

TERMS AND CONDITIONS OF FACILITY HIRE

The hirer agrees to abide by the conditions set down herein for the hire of the facility. No amendment or variation of these terms is valid unless confirmed in writing by both parties.

DEFINITIONS AND VARIATIONS

- **Council** means Port Stephens Council, ABN 16 744 377 876, 116 Adelaide Street Raymond Terrace NSW 2324.
- **Hirer** means the person/organisation named in the Port Stephens Council Facility Hire Application Form
- **Bonds** means the sum of money payable by casual Hirers, as set out in Council's Fees & Charges available online
- **Booking Officer** is the person assigned to manage and process bookings at each individual facility
- **Committee** is a delegate of Council. Anything the Committee undertakes the Council can do as if the Council were the party entering into this Agreement instead of the Committee.
- **Facility** is the building structure and internal fit-out and includes curtilage (the area immediately surrounding the Facility, and the sports fields (if applicable)
- **Casual Hirer** means they Hire the hall less than 12 occasions in a twelve month period
- **Regular Hirer** means they hire the hall more than 12 occasions in a twelve month period

1. BOOKING AND FEES AND CHARGES

- 1.1. Applications for hire are to be made by completing and submitting an Application for Facility Hire form to the relevant facility booking officer 14 days prior to the event. For hire requests within 14 days, please contact the Booking Officer by phone or email to confirm availability.
- 1.2. The Hirer must disclose the intended use of the facility including the nature of the function, spaces required and if alcohol will be present.
- 1.3. Council may, at its discretion, decline any application for hire.
- 1.4. Facility hirer rates are in accordance with Council's current Schedule of Fees and Charges available on Council's website which are reviewed and updated from 1 July each year.
- 1.5. Any application for use of a Facility is subject to Council's consideration in regard to the nature of the activities or functions to be held. Depending on the nature of the activity, the Applicant may be required to further submit an Event Application.
- 1.6. An application for Facility Hire request is not approved until the Hirer has received a booking confirmation from the Facility Booking Officer
- 1.7. When Council permission is granted to a person and/or organisation based on the details provided in the Application, no other activity shall be substituted nor will sub-letting by that person or organisation be allowed.
- 1.8. Regular Hirers may book up to a 12 month period however the applicable Fees and Charges will apply per financial year.
- 1.9. A new Facility Hire Application form will need to be submitted each financial year if the Hirer wishes to continue their regular booking.

- 1.10. Amendments to current bookings can be requested via email for consideration and acceptance by the Booking Officer.
- 1.11. Payment is required 7 days prior to the hire period.
- 1.12. Hire times listed on the facility Hire Application form are to include time required for set up and pack up times

2. BONDS

- 2.1. Bonds are applicable to casual hirers and are to be paid in accordance with Council's current Schedule of Fees and Charges.
- 2.2. The Bond is to be paid at least 7 days prior to the booking.
- 2.3. The Bond may be applied by Council towards any cost of cleaning, repairing and replacement of any damage to equipment, fixtures or fittings within the interior and exterior of the Facility and curtilage arising out of the hiring of the Facility.
- 2.4. If the Bond is not applied as per item 2.3, it will be refunded into the nominated bank account within 7 days following the hire period.

3. CANCELLATION

By the Hirer:

- 3.1. The Hirer may cancel in writing within 7 days for a full refund.
- 3.2. For bookings cancelled less than 48 hours prior to the hire period, the Hirer will be responsible for payment of the hire fees only and the Bond will be refunded

By Council:

- 3.3. Council reserves the right to postpone or cancel a confirmed booking where the Facility is deemed unfit or is required for other purposes during the hire period.
- 3.4. Council may require the use of a Facility for a special event or purpose. Under these circumstances, Council has the right of exclusive occupation of the Facility for the duration of the event. Council will provide as much notice as possible under these circumstances and will assist the affected Hirer in finding a suitable alternative venue.
- 3.5. If Council is unable to provide suitable alternate time, a full refund will be provided.
- 3.6. Council does not take responsibility or accept any liability for other costs or losses incurred by the Hirer, whether related or not, from the cancellation of the booking.
- 3.7. If payment is not received within 7 days as required in item 1.9, Council reserves the right to cancel the booking.

