



This Document

This document supersedes all previous documents relating to the terms and conditions for hire of Warringah Council's community centres.

The following conditions of use have been developed to protect the Community Centre and to ensure your activity or function runs smoothly with minimum disruption to local residents. Please ensure that you keep these Conditions of Hire for your reference to ensure you are aware of what is required of you as a hirer.

These general conditions and the specific conditions of use for individual centres should be read *in full* as your signature on the Application for Hire and/or your payment on the invoice commits you and/or your group or organisation to accept and honour each condition.

Failure to comply with any of these conditions will result in your booking being stopped by the Council officers and/or the police, and/or the loss of all or part of your bond. The Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

Breaches of terms and conditions of regular and casual hire arrangements, including providing misleading or incorrect information on applications, may result in immediate termination.

YOUR BOOKING IS NOT CONFIRMED UNTIL AN APPLICATION HAS BEEN SUBMITTED AND APPROVED BY COUNCIL AND PAYMENT HAS BEEN RECEIVED IN FULL.

General Conditions Of Use

- a) Hire fees must be paid at the time of booking, all fees include GST.
- b) Council does not allow 18th Birthday Parties, School formals and some Youth age Functions to be held within our centres.
- c) The hirer must be at least 18 years of age-proof of age is required.
- d) Any stated capacity of the centre must not be exceeded at any time.
- e) The hirer must not assign or sublet the premises or any part thereof.
- f) The selling of products from Council's community centres or surrounding grounds for the sale of goods or merchandise is prohibited unless special permission has been granted in writing by Council.
- g) The hirer must not allow any illegal activities to take place in or outside the centre for the hire period.
- h) The hirer must not make any changes/additions/building works to structure or grounds of the centres without prior written Council consent.
- i) The attachment of posters, signage or advertising material of any description to any surface of the centre is prohibited.
- j) It is the responsibility of the hirer to comply with the provisions of the NSW Commission for Children and Young People Act 1998 and the Child Protection (Prohibited Employment) Act 1998.
- k) All statutory rules and regulations of the Australian government and state of New South Wales, in force, shall be strictly observed by the hirer.
- l) It is the responsibility of the hirer to ensure the health and safety of any and all persons in attendance.

Period of Hire

- Minimum hire is 1 1/2 hours.
- Functions are 4 hours minimum.

The hired centre is available only from the booked commencement time of hire. Hirers must allow time for set up, pack up and cleaning in the hire period stated on the hire application form. Where the hired centre is used beyond the period of hire, the hirer will be charged for the additional use. This use will be deducted from the bond at a standard additional hourly rate, rounded up to the nearest whole hour.

Council may propose alternative times and venues for bookings of short duration in order to maximise the availability of the facility for other users.

Security is required for larger functions.

Regular Hirers

Council reviews regular hire arrangements on a yearly basis and regular hirers must apply to Council for new continued use each year.

Council can not guarantee that existing arrangements will be approved in future years due to changes in organisational priorities and the consideration of needs of other applicants.

Council will notify regular hirers in writing during the last quarter of each year to organise use of facilities for the next year.

Criteria for Assessment of Regular Hire

In determining applications for regular use, Council will:

- a) Ensure that proposed use is permissible and compatible with other facility users (where relevant)
- b) Consider the past history of applicants
- c) Consider the accumulative impact of each application relevant to the total management of the facility eg noise, parking etc
- d) Allocate space on a priority basis to activities of the highest benefit to the Warringah community in accordance with Council's social, recreational and cultural objectives and programs.
- e) Ensure that facilities are accessible by multiple users and not dominated by individual groups to the detriment of others

Public Liability Insurance - Regular Hire

Regular Hall Hirers Policy (hirers who hire more than 12 times per year)

These hirers must obtain Public Liability Insurance for their activity and provide the annual updated policy to the Booking Office.

Hirers charging a fee, profit and non profit making groups, registered clubs, community organisations, corporate bodies, and contact sports/activity hirer's must provide their own public liability cover with at least \$10 million indemnity. A copy of this policy or a Certificate of Currency must be provided at the time of booking, or the booking will be cancelled and/or classes/function will not commence until proof of current and appropriate insurance is shown.

Public Liability Insurance - Casual Hire

Casual Hall Hirers Policy (hirers who hire no more than 12 times per year)

Casual hirers are covered under the Hall Hirers Insurance Cover arranged by Council.

