover: _____

- Council requires all Hirers to attach a copy of the current Public Liability Insurance Policy to this form before approval can be granted.** The level of cover must not be less than \$10,000,000. Fairfield City Council must be named as an interested party on that policy for the duration of the hire period.

CLEANING

The fees paid for the hire of grounds or areas do not include the cost of cleaning those grounds or areas and the improvements erected thereon. Keeping the grounds or areas and the improvements erected thereon to a standard of cleanliness required by the Council is the responsibility of the Hirer.

Cleaning Company: _____

Contact Number: _____

FIRST AID

Have First Aid Officers been
organised? *(Please provide confirmation)* YES NO

SALE OF FOOD

Is it your intention to have temporary food stalls? YES NO

Has the Fairfield Council Community Health Branch been notified? YES NO

SALE OF ALCOHOL

Is it your intention to sell alcohol? YES NO

If YES permission must be obtained from Council, and the Hirer must obtain a licence from Liquor & Gaming NSW.

FIREWORKS DISPLAY

Is it your intention to conduct a fireworks display? YES NO

If YES approval for the display must be obtained from both SafeWork NSW and Council's Environmental Standards Department. Council requires that a Firework Application Form be submitted to obtain approval for a fireworks display no later than three (3) weeks prior to the event. For further details, please contact Council's Environmental Standards Department on 9725 0801.

GOODS AND SERVICES TAX (GST)

The Hire of this site is subject to 10% GST. The Hirer of this site is responsible for the payment of all GST on this transaction. All GST is payable to Fairfield City Council. The Hire Fees shown is inclusive of GST.

GENERAL CONDITIONS

1. All bookings must be made on the required Hire Agreement form.
2. The Hirer agrees to pay to the Council the fees and charges for the use of the Showground facilities as determined by the Council from time to time and agrees the Council may alter such fees and charges at any time.
3. All fees & charges for hire must be paid as set out on the front page of the hire agreement and if no date is set out not less than seven (7) days before the event.
4. The Bonds paid may be forfeited if the Hire Agreement is breached. The onus is on the Hirer to ensure volunteer workers, subcontractors and employees observe the Hire Agreement.
5. Any loss or damage suffered by the Council will be deducted from the bond. If this is insufficient to cover the cost of any loss or damage, the difference will be payable by the Hirer upon demand by the Council.
6. If the Showground facilities are intended to be used by an unincorporated Club or Association, the Hirer shall pay and be personally liable to pay to the Council the full amount of Council's fees and charges for the booking of such facility. Unless the Hirer obtains the consent in writing from Council, the Hirer remains liable for the full amount due notwithstanding that the Hirer ceases to have any membership of or connection with such unincorporated Club or Association.
7. Compliance with the provisions of the Local Government Act shall be deemed to be incorporated in and form part of the Conditions of Hire.
8. The use of the grounds or area is subject to the provisions of any noise control legislation.
9. The standard operating hours for events are 10.00am to 10.00pm, however opening times may be negotiated, depending on the nature of the event.

10. The Hirer shall not cause or permit any assembling, erecting, dismantling or transporting of equipment onto or from the grounds or area or the cleaning of the grounds or area after midnight or before 6.00 am.

PUBLIC LIABILITY INSURANCE

11. Hirers for the use of Council grounds or areas must have a current Public Liability insurance Policy of not less than \$10,000,000. Fairfield City Council must be named as an interested party on that policy for the duration of the hire period. Evidence of that cover must be produced upon request by Council.

CANCELLATION

12. If it is decided by the Hirer to cancel a booking, due to sudden or unforeseen circumstances, notice in writing 14 days before the proposed event shall be given to the Council. Council may in its sole discretion refund the fee paid less the BOOKING FEE and any amount to cover any expense incurred by Council. No refund of any fees will be made in any other situation.

RESPONSIBILITY

13. The Hirer will be a responsible person or organisation and will be liable to Council for the cost of repair of any damage to any part of the ground or area, including shrubs, trees, flowers, turf, pipes and fittings, equipment, seats, playground equipment, buildings, sheds, facilities and all contents, furniture and fittings.
14. The Hirer shall be held responsible for the satisfactory conduct of all persons using the Showground site and for the safe custody and proper use of the improvements, furniture, fittings and appliances. The Hirer shall report any breakages or problems to the Council as soon as possible.

SUBLETTING

15. The Hirer shall not assign or sublet or grant any licences in respect to the grounds or area without the consent in writing of the Council.

