

PREAMBLE

The under listed Conditions apply to the use of Willoughby City Council Community Facilities by the Hirer specified in the agreement/application. These Conditions form part of the hiring agreement and will apply in all cases except where specifically amended by Council. Disputes over interpretation will be referred to the General Manager whose decision will be final.

DEFINITIONS of terms used in this document:

Agreement: A specific written agreement between Council and the Hirer for the use of a Council Facility of which agreement this document forms a part.

Council: Willoughby City Council

Damage: Includes loss or disappearance of goods.

Hirer: The person, group or organisation authorised by Council to use the Facility under the terms of an agreement.

Facility: The Council Facility subject of an agreement with the Hirer. Such Facility may be open or enclosed and includes any space, which Council determines to constitute a Facility available for use by others.

CONDITIONS

Whereas the Council of the City of Willoughby has authorised the Hirer to use a Council Facility for an agreed purpose, that authority is contingent on the following Conditions:

1. Booking Conditions

- I. Application for hire of a venue must be on the prescribed form and be signed by a person over the age of 18 years who will be responsible for payment of fees and any other charges arising from the booking, and for the observance of these conditions of hire.
- II. The Booking Officer will respond to telephone/email enquires within 2 business days and all written correspondence within 10 business days.
- III. Hirers will be notified in writing confirming the booking once payment, booking details and if applicable a copy of the public liability insurance are received.
- IV. The hirer may only use the venue for the purpose shown on the hire application and must disclose an accurate description of the intended purpose of hire.
- V. The stated maximum capacity of the venue must not be exceeded at any time. Hirers are responsible for confirming that correct dates and times have been booked and must only attend at the times on which the facility has been booked.
- VI. Booking time must include set up and vacating period.
- VII. The hirer must be in control of the venue during agreed hire term and understands the hire cannot be assigned in whole or part.
- VIII. Only agreed sections of the facility are to be used. Any unauthorised use of extra rooms will result in termination of the hire agreement and/or additional fees for rooms used.
- IX. Special conditions may be imposed for particular types of events, including additional security requirements or police attendance.
- X. Council reserves the right to refuse any application for use of a Facility where the responsible Council officer believes such a booking to be contrary to the public interest or due to non-disclosure or the supply of misleading information. Council will not be liable for any form of compensation.

- XI. Any disputes arising from the use of Council facilities will be handled as per the WCC Complaints Handling Policy - <http://www.willoughby.nsw.gov.au/About-Council/Forms-Policies---Publications/Policies/>

2. Fees and Charges

- I. Venue Hire Charges - the Hirer will pay Council the amounts set out in the WCC Fees and Charges Schedule for the hire of the Venue - <http://www.willoughby.nsw.gov.au/About-Council/Forms-Policies---Publications/CouncilFeesCharges/> The Hirer is aware of all hiring fees and charges for other services associated with the use of the Venue.
- II. Willoughby City Council revises fees and charges annually, with changes effective July 1st. All increases will apply to bookings already confirmed. Hirers can review proposed fees and charges on Council's website prior to these fees and charges being adopted by Council.
- III. All hiring fees are to be paid in advance.
 - a. For casual bookings, the full fees are to be paid prior to confirmation of booking.
 - b. For regular bookings, fees are payable in advance on a quarterly basis. If payment is not received by the due date, action will be taken to recover amounts due.
- IV. Initial access to the facility is granted subject to payment of any bond and thereafter subject to fees being paid by the due date.
- V. Damage bonds and key deposits are payable with hire fees in advance of the booking. Charges are detailed in the WCC Schedule of Fees and Charges.
- VI. The bond/key deposit will be automatically refunded, usually within one month of the last date of hire to which the bond applies, providing the keys have been returned promptly and all Conditions of Hire have been met.
- VII. At its discretion, Council may retain part or all of a Hirer's bond should the Conditions of Hire not be adhered to. This includes, but is not limited to, circumstances such as additional charges for overstays, extra equipment/facilities used, repairs, damage to property or additional cleaning required.
- VIII. Refunds will apply as above unless otherwise approved by Council, or transferred to another booking date as approved by Council.
- IX. Cleaning fee and damages not recovered within a bond will be invoiced as per condition 6iv.
- X. Cancellation of Booking

All cancellations of bookings must be in writing.

 - a. Hirers wishing to cancel a booking must give 14 days' notice for a full refund to be processed.
 - b. Cancellation notice given 8 to 14 days prior to the booking will incur a cancellation fee, equivalent to 50% of fees paid.
 - c. Cancellations of 7 days or less notice or failure to notify cancellation of booking will not be entitled to a refund.

