

CONDITIONS OF HIRE of Community Venues (not staffed)

Community Venues

Introduction

Thank you for booking a City of Sydney Community Venue. The City aims to provide the local community with a variety of venues that are well maintained and accessible.

We ask that you read and understand the following conditions of hire to ensure your use of our community venues is smooth running, safe and compliant with the City's regulations.

1. Priority of Access

The City of Sydney retains the right to cancel or re-locate bookings at any time if facilities are required for the purpose of the City of Sydney. In these instances, venue staff will endeavor to provide the affected parties with due notice and offer an alternative venue where possible. In the event that Council is unable to offer a suitable alternative all monies paid in respect of the cancelled function will be returned to the Hirer. The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

2. Fees and Charges

- a. The Council reviews all fees and charges at the beginning of each financial year. If such review occurs during the term of this agreement, the Council may increase the fees and charges payable by the hirer to reflect the rate applicable at the time of the function.
- b. The schedule of fees includes reduced rates for self help groups and not for profit organisations. Groups wishing to apply for further reductions must apply to The Director, Community Living on a **Fee Exemption/ Reduction Application** when the booking is made.
- c. Payment for all **hire fees** and applicable security deposits must be received prior to the event date. Hirers will be required to produce proof of payment at the time of key collection. If fees are not paid, Council will cancel the booking.
- d. **Security/Cleaning Bond** - Council reserves the right to ask for and retain a bond to cover any expenses arising from the Hirer's use of the venue, for example, if the venue is damaged as a result of the hirer's use. This bond will be refunded after the event(s).
- e. **Key Deposit** - will be required on exchange of venue keys and security code. The deposit will only be returned to the hirer on the safe return of the key.
- f. **Penalties** - The hirer will be charged extra time in whole hourly lots plus a 25% penalty per hour in the following instances:
 - i. the hirer is late in vacating the premises
 - ii. the premises are accessed outside of the hired hours
 - iii. Unauthorised use of additional spaces within the venue,

These extra charges may be deducted from the bond

- g. **Changes to Requirements** - Any changes to a booking made by the hirer within 7 days of the booking may incur an additional fee.
- h. **Taxes & duties** - The hirer must pay all taxes, duties and government charges imposed or levied in connection with this agreement

- i. **GST** is included in the hourly rates and is to be paid by the hirer. No GST is payable on the security and key deposits although reparations against the security deposit will be liable to GST. Costs plus GST will be taken into account in calculating any refund due to the hirer.
- j. **Interest** - Council reserves the right to charge interest, at a rate of 10% per annum, on all moneys outstanding to the Council for any period in excess of thirty (30) days of the payment due date.

3. Cancellations

- a. In the event of a cancellation by the hirer, a fee may be forfeited by the hirer as follows:

Notice of cancellation	Fee
More than 4 weeks prior to booking	\$0 - All fees paid by hirer fully refunded
Less than 4 weeks prior to booking	Hirer is liable for full hiring fee

- b. All cancellations are to be confirmed in writing by the hirer within seven days of such cancellation.

4. Insurance

- a. **Public Liability Insurance (PLI)** - The Council shall be indemnified against any claims for injury to persons or damage to property arising out of this hiring and such indemnity shall be expressed in the form of a public risk insurance policy in the minimum amount of \$10,000,000 for any individual claim which may be made, such policy must have a principal and cross liability clause and name the Council as principal and be issued by an insurer acceptable to the City.
- b. A Certificate of Currency must be submitted to Council at the time the booking deposit is made. Council reserves the right to cancel a booking if the hirer fails to comply with "4a" above.
- c. Individuals and small community groups unable to secure liability cover may apply to Council for cover under the City's Hirer's Liability policy. A fee for this cover will apply if the application is accepted.

5. Access to the Venue

- a. It is the Hirers responsibility to make arrangements for the safe pick-up and return of the keys. Keys and alarm codes will be made available one working day prior to the booked date and must be returned the next working day thereafter.
- b. Access to the venue is strictly limited to the booked hours. To enter the building outside of these hours may trip venue alarms. Council reserves the right to charge the hirer for costs incurred by the security call-out plus a penalty fee.
- c. Pre-event site visits can be arranged with venue staff during business hours by appointment.
- d. Council reserves the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).

