

Community Hall Hire

Terms & Conditions 2019/2020

CONDITIONS RELATING TO HIRING OF A COUNCIL COMMUNITY HALL

1. The Hall is let only on the conditions set out herein and the payment by any person of any sum by way of fees for such Hall and the issue to any such person by or on behalf of the Council of any receipt for such sum shall be deemed to be acknowledgment and acceptance by such person of the conditions and stipulations contained herein including the provision that the Council may vary the hiring charge subsequent to the date of this application and the hirer is bound to pay any increase in such charge.
2. Payment of all fees including bonds relating to hire of the facility must be received by Council in full not less than 7 days prior to the booked event or 14 days prior to the booked event for the Town Hall. Non-receipt of payment by the due date will result in cancellation of the booking.
3. The Council expressly reserves the right in its absolute discretion to refuse to accept any engagement and the Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
4. All engagements are accepted conditionally upon compliance by the hirer with requirements of the Local Government and any other relevant Act or Regulation. The hirer will be responsible for any claims legally payable for Copyright Fees or Performing Rights and undertakes to indemnify the Council in respect of any obligation or claims.
5. The hirer hereby grants the Council an indemnity and releases Council from all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensation and the like for which Council may become liable in conjunction with injury, damage or accidental death through the hirer's neglect or default or the neglect or default of any other person in connection with hirers use of the Hall.
6. Individuals, groups and organisations which hire Council premises or facilities for activities which involve children under 18 years must comply with the requirements of the relevant Child Protection legislation.
7. All employers (which include employers or volunteers and others) must comply with the mandatory guidelines available from the NSW Office of the Children's Guardian which are also available on their website – <http://www.kidsguardian.nsw.gov.au>. These guidelines contain forms including delegations and consents which must be made by prospective employees.
8. Minimum hire periods apply.
9. The hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture or fittings arising out of and in the course of his or her engagement, reasonable wear and tear alone excepted. The cost may be deducted from the Bond and any additional costs invoiced.
10. Should it be deemed necessary, the General Manager may require the hirer to lodge a sufficient deposit that will compensate the Council against cost of cleaning any exceptional litter which may be occasional or in making good any damage caused or which might be anticipated and if such deposit is not lodged, the General Manager may refuse to accept the engagement already made in terms of Clause 3.
11. The bringing into the Hall or grounds or the use therein of gas bottles, fireworks or any other flammable article or device is expressly prohibited.
12. Animals shall not be brought into the premises. No animals are to be tethered on the grounds fence.
13. Nails, screws or any other fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. The hanging of streamers, flags, bunting or other decorations or the erection or placing of any structures will not be allowed unless with the permission of an authorised Council Officer. Adhesive tape or BlueTac, etc. must not be affixed to any windows, walls, floors or doors.
14. The service or consumption of alcohol is only permitted when Council approval has been granted to the hirer in writing. Approval may be conditional upon, but is not limited to, the provision of a relevant liquor licence being obtained and provided to Council by the hirer under the Liquor Act 2007 and/or evidence of licensed security guard/s engaged for the

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duration of the event to the satisfaction of Council and/or lodgement of an additional bond as nominated by Council. All requests for approval and supporting documentation must be received by Council not less than seven (7) days prior to the event.