Exempt from the Casual Hall Hirers Cover are:

- Profit hirers,
- High risk activities e.g. Contact sports/activity hirers,
- Non profit community groups, activity hirers or regular hirers, using the facilities for more than 12 times per year.

Fees and Charges

All fees and charges quoted are those that apply at the time of booking.

Fees and charges for all centres are determined annually by Warringah Council and regular hirers are notified prior to any increases being implemented.

Cancellation Fees

Hirers must give the Booking Officer 14 days notice in writing of cancellation of bookings. An administration fee will be charged if notification is less than 14 days before the booking.

Bookings

- a) Council reserves the right to refuse any confirmed booking or request, cancel or relocate any hirer to another suitable centre if such action is considered necessary. Regular or casual hirers may be asked to relinquish their booking because of a multi day event, elections, maintenance, clash of hire or to allow better use of all rooms within a community centre. In such cases a minimum of 4 weeks notice will be provided to the hirer.
- b) Must state precisely the type of activity to take place and use the centre for that purpose and for no other.
- c) The hirer is to use only that portion of the centre for which a fee has been paid and to state the number of people to attend. This number is not to be exceeded. (The special conditions applicable to the centre will outline permissible numbers in relation to licensing and other requirements).
- d) Adhere strictly to the agreed hiring hours. **(NOTE - Setting-up and packing up time must be included in the hiring period as access to the centre cannot be granted outside these hours).**
- e) The Booking Officer should be informed immediately in writing of any changes to booking information such as times, contacts, address for invoice etc. An administration fee will apply when a booking has already been confirmed in writing is amended.

Casual Function Hire

- a) A key collection charge will apply to any hirer who loses, forgets, or does not collect a key prior to their function.
- b) The centre keys must be returned the next working day during business hours to the Booking Office, failure to return the key will result in a loss of hirer bond.
- c) **Hirers are required to clean the centre as instructed within the allocated booking time only. If additional cleaning is required hirers are responsible for the full cost (which will be deducted from the bond) in cases where the building or any part of it or the grounds are left excessively dirty.** In the event of a dispute as to whether additional cleaning is required, the decision of Council will prevail.
- d) An extra charge for litter bins/ rubbish collection per bin may apply if additional bins are required.
- e) Confetti, rice or glitter is not to be thrown within the centres and surroundings.

Bond Information

Low Risk

Some regular hirers, small meetings, most small children's birthday parties (under 13 years)

Medium Risk

Most functions, medium to large community meetings, engagement parties, weddings, christenings.

High Risk

Large functions, fundraisers or large events of any description, exhibitions eg, parties, all youth events.

Bookings for Youth Functions Including 21st Birthday Parties

- a) No 18th Birthday Parties, School Formals and some Youth age functions Prohibited.
- b) Youth Function bookings will only be accepted with the approval of Council. Party bookings for youth functions must be requested by parents/guardians or persons over the age of 18 (drivers license must be sighted).
- c) Available centres for youth parties are determined by the number of invitees and availability by Council.
- d) Council will provide additional special conditions for Youth Functions and 21st birthday parties.
- e) High risk bond is applicable.
- f) The hirer must engage a registered security firm providing a sufficient number of security guards (which will be determined by Council), written confirmation must be provided, failure to provide this information will result in the cancellation of booking.
- g) Council will inform the local police station of the event.
- h) Council's Youth Officers will be contacted about the event, a fact sheet with this information is available at the Booking Offices.

Prohibited Items

Barbeques (subject to approval), open flames, fireworks, kerosene or spirit-type lamps are not allowed. Candles may only be used if secured in a suitable stand that minimises risk and prevents wax from dripping on tables or floors.

Total fire bans must be observed in the surrounding grounds of the venue when in force.

Banners and Signs

Council's 'Signs at Community Centre Policy' states that individual signs on Community Centres advertising user groups are not permitted. Temporary banners can only be erected by the hirer during the hire period.

Safety and Accidents

Should an emergency arise after hours, such as power failure, blocked plumbing etc., please phone Warringah Council's 24 hour number 9942 2111. Should an after hours call-out be made to Council for a matter other than an emergency, the hirer may be charged for the call-out time (a minimum of 4 hours labour at approximately \$450.00).

