Conditions of Hire - City Spaces Centres (staffed)

Introduction

Thank you for booking a City of Sydney (**City**) centre. 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 these Conditions of Hire to ensure your use of our centre runs smoothly, is safe and complies with the City's regulations.

1. Booking confirmation and Conditions of Hire

- (a) These Conditions of Hire will be incorporated in the Agreement, as varied under clause 25. The City may vary these Conditions of Hire from time to time. A copy of the Conditions of Hire is available at the City office or published on the Website. The City will give notice of any proposed changes when an applicant makes a booking.
- (b) The Hirer must make a booking at least 5 Business Days prior to the first Booking Period. The Hirer acknowledges that any application for cover under the City's Community Engagement Liability Policy under clause 5(c) may require a longer lead time.
- (c) To confirm the booking, the Hirer must provide a signed copy of the Agreement, pay the Hire Fees under clause 3(c) and proof of insurance under clause 5 at least 5 Business Days prior to the Booking Period otherwise the City will cancel the tentative booking.

2. Priority of access

- (a) The City retains the right to cancel or relocate Bookings at any time if facilities are required for the purpose of the City. In these instances, staff will endeavour to provide the Hirer with reasonable notice and offer an alternative venue where possible. In the event that the City is unable to offer a suitable alternative, all monies paid in respect of the cancelled function will be returned to the Hirer.
- (b) The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

3. Fees and charges

- (a) Annual Schedule of Fee review The Council reviews the Schedule of Fees at the beginning of each financial year. If such review occurs prior to the Hirer entering into the Agreement, the City will apply the then current Hire Fees and Charges payable by the Hirer to reflect the rate applicable at the time of the relevant Booking Period.
- (b) Fee concessions The City's Schedule of Fees includes reduced rates for self-help groups and not-for-profit organisations. Groups wishing to apply for further reductions must apply for a Venue Hire Support Grant prior to the first Start Date. The Hirer should note that processing of Venue Hire Support grants can take approximately 8 weeks. No Fee waiver or additional discount will be applied to Fees incurred until the grant has been approved. Grant approvals cannot be applied retrospectively.
- (c) Payment of Fees Subject to clause 3(d) and clause 4, the Hirer must pay all Hire Fees (and any deposit for the Hire Fees requested by the City), and the Charge to access the City's Community Engagement Liability Policy under clause 5(c) if applicable, at least five Business Days prior to the Start Date of the Booking Period as set out in the Details and the tax invoice issued by the City, unless prior arrangement has been made with the City to pay on the Start Date of the Booking Period. If these Fees are not paid, the City will cancel the Booking.
- (d) **Payment of Additional Site Inspection Fees** The Hirer must pay the Additional Site Inspection Fee at the time of the inspection.
- (e) Payment methods The Hirer must pay all Hire Fees using one of the following payment methods:
 - (i) In person at a centre using EFTPOS or credit card. Diners cards are not accepted. AMEX is only accepted at the Ultimo Community Centre and King George V Recreation Centre. Cash is not accepted at any centre.
 - (ii) By phone directly with the centre. This is not available at Pyrmont Community Centre.
 - (iii) By cash or cheque at one of the City's customer service centres (Town Hall House, Kings Cross, Glebe, Green Square), providing the centre name, booking ID number and RC code on the Hirer's request.

- (f) Charges The City may impose a Charge on the Hirer in the following instances:
 - (i) the Hirer is late in vacating the Venue;
 - (ii) the Venue is accessed outside of the Booking Period;
 - (iii) the Hirer uses additional spaces within the Venue without the City's approval;
 - (iv) the Hirer uses equipment within the Venue.

These Charges will be calculated at the hourly Hire Fee rate for the Venue for each hour (or part of an hour) as applicable and will be invoiced to the Hirer after the relevant Booking Period.