4. ACCESS TO VENUE

- 4.1. In the event of a lost key, the Hirer would pay the lost key charge as per the current Schedule of Fees and Charges. The Bond may be applied by Council to replace the locks at the Facility.
- 4.2. Entry to and vacating of the Facility is permitted only during the confirmed hire period. Additional hourly rate charges may be applied as per the current Schedule of Fees and Charges.
- 4.3. If there is a security system within the Facility, the Booking Officer will provide the Hirer with instructions on the use of the system including the code to arm and disarm.
- 4.4. Arrangements for keys under the following categories are:
 - a. **Casual Hirers:**

Arrangements for collection of keys are to be made with the Facility Booking Officer no more than 24 hours prior to the hire period and returned no later than 24 hours after the hire period. If there is a lock box at the Facility, the key can be accessed at the beginning of the hire period and is to be returned at the end of the hire period.

b. Regular Hirers:

Keys can be retained for the duration of the extended hire period and must be returned within 24 hours of cessation of the booking.

5. PROHIBITED USE OF THE VENUE

The Hirer is not permitted to;

- 5.1. Sub-let the Facility.
- 5.2. Use or bring into the Facility any of the following items; confetti, non-water based paints, chewing gum, pyrotechnics (fireworks), illegal or hazardous substances, open flames, fog machine/fog generator/smoke machine (or similar), weapons.
- 5.3. Light barbecues or spit roasts inside the Facility. Charges incurred due to false activation of the fire alarm and the attendance of the NSW Fire and Rescue will be passed on to the Hirer.
- 5.4. Attach any nails, screws or any other fastenings (including adhesive tape) to the walls, floors, timberwork, furniture, fittings, appliances or apparatus. The use of Blue-Tak is acceptable provided it is fully removed on completion of each hire period.
- 5.5. Leave any flammable liquids at the Facility.
- 5.6. Have helium balloons that are not fastened with weights. If any balloons escape to the ceiling, fans must be immediately turned off to prevent risk of damage.
- 5.7. Have amusement devices inside the Facility. If these items are used on the curtilage, public liability insurance is required to be submitted and approval gained by contacting Council via email at facilitybookings@portstephens.nsw.gov.au or phone on 4988 0100 a minimum of 14 days prior to the event.
- 5.8. Allow smoking:
 - a. inside the Facility,
 - b. within 10 metres of any childrens' playground equipment,
 - c. within 4 metres of any pedestrian entrance or exit at the Facility.
- 5.9. Bring animals into the Facility, except assistance animals or where Council has otherwise granted special consent.

6. ALCOHOL AND FOOD CONDITIONS

- 6.1. A Licence from the Liquor & Gaming NSW is required for all Hirers who intend to sell alcohol. Alcohol must not be sold at the Facility without a Liquor Licence. Refer to www.liquorandgaming.nsw.gov.au for further information regarding regulations and fees. A copy of the Hirer's Liquor Licence must be provided to Council prior to hire. A Responsible Service of Alcohol (RSA) Certificate is required for any staff member serving alcohol and will need to be provided to Council by the Hirer.
- 6.2. The Hirer agrees not to permit the consumption or service of alcohol in breach of the Liquor Act 2007 or any Licence issued thereunder.
- 6.3. Where it is proposed to sell or consume alcohol at the Facility, the Hirer may be required to register the function on the Police NSW website www.police.nsw.gov.au/online_services/party_safety/party_registration and supply the registration number to Council prior to the hire.
- 6.4. Where it is proposed to sell or consume alcohol at a Venue, Council may require the Hirer to engage (at the Hirer's expense) a minimum of 2 registered security personnel. Council is not liable for the actions or conduct of any security personnel engaged by the Hirer.
- 6.5. The Hirer must follow Food Safety Standards if food is to be prepared or supplied at the Facility. Refer to www.foodauthority.nsw.gov.au/about-us/legislation for details of the Food Standards Code's Food Safety Practices and General Requirements.

- 6.6. If the Hirer is intending to prepare food at the Facility for retail sale, Council must be contacted prior to verify that the Kitchen is classified as a commercial kitchen to meet compliance regulations.

