



# INNER WEST COUNCIL

## GENERAL CONDITIONS OF HIRE FOR COMMUNITY FACILITIES AND TOWN HALLS

### BOOKING AND PAYMENT OF FEES

Council requires a minimum of one (1) week to confirm a booking. (note this does not include bookings with a reduced fee or fee waiver application attached) this confirmation may take up to four (4) weeks. Please consider this when submitting your application. A tentative booking will be entered upon receipt of a completed Booking Application Form. Your booking will be confirmed upon receipt of full payment (including Refundable Bond and Key Deposit). A tax invoice can be provided upon request.

Please note that a tentative booking may be cancelled at any time if full payment has not been received.

Fees are based on the actual time the facility is occupied (including set up and pack up time), not on function start and finish times.

Regular bookings for the next calendar year will be considered once bookings are opened for regular bookings in early August of each year.

Regular Hirers will be invoiced quarterly and in advance unless alternate arrangements are made with Council Officers. Payments must be made within the terms of the invoice. Noncompliance with this may jeopardise future booking applications and result in loss of Refundable Bond.

Casual bookings for the next calendar year will be accepted once bookings are opened to the public in early September of each year. A casual booking will not be confirmed unless full payment has been received.

Bookings will not be accepted from persons under the age of consent.

### REFUNDABLE BOND AND KEY DEPOSIT

All hirers are required to pay a refundable bond and key deposit as listed in the relevant schedule of fees and charges.

Refundable bonds will be refunded upon the premises being left in a satisfactory condition as determined by Council Officers. Costs associated with not meeting Conditions of Hire and/or Additional Conditions of Hire may be deducted from your Refundable Bond prior to refunding.

Key deposits will be refunded upon return of facility keys/swipe card.

Refunds will be made by cheque, and may take up to 28 days after the completion of your booking to be processed.

### CANCELLATIONS

All cancellations must be made in writing. Council's Schedule of Fees and Charges sets out the amounts payable for the following cancellation periods:

Bookings cancelled by Council due to non-payment of fees 100% of total hire costs.

Bookings cancelled by hirer more than 28 days prior to event 25% of total hire costs.

Bookings cancelled less than 28 days but greater than 14 days prior to event 50% of total hire costs.

Bookings cancelled less than 14 days prior to event 100% of total hire costs.

Council reserves the right to cancel a booking at any time for any reason. Council will refund monies where emergency conditions or civic considerations arise. Council will provide as much notice as possible of such a cancellation.

It is a condition of all bookings that The Hirer shall hold the Council indemnified against any claim of any kind arising as a result of such a cancellation.

### REDUCED FEES AND FEE WAIVERS

Reduced Fees and Fee Waivers are available to eligible hirers through the Leichhardt Council Grants and Community Resourcing Policy. If you wish to apply for a reduced fee or fee waiver (including community rates), you must submit a Reduced Fee and Fee Waiver Application Form with your Booking Application form. Please refer to the Inner West Council – Leichhardt Reduced Fee and Fee Waiver Guidelines. An application form and copy of these guidelines is available on the Inner West Council Leichhardt website.

### ACCESS

The Hirer is required to collect facility keys at a time nominated by the Bookings Officer. This will generally be on the business day prior to your booking, or a nominated day in the week prior to your booking date. Instructions on how to use the alarm (including the appropriate alarm code) will be provided when the key is collected. Keys must be returned no more than 3 working days after your booking.

### USE OF VENUE

Smoking is prohibited on the premises of all Council facilities.

As most of Council's properties are multifunctional, hirers may only use the area of the premises for which they have booked and paid for.

Use of the premises is only for the purposes described in the application form.

Hirers must not exceed the maximum licensed capacity of the facility (outlined in Venue Information document).

Use of the premises must comply with Council's policy relating to amusement devices and petting zoos in parks and the public domain.

The hire of Council's Town Halls on full or part day Saturdays or Sundays is restricted to no more than three consecutive weeks.

The Hirer agrees to not sub-let the premises without Council's prior approval in writing. No hirer shall enter the premises prior to the time stated on their hiring agreement.

All hirers must adhere to the Child Protection (Working with Children) Act 2012 No 51.

Working with children clearances should be sought where applicable for child related work. You are required to be able to provide, on request, all necessary clearances.

Failure to do so may result in Council cancelling the booking

Applicable fees will be charged for any time that goods or equipment are stored on the premises outside the times of your booking. Goods may not be delivered or removed outside the times of your booking.

Council accepts no responsibility for any goods or equipment stored on the premises as part of your hire.

If a hirer is using a facility for the purpose of tap dancing, tarquet matting is used on the entire floor for the duration of their booking. If any damage is caused to the floor, the booking may be cancelled and costs associated with repairing the floor will be charged to The Hirer.

Christmas decorations (including Christmas trees) may be installed in Community Facilities and Town Halls by Council during November, December and January each year. These decorations may only be removed upon approval and at The Hirers expense.

