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NORTHERN BEACHES COUNCIL COMMUNITY CENTRE TERMS & CONDITIONS

1 General Conditions of Use

1.1 The hirer undertakes that in connection with the use or occupation of the premises the hirer will not permit or suffer anything to be done which is disorderly, offensive or illegal.

1.2 The hirer is also responsible for the behaviour of all persons attending the premises at any time in connection with the hirer's booking.

1.3 It is the hirer's responsibility during the hire period to restrict access to the general public to the Community Centre facilities where applicable.

1.4 The hirer must be at least 18 years of age. Proof of age is required. The hiring is personal and untransferable. The premises cannot be assigned or sub-let.

1.5 A casual hirer is required to be present at the premises for the duration of the period of hire.

1.6 Council does not take any responsibility for the loss or damage to the hirer's equipment, furniture or personal possessions in any of the centres.

1.7 The selling of products from Council's community centres or surrounding grounds is prohibited unless special permission has been granted in writing by Community Centre Management.

1.8 No animals are permitted in Council facilities, other than guide dogs or official animals of the NSW Police.

1.9 Council's Community Centres are multipurpose and Council cannot guarantee a certain noise level. Noise may be generated from hirers' activities and workmen occasionally.

2 Hirer's Obligations

2.1 The hirer must advise Northern Beaches Council in writing the type of activity that is to take place in connection with the hirer's booking. The premises should only be used for the purpose shown on the completed Application for Hire Form and as agreed by Council. Usage of the venue will be allowed only for the part of the premises which is booked and where the fee has been paid.

2.2 The hirer must not make any changes, additions, building works to structure or grounds of the centres without prior written Council consent.

2.3 Working with Children hirers conducting activities for children are bound by NSW Child Protection Legislation. Clubs and service providers are required to undertake Working with Children Checks and implement Prohibited Employment Declarations for all persons working directly with children. It is the responsibility of the hirer to ensure this process is followed.

2.4 The hirer is responsible for ensuring that children are in the company of a responsible adult at all times and that access is monitored in an appropriate manner, including drop off and pick up of children to activities at the centres.

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3 Booking

3.1 All new and additional bookings must be approved in writing prior to entry to any of Councils Community Centres.

3.2 Response to telephone enquiries is usually within 48 business hours and all written correspondence is usually responded to within 10 business days.

3.3 Once payment is received, along with the Application for Hire form and any required copies of insurances, the booking will be confirmed in writing by Council. The documents and payment are due no later than two weeks prior to the event in order for the event to go ahead.

3.4 Function bookings generally require a minimum of 14 business days' notice. Requests within 14 business days of the function will be considered and Council will assist where possible but cannot guarantee any such booking.

3.5 An administration fee may apply when amending a booking that has already been confirmed in writing. The fee is not charged for additional bookings.

3.6 Community Centre hire will be cancelled if the space is not being used appropriately e.g. reserving space in case of wet weather, not using the space as intended by Councils building guidelines.

3.7 If tickets are issued or sold to enter one of Council's Community Centres then the maximum number of tickets issued should not exceed capacity of the venue booked.

4 Period of Hire

4.1 The booking period must allow time for set up, pack up and cleaning within the times stated on the hire application form. Any exception to this is to be approved prior in writing by Council.

4.2 Early entry or failure to vacate the facility at the end of the hire period will incur the penalty fee plus a minimum of 1 hour hire. There is a possibility of cancellation of ongoing/future bookings if hirers are found in a building with no booking.

4.3 Bookings are a minimum of 1 1/2 hours unless written approval is given of exceptional circumstance.

4.4 All social functions are a minimum of 4 hours unless written approval is given for exceptional circumstance.

4.5 Casual hire past 7pm on a Friday and Saturday night may be charged the function rate. Any exception to this must be given by written approval from Council for special circumstances.

5 Cancellation/Transfer of Bookings

5.1 Council reserves the right to refuse any confirmed booking or request, to 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, exhibitions, elections, maintenance etc, 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.

