



## Terms & Conditions

## 1.0 Hirers Obligations:

### 1.1 True & Accurate Information

- Hirer's must provide true and accurate information in regards to their identity, use of the venue and activities taking place, number of attendees, duration of the event, appropriate fee category, and any other information required to complete the booking.

### 1.2 Proof of Age

- Hirers must be over the age of 18 years, and may be required to provide proof of age.

### 1.3 Scope of Use

- The Hirer may only use the venue for the purpose and period stated on the signed contract.

### 1.4 Adherence

- The Hirer must adhere to the terms and conditions as set out in this document, their booking contract or referenced in any other document.

### 1.5 Respect for others

- All Hirers are expected to show respect and consideration to one another, other users of the venue, our local neighbours, the community, and Staff. This includes but is not limited to adhering to the start and end time of their event, maintaining appropriate noise levels, not interfering with other hirers events, maintaining crowd capacity and control, and being respectful of the precinct as a shared space.

## 2.0 Venue Overview:

### 2.1 Self-Managed

- The Connection has been established to be a self-managed venue. Hirers therefore take on the responsibility for managing their event.
- The Connection is not responsible for events or the impact of any other event or activity for which The Connection is not running.

### 2.2 Self- Governed

- In light of the venue being self-managed, it is therefore the expectation that Hirers will adhere to these terms and conditions, and their individual event contracts, thus self-governing the use of the venue and avoiding conflicts or impacting other hirers.
- The Connection is not responsible for where issues do arise or where one hirer breaches their terms & conditions or disregards their contract and potentially impacts another booker's event.

### 2.3 Shared Space

- The Connection is a shared space housing different rooms within the same building where multiple events and activities may be booked to take place at the same or similar times, and who may use the same common areas at the same time.
- The Connection is not responsible for how Hirers use those shared spaces or the impact that another hirer's actions may have on one another.

### 2.4 Condition and Cleanliness

- It is the requirement of all hirers to clean and tidy the space that they have used, leaving it in the same condition with which they found it, fit for another hirer to use directly afterwards.
- Whilst The Connection does engage regular cleaners to service the room at the end of the day, this service is not provided between events and it is the obligation for all Hirers to clean the room thoroughly prior to their events contract finish time.
- As the venue is self-managed The Connection cannot guarantee the condition or cleanliness of the room from one event to another.

### 2.5 Availability of Equipment

- The Connection provides a range of equipment for the use in the venue but, especially in the situation of multiple users in the same building; cannot guarantee its availability, cleanliness or condition.

### 2.6 Timeliness

- The Connection frequently books the same space / room back-to-back with events finishing and another commencing immediately after one another. All Hirers are expected to adhere to their contract end times for their events in order not to impact another hirer.
- In light of back-to-back bookings, all Hirers must adequately factor in the time required to pack-up, clean and vacate the space prior to the contract end time of their event.
- In light of the Venue being self-managed and whilst all reasonable measures are taken to ensure that the Hirer is aware of their obligations, The Connection does not guarantee that a preceding event will have fully vacated the room and completed all activities (ie: cleaned and packed-up).

### 2.7 Behaviour of other Hirers and the General Public

- While we take all reasonable measures to minimise the potential for one hirer to impact another, as the Venue is a shared space with multiple spaces and events, The Connection cannot guarantee the behaviour of other Hirers or that they will adhere to the Terms & Conditions or their contract.

## 3.0 Permissible Events:

### **3.1 Permissible Events**

- The Connection is open to accepting a range of events and activities provided they meet a selection criteria, availability exists, is in the best interests of the community and the Council, and meets and adheres to any other conditions stipulated in the Terms & Conditions and related policies.
- It is at the discretion of the Venue Management to use judgement as to whether an event meets or does not meet the aforementioned criteria.

### **3.2 Not-Permitted Events**

- The Connection does not permit 18<sup>th</sup> and 21<sup>st</sup> Birthday parties.
- The Connection does not permit any activity that is in breach of federal and state law, or could be considered an illegal / criminal activity, or may have a detrimental impact to the community.

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## **4.0 Event Timing:**

### **4.1 Dates & Time of Event**

- The date and times (start / finish) of the event are those which are confirmed to the Hirer in their confirmation email / booking contract. These are the hours between which the event can take place, which have been paid for by the hirer, and for which the Hirer has exclusive use of the room / space / building unless otherwise stated.
- Additional hours (time) either side of the booking are available to be booked by other parties and the ability to extend the original booking will be subject to availability and must be requested within business hours.

### **4.2 Access**

- The hirer and their attendees are not permitted to enter the room / building prior to their confirmed time, or to exceed the allocated time of their booking. Any additional hours will incur a charge and may lead to refusal of future bookings.

### **4.3 Hours of Operation**

- Bookings are only permitted to take place from 7am until 11pm.

### **4.4 Set-Up**

- The Hirer is responsible for setting up the room to their requirements and should factor this set-up time in to their booking.

### **4.5 Pack-Down**

- The Hirer must ensure that they have concluded all of their activities, packed away all furniture, cleaned up all areas, and removed waste from the hired space prior to the end time of their booking.
- The Hirer is not permitted to extend their time beyond the confirmed completion time to complete any of the aforementioned tasks in regards to packing-up, and should factor in enough time to complete these.
- Failure to vacate the building and leave it in an acceptable state for the next booker may result in forfeiture of Bond.

