



Terms and Conditions of Hire

for Regular and General hirers of Council's Community Halls

Privacy Protection Notice:

The personal information that Council is collecting from you is personal information for the purposes of the Privacy and Personal Information Protection Act 1998 (PPIP Act).

Intended Recipients: The intended recipients of the personal information are Officers within the Council.
Reason for collection: Council is collecting this personal information from you, to provide services you request.

Supply: The supply of information by you is voluntary. If you do not provide Council with this information, unfortunately Council will be unable to process your service request.

Access and Correction: You may make an application to access or amend information held by Council.
Storage: Council is the agency that holds and controls the information

Enquiries about Privacy Protection Notice: Contact Council via email council@bmcc.nsw.gov.au or phone 4780 5000.

Definitions

Council: Refers to Blue Mountains City Council.

Hirers: Includes those who have booked Council facilities, those who have booked the use of Council-controlled public spaces (such as town squares or public reserves which cannot be hired, but where an application is required for some uses), and those who have booked to display banners at specified sites.

Facilities: Includes:

- Council-managed built spaces and outdoor spaces (such as, but not limited to, halls, theatres, galleries, forecourts, leisure centres, pools,
- gyms, parks, sportsgrounds and courts, visitor information centres, and meeting rooms),
- Council-controlled public spaces (such as, but not limited to, town squares and public reserves), and
- Council's Community Access Bus.

Management: In the context of approvals or instructions, refers to approval or instruction by authorised officers of Blue Mountains City Council.

A. GENERAL TERMS

1. Regular hirers may make bookings up to 12 months in advance. Renewals may be made by completing and submitting a booking application form, together with any supporting documentation including a certificate of currency for public liability insurance. Evidence of "not for profit" status may be requested.
2. Bookings may be made up to 12 months in advance. Applications are made using the booking application form, and submitted to Council together with supporting documentation, where

applicable. The booking is not confirmed until full payment is received and may be cancelled if payment is not received within the prescribed time. Evidence of "not for profit" status may be required.

3. Applications must be made on the prescribed form and made by a person over the age of 18.
4. Council will notify the hirer whether the booking is approved. Council has the right to refuse a booking.
5. The hirer is not permitted to use the facility for any period, purpose or activities other than what is indicated on the booking application form.
6. When the contact person on the booking changes, e.g. when they leave the group/organisation, Council should be notified in writing as soon as practicable.
7. The hirer must ensure that the number of people attending the activities does not exceed the maximum capacity of the facility as determined by Council in accordance with fire regulations.
8. All persons entering Council property do so at their own risk.
9. The hirer is responsible for conducting an inspection of the facility upon arrival and report any damages immediately to Council to ensure that the cost to repair the damage is not passed onto the hirer.
10. The hirer acknowledges that the facility is a shared facility and may be used by other groups or third parties from time to time. Council is not responsible for loss, damage or stolen property belonging to the hirer or the hirer's invitees.
11. The hirer must return the premises to a clean and tidy state at the conclusion of the function.
12. Smoking is prohibited in any part of the premises, and within 4 metres of all entrances to any building on the property.
13. Where the production and service of food forms part of the event, Food Safety Standards must be met. If a commercial caterer is engaged ensure that they hold current product/public liability.
14. Uses/activities not permitted or prohibited:
 - a) The drilling of holes, nails, tacks or other such materials that cause permanent damage to the building, its fixtures and fittings.
 - b) The use of adhesive tape on the floor, walls or ceiling.
 - c) Fires of any type are prohibited in Council facilities and on the surrounding grounds.
 - d) Outdoor banners/signs unless permitted on an existing sign or obtained under separate approval.
15. Where the function is a party or celebration, the hirer must register the party with the NSW Police Force https://www.police.nsw.gov.au/online_services/party_safety/party_registration and provide a copy of the registration to Council.
16. Events where liquor is sold, an appropriate permits/licences must be obtained by the hirer and provided to Council.
17. The hirer must comply with the conditions of this agreement; failure to do so may result in additional fees and charges, forfeiture of the bond and/or cancellation of the booking.
18. Council reserves the right to make changes to the Terms and Conditions of Hire as required.

