

# Community Centres & Halls

## Terms & Conditions of Hire

As at 1 January 2021



**Hirers acknowledge and agree to comply with the following terms and conditions:**

### **1. General**

- a) Hirers must be minimum 18 years of age. Photographic ID is required. Social gatherings (when permitted) will not be booked for any person under the age of 25 years.
- b) The type or nature of the event and number of participants must be accurately stated.
- c) All hirers and their guests attend the facility at their own risk.
- d) The hirer is responsible for the behavior of those attending their event and attendee compliance with these Terms & Conditions.
- e) City of Newcastle (CN) has the right to conduct checks of facilities to ensure compliance with these Terms & Conditions.
- f) Booking time includes set up, pack up & cleaning of the facility.
- g) Access instructions are confidential and for the use of the hirer only. Access to the facility is not permitted outside of the booking time.
- h) Smoking is not permitted within 10 metres of the facility or within any boundary fencing.
- i) Displays and decorations are not to be fixed to any surface of the facility. Fasteners of any kind such as staples, nails, pins, bluetac etc. are not permitted. No confetti is allowed on the premises.
- j) CN may request additional information on your event including, but not limited to, details of any security arranged for specific events before confirming your booking.
- k) No animals are permitted in the facility except for animals permitted under the Companion Animals Regulation 2018.
- l) Hirers will be responsible for the cost of any damage, accidental or otherwise, caused at the facility, by any act, omission or negligence of the hirer or their guests.
- m) Hirers will not facilitate or participate in activities that involve the sale of fur or exotic animal skin products

### **2. Compliance with Laws**

- a) Hirers must always comply with all laws including, statutes, rules, regulations, proclamations, ordinances, by-laws, instruments, orders, consents, approvals, permits and licences made or issued under any statute or by any federal, state or local government authority or body.
- b) Hirers must read, acknowledge and comply with any Facility Covid-Safe Plan in place at the time of their use of the facility.
- c) Bookings may be cancelled, and the facility closed at any time, following a Government directive or at the discretion of CN.

### **3. Quiet enjoyment**

- a) The hirer is not to interfere with the reasonable quiet enjoyment or privacy of other hirers in the facility or neighboring properties. The booking or future bookings may be cancelled should complaints be received.
- b) All noise is to be kept within reasonable limits (including entering and departing the facility) as follows:
  - Sunday to Thursday noise to cease by 9pm vacate by 10pm
  - Friday, Saturday or preceding a public holiday noise to cease by 10pm; vacate by 11pm

#### **4. Insurance**

- a) All Incorporated Bodies, Sporting bodies, Clubs and Associations of any kind OR For Profit/Commercial activities must provide a copy of their valid Public Liability Insurance (minimum \$20 million). Public Liability Insurance must list CN as an interested party.
- b) Insurance of the hirer's equipment and goods is the responsibility of the hirer.
- c) It is the hirer's responsibility to sight all contractor's current public liability insurance (minimum \$20 million) to cover catering, entertainment, security or any other service to be provided at the facility.

#### **5. End of hire/vacate responsibilities**

- a) All tables, chairs and equipment are to be cleaned and neatly stored as it was at the commencement of hire.
- b) All personal equipment & belongings are to be removed from the facility. Items left at the facility may be disposed of without further notice.
- c) Hirers are to remove all rubbish from the facility and the hirer is responsible for legal disposal.
- d) All areas of the facility are to be cleaned in accordance with any facility Covid-Safe Plan in place at the time of their use of the facility.
- e) All lights and appliances are to be switched off prior to departure.
- f) The facility must be secured, ensuring all doors and windows are locked and alarms (where applicable) are armed.
- g) Keys are to be returned to the lock box.

#### **6. Regular Hirers**

- a) Storage cupboards are available at selected facilities for a monthly [fee](#). Storage is to be booked separately and is subject to further Terms & Conditions.
- b) Hire will be invoiced monthly in arrears. Non-payment of fees will result in cancellation of future bookings.

#### **7. Casual Hire**

- a) Hire [Fees and Charges](#) must be paid in full to secure the booking.
- b) A cleaning fee is applicable to all casual bookings. Hirers must ensure that the facility is left clean and tidy as it was at the commencement of hire.

#### **8. Fees & Charges**

- a) CN Schedule of [Fees and Charges](#) are reviewed annually. Changes will not be notified to hirers, however, Fees and Charges will be updated on the website each financial year.
- b) Cancellation Fees will apply as follows in accordance with the Fees and Charges
  - less than 48 hours' notice –The full hire fee and cleaning fee will be charged.
  - One week to 48 hours' notice – 50% of the hire fee will be charged.

#### **9. Security Bond**

- a) All bookings are subject to a security bond to be paid in advance of the booking.
- b) Refund of the security bond is subject to the facility being left in the same condition as at the commencement of hire.
- c) Bond refunds can take up to 28 days after the event.
- d) Bank account details to be supplied when booking for refund of the bond.
- e) CN shall be entitled to apply the whole or any part of the security bond to remedy any breach of this Agreement or damage caused by the hirer or their guests at the facility and demand from the Hirer any balance owing if the security bond is insufficient to meet the cost of remedy.

#### **10. Alcohol**

- a) The sale of alcohol is not permitted at the facility.

b) If alcohol is to be consumed during your hire, the Safe Party/function notification form from the Police Local area command is required to be completed. Access to the facility is subject to a copy being provided to CN prior to your hire.

**11. Emergency Assistance**

Contact CN After Hours Emergency line on 4974 2000. A callout fee will be payable if the hirer is at fault or the callout a result of their use of the facility.

**12. Risk Assessments & Inductions.**

- a) In accordance with the Work Health & Safety Regulation 2017, any electrical appliances that belong to the hirer and are used at the facility must be tested and tagged by a qualified person.
- b) Hirers are to meet their own First Aid requirements as First Aid Kits are not provided at the facility.
- c) All hazards and/or incidents must be promptly reported to CN by calling 4974 2000.
- d) Site Inductions and evacuation diagrams must be read and acknowledged.

**Acknowledgement**

I agree to abide by these Terms & Conditions of hire and acknowledge that current and future bookings will be cancelled for breach of these Terms & Conditions.

I further acknowledge CN reserves the right to cancel or refuse bookings at their discretion.

**Breach of Conditions**

Any breach of the above Conditions entitles CN to terminate the agreement and the facility is to be immediately vacated.

CN shall be entitled to recover from the hirer the cost of remedying or rectifying any breach of the hire agreement or these Terms & Conditions of Hire including legal and court costs of such recovery.

I agree that the premises are hired for the purpose as requested and for such purposes only. I have read the Conditions of Hire for Community Facilities and agree to abide by them.

**Privacy statement**

CN is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council's Privacy Management Plan.

Purpose of collection: Personal information, including photo ID is collected to confirm the identity and address of the responsible hirer.

Intended recipients: CN staff will have access to the information for the purpose of administering the hire agreement and comply with any statutory obligations.

Supply: Voluntary.

Consequence of non-provision: Condition of Hire not met so person unable to hire venue.

Storage and security: CN's electronic record keeping system(s) accessible only by CN staff for no longer than is required by the General Retention and Disposal Authority of NSW and CN's statutory obligations, and be disposed appropriately.

Access: Individuals can check the accuracy of their personal information held by CN by written request addressed to CN Privacy Contact Officer.

<b>Hirer Details and acknowledgement to the above Conditions of Hire.</b>
<b>Event Organiser/Group Name:</b>
<b>I/We acknowledge and fully understand the above Conditions of Hire. YES <input type="checkbox"/> NO <input type="checkbox"/></b>

**Signature:**

**Date:**