



Community Venues Hire Terms & Conditions



1. APPLICATION AND PAYMENT OF FEES AND CHARGES

This section explains how you can hire Council's community venues and what fees or charges may apply.

1.1. MAKING APPLICATION FOR HIRE

- a. You must submit your application for hire of Council's community venues (**Premises**) and pay all fees at least one month prior to your booking date.
- b. You must ensure all contact details are accurate and up-to-date;
- c. You will be charged regardless of whether or not you actually occupy the Premises for any confirmed bookings;
- d. Agreement for use of a Council venue is only valid for the dates and times as confirmed by Council and does not entitle the hirer, participants or representatives any use or on going hire outside the confirmed period of hire;
- e. Fees charged are applied as per confirmed booking details and in line with Councils endorsed Fees and Charges for the applicable financial year. All fees are detailed in Council's [Schedule of Fees and Charges](#);
- f. By paying the fees, you acknowledge and agree to these terms and conditions of hire and you will comply at all times with these terms and conditions. You must ensure that your staff are aware of and comply with these terms and conditions;
- g. Council reserves the rights to amends Terms and Condition of hire as required. Council will provide hirers notice of any changes;
- h. Your paid booking time includes the time to set up and pack up. Under certain circumstances, deliveries of flowers, food etc. can be made to the Premises prior to your booking. You must confirm with us if access can be arranged before you arrange any deliveries;
- i. Council will advise you once your booking is approved;
- j. Council reserves the right to reject or modify any hire requests or applications and is not liable for any loss, damage or injury in the exercise of this right;

1.2. OTHER FEES THAT MAY APPLY

The additional fees which may apply include:

- a. Booking/deposit
- b. Key deposits/bonds/replacement
- c. Cleaning
- d. Administration
- e. Security call out
- f. Maintenance call outs
- g. Storage levy
- h. Late payment
- i. Waste disposal
- j. Bond/damages – standard, high risk or extremely high risk. recover for repairs, services or other costs incurred to Council as a result of the activities of the hirer or invitees

1.3. HOW CAN COUNCIL USE YOUR BOND

- a. We can apply the bond towards any damage to the Premises or cleaning as a result of your activities. If the costs of rectifying any damage or cleaning exceed the bond amount, we may recover those costs as a debt due to Council.

- b. We can retain all or a portion of the bond for any avoidable call-out or service fees incurred by Council, as a result of your hire activities or actions of your attendees.



2. INSURANCES, INDEMNITY AND HIGH-RISK EVENTS

This section covers who is responsible for insuring what, how you must indemnify us and what happens if your event is high risk.

2.1. YOU MUST HAVE INSURANCE

- a. Any person or group of persons (being or being associated with a sporting body, club, association, corporation or incorporated body) must maintain their own insurance, including but not limited to: public liability insurance (minimum of \$20 million), Workers Compensation insurance and Accident insurance and other compliance coverage. The insurance must cover liability that comes from your use of the Premises, and includes:
 - i. bodily injury; and
 - ii. property damage
- b. Any person or group of persons which hires a Council facility for profit making activities must register as a business and hold their own insurance.
- c. You must give us a copy of the certificate of currency for your public liability insurance prior to confirmation of hire.
- d. A products liability extension must be held where food, drink or other product is to be sold by any Hirer. (This may be obtained from your insurance company or broker or you may have this cover as an extension of your house and contents insurance policy).
- e. If you use an external service provider, they must maintain their own public liability insurance. You accept all responsibility for external service providers related to your booking.
- f. You will pay any excess fee on any insurance claim made in relation to your hire.

2.2. YOU PROTECT US AGAINST LOSS OR DAMAGE

- a. You will take responsibility for completing and monitoring all risk assessments, corrective actions, mitigations, and controls related to your hire and hire activities.
- b. You will indemnify Council against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), charges and any expense whatsoever in respect of:
 - i. any personal injury in connection with or arising from the use of the Premises by you, your staff, members, guests or agents; or
 - ii. any damage to property or equipment of Council or any other person or corporate body, or of any infringement, disturbance or destruction of any rights of any person or corporate body in connection with or arising from the use of the Premises by you, your servants, members, guests or agents; or
 - iii. breach of these terms and conditions by you, your staff, members, invitees or agents.
- c. You will meet all claims whether they are made against you or against us.
- d. Council is not liable for personal property at the Premises that is lost, stolen or damaged.
- e. The obligations in this clause continue after the hiring arrangements end.



3. USING AND CARING FOR THE PREMISES

This section explains that you must use the Premises as agreed, and it lists things you can and cannot do.

