

Terms & Conditions of Hire/Use

Public Halls, Community Centres and Meeting Rooms,
 Reserves, Sportsgrounds, Courts, and Showgrounds

Permit
Upon payment of your booking, Council will issue you with a permit for your hire of the venue which is your booking confirmation. This permit must be available for viewing at the venue during the hire period and must be produced on demand. This application form is not a permit or booking confirmation.
Legislation
You must comply with all State and Federal Legislation in your use of this facility. Council may review the Terms and Conditions of a hire agreement in order to meet legislative requirements.
Hire Period
Your hire period will start and end at the times set out in the permit. 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 prior to issue of the Permit. The hire fee will be charged in accordance with Council's Fees and Charges.
Bond
Council may require you to pay a bond for use of the venue. Bond and payment will be required prior to issue of the permit. 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. 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 or additional charges will be incurred by you.
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 Council's Development Services Section on 4429 3111.
Hirer's Obligations
The Event Coordinator must remain in attendance during the hire period and is responsible for venue security, safety of guests and supervision of all activities during the hire period. In all circumstances, the hirer agrees that all reasonable steps will be taken in connection with their hire to: prevent personal injury; prevent the manufacture, sale or supply of defective products; comply and ensure that the hirer's employees, servants or agents comply with statutory obligations, by-laws or regulations imposed by a public authority for safety of persons or property.



Cancellation by Council

Council reserves the right to cancel any booking or close any ground. If this happens Council will refund all payments but will not be liable for any loss incurred by the hirer.

Cancellation by You

If you decide not to use the venue for your function you must immediately notify Council in writing. If you cancel your booking at least 7 days prior to the booking date Council will refund any hire fee and bond paid. No refund will be issued after this time.

Liability

The hirer must accept responsibility for any claim for damage to property or injury to persons which arises from any negligent act or omission of the hirer which occurs from their use and occupation of the venue.

Insurance & Indemnity

All commercial bookings and bookings associated with a sporting body, club, association or corporation, or entity of any kind, must hold public liability insurance cover with an approved Australian provider and be for an amount that is determined to be acceptable by Council for the hire of the particular venue.

At the time of making the booking a current certificate of currency must be supplied, and a renewed certificate provided to Council, if required to cover the booking period.

The certificate must note the interests of Shoalhaven City Council and the Minister administering the Crown Lands Act. Please note this requires only a phone call to the insurer and they will be able to email an amended Certificate to the policy holder. Currently approved insurers are listed on the Australian Prudential Regulation Authority's Register of Authorised Insurers.

You agree to at all times indemnify Council from and against all liability whatsoever that is caused by any unlawful or negligent act or omission, or breach of these terms and conditions by the hirer, their guests or contractors during the period of the use of the venue.

Hirers who obtain services (paid or unpaid) from others to assist with the booking (eg caterers, cleaners, technical specialists etc) are required to ensure all contractors/service agents:

- Abide by these conditions of use
- Arrive and leave the premises within the approved period of the booking
- Hold evidence, in the form of a Certificate of Currency, that they hold Public Liability insurance cover of at least \$20,000,000 or other amount determined to be acceptable by Council
- Have assessed the facility for risk and have adequate safety procedures in place, which may include safe work method statements.

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 or charged to you. You should report any accidental damage to the venue upon return of the keys. If not reported, the damage may 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.

No Smoking

Council has a No Smoking Policy which applies to indoor venues and sportsgrounds.



Alcohol & Alcohol Free Areas

Some reserves have been declared alcohol prohibited or free areas. Under no circumstances is alcohol to be consumed in or around any of these designated reserves at the designated times. These areas or reserves are identified on Council's website.

In relation to other venues where alcohol is permitted to be consumed, the hirer must adhere to the NSW liquor laws. Alcohol must not be sold at the venue unless a copy of a valid Liquor Licence and Responsible Service of Alcohol Certification is provided at the time of booking.

Safety

You must be aware of, and follow, the evacuation procedure for the venue and ensure that you keep any fire exits clear at all times. You must immediately report any accident or incident at the venue to Council.

Glass Bottle Free Sportsgrounds

Council prohibits the supply, sale and consumption of drinks in glass bottles or glass containers on Council managed sportsgrounds.

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.

Sub-Letting

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

Offensive Noise

The noise level from the event shall not cause a noise nuisance to nearby residents. Offensive noise may be defined as any noise that may be capable of being heard inside the residence of any person. If an amplifier is to be used the speakers will be oriented away from other residences. The speakers shall be located as close as possible and mounted at a downward 45-degree angle. Only persons nominated by the function safety coordinator shall be permitted to use the PA system.

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.

Police Advice

You must advise the Police of any evening/night function (excluding small meetings) held at the venue. If it is a party or function a safe party form must be submitted to the police at the time of booking the venue.

Decorations & Structures

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 treated with a fire retardant solution.

You must remove all decorations from the venue when vacating the venue, unless specific arrangements are made with Council.

