

TERMS AND CONDITIONS OF HIRE COMMUNITY HALLS AND MEETING ROOMS

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Terms and Conditions of Hire - Community Halls and Meeting Rooms

1. GENERAL CONDITIONS OF HIRE

- 1.1 Applications for hire must be received 28 calendar days prior to the actual date of the function/event.
- 1.2 Council will assess all applications and respond to the Hirer within fourteen (14) calendar days from the receipt of the completed application form. All fees will be requested to be paid within fourteen (14) calendar days of the Hirer being informed that his/her application has been approved.
- 1.3 No tentative bookings will be accepted.
- 1.4 Council facilities will only be hired to applicants that are at least 21 years old, unless otherwise approved by Council. Proof of age may be requested.
- 1.5 The Hirer must only use the facility for the purposes stated in the Application for Hire Form.
- 1.6 Bookings on behalf of a third party will not be accepted.
- 1.7 The premises shall not be assigned or sublet to a third party or used for Commercial Purposes unless the Council has given prior written approval.
- 1.8 The Hirer must acknowledge that use of a facility is at the Hirer's own risk.
- 1.9 Council reserves the right to refuse any booking and to cancel a booking already made for whatever reason i.e. if Council decides such cancellation is desirable in the public interest or because of any industrial dispute etc. With such cancellations, Council will refund the Hirer any monies paid. The Council will not be liable for any loss, injury or damage or otherwise in consequence of the exercise of any right stated under this agreement, including the right of cancellation.
- 1.10 The Hirer acknowledges that legislation exists at State and National level, which makes acts of discrimination, vilification, incitement, offensive conduct and public disorder unlawful. The Hirer makes a commitment to ensure there is no vilification, discrimination or incitement of hatred or violence against any person or persons based on age, gender, religion, race, ethnicity, culture, sexuality, sexual preference or physical or mental ability by any speaker at the event. If the Hirer breaches this condition then the bond paid will be forfeited and the Hirer precluded from any future hiring of Council halls.
- 1.11 All windows and doors are to be locked at the end of the hire period. All lights, fans, air conditioners and cooking equipment are to be turned off.
- 1.12 Council will allow bookings to be made for a period of up to two (2) financial years ahead. Adjustments will be made to the Hire fee according to Council's Fees and Charges each financial year.

2. START AND FINISH TIMES

- 2.1 All Council Halls and Meeting Rooms (except for the Auburn Centre for Community) are available for hire throughout the year as follows:
 - 9.00am - 10:30pm - Sunday to Thursday; and
 - 9.00am - 11:00pm - Friday and SaturdayThe Auburn Centre for Community is available for hire throughout the year as follows:
 - 9.00am - 10:00pm - Sunday to Saturday
- 2.2 A two (2) hour minimum hire applies to all Council premises.
- 2.3 If the booking is made for less than four (4) hours, no free usage of the premises will be allowed for set up time. Hirers should take this into consideration when making a booking.

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- 2.4 Bookings of a minimum of four (4) hours will be permitted a set up and clean up time of ½ hour prior to and after the function at no extra cost. Should further additional time be required, a charge at the standard hourly rate will apply.
- 2.5 The hire times must be strictly adhered to as declared on the Hire Application Form. If an extension of time is required, Council is to be advised in writing at least 10 working days prior to the function and any additional payments shall be made at that time if the facility is available.
- 2.6 Hirers must leave the premises in a clean condition with all non Council equipment removed, and no later than the time specified on the hiring agreement. **No Hirer shall return to clean the next day.** Failure to leave the premises at the specified time could result in the loss of bond.
- 2.7 Council's Rangers may conduct inspections of the premises and are not to be restricted from access to the building in any way.

3. CONFIRMATION OF BOOKING

- 3.1 No booking will be confirmed until a completed application form has been returned to and assessed by Council and the appropriate hall hire fee and bond has been paid.
- 3.2 Council will formally confirm a booking in writing and provide a letter of proof of the booking and payment.

4. FEES & CHARGES

- 4.1 The Hirer will pay the hire fee and the bond as set out in Council's Schedule of Fees and Charges, as amended from time to time.
- 4.2 The amount of hire fee must be paid within fourteen (14) calendar days after the application has been assessed and approved. Council reserves the right to impose special conditions and to fix a hire charge considered to be reasonable if it considers that the nature of the function is not covered by the Schedule of Fees and Charges.
- 4.3 The Hirer will be held responsible for the cost of the repair of any damage or breakage during the term of the hire to any part of the premises, fittings or furniture, appliances or apparatus.
- 4.4 Cost of replacing or repairing any damage to the hall or fittings therein caused as the result of the hire or by any person present at such function will be deducted from the bond paid.