3.1. HOW SHOULD YOU USE THE PREMISES

During the hire period you and your guests must use the Premises only as agreed and you will:

- a. Deactivate alarm systems when you enter;
- b. Inspect the premises and ensure it is safe and useable prior to commencing setup or activities; Make sure all equipment brought in is safe and properly certified. Any damage caused by unsafe equipment will be at your cost to repair;
- c. Keep clear all exit doors and access to fire equipment;
- d. Ensure all signage and/or decorations are removed after the hire and there is no rubbish, marks or damage left; Ensure all external promotions, signs flags, or structure are only erected under appropriate Council ordinances;
- e. Ensure the activity doesn't adversely impact nearby residents, public areas or other hirers in the facility;
- f. Prevent any persons believed to be intoxicated or under the influence of illegal
- i. Make reasonable endeavours to ensure that all vehicles are correctly parked either on the street or in a car park. Parking is not provided as part of the facility hire;
- j. Safeguard children and make sure they are supervised;
- k. Ensure all activities are not disorderly, offensive, discriminatory or unlawful;
- l. Discourage smoking or vaping within any Council facility or building as Council buildings are smoke free;
- m. Comply at all times with the required public health advise, and current public health orders as per NSW Health; substances from entering the Premises;
- g. Adhere to the agreed usage times and the Premises' capacity numbers;
- h. Manage the conduct of all persons entering the hired area including spectators and children;
- n. Report any venues issues immediately to Council by calling 02 9710 0333

3.2. YOU MUST ASSUME RESPONSIBILITY FOR

During the hire period you will be responsible for:

- a. Familiarise yourself with evacuation plans and evacuation points, ensuring appropriate emergency procedures are in place for your hire activity commencing;
- b. The safe conduct of all activities, facilities, fittings and equipment, to ensure they are not use in a manner that may cause injury to any person, and take all reasonable care to protect persons and property at all times;
- c. Workplace Health and Safety of all staff, volunteers, contractors, service providers and attendees and guests to your hire activities under the Workplace Health and Safety Act 2011;
- d. Cost of replacing Council equipment, furniture and fittings which are damaged or removed;
- e. Damage to the furniture, floors or other parts of the Premises;
- f. The safe storage of all equipment and supplies within the facility, including the exclusion of noxious, toxic or controlled substances. Ensuring all items stored must only for the purpose of use in the premises and only accessed during the booked hire times.
- g. Activities, conduct and behaviour during the occupation of the facility by any persons associated with your hire, regardless of your individual attendance at the facility;

- h. Anything done inside the Premises, or its vicinity, which is disorderly, offensive to religious or morality or contrary to community taste or decency.
 - i. Emergency services call out fees or damage from use of any items that generates smoke or has a naked flame, including (and not limited to) lit candles, incense, BBQs, e-cigarettes inside the Premises;
 - j. Fines or infringements issued to persons associated with your hire
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3.3. YOU MUST LEAVE THE PREMISES CLEAN AND TIDY

At the end of your hire period you will ensure the Premises is vacated, clean and tidy and you will:

- a. Clean and disinfect the space at the end of each use leaving it clean, tidy and disinfected in line with Councils' directions and to Councils' satisfaction;
 - b. Remove any garbage and take away from the site. Do not use any onsite bins for this purpose. You must provide your own garbage bags and cleaning equipment;
 - c. Return tables, chairs and any equipment to their proper storage places in the store-room. Chairs must be placed safely in stacks no higher than 6 – 8 high;
 - d. Immediately notify us of any incident which may give rise to a claim for reimbursement of repair costs to property, medical expenses, personal injury or damages;
 - e. Remove structures, signs and/or posters including blu-tack, decoration inside or outside the premises;
 - f. Check exit doors, windows, storerooms and equipment areas are locked and secured;
 - g. Set the alarm to the building (making sure the area is free of other hirers);
 - h. Ensure you and your guests leave the building with minimum disturbance to persons living nearby;
 - i. Return all keys to Council.
 - j. Report any venues issues immediately to Council by calling 02 9710 0333
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3.4. ALCOHOL

If alcohol is consumed at the Premises:

- a. Your event may attract a 'high risk' or 'extreme high risk' bond as listed in our [Schedule of Fees and Charges](#).
- b. You agree that:
 - i. no person/s under 18 years of age will be given alcohol;
 - ii. no person will be allowed to remain on the Premises, who is or becomes intoxicated;
 - iii. no alcohol is to be consumed outside the Premises;
 - iv. no alcohol is to be carried away for consumption by persons leaving the Premises.
- c. You must register the event on 'Party Safety' section of the NSW Police Force website, www.police.nsw.gov.au. You must provide evidence of this registration to Council, otherwise the booking will not be approved.
- d. You will have a Liquor Licence if you are expecting to sell alcohol on the Premises. You must apply directly to Liquor & Gaming NSW for a licence by calling 1300 024 720 or applying online at <http://www.liquorandgaming.nsw.gov.au/>
- e. You are responsible for the 'quiet and good order' of the neighbourhood and for the persons who attend the event.