- e. The Hirer, or his representative, must be in attendance before the advertised event starting time.
- f. **Lost Property** - Hirers are not to enter the venue to collect (lost) property after the hire period. Any property found in the City Venues will be registered and retained by the Venue Coordinator until claimed by the owner upon satisfactory proof of ownership.

6. Use of the Venue

- a. City of Sydney Community Venues are not available for dance parties or coming of age celebrations.
- b. The issue of all tickets of admission relating to a performance or use covered by this Agreement shall be subject to the approval of the Director of City Culture & Community
- c. The Hirer is only permitted use of the exact area booked and identified on the contract.
- d. **Additional Facilities, Equipment and Services** - Council may allow the Hirer use of additional facilities, equipment and services for a fee as agreed by the Director of City Culture & Community. Venue Managers will demonstrate the safe use of all equipment and facilities prior to use. It is the hirer's responsibility to ensure these instructions are adhered to.
- e. **Additions or Alterations** - The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of Council Venues, unless approved by the Venue Manager in writing.
- f. Nails, screws, durex tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings.
- g. If hirer moves venue furniture and fittings they must be returned to their original storage place. For safety reasons the hirer is required to stack all furniture as per instructions displayed in storage areas.
- h. The hirer is responsible for the whole area as booked and specified on the *front of this agreement*. The hirer is liable for any damage to the venue, its facilities and furnishings etc during booked hours. This includes the behaviour of all people (invited or not) accessing the venue during the hire period.
- i. Children must be supervised at all times.
- j. No animals, except Guide Dogs, are permitted on the premises or surrounding grounds.
- k. The premises are only to be used for the purposes described in the Hiring agreement issued by Council in respect of the booking made.
- l. **Presentation Standards** - Council retains the right to request the hirer to remove any material which is considered by Council to be detrimental to City of Sydney venues presentation standards.

7. Cleaning

- a. It is the hirers responsibility to leave all hired areas included in this agreement in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind,

disposing of refuse in the rubbish bins provided, wiping down all benches and sinks, and sweeping floors if required to return the premises to a clean condition.

- b. Otherwise the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the premises as a result of the premises being left in an untidy condition.

8. Noise Controls

- a. Music sound levels must not cause annoyance to occupants of neighbouring properties. Any breach of noise regulations may result in Council taking action under the Protection of the Environment Operations Act 1997 (NSW).
- b. Any request from the Venue Manager or nominated Council Officer to reduce sound levels shall be complied with immediately.
- c. All music is to cease at least 30 minutes prior to the expiration of the hiring period.
- d. Hirers are reminded that most venues are in residential areas and consideration should be taken to keep noise to a minimum.

9. Smoking

- a. Smoking is not permitted on all Council premises.

10. Alcohol

- a. If alcohol is to be consumed in the venue the hirer must obtain Council consent and a police permit (to be sighted by the Venue coordinator) to confirm the booking.
- b. Alcohol can only be sold if the hirer obtains the relevant approvals and permits from the Liquor Administration Board and the local police. Copies of relevant approvals must be provided to Council at least 14 days prior to the event. No kegs or similar bulk containers are permitted and liquor sales must cease 30 minutes prior to the nominated closing time.
- c. A copy of this permit must be on site for the duration of the function.
- d. No alcohol is to be consumed outside the facility
- e. The licensee may only advertise in accordance with the licensor guidelines and must not promote any alcohol or tobacco products on the premises.
- f. The sale, supply and or consumption of alcohol in council's facilities to minors are prohibited and will result in police action.

11. Security

- a. A risk assessment will be carried out by venue management to determine whether security is required for the event and advised in writing if deemed necessary. (usually two per 100 guests)
- b. The employment of security personnel is at the Hirers' expense and will be arranged by the City.

