

YLCC BOOKING TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1.1. The Hirer acknowledges and agrees:
 - 1.1.1. To comply with the general conditions set out below; and
 - 1.1.2. To comply with any Special Conditions of Hire that are set out in the Booking Agreement.
- 1.2. In the event of any inconsistency between a Special Condition of Hire and the General Conditions of Hire, the Special Condition of Hire will prevail.
- 1.3. The Hirer holding performances at the Facility must book for set up/practice sessions as well as actual performance dates.
- 1.4. The Booking Agreement is personal to the Hirer and not transferable. Refunds will only be issued to the name of the Hirer on the Booking Agreement.
- 1.5. Council retains the right to cancel the Booking Agreement at its absolute discretion, including in the event the Hirer contravenes any conditions of hire and in this event:
 - 1.4.1. The Council will refund the hire fees to the Hirer (on a pro-rata basis where relevant); and
 - 1.4.2. The Hirer agrees to release the Council from any claim for damage, loss or costs incurred by the Hirer as a consequence of the cancellation.
- 1.6. The Council does not warrant that the Facility is fit for the use proposed by the Hirer and the Hirer's use of the Facility is, therefore, at the Hirer's own risk.
- 1.7. The Hirer must be eighteen (18) years of age or over, or if a corporate body, the signatory for the Hirer must be an authorized person who is eighteen (18) years of age or over.
- 1.8. The Hirer must only enter the Facility within the time and date stated in the Booking Agreement. Failure to comply may result in cancellation of the related booking, additional time being charged, and could result in being banned from hiring Council facilities in future.
- 1.9. It is recommended that the Hirer inspect the hall prior to the Hiring period to ensure it is what was expected or intended for use. Upon arrival for the hire, if you find any damage or mess please ensure to take photos showing the time the photos were taken, and email tofacilities@clarence.nsw.gov.au so that the cost is not charged to you. 1.10
- 1.11. The Hirer is responsible for all participants, attendees, invitees or any other person at the Venue for the Hire Period.
- 1.12. If you require after hours assistance, please call 02 66 43 0200
If an after hours call out is the result of the customer not following instructions given, a fee of \$165 (inc. GST) per call out will be charged to the customer. This charge will either be deducted from the bond or invoiced to the customer.

2. FEES & CHARGES

- 2.1. The Hirer must pay all fees, bonds and security key deposits according to the payment terms prescribed within the Booking Agreement & Invoice. Failure to make payment of the required amount within the timeframe specified in the Booking Agreement will result in the Booking Request being cancelled or, if this has already occurred, in the immediate cancellation of the Booking Agreement.

2.2 Money paid towards the bond and any security key deposit will be refunded generally within twenty one (21) working days of the conclusion of the Hire Period if:

2.2.1 The Hirer has fulfilled all of the Hirer's obligations under the Booking Agreement, has returned any keys/access cards within two business days following their booking.

2.2.2 In the case of bond money, where the Council is satisfied that there is no damage and that the facility has been left in a clean and tidy state.

3. BOOKING REQUESTS & CANCELLATIONS

3.1 A Booking Request must be received three (3) or more days prior to the commencement of the Hire Period. Booking Requests received less than three (3) days prior to the commencement of the Hire Period will be accepted at the Council's discretion, subject to Council's operational capacity to process the Booking Request within the timeframe available.

3.2 The Hirer may cancel the Booking Agreement by giving written notice to the Council. If notice of cancellation of the Booking Agreement is received by the Council:

3.2.1 If notice of cancellation is received by Council within seven (7) or more days prior to the commencement of the Hire Period, any hire fees, bonds and security key deposits paid shall be refunded and returned in full to the Hirer; or

3.2.2 If less than seven (7) days notice is received of a cancellation notice is given, any bond and security key deposits paid will be returned to the Hirer but any hire fees paid may be forfeited.

3.3 The Council reserves the right to refuse a Booking Request where the Council considers that the activities the Hirer wishes to undertake are not suitable at the Facility or, are otherwise contrary to the public interest.

4. ACCESS CARDS

4.1 Access cards must be collected during normal business hours from 24 Treelands Drive Yamba, unless alternate arrangements are made. Cards must be returned within two business days after the Hire Period, unless otherwise agreed with or directed by Council staff.

