

# HALLS AND FACILITIES

## TERMS AND CONDITIONS

In this document:

“Booking” means the Booking completed by the Hirer relevant to the hire of the Facility on Council’s website.

“Principal” means Council, the Committee responsible for the Hall or any person or agent acting on behalf of either of them.

“Facility” means the facility being hired by the Hirer as referenced in Bookable.

### 1 BOOKING, FEES AND BONDS

- 1.1 Only persons 18 years and over at the time of booking are permitted to complete the Booking. Proof of identity must be provided upon request.
- 1.2 Hirers must complete the booking on the Principal’s Booking system and agree to use only that part of the Facility nominated in the Booking, and confirmed by the Principal. Times of Hire approved by the Principal must be strictly adhered to. At the time of booking, the Principal will confirm setting up and packing up times and arrangements.
- 1.3 Hirers are to clearly state the nature and type of activity that is to take place at the time of Booking.
- 1.4 All Fees and Bonds must be paid in advance in full prior to the use of the Facility.
- 1.5 Hirers must pay the appropriate fee in accordance with the schedule of Fees and Charges as adopted by Council.
- 1.6 Hirers must meet the requirements of Council’s *Third-Party Risk Management & Insurance Requirements Policy*. If a Hirer is required to effect and maintain Public Liability Insurance related to the hire of the Facility, a Certificate of Currency evidencing such insurance must be attached to the Booking and note “Mid-Coast Council” as an interested party.
- 1.7 It is the responsibility of the Hirer to obtain all necessary Permits for their function as required (e.g. Liquor Licence for sale of alcohol or APRA Licence for Public Performances).
- 1.8 The Principal reserves the right to require full payment of the Hire Fee and any applicable Bonds at time of booking. This may be forfeited (at the discretion of the Principal) should the booking be cancelled.
- 1.9 All Bookings are subject to a cancellation fee, or otherwise eligible for a refund of any fees paid as below, or otherwise at the discretion of the Principal:
  - Over 7 days notice – 100%
  - 3 – 6 days notice – 50%
  - 72hours or less – 0%
- 1.10 If there is any damage, breakages etc to the Facility and/or its contents in connection with the hire, the Bond may be forfeited in full.
- 1.11 The Hirer accepts responsibility for the cost of all damage, breakages etc to the Facility and/or its contents which is in excess of the Bond and must reimburse the Principal for such costs.
- 1.12 Breach of any of the Terms and Conditions may result in the booking being cancelled and all moneys paid will be forfeited (at the Principal’s discretion).
- 1.13 All refundable Bonds will be returned within two (2) working weeks of the hire date, provided the Facility is left in a clean, tidy and satisfactory condition (in the reasonable opinion of the Principal) and any keys/access cards returned. Failure to leave the Facility

in a clean, tidy and satisfactory condition may result in forfeiture of the Bond/s in full and additional fees may be charged (at the discretion of the Principal).

- 1.14 The Principal is not responsible for any loss or damage to any property belonging either to the Hirer or any person attending the Facility at any time.
- 1.15 Smoking is not permitted within any Facility, on any verandahs or within 10m from any door or window.
- 1.16 Under no circumstances is a fire/s to be lit on the Facility grounds.
- 1.17 Additional charges may apply if the Facility is not vacated by all attendees within thirty (30) minutes after expiration of the booking.

### 2 KEYS

- 2.1 The Hirer may collect keys or access cards at a time suitable to the Principal and the Hirer.
- 2.2 No additional keys may be cut, or access cards issued by the Hirer. Any additional keys or access cards requested by the Hirer will be at the Principal’s sole discretion and incur additional charges.
- 2.3 Keys or access cards must be returned to the Principal by 10am the next business day following hire. Bonds will only be refunded following the return of the key or access cards and pending a satisfactory post-hire inspection.

