

# TERMS AND CONDITIONS FOR VENUE HIRE

## General - Hirer's Obligations

- All hirers must sign and return a completed 'Venue Hire Application' form.
- Hirers must be over the age of 21 years - (proof of age may be required).
- The Hirer may only use the venue for the purpose and period stated on the 'Venue Hire Application' form.
- Council has the right to cancel any booking already made and shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise right. In these circumstances Council may refund any portion of sums on account of fees if such refund is considered to be warranted.
- The Council reserves the right to refuse or accept any booking.
- Special conditions may be imposed for some types of events, including additional security requirements.
- The stated maximum capacity of the venue must not be exceeded at any time.
- Council representative shall have the right of admission to the premises, at all times.
- Your booking is not confirmed until the hall hire bond has been paid and you have received a confirmation letter from Facility Management.
- The hirer shall meet any additional cost as a result of over venue usage outside booked times. This will be calculated at the applicable rate and changed in hourly blocks or part thereof.
- The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed and access is freely available to all stairways, exits and fire escapes.
- The hirer shall not transfer, assign, or sublet his/her rights in respect of the hiring.
- Smoking is not permitted in any of the venues
- In the event that a dispute may arise due to its misinterpretation of the 'Conditions of Hire' or any other matter contained therein, the decision of Council's General Manager shall be final and conclusive.
- If in the opinion of the Law Enforcement /Security Officer on duty, any function had become disorderly the law Enforcement Officer/Security Guard shall have the authority to terminate the function immediately. Under no circumstances will part refunding of fees apply.
- No hirer shall enter the premises prior to the time stated on their hiring agreement.
- No tentative bookings will be accepted.
- Hirers must allow time for set up and clean up in the application form
- Hirers must not enter the premises prior or after the function booking times without prior permission from Facilities Management
- If a fire alarm is activated unnecessarily the hirer will be liable for the fine issued by NSW fire brigade.

## Payments/Fees

- No booking will be confirmed until a completed Application Form has been returned to and assessed by Council and the appropriate bond has been paid.
- Hall hire charges must be paid no later than 14 days prior to the event.
- Regular hirer's invoice must be paid in advance on a monthly or quarterly or basis depending on invoicing cycle.

- Access to the venue will not be allowed unless all charges are paid in full and relevant paperwork is supplied including a copy of the public liability insurance.
- The charges set out in the Councils 'Management Plan' for the hiring and for other services and facilities associated therewith will be payable by the hirer at the time of the booking.
- Council reserves the right to revise fees and charges and conditions of hire without notice.
- The hirer acknowledges that if any monies are not paid by the due date, the hiring will not be accepted and the Council shall be entitled to relet the venue.
- Keys/swipe cards must be returned within two working days after the event.
- Failure to return keys/swipe card may result in charges being incurred for replacing locks/swipe cards and keys.

## Public Liability Insurance

- All hirers must provide a Certificate of Currency of their Public Liability Insurance prior to the event to the value of \$20million.
- Regular Hirers must supply a copy of their renewal each year.
- All hirers must have a cover to a level of not less than \$20million indemnifying City of Canada Bay.
- Use of the venues will not be allowed if a copy of the insurance is not produced before the event.
- Casual Hirers making a booking for a private function maybe able to use Council insurance for a fee of \$21.00. (Conditions must be met).

## Cancellations

- All cancellations must be made in writing to the Facilities Co-ordinator.
- Regular Hirers will be required to pay 50% of the bond. If all bookings cancelled within one (1) month of the event. Within 15 days prior to the event 100% of the bond will be forfeited.
- 14 days notice must be given to any changes to your permanent booking otherwise 50% of the amount due on that day shall be forfeited.
- Casual hires once the bond has been paid and a cancellation is received more than four (4) weeks prior to the function - Council will refund all fees paid.
- If a cancellation occurs less then 30 days prior to the event date, 25% of the bond is forfeited. If cancellation occurs less than 14 days, 50% of the bond will be forfeited. Should the hirer cancel seven (7) days or les, prior to the event date 100% of the bond will be forfeited.

## Fire and Safety

- The hirer or any person using the venue are not permitted to use within the premises any type of gas bottle or gas cookers.

## Bond Payments

- The bond payment must be paid with the "Venue Hire Application" form in advanced to secure your booking.
- The bond deposit shall be used by Council to compensate or reimburse the Council for costs for expenses incurred by Council in respect of or as a consequence of the hiring, including additional cleaning costs and repairing or replacing any damage to the venue, loss of keys/swipe cards, and additional usage of facilities beyond the original hire arrangement.
- **VENUES MUST BE LEFT IN A CLEAN TIDY CONDITION** otherwise your bond will not be refunded.
- Once the venue has been inspected for any damage, including cigarette burns or stains in carpet, damaged equipment/paintwork etc. the bond will be automatically **refunded by cheque** within two weeks after the event. The venue is to be left in a clean tidy condition with floors swept, spills cleaned up, kitchen equipment cleaned and all decorations and rubbish removed. Venue must be cleaned on the day/night of the event.
- All rubbish must be removed from the venue and its surrounds at the completion of the event. If bins are provided and rubbish does not fit into the bins then the rubbish must be removed from the premises. If rubbish is not removed extra charges will be incurred. **If there are no bins provided it is the responsibility of the hirer to take their rubbish away with them.**