- (g) Changes to requirements Any changes to a Booking made by the Hirer may incur additional Fees. Where such changes occur less than five Business Days prior to the Start Date of the Booking Period as set out in the Details, the Hirer must pay any additional Fees as soon as possible but, in any event, prior to the Booking Period.
- (h) **GST** unless otherwise stated, GST is included in amounts payable under clause 3 and is to be paid by the Hirer at the same time as paying the Hire Fee. Costs plus GST will be taken into account in calculating any refund due to the Hirer.
- (i) Interest the City reserves the right to charge the Hirer interest, at a rate of 10 per cent per annum, on all monies outstanding to the City for any period in excess of 30 days of the payment due date.

4. Cancellations

(a) The Hirer must advise the City in writing of any cancellation and the City may charge the Hirer a cancellation Fee as follows, which the Hirer must pay on demand by the City:

Notice of cancellation	Cancellation Fee
1	\$0 – all Fees other than any Additional Site Inspection Fees paid by Hirer are fully refunded
II	Hirer is liable for the full Hire Fee and any other Fees incurred up to the date of cancellation

5. Insurance

- (a) **Public liability insurance (PLI)** The Hirer indemnifies the City against any claims for death or injury to persons or damage to property arising out of the Agreement and, subject to clause 5(d), the Hirer must obtain and keep current during the Term a public risk insurance policy in the minimum amount of \$10,000,000 for any individual claim which may be made. If requested by the City, the policy must have a principal and cross liability clause and note the interest of the Council of the City of Sydney. The policy must be issued by an insurer acceptable to the City.
- (b) Subject to clause 5(d), the Hirer must submit a certificate of currency to the City as required under clause 1(c) and prior to payment of the Hire Fees for the Booking Period. The City reserves the right to cancel a booking if the Hirer fails to comply with this clause 5.
- (c) Individuals and small community groups unable to secure public liability cover may be eligible to apply to the City for cover under the City's Community Engagement Liability Policy. A Fee for this cover will apply if the application is accepted. The Hirer must pay these Fees as set out in the Details before the City will confirm the first Booking and provide access to the Venue.
- (d) Where the Permitted Use is for social sport, including basketball, netball, futsal, soccer, tennis, volleyball, pickleball, table tennis or badminton, the Hirer is exempt from the requirement to hold a public risk insurance policy.

6. Access to the Venue

- (a) Access to the Venue is strictly limited to the Booking Period. To enter the building outside of these hours may trip the Venue alarms. The City reserves the right to apply a Charge for costs incurred by any security call-out plus any additional Fees incurred under clause 3(f).
- (b) In the case of certain eligible bookings, a single pre-event site inspection can be arranged with centre management during business hours by appointment. Subsequent site inspections to the Venue will incur an Additional Site Inspection Fee, as set out in the Details.
- (c) The City reserves the right to control the Venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).
- (d) The Hirer, or the Hirer's representative, must be in attendance during the Booking Period.
- (e) The Hirer, or the Hirer's representative, must inform centre staff when the Venue has been vacated.

- (f) The City may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct the City, or any emergency services personnel from entering the Venue.
- (g) Lost property the Hirer or the Hirer's Employees must not enter the Venue after the Booking Period to collect any items left behind or "lost" property. Any property found in the Venue will be put into the centre's lost and found and retained for a period of up to 4 weeks or until claimed by the owner upon satisfactory proof of ownership. Any items remaining after a period of 4 weeks will be disposed of, or, if items of value, turned in to the Police.