### **4.6 Vacating the Building**

- All persons must have left the building by the end time as confirmed in the event contract.
- At the end of the hire period the Hirer must ensure that all lights, air-conditioning and appliances are turned off. Windows closed and all doors locked and alarms set prior to leaving the venue.

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## **5.0 Capacities / Crowd Control / Attendees:**

### **5.1 Building Capacity**

- The Hirer must ensure that the number of people attending their event does not exceed the capacity of the room / building that they have booked at any time.
- Despite information being available elsewhere stating the capacity of a room / space / building; the capacity stated on the booking Contract is the maximum number of people permitted to enter the room where the event is being held.

### **5.2 Use of Additional Spaces**

- The Hirer is not permitted to use any additional unbooked / available space and are responsible for ensuring that their attendees remain in the areas which the Hirer has booked and paid for.
- Where the Booker utilises other available spaces not booked by them, they will be charged for the use of those spaces irrespective of how little or how much they used them.

### **5.3 Responsibility for Attendees**

- The Hirer is responsible for ensuring that attendees of their event do not impact in any way other venue users or the general public.

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## **6.0 Access:**

### **6.1 Locking / Securing the Building**

- At the end of every event the Hirer is responsible for ensuring that the building / space / room has been locked and secured prior to leaving. This includes locking of doors and windows (both internally and externally including sliding doors, storerooms, roller doors, etc.).
- Where a building / space / room has been the responsibility of the Hirer to secure but which was not done, the Hirer will be held liable for any damage, loss, or otherwise that occurs to the building / space / room as a result.
- Prior to leaving the building, we recommend all Hirers thoroughly check the space / building / room that all doors and windows are shut and cannot be opened again.

### **6.2 Right of Admission**

- The Venue Manager / Connection Team Members, security, Emergency Services and Council representatives shall have the right of admission to the venue, at all times.
- Where access during an event is required by any of the aforementioned parties to facilitate the event, the Hirer will be advised prior.
- Where previously uncommunicated access is required to the venue, the Hirer will permit immediate access to the Venue Manager / Connection Team Members and Council representatives. For any other person requiring access, the Hirer should contact the Venue Manager / Connection Team Member to advise them and confirm permission.

#### **6.3 Shared Space**

- The hirer or their attendees are not permitted to block access to any door / location, or to use space (including common areas, other rooms, public areas, communal fenced off grassed area (meeting space) and back of house and storage areas) that may be entitled to be used by another hirer – this includes the Corridor of the Event and Meeting Spaces which must be left unobstructed.

#### **6.4 Securing Doors**

- It is not recommended that the hirer leave any doors unattended, unsecured or propped open that would allow unrestricted access in to the room / space / building which they have booked. In the event that the hirer does allow unrestricted access, the hirer is responsible for any loss, damage or incident that occurs in the space as a result.
- The hirer is not permitted to block or prop open emergency exit doors, and must comply with fire regulations in regards to emergency exit doors and passages.

#### **6.5 Paths of Travel**

- Free and unencumbered paths of travel, or an alternative route must be available to all areas of The Connection at all times.
- At times where events are taking place that may hinder passage, then an appropriate alternative route must be identified and made available (including the use of signage and barricades if required to aid in directing the public). In these instances, consideration must be made for people with disabilities and the ability for the general community to access the different areas of the precinct.

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### **7.0 Equipment / Facilities:**

#### **7.1 Use of Equipment**

- Hirers will be permitted to use equipment provided by The Connection.
- The Connection does not guarantee the availability of equipment due to the self-service nature.
- Any items stored in the storage area will be available to all Hirer's on a first come first serve basis.
- Where there is equipment that has already been set-up in a room, that equipment will remain in that room and if not required, the Hirer must remove and return it at the end of their event.

#### **7.2 Storage of Equipment**

- Equipment stored in the Back of House stored areas must be returned to the same location, packed away neatly, at the end of the Hirer's event, and the storage area must be closed and locked. Guides and instructions have been provided to assist with storing of the items correctly.

#### **7.3 Damage to Equipment**

- Any damage to equipment found to have occurred during an event The Connection may charge part, whole or additional costs against the Hirer's bond for the repair or replacement of damaged items. The assertion of responsibility and cost for the repair of damages will be at the discretion of the Venue Manager.

#### **7.4 Cleanliness of Equipment**

- All equipment must be cleaned (including washed, wiped and dried if required) at the completion of each event and put away or returned to their initial location.

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### **8.0 Staffing / Management:**

#### **8.1 Supervised Events**

- Due to the nature, size or activities of an event the Venue Manager / Connection Team Member may deem supervision required for the event. If this is the case, the designated person supervising the event has total control and authority for the management, overseeing and coordination of the event and any related activities.

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### **9.0 Fees & Charges:**

#### **9.1 Rate Periods**

- All rates are per hour.
- All hours are chargeable, ie: there is no gratis time provided for set-up or pack-down as this time must be factored in to your booking period.
- Any additional time used will be charged.

#### **9.2 Rate Categories**

- Rates are divided in to the following two categories:

##### **Category 1 - Private Organisation / Individual**

- Any organisations (including Federal / State Governments) that operate their business with the purpose to generate revenue, and whose event may or may not contribute to that goal of revenue generation, and is booked for or on behalf of that organisation.

- A group or individual who, whilst their event is has no revenue generation purposes, is holding a private activity (ie: wedding, reception, dinner, meeting, cocktail, etc.).