5. BONDS & REFUNDS

- 5.1 The bond (less any charges accrued associated with the hire) will be refunded to the hirer within 30 days from receipt of the completed Bond/Refund application form subject to:
- the premises being left in a clean and tidy condition.
 - no structural damage to premises, fittings or equipment being caused.
 - no additional usage of the facilities beyond the original hire arrangement.
 - the key/access card being returned no later than the first day of business after usage.
 - compliance with all other Conditions of Hire.
- 5.2 The cost of the Council making good any non-compliance with these conditions will be deducted from the security bond. If the cost exceeds the bond paid, an invoice will be sent to the Hirer for payment.
- 5.3 At its own discretion, Council may accept a bank guarantee in lieu of a cash security bond.
- 5.4 Council requires schools to provide an indemnity in lieu of a bond when using Council facilities. The indemnity must include a statement from the school principal/ person in

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authority stating that the school will ensure that the facility is maintained in its current state and that it will accept responsibility for any damages caused.

- 5.5 In exceptional circumstances, Council may agree to waive the bond for local community groups.

6. CANCELLATIONS & TRANSFERS

- 6.1 All cancellations or transfers of bookings should be forwarded to Council in writing.

- 6.2 If a booking is cancelled or transferred:

4 weeks prior to the function:	Council will refund all fees paid
Between 2 & 4 weeks:	20% of hire fees will be forfeited
Less than 2 weeks:	50% of hire fees will be forfeited

7. NO SHOWS

- 7.1 If the Hirer does not use the facility at the time and on the date approved by Council and in the opinion of Council the facility was fit for use, the total hire fee will be forfeited.

8. REVIEW OF REGULAR USE

- 8.1 If Council gives approval for a Hirer to use a facility on a regular basis and the group fails to use the facility on the dates agreed without notifying Council, Council reserves the right to revoke the approval.

- 8.2 All bookings will be reviewed on an annual basis and Council reserves the right to revoke the approval.

9. RELOCATION

- 9.1 In exceptional circumstances, Council reserves the right to cancel a booking or relocate a Hirer to an alternate facility if the facility is required for an election, emergency operation or any other Council activity or business. Where bookings are cancelled, Council will refund any fees paid.

10. CALL OUTS/OUT OF HOURS SERVICE

- 10.1 Operational difficulties concerning the hired premises that occur outside normal office hours should be directed to Council's 24 hour call out service on 9735 1222.

Difficulties specifically related to the Auburn Centre for Community can be referred to the Centre Coordinator on 0428 988 559 or Council's 24 hour call out service on 9735 1222.

- 10.2 Call out charges will apply if they relate to the misuse of the facility or errors made by the Hirer. For example, a Hirer may be charged a call out fee if Council is required to open a facility because the Hirer forgot to pick up the key. The call out fee will be charged as per Council's Schedule of Fees and Charges. This fee will be deducted from the bond prior to releasing the balance to the Hirer.

11. ATTENDANCE & FACILITY CAPACITIES

- 11.1 Fire regulations determine the number of people allowed in any community facility at any one time. The Hirer must ensure that this capacity is not exceeded. Details on the capacity of each facility are located on the Application Form for hire and on the Council web site.
- 11.2 Council's Rangers or their agents may undertake attendance audits to ensure compliance.

12. KEYS AND ACCESS CARDS

- 12.1 Keys and/or access cards are issued to Hirers for **Lidcombe, Newington and Regents Park** Community Centres and the **Auburn Centre for Community**.

Council staff will open the **Auburn Town Hall and Civic Centre** between 8:30am and 4:30pm. Out of these hours, the caretaker or Council Rangers will open the facility.

- 12.2 Keys/access cards must only be picked up by the Hirer or a nominated person who is twenty one (21) years or older. The Council is to be advised prior to the function date of the nominated person. Keys/access cards are only to be used to access the facility during the times booked.

- 12.3 Keys/access cards for the **Lidcombe, Newington and Regents Park** Community Centres must be picked up between 8.30am and 4.00pm on the day of hire from the Council's Customer Service Centre. **If the function falls on a Saturday, Sunday or Public Holiday, arrangements should be made to ensure that the key is picked up on the last working day prior to the hire date.**

Access cards for the Auburn Centre for Community must be collected from the Centre during business hours at a mutually agreed time prior to the Hirer's use.