7. Use of the Venue

(a) Permitted Use

- (i) The Hirer may use the Venue for the Permitted Use during each Booking Period and for no other purpose without the express prior written consent of the centre management. The City does not warrant that the Venue is suitable for the Permitted Use.
- (ii) The Hirer is only permitted use of the exact area described and identified as the Venue in the Booking Confirmation.
- (iii) The Hirer is only permitted use of the Venue for the Booking Period in the Booking Confirmation. Hirers must allow for set-up, pack up and cleaning within the Booking Period.
- (iv) The Hirer must ensure its use of the Venue complies with the capacity limits for the Venue identified on webpage for the respective centre on the Website.
- (v) The Hirer is responsible at its cost for setting up and removing all equipment required at the Venue for the Permitted Use.
- (vi) The Hirer must not be (and must ensure the Hirer's Employees are not) under the influence of non-prescription drugs or alcohol during the Booking Period, and must ensure the Hirer and the Hirer's Employees do not consume alcohol or take non-prescription drugs, at the Venue.
- (vii) The Hirer must not use the centre in an immoral or offensive manner, or permit anything at the Venue which, in the opinion of centre management, constitutes a nuisance, disturbance, or may cause damage to, the centre or any other users or neighbours of the centre.
- (viii) City centres are not available for dance parties or coming of age celebrations under any circumstances.
- (b) **Use of City equipment** the Hirer must seek centre management's prior written approval to use any of the City's equipment at the centre. Where approval is provided, the Hirer must observe and comply with all safety instructions.
- (c) Facilities, equipment and services supplied by third parties The Hirer must seek the City's prior written approval for where any additional facilities, equipment and services are to be provided by third party suppliers for the Booking. The Hirer must let centre management know when making a booking what facilities, equipment and services they wish to use during the time of their booking, and seek advice before confirming arrangements with the third party suppliers. Any additional conditions (and Fees) that may apply will be set out in the Details and the Special Conditions.
- (d) Inflatable devices Hirer's seeking to use inflatable devices at the Venue must provide a copy of the device operator's public liability insurance certificate of currency for City approval, and ensure the device is under the supervision of a qualified operator for the entire duration of use. Inflatable devices are not permitted for Hirers provided with insurance cover under the City's Community Engagement Liability Policy.
- (e) Additions or alterations The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of the Venue, unless approved by centre management 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. The Hirer may use A-frames and temporarily fix signs inside the Venue with removal tape.
- (g) If the 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 of the Venue as described and specified in the Booking Confirmation. The Hirer is liable for any damage to the Venue, its facilities and furnishings and equipment during each Booking Period. This includes the behaviour of all people (invited or not) accessing the Venue during each Booking Period.

- (i) Children must be supervised at all times.
- (j) No animals, except assistance animals, are permitted at the Venue or surrounding grounds.
- (k) The Hirer must seek approval from the City's centre management for any ticketing associated with the Booking, proposed floor plan for ticketing purposes, or issue of tickets of admission.
- (I) The Hirer must not sell food, drinks or merchandise at the Venue without the prior written consent of the City's centre management.
- (m) The Hirer must not store any equipment or other items at the Venue without the prior written consent of the City's centre management. The City has no liability for any loss of, or damage to, any equipment or other items left at the Venue by the Hirer.
- (n) The Hirer must not interfere with the use or enjoyment of other occupants or users of the centre.
- (o) **Presentation standards** the City retains the right to request the Hirer to remove any material which is considered by the City to be detrimental to its Venue presentation standards.
- (p) The Hirer must reimburse the City as a debt due and payable on demand for all costs incurred by the City as a result of the Hirer not doing something under the Agreement that the Hirer is required to do.

8. Cleaning

- (a) The Hirer must leave all hired areas of the Venue and any City equipment used in a clean, safe and tidy condition, removing all personal property, all decorations and refuse of any kind, disposing of refuse in the rubbish bins provided, removing any excess waste, wiping down all benches and sinks, and sweeping floors if required to return the Venue to a clean condition.
- (b) If the Hirer does not comply with clause 8(a), the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the Venue.

9. Noise Controls

- (a) The Hirer must not use the Venue in a noisy manner. Music and sound levels must not cause annoyance to other occupants of the Venue or centre of which the Venue forms part. Any breach of noise regulations may result in the City taking action under the Protection of the Environment Operations Act 1997 (NSW).
- (b) The Hirer must immediately comply with any request from centre staff or nominated City officer to reduce sound levels.
- (c) Hirers are reminded that most centres are in residential areas and consideration should be taken to keep noise to a minimum.
- (d) The Hirer will be advised of additional conditions relating to noise at the time of making the Booking, and must adhere to these requirements during each Booking Period, as set out in the Special Conditions.

