



# Terms and Conditions of Hire

## Function Bookings

YOU MUST TAKE THIS DOCUMENT WITH YOU TO YOUR EVENT.  
FOR EMERGENCY AFTER HOURS SERVICES PHONE - 4732 7777

### A. BASIS OF HIRE AND USE

1. Application for hire of a facility must be made in writing by a person over the age of 21.
2. The hirer must comply with the Terms and Conditions of Hire; failure to do so may result in additional fees and charges.
3. Council has the right to impose special conditions on a booking, including additional security requirements for some type of events.
4. Council will advise the hirer if the booking is approved or not approved. Council has the right to refuse a booking.
5. The hirer is responsible to ensure that all contact and event details (eg: dates, times, number of guests etc) are correct. The hirer must advise Council if their contact or booking details change prior to the event.
6. Council reserves the right to cancel a booking where the details provided on the Booking Application Form are misleading and/or incorrect. In these instances the hire fee and bond may be forfeited.
7. The hirer cannot transfer the booking into another person's name.
8. The hirer is responsible for the conduct of all people attending the event.
9. Where guests are under the age of 21, the hirer must ensure that there will be a ratio of 1 (one) person over 21 years of age to every 10 guests under 21 years of age. Failure to provide this ratio of supervision at the event may result in the forfeiting of all or part of the bond regardless of whether damages have been caused.
10. The hirer is required to attend the event for the duration of the booking or until such time as their guests have left Council property and the alarm has been set.
11. The hirer must nominate the person who will assume their responsibilities for the event should the hirer be required to leave for a brief period of time. The name of the nominated representative must be identified on the Booking Application Form. This person must be over 21 years of age.
12. Council and Police have the authority to enter the facility at any time during the event and terminate the event should there be an accident, emergency or a breach of the *Terms and Conditions of Hire*. In these instances the hire fee and bond may be forfeited.
13. If the event is terminated in accordance with Clause A.12 Council's consent to remain on the premises is withdrawn. All patrons must leave the premises. Patrons who remain on the premises after the event has been terminated will be committing an offence.

### B. GENERAL CONDITIONS

1. All persons entering Council property do so at their own risk.
2. The hirer must ensure that the number of people attending the event does not exceed the maximum capacity of the facility as determined by Council in accordance with fire regulations.

3. Smoking is prohibited in the facility. It is the responsibility of the hirer to ensure that this condition is strictly enforced throughout the event.
4. Fires of any type are prohibited on Council property. Community fireworks events can only take place with specific written approval from Council and a permit obtained from Work Cover Australia.
5. Entry tickets cannot be sold at the facility or in association with the event at any time unless it is indicated on the Booking Application Form and approved by Council. Council reserves the right to refuse the sale of tickets or may request that the hirer/seller provide evidence that it is a registered business or a charitable organisation.
6. Where Council equipment (including but not limited to fridges, air conditioners, microwaves, kitchen facilities, tables or chairs) is found by Council not to be in working order prior to the event, Council will use its best endeavours to replace (or make alternative arrangements to rectify) the faulty piece of equipment to a reasonable standard within a reasonable time.
7. Use of thumb tacks and sticky tape for decorations is not permitted. Use of open flame candles must be negotiated with Council prior to the event. Ice is to be kept in suitable water tight containers. Kegs are to be kept in the kitchen or other suitable locations.
8. Smoke machines are not permitted. In the event that the smoke alarm is falsely activated and the fire brigade attends the call the hirer will incur a fine of no less than \$1,600 from Fire and Rescue NSW. Additional administration fees will also apply.
9. Council is not responsible for the insurance of goods or equipment that is brought into the facility by the hirer, their guests, or the supplier of goods and services engaged by the hirer.
10. Council will not compensate the hirer or the supplier of goods and services engaged by the hirer, for any losses of any goods or equipment or consequential losses arising for the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their own equipment.
11. The hirer is responsible for ensuring that correct manual handling techniques are used for moving and stacking away chairs and tables to the designated areas.
12. The Hirer's Checklist and Feedback form must be completed and returned with the keys on the next business day after the event.