### UNETHICAL OR ILLEGAL ACTIVITY

The Applicant must ensure that the purpose of the booking, or any product associated with either the Applicant or the booking, is not identified with unethical or illegal activity. Council reserves the right to cancel the booking of any individual, organisation, or hirer who proposes to use the Facility in question to:

- Insult, humiliate, disparage, or otherwise cause harm or embarrassment to any person, group, ethnicity, faith, or persons of any sexual orientation; or
- Sell, market, lease, hire or otherwise transfer property in a manner that transgresses any State, Federal or Local law and in particular in breach of the Consumer and Competition Act 2010 (Commonwealth) Schedule 2: Australian Consumer Law s18; or
- fail to obtain any licence, permission, certification or approval from any authority, private person or corporation who, by law, requires such approval.

In the event that such booking is cancelled, Council reserves the right to retain any booking deposit fee.

Council will not be held responsible for any alleged loss or damage resulting from such cancellation.

"Booking" means a booking at any of Council's Community Facilities or Town Halls.

"Applicant" means an applicant or anyone associated with the applicant such as family, friends, business partners etc. Council reserves the right to cancel a booking at any time without notice. Council will retain the fees paid to date.

### SAFETY AND EMERGENCY EVACUATION

The Hirer undertakes to comply with all safety precautions as directed by Council staff.

All set ups and activities conducted in the facility must comply with relevant Emergency Evacuation Procedures.

Foyer areas must not be used for any purpose other than access by pedestrians or unless special permission has been granted and safety precautions are met.

Emergency exits must remain clear at all times. All fire doors must remain closed at all times.

At the commencement of the usage period, The Hirer shall undertake inspection of emergency exit routes and doorways to ensure they permit clear and immediate egress at all times.

The Hirer is responsible for ensuring that their guests are made aware of fire exits and fire safety equipment within the venue. Non-compliance of this condition may result in The Hirer's Refundable Bond being withheld and/or a separate fire safety penalty notice.

All hirers conducting business or an undertaking are required, under legislation, to provide suitably qualified persons and appropriate first aid kit for the business or undertaking. Generally, provisions for first aid are not provided as part of hire.

### PUBLIC LIABILITY

Council's Casual Hirers Liability Insurance Policy covers Casual Hirers of facilities owned by Inner West Council - Leichhardt. A Casual Hirer (as defined by the insurance policy) means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or nonprofit making purposes, less frequently than once per calendar month or twelve times per calendar year.

Hirers who cannot be classified as a Casual Hirer and contractors engaged by The Hirer to conduct activities on the premises must obtain their own Public Liability Insurance in the amount of twenty (20) million dollars. This insurance must indemnify Council against all lost, damage and injury which may occur whilst The Hirer has use of the premises.



# INNER WEST COUNCIL

## INDEMNITY

The Hirer will indemnify Council against any loss or damage to any part of premises, fittings, furniture, appliances or apparatus contained within the premises or brought onto the premises during the hiring period.

## DAMAGES

The Hirer agrees to ensure the safe custody and the orderly, careful and proper use of the premises and all furniture. Any costs associated with damages to the building, fittings, furniture, appliances or missing fixtures or furnishings will be payable by The Hirer. In the event that this occurs, the matter must be reported to Inner West Council - Leichhardt on the first working day immediately after the hire period. Where such loss exceeds the amount of the refundable bond paid by The Hirer, the additional cost/s must be paid within 30 days of the date of loss. Unpaid amounts may attract interest and enforcement costs. Nails, screws, tacks, sticky tape, masking tape, blu-tac or any other fixing capable of marking or defacing the facility or its fittings are not to be used. Evidence of use of any of the above may result in a portion of the bond being forfeited.

## CLEANING

Hirers agree to leave the premises in a clean and tidy condition. All property of The Hirer must be removed, including decorations, and equipment stored as agreed. Tables and chairs are to be returned to the appropriate storage area, kitchen benches and sinks wiped clean, and floors cleaned as necessary. Rubbish must be placed in to the appropriate bins provided.

The Hirer agrees to pay costs associated with additional cleaning of the premises or packing away of tables & chairs, including staff time, for non-compliance of Waste Avoidance / Recycling and Disposal by Council staff, or contractors. This fee will be deducted from your bond.

## WASTE & RECYCLING

Waste and recycling receptacles are provided at Council facilities and must be used as per the guidelines indicated on each receptacle. This includes nappy bins where appropriate.

Hirers are responsible for removing any excess waste that does not correctly fit in the provided receptacles. Polystyrene and plastic (e.g. bags, cups, plates, cutlery) should be replaced with reusable or compostable

## SERVING ALCOHOL

Alcohol consumption is not permitted at Wharf Road Recreation Hall nor may it be associated with the hire of Wharf Road Recreation Hall.

The sale of alcohol (including instances where alcohol is included in the ticket price) is permitted on the premises only if an appropriate liquor licence is obtained from the Independent Liquor and Gaming Authority ([www.olgr.nsw.gov.au](http://www.olgr.nsw.gov.au)). It is the responsibility of The Hirer to ensure that they obtain an appropriate license. A copy of this licence must be provided to the Booking Officer.

