



## **TERMS AND CONDITIONS – HIRE OF COUNCIL FACILITIES**

Cabonne Council (Council) aims to provide the community with a variety of facilities that are well maintained, resourced and accessible.

We ask that you read and understand the following terms and conditions of hire to ensure your use of Council's community facility is operationally sound, safe, considerate to others and complies with both Council's policies, procedures, and overarching legislation.

### **1. Hire Terms and Conditions**

The Organisation/Group/Individual (Hirer) agrees with Cabonne Council to use the facility on the following terms:

1. Booking of council venues is completed online through council's website. <https://cabonne.bookable.net.au/#/>
2. To abide by the Terms and Conditions applying to the use of the Community Facility.
3. To use the facility only for agreed time and purpose specified.
4. Applications for hire must be made by persons over 25 years of age.
5. The nominated Hirer or delegated person must remain at the venue for the duration of the hire and is responsible to provide adequate instructions to all persons attending the activity. All persons attending event/activity are the responsibility of the Hirer or the delegated person.
6. The Hirer agrees to have usage of the areas as prescribed in the hiring agreement and use only that part of the facility for which a fee has been paid.
7. The Hirer must state the nature of the type of activity that is to take place and pay in accordance with the Schedule of Fees and Charges as adopted by Council.
8. A Hirer or person nominated by the Hirer may collect keys at a time suitable with the nominated Council Officer.
9. Any request to change the Hiring Agreement form must be made in writing to Council.
10. All damage, breakages, accidents, injuries or incidents must be reported to Council as soon as possible on 02 6392 3200. (note: after hours 02 6392 3234)
11. The Hirer is responsible to notify Police immediately if there is any threat or trouble.
12. The hirer is responsible for the full replacement cost of any damage or breakages to the facility, its fittings and contents and the surrounding grounds or any additional cleaning that is required.
13. All music and noise levels must be kept at an acceptable level and music must cease at midnight. The centre car park must be cleared by 1.00 am.

14. Third Party contractors engaged by the Hirer to provide services, including but not limited to catering, music, and face painting, are the Hirers responsibility and will not be covered by Council's Liability policy. A copy of contractor's insurance cover must be provided as part of the online booking process.
15. The Hirer must obtain Council's approval for the erection of any signs within or outside the facility.
16. All Council buildings and surrounding areas are smoke free zones.
17. All activities involving food handling and/or preparation must comply with the relevant legislation.
18. The venue is to be left clean and tidy and all rubbish removed by the hirer.  
(Closing Procedures below)

## **2. Cancellations/Refusal of Hire**

Council reserves the right to refuse or cancel any booking based on its own discretionary assessment of the booking application. Council reserves the right to withhold specific details or reasoning of booking assessments. As part of this assessment, Council may impose specific caveats or requirements that the hirer must agree to not outlined here in these Terms and Conditions or accept cancellation or refusal of their booking. Council's right to cancel or refuse a booking application supersedes any confirmation and accompanying financial transaction undertaken.

Council advises that a facility being available does not always result in a booking applications automatic approval, a booking application is effectively an application process that will be assessed and responded to at Council's discretion.

Council reserves the right to refuse or cancel any booking at any point due to non-disclosure of information or supply of misleading, incorrect, or inadequate information by the Hirer.

Council retains the right to refuse, relocate, or cancel bookings at any time if facilities are required for the purpose of Council business. The decision to cancel a booking is at the discretion of the General Manager. In these instances, staff will endeavour to provide impacted parties with due notice and where possible offer an alternative facility. If Council is unable to offer an alternative facility, all monies paid in respect of the cancelled booking will be returned to the Hirer. In the instances where there is a difference in hire fees and charges, any pursuit of or return of monies will be at Council's own discretion. Council is not liable to the Hirer for any inconvenience, hardship, loss, or damage suffered because of such cancellation. There is no minimum notice periods or appeals process.

## **3. Hire Agreement – Categories of Hirers**

There are two types of hirers:

- Regular – multiple uses, 12 or more bookings of a facility during a period of 12 months.
- Casual – use of a facility for up to 10 bookings per financial year

Hirers may make an application to Council for consideration of fee reduction or waiver. Refer to Councils website and application form.