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5.2 On any reasonable ground, Council reserves the right to cancel bookings and storage hire these may include but are not limited to emergency situations and adverse environmental / weather conditions. Council will, where reasonably possible, attempt to find the hirer alternate facilities, if the alternate facilities cannot be found or are not suitable, the booking fee will be refunded.

5.3 Regular hirers must provide one month's written notice of termination of hire or otherwise pay the hiring fees in lieu of sufficient notice. Payment will be required for bookings where due notice is not given..

5.4 If a regular hirer does not use a booked facility for more than 2 consecutive hiring's then Council has the right to review the allocation of the facility.

5.5 Casual hirers must give 14 days' notice in writing of cancellation of bookings. There is no refund of the hire fee for cancellation within 7 days of the booking. 50% of the hire fee will be refunded for cancellation 8 to 14 days prior to the booking. Full payment will be required for bookings where due notice is not given.

5.6 Any changes to booking information such as times, contacts, address for invoice etc. is required in writing.

6 Termination of Agreement

6.1 Failure to comply with any of these conditions will result in your booking being cancelled by Council. Any breach of the terms and conditions including providing misleading or incorrect information on an application may result in immediate termination and forfeiture of the casual bond.

6.2 Council reserves the right to cancel any further bookings at its discretion if payment is not received before commencement of a casual booking.

7 Parties and Functions

7.1 If booking the premises for a larger social function, it is recommended the hirer register the party with local police. It is not necessary to advise the police of a children's (under 13 years) birthday party. Youth Functions must be registered with police and on party registration (http://www.police.nsw.gov.au/online_services/party_safety/party_registration)

7.2 Children's Parties are for a minimum of 4 hours hire and for children aged up 12 years old. The maximum number of guests must be 50 with at least 30% of these being children. Final determination of a children's party is at the discretion of community centre management.

7.3 **Youth Functions** Council allows some youth functions which are assessed on a case by case basis, subject to strict special conditions. This is solely at the discretion of Council and is for limited venues only.

7.4 Acceptance of bookings is at the sole discretion of Council.

8 Fees and Payments

8.1 Casual hirers must pay the fees due in full a minimum of 14 days prior to the booking in order to confirm the booking.

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8.2 All fees and charges quoted are those that apply at the time of booking. Fees and charges for all centres are determined annually by Northern Beaches Council and implemented on 1 January.

8.3 Failure to make payment by the due date will incur a late fee per instance which is determined by Council and documented in the fees and charges. Ongoing late payments and debts may result in hire being cancelled.

8.4 If an amendment is made to a booking which increases the regular hirer's usage for the month after the invoice has been paid, the additional fee may be paid at this time or can be included in the following month's invoice.

8.5 Where regular hirers have exclusive use of premises they may be required to pay for cleaning, electricity, telephone, or other utilities.

8.6 It is the hirer's responsibility to ensure that the centre is safe and secure. An emergency call out fee may be applicable if the call out is due to the hirer's actions. For afterhours emergencies such as power failure, blocked plumbing etc, hirers are to phone Northern Beaches Council's 24 hour number 1300 434 434.

8.7 Bond payments are required 5 business days before the function/activity unless otherwise advised by Council.

8.8 Failure to comply with the Terms and Conditions of hire may result in the forfeiture of all or a portion of your bond.

8.9 The charity discount can be applied for if the casual hire is run by a not for profit organisation or individual for a specific charitable purpose. An application form and evidence of charity status is required.

8.10 To apply for a concession rate a concession application form will need to be completed.

8.11 For a casual booking of more than eight hours duration made over nine months in advance, the hirer has the option to pay 25% deposit and then the full amount three months prior.

8.12 Cheques will not be accepted within 14 business days of a casual booking.

8.13 No credit card information will be accepted by any Council employee by email or fax.

9 Emergency Procedures

9.1 The hirer must be aware, familiarise themselves with and observe the Emergency Evacuation Management Plan for the premises. Hirers are responsible for evacuating the premises in the case of an emergency.