#### **Category 2 - Not-For-Profit Organisation**

- Any organisation that does not operate in order to derive any profit, personal gain or benefits from its operation and whose purpose is to benefit the community through its activities. This includes charities and community organisations, both of which may aim to raise funds of which are spent appropriately on benefitting the wider community. Must provide Council with a copy of their letter of Incorporation or evidence of non-profit status.

#### **9.3 Discounts**

- As fees are already heavily subsidised, no further discounts are available.

#### **9.4 Additional Fees**

- The council reserves the right to apply other fees as it sees fit in order to secure, maintain or clean the facility, or otherwise as a result of or due to a hirer's event, this includes costs that may be expended prior or post the event.

#### **9.5 Insurance Fee**

- All Hirers (be that regular, or one-off) are required to either possess current Public Liability Insurance or pay to be covered by the Council's existing policy at an additional charge to any / all other fees.

#### **9.6 Payment Schedule**

- Where a payment schedule has been established, hire fees must be paid as per the agreed payment schedule or the deposit will be forfeited and the booking released.
- For regular hirers, we require payment monthly in advance. An invoice will be issued by Council finance team on the 15<sup>th</sup> of every month.

#### **9.7 Building Access in relation to Payment**

- 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.

#### **9.8 Right to Change / Add / Amend Fees**

- Council reserves the right to revise fees and charges and conditions of hire without notice.

#### **9.9 Booking Forfeiture**

- The hirer acknowledges that if any monies are not paid by the due date, the booking will not be accepted and The Connection shall be entitled to keep the bond and relet the venue.

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### **10.0 Bond:**

#### **10.1 Bond Payment**

- This fee is a refundable deposit paid by the Booker as assurance for the event from which any cost for replacement, cleaning or rectification for damage incurred is charged.
- The bond is required at least 28 days prior to the booking date.
- A bond is required to be paid by all bookers.
- For regular hirers, this is a one-off payment that is required.

#### **10.2 Bond Release**

- At the first possible opportunity, the Venue Manager / Connection Team Members will inspect the Venue for any damage or issues of cleanliness.
- If no issues of cleanliness, damage, or additional charges (ie: time used) are found, the Booker will be contacted via email.
- If there are issues of cleanliness, damage, or additional charges (ie: time used) are found, the Booker will be also contacted via email.
- The return of the Bond may take the Bank between 5-7 working days.

#### **10.3 Breach of Terms & Conditions**

- In the event that damage is found or additional cleaning is required, The Connection may process the bond as a charge for the part or whole costs to replace, repair, or rectify the damage or facilitation of additional cleaning.
- In the instance that an event runs longer than the originally booked, part or whole of the bond may be processed as a charge for the additional hours or part thereof used.
- Where the action of the Booker; their attendees, suppliers or others; or actions associated with their event; impact another event, the booker may be liable for additional charges in the way for compensation.
- The Connection reserves the use the Bond for the payment of any additional charges due to breach of the terms and conditions.

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### **11.0 Deposit:**

#### **11.1 Deposit Requirement**

- To guarantee the time, date and space for a booker's event, a deposit is required immediately upon agreeing to the contract and terms & conditions.
- The Deposit includes all charges relating to your booking excluding the bond payment.
- The Deposit is required within 2 days of signing the contract.

## **12.0 Bookings:**

### **12.1 Acceptance of Bookings**

- The Connection reserves the right to refuse to accept any booking without notification or explanation.

### **12.2 Tentative holds**

- Due to the high volume of booking enquiries we do not place holds on any rooms.

### **12.3 Confirmation**

- Bookings are only confirmed once a signed contract has been returned from the booker and the deposit has been paid.
- Following receipt of the aforementioned documents, the Venue Management will then send a booking confirmation.
- No bookings will be permitted to go ahead unless payment has been made in full including the room hire fee, other charges and the bond.

## **13.0 Cancellation:**

### **13.1 Right of Cancellation**

- The Connection 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 exercisable right. In these circumstances Council may refund any portion of sums on account of fees if such refund is considered to be warranted.

### **13.2 Application by Hirer to Cancel Event**

- All cancellations by the Hirer must be made in writing (email) to and acknowledged by the Venue Manager / Connection Team Members prior to the event.

### **13.3 Confirmation of Cancellation**

- No event will be considered cancelled (and bond / monies returned) unless the Hirer receives written confirmation from the Venue Manager / Connection Team Members confirming the cancellation and stating the terms of the cancellation.

### **13.4 Cancellation Period and Penalties**

- The cancellation period and penalties are listed as follows:

Days Prior	Penalty
28 Days	No Penalty
28 – 21 Days	50% of Bond
21 – 14 Days	50% of Bond or 50% Room Rental Fee (whichever is greater)
14 – 7 Days	50% of Bond & 50% Room Rental Fee
7 – 3 Days	75% of Bond & 75% Room Rental Fee
Within 72 Hours	100% of Bond & 100% Room Rental Fee

### **13.5 Cancellation by Regular Bookers**

- For Hirers with regular recurring bookings, 14 days' notice must be given to any changes (ie: reschedule / postponement, other changes) to a previously confirmed booking or 50% of the room rental fee will be charged.
- Penalties for changes to regular recurring bookings will be handled on a case by case basis.

