

## General Conditions

1. The 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 venue 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, 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 5 business days' notice to accept a casual or regular hire booking. Bookings outside of this time frame will not be accepted. Council will only accept bookings within the current calendar year. Please note, all bookings for both regular and casual hire are not authorised until Council has provided written confirmation.
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. All venues have a minimum two (2) hour hire period with minimum ½ hourly increments thereafter unless otherwise specified. This may be reconsidered if a two (2) hour hire period is not available.
6. Children's birthday parties have a minimum four (4) hour hire period charged at the Casual Hire rate applicable.
7. Regular Hirers are those groups or individuals hiring the same Council venue 10 or more times per calendar year with a Regular Hire Agreement (unless otherwise specified within the Fees and Charges). The hireable space and period of hire must be the same for each booking in order to be eligible for regular hire. Regular hire bookings will not be accepted for Friday after 5pm or on Saturday and Sunday, unless otherwise specified.
8. Casual Hirers are those groups or individuals hiring the same Council venue no more than nine times per calendar year. Casual Hire takes precedence over Regular Hire to encourage a variety of activities within Council's community venues.
9. The venue 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.
10. The hirer will occupy and/or use the venue at his/her own risk. It is the responsibility of the hirer to check the condition of the venue and grounds immediately prior to occupation and determine whether the venue is fit for the intended use. If the condition of the venue is not fit for the intended purpose, the Hirer agrees to supply documentary evidence (e.g. photographs) to [vmt@hornsby.nsw.gov.au](mailto:vmt@hornsby.nsw.gov.au), for assessment.
11. When entering the venue, hirers are to make themselves aware of the emergency evacuation plan displayed within each venue. The hirer is to ensure that emergency exit routes remain clear at all times.
12. Closed Circuit Television (CCTV) cameras may be in operation on Council premises. Recorded images are collected and held by Hornsby Shire Council. Venues that have CCTV cameras in operation have signage on display.

## Terms and Conditions of Hire Community Venues

13. To allow the entry or consumption of alcohol at any Council community venue, it is the responsibility of the hirer to register their function on the NSW Police Force website at [https://www.police.nsw.gov.au/online\\_services/party\\_safety](https://www.police.nsw.gov.au/online_services/party_safety). The hirer must complete registration no less than two (2) weeks prior to the hire of the community venue. Upon completion of party registration, the hirer will receive a registration number. This number is to be provided to Council upon request. Hirers will forfeit their security deposit if alcohol is consumed and appropriate notification has not been sought.
14. 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](http://www.kidsguardian.nsw.gov.au).

### Fees and Charges

15. Hire charges for regular hirers will be calculated and invoiced in advance on a monthly basis. Invoices have a 30 day payment period and if payment is not received by the due date action will be taken to recover the amounts due
16. The payment method for regular hire is via direct debit only. The drawing of the direct debit payment occurs within the last seven (7) days of every month (with the exception of December, which is processed the first week of January). If the hirer's payment is dishonoured by the financial institution, Council will notify the hirer requesting that payment be made by an alternative method. The direct debit drawings will continue from the next scheduled debit. A dishonour fee will be applied to the hirer's account each time the amount is dishonoured as per the adopted Fees and Charges. If a hirer's direct debit is dishonoured by the financial institution three or more times in one calendar year (consecutive or non-consecutive), the Regular Hire Agreement may be terminated and Council will request the return of the venue keys (if applicable).
17. Hire charges for casual hirers 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 receiving the access code or key collection.
18. The Regular Hire fee and Not For Profit fee apply to yearly, Regular Hire Agreements only. Once the Regular Hire Agreement is confirmed by Council, the Regular Hire fee and/or Not For Profit fee will not be applied to any alterations or additional hire periods. In such circumstances, the Casual Hire fee will apply.
19. The Casual Hire fee applies to all bookings, at all times outside of a Regular Hire Agreement unless otherwise specified within the Fees and Charges.
20. It is the hirer's responsibility to ensure the following:
  - The hirer's nominated account can accept direct debits;
  - On the drawing date, there is sufficient cleared funds in the nominated account; and
  - Prior to any account changes, the hirer notifies Council in writing if the nominated account is transferred or closed.
21. It is the hirer's responsibility to ensure all invoices are paid in accordance with their hire agreement.

