



Terms and Conditions of Hire Community BBQ Trailer

General Conditions

1. hirer must be at least 18 years of age to hire a Hornsby Shire Council venue and may be required to provide photographic identification upon request.
2. The hirer must disclose an accurate description of the purpose of hire and the Community BBQ Trailer may only be used for the manner described. Trailer is available for hire within Hornsby Shire only. Council may refuse any application or cancel any booking in the event of a breach of the Terms and Conditions of Hire, or where usage is judged to be contrary to the public interest including, but not limited to, non-disclosure or the supplying of misleading information as to the intended purpose of hire. Council will not be liable for any consequential loss.
3. Council requires a minimum of seven (7) business days' notice to accept a Community BBQ Trailer booking. Bookings outside of this time frame will not be accepted. Council will only accept bookings within the current calendar year.
4. Special conditions may be imposed for some types of events including, but not limited to additional security requirements, traffic control plans, high risk conditions, safe work method statements and/or event safety plans.
5. Any time required for setting up the Community BBQ trailer or for cleaning at the end of the hire period, prior to returning, must be included within the hire period.
6. The hirer will use the Community BBQ Trailer at his/her own risk. It is the responsibility of the hirer to check the condition of the Community BBQ Trailer upon collection and determine whether the Community BBQ Trailer is fit for intended use. If the condition of the Community BBQ Trailer is not fit for the intended purpose, the Hirer agrees to supply documentary evidence (e.g. photographs) to vmt@hornsby.nsw.gov.au, for assessment.
7. Hirers are to make themselves aware of the fire extinguisher location as well as the spill kit within the Community BBQ Trailer upon collection.
8. The hirer is to note that first aid supplies are not kept at the Community BBQ Trailer. The hirer is responsible for the provision of such items.
9. All hirers who work/volunteer with children or provide a service to children under the age of 18 years old are required under legislation to complete a *Working with Children Check* (WWCC). If the hirer has multiple staff working/volunteering with children, all are required under legislation to complete a WWCC. Hirers must verify the WWCC with the Office of the Children's Guardian. The WWCC is valid for five (5) years. For further information and details contact: <https://www.ocg.nsw.gov.au/child-safe-organisations/working-with-children-check>.

Fees and Charges

10. Payment of the security deposit for the BBQ Trailer are payable online at the time of booking. In exceptional circumstances an invoice may be issued by Council. If an invoice is issued, the payment terms are seven (7) days, or if the hire date occurs within seven (7) days, full payment is due prior to key collection.
11. It is the hirer's responsibility to ensure all invoices are paid in accordance with their hire agreement.
12. Council reviews fees and charges in line with the financial calendar year (July – June). Any changes will be effective from 1 July each year. Changes to fees and charges will apply to existing bookings for the applicable period following the date of adoption by Council. Draft fees and charges are placed on exhibition



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April – May each year for the upcoming financial year on Council's website. It is the hirer's responsibility to review the draft fees and charges and to keep abreast of any forthcoming changes.

13. Hirers may forfeit the security deposit in the event that the hirer commits a breach of the *Casual Hire Agreement* and/or any of the *Conditions of Hire – Community BBQ Trailer*.
14. Security deposits paid online are refunded within 14 days of hire to the account from which the payment originated.

Cancellation Policy

15. Council's cancellation policy is as follows:

- 14 days' or more notice: 100% refund
- Less than 14 days' notice: full hire fees payable

Cancellations for Community BBQ Trailer bookings will only be accepted in writing (via email). Please send notification to vmt@hornsby.nsw.gov.au.

All bookings are non-transferrable, and Council does not accept tentative bookings or alterations.

Public Liability Insurance

16. The hirer must arrange public liability insurance for not less than \$20,000,000 for the duration of the hiring activity. Private insurance arrangements are to be organised if the hirer or third party:
 - a. Is a sporting body, registered club, association, corporation or incorporated body;
 - b. Is undertaking a commercial or profit-making activity.

Individuals or community groups who are not undertaking the activities mentioned above, will be covered up to \$20,000,000 by Council's Casual Hirers Public Liability Policy.