FOOD STALLS

16. It is the Hirer's responsibility to ensure that all temporary food stallholders have read the "Guidelines for Food Businesses at Temporary Events" prepared by the NSW Food Authority, dated June 2016. The food stall/s may be inspected by Fairfield City Councils Environmental & Public Health Compliance Section on the day of the event. An inspection fee of \$111.65 will apply to each stall inspected and one overall invoice will be sent to the Hirer of the Showground for payment by the Hirer.
17. It is the Hirer's responsibility to complete Councils Temporary Food Event Notification form and forward it to Fairfield City Councils Environmental & Public Health Compliance Section at Fairfield City Council PO Box 21 Fairfield NSW 1860. This form shall be completed two weeks prior to the event. If the notification is not received then the event may not be permitted to sell food.

SALE OF ALCOHOL

18. If Hirer wishes to sell alcoholic beverages at the Showground: -
- 20.1 Permission must be obtained from Council, and
 - 20.2 The Hirer must obtain a licence from Liquor & Gaming NSW.

ENTERTAINMENT

19. Including but not restricted to, music, singing, dancing and similar activities, sale of refreshments and the operation of

amusement rides and stalls, must cease at the time stated for the festival to finish. Sale of tickets for amusement rides must cease one half hour before the time stated for completion.

20. The Hirer has to provide Council with full details of the carnival and sideshows operators to be used during the event. A copy of the operator's public liability insurance and a SafeWork registration certificate for each ride is required.

CARNIVALS & SIDESHOWS

21. The provider of amusements must not set up any stall or equipment without first obtaining the consent of Council in respect to the location to be used.

FIREWORKS

22. If you intend conducting a fireworks display as part of this application, approval for the display must be obtained from both SafeWork NSW and Council's Environmental Standards Department.
23. Council requires that a Firework Application Form be submitted to obtain approval for a fireworks display no later than three (3) weeks prior to the event. For further details, please contact Council's Environmental Standards Department on 9725 0801.

EXITS

24. All exits must be maintained clear and useable without hindrance.

CLEANING

25. The grounds or area must be left in a clean state, and all refuse, decorations and debris must be removed after use. If not, Council will carry out such cleaning at the cost of the Hirer. Please note that the grounds or area includes improvements erected thereon and any car parking areas, toilets, lawns and the open area of both grandstands. Refer to attached cleaning specifications for Council requirements.

TRAFFIC MANAGEMENT

26. The Hirer is responsible for managing traffic movement and parking within the grounds and area. The Hirer must take all reasonable measures to ensure that traffic management procedures within the grounds or area do not cause avoidable delay in traffic flow along access roads to the site.
27. The Hirer is responsible to ensure that dedicated parking is available and accessible to Fairfield City Councillors attending the subject event, within the VIP parking area adjacent to the main entry gates.

COMPLIANCE

28. The Hirer must comply with any direction given by the Council or its authorised officer or any Police Officer in the course of his or her duty.
29. Under no circumstances are copies to be made of keys for the Showground complex. Any Hirer or organisation failing to observe this requirement will be barred from future use of any Showground facility.
30. The sale or use of aerosol silly string or any other entertainment product capable of leaving a residue within the grounds is strictly prohibited.
31. The Hirer shall inspect the subject ground/area hired on each day prior to the commencement of their use and shall not, without the consent in writing of the Council, permit the use there of if any hazardous or dangerous condition is found to exist at such ground/area hired or it is in any other way unfit for use.
32. The Hirer indemnifies the Council its officers, servants and agents from and against all damage, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made by any person for any injury such person

may sustain when using or entering or near any portion of the subject facility, where such injury arises or has arisen as a result of the negligence or wilful act of or as a result of the creation of some dangerous thing or state of affairs by the Hirer or by any member agent or employee of any unincorporated Club or Association named in this Agreement or by the Hirer's failure to observe the Hirer's obligations under the Hire Agreement.

- 33. The Hirer shall, as soon as practicable, inform the Council in writing of the occurrence of an event that may give rise to a claim under a policy of insurance and shall ensure that the Council is kept fully informed of subsequent action and developments concerning the claim.
- 34. If the Hirer fails to observe and ensure the observance of any of these conditions or fails to remove any person who has committed any breach of these conditions from the ground/area hired, this agreement may be terminated forthwith by the Council without any liability being incurred by Council and any monies held by the Council shall be forfeited to it.

EXTRA CONDITIONS

Each Hirer expressly acknowledges and agrees that despite his/her licence to hire, he/she is nonetheless subject to and must fully comply with the Terms and Conditions of Entry to the Fairfield Showground, in force from time to time.

A copy of the Terms & Conditions of Entry to Fairfield Showground currently in force is attached to and forms part of this Hire Agreement.

In the event of an inconsistency between the Hire Agreement and the Terms & Conditions of Entry to Fairfield Showground, the Terms & Conditions of Entry to the Fairfield Showground will prevail over the Hire Agreement, which will then be deemed to have been amended accordingly, to allow for any such inconsistency.

