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

1. BOOKING AND FEES AND CHARGES

1.1. Hire applications 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. There is no guarantee that applications made within this timeframe will be approved. Applications may take up to 7 days to process.

1.2. The Hirer must disclose the intended use of the Facility by completing all fields in the application, including the specific nature of the function, spaces required, whether alcohol will be present and their full name, residential address and contact details.

1.3. Use of the Facility will only be approved for bookings that facilitate positive civic engagement, are consistent with Council's values and do not bring Council into disrepute.

1.4. Council may, at its discretion, decline any Application for Facility Hire.

1.5. Bookings will not be accepted for birthday parties between the ages of 16 – 25.

1.6. Facility hire rates are in accordance with Council's current Schedule of Fees and Charges at the date of hire and are available on Council's website which are reviewed and endorsed by 1 July each year. Should the Hirer wish to be billed at the rate for charities, evidence must be provided detailing their charity or not-for-profit status.

1.7. Casual Hirer means the Facility is hired for irregular use, either as a one-off event or on an ad-hoc basis. Regular Hirer means the Facility is hired for regular use, either on an ongoing basis or for a predetermined period of time on a predetermined schedule.

1.8. Any Application for Facility Hire 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 Hirer may be required to also submit an Event Application.

1.9. An Application for Facility Hire request is not approved until the Hirer has received a booking confirmation from the Booking Officer, and for a Casual Hirer, the invoice has been paid in full. Tentative bookings are not accepted.

1.10. When Council permission is granted to a Hirer and/or organisation based on the details provided in the Application for Facility Hire, no other activity shall be substituted, nor will sub-letting by that person or organisation be permitted.

1.11. Whilst Regular Hirers may book up to a 12 month period, the applicable Fees and Charges will apply per financial year.

1.12. A new Application for Facility Hire is required to be submitted each calendar year in order to confirm an ongoing regular booking. Amendments to current approved bookings can be requested in writing for consideration by the Facility Booking Officer.

1.13. Payment is required 7 days' prior to the hire period for Casual Hirers, or at the time of booking, if the booking has been approved within 7 days of the hire period.

1.14. An invoice will be generated monthly for approved Regular Hirers and payment terms are 30 days from the end of the month invoiced. Non-payment may result in the cancellation of future bookings.

1.15. Hire times listed on the Application for Facility Hire must include time required for set up, pack up and cleaning of the Facility, and must be strictly adhered to.

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. Bonds are not required in respect of any Council hire for the purposes of Council business, nor are they applicable in respect of bookings by the Electoral Commission and Electoral companies.
2.3. The Bond is to be paid at least 7 days prior to the booking.
2.4. The Bond may be applied by Council towards the cost of any required cleaning and repairing as well as the replacement of any damaged equipment, fixtures or fittings within the interior and exterior of the Facility. In addition, it can also be applied to any curtilage arising out of the hiring of the Facility.
2.5. If the Bond is not applied as per item 2.4, it will be refunded within 7 days following the hire period via the method used to make payment.

3. CANCELLATION

By the Hirer

3.1. Casual Hirers may cancel in writing more than 7 days in advance of the booking for a full refund.
3.2. For bookings cancelled less than 7 days prior to the hire period, the Hirer will be responsible for payment of the full hire fees only and the Bond will be refunded.
3.3. Regular Hirers must advise of fluctuations to their approved Regular Bookings in writing with at least 7 days' notice.

By Council

3.4. Council reserves the right to postpone or cancel a confirmed booking where the Facility is deemed unfit or is required for use for other purposes during the hire period.
3.5. Council may require the use of the 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.
3.6. If Council is unable to provide a suitable alternate time or venue, a full refund will be provided.
3.7. 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.
3.8. If payment is not received within 7 days as required in item 1.13, Council may deem the booking as not proceeding and may cancel the booking.

4. ACCESS TO VENUE

4.1. In the event of a lost key, the Hirer must pay the lost key charge as per the current Schedule of Fees and Charges. The Bond may be applied or the Hirer may be invoiced by Council for the cost of replacement of the locks at the Facility, where required.
4.2. Entry to and vacation of the Facility is only permitted during the approved hire period. Additional charges, billed at an hourly rate, may be applied if the Facility is accessed outside of the approved hire period, as per the current Schedule of Fees and Charges. If early access is required, the Hirer shall be billed for the number of hours that the Facility is unavailable to be booked by another Hirer.
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:

- **Casual Hirers:** Arrangements regarding keys are to be made with the Booking Officer and will be specific to the facility location and nature of the booking. If there

is a lockbox at the Facility, the key can be accessed at the beginning of the approved hire period and is to be returned at the end of the approved hire period.