3. Insurance

- I. The Hirer shall keep in force, during the currency of the agreement, a Public Liability insurance policy with a Limit of Indemnity of not less than \$20,000,000 Council may review the limit of liability in certain cases. A Certificate of Currency must be produced at the time of finalising the hiring agreement.
- II. The provisions of condition 3.i does not apply if the hirer is deemed a "Casual Hirer" defined by the policy as persons or group of persons (not being a sporting body, club,

association, corporation, or incorporated body) who hire a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or twelve times per calendar year. The hirer will therefore be granted coverage under the terms of Councils Casual Hirers Liability Policy.

- III. The hirer must have authorisation from the Centre Manager before any external service providers are engaged e.g. caterers, children's entertainers. A Certificate of Currency for Public Liability Insurance as per condition 3.i must be produced at the time of finalising the booking for all external service providers.

4. Conditions of Use.

- I. Council and hirers (others) have a responsibility under the WHS Act 2011 to ensure the safety of those utilising its venues and facilities. In order to achieve this please review Condition 5 and Appendix 1 – Facility Site Safety Responsibilities.
- II. The Hirer will not use the Facility for any of the following activities unless specifically authorised elsewhere in this agreement or with prior authorisation from Centre Management:
- The sale of food or drink or consumer items of any kind.
 - The erection or use of mechanical or structural amusement devices.
 - The erection of structures of any kind including signs, hoardings, tents or fences
 - Any activity which may pollute the environment or be contrary to State or Federal and Local Government regulations.
 - The consumption of alcohol unless expressly agreed with Centre management and appropriate approval sought.
 - The holding of any fireworks display or the ignition of fireworks.
 - Sparklers and/or naked flames are not permitted with the facility. Candles on birthday cakes are permitted under direct supervision of the hirer.
 - Any unlawful activity.
- III. Hirers will be responsible for all costs incurred if the smoke alarm/firm alarm is activated falsely due to negligence of misdemeanour by the hirer or persons under their control.
- IV. The hirer will notify Police immediately if there is trouble with uninvited guests.
- V. Children must be supervised within the booked space at all times and not permitted to move into other areas of the centre, thus disturbing other hirers.
- VI. The Hirer shall not conduct or permit any activity – which expression includes the production of noise – of a nature or extent to create a nuisance for other persons or a hazard to the Facility. Use of amplification systems is at the Centre Manager's discretion. The Hirer will comply with any reasonable request by any person to mitigate any such nuisance.
- VII. No loitering is to take place outside venues at any time. Prompt departure from venues is expected by the specified time and in a quiet manner in consideration of neighbours.
- VIII. Unless by prior arrangement with the Venue Management, deliveries and pick-ups must take place during the hire period and the Hirer must be on-site to accept the goods. Unexpected deliveries may be refused. Council representatives or agents will not dispatch goods from the Venue or sign consignment notes on behalf of the Hirer and are not responsible for theft or damage of delivered goods.
- IX. No pets, animals or birds are allowed in Council Venues/Facilities without written permission from Council. Registered guide dogs are exempt.
- X. The hirer shall not bring any alcohol into the Centre nor shall the hirer permit other persons to bring alcohol into the Centre unless the approval of the Council and the Chatswood Police has first been obtained. All such approval must be finalised not later than two days prior to the specified date and time otherwise permission to have alcohol may be refused. Alcohol may only be consumed within the confines of the Venue itself, consumption of liquor in outside areas is expressly prohibited.

5. Safety and Emergency Conditions

- I. The Hirer undertakes responsibility to inspect the Facility immediately prior to its intended use to ensure the Facility is safe and fit for the agreed purpose. Council hereby authorises the Hirer to take reasonable measures to render safe any hazard or unsafe condition discovered during these inspections where Council officers are not available. Such hazards or unsafe conditions and any remedies applied to them must be reported to Council no later than the first business day following their discovery and/or remediation. The hirer is only able to undertake remedial action on low risk hazards
- II. Emergency Procedures manuals are available at all venues. Emergency evacuation diagrams are located throughout the venues. It is the responsibility of the hirer to read and comply with these emergency procedures and to inform their attendees of the emergency procedures. The hirer shall also undertake inspection of emergency exit routes and doorways to ensure they permit clear and immediate egress at all times and that all fire doors remain closed at all times.
- III. All set ups and activities conducted in the venue must comply with Emergency Evacuation Procedures. Refer to the Emergency Evacuation Plans displayed at each venue and attached to your confirmation of hire.
- IV. The Hirer shall give effect to any reasonable direction of a designated Council officer where such direction has the intention of dealing with an emergency or preventing a foreseeable accident or loss.
- V. Where no Council officer is available, the Hirer shall undertake responsibility to respond to an emergency by clearing the Facility, contacting emergency services and minimising the hazard as appropriate and where safe to do so. The Hirer is also required to contact Council as per instructions supplied in Confirmation of Hire documentation.
- VI. Council's authorised representatives or agents may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct them or any member of the police force, fire brigade, ambulance service, Safework NSW or any other emergency service, from entering the Venue.

