



CONDITIONS OF HIRE

*The Hub Erina Youth Entertainment Venue
and The Erina Rooms*

1. Definitions

- a) Council: Refers to Central Coast Council
- b) The Hirer: Refers to the person/organisation named on the agreement attached hereto
 - i. Regular Hirers are those groups or individuals hiring the same Council venue 10 or more times per calendar year.
 - ii. Casual Hirers are those groups or individuals hiring the same Council venue 9 times or less per calendar year.
 - iii. One-off Hirers are those groups or individuals hiring the Council venue once per calendar year.
- c) The Facility: Refers to the facility named on the agreement attached hereto including the whole premises of the Facility, both internally and externally

The Conditions of Hire is entered into between Council and the Hirer. The Conditions of Hire will commence from and continue to, the dates set out on the agreement attached hereto.

Council and the Hirer have agreed that the facility will be hired by the Hirer on the following terms and conditions:

2. The Hirer

- a) The Hirer must be twenty-one (21) years of age or over and must provide proof of age, when lodging an application to use the facility. * Exceptions at discretion of Council.
- b) If the Hirer is hiring the facility on behalf of a registered or incorporated organisation, they must possess and provide a copy of their Certificate of Currency for Public Liability Insurance. A minimum coverage amounts of \$20 million is required and an active ABN and/or ACN number.
- c) The Hirer is not to void the insurance at any time during the hire period. It is the Hirer's responsibility to ensure that they renew their public liability insurance on time with no lapsed time and forward the Certificate of Currency to Council.
- d) The Hirer must provide at least one contact with a mobile phone and email address for communication purposes.



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3. Approved Use of the Facility

- a) The Hirer must disclose the intended use of the facility, including the nature of the function.
- b) Council has the authority to deny access to a Hirer where the activity is considered inappropriate for the venue.
- c) The function must not be openly and/or publicly advertised without prior, written consent from Council. This includes advertising via the internet including social media and forums. Breach of this condition may constitute a prohibited use.
- d) Bookings will not be accepted for birthday, wedding, engagement parties or social family gatherings – no exceptions.

4. Fees and Charges

- a) All fees and charges are reviewed and adopted annually and are subject to change. Fees and charges will be updated on Council's website each financial year.
- b) Payment methods are listed on the Tax Invoice supplied to you by the Bookings Team.
- c) Casual & One-off Hirers

Casual and one-off Hirers must pay the total outstanding invoice within thirty (30) days of the issue date or seven (7) days prior to the event date whichever comes first. Once an invoice is issued the booking is a confirmed booking.

- d) Regular Hires

New Regular Hirers will be invoiced first month in advance. If the booking does not go ahead, the full amount is forfeited.

- e) After the first month Regular Hirers will be invoiced monthly in arrears. Invoices must be paid within thirty (30) days of the issue date. Non-payment of fees will result in cancellation of future bookings.

5. Prohibited Use of The Facility

Council reserves the right to decline the application for hire if it constitutes a prohibited use of the facility.



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Council may terminate this Agreement at any time, should it be deemed, due to any matter that the intended use of the facility constitutes a prohibited use.

Prohibited uses of the facility include but are not limited to:

- a) Any unlawful activities, including but not limited to, underage drinking, unauthorised sale of goods, unauthorised fundraising.
- b) Functions that would be deemed offensive or discriminatory to the community or a section of the community, per the standards contained in the Anti-Discrimination Act 1977 (NSW).
- c) Any activities that Council deems to be dangerous, offensive, or unlawful.
- d) Any activities that Council deems to place the attendees and community at risk of any physical or mental harm.
- e) The use of any kind of pyrotechnics, fireworks, candles and smoke, or dry ice machines in any venue is strictly forbidden.
- f) No pets or animals are brought to the facility except for assistance animals.
- g) No activity is to take place in the Erina Centre Foyer that may have impact on the general public, furnishings, fixtures, or artwork on display.
- h) Any other activities that Council deems to be inappropriate.
- i) The hirer must not make any changes, additions, building works to structure or grounds of the facility without prior written Council consent. Written consent is also required prior to installing or bringing new equipment to the site including items required as a result of grant applications.

