

HAWKESBURY DISTRICT AGRICULTURAL ASSOCIATION



TERMS AND CONDITIONS OF HIRE

1. Hire Fee Quotation, Acceptance and Payment of Hiring Fees.

A Hire Fee quotation will be provided upon enquiry and subject to acceptance the Hirer will enter into a hiring agreement and pay a holding deposit, calculated as a percentage of the total fee. The booking will not be confirmed until the deposit is fully paid.

Full payment of all hire charges must be received by the dates detailed in the agreement. If payment is not received, the Association will consider cancellation of the booking.

In addition, the hirer will prepay a security bond, as set by Hawkesbury District Agricultural Association (the Association) and a gate / building key bond, which will be held by the Association. Bonds will be refunded following completion of the hiring, subject to satisfactory compliance with the terms and conditions of hire.

All hiring charges and associated fees will be subject to GST.

A charge for electricity, gas and water usage may apply depending on circumstances.

2. Public Liability Insurance.

All hirers of the Showground must submit a Public Liability Insurance Certificate of Currency to the Association at the time of confirmation of a booking, noting Hawkesbury District Agricultural Association as an 'interested party'. The Association shall be indemnified against any claims for injury to persons or damage to property arising out of this hiring and such indemnity shall be expressed in the form of a public risk insurance policy for the minimum amount of \$20,000,000 for any individual claim which may be made. The policy must be issued by an insurer acceptable to the Association.

The Association reserves the right to cancel a booking if the Hirer fails to comply with this prerequisite requirement.

Individuals and small community groups unable to secure liability cover may apply to the Association for cover under its' Hirer's liability policy. A fee for this cover will apply if the application is accepted.

3. Cancellation

In the event of a cancellation of a booking by the hirer, a fee may be forfeited by the Hirer as follows:

8 weeks or more prior to the event, hirer is liable for 25% of the full hiring fee.

More than 2 weeks and less than 8 weeks prior to the event, hirer is liable for 80% of the full hiring fee.

Less than 2 weeks prior to the event, hirer is liable for 100% of full hiring charge

All cancellations are to be confirmed in writing by the Hirer within 7 days of verbal notification of the cancellation.

4. Ground Responsibilities of Hirer

The Hirer is responsible for the total area booked and specified in the hiring agreement. The Hirer is liable for any damage to the Showground property, its facilities and furnishings incurred during the period of hire.

It is the Hirer's responsibility to leave all the hired areas included in the hire agreement in a clean and tidy condition, removing all personal property and refuse of any kind, disposing of refuse in the rubbish bins provided, wiping down all benches and sinks (if applicable) and sweeping floors, if required, to return the premises to a clean condition. Separate bins will be provided throughout the Showground for general waste and for recyclable waste and the Hirer should encourage their patrons to recycle waste responsibly.

The Hirer will accept responsibility for, and pay the cost of any additional cleaning of the premises as a result of the premises being left in an untidy condition.

Collection of garbage into the onsite bins, including that along the adjoining external roadways which has resulted from the hiring, is the responsibility of the Hirer. The Association will arrange removal of the contents to a waste disposal facility, the costs to be borne by the Hirer. Alternatively, the hirer may arrange rubbish removal privately.

5. **Access to the Showground** - it is the Hirer's responsibility to make arrangements for the safe collection from the Showground Office of access keys and their subsequent return at the completion of the event. Keys and alarm codes (if applicable) will be made available 1 working day prior to the booked date and must be returned by the first working day after the event. Should any key be lost or not returned following an event the Association will engage a locksmith to 'rekey' the applicable 'sector' of the Showground and the hirer will be charged for the cost incurred.
Access to the Showground is strictly limited to the booked hours. Entry to the site outside of approved hours may activate on-site security alarms. The Association reserves the right to charge the Hirer for costs incurred due to any security call-out plus a penalty fee. The Hirer, or the Hirer's representative, must be in attendance before the advertised event starting time.
6. The Showground, its buildings, facilities and surrounds are only to be used for the purposes detailed in the hiring agreement issued by the Association in respect of the booking made.
7. The Hirer undertakes to reimburse the Association the cost of repair for any damage to property caused by the event hirer, attendees, or any other person associated with the event.
8. The Hirer must refrain from, and ensure that persons attending the event refrain from, encroaching on areas of the Showground not included in the hired area as outlined in the agreed sketch plan.
9. The Hirer must accept the decision of the Association, or its representative, to cancel an event in the case of adverse weather or any other conditions which may be deemed potentially damaging or not suitable to the facilities.
If such a cancellation should occur, HDAA may fully refund any prepaid fees.
10. The Hirer must obtain the written prior approval of the Association should it require addition or alterations to the land, buildings, facilities, goods and equipment on the Showground. This includes any plumbing, electrical, carpentry or **any other works** considered necessary to be carried out to facilitate an event. In such cases all work contractors brought onto the Showground by a Hirer must be pre-approved by the Association.
In addition, under no circumstances are holes are to be dug anywhere on the Showground without the **express permission of the Association**.
11. The Hirer is responsible for the actions and behaviour of its employees, contractors and patrons during the currency of the hiring. This includes the behaviour of all people (invited or not) accessing the Showground venue during the hire period.
12. The Hirer shall adhere to the **"Horses not permitted beyond this point"** and **"No Horses"** notices within the Showground complex. Horses are not allowed in the designated camping areas. Each contravention of these rules will incur the event organiser a \$200 penalty.
13. Dogs that are not competing in the Hirer's event are not encouraged on the Showground and if event organisers permit them they must ensure that dogs are kept on a leash at all times, maximum length 3 metres.