9.2 The hirer must take direction from Council Officers in the case of an emergency, when such officer is present.

9.3 The hirer must ensure that all exit doors and access to fire equipment are kept clear.

9.4 The hirer is responsible for ensuring that firefighting equipment is not discharged, used or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.

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9.5 Each centre/room has a maximum capacity, the Council will advise upon request. It is the hirer's responsibility to understand the capacity of the Centre and familiarise itself with all equipment associated with the Centre. The capacity must not be exceeded.

9.6 The hirer must not place or use any substance on the floors, walls or otherwise walls that would damage or alter the surface.

9.7 If an afterhours call out is made to Council for a matter other than an emergency or an issue has arisen from the hirers actions, the hirer may be charged the emergency call out fee.

10 Safety

10.1 Any accidents/near accidents should be reported to Council in writing, providing full particulars of the incident including the contact names, numbers and addresses of witnesses and the injured person.

10.2 Hirers are responsible for supplying the Material Safety Data Sheet/s (MSDS) for all hazardous substances and dangerous goods brought on to the premises.

11 First Aid

11.1 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 unless locked away.

12 Equipment and Fittings

12.1 Hirers are responsible for setting up and packing away any furniture and equipment used during their hire period. All tables, chairs and other equipment are to be wiped clean by the hirer before being put away. 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. It must be stored in a safe way allowing easy access or as instructed by the booking office.

12.2 The hirer must not remove or permit the removal of, any furniture, equipment or contents from the Centre without the written permission of Council.

12.3 All equipment belonging to the hirer shall be contained neatly within the agreed area and must not obstruct or hinder other users of the premises.

12.4 All electrical equipment brought in by hirers must display a current tag that the item has been tested and tagged by a qualified electrician. Any untagged items left in the Centre will be removed.

12.5 Furniture and equipment in community centres are approximate only and numbers may vary. Council reserves the right to remove/replace at each centre as it deems necessary. If the hirer requires additional furniture and equipment to those available then it is the hirer's responsibility to organise.

12.6 It is the hirer's responsibility to ensure that all furniture and equipment brought in by the hirer is removed prior to the end of the hire period. Failure to remove furniture and equipment may result in Council removing it at cost to the hirer.

13 Damage/Loss of Property

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13.1 It is the responsibility of the hirer to inspect the premises at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Noticeable damage to the premises is to be reported to Council immediately, otherwise it will be assumed that this damage occurred during the course of the booking. Any untidiness or issues with the premises prior to the booking must also be reported to Council.

13.2 All reasonable steps must be taken by the hirer to satisfy themselves that there is no reasonable risk of injury to any person participating in the hirer's activities.

13.3 The hirer must report immediately to Council any damaged or dangerous electrical fittings and ensure that steps are taken to prevent use of the same until repaired.

13.4 The hirer is responsible for the full cost of any damage caused to the premises, grounds, furniture or fittings during the course of the hirer's use of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.

13.5 If the hirer's equipment is not stored away correctly Council is not responsible for any loss or damage and has the right to remove and dispose.

13.6 The hirer is not permitted to use of any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces.

14 Alcohol

14.1 It is the responsibility of the hirer to obtain any necessary or appropriate liquor permit. 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 or olgr.nsw.gov.au.

14.2 The sale, supply and/or consumption of alcohol to or by minors is prohibited in or on the grounds of the premises. The hirer must comply with the Liquor Act 2007 and all relevant legislation and control.

15 Cleaning

15.1 Hirers are responsible for ensuring that the hired space is left clean and is ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all decorations and attachments; mopping up spills and sweeping/mopping the floor. Any spillage on the floor should be cleaned immediately by the hirer to avoid the likelihood of injury, possible liability and damage to the floor surface.

15.2 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.

15.3 Hirers are required to bring their own cleaning materials, cleaning sponges, tea towels, and garbage bags for extra rubbish.

15.4 If additional cleaning is required after the hire period the cleaning charge per hour will be charged. The cleaner is not responsible for tidying.

15.5 An extra charge for litter bins/rubbish collection per bin may apply if additional bins are required.

16 Storage

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16.1 Council reserves the right to review the allocation of storage at any time.