### **13.6 Authority to Approve Cancellation**

- The Venue Manager / connection Team Members reserve the right to waive cancellation fees on a case by case basis or where there are valid grounds for the granting of a dispensation or discount.

### **13.7 No-Shows**

- In the event that for any reason, the hirer does not turn up for their event (ie: considered a "No-Show"), they will be charged in full for all services associated with their event including where 3<sup>rd</sup> parties have been engaged.
- The payment for this may be taken from the Hirer's bond or charged additionally.

## **14.0 Changes:**

### **14.1 Significant Changes**

- There should not be any significant changes by either the Hirer within of 72 hours of the booking date.
- Significant changes are considered to be but not limited to the following:
  - Change of date or time.
  - Change of location.

### **14.2 Change of Date or Reduction in Time**

- After confirming their booking and paying deposit, a Hirer may request to change the date or reduction in time of their event without penalty 28 days prior to the date of the event.
- Any request for changes to the date or reduction in time of a confirmed event within 28 days will be determined on a case by case basis by the Venue Management and may incur penalties for lost business and / or any other fees and charges as deemed applicable.
- Venue Management reserves the right to impose additional conditions or cancel the waiving of penalty fees for postponements on specific dates or periods due to their high demand.

- A request to reduce the times of the booking (ie: less hours) will be reviewed and determined on a case by case basis by the Venue Management. In these situations the request may be approved with or without penalties (ie: full or part payment for the hours reduced).

#### **14.3 Changes on the day of the Event (During business hours only)**

- On the day of the event where the Hirer requests for changes to be made, provided that the change can be considered reasonable, The Connection will take measures to accommodate it where practical.
- Where the change will have an impact on time, cost, or otherwise, the impact and cost will be confirmed with the Hirer.

#### **14.4 Disputes**

- Where a dispute arises between the Hirer and Venue in regards to any aspect of the Event (ie: timings, inclusions, levels of service, manning, etc.), and requires a change to be made prior or during the event to accommodate these changes, the Venue Management where able to do so will facilitate the request.
- The Venue Management will follow up all instances of dispute and where no fault can be found reserves the right to pass on the cost for any changes to the Hirer.

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### **15.0 Postponement / Change of Date:**

#### **15.1 General**

- Once a date has been confirmed to the Hirer and the deposit paid, the date and times as per the confirmation are held for the hirer, and other parties who may enquire for this date and time period are rejected.

#### **15.2 Right of Postponement**

- The Connection has the right to postpone any booking already made and shall not be liable in any way for any loss or damage or otherwise in consequence of the exercisable right. In these circumstances Council may refund any portion of sums on account of if such a refund is considered to be warranted. This will be determined by the Venue Management.

#### **15.3 Request for Postponement by the Hirer**

- All requests for postponement must be made in writing (email) to and acknowledged by the Venue Manager / Connection Team Members at minimum 72 hours prior to the event or as soon as known. Within 72 hours, cancellation terms and conditions apply.

#### **15.4 Acceptance / Confirmation of Postponement**

- The Venue is under no obligation to accept the request for a postponement, or to do so with or without any penalties.
- Acceptance / confirmation of postponement will be subject to availability and demand.
- Accepted / confirmed postponed events may be subject to higher fees, charges or other restrictions not in place at the time of making their original booking, for the new date and time.
- If an event has been accepted / confirmed to be postponed, the Venue Management does not guarantee any previous arrangements, benefits, terms or conditions, or the availability of other services, contractors or suppliers for the new date and time.
- No event will be considered postponed (and bond / monies returned) unless the Hirer receives written confirmation from the Venue Manager / Connection Team Members confirming the postponement stating the terms of the postponement.
- Acceptance / confirmation of postponement may still incur some fees or penalties (including being charged for services already booked / guaranteed, or items purchased / procured for the event) and will be determined by the Venue Management on a case by case basis.

#### **15.5 Rejection of Postponement**

- Where the Hirer has confirmed that they will not be turning up on site to hold their event, and a postponement has not been agreed to, the event will be considered cancelled, the room released, and the cancellation terms and conditions (including fees and penalties) will be applicable.

#### **15.6 Postponement Period and Penalties**

- Excluding other charges and fees for previously confirmed services, labour or material, the postponement period and penalties will be in line with the Cancellation Period and Penalties.
- Venue Management reserves the right to alter the charges or waive them on a case by case basis as determined by the Venue Manager.

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### **16.0 Catering:**

#### **16.1 Catered Events facilitated by a 3<sup>rd</sup> Party / External Provider**

- For hirers who wish to bring their own food, there are no cooking facilities provided on site and all preparation / cooking of food must be done off-site and arrive at the venue fully prepared for service.
- Cooking is not permitted on site. This includes in the spaces and any external areas.
- For events that will take place in the Event Space, the ability to re-heat pre-cooked foods is available. For events that are taking place elsewhere (ie: another building) facilities for re-heating will not be guaranteed.
- The Meeting Spaces houses a small kitchenette with microwave, water boiler, and basic equipment only
- In the event that external caterers are engaged by the hirer, The Connection cannot guarantee the availability of service equipment.
- External caterers or the hirer will be responsible for the cleanliness, tidying up and any washing / drying of the preparation kitchen (if used).

#### **16.2 Food Safety**

- All food handling must comply with the *Food Standards Code*, the *Food Act 2003 (NSW)*, *Occupational Health & Safety Act 2000*, *Occupational Health & Safety Regulation 2001 (NSW)* and any other current relevant legislation.