Hirers should note that a two thousand dollar (\$2,000.00) excess is applicable to Council's Casual Hirers Public Liability Policy. Where any claim for property damage or personal injury is made against this Policy, this excess of \$2,000.00 is payable by the hirer.

Hirer's employing professionals, i.e. jumping castles, fairies, catering, disc jockeys and the like, should make enquiries to establish they also have adequate public liability cover in effect.

Public liability insurance must be in the same name as recorded on the booking. Should a hirer's public liability insurance policy expire during the term of hire, it is the hirer's responsibility to ensure continuity of cover for the entire hire period. A lapse of insurance constitutes a breach of the Terms and Conditions of Hire Community Venues. Council may at any time request evidence of such public liability cover.

Use of BBQ Trailer

17. The hirer must ensure that all sound systems components and cooking areas are turned off, locked and secured prior to returning the Community BBQ Trailer.
18. The hirer is responsible for any breakages, theft or damage caused to the Community BBQ Trailer or supplied equipment. Should such an incident occur, Council should be contacted immediately. Where such loss exceeds the security deposit, a tax invoice for the balance due will be payable by the hirer within 30 days.
19. The setting up, storage tables and other equipment is the responsibility of the hirer. All equipment must be returned to the allocated storage area in the Community BBQ Trailer at the end of the hire period.



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20. Property not belonging to Council which is used in-conjunction with the Community BBQ Trailer during the currency of the agreement will be at the owner's risk. Once the term of agreement have concluded, the hirer must remove all property unless otherwise authorised by Council. Council shall not be held responsible for any personal property left in the Community BBQ Trailer and Council is authorised to remove and dispose of such equipment.
21. Drawing pins, nails, screws, adhesive tape or any other item or substance that may damage infrastructure must not be used to affix decorations to the Community BBQ Trailer. All decorations are to be completely removed at the conclusion of the event.
22. Any spillage should be cleaned immediately by the hirer to avoid the likelihood of injury and possible liability. Please use the spill kit provided. Usage of the Spill kit must be reported to Council upon return of the Community BBQ trailer.
23. Hirers must bring cleaning products including garbage bags, to ensure that the Community BBQ Trailer and the site of the Community BBQ Trailer is left in a clean and tidy condition. All tables and equipment, including BBQ plate and grease trap are wiped cleaned before being put away by the hirer. Any decorations put up around or in the Community BBQ Trailer and rubbish must be removed. If the Community BBQ Trailer is left in an unsatisfactory condition that requires additional cleaning, hirers will be charged for this service and it will be deducted from the security deposit. Should the amount exceed the security deposit, a tax invoice for the balance due will be payable by the hirer within 30 days.
24. All rubbish must be removed from the Community BBQ Trailer and site of the BBQ at the completion of the hire period. Failure to do so will result in the Garbage Disposal Fee being deducted from the security deposit.
25. The hirer accepts responsibility to obtain the necessary permission from the owner of the copyright (as defined in the Copyright Act 1968) in a work, including obtaining appropriate licences and permits from The Australian Performing Rights Association Ltd (APRA), Australian Mechanical Copyright Owners Society (AMCOS) and The Phonographic Performance Company of Australia (PPCA), for the:
 - a) Public performance or, communication of music (**'the public performance'**); and,
 - b) The playing of recorded music in public (**'the public playing of music'**).The hirer indemnifies Council for any breach of copyright in a work or other subject-matter or, for not obtaining adequate permission for 'the public performance' and the 'public playing of music'.
26. Amplified music and general noise levels must be kept at a reasonable level under the Protection of the Environment Operations (Noise Control) Regulation 2017. Further information is available at www.epa.nsw.gov.au/your-environment/noise. Hirers and guests must vacate the venue and cease all noise by the following times, unless otherwise specified in the Fees and Charges:
 - 10:00pm Sunday – Thursday
 - 12:00am (midnight) Friday and Saturday
 - 12:00am (midnight) on days immediately preceding a public holiday.
27. If a Council owned fire extinguisher is utilised unnecessarily by the hirer or any person associated with the hirer or attending the BBQ, Council reserves the right to deduct the cost of refilling or replacing the extinguisher. Should the amount exceed the security deposit, a tax invoice for the balance due will be payable by the hirer within 30 days.