16.2 The storage facilities inside the centres are for storage of equipment that is used inside, not for equipment that is used outside.

16.3 If the hirer who has been assigned storage decides to share the area then it is at the hirer's risk. Council is not responsible for any loss or damage.

17 Noise Control

17.1 Noise generated by music and/or human activities (shouting, vehicles etc.) must be kept to an acceptable level and not cause an annoyance to neighbouring premises. Any music played must be kept to a reasonable level to avoid disruption to any other hirers at the premises. Failure to reduce noise levels at the request of either a Council official or the police will result in the activity being stopped and any future bookings cancelled.

17.2 All music or amplified sound must cease at 12 midnight, unless advised of an earlier time for specific centres or for any reason.

18 Keys

18.1 If keys are lost the key replacement fee is charged and will not be refunded when the replacement key is returned. Keys are required to be returned within 10 business days of completion of hire or a charge will apply.

18.2 Keys may only be collected for a casual function once the applicable bond has been paid. It is the hirer's responsibility to collect the key by the latest the business day before the booking. If the key is not collected they will not be allowed access and no refund will be given.

18.3 After a casual function the keys must be returned by the next working day.

18.4 All keys provided to the hirer are not permitted to be copied.

18.5 For regular hirers, two keys per organisation are issued free of charge. If additional keys are required, the key replacement fee is charged and will be refunded once returned.

19 Advertising

19.1 Promotion of activities will be carried out by Council each year. It is the responsibility of the hirer to promote and advertise its own activities and services. All promotion of activities provided by the Council is subject to continuous review and is not guaranteed.

19.2 Temporary banners can only be erected by the hirer during the hire period or with the prior approval of Council. Hirers are not to erect or display any sign or notice on the premises without the prior written consent of the Council. Council's 'Signs at Community Centre Policy' states that permanent individual signs on Community Centres advertising user groups are not permitted.

20 Decorations

20.1 The hirer is not permitted the use of any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces. Nails, screws or any other fastenings must not be driven into or attached in any way to the walls, floors, timberwork, furniture or fittings. Confetti, glitter or similar products are not permitted in or on grounds of

the Community Centre. The hirer is liable to Council for full restoration and repair costs in connection with any damage resulting from this action.

20.2 The hirer should not attach decorations (balloons, streamers etc.) or any other material to any fans, heaters or electrical fittings.

21 BBQ/Naked Flames

21.1 Limited and restricted use of candles requires approval. If permitted, strict guidelines of use will be provided. Candles on birthday cakes are permitted under the direct supervision of the hirer.

21.2 Barbeques and Spits (subject to approval) must be used outside the Community Centre only and placed on a BBQ mat fit for purpose.

22 Prohibited Items

22.1 Total fire bans must be observed on the premises and in the surrounding grounds.

22.2 Open flames, fireworks, flammable or combustible liquids, toxic or corrosive chemicals of any kind, kerosene or spirit-type lamps are not allowed.

22.3 There is no smoking is permitted on the premises, including enclosed grounds.

23 Miscellaneous

23.1 The hirer must comply with all relevant legislation, regulation and controls. Including but not limited to public health, sale and supply of liquor and copyright (including music).

The hirer must comply with the Public Health Regulation 2012 for bookings such as funerals etc.

23.2 The Charitable Fundraising Act 1991 requires that an organisation intending to fundraise for charitable purposes must hold a license to fundraise.

23.3 To prevent floor damage certain groups if requested by Council, are to supply a covering to be placed over the floor.

23.4 If commercial recorded music is used in centres by hirers it is the responsibility of the hirer to comply with all copyright requirements.

23.5 Hirers who use the centres for sporting activities accept the rooms/courts in their current configuration and condition.

23.6 Appropriate shoes to prevent damage must be worn for all sport activities in Council's halls.

24 Public Liability and Indemnity

24.1 A current Public Liability Insurance certificate must be supplied for high risk activities (e.g. contact sports), events that charge a fee or as otherwise requested in writing by Council.

