

Community and Cultural Facilities Conditions Of Hire



PREAMBLE The Conditions listed below apply to the use of a Council Community Centre or Hall by the Hirer specified in the agreement/application. These Conditions form part of the hire agreement and 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 agreement between Council and the Hirer for the use of a Council Facility. This document along with a Hire Application forms a part of this Agreement.
- Council:** Hornsby Shire Council
- Council Officers:** Employee's of Council
- Management Committee:** Delegated under section 377 of the Local Government Act 1993 to be responsible for the care, control and management of a Council Community Centre or Hall for and on behalf of Council.
- Damage:** Includes loss or disappearance of goods.
- Hirer:** The person, group or organisation authorised by Council or Management Committee 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

Council's authorisation for the Hirer's use of a Council Facility is subject to the following Conditions:

1. The Hirer agrees as follows:
 - I. To use the Facility for the purposes nominated in the Agreement.
 - II. To use the Facility for the times nominated in the Agreement.
 - III. To limit the number of people in the Facility to the capacity specified in the Agreement.
 - IV. To comply with payment terms as specified in the Agreement.
 - V. To limit activities strictly to the Facility as prescribed in the Agreement.
 - VI. To ensure that at all times the Facility will be under the control of a responsible person over the age of eighteen and shall not be sub-let
2. For the intention of enforcing compliance, the Hirer must disclose an accurate description of the intended hire in the Agreement. In the event of the Hirer committing a breach of any of the terms of the Agreement including these Conditions, Council officers, Management Committees and/or Police 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.
3. The Management Committee or Council may refuse any application or cancel any booking where the usage is judged by Council Officers to be contrary to public interest. Pro-rata fee refunds will apply. Council will not be liable for any consequential loss
4. The Hirer must not use the premises for any of the following activities **unless specifically authorised in the Agreement:**
 - I. The sale of food or drink or consumer items of any kind;
 - II. The erection or use of mechanical or structural amusement devices;
 - III. The playing of any games or sport;
 - IV. The erection of structures of any kind including signs, hoardings, tents or fences;
 - V. Events of a commercial nature;
 - VI. The use of vehicles, aircraft or working models of vehicles or aircraft inside the Centre;
 - VII. Any activity involving the use of animals;
 - VIII. For any activity which may pollute the environment;

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- IX. For the consumption of alcohol;
 - X. For the holding of any fireworks display or the ignition of fireworks;
 - XI. For any activity involving naked flames excluding the use of BBQ's and spit roasts in open air but not within three (3) metres of the building;
 - XII. For hot work of any kind;
 - XIII. For any unlawful activity.
5. The Hirer shall indemnify the Council against:
- I. Loss of, or damage to, Council property including buildings, furniture, fittings, flooring surfaces, grounds and landscaping where the loss or damage was reasonably preventable;
 - II. Claims by any person in respect of personal injury, death, the loss of or damage to any property, arising out of or as a consequence of the Hirer's actions or failure to act in any matter or circumstance relating to the agreed use of the Facility. This indemnity includes claims arising from personal injury, loss of value, loss of income, loss of amenity or damage to property, and any costs or expenses arising there from.
- However, the Hirer's liability under this clause to indemnify the Council shall be reduced proportionally to the extent that a negligent act or omission of the Council or employees or agents of the Council, has contributed to the loss, damage, death or injury.
6. The Hirer must keep in force, during the currency of the Agreement, a Public and Products Liability insurance policy with a Limit of Indemnity of not less than Twenty Million Dollars and a deductible (excess) of no more than \$500. A higher Limit of Indemnity may be requested by Council in certain cases. A Certificate of Currency must be produced at the time of finalising the Agreement.
7. Subject to the terms of the Insurance Questionnaire as part of the Hire Application process, an applicant may be exempted from the provisions of Clause 6 where the Committee booking officer judges the proposed hiring to fall under the terms of a Casual Hirers Liability insurance policy maintained by Council.
8. The Hirer is responsible for inspecting the building, surrounds, carpark and amenities immediately prior to use to ensure the Facility is safe and fit for the agreed use. The Hirer is responsible for contacting Council to resolve any hazard or unsafe conditions. The Hirer retains the responsibility to decide whether a hazard or unsafe condition has been sufficiently alleviated to permit the activity to proceed.
9. At the commencement of the usage period, the Hirer shall inspect all emergency exit routes and doorways to ensure they permit clear and immediate egress at all times. The placing of chairs or chains to secure fire doors is prohibited.
10. In the case of an emergency, the hirer is responsible for acting on the direction of Council Officers and/or the Management Committee. In the case where direction from Council Officers and/or the Management Committee is not available, the Hirer shall respond to the emergency by clearing the Facility, contacting emergency services and minimising the hazard as appropriate and where safe to do so. Council's after hours telephone number is 9847-6666.
11. The Hirer is responsible for ensuring that fire fighting equipment is not discharged, used or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.
12. The Hirer must not bring onto the premises dangerous goods including but not limited to:
- flammable or combustible liquids;
 - gas cylinders, other than a single cylinder not exceeding 25L capacity for use in the open air only;
 - toxic or corrosive chemicals of any kind.
13. All Council Facilities and 10 mtrs from the facility are strictly non-smoking venues and the Hirer is responsible to enforce this prohibition for the duration of their hire.