Exemptions -

- A person in control of a registered "Assistance Animal". This refers to a guide dog, a dog trained to assist a person in activities where hearing is required and any other animal trained to assist a person to alleviate the effect of a disability.
- An animal being exhibited for show purposes or engaged in pre-arranged organised entertainment.
- A dog controlled by Police, Defence or Corrective Service personnel.

"Restricted Dog Breeds" as listed by the NSW Government will NOT BE PERMITTED on the Showground under any circumstances. Should any dog in this category be found on the Showground, the Hawkesbury City Council Animal Compliance Officer will be notified and requested to remove the animal from the Showground and take the appropriate action.

14. **Smoking** is **NOT** permitted within any building or structure, proximity to animal displays, food preparation and eating areas or designated public viewing areas on the Showground.

15. **Use of dangerous goods** – The Hirer will not bring or permit to be brought or used on the Showground any explosive, fuel, ammunition, firearm or flammable liquid or substance, or any dangerous weapon without the prior approval of the Association.
NO OPEN fires, braziers or anything that generates a naked flame are allowed on the Showground. Contravention of this condition will be subject to a fine which will be charged to the event organiser.
16. **Pyrotechnics/fireworks** are restricted on the Showground. Should a hirer's proposed event include this activity, written approval must be firstly obtained from the Association and any approval may be subject to additional specific terms and conditions.
17. Soil, ground 'toppings' or other materials are **NOT** to be brought onto the Showground without the prior approval of the Association. For any material approved by the Association conditions will apply to their removal or disposal.
18. A. All electrical appliances brought into the Showground by a hirer, including electrical extension cords, must be 'tag' approved by a qualified electrician and must be in accordance with Showground regulations.
B. All gas appliances must be maintained and set up in compliance with regulatory requirements.
19. **Helicopters** (joy rides etc.)/ Drones, etc must not be used on the Showground without the prior approval of the Association.
20. **Approval of External Authorities.**
A Hirer may need the approval of the local Police, the Hawkesbury City Council, RAAF Richmond, and / or Transport Sydney Trains to hold a major event at the Showground. Any cost associated with gaining this approval will be met by the Hirer.
21. **Vehicular On - Ground Parking**
Vehicular parking areas are available and if used traffic control will be the responsibility of the Hirer. A plan of all internal traffic movements, including parking, must be supplied to the Association at least 30 days prior to any approved event. Should internal traffic controllers be required they must hold approved accreditation.
22. **Audible Sound and Music**
Sound levels on the Showground during the currency of an events must be within the approved Government standards. Sound levels must not cause annoyance to occupants of neighbouring properties. Any breach of noise regulations may result in the Association taking action under the Protection of the Environment Operations Act 1997.
Any request from the Association or its representative(s) to reduce sound levels shall be complied with immediately.
23. **Event Security**
At the time of making a booking the Association may inform the Hirer that based on previous experience of events of a similar nature it would be advisable for the hirer to engage security for the event. The employment of security personnel is at the Hirer's expense and must be arranged by the Hirer.
24. **Alcohol** - if alcohol is to be sold or consumed at an event within the Showground the Hirer must obtain the Associations consent at the time of arranging the booking. The following conditions will apply:
 - Alcohol shall only be sold if the Hirer obtains the relevant approvals and permits from Liquor & Gaming NSW and the local police. Copies of relevant approvals must be provided to the Association at least 14 days prior to the event.
 - A copy of this permit must be on site for the duration of the hiring.
 - No alcohol is to be consumed at any other location on the Showground other than at the approved facility.
 - The licensee may only advertise in accordance with the licensor guidelines and must not promote any alcohol or tobacco products on the premises.
 - The sale, supply and or consumption of alcohol in the Association's facilities to minors is prohibited and will result in police action.

- 25. Catering** – should catering be required for an event the Hirer can either self-cater or hire their own caterers. For the safety and health of people attending the event it is recommended:
- Self-caterers be aware of the health guidelines for safe preparation, handling and serving of food at functions as per the temporary food licence guidelines set by the local council.
 - The Hirer ensure their caterer is registered and follows NSW Health guidelines.

Hirers need to organise all of their own catering equipment and requirements.

- 26. Safety-** the Association will ensure you are familiar with emergency evacuation procedures. It is the responsibility of the hirer to have first aid supplies available at all times. All building and ground exits and any item or area considered essential for safety (eg. electrical controls and facilities, fire extinguishers, fire hoses), shall be maintained clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.

The Association has the authority to direct a Hirer to utilize available onground lighting at night time where public safety could become an issue. In some circumstances, if safety of operators or the public are at risk the Hirer will be responsible for bringing additional lighting towers onto the showground.

- 27. Presentation standards** – the Association retains the right to request the Hirer to remove any material which is considered by the Association to be detrimental to the Showgrounds presentation and / or image standards.

28. Driving and operating of machinery and motor vehicles on the Showground

As the Showground is a public area Hirers must ensure that the operators of all machinery and motor vehicles are correctly licenced.

29. Regulations

- The Hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.
- Hirer's employees and agents – all persons engaged or employed by the Hirer in connection with the venue shall comply with the provisions of this agreement, and the Hirer agrees to accept responsibility for any failure on the part of his agents, employees, contractors, guests and invitees to observe and comply with these provisions.
- All hirers, their agents, employees and contractors must comply with Work, Health and Safety legislation while on the Showground.

- 30. Indemnity** -The Hirer will indemnify and keep the Association indemnified for and against all damages, action, suits, claims, costs and demands which may be made or recovered against the Association by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the Showground during the hire period except to the extent that such loss, injury or damage is caused by the negligence of the Association, its servants and agents.

- 31. Incident Reporting** – the Hirer is responsible to report to the Association any incident that necessitated the calling of an outside service to the event. A copy of the Incident Report should be forwarded to the Association office on the first business day after the occurrence of the incident.

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