The Hirer has read the Conditions of Hire attached hereto and agrees to be bound by those Conditions.

UNLESS OTHERWISE STATED HEREIN THE HIRER'S CONTACT AT COUNCIL IS SHOWGROUND MANAGEMENT – TELEPHONE 9725 2333

Dated this _____ day of _____ 20_____

Signature of Hirer

Witness Signature

(Where the Hirer is a company or an incorporated association, execution of this Hire Agreement must be under seal of the incorporated association and witnessed by the relevant officers AS SET OUT BELOW)

If a company:

Executed by the Hirer in accordance with section 127 of the Corporations Act 2001 (C'th):

Director/Secretary [if not Sole Director]

Director/Sole Director

Name [BLOCK LETTERS]

Name [BLOCK LETTERS]

If an incorporated association:

Executed by
in accordance with the Associations Incorporation Act 2009:

Public Officer

Other Committee Member

Name [BLOCK LETTERS]

Name [BLOCK LETTERS]

Council is not bound by this hire agreement and the booking has not been confirmed unless and until it is signed below and a copy provided to the Hirer.

Accepted by/for and on behalf of the Council
(Authorised Delegate of the Council)

Date: _____

Date: _____

POLICE NOTIFICATION **FOR AN EVENT HELD AT FAIRFIELD SHOWGROUND**

This Notification Form must be served by the organiser of the event, in person, to the **CRIME COORDINATOR, LEVEL 2, CRIME MANAGEMENT UNIT** at Fairfield Police Station located at 40-42 Smart Street, Fairfield **8 weeks** prior to the event being held.

Date of Event: _____

Name of Event: _____

Club or Organisation Name *(if unincorporated)* _____

Address: _____

_____ Post Code: _____

PRIMARY CONTACT PERSON DETAILS

Name _____

Address: _____

Telephone (H): _____ (W): _____

(Fax): _____ (M): _____

(Email): _____

Anticipated Attendance: _____

Sale of Alcohol? YES NO

Name of Security Company: _____

Number of Guards: _____

Contact Name & Number: _____

Description of the Event:

FAIRFIELD SHOWGROUND

TERMS AND CONDITIONS OF ENTRY (November 2017)

Entry to Fairfield City Showground is conditional on all visitors or other persons complying with these terms and conditions:

1. Council as owner reserves the right to refuse entry to any person at any time or to remove persons who display disruptive or disorderly conduct.
2. For safety and security reasons, all persons must obey all signs around the Showground and all reasonable requests by staff.
3. Council is not responsible for loss or theft of or damage to personal property.
4. All children under the age of five (5) years entering the site must be accompanied and supervised by a person over the age of sixteen (16) at all times.
5. No person is permitted to smoke in the areas within the Showground Complex, identified as, "Smoke Free Zones".
6. No person entering the Fairfield Showground shall carry out any form of commercial and/or business activity and/or enterprise within the Showground Complex unless consent for this has first been obtained in writing from Council. If Council provides its consent to any form of commercial and/or business activity or enterprise, the person carrying out or responsible for the commercial and/or business activity or enterprise shall ensure that he complies with the terms of the consent issued by Council.
7. No person is permitted to sell alcohol unless supplied by the holder of a licence from Liquor & Gaming NSW authorising it to supply alcohol within the Showground Complex.
8. No person is permitted to use or sell illegal drugs within the Showground Complex.
9. No person is permitted to hand out flyers/leaflets or surveys within the Showground Complex or to approach any stall holder to attend other markets or events.
10. Bags and any other items used to carry objects may be searched upon entry or at any time within the Showground Complex.
11. All persons consent to being filmed and recorded by surveillance cameras at all times and their images being used for the enforcement of any law.
12. In consideration of being granted entry to the Showground each such person expressly acknowledges and agrees that (subject only to gross negligence on the part of Showground staff or management being the direct cause of any loss, damage or injury to occur), each person will enter upon the Showground premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein, absolutely at his or her own risk, such that each person RELEASES AND DISCHARGES Council, its management, staff and contractors from all liability for loss, damage or injury which may be sustained by each such person in such manner or under such circumstances.

Section 660 of the Local Government Act 1993 provides that (among other things) it is an offence for any person to wilfully obstruct, by way of example, an employee of a council in the exercise of that person's functions under the Local Government Act.

Section 670 provides that any person that fails to comply with the terms of a notice or sign will be guilty of an offence as long as the sign is clearly legible and is exhibited at every entrance to the land or in a conspicuous place or if the land contains buildings as exhibited either inside or at or near the entrance to the building.

***Council reserves the right to alter these terms and conditions at any time.
Council reserves the right to take action to enforce these terms and conditions, including by prosecution***