## Terms and Conditions of Hire Community Venues

22. 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 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.
23. A security deposit in the form of a pre-authorisation hold is required for casual hire of any Council venue with the amount dependent on the type of booking the hirer is making i.e. high risk event. 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 no breaches to the Terms and Conditions of hire, the pre-authorisation security hold will be released in line with the hirer's financial institution. 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.
24. Hirers, both regular and casual may forfeit a security deposit or pre-authorisation amount in the event that the key (if applicable) is not returned or that the hirer breaches any of the Terms and Conditions of Hire Community Venues.

### Cancellation Policy

25. Council's cancellation policy is as follows:

- 30 days' or more notice: 100% refund
- Less than 30 days' notice: full hire fees payable

Cancellations for casual and regular hire will only be accepted in writing (via email). Please send notification to [vmt@hornsby.nsw.gov.au](mailto:vmt@hornsby.nsw.gov.au).

Both regular and casual hire bookings are non-transferrable and Council does not accept tentative bookings or alterations. Once the hire agreement has been confirmed (both regular and casual), any additional bookings will need to be booked online, where the Casual Hire fee will apply.

### Public Liability Insurance

26. 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 Facility

27. Chairs and tables must be returned to the allocated storage area at the end of the hire period. For safety reasons chairs are to be stacked no more than 10 high and are not permitted to be placed in front of cupboards, fire extinguishers, equipment or doors which others may need to access.
28. Property not belonging to Council that is kept at the venue during the term of a hire agreement will be at the owner's risk. Once the term of agreement has concluded, the hirer must remove all property unless otherwise authorised by Council. Council shall not be held responsible for any personal property left at the venue and Council is authorised to remove and dispose of all property/equipment.
29. Hirers must disclose if they intend to bring in and use their own electrical appliances at a Council venue and ensure equipment is tested and tagged. If an electrician or staff are required to attend the venue as a direct result of a hirer's use of the venue, an invoice for the service call and any repairs will be charged to the hirer.
30. No naked flames of any type may be lit or utilised within the venue, including candles or tea lights. No open fires/candles of any type may be lit in the surrounding grounds. Smoke/fog machines and/or ceremonial fires or similar are not permitted within Council venues or the surrounding grounds.
31. Activities conducted within a venue must not impact on other hirers or the general public.
32. Animals and ball sports are not permitted inside venues or the surrounding grounds unless written permission is attained from Council.
33. Drawing pins, nails, screws, adhesive tape or any other item or substance that may damage infrastructure must not be used to affix decorations. All decorations are to be completely removed at the conclusion of the event.
34. Signs may not be displayed by hirers except on the designated notice boards provided, non-compliant signs will be removed. Temporary, external signage such as A-frames, teardrops or banners are permitted inside the venue perimeter for the duration of individual bookings and must be removed prior to leaving the venue on each occasion. Temporary signage is not to obscure any permanent signage on site.
35. The hirer is to ensure that any wet clothing, umbrellas or other items are either stored in dedicated facilities provided or in a safe location within the venue away from any activity areas. Any water on floor surfaces shall be cleaned up immediately.
36. 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'.

37. 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](http://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.
38. The hirer is responsible for any breakages, theft or damage caused to the building, grounds or equipment during the hiring 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.
39. The hirer must ensure that all lights, fans, heaters, air conditioners, sound systems and cooking appliances are turned off, windows and doors closed, locked and secured prior to leaving the venue, including any external amenities or storage areas.
40. Smoking is not permitted within any Council Community Venue, including the surrounding grounds and carparks. It is the responsibility of the hirer to ensure this condition is strictly adhered to by all guests.
41. Hirers must bring cleaning products including garbage bags and ensure that the venue is left in a clean condition. All tables and chairs are to be wiped clean before being put away by the hirer, floors swept (and mopped if required) and kitchen equipment cleaned. Bathroom and toilet areas must also be checked, sinks and benches wiped down and paper picked up off the floor.
42. All rubbish must be removed from the venue at the completion of the hire period and disposed of in the Council provided bins, located outside the building. It is the responsibility of the hirer to take with them any excess rubbish that does not fit in the bins provided with the lids closed. Failure to do so will result in Council retaining the security deposit and/or additional fees being invoiced to the hirer.