- 12.4 Failure to pick up keys/access cards during the hours stated will result in a fee being charged and/or the booking being cancelled.

- 12.5 Community Centre keys must be hand delivered to the Customer Service Centre between 8.30am and 10.30am on the first working day following the function.

Access cards must be hand delivered to the Auburn Centre for Community between 8.30am and 4pm on the first working day following the function.

- 12.6 A fee will be deducted from the bond for late return or loss of keys/access cards as per Council's Schedule of Fees and Charges.

- 12.7 It is the responsibility of the Hirer to ensure the key is not passed on to another organisation or individual without the prior written approval of Council.

13. DECORATIONS AND SET UP

- 13.1 Council must be advised of the Hirer's intentions for decorations and of the proposed table layout.

- 13.2 Nails, screws, pins, or any other fastenings including adhesive tape must not be driven into or attached in any way to the walls, floors, timberwork, furniture, fittings, appliances or apparatus. Items may not be fixed to walls by any means other than 'blu-tack' and should be immediately removed, including the blu-tak, at the end of the hire period.

- 13.3 All decorations must be removed from the premises following completion of the function.

- 13.4 Any damage to Council's premises arising from the Hirer's use of decorations will be deducted from the security bond.

14. CLEANING

- 14.1 Hirers are required to clean the premises including kitchen, toilets and any outside areas used and ensure that all rubbish is removed from the premises and placed in the bin/s provided. Excess rubbish is to be placed in plastic garbage bags along side the bin/s, no loose rubbish is to be left behind. **The premises must be left in a clean and tidy condition.**

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- 14.2 Tables and chairs must be cleaned prior to being stacked neatly in the designated areas. Tables and chairs or any other items are not to be dragged across the floor. Where available, the provided trolleys must be used at all times.
- 14.3 Cleaning equipment is not provided at Council facilities. Brooms are supplied but the Hirer will be required to supply their own garbage bags if their rubbish exceeds the bin capacity.
- 14.4 If caterers have used the premises, it is the responsibility of the Hirer to ensure that the kitchen area has been cleaned.
- 14.5 The cleaning must be completed within the hire period. Council will not consider requests to delay cleaning until the day following an event or function.

15. ADVERTISING

- 15.1 The Hirer must obtain Council approval prior to the erection of any advertising/signs outside the premises.

16. ALCOHOL

- 16.1 The sale of alcohol in all Council facilities is prohibited.
- 16.2 Council may consider approving the consumption of alcohol at an event or function at the following premises:
- Auburn Town Hall (consumption of drink and food is confined to the main foyer area and the auditorium unless prior permission is obtained from Council)
 - Lidcombe Community Centre
 - Regents Park Community Centre
 - Newington Community Centre
 - Auburn Centre for Community

subject to the following conditions:

- The applicant agreeing to contact the NSW Police Service, Flemington Local Area Command on ph: 9646 8699 for advice on licensing and the consumption of alcohol.
- The acquisition of an appropriate liquor licence if deemed necessary by the NSW Police Service
- The applicant's assurance that good order will be maintained throughout the function
- The provision of adequate security at the event or function

Note: the Hirer must declare on the Application Form if alcohol will be consumed.

Applicants should be aware that Council Rangers or their agents may carry out regular inspections of events where alcohol is consumed.

Information on the consumption of alcohol and liquor licensing can also be obtained from www.olgr.nsw.gov.au.

- 16.3 It is an offence for alcohol to be served to any person under 18 years of age.
- 16.4 Any event where alcohol is being consumed without approval will be shut down and bond forfeited.

17. NOISE

- 17.1 Sound equipment is not permitted outside the facility.

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17.2 All music and general noise must be kept to a moderate level to avoid disruption to adjoining local residents and other Hirers, and must cease by:

10:00pm - Sunday to Saturday (at the **Auburn Centre for Community**)

For all other facilities:

10:00pm - Sunday to Thursday; and

11:00pm - Friday and Saturday

18. CONDUCT AND SUPERVISION

18.1 The Hirer must ensure that all people attending and/or participating in the Hirer's activities during the hire period conduct themselves properly.

18.2 The Hirer must ensure that children and young people are adequately supervised at all times.

18.3 Hirers must be aware of their responsibilities under the provisions of the Child Protection (Prohibited Employment) Act 1999.