## Keys/Swipe Cards

- Prior to the date of you booking you will pick up the swipe card from Canada Bay Civic Centre, Drummoyne, 1A Marlborough Street, Drummoyne.
- Keys/swipe cards will not be supplied unless proof of booking is shown.
- Note the key/swipe card will only open areas of the centre that you have booked and from the time that you have allocated in your Application for Hire form.
- Please note there will be a \$31.00 charge is the swipe card is lost or not returned. Or if any key is lost the charges will be higher due to rekeying of the venue.
- **If you do not pick your key/swipe card before your event and a Law Enforcement Officer is called out to open and close the venue there will be a \$164 call out fee.**

## Alcoholic Beverages

- Alcoholic drinks may be served with meals
- The hirer will comply at all times with the responsible and safe service of alcohol.
- If you are supplying liquor at your function at no charge you are required to collect a Safe Party Pack from Burwood Police Station (Phone No. 9745 8499) A copy of the completed form is to be supplied to Facilities Management before the event.
- If alcoholic beverages are being sold you must obtain the relevant liquor license. The relevant forms can be obtained from Burwood Police station (this can take up to two months).
- Alcohol may not be permitted in certain venues.
- No alcohol or other refreshments shall be taken into or consumed in the foyer, entrance of surrounding areas of the venue.

## Cleaning

- The hirer is responsible for leaving the hall and the surrounds in a clean tidy condition
- Please report to Facilities Management if the venue is not found in a clean tidy condition - photographic evidence would be advantageous
- No equipment is to be left in the venue without prior arrangements with Facilities Management office
- All tables to be wiped down and left clean
- No hirer shall return the next day to clean up - the venue is normally booked the next day.
- The setting up, stacking and storage of tables/ chairs and other equipment is the responsibility of the hirer.
- Equipment must be put back to the way it was e.g. tables/chairs stacked in relevant storerooms.
- Nails screws, tape or other fastenings must not be driven into or attached to the walls, floors, furniture or fittings.
- Confetti, rice or glitter is not to be thrown in the venue or within the venue surrounds.
- Candles may only be used if secured in a glass (or similar) holder that will contain the flame if knocked over. Prior authorisation must be obtained from Council for the use of any ceremonial fire.
- Signs may not be displayed except on noticeboards unless prior arrangement with Facilities Management Office.
- The hirer is responsible for breakages, theft or damage caused to the venue.
- The Hirer is responsible for leaving the hall in a clean tidy condition including the kitchens.
- If the venue is left in an unsatisfactory condition that requires additional cleaning, hirers will be charged for additional costs. Failure to comply may disqualify use in future.
- End of the hire period the Hirer must ensure that all lights, fans, heaters, air-conditioning and cooking appliances are turned off. Windows closed and all doors locked and alarms set prior to leaving the venue.
- If an event finishes after the time specified on the 'Application for Hire' additional fees will be incurred.
- If rubbish exceeds the bin capacity then it must be taken with you and **not left on premises.**

## Crowd Control

- The hirer shall be responsible for all that occurs during a hiring.

- At all times, all patrons of this Venue shall consider the amenity of its neighbours and shall take reasonable measures to ensure that adverse impact to the surrounding area do not occur.
- The Hirer must ensure that the number of people attending does not exceed the capacity of the premises - this could result in the loss on bond.
- The hirer of the venue shall ensure that patrons do not congregate in large groups outside the premises at any time.
- Should Council determine a static security guard is required to be in attendance for the duration of the event the hirer will be notified and the charge in the Management Plan Fees and Charges will be applied. A security guard may be required for one off casual hirers or in the event Council determines that the need is necessary.

## Noise Restrictions

- Music must stop at 11.30pm on Friday and Saturday nights
- Music must stop 10.00pm on weeknights and Sundays nights
- Venues must be vacated by 12 midnight.
- Noise levels and amplified music must be kept at a reasonable level which will not disturb the local neighbours

## Alarm

- You will be given a swipe card to enter the Venue. You must follow the instructions that you receive with the swipe card.
- The hirer is responsible for disarming and arming the alarm. If the alarm is triggered you need to contact the monitoring company - Citiguard on 1300 662 468.
- If you do not call the monitoring company and the alarm is triggered you will be charged a \$164.00 call out fee for the security company to come out to investigate.

## Charges due to breach in hiring procedures

- Failure to comply with the 'Terms and Conditions of Hire' will be regarded as a breach of the agreement. Council has the right to recover any dollar amount due in respect of such a breach.

## Exclusion

Without prejudice to any legal remedies the Council may have, in the event that a hirer/breaches any of the terms and conditions contained in this document, the hirer shall insofar as the law permits accept full responsibility and liability (whether in negligence or otherwise) for all loss, damage and/or injury whatsoever resulting directly and/or indirectly from the breaches.

Applicant Name:			
Signature:		Date:	

For more information please contact Council's Facilities Coordinator, Marcia Lyndon on 9911 6555.