- **Regular Hirers:** Keys can be retained for the duration of the approved extended hire period and must be returned within 1 business day 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 in to the Facility any of the following items: confetti, non-water-based paints, chewing gum, pyrotechnics (fireworks), illegal or hazardous substances, open flames including candles, fog machine/fog generator/smoke machine or similar and weapons of any kind.

5.3. Light barbecues or spit roasts inside the Facility. Charges incurred due to false activation of the fire alarms and any attendance of the NSW Fire and Rescue will be passed onto the Hirer.

5.4. Attach any nails, screws or other fastenings, including adhesive tape or drawing pins to the walls, floors, timberwork, furniture, fittings, appliances or apparatus. The use of Blu-Tak or other removable adhesive products is acceptable provided it is fully removed at the completion of each hire period and there is no remaining residue.

5.5. Leave any flammable liquids at the Facility.

5.6. Use helium balloons inside the Facility.

5.7. Any use of amusement devices (eg. Jumping castles, inflatable devices, carnival rides) inside the Facility or on Council land surrounding the Facility as part of a Hall or Community Facility booking. Refer to Section 13.5 for Sporting Facilities.

5.8. Allow smoking:

(a) Inside the Facility;

(b) Within 10 metres of any childrens' playground equipment; and

(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. Additional terms and conditions may be applied.

6. ALCOHOL AND FOOD CONDITIONS

6.1. A Licence from 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 person serving alcohol and must 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 will be required to register the function on the Police NSW website www.police.nsw.gov.au/online_services/party_safety/party_registration. Access to the Facility is subject to a copy of the registration being supplied to Council prior to hire.

6.4. Where it is proposed to sell or consume alcohol at a venue, Council may at their discretion require the Hirer to engage security personnel. The employment of security personnel will be at the Hirer's expense and will be arranged by the Hirer. At a minimum, Council require 1 security personnel for every 50 guests. Council requires a copy of the Security Licence and a letter from the Security company confirming their attendance and the number of personnel committed. Council is not liable for the actions or conduct of any security personnel engaged by the Hirer.

6.5. The Hirer must adhere to the relevant legal requirements where food is to be prepared, stored or supplied at the Facility. Refer to www.foodauthority.nsw.gov.au/industry/starting-a-food-business for requirements that may apply to you and to review relevant factsheets, resources and legislation.

6.6. Prior to intending to prepare any food for sale the Hirer shall contact Council to verify that the kitchen facility meets the applicable compliance regulations and notification requirements.

7. NOISE

7.1. The Hirer is responsible for ensuring that noise is kept at acceptable levels and that it is compliant 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 NSW 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. MUSIC

8.1. If the Hirer intends to use music at the 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; or
(h) The booking involves a fitness/lifestyle class.

9. SAFETY

The Hirer:

9.1. Must ensure any undertaking at the Facility during the hire period meets the requirements of the *Work Health & Safety Act 2011* and *Work Health & Safety Regulation 2017*. These can be located at www.legislation.nsw.gov.au ;

9.2. Must co-operate with Council by complying with all health and safety policies and procedures.

9.3. Is responsible for the supervision and safety of attendees at the Facility at all times.

9.4. Must ensure that the number of attendees does not exceed the Facility's capacity;

9.5. Must ensure all attendees comply with NSW Public Health Orders www.health.nsw.gov.au ;

9.6. Must familiarize themselves with the Facility Evacuation Plan and advise attendees of the information contained in the Plan;
9.7. Must ensure that spillages are cleaned up immediately;
9.8. Must ensure that 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;
9.9. Must ensure that all appliances are plugged directly into the supplied power outlets. Whilst a tested and tagged powerboard with overload protection built in is permitted, its use is discouraged and should be kept to a minimum. The use of double adaptors or piggy backing are not permitted;
9.10. Will not access electrical switchboards. Should there be a fault and the switch is tripped at the Facility, the Hirer must contact Council on 4988 0255. If after hours, the same number must be phoned and the issue will be raised with an on-call officer.
9.11. Will provide a First Aid Kit for use during the hire period that complies with *NSW WHS Regulation 2017* if they are a regular hirer;
9.12. Will ensure that the storage, handling and safety requirements contained within Safety Data Sheets (SDS) are adhered to. All chemicals stored at the Facility by Council will have a current Safety Data Sheet located in an area immediately accessible;
9.13. Agrees that if they bring their own chemicals to the Facility, they have obtained an SDS and comply with and will store such chemicals in such a manner so that they are inaccessible to other Hirers or visitors to the Facility; and
9.14. Must ensure that 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 provided to Council within 24 hours.
9.15. Must ensure that in order for any identified maintenance issues to be rectified in a timely fashion, these are reported to Council by contacting 4988 0255 or submitting a request via the Council website: https://www.portstephens.nsw.gov.au/council/report-request-apply/community-facilities

10. INSURANCE

10.1. 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.