### **C. BOND, HIRE FEES AND ADDITIONAL CHARGES**

1. All fees and charges are annually adopted by Council and subject to change each year on the 1st of July. All events held after this date will be charged the new fee. Notification will be given to the hirer of any change or increase of fees before the event is held.
2. Fee reductions and requests to waive fees are not permissible.
3. The bond must be paid 14 days from the date of the application to hire the facility.
4. The hire fee must be paid 14 days prior to the event. Partial payments will not be accepted.
5. The bond will be refunded by EFT within 28 days of the event if the *Terms and Conditions of Hire* have not been breached. EFT payments can be requested by completing an *Application for Refund* form and must be in the name of the person whose name is on the receipt, unless otherwise negotiated with Council.
6. The bond cannot be transferred to future bookings.
7. Council reserves the right to retain all or part of the bond should the *Terms and Conditions of Hire* not be adhered to.
8. The cost to repair any damages and/or replace Council property will be deducted from the bond. If the cost exceeds the bond the hirer will be invoiced for the difference accordingly. Refer to Appendix 1.

### **D. CANCELLATIONS**

1. Cancellation of a booking, once any payment is received, must be made in writing to Council.

2. If a booking is cancelled more than 28 days before the event, hire fees and bond will be fully refunded. If less than 28 days notice is given, a cancellation fee will be deducted from the bond and the remaining bond and hire fee will be returned. If less than 14 days notice is given, 100% of hire fees and GST will apply as a cancellation fee and your bond will be returned.
3. In the case of emergency, or a Federal, State or Local Election, Council may cancel your booking, with an alternative facility offered or full refund of any fees paid.

#### **E. ACCESS TIMES**

1. The facility cannot be accessed prior to the approved booking time, after the approved booking time or during the following day for any purpose, including for the purpose of cleaning up after the event or for the removal of equipment or personal items. Additional fees will be incurred if the hirer accesses the facility outside of the approved booking times.
2. The event must be finished, the facility cleaned and the alarm set by the approved finishing times. Failure to do so will result in additional charges and may result in the forfeiting of the bond.

#### **F. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT**

1. Commercial cooking appliances such as deep fryers and/or naked flame appliances are not to be used in the facility.
2. Artificial snow making machines are not permitted.
3. The hirer is responsible for ensuring that any electrical equipment and/or extension leads, brought into the facility by the hirer and/or their guests, is checked for defects, faults and/or damage. Additional fees will be incurred if the power to the facility fails as a result of defective electrical equipment and/or extension leads.
4. Council will not compensate the hirer in instances where failure of the power is a result of the hirer's and/or their guests' actions (eg: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
5. The hirer must obtain prior approval from Council to have amusement rides, jumping castles, jukeboxes, hired karaoke equipment, portable stages and/or any other equipment at the event.
6. The hirer must ensure that any supplier of hired equipment has a Certificate of Currency for Public Liability Insurance of no less than \$10 million.
7. Jukeboxes and other entertainment equipment must be removed from the facility at the conclusion of the event and within the finishing time as specified in the application. Council acknowledges that this may result in additional charges to the hirer from the supplier.

#### **G. CONSUMPTION OF ALCOHOL**

1. You must register your event online with the NSW Police Force if alcohol is going to be consumed at the event.
2. Failure to indicate that alcohol is to be consumed at the event on the booking application form may result in the forfeiting of the bond and cancellation.
3. Police have the authority to enter Council's facilities without notice and ask to see the Event Register.
4. Some Council facilities operate under a No Alcohol Policy.
5. The hirer is responsible for ensuring that their guests do not consume alcohol outside of the facility or in the surrounding areas (including in car park, footpaths, parks etc). Failure to do so may result in the forfeiting of the bond and early closure of the event by the Police.
6. Alcohol is not permitted to be *sold* at the event unless it is indicated on the Booking Application Form and the relevant approval and license is obtained from the NSW Casino, Liquor and Gaming Control Authority. This includes instances where a fee is to be charged to enter an event and alcohol will be served. A licence to sell alcohol must be provided to Council at least 14 days prior to the event.

7. The hirer must comply at all times with the responsible and safe service of alcohol legislation, in particular in relation to under age drinking and intoxication provisions. No person under the age of 18 years can consume or be served alcohol at any time.

