



Unit 1, 16 Rob Pl, Vineyard, 2765

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CANDYLAND PRIVATE HIRE TERMS

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A. BASIS OF HIRE AND USE

1. Application for hire of a facility must be made in writing by a person over the age of 21.
2. The hirer must comply with the Terms and Conditions of Hire; failure to do so may result in additional fees and charges.
3. The private hire of Candyland Playhouse is deemed as the use of Candyland premises outside of standard operating hours to the public
4. The operation of Candyland Playhouse as a private hire means the hirer and their guests will be the only people allowed on the premises during the specified booking period, exclusive of Candyland staff.
5. One or more Candyland staff will be present throughout the duration of the hire period from a supervisory and OHS perspective only. Candyland staff are not present to assist in any aspect of the private hire function unless catering food and/or drink.
6. If in-house Food and/or Drink has been specified as a requirement, Candyland staff will be responsible in operating kitchen and drink equipment and the clean up of utensils required to serve these items only.
7. Socks must be worn by all patrons intending to use the play equipment. Socks are available for purchase if required.
8. Candyland has the right to impose special conditions on a booking, including additional security requirements for some type of events.
9. Candyland will advise the hirer if the booking is approved or not approved. Candyland has the right to refuse a booking.
10. The hirer is responsible to ensure that all contact and event details (eg: dates, times, number of guests etc) are correct. The hirer must advise Candyland if their contact or booking details change prior to the event.
11. Candyland reserves the right to cancel a booking where the details provided on the Booking Application Form are misleading and/or incorrect. In these instances, the hire fee and deposit may be forfeited.
12. The hirer cannot transfer the booking into another person's name.
13. The hirer is responsible for the conduct of all people attending the event.
14. Where guests are under the age of 18, the hirer must ensure that there will be a ratio of 1 (one) person over 21 years of age to every 10 guests under 18 years of age.
15. The hirer is required to attend the event for the duration of the booking or until such time as their guests have left Candyland property.
16. The hirer must nominate the person who will assume their responsibilities for the event should the hirer be required to leave for a brief period of time. The name of the nominated representative must be identified on the Booking Application Form. This person must be over 21 years of age.
17. Candyland personnel and Police have the authority to enter the facility at any time during the event and terminate the event should there be an accident, emergency or a breach of the Terms and Conditions of Hire. In these instances, the hire fee may be forfeited.
18. If the event is terminated in accordance with Clause A.12 Candyland's consent to remain on the premises is withdrawn. All patrons must leave the premises. Patrons who remain on the premises after the event has been terminated will be committing an offence.



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B. GENERAL CONDITIONS

1. All persons entering Candyland property do so at their own risk.
2. The hirer must ensure that the number of people attending the event does not exceed the maximum capacity of the facility as determined by Candyland in accordance with fire regulations.
3. Smoking is prohibited in the facility. It is the responsibility of the hirer to ensure that this condition is strictly enforced throughout the event.
4. Fires of any type are prohibited on Candyland property.
5. Entry tickets cannot be sold at the facility or in association with the event at any time unless it is indicated on the Booking Application Form and approved by Candyland. Candyland reserves the right to refuse the sale of tickets or may request that the hirer/seller provide evidence that it is a registered business or a charitable organisation.
6. Where Candyland equipment (including but not limited to children's play equipment, fridges, air conditioners, microwaves, kitchen facilities, tables or chairs) is found by Candyland not to be in working order prior to the event, Candyland will use its best endeavours to replace (or make alternative arrangements to rectify) the faulty piece of equipment to a reasonable standard within a reasonable time.
7. Use of thumb tacks and sticky tape for decorations is not permitted. Use of open flame candles must be negotiated with Candyland prior to the event. Ice is to be kept in suitable water tight containers. Kegs are to be kept in the kitchen or other suitable locations.
8. Smoke machines are not permitted. In the event that the smoke alarm is falsely activated and the fire brigade attends the call the hirer will incur a fine of no less than \$1,250 from Fire and Rescue NSW. Additional administration fees will also apply.
9. Candyland is not responsible for the insurance of goods or equipment that is brought into the facility by the hirer, their guests, or the supplier of goods and services engaged by the hirer.
10. Candyland will not compensate the hirer or the supplier of goods and services engaged by the hirer, for any losses of any goods or equipment or consequential losses arising for the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their own equipment.
11. The hirer is responsible for ensuring that correct manual handling techniques are used for moving and stacking away chairs and tables to the designated areas.