10. Smoking

Smoking is not permitted at the Venue or any City of Sydney premises. Consistent with the Smoke-free Environment Act 2000 (NSW), smoking is prohibited within 4 metres of centre entrances and exits, and within 10 metres of children's play equipment.

11. Security

The City reserves the right to request that the Hirer provides security personnel for the Booking. This will be based on a risk assessment carried out by centre management. The Hirer will be advised in writing if security is deemed necessary.

12. Copyright

- (a) The Hirer must observe the provisions of the Copyright Act 1968 (Cth) and will indemnify the City and free it of any obligation in respect of this Act for any actions of the Hirer under the Agreement.
- (b) The Hirer must obtain its own licence to play music at the Venue during its Booking, and provide evidence of this on request by the City, where:
 - (i) The Hirer is conducting a dance class or fitness class, or is a performance school conducting a concert or recital, or
 - (ii) The Hirer charges an entry fee to persons of more than \$40, or
 - (iii) The Hirer charges an entry fee to persons of \$40 or less and spends more than \$4,000 in fees and expenses on performers participating in the performance of music (including DJs and dancers), or

(iv) The Hirer spends more than \$50,000 in fees and expenses on performers participating in the performance of music (including DJs and dancers).

13. Indemnity

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

14. Use of Electronic and Multi Media

- (a) The Hirer must inform centre management of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Venue. In such cases, the Hirer may be required to complete a City Location Agreement before the booking will be confirmed.
- (b) The Hirer must pay all costs resulting from such activities as determined by the Chief Executive Officer, and must 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) The Hirer can either self-cater or hire their own caterers. The Hirer must provide a copy of a current Certificate of Currency for their caterer if the Hirer uses a caterer.
- (b) No alcohol is permitted at the centre at any time.
- (c) For the safety and health of people attending the Booking it is recommended:
 - (i) where the Hirer is self-catering, the Hirer must be aware of and comply with the health guidelines for safe preparation, handling and serving of food at functions, as outlined in the City's information sheets located at https://www.cityofsydney.nsw.gov.au/business/doing-business-with-us/regulations/food-and-drink-businesses/safety-and-hygiene.
 - (ii) The Hirer must ensure any third party caterer is registered and follows NSW Health and NSW Food Authority requirements.
- (d) The Hirer acknowledges that kitchen facilities and catering equipment vary at each centre. The Hirer must consult with centre management in advance of the Booking if the Hirer seeks to prepare, serve, cook or store food at the Venue.
- (e) The kitchen must be left in a clean and tidy condition at the conclusion of the hiring, or the Hirer will be held responsible for the costs of cleaning. (See clause 8).

16. Sustainable Procurement

- (a) Hirers are encouraged to:
 - (i) Reduce waste by avoiding the use of single-use items;
 - (ii) Engage local suppliers who sell sustainably harvested or Fairtrade certified products;
 - (iii) Use food rescue organisations such as OzHarvest or SecondBite to collect leftover food; and
 - (iv) Use local composting facilities to dispose of food scraps.

17. Advertising

- (a) The Hirer must not place advertisements of any description or kind on any section or part of the Venue or the grounds, unless authorised by the venue manager (or authorised under the Agreement).
- (b) If the Hirer advertises its use of the Venue, it must be in accordance with the Permitted Use stated on the Booking Confirmation.
- (c) The Hirer must not use any logo, sign, mark or badge of the City or the centre, the name of the centre in whole or in part, or any product of the City or the centre for the purposes of advertising, marketing or merchandising without the prior written consent of the centre manager.

