

TERMS AND CONDITIONS OF HIRE OF PRINCE HENRY CENTRE (“CENTRE”) FOR EVENT / FUNCTION

1. APPLICATION TO HIRE

- 1.1. A Hirer or duly authorised representative of a Hirer organisation must complete and sign the requisite application form (“the Application Form”) and pay all monies then required by means of a security bond or otherwise to make a valid booking (“the booking”) for an event / function to take place at the Centre (“the event / function”).

2. FEES AND CHARGES

- 2.1. The Hirer must pay in full all fees and charges as detailed on the Application Form no later than twenty eight (28) days before the date of the event / function to Council’s Centre Manager. If payment is not so made then the booking shall be forfeited in which event the Hirer will have no rights to compensation and Council shall be at liberty to otherwise hire or use the Centre on the date of the event / function.
- 2.2. Council reserves the right to impose additional charges for use of the Centre for the event / function otherwise than as detailed in the Application Form.
- 2.3. Fees and charges as detailed on the Application Form are current for the remainder of the financial year ending 30 June. If the event / function is booked to take place in the following financial year, Council reserves the right to increase those fees and charges commensurate with economic / cost of living adjustments and duly notify the Hirer in writing of those increases no later than two (2) months before the date of the event / function IN WHICH EVENT the Hirer shall be liable to pay the increased fees and charges within twenty eight (28) days of the date of the event / function failing which the booking shall be forfeited in accordance with Clause 2.1 above.

3. SECURITY BOND

- 3.1. If a security bond is detailed on the Application Form it must be paid when the application is made.
- 3.2. Council will hold the bond until the event / function is completed (unless the booking is cancelled or forfeited.)
- 3.3. At a reasonable time after the event / function has taken place, Council will refund the Hirer the security bond less the cost (if applicable) of rectification of any damage to property of loss, dispatch of NSW Fire Services by fault of the hirer and or any additional charges.

4. CANCELLATION AND FORFEITURE OF BOOKING BY HIRER

- 4.1. The Hirer may cancel the booking without penalty PROVIDED the Hirer gives not less than six (6) months notice in writing to the Centre Manager before the date of the event / function in which event the security bond shall be refunded in full to the Hirer.
- 4.2. If the Hirer cancels the booking by giving notice in writing to the Centre Manger not less than three (3) months before the date of the event / function then the Hirer shall forfeit one half of the security bond and the Hirer shall only be entitled to a refund of one half of the amount of the security deposit.
- 4.3. If the Hirer cancels the booking by notice in writing to the Centre Manager given less than three (3) months but more than twenty eight (28) days before the date of the event / function then the Hirer shall forfeit the whole of the security bond to Council.
- 4.4. If the Hirer cancels the booking within twenty eight (28) days prior to the date of the event / function then the Hirer will forfeit the security bond to Council AND Council will retain one half of the paid fees and charges as a cancellation fee AND the Hirer shall not be entitled to claim compensation or damages from Council.

5. CANCELLATION BY COUNCIL

- 5.1. If for reasons beyond the control of Council and through no fault on the part of the Hirer (its contractors, employees or invitees) the event / function is cancelled or is unable to be accommodated in the Centre on the day for which the event / function has been duly booked by the Hirer then the Council shall refund in full to the Hirer all monies paid by way of fees, charges, security bond and the like BUT the Council shall not be liable to pay any additional monies to the Hirer for damages, loss or compensation.
- 5.2. If at anytime the Hirer (its contractors, employees of invitees) is materially in breach of one or other of these terms and conditions then Council may in its absolute discretion cancel the booking and refund to the Hirer the balance of any fees and charges and security bond paid by the Hirer for the booking after deduction there from of any monies payable to Council for loss and damage as a consequence of the breach.

6. CATERING

- 6.1. It is the responsibility of the Hirer to enter into a separate contract with a Caterer for the supply and service of food / beverages at the function / event, Council does not and will not accept any liability with respect to any matter that is OR should be the subject of contractual arrangement between the Hirer and their Caterer AND without limiting the generality of this exclusion it shall include:
 - the quality, quantity, selection, presentation of food / beverages and service thereof.
- 6.2. The Hirer must ensure their caterer is registered and follows NSW Health guidelines.

6.3. The cost of catering is a separate contractual matter between the Hirer and their Caterer and that cost is not included in the Fees and Charges payable by the Hirer to Council for the hire of the Centre.

