

Conditions of Hire for a Community Centre or Hall

Hiring a facility

All Hirers of community facilities will be required to enter into an agreement with Wagga Wagga City Council (Council) and comply with the **Conditions of Use for Community Centre and Hall Hire**. **Booking fees** are to be paid prior to using the facility. The Hirer is required to be over 18 years of age and Council may request proof of age prior to accepting the booking.

Community Centres and Halls are not available to hire for private parties and functions where alcohol is served. These facilities are provided for public hire to promote and encourage community enhancement and development programs i.e. cultural development, health and fitness, programs relating to personal development, building social networks, meetings, religious services, arts and craft groups, etc.

Cancellations or alterations

Cancellations are emailed to bookings@wagga.nsw.gov.au at least two (2) weeks prior to the commencement of the booking. If cancellations are made within two weeks of the booking date; the booking fee will not be refunded.

Payment of hire fees

The casual hire fee is to be paid when the online booking is submitted. If not paid, the casual hirer has 48 hours to pay the hire fee, or the booking is cancelled.

Regular or ongoing bookings are invoiced monthly, and payment is required within four (4) weeks.

Hire charges

All hire charges are available on the Wagga Wagga City Council's (Council) website. Fees and charges are reviewed every 12 months by Council. New rates are available on the website on 1 July each year.

Hours of operation

Council's community centres and halls are available for hire between these hours:

- Monday to Thursday 8am to 10pm
- Friday to Sunday 8am to 11pm

Key/swipe card

The facilities key or swipe card is to be collected from Council's Customer Service Centre on the day prior to your booking before 4pm. If the booking is on a Saturday or Sunday, the key is to be collected on the Friday prior to your booking. The key is to be returned on the next business day following the hire period.

Should you lose your swipe card or key before your booking is to take place, you will be charged for the replacement of the swipe card or key and your access to the building will not occur.

Should you contact Council's call centre and a member of Council or Security attends your booking to let you in or lock up and you are to be found liable for the reason you can't gain access, this includes losing swipe cards/keys, forgetting pins, not having a confirmation of booking etc. You will be charged a call out fee set within Council's annual fees and charges report.

Event Bond

When payment of a security bond is required to cover any cleaning fees or damage incurred due to an incident during the hire of the facility.

Arrangements will be made for a refund of the bond after the facility is deemed clean and damage free.

Deductions will be made from the bond for cleaning costs, repairs, and replacement of items. Any additional costs not covered by the bond will be invoiced to the hirer.

A bond refund can take up to two weeks to be processed.

Breakages & Damage

Community centres and halls are provided to the community in well maintained condition. Hirers are to notify Council on their arrival if the venue's exterior or interior is damaged. The damage is to be reported when identified to Council's Call Centre on 1300 292 442.

Accidental damage or breakages that occur during the hire period are to be reported can be reported to bookings@wagga.nsw.gov.au

Damage or breakage caused by negligence or a deliberate act during the hirers hire period is to be reported as an incident report to bookings@wagga.nsw.gov.au If the damage will leave the venue unsecured or unsafe for other hirers, the incident is to be reported to the Call Centre on 1300 292 442. Any damage caused by a deliberate or negligence the hirer holds full responsibility for the repair or replacement, plus any other costs associated because of the damage or breakage.

Cleaning

- a) The Hirer is responsible for ensuring that the hired area is left in a clean and tidy condition.
- b) Hirers are required to supply all their own commodities for example dishwashing liquid, tea towels, coffee, tea, milk etc.
- c) All crockery and cutlery provided at venues must be washed and put away in cupboards after use.
- d) If the kitchen is used, benches and sink must be cleaned and left clear.
- e) If refrigerator is used it must be emptied after use. Please ensure any spillage is wiped over. Items are not to be left stored in the fridge unless the bookings run in consecutive days.
- f) Hirers who run sporting/dancing activities must clean walls or floors were marked by their use.
- g) Return all tables and chairs to correct locations away from entrances and cupboard doors.
- h) Wipe down all benches and tables.
- i) Floors must be swept, and the vacuum cleaner emptied after each use and returned to storage.
- j) Please ensure all rubbish from internal bins is placed in garbage bins provided outside.
- k) All cleaning is to be completed by the end of your booking.
- l) A cleaning fee will be charged if contract cleaners are required to clean after your event.

General Waste

Hirers are responsible for waste generated during their hire period. The waste bins at the halls/community centres accommodate hirers who book the venues on a weekly basis. Gatherings where waste is generated is to be removed and disposed of at the end of the hire period. Waste is not to be left in or near the venue.

Consuming Liquor

Consumption of liquor is not to be permitted in a community centre or hall. Bookings for social functions involving the consumption of liquor are not permitted.

End of hire – Photo

The Hirer must ensure that all lights, fans, heaters, and cooking appliances are turned off at the end of each booking. All doors, fire doors and windows must be secured prior to leaving the facility.

At the end of hire photos of the hall, toilets, kitchen, and any other areas used during your booking, are to be emailed to bookings@wagga.nsw.gov.au within 24 hours of the end of your booking.

Equipment and furniture

- a) **Any electrical equipment including TVs, Projectors, Microphones etc, within Halls are the property of regular hirers or Council and ARE NOT to be used. This includes the new TV's within the Duke of Kent Community Centre.**
- b) When additional tables and chairs are required, they are to be supplied at the Hirer's expense.