## **Storage**

43. Hirers are to provide Council a key or code to enable access to all storage areas, both internal and external. It is a requirement of the hirer to ensure no chemicals, dangerous and/or flammable goods are stored on Council managed property at any time.
44. Council cannot guarantee storage facilities for hirers and historical arrangements may change with prior notification from Council. Council reserves the right to review the allocation of storage for hirers at any time. In such instances, a minimum of four weeks' notice will be provided to the hirer.

## **Food Handling and Cooking**

45. All food preparation and cooking within the venue must be conducted in the designated kitchen areas only. Hirers must protect the flooring from grease and oil spills and other food stains. Hirers must ensure that after use, all food preparation surfaces and floors are thoroughly cleaned to ensure that no food, oil or grease remains.
46. No barbecues, spit roasts or gas bottles are permitted within the venue (building) or within three (3) metres of the building's exterior.

47. 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 [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au).
48. When food is prepared and offered for sale at a venue, 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.

### High Risk Functions and Liquor Consumption

49. Council has several designated facilities suitable for high risk events. High risk functions are considered to be, but not limited to 16 – 21 year old birthday parties, youth events, large crowd events and live music events. The hirer must be at least 21 years of age to hire a Council venue for a high risk function and will be required to provide 100 points of identification prior to confirmation of the booking.
50. High risk functions are subject to special conditions and therefore, require at least six (6) weeks' notice to be considered for approval.
51. A NSW Police Force *Notification to Take and Consume Alcohol in Public Halls* must be obtained from the Local Area Command (Police station) to allow the entry and or consumption of alcohol at any Council owned venue. Council is to be provided with a copy of the authorised form not less than 30 days prior to the booking.
52. Liquor must not be sold or offered for sale at any time at a Council venue. This includes disguising the cost of the liquor in the price of a meal, admission or any other type of ticket or function cost.
53. Persons under the age of 18 years must not be served, supplied or sold liquor. To do so is an offence under the *Liquor Act 2007* and subject to a penalty/fine.
54. Licenced security guards holding a certificate of currency for public liability for no less than twenty million dollars (\$20,000,000.00) must be employed at high risk functions for the duration of the function/event. Evidence of security guard employment and insurance is to be provided to Council not less than 30 days prior to the booking. A minimum of one licenced security guard for up to 50 guests and thereafter, a ratio of one licenced security guard for every additional 50 guests.
55. Functions are to be contained within the venue, guests are to be requested not to congregate in outside areas including car parks or streets.
56. To minimise opportunities for uninvited guests, only one (1) door of the venue should be used for exit and entry with supervision from hired security guards and responsible adults be provided at all times.
57. The event must not be openly advertised without prior written consent from Council. This includes advertising via the internet including social media and forums.

### Indemnification and Termination of Agreement

58. Council reserves the right to at its discretion, to refuse, terminate or relocate any confirmed hire or booking request at any time. Regular and/or casual 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 all Community Venues. In such cases, Council may work with the hirer to offer an alternative venue for their use, subject to availability. If Council does exercise its discretion regarding cancellation or

relocation to an alternative venue, the hirer acknowledges and accepts that there can be no claim of loss or compensation against Council 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.

59. The Hirer acknowledges and accepts that there are scheduled maintenance works completed each year and that the venue will be unavailable for hire and cannot be accessed during this time. The asset maintenance schedule is subject to change with prior notice from Council. Council is under no obligation to relocate the hirer to an alternate venue during periods of scheduled asset maintenance and venue closures.
60. 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.
61. 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.
62. 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.
63. In the event that the hirer commits a breach of the Regular Hire or Casual Hire Agreement and/or any of the above Terms and Conditions of Hire Community Venues, 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 fees and charges paid by the hirer will be forfeited.
64. 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.

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

**Should damage sustained to a Council venue 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](https://hornsby.nsw.gov.au/council/about-council/contact-us)
- Email: [vmt@hornsby.nsw.gov.au](mailto:vmt@hornsby.nsw.gov.au)
- Telephone: 9847 6050