▲ Any breach of the *Liquor Act 2007 (NSW)* relating to lack of a current liquor licence, minors or intoxication may result in on-spot fines or court imposed penalties of up to \$11,000.



4. MAINTAINING AND REPAIRS TO THE PREMISES

This section explains that you are using the Premises at your own risk and covers who to contact for maintenance problems.

4.1. YOU WILL USE THE PREMISES AT YOUR OWN RISK

- a. Council makes no warranty as to the state and condition of the Premises, and whether the Premises are suitable for the intended purpose.
- b. You and your staff, members, guests or agents will use the Premises at your and their own risk.

4.2. MAINTENANCE AND REPAIRS

- a. You will inform us of any defect in the Premises or its condition likely to pose a threat of injury to persons.
 - b. You must report all other maintenance or other matters that may pose a safety risk or security threat immediately to Council.
- ⚠** You can contact Council at any time by calling Customer Service Centre on 9710 0333 (All hours).
- c. Council reserves the right to enter the premises at any point for the purpose of inspecting and maintaining the premises. You will ensure Council officer and representatives are allowed to carry out their normal duties unobstructed. Council will make every endeavour to schedule non-critical work around bookings.
 - d. At Council's sole discretion, Council can cancel your booking for maintenance or repairs to the Premises.



5. BOOKING REARRANGEMENT OR CANCELLATION

This section explains how your booking may be rearranged or cancelled.

5.1. YOUR BOOKING CAN BE REARRANGED OR CANCELLED

- a. In addition to clause 4.2(c), your booking may be subject to rearrangement or cancellation in the following circumstances:
 - i. If the premises have to be used for election purposes; or
 - ii. In the circumstances beyond Council's control, including inclement weather or force majeure conditions such as, without limitation, an act of God, war, epidemic, pandemic, legislative or executive action/order, unlawful act against public order or authority, an industrial dispute or a governmental restraint.
- b. Council may also immediately cancel your booking if:
 - i. You breach any material provision of these terms and conditions of hire and that breach is not rectified to Council's satisfaction;
 - ii. You become bankrupt or insolvent or enter into a scheme or arrangement with your creditors;

A refund may not apply in these circumstances. This will be decided at Council's sole discretion.

- c. The rearrangement or cancellation of your booking and assessment of circumstances giving rise to such rearrangement or cancellation are at Council's sole discretion. Council will endeavour to notify you of any such decision in writing as soon as practicable.

- d. You can rearrange or cancel your booking with not less than one month's written notice. We may apply an administration fee for each change of hire dates and times after the first occasion.

A credit or refund for hire due to rearrangement or cancellation will be considered on a case by case basis. We may retain the hire fee if the rearrangement or cancellation is notified less than one month prior to the booking date. Council will not be liable for any loss, damage or injury which may arise from rearrangement or cancellation of any booking



6. OTHER LEGAL REQUIREMENTS

This section covers other legal requirements we both must meet.

6.1. REPORTING OBLIGATION

- a. Immediately notify Council if any incident occurs which may give rise to a claim for reimbursement of repair costs to property, medical expenses, personal injury or damages.
- b. Provide all reasonable assistance to the Council and Council Officers in dealing with any such matter, and
- c. make no admission, offer, promise or payment in relation to any claim

6.2. CONFIDENTIALITY

Each party and its staff and agents must not without the prior written consent of the other party disclose any information in connection with these terms and conditions to any person not a party to these terms and conditions other than:

- a. as necessary to perform its obligations;
- b. with respect to any matter already within public knowledge; or
- c. when required by law to do so.

6.3. PRIVACY

You acknowledge and agree (if You are not a natural person, on behalf of Your representatives whose personal information is provided to Council (Your Representatives)), that:

- a. [Council's Privacy Management Plan](#) contains important information about how Council will handle any personal information which it collects and other information required to be disclosed by Council to individuals whose personal information it collects under the *Privacy Act 1988 (Cth)*;
- b. You and Your Representatives should read Council's Privacy Management Plan before providing any personal information to Council; and
- c. by providing personal information to Council, You and Your Representative agree to Council's Privacy Management Plan.

6.4. GOVERNING LAWS

- a. The laws applicable in New South Wales govern these terms and conditions.
- b. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.