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### **17.0 Alcohol Service:**

#### **17.1 Licensed Venue**

- The Connection is a licenced venue, serving alcohol in The Event Space and The Meeting Space. Some restrictions may apply to each area and should be confirmed in advance when making the booking. The trading hours as stated in our liquor licence are Monday to Saturday 10:00 AM to 12:00 AM and Sunday 10:00 AM to 10:00 PM. Note: Good Friday and Christmas day trading hours are 12:00 PM to 10:00pm.
- In any location where alcohol is being served, food must also be also available.
- No drinks commonly referred to as shots, shooters, slammers and/or bombs are to be sold or supplied.

### **17.2 Responsible Service of Alcohol (RSA)**

- All service of alcohol must comply with the Responsible Service of Alcohol (RSA) as set out in the Liquor Act 2007, the Liquor Regulation 2008 and any other current relevant legislation.
- The Connection reserves the right to impose any additional requirements that it deems appropriate and necessary to ensure that an event will comply with RSA which may include, but not be limited to; that service is provided by Connection Team Members or a 3rd party as per their discretion, employment of Security staff or an RSA Marshall, additional bond, service of food, etc.
- At any time security can request to view a person's RSA. If not provided, serving of alcohol must cease.

### **17.3 Service of alcohol**

- The service of alcohol for any event may be required to be provided by The Connection Team Members or a 3rd party as per the discretion of the Venue Manager, to ensure the appropriate service of alcohol. The determination of the requirement that a venue be staffed will depend upon the size, nature and activities of the event, and will be reviewed and advised by the Venue Manager on a case by case basis. This cost will be an additional charge.
- The Connection will permit the use of external caterers to serve alcohol, provided on request they can demonstrate that they are RSA qualified, an established business and can supply an ABN.
- Alcohol service will cease 30 minutes prior to the end of any event, or at the end time permitted as per the Liquor Licence trading hours, whichever is earlier.

### **17.4 Security**

- In order to ensure the security of an event, security personnel are required at every event where alcohol is present regardless of the time, event or amount of people.
- Security personnel will be required from the time that attendees start arriving / alcohol is being served until the hirer and all his / her attendees / suppliers have vacated the premises.
- 1x security personnel is required for every 100 people. Ie. If you have an event for 120 people 2x security personnel is required.
- The security personnel will act as a representative of the licensee and enforce all liquor licence conditions.
- This cost will be an additional incurrence (ie: charge) advised by the Venue Manager / Connection Team Members at the time of booking.
- The Connection will not permit the use of self-sourced external Security, and the employment of said security personnel will be coordinated by The Connection.
- Security is required for any bookings that take place on a Friday, Saturday and Sunday night after 5pm irrespective of whether alcohol is served or not.

### **17.5 Sale of Alcohol**

- If alcoholic beverages are being sold by your event the hirer must obtain the relevant liquor license. The relevant forms can be obtained from Burwood Police station (this can take up to two months). You must supply this approval to the Venue Manager

### **17.6 Consumption of Alcohol in Public Areas**

- Alcohol is not permitted to be consumed by the general public in any public space other than those designated as "booked" by a hirer for an event. A booked event is considered one that has been confirmed by the Council and has a specific location (meeting / function room or building) and is for a specific period of time.

## **18.0 Smoking:**

### **18.1 Smoke Free Policy**

- The venue has a strict **SMOKE FREE** policy in compliance with the *Smoke-free Environment Act 2000*, *Smoke-free Environment Amendment Regulation 2009* and the *Smoke-free Environment Regulation 2007* which prohibits smoking in enclosed public places.

### **18.2 Exception**

- Smoking is only permitted OUTSIDE the Venue at the designated cigarette bins.

### **18.3 Compliance**

- Guests or attendees who do smoke must comply with NSW State Government's Smoke Free Policy which states that:
  - Smoking is not permitted within 4 metres of an outdoor seated dining area or entrance to a venue
  - Smoking is not permitted within 10 metres of a children's outdoor play area.
- Any penalties incurred for breaches of the act (which may be enforced by Council Rangers or the Police) will be the responsibility of the individual.
- Venue Management, their representatives (ie: Catering team), Security or other persons employed by council have the authority to ask people to cease smoking or to move to the dedicated smoking area. Failure to do so may be in breach of these terms and conditions and may incur penalties.

### **18.4 Cleaning**

- The Hirer must ensure that the Venue is cleared of cigarette butts from any areas around the venue at the conclusion of their event. Failing this, Venue Management will arrange for cleaning and the cost will be on charged to the Hirer.

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## **19.0 Noise:**

### **19.1 Music Cessation**

- Music must cease at 23:00 on Friday and Saturday nights.
- Music must cease 23:00 on weeknights and Sundays nights.

### **19.2 Vacating Venue**

- All rooms / spaces / buildings must be vacated by 11pm.

### **19.3 Reasonable levels of Volume**

- Noise levels and amplified music must be kept at a reasonable level which will not disturb events taking place in adjacent rooms / buildings or the local neighbours.
- After 22:00, where there is amplified music or use of the audio system (ie: movies, speeches, recordings, presentations, etc.) the sliding doors to the external areas (in both the Event and Meeting Spaces) are to be closed.