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28. Keys must be returned within two business days of the date of hire, unless otherwise agreed by Council. Failure to return keys may result in charges being imposed for replacement of locks and all keys for the Community BBQ Trailer.
29. The Community BBQ Trailer must only be towed to the destination approved at the time of booking and must not be used for any other purpose other than that identified in the Hire Application Form.

Food Handling and Cooking

30. The hirer must protect the flooring from grease and oil spills. The hirer must ensure that after use, the floor is thoroughly cleaned to ensure that no food, oil or grease remains.
31. Outdoor use only (where permitted) barbeques, pizza ovens, spit roasts and/or gas bottles must be monitored at all times whilst in use and must not be left unattended. In the event of a Total Fire Ban, hirers are obligated to follow the restrictions set by the NSW Rural Fire Service with regard to cooking with solid fuels and/or open flames <https://www.rfs.nsw.gov.au/>.
32. When food is prepared and offered for sale at a Council facility, the hirer must complete a [Temporary Food/Market Stall Notification Form](#) available from Council. The completed form must be provided to Council no less than two weeks prior to the booking.
33. Any food preparation and cooking activities must be carried out on an appropriate surface to ensure that surfaces (e.g. tables, benches, and floor) are not damaged in any way.

Driver Requirements

34. The Hirer and Authorised Driver agree and acknowledges that:
 - The Authorised Driver is responsible for ensuring all Laws are adhered to.
 - Only the Hirer or an Authorised Driver will tow the Community BBQ Trailer.
 - The Authorised Driver holds a current New South Wales licence (not being a learner's licence or provisional licence) and has been licenced for at least twelve consecutive months. The Authorised Driver must have his/her current driver's licence available at all times when towing the Community BBQ Trailer and when collecting the Community BBQ Trailer at the commencement of the Hire Period.
 - The Hirer and Authorised Driver will exercise all reasonable care, precautions and use all due diligence to prevent loss or damage to the Community BBQ Trailer and/or third-party persons or property.
 - The Hirer or Authorised Driver will not make any alterations to the Community BBQ Trailer.

Prohibited Uses

35. The Community BBQ Trailer must never be used:
 - Recklessly or with deliberate intent to cause injury, loss or damage;
 - For committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of your drivers' licence);
 - On any road which is not properly formed and constructed as a sealed, metalled or gravelled road;
 - Only to be driven within Hornsby Shire.
 - To carry inflammable substances or hazardous materials;
 - If during the course of the Hire period it is damaged and becomes unsafe;
 - For any race, stunt, rally, test or motor sport activity.



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Indemnification and Termination of Agreement

36. Council reserves the right to terminate a hire agreement as a result of inappropriate, intimidating and/or threatening behaviour from a hirer or their guest(s) towards Hornsby Shire Council staff, other hirers and/or members of the general public.
37. Neither the Council nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the hirer or any person attending the venue.
38. The hirer will indemnify and keep Council indemnified for and against loss of, or damage to, Council property including buildings, furniture, fittings, flooring surfaces, grounds and landscaping where the loss or damage was reasonably preventable. The hirer will indemnify and keep Council indemnified for and against all claims, actions, suits, costs and demands which may be made or recovered against Council by any person whatsoever in respect of any personal loss, injury (including death) or damage sustained in respect of or arising out of the hiring or use of the venue except to the extent that such loss, injury or damage is caused by the negligence of Council, its servants or agents.
39. In the event that the hirer commits a breach of the Hire Agreement and/or any of the above Terms and Conditions of Hire Community BBQ Trailer, Council and/or Police may immediately terminate the agreement and require immediate vacation of the venue without prejudice to any right or action which may arise prior to such termination. Any security deposit paid by the hirer will be forfeited.
40. Council reserves the right to periodically update these Terms and Conditions of Hire Community Venues. Changes will be communicated to hirers and hire agreements updated as required.