19. YOUTH EVENTS/PARTIES (14 - 18 YEARS)

19.1 All youth events and parties must be supervised by an adult 25 years or older to ensure the safety of guests and the security of the building and surrounding area. Details of the supervisory arrangements must be provided to, and approved by, Council prior to the event.

19.2 Council requires a supervisory ratio of 1 adult (25 years or older) for every 12 guests for all youth events and parties.

19.3 No alcohol is to be supplied or sold at these functions.

19.4 Any event where alcohol is being consumed without approval will be shut down and bond forfeited.

20. LOST PROPERTY

20.1 Where personal items are left at the facility, the Hirer is required to contact Council. The following procedures will apply:

- All items will be removed from the site and placed in safe storage
- In cases where the owner of the property can be identified, he/she will be notified directly and arrangements made for its collection
- In all other cases reasonable efforts will be made to establish to whom the property belongs
- If, after 60 days the owner of the property has still not been identified or the property collected, the items will be handed to the NSW Police Service.

20.2 Council does not accept responsibility for the loss or damage to any personal property.

21. BUILDING SECURITY & BREAK-INS

21.1 Hirers on leaving the premises are to take all responsibility to:

- Secure all windows
- Lock all doors
- Turn off all lights and air conditioning units
- Secure all exits.

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21.2 The Hirer agrees to inform the Police (Ph: 9646 8699) immediately if he/she finds that a facility has been broken into.

22. SECURITY

22.1 In the case of bookings that involve a large number of attendees (i.e. more than 80 people) or events that are considered to be of a high risk nature, the Hirer must ensure that security deemed adequate by Council is provided outside the premises.

22.2 Licensed security is required for all "Open Door" functions (i.e. functions that are open to the public). It is the responsibility of the Hirer to arrange for licensed security to be contracted for such events/functions. Where required, security details are to be provided to Council and approved by the Council prior to the event.

22.3 The Hirer is responsible for the maintenance and preservation of good order during the period of hire.

22.4 Council's Rangers will regularly inspect premises during the period of hire and more frequently from 10pm onwards to ensure good order is maintained and that finish times are adhered to. The cost of Council's Rangers undertaking frequent inspections after 10pm is in accordance with Council's Schedule of Fees and Charges. These costs are to be borne by the Hirer in full, to enable the booking to be confirmed.

23. RISK MANAGEMENT

23.1 The Hirer is obligated to exercise reasonable care for the safety of people attending events at any Council premises.

23.2 The Hirer should be aware that if an incident or injury occurs while they are hiring a facility, they as the Hirer, may be found to be legally liable for any claims arising from the incident or injury.

23.3 Special conditions apply for risk minimisation when using the commercial kitchen at the Auburn Centre for Community.

24. FIRE AND SAFETY

24.1 The Hirer must ensure access is freely available to all stairways, exits, fire escapes and doors at all times. ALL fire exits must be kept free from any obstruction and NOT used as a thoroughfare.

24.2 Any persons using the premises must not:

- expose flame: or
- carry, or have in his or her possession, an explosive, flammable liquid or gas.

24.3 The Hirer is not permitted to take into the premises or use within the premises any type of fireworks, barbecues, other articles deemed to be objectionable, and the placing or throwing of flammable or other items is expressly prohibited.

24.4 The Hirer should familiarise themselves with the positioning of fire exits and fire extinguishers. Fire extinguishers should only be used in case of an emergency. Misuse of this equipment will result in the loss of bond and the discontinued use of Council premises.

24.5 The burning of candles and/or incense as part of a cultural activity or a religious ceremony may be permitted only with the prior written authority of the Council and subject to such conditions as the Council might deem necessary in each case.

For Fire Brigade, Police or Ambulance call Emergency Number 000.

25. FIRST AID

- 25.1 Hirers are encouraged to ensure that adequate medical and first aid equipment is available throughout the duration of the hire period.

26. NOTIFICATION OF INCIDENTS, DAMAGE, INJURY OR EMERGENCIES

- 26.1 All incidents, damage or injury to Council premises/property or other persons must be notified to Council by close of business on the next working day. Notification may be given by telephone on 9735 1222, or in person at Council's Customer Service Department, Council Civil Precinct, 1 Susan Street, Auburn. Notifications must be confirmed in writing.

