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## Nhulunbuy Corporation CAT Shed Hire Agreement (Fri-Sun)

Please complete all of the details below. This form is to be submitted to the Nhulunbuy Corporation no less than one week before the date of hire. Bookings will be confirmed only when the hire form has been submitted and the correct payment of fees and charges have been made.

**Fee (as per current fee schedule) payable on submission of application.**

**NHULUNBUY CORPORATION LIMITED BSB: 035-304 ACCOUNT: 692990**

### Details of Hirer

Name of Organisation: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone No.: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (M) \_\_\_\_\_

Name of Responsible Person: \_\_\_\_\_

Period/Dates of Hire: \_\_\_\_\_

Time of Hire: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_

Description/Purpose of Hiring: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Hire fees and Bond

	Rate inclusive of GST
Bond (refundable)	\$500
Hire fee per hour (Community)	\$31
Hire fee per hour (Commercial)	\$51
<b>Total paid</b>	

The Nhulunbuy Corporation will impose the cost of cleaning after the hire, if in the opinion of the Corporation, the Facility requires a professional clean.

Professional cleaning costs which may be deducted from the Bond:

	Rate inclusive of GST
If the Facility is unreasonably dirty	\$50 per hour
Damage to the Facility	At cost to hirer

## Conditions of Hire

### 1. Hirers Responsibility

1.1 The Hirer agrees as follows:

- To use the Facility only for the purposes nominated in the Agreement.
- To stay within the confines of the booked space
- To comply with payment terms as specified in the Agreement.
- To limit activities strictly to the confines of the Facility as described in the Agreement.

1.2 The Hirer warrants that always the Facility shall be under the control of a responsible adult and shall not be sub-let.

### 2. Access

2.1 Booking time must include set up and vacating period. Depending on availability, entry may be permitted to the Facility up to 10 minutes prior to the booking time. It is expected that the Hirer will vacate the site at the end of the booking time to enable set up for the next hirer. Over-stayers will be charged the applicable room rate for additional time spent beyond the booked period.

The contact number for the Nhulunbuy Corporation Boardroom hire is (08) 8939 2200 or [office@ncl.net.au](mailto:office@ncl.net.au).

### *3. Extension of Time*

- 3.1 Requests for an Extension of Time must be in writing and requested in advance if anticipated (minimum 24 hours' notice). The Nhulunbuy Corporation may allow additional time at its discretion.

### *4. Booking fees and Cancellation*

- 4.1 Full payment of the hire fee is required for bookings to be considered confirmed (unless otherwise advised).
- 4.2 All cancellations must be in writing (including email). Telephone cancellations will not be accepted.
- 4.3 If there is less than seven days' notice or a failure to notify of cancellation, the booking will be invoiced and 100% of the fees will be applicable.
- 4.4 The Nhulunbuy Corporation revise fees and charges annually. Hirers will be informed of increases in fees and charges prior to such fees and charges taking effect.
- 4.5 The Nhulunbuy Corporation reserves the right to decline a booking for sole hirers or out of hours bookings.

### *5. Venue Set-up*

- 5.1 The Hirer must advise their required venue set-up details on their booking form or in writing / email prior to their event. The Nhulunbuy Corporation may alter or refuse the requested set up based on regulatory requirements.

### *6. Workplace Health and Safety*

- 6.1 It is the joint responsibility of Nhulunbuy Corporation staff and hirers to meet the legislative requirements of WHS. If unsure, please check with Nhulunbuy Corporation staff.
- 6.2 Hirers must comply with all safety instructions given by Nhulunbuy Corporation staff.

### *7. Indemnity*

- 7.1 The Hirer hereby indemnifies the Nhulunbuy Corporation against any claim whatsoever which may arise out of the Hirer's actions or failure to act in any particular relating to the agreed use of the Facility. This indemnity shall include claims arising from any personal injury, loss of value, loss of amenity or damage to property, and any costs or expenses arising there from.

### *8. Public and Products Liability Insurance Policy*

- 8.1 The Hirer shall keep in force, during the currency of the agreement, a Public and Products Liability insurance policy with a Limit of Indemnity of not less than \$10,000,000.00. The Nhulunbuy Corporation may request a higher Limit of Indemnity in certain cases. A Certificate of Currency must be produced at the time of finalising the hiring agreement.