18. Safety

- (a) The Hirer must observe the centre's emergency evacuation procedures, which are clearly displayed inside the centre. The Hirer must comply with centre staff directions in the case of emergency.
- (b) All centres are equipped with emergency first aid kits and auto defibrillation devices. All centre staff are trained first aid officers.
- (c) The Hirer must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.

- (d) The Hirer must immediately notify centre staff of all accidents, incidents and emergencies, who will assess the need to call 000 for emergency services.
- (e) Use of dangerous goods The Hirer must not bring or permit any smoke machine, flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in the centre. In exceptional circumstances, permission can be sought, in writing, from centre management. In all cases, the centre management will consult with City's Security, Properties and Facilities management teams before informing the Hirer if the use of smoke or other dangerous goods is permitted for the Booking, on the terms set out in the Special Conditions.

19. Child Safety

- (a) The Hirer warrants that at the time of signing the Conditions of Hire, the Hirer has complied with, and at all times during the Booking Period the Hirer will comply with, its obligations under the relevant Child Safety Law, where applicable.
- (b) Any services, activities or other operations being conducted or delivered by the Hirer at the Venue are delivered independently and not on behalf of, or as agent for, the City.
- (c) The Hirer is solely responsible for determining its obligations under Child Safety Law with respect to the Venue, the Permitted Use, its Booking and any associated services, activities or other operations and in this regard the Hirer must:
 - (i) contact NSW Police on '000' if a child is in immediate danger of abuse or harm as described in Child Safety Law;
 - (ii) contact the NSW Child Protection Helpline on '132 111' to report a child at risk of significant harm, where required under Child Safety Law;
 - (iii) notify the City of any child safety incident occurring at the Venue or the centre and cooperate with the City for any complaints and investigations relating to such incident; and
 - (iv) promptly advise the City if any circumstances change which might prevent or limit the Hirer from undertaking child-related work or complying with Child Safety Law;
 - (v) provide evidence to the City of compliance with this clause 19 if requested.

20. Parking

- (a) City's venues do not have on-site parking for Hirers or their guests. 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. Drop off and pick up on the centre driveway or loading areas is subject to pre-approval by centre management.

21. Regulations

- (a) The Hirer must comply with all legal requirements relating to the Permitted Use at the Venue, including obtaining any necessary approvals, working with children checks or licences required in relation to the Permitted Use. The Hirer must immediately report any incidents at the Venue during a Booking Period where reporting obligations to a government authority are required in relation to such approvals, checks or licences.
- (b) The Hirer warrants that it holds the appropriate qualifications, certification and accreditation as is legally required to conduct the Permitted Use at the Venue.
- (c) The Hirer's Employees must comply with the provisions of the Agreement, and the Hirer agrees to accept responsibility for any failure on the part of the Hirer's agents, employees, contractors, guests and invitees to observe and comply with these provisions.
- (d) The Hirer must (and must ensure the Hirer's Employees) while at the Venue and the City's premises comply with the City's Work Health and Safety Policy. A copy of this Policy is available on the Website. A copy can also be provided by centre management upon request. The Hirer acknowledges that during each Booking Period the Hirer has the control and management of the Venue and the activities conducted at the Venue. The Hirer must comply with any particular requirements in the Special Conditions.

22. Conditions of contract

- (a) **Prohibition of assignment** The Hirer must not transfer, assign, sub-let or sub-hire its rights under the Agreement. To do so will render the Booking cancelled and full cancellation Fees will apply.
- (b) **Serving of notices** Any notice required by a party under the Agreement may be sent to the email address set out on the Booking Confirmation (or other email address notified during the Term). A notice sent by email is deemed to be given at the date and time the sender's email server confirms the successful delivery of the email to the other party (and the sender must retain evidence of that successful delivery to the other party).
- (c) Dispute Any dispute arising between the Hirer and the City will first be referred to the City's representative noted on the Booking Confirmation. If the dispute is not resolved the matter will be referred to the centre's senior management whose decision on the matter will be final and conclusive.
- (d) The Hirer, if a person, must be 18 years or older.
- (e) Variation of Agreement The Agreement may only be varied by the parties by agreement in writing.
- (f) **GIPA Act** the Hirer acknowledges that details of the Agreement may be required to be disclosed under the *Government Information (Public Access) Act 2009 (NSW)* and the Hirer agrees to provide any necessary information where required.