6. Booking of a Facility

- a) To book the facility, the Hirer must complete the online application form no less than twenty-one (21) days, prior to the intended booking date. For live music events, a booking enquiry should be submitted no less than twelve (12) weeks prior to the intended booking date.
- b) The Hirer must read all terms and conditions contained herein and signify their agreement by completing the form and accepting the terms of hire declaration



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- c) If the Hirer is not covered by Council's Public Liability Insurance (as per PLI section of application form), then the Hirer must provide Certificate of Currency for Public Liability Insurance. A minimum coverage of \$20 million is required and an active ABN and/or ACN number
- d) The Hirer must provide proof of identity in the form of Driver's Licence / Photo ID OR Business Registration / Incorporated Association Registration at the time of booking.
- e) It is the responsibility of the Hirer at their own expense to obtain any necessary approvals for the proposed use of the venue and to conform to all rules, regulations and conditions imposed and/or comply with all notices issued by any authority.

7. Cancellations and Amendments

- a) Council reserves the right to refuse any confirmed booking or request, to cancel or relocate any hirer to another suitable facility if such action is considered necessary.
- b) Hirers may be asked to relinquish their booking because of an emergency, multi-day event, exhibition, election, maintenance, Council event etc., or to allow better use of all rooms within the facility. If the alternate facilities cannot be found or are not suitable, the booking fee will be refunded. Where possible, a minimum of four (4) weeks' notice will be provided to the Hirer.
- c) New Regular Hirers
 - i. New Regular Hirers must pay upfront the equivalent of four (4) weeks rental.
 - ii. If the booking does not go ahead, the full amount is forfeited.
 - iii. Notice must be submitted to the Bookings Team via email:
youthservices@centralcoast.nsw.gov.au
- d) Hirer Amendments and Cancellations
 - i. Regular Hirers must provide at least five (5) business days written notice for amendments to bookings.
 - ii. Notice must be submitted to the Bookings Team via email:
youthservices@centralcoast.nsw.gov.au



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- iii. Amendments made within the first seven (7) days of the term do not incur an administration fee.
- iv. Amendments made after the first seven (7) days of term will incur an administration fee per request received. The administration fee is not charged for new/additional bookings.

Hire Cancellations

- i. Hirers must provide at least fourteen (14) days written notice of cancellation to receive a full refund.
- ii. Notice must be submitted to the Bookings Team via email: youthservices@centralcoast.nsw.gov.au
- iii. If notice is given less than fourteen (14) days prior to the hire date, the Hirer shall forfeit hire fees as per Council's adopted fees and charges.

8. Access to Facility and Parking

- a) When a facility is hired, the booking time requested must allow enough time for set-up, pack-up and venue cleaning. If additional time is required, this must be requested in writing. Approval will depend on availability. Any additional time will be charged to the hirer at an hourly rate.
- b) No discounts are given to set up and pack up time. All set up and pack up is charged at the approved hire rate. Overnight bookings such as exhibitions may not be charged from 10pm to 8am. This is reviewed by management on a case-by-case basis. Council is not responsible for equipment left in facilities overnight.
- c) Hirers who access the facility by generating a security or Council staff call out will be charged a \$150 Security call out fee.
- d) In the event that a facility is vacated earlier than the agreed conclusion time, no refunds or time credits will be issued.
- e) If the Hirer enters the facility without prior approval before or after your agreed booking time, it may be deemed as trespassing and the appropriate authorities notified.
- f) Council will provide the Hirer with instructions to access the facility and the appropriate keys/ access cards, alarm codes and induction information for the facility as applicable.



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- i. One set of keys/access passes will be issued. Additional keys/passers may be considered at the discretion of Council and will incur a cost.
- ii. Facility keys/passers must not be copied, cut, reproduced, or shared by Hirers.
- g) If the Hirer arrives at the Facility and it is in an untidy state or there is visible damage, the Hirer must take photographs and notify the Bookings Team via the online Venue Hirer Sign Out Form (refer to the Induction Pack). Photographic evidence can be uploaded to the form. Any safety or security concerns must be reported immediately to Council's after-hours service on 4306 7900. Line open 24 hours a day.
- h) Hirers are responsible for ensuring no one tampers with or props open automatic doors, hirers will be charged for damage caused to doors because of improper use.
- i) Hirers are responsible for ensuring that access to the Erina Centre is not provided to the general public, this includes:
 - i. access to the Erina Centre toilet facilities,
 - ii. access outside of usual operating hours e.g., access to the Erina Foyer when the automatic doors are locked.
- j) It is the responsibility of the Hirer to ensure that attendees of the event, do not park in a manner that obstructs traffic and/or access to driveways.

