



**Bligh Park**  
Community Services Inc.

Main Office: 4 Sirius Rd Bligh Park 2756

PO Box 5711 South Windsor 2756  
Ph: (02) 45725898

ABN: 66 946 419 210  
FACILITY HIRE LICENSE AGREEMENT  
(Private Individuals)

This AGREEMENT is between Bligh Park Community Services Inc. and the Hirer

**Definition**

**Private Individual/s** hire of a Hall for one of the following purposes:

As a location to hold a one-off, private, social gathering such as wedding reception, anniversary, birthday, christening, reception, reunion. **It is our policy to not hire our halls for 18<sup>th</sup> Birthday Parties.**

BPCSI Main Office 4 Sirius Road, Bligh Park / P.O.Box 5711 South Windsor NSW 2756

Telephone: (02) 4572 5898  
Fax: (02) 4572 0069  
Email: [admin@blighpark.org.au](mailto:admin@blighpark.org.au)

**The individual has requested hire of the Facility:** *(Please tick your preferred even location)*

TININGI HALL at 139 Colonial Drive, Bligh Park 2756

OR

NEIGHBOURHOOD CENTRE at 4 Sirius Road, Bligh Park 2756

Name of Hirer: \_\_\_\_\_ Reason for hire: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ Hours of Hall Hire: \_\_\_\_\_

Time Required: From (start) \_\_\_\_\_ am/pm To: (finish) \_\_\_\_\_ am/pm

		DATE RECEIVED & INITIALS
Non Refundable Booking fee	\$ 60.00	
Security Deposit	\$200.00	
Hall Hire		
<b>Total Due</b>		

**ELECTRONIC FUNDS ONLY**

Bank: Bendigo  
BSB: 633 000  
Acc. No: 152 250 031

**Please** ensure that you put HH (for Hall Hire) and your surname in the description line as identification of payment.

This agreement is dated: \_\_\_\_\_ Total of Amount to be paid: \_\_\_\_\_

**The Owner/Operates authorises the Individual to have non-exclusive use of the Facility or part thereof subject to Terms and Conditions set out in this agreement.**

**Terms and Conditions;**

1. Where the Owner/Operator is required to obtain the consent of the free hold owner of the Facility, the grant of this Agreement is subjected to such consent being gained.
2. The individual will pay the applicable charges no later than 2 weeks prior to the commencement.
3. Every payment due by the Individual to the Owner/Operator under this Agreement is inclusive of GST, except for the Bond which is GST .
4. **The Individual must:**
  - Use the Facility only during the hours of Use specified in this Agreement return the Facility and every part thereof in the same condition as it was found, properly cleaned
  - The Facility must be cleaned and tidied by stated departure time
  - Obey all Australian and Federal and State laws during the period of this Agreement
  - Pay promptly for any loss, damage, costs of repairs or replacement of any items damaged during or as a result of the Individual's guests use of the Facility.
  - Pay on demand any reasonable expenses of any breach of this Agreement by the Individual
  - Comply with all directions given by the Owner/Operator or its representative regarding the use of the Facility
5. **The Individual must not, and must not let anyone else:**
  - A. Use any area indicated as non-accessible by Owner/Occupier.
  - B. Sell any alcohol in the Facility
  - C. Use the Facility except for the permitted usage and purposes specified in this Agreement
  - D. Allow any alcohol to be brought into the facility or grounds without obtaining and providing a Permission to take alcohol onto premise application available at [www.mynite.com.au](http://www.mynite.com.au) If alcohol will be on the premises you will need to provide confirmation with a registration number confirming that you have notified NSW Police of your party. Please bring this into our office no later than 7 days prior to your function
  - E. Carry on any illegal, noxious or offensive activity at the Facility.
  - F. Do anything which might cause nuisance, damage, disturbance to any other person, occupier or owner of any adjacent or neighbouring property
  - G. Do anything which might afficet any insurance policy relating to the Facility by causing
    - i. It to become void or voidable
    - ii. any claim on it being rejected
    - iii. a premium to be increased
  - H. Interfere with, or remove any of the services or equipment at the Facility.
  - I. Bring onto the Facility any hazardous chemical or any object which by its nature and weight might cause damage to the Facility.
  - J. Use any sound-producing equipment at a volume that interferes with the enjoyment of the facility by any other person.
6. The Owner/Operator does not warrant that the Facility is suitable for the purposes of the Facility Hire by the Individual
7. The Owner/Operator is not liable to obtain any permits, including Liquor Permits, for the activities of the Individual. Should a permit be required the Individual must obtain such permit and provide a copy to the Owner/Operator at least seven days prior to the Commencement Date.
8. The Owner/Operator and/or its representatives or agents may enter the Facility at any time and remain in the Facility for the purpose of viewing the Facility and the arrangements made to keep the Facility in accordance with this Agreement.
9. The Individual acknowledges and agrees that the Individual uses and occupies the Facility at their own risk. The individual releases the Owner/Operator from all claims resulting from any damage, loss, death or injury suffered by the Individual or the Individuals guests in connection with the Facility except to the extent that the Owner/Operator is negligent.