B. BONDS, HIRE FEES AND OTHER CHARGES

1. All fees and charges are reviewed annually by Council and subject to change each year on 1 July.

2. The hirer of a general booking must pay all applicable fees to secure the booking. Fees must be paid within 30 days of the date of issue, and prior to the event, whichever is sooner. Keys will not be issued unless all fees are paid.
3. Hirers with regular bookings will be invoiced monthly. All fees must be paid within 30 days after the end of each quarter.
4. When applicable, evidence of the hirer's *Not for Profit* status should be provided with the booking application form to receive any relevant discounted fee.
5. A bond is payable on high-risk events. As a guide, an event may be deemed high risk when any of the following apply:
 - a) Alcohol is present;
 - b) Function is a party or celebration;
 - c) The event is by open invitation.
6. The hirer is responsible for conducting an inspection of the facility upon arrival and report any damages immediately to Council to ensure that the cost to repair the damage is not passed onto the hirer.
7. A bond may be retained in circumstances including, but not limited to, costs incurred by Council for excess cleaning or damage to the facility. Council reserves the right to invoice the Hirer for the full costs incurred by the Council for such damage or cleansing as a result of the activities.

C. CANCELLATIONS

1. Cancellations of bookings must be made by the hirer in writing to Council. If a booking is cancelled more than five (5) working days before the scheduled activities the hire fee will not be charged. If the booking is cancelled within five (5) working days of the scheduled activities, twenty-five (25)% of the hire fees will be retained by Council.
2. Council retains the right to cancel or relocate bookings at any time where the facility is required for the purpose of the Council. In these instances, Council will endeavour to provide the affected parties with due notice and offer an alternative venue where possible or provide a full refund of any fees paid. Council is not liable to the hirer for any loss or damages suffered by the hirer resulting from the cancellation.

D. INSURANCE AND INDEMNITY

1. Sporting Clubs, Incorporated bodies, Associations, Commercial for profit businesses and/or individuals or groups who charge a fee for service and/or an admission fee, **are required to provide a Certificate of Currency** for Public Liability Insurance of no less than \$10 million. A copy of the certificate of currency must be submitted with the booking application form.
2. Hirers may be required to complete an indemnity agreement form.
3. Council will not compensate the hirer for any losses of any goods or equipment or consequential losses arising out of the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their own equipment and goods.

E. KEYS

1. Hirers with regular bookings will be issued keys by Council for the full booking period. Keys must be returned to Council when the key holder leaves the group and/or activity. Council will reissue

the keys to the new contact of the group and/or activity. Keys cannot be given to another person without written permission from Council.

2. Hirers with a general booking will be required to collect the keys from Council prior to each booking session. Call staff on 02 4780 5000 to make key collection arrangements. Keys will only be issued to the hirer unless otherwise negotiated with Council. Upon request, identification must be presented before the keys will be issued.

F. MINIMISING RISK & MANAGING EMERGENCIES

1. The hirer must provide Council with full details of any incident that occurs during an activity that results in the attendance of the Police, damage to Council property, or injury to a person/s. These details must be reported to Council in writing within 24 hours.
2. The hirer is responsible for familiarising themselves with the Evacuation Plan on display at the facility, including the location of emergency exit doors, before commencing any activities.
3. All fire exits are to be kept clear at all times and fire regulations strictly adhered to.
4. The hirer is responsible for checking that all electrical equipment brought into the facility is not damaged or defective in any way. Electrical articles/leads brought onto the premises should be tested and tagged by a qualified electrician. The cost of repair and/or service will apply where failure of the power is a result of the hirer's and/or their invitee's actions (eg: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
5. The hirer must ensure all safe work practices are followed under the *Work Health and Safety Act 2011*. To minimise risk, ensure that any contractor or commercial operator engaged as part of the function holds a current liability /workers compensation certificate and/or appropriate licences.
6. It is recommended that security guards are engaged for high risk functions, and on site at least 15 minutes prior to the start of the function, during the function and at least 15 minutes after the close of the function.

G. CONDUCT AND BEHAVIOUR

1. The hirer is responsible for the conduct and behaviour of all persons attending the activities. This includes both inside and outside of the facility.
2. Council has the right to decline future bookings if the hirer does not exercise reasonable control over all persons attending or leaving the facility.
3. The hirer will be responsible for payment of any costs associated with damage or vandalism caused to the facility by any person attending the activities.
4. All persons attending the activities must observe parking rules and regulations.

H. CLEANING AND LOCKING UP

1. The hirer is responsible for leaving the facility in a clean and tidy condition.
2. The hirer is responsible for ensuring that all rubbish is placed in the external bin. If rubbish exceeds the bin capacity, the hirer must take the rubbish away.
3. The hirer must ensure that all lights, fans, heaters, air conditioners and cooking appliances, etc. are turned off, the windows closed and doors locked, prior to leaving the facility.



TERMS AND CONDIITONS OF HIRE

I. ADDITIONAL FEES AND CHARGES

Any additional fees and charges incurred by the hirer as a result of a breach of the *Terms and Conditions of Hire* will be applied according to Council's adopted Fees and Charges. These fees will be invoiced separately to the hirer.

Failure to comply with these terms and conditions could result in refusal of future requests for facilities hire, and bookings already made to be cancelled. Bonds may also be forfeited.