9. Cleaning and Storage Areas

- a) The Hirer is advised to take photos of facility on arrival and departure for proof of condition of facility (copy of photos may be requested if damage has occurred).
- b) The Hirer must factor in cleaning of the facility within the hire period.
- c) The Hirer must bring their own cleaning products, including sponges, paper towels, surface sprays, detergent, and rubbish bags. A mop, bucket and broom are available for use at most facilities.
- d) The Hirer must clean the facility adequately prior to leaving the facility and leave it in the condition that it was in when the facility was first hired; including but not limited to:
 - i. All tables and chairs to be cleaned and packed away neatly. Black chairs to be stacked in lots of 10. Red chairs to be stacked in lots of 5.



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- ii. Appliances are to be wiped clean.
 - iii. Any mess and spills are to be swept and mopped. Mop the floors with room temperature water only, no detergent.
 - iv. Excess rubbish must be taken away with the hirer upon departure.
 - v. Kitchens and toilets are to be left clean and tidy. Dishwasher must be emptied after use.
- e) Do not use the sanitary disposal bins provided for garbage or soiled nappies.
- f) Soiled nappies are not to be disposed of at any time in internal bins, this includes kitchen, rooms, and toilet bins. Please ensure to bring appropriate bags and dispose of soiled nappies in external bins as soon as possible.
- g) No food items are to be left in the fridge after use and no perishable foods are to be left on kitchen benches. Facility fridges are inspected regularly all items left in the fridge will be disposed of.
- h) Hirers who run children's sporting activities must clean the walls and floors when marked by their use; or bring nets or other barriers to stop equipment, balls, or persons from causing marks or damage.
- i) The Hirer is responsible for keeping all designated storage areas (where applicable) in a clean and tidy manner which minimises the risk of trips, slips and falls and does not encourage vermin such as mice, cockroaches, spiders, and ants. Once opened all food items are to be stored in a sealable storage container. If a fridge/microwave is located at the facility, it also must be kept clean and tidy. Fridges/microwaves are a shared space and must be treated as such.
- j) Failure to clean the facility adequately will result in a cleaning fee, Hirers will be invoiced accordingly, as per Council's fees and charges.

10. Leaving the Facility

- a) The Hirer must check the amenities, secure, and lock all doors, turn off all lights and electrical appliances (excluding the fridge) and activate the security alarm and use the QR code to sign out as per induction pack, prior to leaving the facility.



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- b) If the Hirer is unable to activate the security alarm (where applicable), they must contact Council's after-hours service on 4306 7900 or the Security control room for alarm issues on 1300 767 105 for assistance.
- c) When the Hirer fails to secure the building, activate the security alarm, or generates a call out; a security fee of \$150 (as per Council's fees and charges) will be charged to the Hirer.
- d) If the facility sustains any damage because of the Hirer's use of the facility, Council reserves the right to charge repair fees to the hirer's debtor account or keep the bond or part thereof to repair any damaged sustained.
- e) The access card and induction pack are to be returned as arranged at time of your venue induction.
- f) If returning the access card occurs outside of business hours, prior arrangements must be made with the Bookings Team.

11. Fire and Safety

- a) The Hirer must familiarise themselves with the facilities' displayed Evacuation Plan, including the location of emergency exit doors, prior to commencing use of the facility.
- b) The Hirer is prohibited from the use of fire at the facility, including fire performances, and/or barbecues.
- c) Cooking appliances including pizza ovens, deep fryers or naked flame appliances are not permitted to be brought to or used at the facility under any circumstances.
- d) Smoke machines and/or any other machines or equipment that may cause activation of the facility smoke alarm are not permitted to be brought to or used at the facility. Non-compliance will result in the Hirer being liable for Fire Brigade fees, should they attend the facility.
- e) The Hirer and any attendees are not permitted to smoke within 10m of the facility or surrounding grounds (amenities buildings, carparks) and within 30m of playgrounds.
- f) Fire extinguishers are provided at the facility as a requirement by law and must not be removed or misused. Misuse of this equipment will result in a fee charged to the Hirer.
- g) The Hirer must inform Council if the fire extinguishers have been used in any way, during their use of the facility.



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- h) The Hirer is responsible for providing adequate First Aid supplies relative to the nature of the facility use. First Aid Kits are not supplied; Hirers may wish to consider bringing a First Aid Kit of their own.
- i) The emergency contact number is "000" should the Police, Ambulance or Fire Brigade be needed. If the emergency services attend for any reason due to the Hirer/hiring, the full cost plus any administration charges will be paid by the Hirer.
- j) In the event of an accident or emergency the Hirer shall contact Councils' Contact Centre on 4306 7900.