7. NOISE

- 7.1. The Hirer is responsible for ensuring that noise is kept at acceptable levels and for complying with the noise requirements of the Protection of the Environment Operations Act 1997 (NSW) www.epa.nsw.gov.au
- 7.2. The Hirer must ensure that any music/sound amplification equipment is turned off before 8am and after 10pm each day.
- 7.3. The use of any sound amplification equipment outside the Facility is strictly prohibited.
- 7.4. The Hirer must comply with any instructions provided by Police with respect to noise.
- 7.5. The Hirer is liable for any penalty issued under the Protection of the Environment Operations Act 1997 (NSW), as a result of complaints of excessive noise.
- 7.6. Offensive Noise that may unreasonably disturb the comfort of a person in or surrounding the Facility is not permitted at any time whilst the Facility is being used during the hire period (including arrival and departure).

8. SAFETY

The Hirer must ensure:

- 8.1. Any undertaking at the Facility during the hire period, meets the requirements of the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2021. These can be located at www.legislation.nsw.gov.au.
- 8.2. To co-operate with Council by complying with all health and safety policies and procedures.
- 8.3. Responsibility for the supervision and safety of attendees at the Facility at all times.
- 8.4. That the number of attendees does not exceed the Facility's capacity.
- 8.5. All attendees comply with NSW Public Health Orders www.health.nsw.gov.au and also follow any COVID-19 Safety Plan applicable to the Facility.
- 8.6. They familiarise themselves with the Facility Evacuation Plan and advise attendees of the information contained in the plan.
- 8.7. Spillages are cleaned up immediately.
- 8.8. All electrical appliances brought to the Facility are tested and tagged by a qualified person and remain in-date. Records of these shall be securely maintained by the Hirer and made available at the request of Council, in accordance with Australian Standard AS/NZS 3760.
- 8.9. All appliances are plugged directly into the supplied power outlets. A tested and tagged powerboard with overload protection built in is permitted, but discouraged and should be kept to a minimum. The use of double adaptors or piggy backing are not permitted.
- 8.10. The provision of a First Aid Kit by the Hirer for use during the hire period that complies with the NSW WHS Regulation 2021.
- 8.11. That the storage, handling and safety requirements contained within the Safety Data Sheet (SDS) are adhered to. All chemicals stored at the Facility will have a current Safety Data Sheet located in an area immediately accessible.
- 8.12. All incidents, hazards or injuries resulting from activities are recorded in the Risk/Incident/Hazard Report Book kept onsite at the Facility. A copy is to be emailed to Council within 24 hours.

9. INSURANCE

- 9.1. Hirers that belong to one of the following categories, are required to provide a Certificate of Currency for Public Liability Insurance for a minimum limit of indemnity of \$20 million which notes the interests of Port Stephens Council:
 - sporting body;
 - club;
 - association;
 - corporation;
 - incorporated body;
 - profit making business; and
 - conducts commercial activities.
- 9.2. A Hirer (other than as listed in 9.1) are covered by Council's Casual and Regular Hirer's Liability and are responsible for an amount of \$1,000 excess per claim.
- 9.3. If the Hirer engages any contractor, it is the Hirer's responsibility to obtain the contractor's current Public Liability Insurance to cover works/catering/entertainment or security to be provided at the Facility.
- 9.4. A variation to the Public Liability Insurance requirement in 9.1 is to be submitted via email to Council at facilitybookings@portstephens.nsw.gov.au as a request for consideration. No variation is applicable until written confirmation is received by Council.
- 9.5. Public Liability Insurance that is due to expire during the duration of the hire period, will be required to be updated and emailed to the Booking Officer of the facility prior to the expiry date.