15. The Hall, foyer and outside grounds must be left by the hirer in a reasonably clean condition and all goods, properties or materials brought in by the hirer or any person on his behalf must be removed from the premises before the time to which the Hall has been engaged, failing which they will not be released until a charge for handling and storage is paid.
16. Caterers or other persons using the Kitchen must leave the same in a thoroughly clean condition. All goods or properties required by caterers may be brought in sufficiently early to enable them to satisfactorily arrange their work and must be removed together with any litter or waste matter before the expiration of the booking, failing which they will not be released until a charge for handling and storage has been paid. In any case deemed necessary or desirable, the General Manager may require payment by the hirer of an appropriate deposit to ensure compliance with these Conditions before such caterers will be allowed access to the premises. At Kensington Park Community Centre caterers are restricted to using Hall1.
17. Caterers must vacate the kitchen before the time to which the Hall has been engaged on any occasion, unless payment is made by the hirer on or before the date of the engagement at the set rate for extended use.
18. The hirer must make themselves aware of the emergency evacuation plan and assembly point. Hirers of Kensington Park Community Centre must also make themselves aware of the flood evacuation procedures and plan displayed on site. All emergencies should be reported to emergency services by calling "000". The contact telephone number for Council is 1300 722 542 (business and after hours).
19. Amendments to dates, times, location, etc. of any existing reservation will incur the amendment fee as listed below.
20. Equipment or furniture cannot be brought into the Hall without permission.
21. Any electrical equipment brought into the Hall, i.e. cd player, heater, fan, must have current testing and tagging evidence before being used within Hall.
22. Equipment cannot be stored at the Hall without permission. Storerooms or lockers cannot be used without permission. Equipment stored with permission is at the hirer's risk.
23. Hire of the facility is only for the time period that is agreed to. Set up and pack up must be included in your hire time. Where available, venue car parking must be vacated at the expiry of your booking.
24. Incidents or damage must be reported in writing to Council's Property Officer.
25. The hirer is responsible for all visitors to the Hall. If there are intruders, then you must call the Police.
26. CLEANING. The hirer must clean the kitchen, sweep the floor. Waste material must be removed from the property.
27. The key/swipe card is issued to the hirer. You cannot transfer to any other party. Lost or unreturned keys means that the Hall key system will be replaced and the hirer will be required to pay the costs incurred by the locksmiths to pay for the works. The hirer is responsible for the cost of replacement cards.
28. Keys/swipe cards are to be returned by 12noon the following business day. Failure to do so will result in a late return fee.
29. No locks or locking devices can be used without the prior permission of the Property Officer.
30. INSURANCE Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities will be required to have a current Public Liability Insurance policy. Cover must be for \$20,000,000, must be in the name of the hirer and a copy must be provided to Council prior to confirmation of any booking.
31. Phone numbers and addresses for regular hirers must be kept current.
32. Children must be supervised by an adult at ALL times.
33. No inflatable devices such as 'bouncy castles' and or other pillows are to be used on or within the premises.
34. The use and operation of the premises shall not give rise to an "offensive noise", as defined in the Protection of the Operations Act 1997 and Regulations or result in a public nuisance. No amplified music, karaoke, disco, and or other similar activities are permitted in Burnie Park Community Centre.
35. Smoking is strictly prohibited within all Halls and surrounding grounds.

36. Venue capacities as detailed on Council's public website are not to be exceeded. Council reserves the right to vary venue capacity pending the nature and scope of particular events.
37. The capacity of the Town Hall is 220 people for cabarets, weddings, balls and similar functions and 300 people for concerts, public meetings and similar functions. These limits are not to be exceeded.
38. Town Hall Hirers requiring or using any of Council's table for serving or handling refreshments of any kind must provide a suitable tablecloth or other means of covering (not printed paper) for all such tables, such tablecloths or coverings to be approved by Council's responsible Officer.
39. No connection to or interference with the Town Hall electrical installation, lighting effects, public address and sound system or stage fittings or other properties, nor the use of any apparatus for broadcasting or otherwise, will be allowed without the permission of the authorised Council Officer.
40. At all Town Hall functions, the hirer shall comply with any directions given by Council's authorised Officer in connection with table and/or seating arrangements and the storage, preparation and serving of foodstuffs, spirituous liquors or any form of liquid refreshment.
41. In the event of any cancelled booking of the Town Hall, the cancellation fee will be retained and the balance refunded, provided that if a further booking has been refused because of the subsequent cancelled booking, the whole of the hiring fee will be retained. (222/1986 – 27/5)
42. Breaches of the terms of hire may result in the withholding of refund of the bond.
43. Staff or Security call out charges may be payable if staff or the security firm employees are required to attend due to hirer's negligence.