### *9. Hirer's Responsibility to Inspect*

- 9.1 The Hirer undertakes responsibility to inspect the Facility immediately prior to its intended use to ensure the Facility is safe and fit for the agreed purpose. The Nhulunbuy Corporation hereby authorises the Hirer to take reasonable measures to render safe any hazard or unsafe condition discovered during these inspections where Nhulunbuy Corporation staff are not available. Such hazards or unsafe conditions and any remedies applied to them must be reported to the Nhulunbuy Corporation no later than the first business day following their discovery and/or remediation.

### *10. Emergency Exits*

- 10.1 The Nhulunbuy Corporation will provide Evacuation Procedures upon commencement of the booking. Hirers have the responsibility to inform their attendees of emergency procedures. At the commencement of the usage period, the Hirer shall undertake inspection of emergency exit routes and doorways to ensure they always permit clear and immediate egress.

### *11. Conditions of Use*

- 11.1 The Hirer will not use the Facility for any of the following activities unless specifically authorised elsewhere in this agreement or with prior authorisation from the Nhulunbuy Corporation:
- The sale of food or drink or consumer items of any kind
  - The erection or use of mechanical or structural amusement devices
  - Any activity which may pollute the environment or be contrary to Territory or Federal regulations
  - The consumption of alcohol unless expressly agreed with Nhulunbuy Corporation management and completion of CAT Shed Hire Agreement Alcohol Disclosure attached with this application.
  - Candles and other naked flames are prohibited, or
  - Any unlawful activity.
  - Activities at the venue will cease by 12:00AM unless prior arrangements have been made with Nhulunbuy Corporation Limited.

### *12. Damage to Facility*

- 12.1 The Hirer shall not damage or suffer to be damaged any portion of the Facility including buildings, furniture and fittings. The Hirer hereby agrees to indemnify the Nhulunbuy Corporation for any damage sustained by the Facility during the currency of the Agreement where such damage arose from the activities of the Hirer and was reasonably preventable by the Hirer. All damage to be reported to the Nhulunbuy Corporation no later than the next working day.

### *13. Moving furniture, equipment and contents*

- 13.1 The Hirer shall not remove or cause the removal of any furniture, equipment or other contents owned by the Nhulunbuy Corporation or by third parties from their usual position without reference to and approval from an authorised officer of the Nhulunbuy Corporation.
- 13.2 All electrical equipment brought in by hirers must display a current tag that the item has been tested and tagged by a qualified electrician. This is a Nhulunbuy Corporation regulation and any items left in the Facility untagged will be removed.

#### *14. Breach of Agreement*

- 14.1 The Hirer shall give effect to any reasonable direction of a designated Nhulunbuy Corporation officer as to the use of the premises, where such direction has the intention of enforcing compliance with the terms of the Agreement. In the event of the Hirer or its agent not observing or performing or committing a breach of any of the terms of the Agreement, the Nhulunbuy Corporation may immediately terminate the Agreement and require immediate vacation of the Facility without prejudice to any right or action which may arise prior to such termination.

#### *15. Dealing with Emergencies*

- 15.1 The Hirer shall give effect to any reasonable direction of a designated Nhulunbuy Corporation officer where such direction has the intention of dealing with an emergency or preventing a foreseeable accident or loss. Where no Nhulunbuy Corporation officer is available, the Hirer shall undertake responsibility to respond to an emergency by clearing the Facility, contacting emergency services and minimising the hazard as appropriate and where safe to do so.

#### *16. Children*

- 16.1 Children must be always supervised within the booked space.

#### *17. Smoking*

- 17.1 All enclosed Nhulunbuy Corporation facilities are strictly non-smoking venues, and the Hirer shall undertake responsibility to enforce this prohibition.

#### *18. Cleaning*

- 18.1 Upon termination of each use, the Hirer shall leave the Facility in a clean and tidy condition. The Nhulunbuy Corporation may levy additional charges where special cleaning is required. The Hirer's cleaning time must be included in the allocated period of use (booking time).
- 18.2 No Food or Alcohol shall be left on the premises following use
- 18.3 Bins will be required to be left on road verge for emptying prior to leaving site post event.