10. LEAVING THE FACILITY

- 10.1. The Hirer must clean the Facility in accordance with the NSW Public Health Orders www.health.nsw.gov.au and also follow any current COVID-19 Safety Plan applicable to the Facility.
- 10.2. The following steps must be completed by the Hirer at the end of the hire period. Any Hirer seeking an amendment to the below is to be sought with Council prior to the booking:
 - a. All tables and chairs returned to their designated area and stored in accordance with instructions.
 - b. All floors swept and cleaned.
 - c. All surfaces cleaned.
 - d. Oven cleaned (if used).
 - e. Kitchen utensils cleaned and returned to storage.
 - f. Toilet amenities cleaned and stock replenished.
 - g. All decorations, blue-tak, equipment and supplies are to be removed at the completion of hire.
 - h. All waste removed from the Facility and curtilage including broken glass and cigarette butts and placed in the bins provided outside.
 - i. Turn off lights including lights, air-conditioners, heaters, fans, oven and all other electrical appliances as specified at the facility.
 - j. Secure the Facility, including closing and locking all windows and external doors and (if applicable) activating the security system. An alarm will activate if the security system is not set correctly.
 - k. Vacate the Facility on or before the end of the time of hire.
- 10.3. If the Facility is not left in a satisfactory condition, a cleaning fee may be charged as per Council's current Scheduled Fees and Charges.

11. GENERAL CONDITIONS OF HIRE

- 11.1. If the Hirer intends to use music at the Council facility at any time during the booking and any of the below statements are applicable, the booking will NOT be covered by Council's Music Copyright Licence and the Hirer will require an OneMusic Licence. Visit www.onemusic.com.au to obtain an event Licence.
 - a. The booking has an entry fee of \$41 or more and music will be played at the event
 - b. The booking features a musical performer with a fee of \$50,000 or more
 - c. The booking has an entry fee of any amount AND features a musical performer with a fee of \$4,000 or more
 - d. The booking has an entry fee of any amount AND involves a film screening
 - e. The booking is a dance party
 - f. The booking Involves a dance class, a concert or a recital run by a dance school/dance instructor
 - g. The booking Involves a dramatic production, opera or ballet
 - h. The booking Involves a fitness/lifestyle class
- 11.2. The Hirer must comply with the operating hours of the Facility:
 - a. Between 8am to 10pm; and
 - b. Any Hirer seeking an amendment to the above times is to be sought with Council prior to the booking.
- 11.3. The Hirer agrees to indemnify Council and accepts full and complete responsibility for:
 - a. Any loss of/or damage to any personal property brought to the Facility including property on hire or loan or any contents stored in the Facility;
 - b. The behaviour of all attendees, including any damage or injuries sustained as a result of willful misconduct by the Hirer or attendees.
- 11.4. Where the Hirer provides services to children, the Hirer will comply with NSW Child Protection legislation and will on request, provide Council with a copy of relevant policies or procedures.
- 11.5. The Hirer will obtain Council approval for the erection of any signs within or outside the Facility, in accordance with Council's Advertising Policy.
- 11.6. The Hirer understands that only the spaces confirmed in the booking, which includes common areas and amenities, are to be used by the Hirer and attendees. Other spaces within the Facility may be hired by other Hirers during the hire period and are not to be disturbed or interfered with.
- 11.7. Should a Hirer require onsite storage during their hire period, arrangements will need to be made with the Booking Officer to see if this can be accommodated.
- 11.8. The Hirer agrees that should they be in breach of any of the above terms:
 - a. That the delegated Council Officer shall be entitled to bring the Hirer's booking to an end and to require the immediate vacating of the Facility by persons using it. If such circumstances occur then Council shall not be liable to make good any loss or damage suffered by the termination or pay any compensation because of the termination.
 - b. Council shall be entitled to recover from the Hirer the cost of remedying or rectifying any breach of including legal and court costs of such recovery.
 - c. Council shall be entitled to apply the whole or any part of the Bond paid to remedy any breach of these terms and demand from the Hirer any balance owing to it on behalf of the Council. If the Bond is insufficient to meet the cost of remedy, the Hirer will pay such balance to Council within 14 days of the demand being made on the Hirer.
- 11.9. For urgent maintenance issues contact Council on 4988 0255. For non-urgent matters contact the Booking Officer who will lodge a maintenance request on your behalf.
- 11.10. All complaints are to be directed to the Booking Officer for resolution. If no satisfactory outcome is reached the complainant should direct their complaint to Council. The complaints will be managed in accordance with Council's Alternative Dispute Resolution Policy.