12. Electrical Equipment

- a) Any appliances brought to the facility by the Hirer, is responsible to have all electrical items electrically tested and tagged annually in accordance with council requirements and must not exceed the power ratings of the facility's power outlets.
- b) The Hirer is not permitted to change or interfere with the electrical systems at the facility, including the lighting and antennas at the facility, without prior approval of Council.
- c) The Hirer is not permitted to access the facility's audio-visual equipment without consent or operational instructions.
- d) Use of equipment must be applied for at the time of booking.
- e) Only a suitably qualified technician may operate The Hub Erina Youth Entertainment Venue's sound and lighting desks. Approval of technician must be sought from the Bookings Team.
- f) Additional technical requirements, operation and set up costs will vary based on the Hirer's requirements and are based on the Hirer's operational status.
- g) Hirer must return any equipment to Council in the same clean condition and good working order it was in when the Hirer received it, ordinary fair wear and tear excluded. If the Hirer do not properly clean the equipment, Council will charge the Hirer a cleaning cost in accordance with Council's fees and charges.

13. External Contractors and Entertainment (decorators, performers, caterers etc.)

- a) Jumping Castles / Inflatables and Petting Zoos are not permitted in or around Council community centres and facilities.



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- b) If the Hirer intends to use a business to provide service or entertainment by a 3rd party such as but not limited to, equipment hire, decorators or caterers; the Hirer must request consent from Council.
- c) It is the Hirer's responsibility to sight all approved contractor's current Public Liability Insurance (minimum \$20 million) to cover approved catering, entertainment, security, or any other service to be provided at the facility.
- d) It is the hirers responsibility to ensure, the appropriate use of the equipment at the facility.
- e) Council is indemnified against any claims for any damage caused or associated with the use of equipment brought to the facility by the Hirer.
- f) Council is not liable for any harm or injuries sustained by any individual who has used the equipment brought to the facility by the Hirer.

14. Alcohol & Security Guards

- a) The sale of alcohol is only permitted for charitable organisations and to this extent, an application to the Independent Liquor and Gaming Authority for an Application for Limited licence- single function at least twenty-eight (28) days prior to the function. Refer to licence.nsw.gov.au for further information regarding regulations and fees. A copy of the Limited Licence- single function must be provided to Council prior to obtaining access to the facility.
- b) Where guests are under the age of twenty-one (21), Council requires assurance that there will be a ratio of one (1) adult over twenty-one (21) years of age to every ten (10) guests under twenty-one (21), (except for school concerts or similar events). The adult supervisors must be capable of maintaining order at the event/activity. Failure to provide this ratio of supervision will result in forfeiture of all or part of fees paid regardless of damages caused.
- c) Should Council determine a static security guard or guards are required the Hirer must provide Council with proof of security contractor engaged including copy of signed contract and paid invoice at least one (1) week prior to booking date.

15. Decorations and Furniture

- a) The Hirer can display table decorations and decorations that do not require attachment or affixing to walls and ceilings, at the facility.
- b) The Hirer must remove any decorations at the conclusion of the event.



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- c) Failure to remove any decorations by the Hirer will result in a cleaning fee deducted from the bond or charged to hirers debtor account.
- d) Helium balloons are not permitted at any facility.
- e) The Hirer must not attach streamers and balloons to ceiling fans.
- f) Room partitions and tiered seated are not to be moved unless manual handling procedures have been conducted.
- g) The room is to be set to its original layout before leaving.

16. Damage and Breakages

- a) All breakages or damage to the facility sustained during the Hirer's use of the facility must be immediately reported to Council's Customer Contact centre on 4306 7900 and notify the Bookings Team via the online Venue Hirer Sign Out Form (refer to the Induction Pack). Photographic evidence can be uploaded to the form.
- b) The Hirer will be liable for the full replacement or repair cost of any damage, breakages or loss caused to the facility, equipment, fittings, contents and the surrounding grounds. This includes any damage to fixtures (including tv's) or artwork on exhibition in the Community Gallery Space which will be charged back to the Hirer to cover cost to repair or replace.
- c) Council reserves the right to invoice the Hirer to cover the costs associated to repair any damage incurred.

17. Music Licensing and Noise

- a) If music is an essential part of activity/event, the Hirer is responsible to obtain a OneMusic licence. For more information visit: <https://onemusic.com.au/licences>.
- b) The Hirer is responsible for ensuring that noise is kept at an acceptable level and will be held liable should a penalty be issued under the Protection of the Environment Operations Act 1997 (NSW), as a result of complaints of excessive noise.
- c) All amplified and/or noise will cease by 10.00pm Sunday to Thursday, 11.00pm Friday and Saturday and activities at the facility are to conclude by 11.30pm or as set out in your booking approval.