## **H. KEYS AND ALARM CODES**

1. The hirer is responsible for the collection of the keys on the Friday prior to their function between the hours of 8:30am and 3:30pm from the nominated place of collection specified on the booking application form. Failure to collect keys on time may result in additional fees and charges.
2. For a weekday event an appointment must be made with the Neighbourhood Facilities Team for collection of keys.
3. The keys will not be issued if the Booking Application Form or Event Register is outstanding and /or if the hire fees have not been paid in full.
4. The hirer must advise Council at least 14 days prior to the event if they wish to have another person collect the keys on their behalf.
5. The person collecting the keys will be required to present their identification before the keys will be issued to them. Once the keys are collected the hirer is responsible for the keys and the keys are not to be left or given to other persons.
6. A unique alarm code and alarm instructions will be issued with the keys. Council can monitor the hirer's access to the facility through use of the alarm code.
7. The hirer must advise Council immediately on 4732 7777 if the keys are lost. Loss of keys may result in charges being incurred for the replacement of locks, security keys and installation of new alarm codes.
8. An alarm call out fee will be incurred by the hirer if the alarm is not set correctly at the end of the event. Alarm instructions will be provided with the keys.
9. All keys must be returned the next business day after the event.

## **I. CLEANING AND LOCKING UP**

1. The hirer is responsible for leaving the facility in a clean and tidy condition. This includes sweeping the floors, mopping up any spillages, and ensuring that the kitchen and toilets are clean.
2. The hirer is responsible for bringing their own cleaning supplies to the event (eg: washing up detergent, dish clothes, dish towels, paper towel etc).
3. Cleaning products/chemicals are not to be used on the floors. Any damages caused to the floors as a result of using unsuitable cleaning products/chemicals will result in additional fees and charges.
4. Council will provide cleaning equipment such as brooms, mops, buckets and dust pans.
5. The hirer is responsible for ensuring that tables and chairs are cleaned and returned to the designated area and stacked correctly.
6. The hirer is responsible for ensuring that all rubbish is placed in garbage bags (to be provided by the hirer) and placed in designated bins. Additional fees and charges will apply if garbage is not placed in designated bin. If rubbish exceeds the garbage bin capacity, the hirer must take the rubbish away.
7. The hirer is responsible for ensuring that cigarette butts, bottles, bottle tops, cans and/or other litter that is left in the car park, outside of the building or around the yard is picked up and placed in the garbage bin.
8. If the facility is left in an unsatisfactory condition that requires additional cleaning or removal of rubbish, the hirer will be charged for this service. Weekend penalty rates will apply. An administration fee may also apply.

9. The hirer must ensure that all lights, fans, heaters, air conditioners and cooking appliances etc. are turned off and the windows and doors are locked prior to setting the alarm and leaving the facility. Failure to do so may result in the forfeiting of the bond.

## **J. CONDUCT AND BEHAVIOUR**

1. The hirer shall be responsible for the management and supervision of the event and the proper conduct of their guests at all times both inside and outside of the facility. The hirer shall be required to:
  - *Contact appropriate authority if any intoxicated persons attempts to enter the facility*
  - *Decline entry to persons who are not invited*
  - *Request guests that are leaving the event to do so quietly*
  - *Ensure their function and their guests are considerate of neighbouring residents and/or other hirers in nearby Council facilities*
  - *Ensure their guests use the car parking facilities appropriately*
  - *Request guests to be considerate of other users of the car parking facilities*
2. The hirer will be responsible for payment of any costs associated with damage or vandalism caused to the facility or surrounds by any person during the booking period.
3. Council has the right to decline future bookings if the hirer does not exercise reasonable control over their guests attending or leaving the event. Such incidents may also result in forfeiting of the bond or reports made to the police.
4. Council will advise the Hirer if security is required and the costs of engaging security. Council will engage suitably qualified security personnel and the associated costs will be paid by the Hirer in addition to the standard costs of venue hire.
5. The hirer must observe general noise levels during the event both internally and externally including in the car parking area.
6. Amplified music must be kept inside the facility and must cease 30 minutes prior to the end of the approved booking time.
7. Noise from the event is not to be offensive to the adjoining neighbours. Refer to [www.environment.nsw.gov.au/noise/neighbourhoodnoise.htm](http://www.environment.nsw.gov.au/noise/neighbourhoodnoise.htm) for further information regarding neighbourhood noise.