### **19.4 Lowering Volumes**

- In order to respect our neighbours, the volume of amplified music or audio systems must be lowered in accordance with the times stated below:
  - 22:00 = No greater than 55 decibels
  - 22:30 = No greater than 50 decibels
  - 23:00 = No greater than 45 decibels. Must cease on weeknights and Sundays nights.
  - 23:30 = No greater than 40 decibels
  - 23:45 = Must cease on Friday and Saturday nights.

### **19.5 Right to Adjust Volume**

- The Venue Manager / Connection Team Members/ security staff reserve the right to turn down or cease music at any time if they receive warranted complaints, or perceive that the level of noise has the likelihood to lead to complaints.

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## **20.0 Items Not-Permitted:**

### **20.1 Flammable items and activities**

- The Hirer and their attendees are not permitted to bring any flammable items to the Venue (ie: firelighters; petrol; paint; gas; flammable liquids and chemicals).
- Any event that may include any form of flammable activity (ie: live cooking) is not permitted.
- Fireworks (including indoor and outdoor) are not permitted to be used anywhere inside or outside of The Connection. This also includes any fireworks simulator machines.

### **20.2 Sparklers / Sparkler Machines / Pyrotechnics**

- Sparklers / Sparkler Machines / pyrotechnics are not permitted to be used anywhere inside or outside of The Connection

### **20.3 Candles**

- The use of candles will be permitted provided that appropriate care is taken (ie: they are contained, away from other flammable materials, etc.).

### **20.4 Smoke Machines / Dry Ice**

- Smoke Machines / Dry ice are not permitted to be used inside the venue as they will set off the smoke alarm.

### **20.5 Jumping Castles**

- Jumping castles are not permitted in any external areas.

### **20.6 Barbeques**

- Barbeques are not permitted in any internal or external areas.

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## **21.0 Pets and Animals:**

### **21.1 Internal**

- The Connection does not permit pets and animals to be brought in to the buildings or meeting space fenced off area, excluding those individuals who require the use of guide dogs or assistance animals.
- Pets and animals will be permitted in external areas (thorough fare / paths) provided they are on leads.

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## **22.0 Security:**

### **22.1 Hirer's Responsibility**

- The hirer shall be responsible for all that occurs during their event including the planned or unplanned activities that may occur as a result of the event taking place.
- The Hirer and their guests are responsible for their own personal safety and are expected to familiarise themselves with the location of emergency exits and escape routes, evacuation diagrams, fire-fighting equipment, and / or any other information which may be relevant in the case of an emergency.

### **22.2 Anticipation of potential Risks**

- It is the responsibility of the Hirer to anticipate the potential risks and impact that their event may incur and to take necessary steps to ensure the safety and security of the attendees and the general public.

### **22.3 Securing of Personnel Items**

- The hirer is responsible for the securing of rooms / buildings, personal belongings, vehicles, equipment and any other item related to the event including those belonging to the hirer, their attendees, or The Connection.

### **22.4 Requirement for Security Personnel**

- Due to the nature of an event Security Personnel may be required to be attendance for the duration or part thereof. This will be determined by the Venue Manager / Connection Team Member at the time of making the booking on a case by case basis and will be a non-negotiable additional charge.
- Security is required for any bookings that take place on a Friday, Saturday and Sunday night after 5pm irrespective of whether alcohol is served or not.

### **22.5 Organising Security Personnel**

- Instances where Security Personnel are required, these will be arranged by The Connection Team Members. 3<sup>rd</sup> party Security personnel are not permitted to be hired or engaged by the hirer.

### **22.6 Termination of Event**

- If in the opinion of Law Enforcement / Security Personnel on duty, any event that has become disorderly, the Law Enforcement Officer / Security Personnel has the authority to terminate the event immediately with no obligation by The Connection to refund fees for the reduction in time or refunding of the bond.
- Council / Law enforcement / Security personnel reserves the right to remove any person from the premises at any time if they become uncooperative and are in breach of the hiring terms and conditions.

### **22.7 Security and Fire Alarms**

- The Connection is fitted with alarm sensors to which the access code will automatically disarm them.
- If a fire alarm is activated unnecessarily the hirer will be liable for the fine issued by the NSW Fire & Rescue.

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## **23.0 Emergency & Evacuation Procedures:**

### **23.1 Evacuation Procedures**

- Emergency evacuation procedures are located in each room / building and also provided to hirers in advance as part of their confirmation. It is then the responsibility of the hirer to communicate all evacuation procedures, exit routes and evacuation point to their attendees.

### **23.2 Alarm Sounding**

- In the event that the evacuation alarm is sounded, all people are to immediately evacuate the building.

### **23.3 Evacuation Point**

- The evacuation point is located in the centre of Rhodes Foreshore Park to the south of the Connection.

### **23.4 Emergency Exists & Equipment**

- The Hirer is not permitted to block emergency exits, tamper with emergency equipment (including first-aid kits, alarms, hose reels and extinguishers), or take any other action that may impede safe exit or the ability to use emergency equipment in the event of an actuality.

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## **24.0 Cleaning / Waste / Damage:**

### **24.1 Responsibility of the Hirer**

- The hirer is responsible for leaving the venue they have booked (ie: room / space / building) and the surrounds in a clean and tidy condition. This includes removing all rubbish, cleaning any items or equipment used (ie: glassware, cutlery, chinaware, tables, chairs, etc.), and returning the space to its original condition.