Where alcohol is to be served (and not sold) at a function of more than twelve persons, The Hirer must nominate an attendee that holds a Responsible Service of Alcohol Certification (RSA) to be responsible for the service of alcohol. Alcohol may be served at a function of less than 12 persons at the discretion of Council Officers.

The supply and/or consumption of alcohol by minors in Council's facilities is prohibited and may result in police action.

## SERVING FOOD

Where food is to be served during a booking, it is the responsibility of The Hirer to ensure that current Food Safety Standards are being met. Details of this can be viewed at [www.foodstandards.gov.au/code](http://www.foodstandards.gov.au/code). The serving of food must remain within the facility premises.

Anyone selling or serving of food in public space outside of the facility premises must hold a valid Temporary Food Stall License issued by Inner West Council - Leichhardt. Barbeques: Only portable gas barbeques with a drip tray are permitted to be used. No spits, open ovens or other devices used to smoke food or that smoke are permitted

## HIGH IMPACT EVENTS

A booking may be assessed as a High Impact Event based on details provided in your booking application form. Details considered in the assessment of your booking will be the type of event or activity, the number of persons within the property during your booking, the capacity of the facility, the activity finish time, alcohol being served or sold, and the presence of live or amplified music.

High Impact Events will attract the maximum Refundable Bond.

Council considers Balmain Town Hall and Leichhardt Town Hall as preferred facilities for High Impact Events. In the case that your event is assessed as a High Impact Event,

Council requests that your event details be registered with NSW Police. This can be done on the 'MyNite' website <https://www.mynite.com.au/register.php> or by lodging a MyNite Notification Form (available from Council Officers or NSW Police). Evidence of this must be provided to Council 14 days prior to your event. Please allow 72 hours for lodgement to be processed electronically.

Security must be engaged for all High Impact Events. Security engaged must hold a Master Security License and be on site half hour prior to guest arrival and half hour after the completion of the event. A ratio of minimum 1 security per 50 guests is required. The Hirer must provide Council with proof of payment of the engaged security 14 days prior to the event.

## NOISE RESTRICTIONS

The Hirer is to cease the playing or broadcasting of music no later than 11pm, unless otherwise approved. Subwoofers not permitted. Noise emanating from the premises is to be kept at a level that would give no cause for complaint from residents of the area and must comply with the Noise Control Act and Regulations.

## EQUIPMENT

Use of tables and chairs on site (as indicated in Venue Information document) is included in the hire fee. The Hirer is responsible for the set up and pack away all tables and chairs. The tables and chairs must not be removed from the venue at any time. Any furniture or equipment required other than those provided must be supplied by The Hirer at their own expense, risk and liability.

## PROHIBITED ITEMS

No smoking, pyrotechnics, or use of any smoke generating machines (include cooking equipment) is permitted in Council facilities or on Council grounds. If the fire alarm is activated unnecessarily for any reason The Hirer will be liable for the fine issued by the NSW Fire Brigade.

Candles, gas cylinders, explosive devices, fireworks, fire arms or any items with a naked flame are strictly prohibited without prior permission.

The use of confetti, rose petals, rice, glitter and metallic sprinkles is not permitted within the facility or surrounding grounds.

Animals will not be permitted in the venue, without prior permission, with the exception of guide and hearing assistance dogs.

Chewing gum is not permitted in any venue at any time.

## DEPARTURE FROM THE VENUE

The Hirer must ensure that the premises are promptly and wholly vacated at the expiry of the booked time.

All items of property owned by The Hirer must be removed from the venue at the completion of the event.

Where use of the premises exceeds the time paid for in advance, The Hirer will be responsible for the payment of additional fees as set out in Council's Schedule of Fees and Charges together with any additional overtime costs incurred by Council.

The Hirer must ensure that guests leave the venue in an orderly manner with consideration for nearby residents. Any complaints from nearby residents or Council staff may jeopardise future applications and result in loss of Refundable Bond.

The Hirer must also ensure that the venue is left in the same condition as at the commencement of the hire period.

The Hirer must ensure that all lights, fans, heaters and cooking appliances are switched off, windows are closed, and all doors locked prior to vacating the facility. At venues where an alarm system is in place, the alarm must be activated upon departure.

The Hirer agrees to pay costs associated with disarming the alarm system as a result of the incorrect use.

## ADVERTISING

The placement of advertising banners or signs on Council's premises must be approved by Council Officers in writing and if approved, placed only on those areas specifically set aside for this purpose.

At no time are users to erect advertising signs on trees, footpath, telegraph poles or traffic lights. Any breach of this condition will result in The Hirer's bond being forfeited.

## CONDUCT

Any instructions given by a representative of Council in relation to conduct of guests at the event must be adhered to. The representative has the authority to terminate the event if any instructions or Conditions of Hire are not observed.

Any breach of the above conditions may result in The Hirer & their guests being requested to leave the premises by Council Officers.

## BREACH OF CONDITIONS OF HIRE

In the event that there is a breach of the Conditions of Hire, The Hirer may be subject to damages as outlined above, costs as outlined above, civil and/or legal proceedings.

## AFTER HOURS CONTACT

Inner West Council Leichhardt After Hours Service can be contacted on 9367 9222