You must not erect any structures on the reserve or sportsground without the prior written consent of Council. If you wish to erect a marquee it must be consistent with Council's Private Functions on Public Reserves Policy.

No helium filled balloons to be used on any playing field, sportsground or reserves. No balloons, helium filled or otherwise, to be released in or around any Council owned playing field, sportsground or reserves.



Precedence - Elections

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

Emergencies

Community facilities can be designated emergency evacuation centres in case of bushfires, floods and other disasters. Council reserves the right to cancel your booking should the facility be needed for this purpose.

If the facility is required in an emergency your venue hire will be cancelled and hire fees refunded.

Charitable Activities

You must observe any requirements of the Charitable Fundraising Act.

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

Use by Others

Your booking does not include the exclusive use of the remainder of the reserve or building.

You must cause minimum inconvenience to local residents and to other persons wishing to use the reserve or building.

The rights of the general public to have free and unrestricted access to a reserve or sportsground must be respected.

Fire Restrictions

You must follow any fire restrictions that are in force during the hire period. You must not light fires except in properly constructed fire places.

Trees/Vegetation

You must not cut or lop any trees or vegetation to facilitate your function.

Waste

It is recommended that you inspect the venue before the function to check if additional bins are required. It

is your responsibility to ensure that adequate bins are supplied. Additional bins can be sourced from SITA on 4423 1711. You should place all additional bins at the roadside immediately after the function, ready for emptying by the SITA Waste that you have arranged.

Amusement Devices

You do not have approval to use amusement devices except for jumping castles which may require specific insurance coverage. If you want to use amusement devices, specific approval is required and should be sought by contacting Council's Booking Officer on 4429 3111.

Security

Council reserves the right to advise local Police and Council rangers of functions occurring on weekends.

Any after hours emergency can be reported to Council on 4421 3100.

You are required to submit a Safe Party Form to the police for any parties/functions, details available from Booking Officer or during online booking process.

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.

Exits

You must maintain clear access of not less than 1.1 metres wide 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.
Vehicle & Crowd Control
Vehicular access to the reserve or sports ground is restricted. If consent is given in the permit, times may allow to load and unload materials. No vehicle will remain on the reserve or sports ground except if specified in the permit. Vehicles must park in designated parking areas only. Vehicle and crowd control remain your responsibility.
Keys
You can collect and return the keys as instructed by the booking officer. Keys will not be handed over unless you produce proof of payment. You must not copy the keys.
Reserves & Sportsground only
Existing Structures
You must inspect structures, goal posts, in-ground sprinklers and the like for safety and compliance with Australian Standards before use of the sportsground. Any unsafe areas should not be used, and should be reported to Council immediately.
Underground Services
Council may have underground services (eg: water mains and electricity) located within the reserve or sports ground. You must not install stakes, star pickets, pegs or the like without first consulting Council about location of services.
Failure to comply with this requirement may be dangerous and result in inconvenience for your function.
For information about location of services can be requested when making a booking, dependant on the request, additional fees maybe charged.
Food
If you wish to provide or sell food to the public, you must obtain a licence for Mobile Food Stalls & Temporary Food Premises before the function occurring. For more information, contact the Environmental Services Section on 4429 3111.
Camping
No camping is allowed on any reserve except for showgrounds. Fees apply for camping at these locations. For information on camping at Berry, Nowra and Milton Showgrounds contact the Booking Officer.
Nowra Showground
Locks
All gates are generally locked and unlocked at sunrise/sunset, excepting in the case of events onsite.
You can discuss security arrangements directly with Council's booking officer.
Closing Time
Your use of the venue must cease at 12:00am. You should ensure that your function is concluded in order to leave enough time for you to clean up the venue before 12:00am. The Security Patrolman will liaise with you at approximately 11.30pm (unless stated otherwise) to ensure that no people/vehicles are locked inside the venue unnecessarily.



Worrigeer Equestrian Common
Use by Others
The hirer of Worrigeer Equestrian Common undertakes responsibility for risk management of the site for the duration of the hire period. To this end, Council invests the hirer with the authority to manage the site, including public access to the entire common area, for the duration of their hire period. Please report abusive or dangerous behaviour to the local police for assistance.
Nowra and Berry School of Arts
Theatrical Bookings
When you book the venue for theatrical purposes, the date of the booking will start from the time the scenery or other equipment is brought into the venue and continues until the scenery or equipment is removed.
All scenery and stage props must be made and painted outside the venue and must be rendered fireproof.
Piano
You may use the grand piano after gaining prior approval of Council.
Nowra Library Meeting Room
Cleanliness – should the room not be left clean and tidy after use, an additional cleaning fee may be charged.
Keys – should keys to the room not be returned, a replacement fee will apply.
Alcohol - No alcohol is permitted in the meeting room.
Storage – No storage can be provided in the room and regular users are required not to leave any of their belongings on the Library premises. Council will not assume any responsibility for any belongings left on the premises.
Library address – the hirer shall not use the address of the Library as their mailing address.

Office Use Only

Related Policies _____

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Owned By (section) Shoalhaven Swim Sport Fitness