10.2. Hirers other than as listed in item 10.1 are covered by Council’s Casual and Regular Hirer’s Liability and are responsible for an amount of $1,000 excess per claim.
10.3. 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.
10.4. A variation to the Public Liability Insurance requirement in item 10.1 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 provided by Council.

10.5. Public Liability Insurance that will expire throughout the duration of the hire period is required to be updated and emailed to the Facility Booking Officer prior to the expiry date. It is the responsibility of the Hirer to ensure that this documentation is provided.

11. LEAVING THE FACILITY

The Hirer must:

11.1. Clean the Facility thoroughly and in accordance with NSW Public Health Orders www.health.nsw.gov.au and agrees that if it is left in an unsatisfactory condition, a cleaning fee may be charged as per Council's current Schedule of Fees and Charges.

11.2. Whilst cleaning tools such as brooms, dustpans, mops and buckets are provided, the Hirer is required to supply their own cleaning products, sponges, cloths, and tea towels.

11.3. Ensure that booking times are strictly adhered to. All music and noise making activities are to cease by 10pm and the Facility is to be cleaned and vacated by the end of the hire period and no later than 11pm, if by agreement.

11.4. Complete the following actions at the conclusion of the hire period. NB: Any Hirer seeking an amendment to that listed below must lodge their application with Council prior to making the booking:

- All tables and chairs cleaned and returned to their designated area and stored in accordance with instructions;
- All surfaces cleaned;
- Kitchen benches and sinks are left clear of all items;
- Oven cleaned (if used);
- Kitchen utensils cleaned and returned to storage;
- All floors swept and cleaned;
- Amenities and change rooms cleaned and stock replenished (for sporting facilities);
- All decorations, equipment, supplies, personal items, Blue-Tak or other removable adhesive products and their residue to be removed;
- Removal of all waste including broken glass and cigarette butts, which are to be placed in the external bins provided. Internal bins must be cleared and wiped out after waste has been removed, and liners replaced where possible. Any waste that does not fit within the external bin with the lid properly closed must NOT be left on or near the bins and must be removed from the Facility by the Hirer;
- Turn off all power switches including lights, air-conditioners, heaters, fans, oven and all other electrical appliances as specified at the Facility; and
- Secure the Facility, including closing and locking all windows and external doors and (if applicable) activating the security system.
  Note: An alarm may activate if the security system is not set correctly.

12. GENERAL CONDITIONS OF HIRE

12.1. The Hirer must comply with the Facility's operating hours, ie **between 8am to 10pm.** Any Hirer seeking an amendment to this must apply to Council prior to the booking. Note that no amendment will be made prior to 7am or after 11pm (6am for sporting facilities).

12.2. The Hirer agrees to indemnify Council and keep indemnified and to be solely liable 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 its attendees.

12.3. Where the Hirer provides services to children, the Hirer will comply with NSW Child Safe and Child Protection legislation and will, upon request, provide Council with a copy of relevant checks, policies, procedures and documentation.

12.4. The Hirer will obtain Council approval for the erection of any signs within or outside the Facility, in accordance with Council's Advertising Policy.

12.5. The Hirer acknowledges 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 others during the hire period and are not to be disturbed or interfered with.
Note: Hirers are not granted exclusive use of playgrounds and public parks and reserves as part of their hire however they are welcome to utilise them in a manner that would not exclude other community members.

12.6. Political or Religious Usages within Venues: The use of the venue for political/religious meetings or other political/religious purposes may be granted at the discretion of the Council.

12.7. Should a Regular Hirer require onsite storage during their hire period, arrangements must be made with the Booking Officer and relevant fees and charges will apply as per Council's Fees and Charges.

12.8. For liability reasons, hall assets such as tables, chairs and kitchen equipment are not permitted to be taken and used off site. Council and Hirers may not be afforded coverage in the event that an injury occurs or that the equipment is lost, damaged or stolen. The hire of equipment for use within the Facility is not affected.

12.9. The Hirer agrees that should they be in breach of any of these 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, including legal and court costs of such recovery; and

(c) Council shall be entitled to apply the whole or any part of a 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 no bond was received from a Regular Hirer or 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.