10. The Owner/Operator shall not be liable for any loss or damage of any nature whatsoever suffered by the Individual or the Individuals guests on or about the Facility however caused, except for liability arising by reason of the Owner/Operator's negligence.
11. If the Individual is found not to be considered as a Private Individual then the Individual hereby releases the Owner /Operator from, and indemnifies the Owner/Operator against, all claims resulting from any damage, loss, death, or injury in connection with the Facility and the use and occupation of the Facility by the Individual except to the extent that the Owner/Operator is negligent.
12. All references in the Agreement to the Facility refers to the land as fenced or the boundaries as shown on the Facility Guidelines with all buildings, amenities, fixtures, fittings, equipment and appurtenances contained within this area.
13. The Owner/Operator may terminate this Agreement at any time if the Owner/Operator is satisfied that the individual has failed to comply with any terms or conditions of this Agreement. Upon termination of this Agreement the individual must leave the Facility immediately removing all individuals' property.
14. In addition to, and not in substitution for, the power to terminate of this Agreement under paragraph 13, the Owner/Operator may, at anytime during this License Agreement, by giving the Individual at least four weeks written notice to that effect, terminate this Agreement upon a date to be specified in that notice notwithstanding that there has been no breach by the Individual of any term or condition of this Agreement. No compensation is payable in respect of such termination of the Agreement except that the individual is entitled to receive a refund of any part of the license fee which has been prepaid.
15. Upon the departure time, expiry or earlier termination of this Agreement the Individual must remove all of the Individuals property from the Facility and make good any damage caused by its installation or removal. Anything left in the Facility will be considered abandoned and will become the property of the Owner/Operator and may be removed by the Owner/Operator at the individual's expenses and at the individual's risk. The Individual may pay to the Owner/Operator all costs associated with its removal and making good as liquidated debt which is payable on demand.
16. The Owner/Operator may use the security deposit to:
  - A. repair, replace or reinstate any damage caused to the Facility by the Individual or the Individual's guests
  - B. replace any equipment or items that are missing at the Facility which occurred at any time when the Individual or the Individual's guests had access to the Facility
  - C. clean the Facility if it has not been returned in an acceptable condition
  - D. recover costs of removal of any Individuals property remaining at the Facility upon termination or natural end of agreement
  - E. recover any other costs incurred by the Owner/Operator due to breaches of this Agreement
  - F. Replace lost key/s
17. **The key/s must be returned to the BPNC key return slot within 48 hrs of departure.**
18. Any unused portion of the security deposit will be refunded to the Individual within two weeks or the Departure date.
19. In this Agreement where it requires the Individual to do or refrain from doing something, the Individual also required to ensure that the Individuals guests do refrain from doing the thing, as the case may be. The Individuals guests means the family, friends, group members, guests, invitees, visitors and persons in the Individuals allows on to the Facility.
20. The rights given by the Agreement are personal to the Individuals and cannot be assigned, transferred or otherwise disposed of by the Individual.
21. This Agreement contains the entire understanding between the parties as to the subject matter contained in it and supersedes all previous information, representation, warranty, agreements, express or implied. Any changes to this Agreement must be in writing and signed by all parties.

By signing this the Hirer acknowledges that they have read, understood and will abide by the terms and Conditions as set out in this Agreement

**NAME:** (of hirer) \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**SIGNATURE:** On behalf of the Owner/Occupier *Lynette Penfold*

Individual to return the original copy of this agreement to the Administration Officer at Bligh Park Neighbourhood Centre, 4 Sirius Road, Bligh Park