### **24.2 Cleaning of the Venue by the Hirer**

- The cleaning of the venue must be completed prior to the contract end time of the event and Hirer's will not be permitted to return after the event to clean-up unless they have booked the venue for the concurrent period (ie: no break in-between).
- The Connection provides a limited amount of cleaning supplies and equipment for use by the Hirer. However, The Connection cannot guarantee the quantity or availability of those supplies, and whilst does take all reasonable care to maintain equipment; cannot guarantee that it is in working order.
- In light of this, the Hirer must factor in enough time to clean the venue and may be required to provide their own cleaning supplies and equipment if these are unavailable.

### **24.3 Cleaning of the Venue by The Connection**

- Cleaning of The Connection will be scheduled to take place on a regular basis (scheduled daily, and as required). This will include general cleaning such as vacuuming, sweeping, mopping and dusting of rooms / buildings and furniture; window cleaning; removal of trash; restocking amenities; and cleaning of bathrooms.
- The Connection will take all reasonable measures to ensure that it is clean and in a presentable state, ready for an event. However, where prior events are taking place in between cleaning, The Connection cannot guarantee the state of the venue.

### **24.4 Additional Cleaning**

- In the event that additional cleaning is required outside of normal cleaning schedules or where the duration of the cleaning is significantly increased due to the state that the room has been left, The Connection may charge part, whole or additional costs against the Hirer's bond.

#### **24.5 Left Items**

- Belongings, equipment, decorations, items and other possessions belonging to the Hirer or their attendees are not permitted to be left in the venue after the event unless the Hirer has booked the venue for the concurrent period. The Connection does not guarantee the safety and care for any items left behind.

#### **24.6 Damage**

- The Hirer and their attendees are not permitted to make any physical alterations to the facilities of The Connection. This includes nails, screws, tape or other fastenings that may be driven in to or attached to the walls, floors, furniture or fittings.
- Any damage (including breakages, scratches, nicks, stains, marks, etc.) that does occur as a result of the actions or activities of the Hirer's event, their attendees, or can be reasonably assumed to have been caused during a specific event, The Connection may charge part, whole or additional costs against the Hirer's bond for the repair or replacement.
- The assertion of responsibility and cost for the repair of damages will be at the discretion of the Venue Manager.
- In the event that damage does occur, the repair of such will be carried out by the Council and any costs passed on to the Hirer. The Hirer will not be permitted to rectify the damage themselves or engage a 3<sup>rd</sup> party to complete the work.

#### **24.7 Found Damage / Cleanliness**

- In the event that a Hirer arrives to the venue and the state of it having been left by a previous Hirer is unacceptable the Hirer is to contact the council after hours service (9911 6555). We strongly commence completing a walk through when you first enter the building and to take photos of any concerns.

#### **24.8 Waste / Rubbish**

- The Hirer is responsible for ensuring that any waste generated by their Event is placed in the correct bins in the waste location. This includes the sorting of the different types of waste in to the appropriate waste receptacles (ie: recycling).
- If the event that rubbish exceeds the bin capacity, the Hirer is responsible for removing the excess rubbish at the conclusion of the event.
- Where items have not been appropriately sorted or waste not removed, The Connection may charge part, whole or additional costs against the Hirer's bond for waste handling.
- The Hirer is responsible for flat-packing / squashing boxes to maximise capacity. Where this is not done a rubbish handling fee of \$10 per bin will be applicable.
- The Connection does not accept any Styrofoam. All Styrofoam boxes / containers must be removed by the Hirer at the end of their event.

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### **25.0 Signage:**

#### **25.1 External Signage**

- The Hirer and their attendees are not permitted to externally display any signage, posters, banners or any other display material without prior approval by the Venue Manager / Connection Team Members. This includes the use of vinyl banners affixed to the building or staked in the ground, pull-up posters or those attached to the wall, or any other advertising / promotional material.

#### **25.2 Internal Signage**

- Signage will be permitted within the venue booked by the Hirer, provided it is not affixed to the walls, floors, furniture or fittings where doing so is likely to cause damage to the venue in any way.

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### **26.0 Suppliers, Contractors & 3<sup>rd</sup> Parties:**

#### **26.1 Permission**

- The Connection will permit the use of External Contractors by a hirer for various goods and services as part of a hirers event.
- Examples of goods and services that The Connection will permit to be outsourced by the hirer to external suppliers include, but are not limited to: caterers, A/V suppliers, musicians and performance artists, florists, decorators, service personnel, and other event personnel.

#### **26.2 Alcohol Service**

- The Connection will permit the use of external caterers to serve alcohol, provided on request that they can demonstrate that they are RSA qualified, an established business and can supply an ABN. Permission will be at the discretion of the Venue Management.

#### **26.3 Security**

- The Connection will not permit the use of External contractors for Security personnel engaged by the hirer. All security personnel will be employed by the Connection and any associated costs charged to the hirer.

#### **26.4 Responsibility**

- The hirer is responsible for any damage caused by the engagement of External Contractors, this includes damage done to furniture, fixtures, equipment, AV, or otherwise.
- Hirers are also responsible for cleanliness issues created or caused by their suppliers, contractors or 3<sup>rd</sup> parties. This also relates to the packing away of equipment and items.

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### **27.0 Traffic Management:**

#### **27.1 Parking**

- Parking is strictly prohibited in any area of the Connection (ie: parkland, access driveways, etc.).