- a) Notify Police immediately if there is any trouble with uninvited guests.
- b) The hirer must familiarise themselves with the emergency exits, fire extinguishers, fire hoses and facility evacuation procedures in case of an emergency.
- c) The hirer must ensure that all exit doors and access to fire equipment are kept clear.
- d) The hirer should fully familiarise her/himself with any safety information provided by the Booking Officer.
- e) The hirer must not place any substance on the floors that would alter the surface.
- f) Any accidents/near accidents should be reported to the Booking Office in writing stating details of when, what, where, who and how and be signed by the person who had the accident (if possible). The report should also include contact names, numbers and addresses of witnesses.
- g) All hirers must supply their own First Aid Kits and ensure they have adequate training to perform First Aid if required. First Aid Kits must not be left on the premises.
- h) No animals are permitted in Council facilities, other than guide dogs for the visually impaired or registered companion animals and official animals of the NSW Police. (Exempt in the case of animal shows and exhibitions but subject to compliance laws)

Indoor Sporting Activities

Council's Community Centres which are hired for a variety of indoor sporting activities including badminton, basketball, futsal, volleyball and netball are not purpose built and are not necessarily compliant with current guidelines in terms of court dimensions and space surrounding the indoor courts. Hirers who use the centres for such activities accept the courts in their current configuration and condition by signing and agreeing to the Terms & Conditions on the Application for Hire form.

Furniture and Equipment

- a) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period. All furniture should be returned to the store room or left where it is found ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment must be carried, not dragged on the floor. Special trolleys are available in most centres.
- c) All electrical equipment brought in by hirers must display a current tag that the item has been tested and tagged by a qualified electrician. This is a Council regulation and any items left in the centre untagged will be removed.

Cleaning

- a) Hirers are required to bring their own cleaning equipment and garbage bags for the rubbish.
- b) Hirers are responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decorations and attachments; mopping up spills and sweeping/static mopping the floor.
- c) Rubbish is to be placed in bins provided. Bin liners are to be tied and full rubbish bags are to be placed in external bins. Should the exterior waste bins be full, the hirer is responsible for removing their waste or any overflow from the centre.
- d) Nappies should be placed in the designated nappy bins only, if a nappy bin is not supplied please remove the nappies from the centre.
- e) The hirer should not attach decorations or any other material to lights and/or light fittings, balloons must be tied down and not allowed to rise to the ceilings otherwise removal costs may be incurred.

Security

Before leaving the premises hirers must:

- a) Ensure the centre is clean and tidy for the next hirer.
- b) Turn off all lights (including in the toilets), heaters, fans, cooking appliances etc.
- c) Check that all doors and windows are locked. If you are the last to leave it is your responsibility to ensure that the centre is secure. If you have problems locking the building, telephone the Booking Office during business hours or 9942 2111 after hours.

Damage / Breakages / Loss of Property

- a) The hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings, contents and grounds. Any damage must be immediately reported to the Booking Office.
- b) Council does not accept responsibility for the loss or damage of hirer's property. Any equipment/property left in Centre storerooms, or in any other part of the Centre, is left at the hirer's own risk.

Parking

- The hirer should ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- Hirers are advised not to leave valuables in car.

Smoke-Free Environment

Council policy prohibits smoking in all Council facilities. The hirer is responsible for ensuring that this policy is adhered to.

Noise, Neighbours and Music

- a) In organising and staging your activity please consider the interests of the centre's neighbours.
- b) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of either a council official or the police will result in your function being stopped.
- c) If commercial recorded music is used in centres by hirers it is the responsibility of the hirer to clear all copyright requirements.
- d) All music or amplified sound must cease at 12 midnight.
- e) Additional conditions relating to neighbours, noise etc. is contained within the Dance Party Guidelines.

Alcohol

- a) Permission may be granted for the consumption of alcohol by those over 18; however hirers are reminded of their legal obligation to ensure that liquor is not sold to or consumed by those under 18 years of age.
- b) If you wish to sell alcohol at your function a temporary liquor licence is required. This is obtainable from the NSW Office of Liquor, Gaming and Racing - phone 9995 0300. www.olgr.nsw.gov.au

Please retain this copy of the Community Centre Terms & Conditions of Hire for your records. Your signature accepting these conditions is required on the Application for Hire form. Hire of a community centre will not be approved without your signature accepting the conditions of hire.