



Terms and Conditions of Hire Hornsby Mall

General Conditions

1. The Hirer must be at least 18 years of age to obtain an activity or vehicle permit for Hornsby Mall and may be required to provide photographic identification upon request.
2. The Hirer must provide an accurate description of the purpose of hire and Hornsby Mall may only be used for the manner described. Council may refuse any application or cancel any booking in the event of a breach of the Terms and Conditions of Hire Hornsby Mall, 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 five (5) business days' notice to accept a booking for Hornsby Mall. Bookings outside of this time frame will not be accepted, unless there are exceptional circumstances with a strong public interest as determined by the Director Community & Environment or his/her delegate.
4. Council will only accept bookings within the current calendar year.
5. All bookings are not authorised until Council has provided the permit to the Hirer. Proof of permit must be retained by the Hirer throughout the designated hire time and location and must be shown if requested by an authorised officer of Hornsby Shire Council or nominee, or a member of the NSW Police Force.
6. Special conditions may be imposed for some types of events including, but not limited to: additional security requirements, traffic control plans, high-risk activity plans, safe work method statements and/or event safety plans.
7. Hornsby Mall must not be entered prior to the hire period and similarly must be vacated by the time the hire period ends. If the agreed booking time is exceeded, additional hire fees will be applied and invoiced. Payment of all additional invoices will be required prior to the return of the hirer's security deposit.
8. The Hirer is the responsible person for the activity and will undertake all supervision and planning associated with the activity. It is the responsibility of the Hirer to ensure all person/s in attendance remain within the designated site. Should the Hirer leave the designated site, a responsible person, being 18 or older, shall be nominated to act on their behalf during the period of absence. All designated sites must be attended at all times.
9. Closed Circuit Television (CCTV) is in operation within Hornsby Mall. Recorded images from Council-operated CCTV are collected and held by Hornsby Shire Council. Various private businesses may also operate CCTV which capture images of part of Hornsby Mall.
10. The Hirer acknowledges that Hornsby Mall is an Alcohol-Free zone and will ensure that no alcohol is consumed at any time. The Hirer acknowledges that Hornsby Mall is an Smoke-Free zone and will ensure that no smoking is permitted at any time. Please refer to appendix....

Hornsby Shire Council

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11. 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: www.kidsguardian.nsw.gov.au or email: check@kidsguardian.nsw.gov.au.

Fees and Charges

12. Hire charges for regular hirers will be calculated and invoiced on a monthly basis. Invoices for regular hirers have a thirty (30) day payment period and if payment is not received by the due date, action will be taken to recover the amounts due.
13. An invoice will be generated for casual hirers. Once 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 receiving the permit.
14. 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 from 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 informed of any forthcoming changes.
15. A security deposit in the form of a pre-authorisation hold is required for casual hirers of Hornsby Mall. If at the conclusion of the hire, there has been a breach of the Terms and Conditions, the funds will be withdrawn whilst the matter is investigated. If there are found to be no breaches of the Terms and Conditions of hire, the pre-authorisation security hold will be released. Regular hirers are required to pay a security deposit invoice prior to commencing hire. Security deposit amounts are published in Council's Fees and Charges.
16. All hirers, both regular and casual, may forfeit a security deposit or pre-authorisation amount in the event that The Hirer breaches any of the Terms and Conditions.

Cancellation Policy

17. Council's cancellation policy is as follows:

- 5 days' or more notice: 100% refund
- Less than 5 days' notice: full hire fees payable

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

Bookings for Hornsby Mall are non-transferable and Council does not accept tentative bookings or alterations.

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Public Liability Insurance

18. 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.

Hirers 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. It is the responsibility of The Hirer to collect and retain copies of the public liability insurance for each stallholder and/or individuals professionals relating to the Activity

Public liability insurance must be in the same name as recorded on the booking. Should The 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 Hornsby Mall. Council may at any time request evidence of such public liability cover.

Use of Hornsby Mall

19. The Hirer must comply with all Hornsby Shire Council requirements which may be displayed on notice boards erected within Hornsby Mall and should note that penalties apply for breaches of such notices. Any variations from the requirements of such notices must be approved by Hornsby Shire Council prior to a permit being issued.