- The facility does not have any allocated / reserved parking spaces. Public metered time restricted parking is available on Shoreline Drive and the surrounding streets / areas. We cannot guarantee any of these car spaces.
- Motorbike and Disabled parking is available and located on Shoreline, both of which are metered time restricted parking.
- External parking for bicycles is available within the site.

## **27.2 Loading / Unloading / Deliveries**

- Loading / Unloading Area 1 is available at The Connection accessed via the driveway to the south of the Meeting Space and to the north next to the Learning Space.
- These areas are for loading / unloading only, and vehicles are permitted to stop for no more than 15 minutes.
- Vehicles are only permitted to drive on the paved area and are not permitted access beyond the yellow bollards (ie: to drive over the grass or around bollards). Fines apply for breach of this condition.

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## **28.0 Illegal Items / Activity:**

### **28.1 Illegal Activities**

- The Connection does not permit any activity that is in breach of federal and state law, or could be considered an illegal / criminal activity, or may have a detrimental impact to the community.

### **28.2 Right of Termination**

- The Venue Manager / Council reserves the right to refuse, cancel or terminate any event without reason or warning, where there is grounds to believe that the event may be of an illegal / criminal nature or detrimental to the community.
- In these cases it will be to the discretion of the Venue Management if monies will be refunded. Additional charges may be applicable.

### **28.3 Illegal Items**

- The Council does not permit weapons (legal or illegal), or illegal drugs of any kind to be brought on to the venue property. Persons found to be carrying weapons or illegal drugs will be reported to the police.

### **28.4 Not Recommended Items**

- The Connection does not recommend the use of confetti or helium balloons as their use can contribute to significant additional cleaning costs.

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## **29.0 Insurance / Liability:**

### **29.1 Public Liability Insurance**

- The Hirer must hold Public Liability Insurance with a minimum of \$20 million coverage with a reputable insurance company and present a current certificate of currency indemnifying the City of Canada Bay Council when making a booking.
- There is no provision for the waiving, subsidising or discounting of insurance.

### **29.2 Proof of Insurance**

- Use of any spaces (rooms, buildings, otherwise) at The Connection will not be permitted if a copy of the insurance is not provided prior to the hirer's event.

### **29.3 Responsibility for Insurance and any licences**

- All other licences and insurances including Workers Compensation, General Business etc. are the sole responsibility of the Hirer.

### **29.4 Casual Hirer's**

- For casual hirer's who do not have insurance, Hirers may be eligible to be covered by the Council's Insurance Policy.
- A Casual Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or 12 times per calendar year.
- The current fee to be covered by the Council's insurance policy will be added separately to the total booking cost.

### **29.5 Regular Hirer's**

- Please note that it is the responsibility of the hirer to ensure that they have the appropriate licences that are relevant to their booking (i.e. working with children's check).

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## **30.0 Breach of Agreement:**

### **30.1 Failure to Comply**

- 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 amount due in respect of such a breach.

### **30.2 Disputes**

- 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.
- Council / Law enforcement / Security personnel reserves the right to remove any person from the premises at any time if they become uncooperative and are in breach of the hiring terms and conditions.

### **30.3 Footage**

- Please note that CCTV footage stays on record for 28 days. After this time the footage is no longer attainable. If you are request to view this footage, please refer to the 'Access to policies and information' section on the council website for further information and the necessary request form.

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## **31.0 Regular Hirers only - Contract Administration:**

### **31.1 Contract Cessation:**

- 8 weeks prior to the end of the contract (which will be the last event as stated on the contract) The Connection will contact all Event Organizer / Hirer to discuss their needs for the coming period (no longer than 12 months) in regards to their frequency of booking, room requirements, number of attendees, etc.

### **31.2 User Review**

- Following a review of existing and any new hirers, The Connection will develop a schedule to best suit and accommodate all users. This may include but is not limited to the shifting or altering of location, times, days of the week, etc. Once the review is complete The Connection will communicate and negotiate with all hirers to formalize the new schedule and update contracts.

### **31.3 Contract Succession**

- Contract details including location, timing, fees & charges, permission of activities, etc., are not carried over from one contract to another.
- The Connection and Council reserves the right to change or alter the details (including Terms & Conditions) of a Regular hirers contract from one period to another, or where a variation has been requested by the Hirer to an existing contract within their current contract period.

- Once a new contract has been agreed, all previous details associated with the former contract are considered null.

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## **32.0 Venue Responsibility:**

### **32.1 Responsibility**

- The Connection and the City of Canada Bay is not responsible for any theft, loss, damage, injury, death or otherwise to person or property which may be sustained as a result of the hirer and persons attending their event, suppliers, 3<sup>rd</sup> parties or the general public.
- The Connection is not responsible for the satisfaction or success (perceived or otherwise) of any event taking place at the facility, which may be impacted by such events as equipment or technical failures, the condition and/or cleanliness of the room, the activities of other Hirers, resource unavailability, weather conditions (force majeure), human error, miscommunication or misunderstanding, 3<sup>rd</sup> parties or suppliers, or any other unforeseen circumstance that is out of the reasonable control of The Connection to anticipate.
- In any of these situations, The Connection is not required to waive whole or part thereof any fee or cost associated with the event, and any such decision to will be on a case by case basis and does not reflect an admission of guilt or liability.

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## **33.0 Exclusion:**

### **33.1 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.

**Signed By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_