4.2 Access cards will be issued to the Hirer prior to the commencement of the Hire Period where the Hirer has paid all fees and charges.

4.3 If access cards are not collected and results in the customer requiring after-hours call-outs, the cost (\$165 per call out) will be passed on to the customer. The amount will either be deducted from the bond, or the amount will be invoiced.

5. CARE AND USE OF FACILITY

5.1 The Hirer is authorized to use the Facility for the use stipulated in the Booking Agreement only.

5.2 The Hirer must leave the Facility in a clean and tidy condition at the end of the Hire Period. The Hirer is responsible for removing all rubbish from the Facility and ensuring all equipment and furnishings are stored in their proper place.

5.3 If additional cleaning is required to be undertaken by the Council, the Council will deduct the cost incurred in connection with such cleaning from the amount of the bond that is returned to the Hirer and if the bond is insufficient will invoice the Hirer for any additional costs.

5.4 The Council will determine at the end of the Hire Period whether damage has occurred and if so, the Hirer is liable to pay for the remediation of it. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will invoice the Hirer for any

additional costs. This includes the approved area and approaching areas including all grassed and/or paved areas, roads, footpaths and kerbs.

6. SECURITY

6.1 The Hirer is responsible for the security of the Facility and the Hirer's property during the Hire Period. Depending upon the use permitted by the Booking Agreement, the Council may require a security officer to be present for the duration of any event held during the Hire Period, the costs of which will be borne by the Hirer.

6.2 It is the Hirer's responsibility to ensure that at the end of the Hire Period, all windows and doors are closed and locked and lights, stoves, ovens, appliances, heaters and air conditioners are turned off.

6.3 In the event that a building alarm is set off, the after-hours security or emergency services are called out and the hirer is at fault, the charges will be passed onto the hirer. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will invoice the Hirer for any additional costs.

7. HIRER CONDUCT

7.1 The hirer must at its cost and expense, comply with all applicable food safety and noise control laws relating to the hirer's use of the facility.

7.2 Council may enter the facility at any time during the hire period. The hirer must, at its own cost and expense, cooperate and comply with all reasonable directions issued by a Council employee in relation to the hirer's use of the facility, including (but not limited to) a direction to remedy a breach of the Booking Agreement. Failure to comply with a Council direction may result in the immediate cancellation of the Booking Agreement.

7.3 Smoking is not permitted in or within 15 metres of any Council facility.

7.4 Where applicable, all equipment and furnishings shall be stacked away in designated storage spaces, except where approved or instructed by Council.

7.5 The hirer must not:

7.5.1 Sub-let the facility or any part of it;

7.5.2 Transfer or purport to transfer the Booking Agreement;

7.5.3 Use smoke machines or candles (other than candles on a cake);

7.5.4 Attach decorations by nails, screws, adhesive tape or contrivances to any part of the facility, other than at those places provided for this purpose by the Council;

7.5.5 Install fixtures or fittings on the facility or any part of it without prior written approval of the Council;

7.5.6 Use confetti or similar at the facility;

7.5.7 Use roller skates, skateboards or similar at the facility or on any adjacent land unless approved by Council;

7.5.8 Use bicycles or scooters inside any building;

7.5.9 Advertise on or at the facility without the written approval of Council;

7.5.10 Carry on or allow to be carried on any offensive, unlawful or dangerous activities at or from the facility or create a nuisance or disturbance either for the Council or for the owners or occupiers of any adjoining premises;

7.5.11 Move existing furniture from its location in the facility without prior approval of Council;

7.5.12 Use any substance that could result in a slip or fall or injury to a member of the public;

7.5.13 Store any of the hirer's equipment at the facility without prior approval from the Council; and

7.5.14 Remove any Council property from the facility.

7.6 The hirer must:

7.6.1 Ensure that any incidents that result in personal injury or damage to the facility, are reported to Council immediately;

7.6.2 Take the appropriate measures to clean up any spillage as quickly as possible;

7.6.3 Ensure that polished floors are swept clean after use;

7.6.4 Ensure that the maximum number of persons permitted to occupy the facility (which will be notified to the hirer by the Council) is not exceeded at any time;