(g) General

- (i) The Agreement will be governed by and construed in accordance with the laws of New South Wales.
- (ii) The Agreement constitutes the entire agreement between the parties in respect of the subject matter and supersedes all prior agreements or representations.
- (iii) The Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.
- (iv) No term of the Agreement is to be construed, or to operate, so as to fetter, restrict or otherwise interfere with the exercise of the City's powers under the *Local Government Act 1993* or other Act.
- (v) Nothing in the Agreement is to be construed or deemed to construe a partnership or employment relationship between the City and the Hirer.

23. Privacy

- (a) The City will collect personal information from the Hirer in accordance with the City's Privacy Management Plan.
- (b) The personal information about the Hirer collected and stored by the City in relation to the Booking will be used to enable the parties to enter into this Agreement, and may be used for demographical and statistical analysis, and future promotional marketing and publicity purposes.
- (c) The Hirer should direct any request to access, update or correct any of its personal information to centre management.

24. Definitions

In the Agreement unless otherwise stated:

Additional Site Inspection Fee means the fee, charged on an hourly basis, for any additional visit to inspect the Venue prior to the Booking under clause 6(b).

Agreement means the venue hire agreement between the Hirer and the City for hire of the Venue for the Permitted Use, being the Booking Confirmation, Special Conditions, these Conditions of Hire and any attached schedules or annexures.

Booking means, as the context permits, the acceptance of the Hirer's request for booking the Venue, subject to the parties entering into the Agreement, and the Hirer's use of the Venue under the Agreement.

Booking Confirmation means that part of the Agreement containing the Booking Confirmation. **Booking Period** means each booking period stated in the Details.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

Charges means the amounts, if any, stated in the Details.

Child Safety Law means the *Child Protection (Working with Children) Act 2012* (NSW), *Child Protection (Working with Children) Regulation 2013* (NSW), *Children's Guardian Act 2019* (NSW), and any other

child protection law that applies to the Hirer, the Booking or the Permitted Use being carried out at the Venue.

City means the party named as the City in the Details and includes, where applicable, its employees, contractors, agents, volunteers and invitees.

Conditions of Hire means the terms and conditions set out in this document, as amended from time to time and attached to the Booking Confirmation.

Details means the details section of the Booking Confirmation

End Time means the time stated in the Details that each Booking Period ends, unless terminated earlier under the Agreement.

Fee means, as the context permits, the Hire Fee, the Charges and any other amount payable under the Schedule of Fees or the Agreement.

Hirer means the person named as the hirer in the Details and includes, where applicable, its employees, volunteers, contractors, agents and invitees.

Hirer's Employees means the Hirer's employees, contractors and agents and all persons engaged or employed by the Hirer in connection with the Booking at the Venue, including volunteers and invitees.

Hire Fee means the fee stated in the Details.

Permitted Use means the permitted use of the Venue stated in the Details.

Schedule of Fees means the fees and charges set out in the City's Fees and Charges Revenue Policy as amended from time to time and available on the Website.

Special Conditions means the special conditions, if any, included in the Booking Confirmation.

Start Time means the time stated in the Details that each Booking Period starts.

Term means the term of the Agreement, starting on the date of the Agreement and ending at the end of the last Booking Period, unless terminated earlier under the Agreement.

Venue means the venue stated in the Details.

Website means www.cityofsydney.nsw.gov.au

25. Special Conditions

- (a) The Hirer must comply with the Special Conditions, if any, set out in Annexure A of the Booking Confirmation.
- (b) These Conditions of Hire may be varied as set out in the Special Conditions.