C. DEPOSIT, HIRE FEES AND ADDITIONAL CHARGES

1. The deposit payable for Private Hire is 50% of the booking fee.
2. The deposit must be paid a minimum of 14 days from the date of the application to hire the facility.
3. The remaining hire fees and any additional charges incurred throughout the event must be settled prior to leaving the premises at the end of the event. Partial payments will not be accepted.
4. The deposit cannot be transferred to future bookings.
5. Candyland reserves the right to charge additional fees based on the terms outlined in this document
6. The cost to repair any damages and/or replace Candyland property will be invoiced to the hirer at repair or replacement value this includes and is not limited to play equipment, toys, furniture, crockery and machinery
7. The hirer may opt to pay additional fees for Candyland to clean the premises on their behalf at a flat fee of \$130



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D. CANCELLATIONS

1. Cancellation of a booking, once any payment is received, must be made in writing to Candyland.
2. If a booking is cancelled the deposit will be forfeited and is not refundable.
3. If less than 1 weeks' notice is given, 100% of hire fees and GST will apply as a cancellation fee.

E. ACCESS TIMES

1. The facility cannot be accessed prior to the approved booking time, after the approved booking time or during the following day for any purpose, including for the purpose of cleaning up after the event or for the removal of equipment or personal items. Additional fees will be incurred if the hirer accesses the facility outside of the approved booking times.
2. The event must be finished and the facility cleaned by the approved finishing times. Failure to do so will result in additional hire fees charged in 30 minute increments.

F. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT

1. Candyland's Commercial cooking appliances and machines such as deep fryers, cooking appliances or coffee machine are not to be used by the hirer or any event patrons
2. Artificial snow making machines are not permitted.
3. The hirer is responsible for ensuring that any electrical equipment and/or extension leads, brought into the facility by the hirer and/or their guests, is checked for defects, faults and/or damage. Additional fees will be incurred if the power to the facility fails as a result of defective electrical equipment and/or extension leads.
4. Candyland will not compensate the hirer in instances where failure of the power is a result of the hirer's and/or their guests' actions (eg: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
5. The hirer must obtain prior approval from Candyland to have amusement rides, jumping castles, jukeboxes, hired karaoke equipment, portable stages and/or any other equipment at the event.
6. The hirer must ensure that any supplier of hired equipment has a Certificate of Currency for Public Liability Insurance of no less than \$10 million.
7. Candyland's cd and speaker system will be available for use by the hirer through the event. Any additional entertainment equipment arranged by the hirer must be removed from the facility at the conclusion of the event and within the finishing time as specified in the application.

G. CONSUMPTION OF ALCOHOL

1. Police have the authority to enter Candyland's facilities without notice and ask to see the Event Register.
2. Failure to indicate that alcohol is to be consumed at the event on the booking application form may result in the forfeiting of the deposit.
3. The hirer is responsible for ensuring that their guests do not consume alcohol outside of the facility or in the surrounding areas (including in car park, footpaths, parks etc). Failure to do so may result in additional fees and early closure of the event by the Police.



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4. Alcohol is not permitted to be sold at the event, this includes instances where a fee is to be charged to enter an event and alcohol will be served. A licence to sell alcohol must be provided to Candyland at least 14 days prior to the event.
5. The hirer must comply at all times with the responsible and safe service of alcohol legislation, in particular in relation to underage drinking and intoxication provisions. No person under the age of 18 years can consume or be served alcohol at any time.