- c. In addition the hirer may be required to contact the local police for a "No Regrets Safe Party Pak" which includes a police registration form.
- d. The Hirer shall ensure that a responsible person, remains after the completion of the function whilst patrons vacate the premises.

12. Copyright

- a. Hirers are to observe the provisions of the Copyright Act and to indemnify Council and free it of any obligation in respect to this Act.

13. Indemnity

- a. The Hirer will indemnify and keep the Council indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the Council's premises except to the extent that such loss, injury or damage is caused by the negligence of the Council, its servants and agents.

14. Use of Electronic and Multi Media

- a. The Hirer shall inform the Venue Manager of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Venue.
- b. The Hirer shall pay all costs resulting from such activities as determined by the Chief Executive Officer, and shall include in any television, video, film, broadcast or sound recording such material and information as may be required by the Chief Executive Officer.

15. Catering

- a. Some venues have contract caterers who have first option to cater for functions within that particular venue. Otherwise the hirer can either self cater or hire their own caterers. (*the venue Coordinator will advise*)
- b. For the safety and health of people attending the event it is recommended
 - self caterers be aware of the health guidelines for safe preparation, handling and serving of food at functions as per the temporary food licence guidelines set by the City. (Your venue manager can help with this information)
 - the hirer ensure their caterer is registered and follows the NSW Health guidelines.
- c. Hirers need to organise all of their own catering equipment, this includes their own tablecloths, crockery and cutlery.
- d. The kitchen must be left in a clean and tidy condition at the conclusion of the hiring, or the hirer shall be held responsible for the costs of cleaning (see 7).

16. Advertising

- a. No advertising of any description or kind will be permitted on any section or part of the Hall or the grounds, unless authorised by the Venue Manager.

- b. If the function is advertised, it must be in accordance with the type of function stated on the hire agreement.

17. Safety

- a. The Venue Coordinator will ensure you are familiar with emergency evacuation procedures.
- b. Community venues are not equipped with emergency first aid kits. It is the responsibility of the hirer to have first aid supplies available at all times.
- c. In the case of an emergency or fire, the venue must be evacuated according to the evacuation chart clearly visible on the walls of the venue.
- d. All exits shall be maintained clear and open for egress or ingress without hindrance at all times. Blocking a fire exit is unlawful.
- e. Use of Dangerous Goods - The Hirer will not bring or permit any flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance or any dangerous weapon to be brought into or used in a community venue except with the express written consent of the Director of Community Living.

18. Parking

- a. Most of the City's venues do not have on-site parking for hirers. Please advise guests that parking restrictions apply in the surrounding streets and where possible encourage the use of public transport.
- b. The Hirer is not permitted to park any vehicle on driveways or footpaths near or around the venue.

19. Regulations

- a. The hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.
- b. Hirer's Employees and Agents -all persons engaged or employed by the Hirer in connection with the Venue shall comply with the provisions of this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his agents, employees, contractors, guests and invitees to observe and comply with these provisions.
- c. All hirers, their agents, employees and contractors must comply with the Council's OH&S policy while on Council's premises. A copy of the OH&S policy can be obtained from Council's website: www.cityofsydney.nsw.gov.au . A copy can also be provided by venue management.

20. Conditions of Contract

- a. **Prohibition of Assignment** - The Hirer shall not transfer, assign, sub-let or sub-hire his rights under this agreement. To do so will render the booking cancelled and full cancellation fees will apply.
- b. **Serving of Notices** - Any notice will be given to the parties at the address set out at the front of this contract. A notice sent by post will be deemed to be given or served at the time when it ought to have been delivered in the ordinary course of post.

- c. **Dispute** - Any dispute arising between the Hirer and any employee of Council shall be referred to the Chief Executive Officer whose decision on the matter shall be final and conclusive.
- d. The hirer must be 18 years or older

21. Emergency Contacts

- a. In an emergency call 000 for the police or fire brigade.
- b. Most City of Sydney venues do not have caretakers. For security and maintenance issues, contact Council's after hours emergency number 9265 9333.