### Category A – Commercial, Business, Political & Private Hirers.

Full fees are applied to this category. Commercial, Political Groups and Private Hirers are not able to apply for a concession for venue hire.

**Types of Use** - Private and family functions, trade fairs, product launches, meetings of registered political groups/parties, conventions and all income generating activities for personal or corporate profit.

### Category B – Cabonne Community not for profit organisations and charities (funded) - eligible to apply for a 50% concession on the full commercial rate.

**Types of Use** - This category applies to the activities of healthy lifestyle and community education organisations and community service/welfare agencies **that have the capacity to raise funds.**

### Category C – Full Concession – eligible to apply for 100% concession on the full commercial rate

**Types of Use** - This category applies to the activities of non-funded, unincorporated small self-help community groups with no opportunity to attract financial support from either the public or private sector, and have an extremely limited capacity to pay for venue hire (possibly with gold coin membership).

Activities might include self-help/peer support meetings, fund raising for a charity or for an individual/family in crisis, or other activities to be determined by Council. In particular through Category D support, Council aims to facilitate fledgling groups to move towards establishing themselves as financially independent entities.

### The application falls outside the options of this policy.

If the officer assessing the application believes a Hirer Concession application to have **significant community benefit** and the application falls outside the options of this policy, the application will be reviewed by the Executive Leadership Team.

#### 4. Types of Events:

Without limiting the hirer's obligation to supervise patrons and event crew, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times while in the premise for their own safety and to ensure that they do not damage or interfere with the proper running of the facility.

#### 5. **Parties/Graduations/Weddings/Functions where alcohol is available and either, served, sold or provided:**

The hirer must engage a licenced security guard from a recognised security firm and is responsible for the payment of such guard.

The sale of alcohol will not be permitted without the hirer providing proof of a liquor licence for the function/event.

The provision and sale of alcohol is at the discretion of the Council. At least 28 days' notice is required, and an application must be made by the hirer to the Independent Liquor and Gaming Authority for an appropriate licence for the event.

The sale of alcoholic beverages is permitted only from a designated bar area and if an appropriate Liquor Licence is obtained. This includes instances where alcohol is included in the ticket price.

A copy of the licence shall be furnished to Council 14 days prior to the event. The hirer is responsible to ensure a delegated attendee with RSA certification is always available and responsible for the service of alcohol.

The supply to and/or consumption of alcohol by a minor in Council's venues is prohibited and may result in police action.

It is the Hirers responsibility to ensure they obtain the necessary Permits e.g., Liquor License, Fireworks Permit, DA, Entertainment License etc., (if required) for their event or function.

Exemption of this clause is by request to Council and may be determined by the General Manager.

## **6. Fees and Charges:**

Council Fees and Charges are reviewed annually and are outlined in the Fees and Charges document which can be found on Councils website [Integrated Planning and Reporting - Cabonne Council \(nsw.gov.au\)](https://www.cabonne.nsw.gov.au/Integrated-Planning-and-Reporting)

All hire fees, bonds and deposits are to be paid 14 days in advance.

The Hirer is required to give 14 days' notice of cancellation otherwise full payment must be made.

Application for fee waiver is outlined in Council Policy – Community Facilities Hire Policy which is available on Councils website.

## **7. Cancellation of Use:**

1. Where the hirer seeks to cancel the hire 30+ days from hire then 100% of fees will be returned. If cancelled 14-29 days from hire, then 50% of hire fees will be returned and if cancelled less than 14 days from hire 0% hire fees will be returned.
2. All cancellations or transfers of bookings should be completed online or to the relevant booking officer of each venue. <https://cabonne.bookable.net.au/#/>

## **8. Public Liability:**

Casual hirers are covered under Cabonne Council's Public Liability Policy, but the Hirer is responsible for the excess in the event of a claim. Acceptance of the Casual Hirers cover is at the discretion of Council's Insurer.

However, regular hirers, including registered clubs, sporting clubs and corporate bodies are expected to carry sufficient insurance for their activity, this must be at least \$20 million public liability. (APRA listed Insurance Companies) A copy of this policy must be provided at the time of booking and Council must be noted as an interested party on the Certificate of Currency for the period of use.