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Unless otherwise provided, the operation of any equipment installed on the premises must not cause the emission of noise that exceeds the background noise level by more than 5dBA (Decibels) when measured at, or computed for, the most affected point, on or within the boundary of the most affected residential premises in the vicinity.

18. Child Protection and Legislation

The hirer warrants to Council that:

- a) It has or will, at all times that are relevant to this agreement comply with all of its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as "the Child Protection Legislation" and, in particular, will comply with those obligations during the term of this Agreement.
- b) It does hereby, and shall forever, indemnify Council from and against all claims, demands, actions and suits (and costs thereof calculated upon an indemnity basis) arising out of a breach by the hirer of any of its obligations under the Child Protection Legislation and/or any of the warranties herein contained.
- c) It will comply with all of the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.
- d) He/she is not a prohibited person within the meaning of the Child Protection Legislation.
- e) Insofar as it is aware, none of its existing employees are prohibited persons within the meaning of the Child Protection Legislation and has obtained prohibited persons declaration and has screened all of its current employees within the meaning of the Child Protection Legislation.

19. Personal Property and Storage

- a) All goods and items brought to the facility by the Hirer are the personal responsibility of the Hirer.
- b) Any items brought into the facility for the hire must be removed entirely from the premises at the end of the booking where storage space or cupboards have not been allocated.
- c) Council does not accept liability for any damage or loss sustained to goods and items of the hirer.



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- d) All goods and items brought to the facility by the Hirer are excluded from Council's insurance policy coverage.
- e) Council is not liable and will not compensate the Hirer or any attendees for the loss or damage of any goods or equipment of the Hirer or attendees, or any subsequent loss or damage caused arising from the use of the facility.

20. General Obligation of the Hirer

- a) It is the responsibility of the Hirer to ensure that no pets or animals are brought to the facility except for Assistance Animals.
- b) The Hirer must ensure that use of the facility is restricted to the purpose stated on the application form.
- c) The Hirer must not sub-let the facility and Council staff must have access to the facility at all times.
- d) The Hirer is responsible to induct all staff, clients, and guests onto site in a professional and comprehensive manner. Venue inductions with Council staff on an annual basis may be requested with Hirers, where there are multiple facilitators.
- e) Rights and obligations on the agreement or under this agreement are:
 - i. Not transferable without the express and written approval of Council, which may be granted or withheld in Council's absolute discretion.
 - ii. If the application is made on behalf of a group, company or other body, the person must have and produce evidence of authority to commit the group, company or body to be bound by these conditions and the obligations thereby imposed and will be jointly responsible with the group, company or body for compliance with the conditions and payment of all fees, charges or liabilities which are, or become, payable in respect of the agreement.
 - iii. In the event of default by the group, company or body, the person will be personally responsible for the noncompliance and/or payment of such fees, charges and/or liabilities. If the application is made personally, the person will be responsible for compliance with the conditions of payment of all fees, charges or liabilities which are or become payable in respect of the agreement. In these conditions, a reference to



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“person” or “persons” shall include persons, groups, companies, or other bodies, whichever is appropriate.

- f) The Hirer must not obstruct any law enforcement agency to access the facility during the period of hire and must cooperate with any instructions given with respect to the facility.
- g) It is the responsibility of the Hirer at its own expense to obtain any necessary approvals for the proposed use of the venue and to conform to all rules, regulations and conditions imposed and/or comply with all notices issued by any authority.
- h) The Hirer must seek approval for signage/banners to be displayed at the site. It is to be obtained from the Section Manager, Community Services and Facilities and will need to meet size and location requirements set down for the facility.
- i) The Hirer acknowledges the appointment of the Section Manager, Community Services and Facilities or it’s representative to regulate the hiring and exercise the powers of Council in respect thereof and will comply with and reasonable requirement of such person.

22. Indemnification from Liability

- a) The Hirer agrees to indemnify Council from liability for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Hirer that may arise at or through the use of the facility.

In submitting this application to hire:

- i. I, the Hirer declare that the information provided within the Booking Form is accurate and correct and I have read and understood the Conditions of Hire.
- ii. I accept and understand that as the Hirer I am responsible for the implementation and monitoring of actions detailed in the Conditions of Hire.

Name:	
Signature:	
Date:	