

CONDITIONS OF HIRE of KGV Recreation Centre

City Spaces

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1. Introduction

This document supersedes all previous documents relating to the terms and conditions for hire of City of Sydney's staffed and unstaffed Community Venues

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

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.

2. Access to the Venue

2.1. 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 endeavour 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 because of such cancellation.

2.2. Access to the Venue

- a. Pre-event site visits can be arranged with venue staff during business hours by appointment.
- b. 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).
- c. Lost Property – Any property found in the venue will be retained in lost property by the venue staff until claimed by the owner upon satisfactory proof of ownership.

2.3. Use of the Venue

- a. City of Sydney Community Venues are not available for dance parties or coming of age celebrations.
- b. The venue is only available from the commencement time stated on the hiring agreement. Hirers must allow for set-up, pack up and cleaning in the hire period stated on the agreement. Use beyond the agreed period of hire will be charged at the standard rate.
- c. 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 Life
- d. 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.
- e. Nails, screws, durex tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings.
- f. If the hirer moves venue furniture and fittings, they must be returned to their original storage place.
- g. The hirer is responsible for the whole area as booked and specified on the hire agreement. The hirer is liable for any damage to the venue, its facilities etc. during booked hours. This includes the behaviour of all people (invited or not) accessing the venue during the hire period.
- h. Children must be supervised at all times.
- i. No animals, except Guide Dogs, are permitted on the premises or surrounding grounds.
- j. The premises are only to be used for the purposes described in the Hiring agreement issued by Council in respect of the booking made.
- k. Presentation Standards - Council retains the right to request the hirer to remove any material that is considered by Council to be detrimental to City of Sydney venues presentation standards.

2.4. 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. Hirers are reminded that most venues are in residential areas and consideration should be taken to keep noise to a minimum.

2.5. 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.

2.6. 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.

3. Fees, Charges and Cancellations

3.1. 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 submit an application under the Reduced Rates Community Venues Program 8 weeks prior to the date of booking.
- c. Payment for all hire fees and charges must be paid during the online booking process.
- d. Security/Cleaning charges – If the Council incur any expenses as a result of the Hirer's use of the venue, for example, if the venue is damaged as a result of the hirer's use, the Hirer must promptly reimburse the Council for such expenses upon receipt of an invoice.
- e. Penalties – The hirer will be charged extra time in whole hourly lots as per the original booking price in the following instances:
 - the hirer is late in vacating the premises
 - the premises are accessed outside of the hired hours
 - unauthorised use of additional spaces within the venue,
- f. Changes to Requirements – If the hirer wishes to change the booking time or date this must be requested via email to kgv@cityofsydney.nsw.gov.au at least 48 hours before the commencement of booking time.
- g. Taxes & duties – The hirer must pay all taxes, duties and government charges imposed or levied in connection with this agreement
- h. GST is included in the hourly rates and is to be paid by the hirer. Costs plus GST will be taken into account in calculating any refund due to the hirer.

3.2. 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 48 hours prior to booking	\$0 - All fees paid by hirer fully refunded
Less than 48 hours prior to booking	No refund will be entertained

- b. All cancellations are to be confirmed in writing by the hirer to kgv@cityofsydney.nsw.gov.au.

4. Smoking & Alcohol

Smoking and Alcohol are not permitted under circumstances at King George V Recreation Centre.

5. Cleaning

- a. It is the hirer's 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. Otherwise, the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the premises because of the premises being left in an untidy condition.
- b. Should exterior waste bins be full the hirer is responsible for removing their waste or any overflow from the centre.

6. Legal

6.1. Child Protection Obligations

- a. The hirer warrants that at the time of signing this agreement and as required under the Child Protection (Working with Children) Act 2012, during the term of this booking that the hirer has complied with all its obligations under the Act.
- b. The hirer agrees to provide KGV Recreation Centre with evidence that any of the checks required under the Act have been undertaken whenever requested by KGV Recreation Centre.
- c. The hirer agrees to advise KGV Recreation Centre if any circumstances change which might prevent or limit the hirer or its personnel from undertaking child related employment.

6.2. 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 and be issued by an insurer licensed by the Australian Prudential Regulatory Authority to carry on insurance in Australia or with an investment grade rating from an industry recognized rating agency such as Moodies, Standard & Pors or Bests.
- b. A Certificate of Currency must be submitted to Council at the time of the online booking process. Council reserves the right to cancel a booking if the hirer fails to comply with "3a" 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. In this instance, please email kgv@cityofsydney.nsw.gov.au to request forms to be emailed to you.

6.3. Indemnity

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.

6.4. 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. 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.
- c. The hirer must be 18 years or older.

6.5. 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 Work, Health and Safety Policy while on Council's premises. A copy of the Work, Health and Safety Policy can be obtained from Council's website: www.cityofsydney.nsw.gov.au . A copy can also be provided by venue management.

6.6. 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.

6.7. Copyright

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.

6.8. Relationship with the City

- a. The Hirer has a non-exclusive right to occupy and use the Centre on these terms and conditions of use, and has no personal interest in the Centre.
- b. Nothing in this Hiring Agreement will be construed or deemed to constitute a partnership or employer/employee relationship between the Hirer and the City.

6.9. Waiver

The provisions of this Agreement can only be varied or waived in writing by Centre Management.

7. 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.

8. Other Arrangements

8.1. Catering

- a. 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 ensures that their caterer is registered and follows the NSW Health guidelines.
- b. Hirers need to organise all of their own catering equipment, this includes their own tablecloths, crockery and cutlery.
- c. 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 5).

8.2. Special Conditions (relating to your booking)

The Hirer will not be permitted to store any equipment on the Premises without the prior written consent of the Centre Manager.

9. Safety and Emergency Contacts

9.1. Safety

- a. The Venue Coordinator will ensure you are familiar with emergency evacuation procedures.
- b. King George V Recreation Centre is equipped with emergency first aid kits and defibrillator.
- 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 at the venue.

9.2. Emergency Contacts

In an emergency, call 000 for the police or fire brigade.