#### *19. Exiting Facility*

- 19.1 Upon termination of each use, the Hirer shall ensure that the Facility is left in a safe and secure condition and will comply with more specific requirements as set out in the Agreement.

#### *20. Non-Corporation Property*

- 20.1 Property not belonging to the Nhulunbuy Corporation and located at the Facility during the currency of the Agreement shall be so located at the owner's risk. The Nhulunbuy Corporation shall have no responsibility for its safety.
- 20.2 Property not belonging to the Nhulunbuy Corporation may not be left at the Facility outside of the term of the Agreement other than by express agreement with the Nhulunbuy Corporation. In those cases, the goods are at the owner's risk and the Nhulunbuy Corporation shall have no responsibility for their safety.
- 20.3 Only electrical equipment belonging to the Nhulunbuy Corporation is to be used, unless the equipment has a current electrical tag safety certification attached. Hirer's electrical tagging is at their expense.

#### *21. Noise Control*

- 21.1 The Hirer shall not conduct or permit any activity – which expression includes the production of noise – of a nature or extent to create a nuisance for other persons or a hazard to the Facility. The Hirer must comply with any reasonable request by any person to mitigate any such nuisance.

### **Northern Territory Summary Offences Act 1923**

#### **Section 53A**

#### **Undue noise at social gathering after midnight**

- (1) A member of the Police Force may, in response to a complaint from a person that undue noise is coming from any premises or part of premises where a social gathering is being held, being a complaint in respect of noise made after midnight on any night and where he considers that such noise constitutes undue noise, direct:
  - (a) the person who is the occupier of the premises or part of the premises, as the case may be; or
  - (b) if that person cannot be ascertained, the person responsible for the noise or in charge of the property producing the noise, to stop or abate the noise.
- (2) Where, at any time during the period of 12 hours immediately after a person has been directed under subsection (1) to stop or abate undue noise (other than the period of 10 minutes after the direction is given), undue noise comes from the premises or part of the premises in respect of which the complaint was made, the person to whom the direction was given is guilty of an offence.

Penalty:  
\$2,000

#### *22. Facility Unusable*

- 22.1 In the event the Facility is found to be unusable due to unforeseen circumstances, the Nhulunbuy Corporation may cancel the agreement. Fee refunds for affected bookings will apply. The Nhulunbuy Corporation will not be liable for any form of compensation.

23. *Right of Refusal*

23.1 The Nhulunbuy Corporation reserves the right to refuse any application for use of a Facility where the Nhulunbuy Corporation believes such booking to be contrary to the public interest. Disputes may be referred to the Chief Executive Officer whose decision shall be final.

24. Return of Bond.

24.1 The Nhulunbuy Corporation reserves the right to withhold the Hirers Bond should the Facility not be returned in a satisfactory condition.

**Declaration**

I hereby declare that the above details are correct, and the Nhulunbuy Corporation CAT Shed will be used in accordance with the terms and conditions stated above.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ (Responsible person of organisation named above)  
(Please Print)

**Office Use Only**

Bond Amount: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Bond to be refunded to: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Postal Address)

**Authorised by**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Nhulunbuy Corporation Use Only**

Confirmation of return of bond: \_\_\_\_\_ (tick when complete)

Notes: \_\_\_\_\_

Signature: \_\_\_\_\_

*Fee (as per current fee schedule) payable on submission of application.*

<i>Fee Payment Details</i>	<i>Fee Paid: \$</i>	<i>Date Paid / /20</i>	<i>Receipt no.</i>
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## CAT Shed Hire Agreement Alcohol Disclosure

The Hirer hereby states their intention for alcohol to be consumed on the CAT Shed Allotment.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ (Responsible person of organisation named above)  
(Please Print)

The Hirer acknowledges that consumption of alcohol will be confined to the boundaries (within fence-line) of the CAT Shed Allotment.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ (Responsible person of organisation named above)  
(Please Print)

If the Hirer intends to conduct a licenced event, more information can be found at:

<https://nt.gov.au/industry/hospitality/liquor-licences-and-wholesaler-registration/apply-for-a-liquor-licence>

And

<https://legislation.nt.gov.au/en/Legislation/LIQUOR-ACT-2019>