- c) Extreme care must be taken when transporting and positioning tables and chairs, so that the equipment does not damage the floor or walls, otherwise a charge will be applied for any maintenance or additional cleaning required.
- d) Return all tables and chairs to correct locations away from entrances, fire exits and cupboard doors.
- e) No person should carry any more than 2 chairs at any one time. Chairs are to be returned to storage position around the walls stacked with no more than 10 chairs high.
- f) Tables are to be lifted by 2 or more persons.
- g) Council makes no provision of food, beverages, utensils, crockery, glassware, cleaning solutions/washing up detergent. It is the Hirer's responsibility to provide these items.
- h) A First Aid Kit is not supplied to Community Centres and Halls by Council. Hirers are responsible to supply their own First Aid Kits when using the centre or hall.
- i) Hirers are not permitted to use equipment belonging to another hirer, which may be located in facilities.
- j) Regular Hirers may use storage space provided at Council's facilities subject to approval from the Council's caretakers. Council will accept no responsibility for any loss, damage or theft of a Hirer's equipment or effects even if permission to store on site has been given.
- k) Council does not provide extension cords, power boards, video cables or data projector cables (including VGA and composite cables) of any kind. All Hirers must provide all AV items themselves.
- l) If you require the use of PA/microphone, please contact Visitors Information Centre on 1300 100 122. A fee may be required.

Inflatable devices inside venues

The use of an inflatables inside venues like the Indoor Court at the Glenfield Community Centre is currently not permitted. The setup of inflatables inside venues is currently under review.

No Smoking Policy

All community centres and halls under the direct care, control and management of City of Wagga Wagga are deemed NO SMOKING AREAS. Non-compliance with the Policy may result in loss of bond and/or the person or organisation being refused any future use of the facility.

Permanent bookings

Bookings can be made up to 12 months in advance for all facilities. Regular bookings are required to be paid monthly in advance. Failure to make regular monthly payments will result in the use of the facility being cancelled and future bookings being denied.

Public liability

Liability Insurance - Is required for the use of Booking Council Facilities. (Includes Parks, Sportsgrounds and Halls).

A casual Hirer is a person (not including companies, businesses, associations, or sporting clubs) hiring a facility that is covered under council's casual Hirer's liability insurance.

If the Hirer is a non-profit organisation, an association, or a company the Hirer must provide the Council with a copy of the Hirer's public liability showing a minimum cover of \$20 million dollars. Without this insurance, Hirers could be successfully personally sued.

The Hirer unconditionally releases all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) which The Hirer has or may have against Wagga Wagga City Council, its councillors, officers, employees or agents (other than The Hirer) arising out of or in connection with an act, default or omission of The Hirer or any of its officers, employees or agents. The Hirer agrees not to sue or make any claim or demand against the Wagga Wagga City Council, its councillors, officers, employees, or agents in respect of matters covered by this release.

The Hirer indemnifies, holds harmless and defends the Wagga Wagga City Council, its councillors, officers, employees or agents (other than The Hirer) against loss (including legal Costs and Expenses) or liability reasonably incurred or sustained by any of the indemnified

persons arising from a claim, suit, demand, action or proceeding by any person against any of the indemnified persons where the loss or liability arises out of or in connection with an act, default or omission of The Hirer or any of its officers, employees, clients, invitees or agents.

Risk assessment

Hirers are responsible to conduct their own risk assessment of a facility prior to the start of their booking. If there is an issue found, it must be reported to Council during office hours Monday to Friday. In the case of an urgent issue, report it immediately to Council's Call Centre on 1300 292 442.

Storage in facilities

Council holds no responsibility for items stored in halls and community centres by hirers. Storerooms, cupboards and draws at facilities can be used by hirers as storage at their own risk. Council insurance does not cover items stored by hirers in Council's facilities.

Hirers are to ensure items are stored neatly and do not cause a safety risk or nuisance to other hirers. If items do cause issues to Council will contact the hirer to remove the items. Items stored are to be cleaned regularly to avoid dust accumulating.

Under no circumstance are portable gas bottles or any other form of flammable item permitted to be stored in any Council facility.

Food is not permitted to be stored in cupboards, storerooms, or the refrigerator. Hirers are required to remove all food items from the facility at the end of each booking.

Working with Children

All persons with the intention of conducting courses/workshops or any activities involving children under the age of 16 years are required to complete the following requisites prior to starting the hire of a Council facility.

1. A Working with Children's Check is to be completed by the person hiring the facility, and anyone working or volunteering for the Hirer are also required to complete a check. Persons can apply online at www.newcheck.kids.nsw.gov.au for a Working with Children Check. The approval application number for each applicant is to be provided to Council prior to commencement of their bookings.
2. The Hirer is responsible for ensuring any additional adults engaged in their program, after the initial booking commencement, hold current working with children checks.
3. Council requires all persons who are conducting a certified activity with children, to provide a copy of their qualifications and certificates to Council prior to the start of their bookings.
4. Council requests permission notes are signed by the parent/guardian of each child participating in the activity and retained by the hirer.

The Hirer agrees that indemnity granted under this clause shall continue in full force and effect irrespective of the fact that this Agreement may have terminated.

- I acknowledge that I have read and accepted the Conditions of Use for Community Centres and Hall Hire, which is the agreement between the Hirer and Wagga Wagga City Council.
- I acknowledge that alcohol is prohibited from being served or consumed at Council's Community facilities.
- I acknowledge that if these conditions are breached my agreement with Wagga Wagga City Council will be terminated.

I have supplied a copy of my Public Liability Insurance Policy (Certificate of Currency) where applicable.

Signature _____ Date _____

Print Name _____ Booking No. _____

Please return a signed copy or send an email stating you have read and accepted Conditions of Community Centre or Hall Hire to Booking Officer bookings@wagga.nsw.gov.au