6.4.1 The provision of liquor at any event / function licensed or otherwise remains at the discretion of the Centre Manager.

Self Catering

6.5.1 If an event / function is self catered, the Hirer shall be responsible to observe and comply with all rules of the Centre concerning the use of the Centre's food preparation, storage and servery areas.

6.5.2 The Hirer must leave the Centre's food preparation, storage and servery areas in a clean and tidy condition at the conclusion of the event / function and must remove all excess food stuffs, and equipment brought into the Centre and properly dispose of all rubbish falling which the Hirer will be liable to the Council for the cost of cleaning and / or removal of excess food stuffs and rubbish disposal.

6.5.3 The Council will not accept any liability with regard to food supply, storage, preparation for an event / function that is self catered by the Hirer.

6.5.4 The sale of food or beverages at a self catered event is strictly PROHIBITED.

7 SECURITY GUARDS

7.1 If the event / function is of a nature that requires security guards to be on duty (and all event / functions where alcoholic beverages are supplied to persons for consumption do require security guards) THEN the Hirer must contract with one of the Council's nominated security service providers to have the required number of security guards at the Centre for the times specified before, during and after the event / function.

7.1 The Hirer or any contractor of the Hirer shall not be permitted to appoint nor engage any security guards or like personnel other than through one of Council's nominated security service providers.

7.3 At all times the security guards whilst on duty at the Centre shall act in accordance with all reasonable directions given by the Centre's supervisor then on duty.

8 HOSPITALITY PERSONNEL

8.1 It is the responsibility of the Hirer to ensure that hospitality personnel are suitably trained and are comprehensively covered by insurance for damages and loss occasioned by injury or misadventure in any way connected with their attendance at the Centre to perform services AND the Hirer must indemnify the Council against all claims for such loss or damage.

9 SUPERVISION

- 9.1 The Council will appoint at least one (1) supervisor to be on duty for the duration of the event / function.
- 9.2 The Hirer and the Hirer's contractors (including caterers and suppliers) and their respective representatives, employees and invitees must all obey the reasonable instructions given by the supervisor(s) who shall have the right to step-in and take control of the management of the event / function should the need arise due to unruly behaviour, accident or emergency.
- 9.3 The Hirer must appoint as least one (1) person to be the Hirer's contact person for the event / function. The contact person is required to be present throughout the duration of the event / function.
- The name, telephone number and relevant contact details of the contact person must be supplied by the Hirer to the Centre Manager and the Supervisor at a reasonable time prior to the event / function.
- 9.4 The Hirer is responsible to supervise the conduct of all persons attending the Centre at the direction, arrangement, request or invitation of the Hirer.
- 9.5 The Hirer is responsible to ensure that all minors attending the Centre for the event / function are adequately supervised by an adult at all times.

10 CENTRE AND ACCESS

- 10.1 Council reserves the right at all times to manage the Centre as it deems fit and without limiting the generality of this right it shall include:
- (i) the right at all times to enter and inspect any part of the Centre irrespective that the event / function may be in preparation or in progress;
- (ii) control and direction as to:
- means of pedestrian or vehicle access, ingress and egress to the Centre and its surrounds;
 - opening and closing times of the Centre;
 - restriction on numbers of persons attending the Centre;
 - refusal of admittance by persons to the Centre.

This right shall vest in the Centre Manager and the Council appointed supervisor for the event / function.

11 EXTERNAL SUPPLIERS OF SERVICE AND / OR EQUIPMENT

- 11.1 Only parties specified in the booking as external suppliers of services and equipment shall be permitted to enter or deliver / install operate equipment within the Centre.
- 11.2 At times specified in the booking, the external suppliers of services and / or equipment for the event / function shall be granted reasonable access to the Centre to provide the services and / or deliver, install, operate equipment. This access is to be arranged through the Centre Manager or Council supervisor and the Hirer's nominated contact person as referred to in Clause 9.3.
- 11.3 All externally provided services and equipment must be compatible with the polices, facilities and operation of the Centre and the Council reserves the right to stop the use, installation and operation of any service or equipment that is incompatible with the policies, facilities or operation of the Centre (or any part of the Centre.)
- 11.4 All personnel providing external services and / or equipment are at all times required to follow the reasonable directions of the Centre Manager and Council supervisor; failing which such personnel may be excluded from the Centre in which event the Council shall not be liable for any claim for compensation, loss or damages.