20. The permit must be retained by The Hirer when using the designated site and produced, if requested by an authorised officer of Hornsby Shire Council, or a member of the NSW Police Force. Where a permit is not produced the person will be required to immediately cease the conduct of an activity and vacate Hornsby Mall.

21. The Hirer acknowledges that they have made their own enquiries and are satisfied that the designated site within Hornsby Mall is suitable for the conduct of their activity. It is the responsibility of The Hirer to undertake a site inspection, if required, to determine the suitability of Hornsby Mall for their Activity.

22. The Hirer will ensure that at all times their activity does not interfere with emergency vehicles that require access to Hornsby Mall. A three (3) metre clearance is required from any wall or railing surrounding the activity to allow vehicle access.

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23. The Hirer is required to ensure that their activity does not interfere with the pedestrian traffic flow or obstruction to the operation of existing businesses located within Hornsby Mall. The Hirer must ensure that adequate pedestrian access is maintained around the fountain and to all other parts of Hornsby Mall including access to businesses located within Hornsby Mall.
24. The Hirer shall ensure that where necessary, appropriate crowd control measures (including but not limited to, security barriers and security personnel) are provided during the hire times specified within the permit.
25. Prior to the hire period, The Hirer is required to supply a detailed event plan, at least one (1) week prior to the event.
26. The Hirer agrees to comply with any directions received from the Town Centre Management Officer in respect of public safety issues surrounding their activity.
27. The Hirer acknowledges that entering the water fountain is strictly prohibited.
28. Under no circumstances should any structures or furniture within Hornsby Council be utilised by The Hirer as a part of the activity.
29. Drawing pins, nails, screws, adhesive tape or any other item or substance that may damage infrastructure must not be used to affix decorations or any other structure associated with the activity. All items associated with the activity are to be completely removed at the conclusion of the event.
30. The Hirer is prohibited from anchoring or attaching ropes etc. to the street furniture, trees or light poles located within Hornsby Mall.
31. The use of free-standing temporary umbrellas, similar lightweight shade structures or any other free-standing items part of an activity by The Hirer is strictly prohibited.
32. The hirer shall ensure that following the conclusion of their activity all areas of Hornsby Mall used are left in a clean and tidy condition including but not limited to the removal of any oil/grease stains, litter/rubbish, rubber type marks, food stains etc. Failure to comply will result in a cleaning fee being imposed on the hirer.
33. The use of any cleaning agents or chemicals on the surface of Hornsby Mall will require approval from the Town Centre Management Officer prior to use.
34. A hirer must disclose if they intend to bring in and use their own electrical equipment within Hornsby Mall. If an electrician or a Council staff member is required to attend the Mall as a direct result of the hirers's use of the venue, an invoice for the service call and any repairs will be charged to the hirer. Flashing, illuminated and/or moving commercial advertising/branding is not permitted within Hornsby Mall.

The permit holder is responsible to ensure:

- Electrical equipment is tested and tagged
- Electrical cabling and leads are covered with appropriate cable ramps and trays
- Checking ampage on the Hornsby map (provided on application form & website) that it is sufficient for the equipment plugged into it.

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35. The hirer is required to obtain written approval for floodlighting or public address systems. The hirer shall ensure that any generators or associated electrical equipment does not cause any disruption to adjoining businesses and visitors to Hornsby Mall.
36. The use of A-frame or sandwich board advertising structures within Hornsby Mall by a hirer is strictly prohibited.
37. The hirer must ensure that any approved amplification of sound/noise generated from the activity is in accordance with the requirements of the Protection of the Environment Operations Act 1997.
38. 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'.
39. The hirer is responsible for any breakages, theft or damage caused to any part of Hornsby Mall during the hire period. Should such an incident occur, Council must be contacted immediately. Associated costs will be invoiced to the hirer and must be paid prior to the release of any security deposit or pre-authorisation hold.
40. Hornsby Shire Council will not permit any activities to be carried out in Hornsby Mall which in the opinion of authorised Hornsby Shire Council Officers or NSW Police are disorderly, offensive or objectionable in nature.
41. Hornsby Shire Council shall not be liable for the loss of any property or merchandise belonging to the hirer whilst conducting their activity within Hornsby Mall.
42. The issue of a permit should not be construed as Council's support or otherwise to a hirer's activity and/or the content contained within display posters or handbills associated with the activity.

