

## Standard Conditions of Hire Council Facilities

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### Permit

Upon confirmation of your booking, Council will issue you with a Permit for your hire of the Venue. This permit must be at the Venue during the Hire Period and must be produced on demand.

### Hire Period

Your booking will start and end at the times set out in the Approved Hire Details. You will not have access to the Venue before or after these times, unless expressly authorised by Council. The delivery or removal of equipment, setting up or cleaning of the Venue must be completed during the Hire Period.

### Hire Fee

You must pay the Hire Fee to Council in the amount and at the times set out in the Approved Hire Details. The Hire Fee will be charged in accordance with Council's Annual Fees and Charges.

Council may require you to pay a Deposit to secure your booking. The amount of the Deposit and the Payment Date is set out in the Approved Hire Details.

### Bond

Council may require you to pay a Bond for use of the Venue. The amount of the Bond and the Payment Date is set out in the Approved Hire Details.

Council will inspect the Venue after the function. If the Venue has been left in a satisfactory condition, Council will refund the Bond to you within ten working days of the inspection date.

If the Venue has been left in an untidy condition or the Venue has been damaged, Council will contact you and make arrangements for cleaning or repairs to be carried out. Any costs incurred for any additional cleaning or repairs necessary to reinstate the Venue to the condition it was before the time of hire will be deducted from the Bond.

### Cancellation by You

If you decide not to use the Venue for your function, you must immediately notify Council.

If you cancel your booking after the Cancellation Date set out in the Approved Hire Details, you must pay the Hire Fee in full.

If you cancel your booking before the Cancellation Date set out in the Approved Hire Details, and you have paid the Hire Fee, Council will refund the Hire Fee and any Bond paid within ten (10) working days from the date of cancellation.

It is recommended that you cancel all advertising relating to the function and notify any sponsors or clients.

### Cancellation by Council

Council reserves the right to cancel your booking immediately by verbal or written notice if you are in breach of any of the hire conditions.

### Keys

You can collect and return the keys from the person and the times set out in the Approved Hire Details. Keys will not be handed over unless you produce proof of payment. You must not copy the keys.

### Damage

You will be responsible for any damage you cause to the Venue or any fixtures, furniture or equipment at the Venue, except for reasonable wear and tear. Any damage will be repaired by Council at your cost and any expenses incurred will be deducted from the Bond.


You should report any accidental damage to the Venue upon return of the keys. If not reported, the damage will be deemed as wilful and may be reported to the Police.

### Cleanliness

You must leave the Venue in a clean and tidy condition and return it to the condition before the time of hire. This includes returning any tables, chairs and other equipment to their original position, removing garbage and cleaning any kitchen, cutlery, crockery or glassware. If the Venue is not left in a clean condition, any cleaning costs incurred will be at your cost and may be deducted from the Bond.

### Approvals

You must obtain all necessary consents and approvals for your use of the Venue including any development consent required under the *Environmental Planning & Assessment Act 1979*.


 *If are unsure whether your function requires development consent, contact the Development Services Section on 4429 3111.*

### No Smoking

Council has a No Smoking Policy which applies to the Venue.

### Alcohol

You must not sell or serve alcohol at the Venue unless you have an appropriate licence under the *Liquor Act 2007* and the *Liquor Regulation 2008*. You must provide Council with a copy of any licence or approval at the time of booking, and if requested, on demand.

 *If you wish to sell or serve alcohol, contact the NSW Office of Liquor, Gaming & Racing on 02 9995 0894.*

### Safety

You must ensure that the function is conducted in a safe manner.

You must be aware of, and follow, the evacuation procedure for the Venue. You must ensure that you keep any fire exits clear at all times.

You must immediately report any accident or incident at the Venue to Council. An incident form must be completed and given to Council.

### Electrical Equipment

You must not use double adaptors at the Venue and must ensure that all electrical appliances used by you are tested and carry a current tag. All electrical devices must be protected by a Residual Current Device (RCD).

### Council's Property


You must not interfere with any electrical wiring, switchboard or sound equipment at the Venue. Any alteration of Council property without written approval will result in the loss of the Bond.

### Offensive Noise

Your activities must be carried out in a manner which does not cause offensive noise as defined by the *Protection of Operation of the Environment Act 1997*.

### Charitable Activities

You must observe any requirements of the *Charitable Fundraising Act 1991*.

 *If you have an enquiry about these requirements, contact the Department of Gaming and Racing on 9995 0300.*

### Sub-Letting

You must not sublet the Venue or assign your rights to any other organisation or person without Council's prior consent.

### Liability

You must accept responsibility for any claim for damage to property or injury to persons which arises from your use and occupation of the Venue.

### Insurance & Indemnity

Unless you are covered under Council's Casual Hirers' Public Liability Policy, you must obtain and maintain public liability insurance for the amount set out in the Hire Details with an insurer approved by the Australia Prudential Regulation Authority, noting the interests of those listed in the Approved Hire Details. Proof of this Policy is to be submitted to the Director City Services & Operations for approval prior to the commencement of the Hire Period. Council's Insurance Manager must also decide to approve the insurance provider. You must provide Council with a Certificate of Currency upon request.

You agree to indemnify Council and those other individuals/organisations noted on the Approved Hire Details from and

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against any actions, suits, claims and demands of whatever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise out of the activities approved under this Permit.

### **Directions**

You must comply with any direction given by an authorised officer of the Council (including Council Rangers) or a Police officer acting in the course of their duties.

### **Complaints & Compliments**

If you have any complaints or compliments about your use of the Venue including the quality of the building, hiring, service or support, please put these in writing to Council

### **Crowd Control**

You are responsible for crowd control during your use of the Venue.

Depending upon the type of function, Council reserves the right to request security be provided.

### **Legal Obligations**

You must ensure that you comply with all legislative obligations relating to your use and occupation of the Venue including (without limitation) occupational health & safety, environmental management and planning laws.

### Spillage of Food or Drink

You must remove any spillage of food stuffs or drinks from the walls and floors of the Venue.

You may be requested to professionally steam clean any carpeted areas which have been stained. If so, you must provide Council with a copy of the receipt.

### Mechanical Equipment

You must not use mechanical equipment between the hours of 8:00pm to 7:00am weekdays or 8:00pm to 8:00am on weekends and public holidays.

### Musical Instruments

You must not use musical instruments and sound equipment between the hours of 12:00am to 8:00am every day.

### Exits

You must maintain clear access of not less than 1.1metres to all exit doors.

### Sale of Goods

The sale of goods is prohibited except in accordance with Council's Market Policy.



*For further information, contact Council's Development Services section on 4429 3111.*

### Police Advice

You must advise the Police of any evening/night function (excluding meetings) held at the Venue. A safe party form (available from local police stations) must be completed by you and given to the Supervisor at the time of booking the Venue.

### Decorations

You must not affix any decorations to the walls or floors of the venue by nails, screws, hooks, blue tack or use adhesives in any part of the Venue.

Any flammable material must be first treated with a fire retardant solution to the satisfaction of the Supervisor.

You must remove all decorations from the Venue within the Hire Period or as directed by Council.

### Alcohol

The serving or cooling of beer in kegs by any method is not permitted in any part of the Venue. Any damage due to non-compliance will be repaired at your cost.

### Precedence

Certain facilities are designated polling booths for Local, State or Federal elections. Council reserves the right to cancel your booking should the facility be needed for this purpose.