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14. All keys provided to the Hirer are not permitted to be copied. If additional keys are required, the Hirer must contact the Facility Administrator.
15. All Hirers who are provided with a lockable storage facility must provide a key to the Facility Administrator.
16. Alcohol is only permitted to be served and consumed on the premises with permission of the Facility Administrator. If alcohol is to be consumed the 'Advice to Police – Liquor Consumption' section is to be completed on the Hire Agreement. Alcohol is not permitted to be sold on the premises or surrounding grounds, or served to persons under the age of 18 years.
17. Under the provisions of the Copyright Act a duty is imposed on a person or body that causes or authorises the public performance of protected sound recordings to obtain a licence from the owner of the relevant copyright. A licence is required for the use of the copyright in the recording (owned by the Phonographic Performance Company of Australia) (PPCA) as well as the copyright in the musical work itself (owned by the Australian Performance Rights Association) (APRA).
18. The hirer must cease all noise at 10:00 pm Sunday –Thursday and 12:00 midnight on Friday and Saturday. The hirer must make sure no noise is creating a nuisance for other persons or a hazard to the Facility. The hirer will act on any reasonable request by any person to mitigate any such nuisance.
19. The Hirer must not remove or permit the removal of, any furniture, equipment or contents from the Centre without the permission of Council or Management Committee.
20. Property not belonging to Council which is kept at the Facility during the currency of the Agreement will be at the owner's risk. Once the term of agreement has concluded, the hirer must remove all property unless authorised by Council or Management Committee. Neither Council nor the Management Committee shall be responsible for any personal property left at the Facility.
21. At the end of each use, the Hirer must leave the Facility in a clean, tidy and safe condition. The Hirer guarantees that the Facility is locked and secure, including all windows and doors. The Hirer's cleaning time must be included in the allocated period of use. Council and/or Management Committees may levy additional charges where special cleaning is required. Keys and security alarm codes shall be safeguarded and kept confidential to the smallest possible number of responsible persons.
22. Hirers are required to place all rubbish in the bins provided outside the building. In the event that the bins at the facility are full, it is the hirers responsibility to take any excess rubbish away with them upon vacating the premises
23. Cancellations of a booking for a community centre or hall must be made at least 48 hours prior to the commencement of the hire time to be eligible for a refund. Cancellations after this time will incur the full hiring cost. Should a booking need to be cancelled outside of Council hours, please email either communitycentres@hornsby.nsw.gov.au or contact Council's after hours number on 9847 6666.