

Hall Hire Policy

Adoption Date:
01 September 2020

Review Date:
January 2025

Version:
11

Responsible Department:
Customer & Compliance

TRIM Document Number:
D05173713

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1. Policy Objective

The purpose of the Hall Hire Policy is to set out guidelines for the hire of Council Halls to the public.

2. Aims of Policy

The *Hall Hire Policy* enables Council to:

- Recognise the value and benefits of services and activities organised by hall hirers to the community.
- Support organisations in the delivery of services to the community.
- Provide for equitable, transparent and accountable processes in determining and allocating Council's public halls.
- Provide satisfactory conditions, controls and regulations for the hire and use of Council Halls

3. Policy Statement

This policy applies to the following public halls:

- A. Burnie Park Community Hall
- B. Clovelly Senior Citizens Hall
- C. Coogee East Ward Senior Citizens Hall
- D. Malabar Memorial Hall
- E. Maroubra Senior Citizens Hall
- F. Matraville Youth & Cultural Hall
- G. Totem Hall
- H. Kensington Park Community Centre
- I. Randwick Town Hall (see Appendix 1 for conditions specific to the hire of the Town Hall)

4. Definitions

<i>Council</i>	means Randwick City Council.
<i>Commercial user</i>	means for-profit individuals, organisations or businesses which charge fees for the activities held.
<i>Private user</i>	means any person using the hall for private purposes.
<i>Not for profit</i>	means non-profit entity (evidence of constitution including not for profit clause).
<i>Charity</i>	means charitable entity (evidence of Endorsement as an Income Tax Exempt charitable entity).
<i>Regular hirer</i>	means any individual, business or organisation that hires the hall 12 or more times per annum.

Casual hirer means any individual, business or organisation that hirers the hall less than 12 times per annum.

5. Strategic Focus

Randwick City Council has a number of remotely managed halls that are available for hire by individuals, community and other groups within the City of Randwick. While it is possible for non-residents and groups based outside the City of Randwick to book these halls, the primary focus and preference is given to supporting the local community.

6. Pricing

The pricing structure applied to the hire of halls is set down in the annual Pricing Policy and Statement of Fees & Charges.

The pricing structure provides for discounts for charitable groups and organisations. Parties claiming not for profit or charity rate must provide prior to hire, a Notice of Endorsement for Charity Tax Concessions from the Australian Taxation Office or a copy of their Associations Certificate of Incorporation and/or constitution.

Hall hire fees are reviewed and approved annually by Randwick City Council as part of the annual budget process. All fees and charges are publicly advertised twenty eight days prior to implementation.

7. Terms & conditions

Hirers of the halls must sign and return the terms and conditions attached to the hire application before agreement to the hire is granted by Randwick City Council.

8. Use of facilities

Halls may be used for purposes such as birthday parties, exercise classes, playgroups, religious meetings, dance groups, private functions, community education programs, fund-raising activities, seminars, conferences, training programs, digital film screenings (subject to copyright provisions) or other cultural events or celebrations.

Burnie Park Community Centre

Amplified music is prohibited in this hall.

Kensington Park Community Centre

Simultaneous peak use of the two halls shall be avoided to minimise the impact on kerb side parking. Hirers using caterers are restricted to booking Hall 1

Matraville Youth & Cultural Hall

All windows and doors must be closed when capacity exceed 80 people with music. No speakers are permitted to be located outside the building. No more than 40 people may congregate on the covered outdoor area at any time. Users must exit the premises quietly and quickly.

9. Permitted Hours

This permitted hours of operation for the halls are:

- a) Burnie Park Community Hall – Mon-Fri 9am-8:15pm, Sat & Sun 10am-6pm
- b) Clovelly Senior Citizens Hall – Mon-Sun 8am-9pm
- c) Coogee East Ward Senior Citizens Hall – Mon-Sun 8am-9pm
- d) Malabar Memorial Hall – Mon-Sun 8am-9pm
- e) Maroubra Senior Citizens Hall – Mon-Sun 8am-9pm
- f) Matraville Youth & Cultural Hall – Mon-Sun 8am-9pm*
- g) Totem Hall – Mon-Sun 8am-9pm
- h) Kensington Park Community Centre– Mon-Sun 8am-9pm
- i) Randwick Town Hall – Mon-Sun 7am-2am

** Initial trial period of 12 months from the commencement of use. At the expiration of the trial period, the hours and days of operation are to be reviewed and if appropriate, revised by Council.*

10. Out of hours usage

The halls must be used in line with the approved hours of operation as detailed on the hall hire application and conditions of usage form. Access to facilities outside approved hours is prohibited. Fees may be charged if facilities are accessed outside the confirmed booking times.

11. Security services & Staff call out

Costs for Security firm or Council staff after hours attendance, due to hirers negligence shall be recoverable.

12. Display of material

Any display of material by any group must be approved beforehand in writing by Randwick City Council's Hall Hire Officer. Groups may only display material in areas specifically identified for this purpose.

13. Cleaning

Hirers must return the facility in a clean and tidy condition. Hirers are responsible to remove all rubbish from the site unless otherwise advised. No food or drink is to remain in the facility outside the approved booking hours.