**Businesses, Incorporated Bodies or Associations of any kind.** Any activity that includes a financial transaction: is a club or group of like-minded individuals such as a chess club, hobby group, social club, ballet school etc., is not considered to be a casual user.

Incorporated organisations that hire Council facilities, must provide Council with evidence, in the form of a Certificate of Currency, that they hold Public Liability insurance of at least \$20 million. The Certificate of Currency must note the interest of Council as the owner of the facility, be signed by or on behalf of the Hirer's insurer, be issued by an insurer listed on the Australian Prudential Regulation Authority's "Register of Authorised Insurers" and be renewed within 7 days and Council supplied with a new Certificate of Currency if it expires during the period of hire.

## **9. Venue Set Up:**

Hirer may request a quote for the set up and clean-up of the facility with 30 days notice required. Decorations are welcome at the hall, however; they should **not** be secured to the walls or ceiling unless there are existing hooks provided. Helium balloons are not permitted at the hall, as they can obstruct fans and equipment. No smoke machines or exposed flames are allowed. Throwing of confetti, glitters, sprays, poppers or rice is not permitted in or outside the facility.

All filming and photography with intention to be broadcasted, televised, reproduced and/or recorded for public distribution must be approved by Council in writing. Council and or its facilities should not be represented in a defamatory or unjust way via the Hirers personal use of social media.

A Pre-Hire Inspection checklist should be completed and signed by Council and Hirer and then completed post-hire. This should include requirements under the conditions to provide a record of issues that may result in the forfeiting of the bond.

## **10. Closing Procedures**

Hirers are responsible for ensuring that the venue is left clean and properly secured. A checklist is outlined in the Venue Manual

An inspection of the venue will be conducted within 48 hours of the function. Should any of the Terms and Conditions not be met, the bond or part thereof shall be withheld.

Any excess costs exceeding the bond amount because of damage would be payable by the hirer if negligence is found.

If the hirer has nominated to have council undertake cleaning a fee will apply. The Hirer is still required to leave the venue tidy.

Refundable deposits will be returned within two weeks of the hired date, provided the facilities are left in a condition satisfactory to Council.

For the duration of the hire period the hall will be under the Hirer's physical and legal control. It is the Hirer's responsibility to inspect and approve the booked hall as being safe to use for your activity. If the Hirer considers it unsafe at any time during the function, they must cease the use immediately and notify the Council of the problem. Use of the hall is deemed to be an acknowledgement that the Hall is fit and proper for the intended use and acceptance that all liability associated with the use of the hall shall rest with the Hirer.

The Hirer must undertake a site inspection with a Council Officer prior to a hire.  
**Hirers are to prepare and implement a risk management plan for events and Plans should accompany the request for hire, identifying all activities being undertaken with the hall during the event.**

This plan should include:

- Workplace Health and Safety
- Fire prevention / safety
- Safety of people attending the function
- First aid in the event of an accident, first aid kits are not provided by Council
- Evacuation of the premises (Ensure emergency exits are not blocked)
- Compliance with legislation that may be applicable to "working with children"
- Safety checks on any equipment brought into the Hall
- Provision for people with special needs
- Risk Assessment

## **11. Fire Safety**

All persons hiring a hall are to comply with the Environmental Planning and Assessment Act and Regulations.

- Evacuation routes are not to be obstructed, including the fire exit to the hall
- Any door along an evacuation route is not to be locked during use of the hall
- The number of persons at the Hirer's part of the hall is not to exceed the approved maximum number. The number of persons permitted is provided to the Hirer at the time of booking.
- Where fire extinguishers and or fire hose reels are installed at the hall, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of deposit and may attract a penalty.
- No naked flames or smoke producing products are to be used in the hall. Should the use of the hall result in a Fire Alarm Activation that results in a false alarm,

the cost of the call out of the Fire Department will be the responsibility of the hirer.

## **12. Indemnity and Hold Harmless Clause**

The Hirer shall indemnify Council and hold Council harmless against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), charges and any expense whatsoever in respect of:

1. Personal injury;
2. Property damage; and/or
3. Nuisance.