27. PUBLIC LIABILITY INSURANCE

- 27.1 **Private individuals and unincorporated groups** - Insurance cover is provided for private individuals hiring Council facilities for weddings, birthday parties, engagement parties, family reunions and the like, as well as unincorporated bodies hiring Council facilities for various activities (subject to the specific terms and conditions of the cover). This is covered by Council's Casual Hall Hirers' Liability Insurance' Policy. The premium for this insurance is included in the hiring fee, however if a claim is made the Hirer will be required to pay all costs incurred up to the policy excess amount of \$1,000 which is subject to change (it is the responsibility of the Hirer to clarify this amount at the time of the booking). The Hirer may be liable to meet the full cost of any claim where the Hirer contributes to or knowingly allows activities of any nature to occur which a reasonable person would realise would lead to an injury or claim.

COUNCIL DOES NOT COVER INCORPORATED ASSOCIATIONS OR COMMERCIAL BUSINESS OPERATIONS OF ANY TYPE.

- 27.2 **Incorporated organisations** that hire Council facilities, including community organisations, sporting clubs, educational religious organisations and commercial enterprises must provide Council with evidence, in the form of a Certificate of Currency, that they hold Public Liability insurance cover of at least \$10 million. The Certificate of Currency must:
- Note the interest of Council as the owner of the facility
 - Be signed by or on behalf of the Hirer's insurer
 - Be issued by an insurer listed on the Australian Prudential Regulation Authority's 'Register of Authorised Insurers'
 - Be renewed within 7 days and Council supplied with a new Certificate of Currency if it expires during the period of hire. The hire will be cancelled if Council does not receive the renewal confirmation. **A COVER NOTE IS NOT SUFFICIENT.**
- 27.3 The Hirer agrees to indemnify Council from and against all claims, demands, remedies, suits, injuries, damages, losses, costs, liabilities, actions, and the like arising as a result of negligence on the part of the Hirer, or any other person or group connected with the Hirer's use of the premises.

28. PROHIBITED ACTIVITIES

- 28.1 **SMOKING is not** permitted in any Council premises.
- 28.2 Chewing gum is not to be consumed in any Council premises.
- 28.3 The use of confetti, glitters, sprays, poppers, streamers, powders and rice etc. is not permitted inside the facility or in the surrounding areas.

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- 28.4 Graffiti of any type is not permitted either inside or outside any Council premises.
- 28.5 The Hirer is not permitted to charge or collect money from any person for entry to the facility without the prior written approval of Council.

29. STORAGE

- 29.1 All property belonging to the Hirer must be removed from the facility at the end of the hire period.
- 29.2 No property belonging to the Hirer can be stored on the premises without the prior written approval of Council.

30. BROADCASTING/RECORDING

- 30.1 If the Hirer wishes to transmit or reproduce television visual or sound broadcast, prior written approval must be granted by Council. The Hirer agrees to provide Council with a copy of the appropriate reproduction rights including details of such television, visual or sound broadcast.

31. BREACHES TO THE TERMS AND CONDITIONS

- 31.1 The Hirer must comply with all the above Terms and Conditions of Hire Arrangements. Failure to do so will be regarded as a breach of the Declaration/Acknowledgement located on the Application Form, giving Council the right to:
- sue for the recovery of any amount due in respect of such breach
 - immediately close the function/ activity, and/ or
 - cancel any future bookings

ADDITIONAL TERMS AND CONDITIONS

Additional conditions also apply to the following facilities:

32. Auburn Town Hall and Civic Centre Meeting Rooms

- 32.1 The use of the public address system is included in the hire of the Town Hall subject to arrangements being made at the time of booking. The free use is confined to the lectern and microphone only.
- 32.2 The use of the other sound system facilities may be arranged and an additional fee and bond will be required.
- 32.3 The piano is not to be used or moved without obtaining prior permission from Council.
- 32.4 Where an activity of the Hirer could potentially damage floor coverings e.g. craft work using paints, liquids or other materials, the Hirer must provide suitable protective floor coverings. Any resulting damage will be the responsibility of the Hirer.
- 32.5 Hirers must ensure that their guests do not access any areas other than the foyer, toilets and the area specifically hired.
- 32.6 As food and drinks may only be consumed in the main auditorium and the foyer, Hirers must be prepared to share the foyer with other users for morning teas etc.
- 32.7 Tables and chairs will be set up and removed by Council staff for Hirers of the Exhibition Area.

33. Auburn Centre for Community

- 33.1 Hirers of the commercial kitchen must abide by all the conditions outlined in the 'Conditions of Hire for the Auburn Centre for Community - Commercial Kitchen'.
- 33.1 Hirers of the 'Community Hub' Shared Office space must abide by all the conditions outlined in the 'Conditions of Hire for the Auburn Centre for Community - Shared Office Space'.