



# Terms and Conditions of Hire

## Regular/Casual Bookings

### A. BASIS OF HIRE AND USE

1. Regular bookings (12 or more bookings in one calendar year) are reviewed annually by Council through an Expression of Interest process. Permanent bookings are not permitted.
2. Casual bookings (11 or fewer bookings in one calendar year) for the following calendar year will not be confirmed until the Expression of Interest process for regular bookings has been finalised.
3. Application for hire must be made in writing by a person over the age of 21. Proof of identification will be required.
4. Council will advise the hirer in writing if the booking is approved. Council has the right to refuse a booking.
5. The hirer is not permitted to use the facility for any purpose or activities other than what is indicated on the Booking Application Form.
6. The hirer must advise Council of special events or activities at least 7 days prior to the day (including partnership events with Council staff) so that additional services can be organised (eg: extra cleaning, additional garbage collection, security, setup etc).
7. 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.
8. 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.
9. All persons entering Council property do so at their own risk.
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. A new booking application form must be completed whereby the contact person for the booking and as provided to Council leaves the group/organisation. (Refer to G4).
12. Smoking is prohibited in any part of the premises and within 4 metres of all entrances to any building on the property.
13. Fires of any type are prohibited in Council facilities and on the surrounding grounds.
14. Where participants 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 participants under 21 years of age.
15. Entry tickets are not permitted to be sold at the facility.
16. The hirer is not permitted to display promotional materials within the facility except on internal notice boards. Promotional material is not permitted to be displayed outside of the facility without prior written approval from Council. Where approval is granted the hirer must remove the material at the end of each booking session.
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. (Refer to Appendix 1)
18. Council reserves the right to make changes to the Terms and Conditions of Hire as required during a calendar year. Hirers will be advised of any changes in writing.

## **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. All bookings held after this date will be subject to any fee increase.
2. Fee reductions and requests to waive hire fees are not permissible.
3. An administration fee may be incurred where the booking details are changed by the hirer after bookings have been confirmed. (Refer to Appendix 1).
4. The hirer must pay a bond to secure the booking. The bond must be paid within 14 days of making the booking to have the booking confirmed.
5. Hirers with regular bookings will be invoiced monthly. All fees must be paid in full no later than 14 days after the date of invoicing. Partial payments will not be accepted.
6. Hirers with casual bookings are required to pay the full hire fee at least 14 days prior to the commencement of the booking.
7. The bond will be refunded by cheque within 28 days of the event. A cheque will be in the name of the person whose name is on the receipt, unless otherwise negotiated with Council and if the *Terms and Conditions of Hire* has not been breached.  
  
EFT payments can be negotiated upon request through Council's *Application for Refundform*.
8. The bond will not be issued to the hirer until all hire fees and charges have been paid and the keys returned to Council.
9. A charge of no less than \$1,600 will be incurred by the hirer from Fire and Rescue NSW in the event that the smoke alarm is falsely activated and the fire brigade is called to the facility. Additional administration fees will also apply.

## **C. ACCESS TIMES**

1. There is no free time to set up or pack away. Fees will apply from the time the hirer gains access to the facility until the time the alarm is set at the end of the booking period.
2. Unauthorised access will result in additional fees and charges and/or cancellation of the booking.
3. Where the hirer and/or their invitees are late in vacating the facility the hirer will be charge for the extra time plus a 25% penalty per hour and a security call out fee (where applicable).

## **D. CANCELLATIONS**

1. Cancellations of bookings must be made by the hirer in writing to Council. If a booking is cancelled more than 7 days before the scheduled activities the hire fee will not be charged. If the booking is cancelled less than 7 days before the scheduled activities, the full amount of hire fees will apply.
2. The hirer is responsible for advising all participants of the cancellations of bookings.
3. 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 as a result of such cancellation.

## **E. INSURANCE AND INDEMNITY**

1. Hirers must have Public Liability Insurance of no less than \$10 million or an exemption from Council. A copy of the certificate of currency must be submitted with the booking application form.
2. Any requests for exemption of Public Liability Insurance must be made at the time of submitting a booking application form. Requests for exemption from Public Liability Insurance must be

approved in writing by Council prior to commencement of activities. Council reserves the right to decline any requests for exemption.

3. Council does not insure any goods or equipment that is brought into the facility or left in the facility by the hirer or their invitees.
4. 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.
5. The hirer will indemnify and release Council in respect of any judgment, action, liability or any matter arising from the negligence of the hirer or its agents and against any act or omission of the hirer or its agents commenced by a third party against the Council.
6. The hirer releases Council from any liability to the hirer except where the damage to the hirer arises from a negligent act or omission by Council.