14. Storage of material

Any storage of material by any group must be approved beforehand in writing by Randwick City Council's Hall Hire Officer. Facilities are multipurpose and areas are to be shared by all hirers. No exclusive use of cupboards or areas is permissible. Any locks or chains placed on cupboards will be removed by Council.

15. Timing of Bookings

A minimum of 15 minutes will be allowed between bookings. A minimum hire period of 3 hours applies to all casual hire.

16. Smoke Free

Council's halls are public buildings and are smoke free in accordance with the *Smoke-free Environment Act 2000*. Smoking is prohibited in and around Councils facilities

17. Alcohol

The service or consumption of alcohol in Councils halls is only permitted when Council approval has been granted to the hirer. This will require the hirer to comply with additional conditions based on determined level of risk.

18. Security

At Council's discretion, security guard services may be required for any function proposing to sell, supply and/or consume alcohol on the premises. Proof of engagement of security services must be provided to Council before confirmation of hall hire can be made.

19. Payments

Payment of hall hire fees can be made prior to each booking on line by BPoint, or by cash, or EFTPOS at Randwick City Council Administration Building, 30 Frances Street, Randwick from Monday to Friday, 8.30am – 5.00pm.

Non-payment of hall hire fees and invoices will result in the cancellation of future bookings.

20. Security Deposit

All hall hirers are required to pay a security deposit as determined in the Fees & Charges.

Hirers are responsible for the replacement or repair cost of all damages to the Halls, furniture, fixtures and fittings.

Refund of security deposits are subject to full compliance with the terms and conditions including payment of fees & charges. Security deposits are refunded through the Randwick City Council finance system and take a minimum of 28 days to be processed.

The security deposit will be claimed if the facility is not returned in a clean and tidy state, if any damage occurs, if the premises is left unsecured, or if the key or security pass is lost or not returned.

21. Insurances

All regular hall hirers must provide evidence of their current public liability coverage in the sum of \$20,000,000.

All casual hirers (not being a sporting body, club, association, corporation or incorporated body) are covered by Council's casual hirers' liability.

All casual sporting bodies, clubs, association, corporations or incorporated bodies must provide evidence of their current public liability coverage in the sum of \$20,000,000.

Hirers must provide copies of caterer's current public liability coverage in the sum of \$20,000,000.

22. Workplace health & safety

Any hazard, incident or injury to people should be reported within 24 hours to the Council's Hall Hire Officer.

In the event of an injury or condition requiring an ambulance, contact emergency services on 000.

In the event of an emergency, contact 000

The contact telephone number for Council is 1300 722 542 or after hours 1800 429 041.

Any hazard or damage to property should be reported within 24 hours to Council's Hall Hire Officer.

BBQs, jumping castles and inflatable devices are prohibited in Council halls.

23. Evacuation procedures

Each hirer must make themselves aware of the evacuation procedures for the halls.

Any hazard, incident or injury to people should be reported within 24 hours to the Council's Hall Hire Officer.

24. Points of reference

- *Crown Lands Management Act 2016 & Crown Land Management Regulations 2018*
- *Local Government Act 1993*

- Randwick City Councils Pricing Policy for Fees & Charges
- Randwick City Council Community Facilities Management Policy
http://www.randwick.nsw.gov.au/__data/assets/pdf_file/0018/25920/Community-Facilities-Management-Policy.pdf
- Randwick City Council Plan of Management for Community Land – Council Owned & Crown Reserve
- Independent Liquor Gaming Authority
<http://www.ilga.nsw.gov.au/liquor/Apply-for-a-new-liquor-licence/forms>
- Randwick City Council Development Application DA/87/2015. Cond. 57.
- Randwick City Council Development Application DA/576/2021. Cond. 62, 83, 84, 85, 86, 87, 88.

Appendix 1 Terms & conditions specific to the hire of the Randwick Town Hall

The hiring of the Randwick Town Hall is subject to the following terms and conditions of hire:

- 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.
- 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.
- 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. 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.
- 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.
- 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 2.
- The bringing into the Hall or Foyer or the use therein of chewing gum, fireworks or any other article deemed by Council's authorised officer to be objectionable and smoking is expressly prohibited.
- Spirituous liquors shall not be brought into the Hall or Foyer unless the approval of the General Manager and of the Police Department has first been obtained. All such approvals must be finalised at least two days prior to the date of the engagement, otherwise permission to have spirituous liquors may be refused. Hirers of the Hall must not under any circumstances allow their patrons or themselves to open or consume in the Foyer any spirituous liquors, cordials or other drinks or to take or use in the Foyer any form of liquid or other refreshments.
- 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.
- The Hall and Foyer 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.
- Caterers or other persons using the Kitchen must leave the same in a thoroughly clean condition. All goods or properties required by Caterers 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.
- 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.

- Hirers requiring or using any of Council's tables 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.
- No connection to or interference with the 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.
- At any function, 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.
- Any person hiring any portion of the Hall shall have the right if he/she so desires to arrange with any person to take photographs at this function.
- If all fees and bonds are not paid in full at least two (2) weeks prior to the proposed use, the tentative booking will be cancelled and the Hall may be re-let 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.
- **CANCELLED ENGAGEMENTS** – In the event of any cancelled booking of the Town Hall, a fee of **\$50.00** will be retained and the balance refunded, provided that if a further booking has been refused because of a subsequently cancelled booking, the whole of the hiring fee will be retained. (222/1986 – 27/5)

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