12.10. For urgent maintenance issues, Council can be contacted on 4988 0255. For non-urgent matters, a request must be submitted by the Hirer through the Council website: https://www.portstephens.nsw.gov.au/council/report-request-apply/community-facilities If unable to do so, the Hirer may contact the Booking Officer regarding their request.

12.11. All complaints are to be directed to the Facility 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.

12.12. All proposed asset improvements and works at a Facility must be submitted in writing to Council by completing the Works on Council Land Application process. Proposed works may only commence once approval has been issued by Council and a site induction has been completed. Once completed, all works must receive final approval from a member of the Council Community Assets Team. If works are completed without prior approval, Council may direct the works to be removed and all associated fees for repairs and/or removal will be invoiced to the Hirer.

Note: TERMS AND CONDITIONS 13-16 ONLY APPLY TO HIRE OF SPORTING FACILITIES

13. USE OF SPORTING FACILITIES

13.1. Council specifies that the use of Sporting Facilities is to be observed as shown below:

- **Summer Season** – first weekend in October, to and including the third weekend in March; and
- **Winter Season** – first weekend in April, to and including the second weekend in September.

13.2. Every completed Application for Facility Hire must include specified times, days, dates, the proposed use of the Facility, contact information and Public Liability Insurance. Any Application for Facility Hire deemed to be a blanket booking (ie Monday to Sunday from 7.00am to 7.00pm) will not be processed.

13.3. 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.

13.4. Pre-season bookings must meet the following conditions, noting bookings are not permitted on any Council Sporting Facility without the prior lodgment and approval by the allocated governing body and Council's acceptance of an Application for Facility Hire:

(a) The consent of the allocated governing body to any pre-season training must be obtained in writing and submitted to Council in support of any Application for Facility Hire;

(b) If unauthorized training takes place, the offending organisation will indemnify Council against any and all public liability claims brought as a result and will jeopardise the organisation's future allocation of any sporting facility or recreation area; and

(c) Sporting Clubs are not permitted to allow other organisations to use any facilities under their club name or sub lease the Facility. All external organisations are required to complete the Application for Facility Hire and follow this process before they may access or use any Council Facility.

13.5. Use of any amusement devices (eg. Jumping castles, inflatable devices, carnival rides, food vendors) must be booked and approved by Council through the Facility booking process.

13.6. For urgent maintenance issues, Council can be contacted on 4988 0255. For non-urgent matters a request must be submitted by the Hirer through the Council website: https://www.portstephens.nsw.gov.au/council/report-request-apply/community-facilities

13.7. Booking holders shall seek to ensure that women and girls have equitable access to facilities and foster positive sport and recreation experiences for women and girls.

14. SPORTSFIELD CLOSURES

14.1. The responsibility for confirming field closures in the event of rain or field damage are as follows:

- **Monday – Friday**
  Council Parks' Officers will assess the field and playing condition for training and fixtures. Council will determine whether sporting 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
- **Weekends**
  On weekends, it is the responsibility of the Hirer to determine if sporting 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 upon request, supply this to Council. If a Hirer or Club elects to open a field that was deemed closed by the Council Parks Team and causes damage to the playing surface, they are liable for all repair costs. These costs will be invoiced directly to the Hirer and must be paid within Council's payment terms.

15. LINEMARKING

15.1. Seasonal Hirers are permitted to undertake surface line marking on the sporting fields using specific sports turf line marking paint.

15.2. 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.

16. FLOODLIGHTS

16.1. The Hirer is responsible for ensuring that the floodlights on sporting fields:

(a) Meet the requirements of their Governing Body;

(b) Are turned off by 10pm 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, see 13.6. These works will be scheduled when a number of repairs are required. Should Hirers request an urgent replacement, they must contact Council to confirm schedule of machinery available to undertake these works.

17. SPORTING FACILITY INSPECTIONS

17.1. 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.

17.2. 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.

17.3. 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, see 13.6. The Hirer shall not, without the consent of Council, permit the use of the sporting facility under these conditions.

YOUR PRIVACY

Port Stephens Council is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council policy.
Purpose: Assessing your expression of interest for use of Council land/premises.
Intended recipients: Council employees who will assess your application.
Supply: Voluntary.
Consequence of Non Provision: Council may not be able to assess your application.
Storage and security: This document will be placed on the relevant file and/or saved in Council's records management system in accordance with Council policy and relevant legislation.
Access: Please contact Council on (02) 4988 0255 to enquire how you can access information.