#### **F. KEYS**

1. Hirers with regular bookings will be issued keys by Council for the full booking period. Hirers with casual bookings will be required to collect the keys from Council prior to each booking session.
2. An appointment must be made with Council (4732 8021) to collect keys. Hirers without appointments may experience a long wait time or be requested to make an appointment.
3. Keys will only be issued to the hirer unless otherwise negotiated with Council. Suitable identification must be presented before the keys will be issued.
4. 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.
5. Keys cannot be given to another person for an interim period without written permission from Council.
6. The hirer will incur additional fees and charges for the replacement of lost or stolen keys.

#### **G. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT**

1. The hirer is responsible for checking that all electrical equipment brought into the facility is not damaged or defective in any way. 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).
2. The hirer must obtain prior approval from Council to have amusement rides, jumping castles, jukeboxes, portable stages and/or any other equipment at the facility.
3. 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.
4. 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 and/or use of the facility.

#### **H. MINIMISING RISK & MANAGING EMERGENCIES**

1. The hirer is responsible for determining that the facility is fit for purpose and suitable for their activities. Any identified risk and/or damage relating to Council property must be reported immediately to Council on 4732 7777.
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. 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.

## **I. 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. Fire equipment provided in the facility 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. Future bookings may also be declined.
5. All persons attending the activities must observe parking rules and regulations. The hirer and their guests do not have exclusive rights to the car park area.

## **J. CLEANING AND LOCKING UP**

1. Council will provide reasonable cleaning equipment (eg mops, buckets, dust pans and brooms).
2. The hirer is responsible for leaving the facility in a clean and tidy condition. Kitchen and toilet benches must be wiped clean, all floors swept, and any spillages mopped.
3. The tables and chairs must be cleaned before being returned to the designated storage area and stacked correctly. (Posters are displayed in all storerooms showing correct procedures).
4. Additional fees and charges will apply if the hirer creates safety risks for other users by leaving items in the table and chairs storeroom and/or not stacking items correctly.
5. The hirer is responsible for ensuring that all rubbish is placed in the external industrial bin. If rubbish exceeds the bin capacity, the hirer must take the rubbish away.
6. The hirer is responsible for ensuring that any litter from their activities (including paper, cans, cigarette butts etc) that is left in the car park, building surrounds or yard area is picked up and placed in the external industrial bin.
7. The hirer must ensure that all lights, fans, heaters, air conditioners and cooking appliances are turned off, the windows closed and doors locked, prior to setting the alarm when leaving the facility. Failure to do so may result in additional fees and charges. (Refer to Appendix 1).

## **K. STORAGE ARRANGEMENTS**

1. Storage areas are limited and cannot be guaranteed.
2. Storage allocations will be reviewed annually by Council in consultation with the hirers. Hirers will be advised in writing from Council of any changes to storage allocations or arrangements.
3. The hirer is responsible for ensuring that allocated storage areas are kept clean and tidy, especially where storage areas are shared. Council reserves the right to inspect all storage areas. Hirers will be advised in advance of any inspections.
4. The hirer is not permitted to change any locks or install new locks without prior written approval from Council.
5. The hirer is not permitted to keep perishable food items in the storage areas. Any items such as coffee, tea, long life milk, sugar must be kept in suitable air tight containers.
6. The hirer will be responsible for the payment of any costs associated with pest management resulting from the storage of food items and other perishable goods.
7. All food items stored in the refrigerator must be removed for weekend hirers.
8. Toxic or dangerous goods are not permitted to be stored at the facility (eg: LPG bottles, gas lighters, methylated spirits, toxic cleaning products etc).

## 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 will be invoiced separately to the hirer.

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)	\$72 per hour or part thereof (min \$70)
Lost keys	Fee for lost or stolen keys	\$72 per instance
Unauthorised Access	Cost incurred for accessing the facility outside the approved booking times	\$74 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	\$72 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)	\$72 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)	\$74 per hour or part thereof (min \$74)
Helium Balloons	Cost incurred to remove helium balloons and/or balloon ties from ceiling fans	\$72 per hour or part thereof (min \$72)
Air Conditioning	Failure to turn off air conditioning resulting in increased electricity costs	\$74 per day
Service Fee	Cost incurred to repair minor damage and/or replace damaged items	\$72 per hour or part thereof (min \$72)