**NOTE: TERMS AND CONDITIONS 12-16
ONLY APPLY TO HIRE OF SPORTING FACILITIES**

12. USE OF SPORTING FACILITIES

- 12.1. Council specifies that the use of Sporting facilities is to be observed as shown below:
 - a. Summer season - first weekend in October, to and including the third weekend in March.
 - b. Winter season - first weekend in April, to and including the second weekend in September.
- 12.2. Every completed application must include specified times, days, dates, the proposed use of the Facility and contact information. Any application deemed to be a blanket booking (ie Monday to Sunday from 7.00am to 7.00pm) will not be processed.
- 12.3. All approvals granted are subject to non-exclusive use of a sporting field. Whilst persons or organisations have no authority to unreasonably remove community members from facilities., allocated persons or organisations may ask members of the community to move to ensure the safety of participants.
- 12.4. Pre-Season Bookings must meet the following conditions:
 - a. Bookings not permitted on any Council sporting Facility without prior application having been made to and approved by the allocated governing body and Council;
 - b. The consent of the allocated governing body to any such training must be obtained in writing and submitted in support of any application to Council for permission to conduct pre-season training; and
 - c. If unauthorised training takes place, the offending organisation will indemnify Council from public liability and will jeopardise the organisations future allocation of any sporting facility or recreation area.

13. SPORTSFIELD CLOSURES

- 13.1. The responsibility for confirming field closures in the event of rain or field damage are as follows:
 - a. **Monday – Friday**
Council Parks Officers will assess the field and playing condition for training and fixtures. Council will determine whether sports fields shall be closed during the week and not used for training or competition purposes. In the event of fields being closed, Council will update the status on Council's website under Sports Field Status and Customer Service staff will be notified for incoming enquiries; and
 - b. **Weekends**
On weekends, it is the responsibility of the Hirer to determine if sports fields are safe for play in accordance with their codes Governing Body regulations. The Hirer must complete their Governing Body WHS Inspection Checklist to support and document their decision and if requested, supplied to Council.
Any safety issues identified and/or excessive damage caused to sports fields from inappropriate use, is to be reported to Council. Where Council determines that the Hirer is responsible, the associated costs to repair the field shall be at the Hirers expense.

14. LINEMARKING

- 14.1. Seasonal Hirers are permitted to undertake surface line marking on the sports fields using specific sports turf line marking paint.
- 14.2. The use of herbicides for line marking is prohibited. Any Hirer found to be using herbicides for line marking will be charged the cost of rectifying the damage caused.

Failure by the Hirer to pay for the rectification may result in cancellation of the booking and future bookings until the costs are recovered.

15. FLOODLIGHTS

- 15.1. The Hirer is responsible for ensuring that the flood lights on sports fields:
- a. Meet the requirements of the Governing Body;
 - b. Are turned off by 10.00pm with any amendment to this requiring the prior written consent of Council; and
 - c. Are in working order. Damaged globes, fixtures or lights requiring refocusing must be reported to Council. These works will be scheduled when a number of repairs are required. Should Hirers request an urgent replacement, they will need to contact Council to confirm schedule of machinery available to undertake these works.

16. SPORTS FACILITY INSPECTIONS

- 16.1. Sporting facilities will be inspected by Council Officers in line with the Recreation Facility Seasonal Changeover Inspection Checklist at the commencement of each season to ensure that the Facility is in a clean and tidy state and that any maintenance requirements can be addressed;
- 16.2. It is the responsibility of the Hirer to inspect the grounds to ensure that they are safe for participants to use prior to any activities taking place. This includes an outer ground inspection; and
- 16.3. If the sporting facility is deemed to be in a hazardous or dangerous condition or is in any way unfit for use, the Hirer shall report the hazard or dangerous condition to Council immediately. The Hirer shall not, without the consent of Council, permit the use of the Sporting Facility under these conditions.

Privacy statement

Port Stephens Council is collecting your personal information, including signature, for the purpose of assessing your expression of interest for use of Council land/premises and any release is governed by the Government Information (Public Access) Act 2009 (NSW) and the Privacy and Personal Information Protection Act 1998 (NSW). The collection of this information is authorised under the Local Government Act 1993. Your information will not be given to any other person or agency, unless you have given us permission or we are required by law.