6. Care of Premises

- I. The hirer must leave the premises in a clean condition and all goods, properties or materials brought in by the hirer must be removed from the premises. The premises must be vacated by the time specified. Council may levy additional charges where special cleaning is required.
- II. The Hirer shall not damage or suffer to be damaged any portion of the Facility including buildings, furniture, fittings, and grounds and landscaping.
- III. The hirer hereby agrees to indemnify Council for any damage sustained by the Facility during the currency of the Agreement where such damage was reasonably preventable by the Hirer.
- IV. All damage to be reported to Council immediately during working hours or no later than the next working day if out of hours. Should the venue not be in an acceptable condition at the completion of the hire period, Council will deduct the necessary amount from the bond for the cost of making good any damage to council property or invoice the Hirer for any additional costs.
- V. Limited storage of non-council property is available at the discretion of Centre Management. Property not belonging to Council and located at the Facility during the currency of the Agreement shall be so located at the owner's risk. Council shall have no responsibility for its safety.
- VI. Property not belonging to Council may not be left at the Facility outside of the term of the Agreement other than by express agreement with the responsible Council officer. In those

cases, the goods are at the owner's risk and Council shall have no responsibility for their safety.

Declaration:

The hirer agrees that in the event of the Hirer or agent not observing or performing or committing a breach of any of the terms and conditions of this agreement, the Council may immediately thereupon terminate the agreement without prejudice to any right of action, which may arise prior to such termination.

The Hirer hereby indemnifies the Council against any claim whatsoever which may arise out of the Hirer's actions or failure to act in any particular way relating to the agreed use of the Facility. This indemnity shall include personal injury, loss of value, loss of amenity or damage to property, and any costs or expenses arising there from.






The Hirer shall give effect to any reasonable direction of a designated Council officer as to the use of the premises, where such direction has the intention of enforcing compliance with the terms of the Agreement. In the event of the Hirer or its agent not observing or performing or committing a breach of any of the terms of the Agreement, Council officers may immediately terminate the Agreement and require immediate vacation of the Facility without prejudice to any right or action which may arise prior to such termination.

I have read and understood the Willoughby City Council Schedule of Hiring Conditions and Appendix 1 and acknowledge that this venue hire is subject to my/ my organisations compliance with these conditions.

I am authorised by my group/organisation to sign this agreement and I confirm that:

- *The activity will be covered by appropriate insurance.*
- *All relevant health and safety responsibilities will be met.*

Appendix 1 - Facility Site Safety Responsibilities

	Action	Responsibility
	<p>1. Emergency Manual</p> <ul style="list-style-type: none"> • Read, understand and communicate Emergency Procedures to all users. • In the event of an emergency phone “000”. • All set ups and activities conducted in the venue must comply with Emergency Evacuation Procedures. 	Hirer
	<p>2. Non Smoking</p> <p>All enclosed Council facilities are strictly non-smoking venues and the Hirer shall undertake responsibility to enforce this prohibition.</p> <p>The following public areas are also smoke free:</p> <ul style="list-style-type: none"> • Children’s facilities, playgrounds and surrounding 20 metres • Bushland, parks and reserves • All playing fields, sporting grounds and sporting facilities • Within 10 metres of Council buildings and car parks 	Hirer
	<p>3. Electrical Tagging</p> <p>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 found to be untagged or left in the centre untagged will be removed.</p>	Hirer
	<p>4. Hazard and Incident Reports</p> <ul style="list-style-type: none"> • Any hazards identified or incidents that occur must be reported to Council no later than the first business day following the hire. 	Hirer
	<p>5. First Aid</p> <ul style="list-style-type: none"> • Hirer must supply their own First Aid Kit in unmanned facilities. 	Hirer