Display Stalls

43. A hirer is responsible for supplying their own stall structure and any other associated furniture and equipment to be used as part of their activity.
44. The hirer must ensure that a stall structure is of an aesthetically high standard. Council reserves the right to request a permit holder to dismantle and remove any stall structure that is considered to detract from the overall ambience of Hornsby Mall.
45. The hirer must ensure that any stall structure is no larger than nine (9) square metres in area with an under canopy height no greater than 2.2 metres unless otherwise approved by Hornsby Shire Council.

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46. The hirer shall ensure that a stall is adequately secured. A minimum weight of five kilograms (5kg) must be secured to each supporting leg of a stall. The use of domestic free-standing garden styled gazebos/shade structures is strictly prohibited.
47. The hirer shall ensure that any advertising or other signage displayed is of a sufficiently professional standard. No handwritten signage is permitted. Advertising and marketing material used during the hire period must be enclosed with the activity application to be approved by the Town Centre Management Officer.
48. The hirer shall ensure that any commercial advertising and/or branding does not occupy more than 30% of the roof canopy, aprons, valances or side panels of any stall structure.
49. Hirer's intending to use a stall for the manufacture, preparation, storage and distribution of food for sale shall be required to comply with the requirements of the National Code for Food vending Vehicles as well as the Temporary Food Premises, the Food Act 2003 and the Food Regulation 2004.
50. All rubbish must be removed from Hornsby Mall at the completion of the hire period and disposed of in the Council provided bins, located within the grounds. It is the responsibility of the hirer to take with them any excess rubbish that does not fit in the bins provided. Failure to do so will result in Council retaining the security deposit and/or additional fees being invoiced to the hirer.

Food Handling and Cooking

51. All food preparation and cooking within Hornsby Mall must be conducted in the designated site only. The hirer must protect the tiles from grease and oil spills and other food stains. The hirer must ensure that after use, all food preparation surfaces and floors are thoroughly cleaned to ensure that no food, oil or grease remains.
52. The use of 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 www.rfs.nsw.gov.au.
53. When food is prepared and offered for sale at Hornsby Mall, 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 (2) weeks prior to the booking.

Indemnification and Termination of Permit

54. Council reserves the right, at its discretion, to refuse, terminate or relocate any confirmed hire or booking request at any time. Hirers may be asked to relinquish their booking because of multi-day or special event, exhibitions, elections, asset maintenance, Council activities and/or adopted Council strategies, Council resolutions, etc., or for Council to allow better use and programming of Hornsby Mall. If Council does exercise its discretion regarding cancellation or relocation to an alternative community venue, the hirer acknowledges and accepts that there can be no claim of loss or compensation against Council

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arising out of, or incidental to, the hire of the venue and Council's actions. The hirer will be subject to pay the adopted fees and charges of the alternative venue if one is utilised.

55. Council reserves the right to terminate a permit 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.
56. 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 activity.
57. 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 Hornsby Mall except to the extent that such loss, injury or damage is caused by the negligence of Council, its servants or agents.
58. In the event that the hirer commits a breach of the permit and/or any of the above Terms and Conditions of Hire Hornsby Mall, Council and/or Police may immediately terminate the permit and require immediate vacation of Hornsby Mall without prejudice to any right or action which may arise prior to such termination. Any fees and charges paid by the hirer will be forfeited.
59. Council reserves the right to periodically update these Terms and Conditions of Hire Hornsby Mall. Changes will be communicated to permit holders and permits updated as required.

In the event of an emergency, please telephone emergency services on 000.

Should damage sustained to Hornsby Mall require an immediate response, please telephone 9847 6666.

To report any other issues or to provide feedback:

- Lodge a service request online: hornsby.nsw.gov.au/council/about-council/contact-us
- Email: vmt@hornsby.nsw.gov.au
- Telephone: 9847 6050