I. CLEANING AND LOCKING UP

1. Candyland premises will be thoroughly cleaned prior to the hirers arrival including all toys and equipment neatly packaged away, all chairs and tables cleaned, floors vacuumed, rubbish removed and toilets wiped down and mopped.
2. The private hire of Candyland Playhouse means the hirer is paying for the premises only and as such, is responsible for ensuring the premises is left in the same condition it was upon arrival and ready for standard business operation the following day.
3. Setup and clean up times fall within the hire period. The hire period can be extended on the day with notice and will incur the stipulated hourly rate or part thereof in addition to the initial hire fees.
4. The clean up required by the hirer includes
 - a. ensuring all toys are neatly in the designated areas,
 - b. all balls are returned to the ball pit.
 - c. Floors are swept or vacuumed as required
 - d. Any rubbish, including bathroom bins, is properly removed from the premises and put in the outside council bin and/or taken home (hirer allowed 2 large bags in council bin, excess to be removed by hirer)
 - e. All chairs and tables are returned to their designated areas and wiped down
5. Candyland will provide cleaning equipment such as vacuum, broom, mop, bucket, clothes and cleaning chemicals
6. The hirer can choose to opt-out of cleaning for a fee. Please refer to section C, item 6.
7. The hirer is responsible for ensuring that all rubbish is placed in garbage bags (to be provided by the hirer) and placed in designated bins. Additional fees and charges will apply if garbage is not placed in designated bin. If rubbish exceeds two bags, the hirer must take the rubbish away.
8. The hirer is responsible for ensuring that cigarette butts, bottles, bottle tops, cans and/or other litter that is left in the car park, outside of the building or around the yard is picked up and placed in the garbage bin.
9. If the facility is left in an unsatisfactory condition that requires additional cleaning or removal of rubbish, the hirer will be charged for this service.
10. The Candyland staff member present at the event will lock be present to inspect and lock the premises at the designated finish time.



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J. CONDUCT AND BEHAVIOUR

1. The hirer shall be responsible for the management and supervision of the event and the proper conduct of their guests at all times both inside and outside of the facility. The hirer shall be required to:
 - Contact appropriate authority if any intoxicated persons attempt to enter the facility
 - Decline entry to persons who are not invited
 - Request guests that are leaving the event to do so quietly
 - Ensure their function and their guests are considerate of neighbouring residents
 - Ensure their guests use the car parking facilities appropriately
 - Request guests to be considerate of other users of the car parking facilities
2. The hirer will be responsible for payment of any costs associated with damage or vandalism caused to the facility or surrounds by any person during the booking period.
3. Candyland has the right to decline future bookings if the hirer does not exercise reasonable control over their guests attending or leaving the event.
4. The hirer must observe general noise levels during the event both internally and externally including in the car parking area.
5. Amplified music must be kept inside the facility and must cease 5 minutes prior to the end of the approved booking time.
6. Noise from the event is not to be offensive to the adjoining neighbours. Refer to www.environment.nsw.gov.au/noise/neighbourhoodnoise.htm for further information regarding neighbourhood noise.

K. PARKING AND DELIVERIES

1. The hirer is responsible for assisting their guests with traffic management and street parking as the facility has a limited number of parking spaces.
2. The hirer and their guests do not have exclusive rights to the car park area. A number of Candyland's car parking facilities are shared facilities and may be used by other members of the community during your event.

L. MANAGING EMERGENCIES AND REPORTING INCIDENTS

1. A staff member will be presented throughout the duration of the event to assist in emergencies and incidents as an initial point of escalation.
2. The hirer is responsible for cooperating with the staff member present in an emergency by
 - a. Calling 000 and organising easy access for emergency vehicles in cases of emergency, serious injury or illness of anyone attending the event
 - b. Ensuring all guests present at the event cooperate with any instructions given by the staff member or emergency services in the case of an emergency