24.2 Casual and regular hirers who are sporting bodies, clubs, associations, organisations, corporations, incorporated bodies and persons or groups of persons who are hiring Council facilities for commercial or profit making purposes must obtain Public Liability Insurance.

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24.3 Casual and regular hirers who are NOT sporting bodies, clubs, associations, corporations, or incorporated bodies hiring the Council facility for non-commercial or non-profit making purposes, MAY be covered by Council's Casual and Regular Hirers' Liability Scheme. Appropriate enquiries should be made by the hirer and cover must be confirmed in writing.

24.4 The following casual hirers are NOT covered by Council's insurance cover: Hirers who operate for profit; High risk activities e.g. Contact sports/activity hirers; Hirers who charge a fee.

24.5 Council recommends Public Liability Insurance of at least $20M for all hirers not covered by Council's insurance.

24.6 A certificate of currency for the hirer's insurance must be submitted to Council before approval is given.

24.7 The hirer is responsible for ensuring any service provider or contractor they engage has public liability insurance for a minimum of $20M.

24.8 The hirer is not to void the insurance at any time during the hire period. It is the hirer's responsibility to ensure that they renew their public liability insurance on time with no lapsed time

24.9 The hirer must effect and maintain workers' compensation insurance if required by (and, if so, in accordance with) relevant laws.

24.10 They must immediately notify Council of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Council informed of developments concerning the claim.

24.11 Casual and regular hirers indemnify Council from and against all actions, suits, claims, demands and costs, charges, damages and expenses for which the Council may become liable for or in respect of the death or personal injury or damage to or loss of property, which may arise from the use of the premises. The hirer will occupy and/or use the Community Centre at his/her own risk

24.12 The Parties to this Agreement expressly agree this Agreement is not to be construed or interpreted as either a lease or a licence.

25 Sale of Merchandise in a Community Centre

25.1 The display, exhibition, offering for sale and sale of merchandise in a community centre is prohibited unless the prior permission of Council has been sought and obtained.

Regular Hirers Process (not a term or condition)

Council reviews regular hire arrangements on a yearly basis and regular hirers must reapply yearly. Past history of hirers will be considered.

Council cannot guarantee that existing arrangements will be approved in future years. Allocations are reviewed each year to allow new and existing hirers to have equitable access to Community Centres.

Council will notify regular hirers in writing during the last quarter of each year to confirm allocation for the following year.

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A regular hirer hiring a Community Centre for a casual function will be charged the function rate and must pay the relevant casual hirer bond.

Bookings will be allocated on a priority basis to activities with the greatest benefit to the Northern Beaches Community in accordance with Council's social, recreational and cultural objectives and programs.

Facilities will be accessible by multiple users and not dominated by individual groups to the detriment of others.

Bookings are not confirmed until an application has been submitted and approved by Council along with a copy of Public Liability Insurance if applicable.

In some instances if a credit is owed due to a cancellation after an invoice has been paid, the credit will appear on the following months invoice.

Glossary

Community Centre	Includes a hired building and immediate surrounding areas i.e. enclosed playgrounds
Profit	If the hirer is charging a fee when using a community centre and any surplus is taken as income for the hirer
Not for Profit	Includes non-profit associations, proof of which must be supplied.
Concession rate	May be given to not for profit groups where the entity's activities has limited or no ability to raise income, and the activity of the entity has distinct wide community benefit in a social welfare context
Function	A one off social event/gathering, usually food served this includes children, adult's parties event show fundraising and family gatherings. The function rate is established to cover some of the impact on the community centre, services and waste.
Regular Hirer	An individual or organisation hiring a community centre of a basis for a minimum of 1.5 hours per fortnight.
Casual Hirer	An individual or organisation hiring a community centre for a one off or irregular pattern of hiring
Function discount rate	The Fundraising discount can be applied for if the casual hire is run by a not for profit organisation or individual for a specific charitable purpose.
Youth	In general terms for the Community Centre purposes a youth function is considered a function for individuals from 15 to 22 years old, subject to discretion of management.