12 EVENT / FUNCTION CONCLUSION

- 12.1 All events / functions **MUST CONCLUDE WITHOUT EXCEPTION** by 12 midnight on Friday and Saturday and by 10.00pm Sunday to Thursday.
- 12.2 The Hirer must specify in the booking the time of day that the event /function is to conclude. If the event / function continues beyond the specified finishing time **THEN** the Hirer will incur and be liable to pay Council a late fee equivalent to the hire fee plus 50% (fifty percent) calculated at an hourly rate for each hour or part thereof that the event / function continues past the specified time for conclusion.

13 ORDERLY CONDUCT OF EVENT / FUNCTION

- 13.1 The Hirer in booking the event / function is deemed to accept that the Centre is located within a residential community and consequently the event / function must be conducted in such a way to minimise adverse social impacts of excessive noise and antisocial behaviour. If necessary police may be called to control the conduct of persons or remove persons from the Centre and its surrounds in which case the Hirer and the Hirer's contractors, employees and invitees must fully co-operate with the police.
- 13.2 In the event of an emergency the Hirer and the Hirer's contractors, employees and invitees must not hinder the access of emergency personnel, fire brigade, ambulance and the like to and from the Centre.

- 13.3 The Hirer is responsible to ensure that persons leave the event / function in a quiet and orderly fashion and in so doing obey the directions of the supervisor and security guards.

14 ALTERATIONS AND ADDITIONS

- 14.1 The Hirer must not without the prior express permission in writing of the Centre Manager make any alteration or addition to the structure of the Centre nor any facilities, equipment, furnishings of the Centre nor decorate the Centre in anyway.

15 ADVERTISING AND SIGNAGE

- 15.1 The Hirer shall not be permitted to erect or display any signage on, in or around the Centre without the prior written approval of the Centre Manager.
- 15.2 The Council reserves the right to have the Centre Manager or supervisor remove signs and display items that are not approved or do not meet Council requirements.
- 15.3 Material that is not designed to promote the event / function which features or makes reference to the Centre must first be approved in writing by the Centre Manager before it is printed, displayed or distributed.
- 15.4 Use of material that is considered to be inappropriate, offensive or of poor quality will not be approved and may be confiscated by the Centre Manager or Supervisor.

16 CENTRE TO BE RESTORED TO SATISFACTORY STATE

- 16.1 At the conclusion of the event / function or as soon as practicable thereafter and consistent with the times specified in the booking the Hirer shall cause the Centre to be restored and cleaned to the state it was in prior to the Hirer and / or the Hirer's external service suppliers gaining access to the Centre to prepare for the event / function and the Hirer shall remove or cause to be removed from the Centre all equipment, furnishings, decorations, signs, goods, containers, crates, packaging, leftover food and beverages and rubbish. For the purposes of this Clause "the Centre" shall mean and include all outdoor areas and carpark areas accessed by the Hirer and / or the Hirer's contractors, employees and / or invitees.
- 16.2 If for any reason the Hirer fails to restore and clean the Centre as required pursuant to Clause 16.1 then the Council may have the Centre restored and cleaned and recover the cost of same from the Hirer AND in which case the Council will not accept any claim for loss or damage of any item or thing belonging to the Hirer or any contractors, employee or invitee of the Hirer.

17 PHOTOGRAPHY, RECORDS AND BROADCASTING

- 17.1 The Hirer must obtain the express approval in writing of the Centre Manager before any photographs, visual or sound recordings or broadcastings are made in or around the Centre whether or not related to or forming part of the event /

function. Council reserves the right to stop any photograph, visual or sound recording or broadcasting that is not approved or is not in keeping with the presentation standards of the Centre or may impact adversely upon the amenity of the Community.

- 17.2 By hiring the Centre, Hirers consent to the Centre or third parties it appoints or approves photographing, filming and taping at the venue. The Centre or such third parties may broadcast, publish, license and use any photographs, film, recordings and images of the Centre and guests without compensation.

18 SUSTAINABLE EVENT STRATEGY

18.1 ‘Events have a minimal impact on the natural environment and embrace the notion of environmental sustainability’

18.2 ‘Events maximise opportunities to be water wise, waste wise and energy wise’

Note: Refer to appendix 1.