## **K. PARKING AND DELIVERIES**

1. All persons attending the event must observe parking rules and regulations. Any vehicles found to be parked illegally during the event, i.e. vehicles double parking, obstructing driveways or parked on the footpath, may receive an infringement notice.
2. Vehicle access is not permitted inside the yard of facility.
3. The hirer is responsible for assisting their guests with traffic management and street parking as the facility has a limited number of parking spaces.
4. Delivery vehicles must not mount the kerb or park anywhere on the footpath or paved areas or impede traffic and pedestrians, especially in areas that may block access for emergency vehicles. The hirer and their guests do not have exclusive rights to the car park area. A number of Council's car parking facilities are shared facilities and may be used by other members of the community during your event.

## **L. MANAGING EMERGENCIES AND REPORTING INCIDENTS**

1. The hirer must familiarise themselves with the Evacuation Plan on display at the facility before commencing any activities and note the location of emergency exit doors.

2. The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed throughout the event. The placing of furniture, boxes or any other item or structure within two (2) meters or within the areas of the emergency exits is prohibited.
3. The hirer is responsible for calling 000 and organising easy access for emergency vehicles in cases of emergency, serious injury or illness of anyone attending the event.
4. Fire equipment provided in all facilities is for emergency use only. Misuse of this equipment will incur fees for repair and replacement and can result in the forfeiting of the bond.
5. Any emergency building issues that occur during an event should be reported to Council's after hour service on 4732 7777.
6. The hirer must provide Council with full details of any incident that occurs during the event that resulted in the attendance of the Police, damage to Council property, or injury to a guest. These details must be verbally reported to Council within 24 hours after the event. The hirer must also complete and submit an Incident/Damage Report Form within seven (7) days of the incident. Please request this form from the Neighbourhood Facilities Team at Penrith City Council on 4732 8021 during business hours.

**M. SPECIAL CONDITION**

1. 16<sup>th</sup> – 21<sup>st</sup> birthday parties are not permitted in the following facilities:
  - *Kingswood Neighbourhood Centre*
  - *Jordan Springs Community Hub*
  - *St Marys Memorial Hall*
  - *St Marys Senior Citizens Centre*
  - *Surveyors Creek Community Centre*
  - *Thornton Community Centre*

## APPENDIX 1 – 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 the Fees and Charges Schedule adopted by Penrith City Council. These fees, where applicable, will be deducted from the hirer's bond. If the fees exceed the bond the hirer will be invoiced for the difference.

Additional Fees & Charges	Circumstance	Amount
Public Holiday Surcharge	This fee will apply where additional costs are incurred by Council due to the Public Holiday	25% of the hire fee
Administration Fee	Fee for processing a breach to the Terms and Conditions of Hire (eg: damage to facility, additional cleaning, lost or late return of keys, changes to bookings, cancellations etc)	\$75 per hour or part thereof (min \$70)
Late return of keys	Fee for the late return of keys	\$82 per instance
Unauthorised Access	Cost incurred for accessing the facility outside the approved booking times	\$80 per hour (excluding St Marys Memorial Hall)
Failure to Set the Alarm	Cost incurred where the alarm is not set correctly at the end of the event	\$80 per day
Security Call Out	Cost incurred where security is required to attend the facility (eg: alarm issues, doors not locked, antisocial behaviour, hirer not leaving venue on time etc)	\$80 per call out
Out of Hours Service	Cost incurred where Council is required to attend to an issue relating to the booking that is the responsibility of the hirer and/or their guests. (eg: lost keys)	\$80 per hour or part thereof (min \$80)
Helium Balloons	Cost incurred to remove helium balloons and/or balloon ties from ceiling fans	\$80 per hour or part thereof (min \$80)
Air Conditioning	Failure to turn off electrical equipment resulting in increased electricity costs	\$80 per day
Service Fee	Cost incurred to repair minor damage and/or replace damaged items	\$80 per hour or part thereof (min \$80)