7.6.5 Ensure that persons under the age of 18 years are not left unsupervised at the facility for any length of time;

7.6.6 Ensure that at all times, that the facility is occupied, the exit doors remain unlocked from the inside and all doors, aisles and passageways are kept clear; and

7.6.7 Ensure that all of the Hirer's property brought onto the Facility is removed at the end of the Hire Period. The Council is not liable and does not take responsibility for any property left at the Facility

7.6.8 The hirer must read, acknowledge and inform all attendees of the contents and directions given on the Evacuation Plan & Diagram located within the building at the commencement of hire, ensuring all attendees are aware of the evacuation and assembly areas.

8. NOISE

8.1 The noise from the hall shall not be audible within any habitable room in any residential premises nearby the facility from 10.00pm.

<http://www.epa.nsw.gov.au/your-environment/noise>

9. FIREWORKS

9.1 A separate application to Council in writing by a licensed pyrotechnician is required for any fireworks displays. Applications must be made no less than thirty (30) days prior to the commencement of the Hire Period.

10. LPG HEATERS, BARBECUES & OPEN FIRES

10.1 Barbecues and LPG heaters are not permitted inside any building. Outside, barbecues and LPG heaters must be operated by a competent adult and comprise safe gas temperature controls, hoses and regulators.

10.2 Notwithstanding anything in the Booking Agreement, the Hirer must not bring an LPG cylinder to the Facility where more than ten (10) years have passed since the stamp test date marked on the cylinder.

10.3 All barbecues and heaters on the Facility must be located on level ground away from flammable sources and sheltered from wind.

10.4 Open fires are strictly prohibited on or at the Facility.

11. STORAGE SPACES

11.1 Under no circumstances can any other furniture or items whatsoever be stored at the facility except with Council's approval.

12. ALCOHOL

12.1 If a Hirer is intending to sell alcohol at a function, a "Limited Licence -" must be obtained. An application form can be accessed via the NSW Office of Liquor, Gaming and Racing website

www.liquorandgaming.nsw.gov.au. Applications are required to be submitted (online, post, fax, email) at least 28 days before the function start date and a copy lodged with Council and Local Police within 2 days of lodging your application. Refer also to Special Conditions for the sale and/or consumption of alcohol.

13. AMUSEMENT STRUCTURES

13.1 Amusement rides, or similar structures, are strictly prohibited and must not be brought on to the Facility without the prior approval of Council. Such approval may be specified in the Hire Confirmation and subject to any special conditions that the Council sees fit to impose.

14. SPECIAL ACTIVITIES

14.1 The following activities are considered special activities and are prohibited without the prior approval:

- Trading or selling of goods
- Busking
- Preaching
- Asking for donations
- Canvassing
- Posting of bills
- Distribution of printed material
- Filming
- Camping
- Kite surfing and kite buggies

14.2 The hirer must clearly outline any special activities as part of the booking request.

14.3 Any permission granted to conduct special activities will be specified in the Hire Confirmation.

15. INDEMNIFICATION & RELEASE

15.1 The Hirer indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly as a result of or in connection with any act or omission of the Hirer or the Hirer's use of the Facility.

15.2 The Hirer releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death arising as a result of or in connection with the Booking Agreement except to the extent that they are caused by the Council's negligence.

16. PUBLIC LIABILITY INSURANCE

16.1 Clubs, associations, corporations, incorporated bodies or sporting clubs/bodies and any other hirer conducting any kind of profit making or commercial activity are required to have public liability insurance in a sum of not less than \$20 million. Council requires evidence of the hirer's insurance, such as a Certificate of Currency prior to them hiring the facility.

16.2 All other hirers are covered by Council's Casual and Regular Hirers Insurance. This policy is in place to protect hirers (other than those listed above) against public liability claims arising from their hire of community halls. Important things to bear in mind in respect of this policy include:

- \$1,000 excess applies to each and every claim, which is payable by the hirer.
- Council must be notified immediately in the event of any incident that may result in a claim against the policy.