19 RESTRICTIONS

19.1 Smoking is not permitted in the Centre and in areas marked “no smoking” around the Centre.

19.2 Animals with the exception of guide dogs for the visually impaired are not permitted in the Centre nor may animals be tethered to outside perimeter fittings.

19.3 Candles may only be used for table or other decorative purposes in and around the Centre but only if prior to the event / function express approval in writing is given by the Centre Manager.

The Council reserves the right for the Centre Manager or Supervisor to remove and confiscate candles that are not approved or pose a risk or hazard.

19.4 Dangerous Goods including flammable substances and weapons must not be brought into the Centre under any circumstances unless the Hirer has first obtained the express consent in writing to do so by the Centre Manager BUT notwithstanding that consent, the Council reserves the right to remove any dangerous goods from the Centre should a risk or hazard emerge.

19.5 Smoke Machines, Steam Cleaners and or Steam Irons are not permitted in the Centre.

19.6 Jumping Castles are not permitted in the Centre including outdoor areas and car parks.

20 HIRER LIABLE FOR CONTRACTOR AND EMPLOYEES

20.1 The Hirer is vicariously responsible and liable for all actions and omissions on the part of the Hirer’s contractors, agents and / or employees in anyway connected with the event / function and / or hire and / or use of the Centre and its surrounds.

21 INDEMNITY

- 21.1 In booking the Centre for the event / function the Hirer agrees to indemnify and keep indemnified the Council against all loss and damage arising from or in anyway connected with the event / function (whether or not the event / function takes place) except for loss or damage that is caused by the negligence of Council its contractors or employees AND the Hirer releases the Council from all claims for loss and damage but for any proven negligence on the part of Council its contractors or employees.

22 INSURANCE

- 22.1 If the Hirer is required to hold public risk insurance cover for the event / function then the policy of insurance must:
- (a) be taken out with a reputable insurer;
 - (b) be for an amount of not less than \$10,000,000.00;
 - (c) cover the event / function and pre and post event attendances at the Centre for event preparation and clean up respectively; and
 - (d) note Council's interest thereon.

23 NO ASSIGNMENT

- 23.1 The booking to hire the Centre for the event / function is exclusive to the Hirer. The Hirer has no right to either assign or transfer the booking nor hire of the Centre.

24 VARIATION

- 24.1 All variations to the booking or the terms and conditions of the hire of the Centre for an event / function must be recorded in writing between the Centre Manager and the Hirer.
- 24.2 Fees and charges as quoted for the booking remain current for the financial year in which the booking is made thereafter the fees and charges may be subject to price rise in which event the Centre Manager must as soon as practicable notify the Hirer in writing or any variation to the fees and charges as quoted.

25 NOTICES

All notices required to be given pursuant to these Terms and Conditions must be in writing and either posted or faxed to the Centre Manager and / or the Hirer as the case maybe to the address / facsimile number stated on the Application Form for the booking.

All references to "months" in these Terms and Conditions shall be interpreted to mean "calendar months."

APPENDIX 1

SUSTAINABILITY AT THE PRINCE HENRY CENTRE

The Prince Henry Centre embraces sustainable practices and has been designed and constructed with environmental sustainability features including roof top garden for insulation, cross flow ventilation, maximised natural lightings, solar energy panels, rain water tanks, LED lighting and timers, native gardens and we are committed to reduce, reuse and recycle practices.

Laissez Faire is the Prince Henry Centre's exclusive caterer with well established environmentally sustainable practices including the donation of excess food to Oz Harvest.

SUPPORTING SUSTAINABILITY

You can assist by implementing some of these small gestures:

1. Use electronic methods of communication to reduce paper use
2. Encourage guests to reuse coffee cups, glasses and crockery
3. Collect and reuse name tag pouches
4. Use double sided printing options where appropriate
5. Separate recyclable waste where possible
6. Use tap water for drinking and hydration
7. Consider environmentally friendly gift bag options or alternatives

TRANSPORT

The Prince Henry Centre is proud to be the first local government venue with a complimentary Electric Vehicle Charge Point for guests to use while visiting. Pre-booking may be required.

If you are travelling by public transport from Central Station, catch bus 393 directly to Little Bay or alternatively 391 to Kensington connecting on a L94 bus to Little Bay. Please visit www.sydneybuses.com.au for further travel information.

We also provide outdoor and undercover bike racks for cycle enthusiasts.