If the hirer is not covered by Council's Casual and Regular Hirers Insurance ('the Insurance'), then the hirer agrees to indemnify and keep indemnified Council against all claims, actions, liabilities, suits, costs, fees and expenses suffered or incurred by Council as a result of any injury, loss or damage sustained by any person where such injury, loss or damage is caused by or is a result of the use of, or the activities of the hirer on, the Hall by the hirer except to the extent that the injury, loss or damage was caused or contributed by the negligence of Council, its employees or agents. Hirers not covered by the Insurance will be required to provide a Certificate of currency of their public liability insurance when booking the Hall.

DEFINITIONS

'Council' means the Clarence Valley Council.

'Hirer' means the person named as the 'Hirer' in the Hire Confirmation and where the context permits, includes the employees, contractors, agents, customers and other invitees of the Hirer.

'Facility' means the Council premises identified as the 'Facility' in the Hire Confirmation.

'Booking request' means a written request to hire the Facility by the Hirer or any person acting on the Hirer's behalf in the form prescribed by the Council and submitted on line or in hard copy to the Council.

'Damage' includes loss arising from destruction or damage to the Facility or any part thereof and/or to any Council property located at the Facility and includes property that is lost or stolen.

'Hire Confirmation' means the written confirmation provided by Council upon approving a Booking Request authorising the Hirer to hire the Facility for the Hire Period on the terms and conditions specified.

'Booking Agreement' comprises the following documents:

- Booking Request;
- Hire Confirmation;
- General Conditions of Hire; and
- Special Conditions of Hire (if any).

'Hire Period' means dates and times specified in the Hire Confirmation during which the Hirer is authorised to Hire the Facility.

'Special Conditions of Hire' means the special conditions (if any) set out in the Hire Confirmation. 'Written confirmation' includes hard copy or email communication.

'Permitted Use' means the activity or activities that the Hirer is permitted to carry out at or on the Facility under the Booking Agreement that is specified in the Hire Confirmation. The Hirer is responsible for specifying with reasonable particularity in the Booking Request the activities that the Hirer wishes to conduct at the Facility.

A. SPECIAL CONDITIONS

Alcohol

1. Licensed Security attendants will be required at functions where alcohol is to be consumed. The Hirer may be required to provide at least two professional security attendants per 50 persons attending the function, determined by Council/Management Committee/Booking Agent using Council's Bond Risk Assessment Matrix. Evidence of engagement of those Licensed Security attendants will be required prior to being given access to the hall. Evidence of attendance of those Licensed Security attendants may be required after the hire should an issue be raised by nearby neighbours or Police.

2. Council recommends the Hirer notify Police at the earliest possible time (4-6 weeks) prior to the function if alcohol will be present. More information is available from the Management Committee, or by accessing sites on the internet;
https://www.police.nsw.gov.au/online_services/party_safety.
3. The function will cease at 9:30pm, and premises must be vacated within 30minutes. If this does not occur, then Council/Hall Management Committee may deduct the entire Bond from the hirer.
4. The Hirer is responsible for ensuring the responsible service and consumption of alcohol at the function, including ensuring persons under the age of 18 are prohibited from obtaining or consuming alcohol.
5. Food and water must be readily available for patrons whenever alcohol is consumed on the hall premises.
6. The Hirer will ensure that all guests leave in a quiet and orderly manner so as not to disrupt the good order of the neighbourhood, including the provision of adequate transport from the hall at the completion of the function e.g. booking an appropriate number of taxis/maxi taxies for completion of function.
7. Hall 1,2 & 3 combined and the Gallery are the only section of the facility available for the service of alcohol and will be limited to ceremonies, celebrations of life and art events.
8. The Hirer will be required to book the kitchen as an extra service and utilise this space as the service point for the distribution of alcohol.

Numbers of Persons

7. The hirer agrees not to exceed the maximum number of allowable persons at the Facility that is based on the following calculations.

- Meeting & Hall spaces - 1m² per person seated or 0.5m² per person standing
- Kitchen spaces - 10m² per person
- Office/Consult spaces - 4m² per person
- Art/Gallery Spaces – 4m² per person

The per room capacities are reflected in the booking system.