### 3 NOISE AND COMPLIANCE

- 3.1 Noise associated with your function is to be kept to a minimum and must comply with legal requirements, so as to avoid disturbing surrounding neighbours.
- 3.2 The Hirer is responsible for complying with all laws and maintaining good order for the duration of the booking and must not permit anything to be done to the Facility or within its vicinity which is disorderly or offensive.
- 3.3 Music is to cease playing at 12midnight and the venue is to be vacated by 1am (as applicable, or otherwise advised by the Principal).

### 4 ALCOHOL AND SECURITY

- 4.1 The Hirer must be the first person to arrive and the last person to leave the Facility, and must remain on site at all times throughout the function.
- 4.2 If alcohol is to be consumed at the function, the Safe Party/function notification form is to be obtained (e.g. from the Police Local Area Command) and a copy provided to the Principal prior to the function. Keys for the Facility will not be issued, and your Booking cancelled, if this requirement is not met.
- 4.3 If alcohol is to be sold at the function, the Hirer must obtain a Liquor Licence for the function. A copy of said Licence is to be provided and accompany the Booking. It is the responsibility of the Hirer to adhere to all of the terms and conditions of the Liquor Licence.
- 4.4 Alcohol must only be consumed within the Facility. Alcohol is not permitted to be consumed outside the Facility (e.g. in carparks, doorways or walkways).
- 4.5 Unless otherwise notified in writing by the Principal, advertising of function/s through Social Media is not permitted and any breach of this condition will result in the cancellation of the Booking and will be subject to cancellation charges.
- 4.6 Venue capacity is to be strictly adhered to and must not be exceeded under any circumstances.

### 5 CLEANING

- 5.1 The Hirer is responsible for cleaning the Facility at the conclusion of hire. A mop, bucket, broom and/or vacuum are provided however the Hirer will need to supply their

own cleaning equipment and products. Warm water only is to be used on spills on any timber floors of the Facility. The floors are to be swept and any spills mopped up.

- 5.2 If the Facility has carpet coverings on the floors, and there is any liquid (other than water) spilled on them this will require the Hirer to engage a professional carpet cleaning service at their sole cost and notify the Principal as soon as practicable after it has occurred.
- 5.3 Any kitchen facilities used are to be left clean, tidy and all kitchen utensils, crockery and equipment are to be put away. All benches are to be wiped clean and nothing is to be left in the fridge. Any ovens, fridges and microwaves are to be wiped clean if used. The floor is to be swept and wet mopped clean.
- 5.4 All Hirers must remove their own rubbish from the Facility or as otherwise directed by the Principal.
- 5.5 It is the responsibility of the Hirer to provide their own bin liners.
- 5.6 Unless notified otherwise, any tables and chairs used are to be stacked and put away using any provided chair and table stacking trolleys. Under no circumstances are any chairs and tables to be dragged on floor surfaces.
- 5.7 All timber floors are to be swept only, except for spills which are to be mopped with warm water only.
- 5.8 Amenities are to be left clean and tidy.
- 5.9 An inspection will be held of the Facility following your hire, prior to the release of any Bond. If additional cleaning is required to be undertaken by the Principal, a \$55 per hour fee (minimum 2hrs) will be charged to the Hirer.
- 5.10 The Facility must be locked securely on completion of hire and all fans, heaters, air conditioners and lights must be turned off.
- 5.11 Nails, screws, tacks or any other fastenings are not to be driven in or attached in any way to the walls, floors, timber work, ceilings, furniture or fittings. Blu Tac may be used with extreme care, providing it is completely removed on completion of the function and does not damage the Facility. Decorations must not be attached to any fans and all decorations are to be removed from the Facility at the conclusion of hire. Hay is not permitted inside any Facility.

## 6 SAFETY

- 6.1 It is the responsibility of the Hirer to notify all people attending the function of emergency and evacuation procedures including (but not limited to):
- Position of exit points and assembly areas as displayed on evacuation plans inside the Facility;
  - Arranging for attendees to leave building in case of an emergency and proceed to the nearest designated assembly area;
  - Conducting a head count to ensure all attendees are accounted for; and
  - Ensuring all attendees do not return to the building until advised that it is safe to do so.
- 6.2 The Hirer is responsible for all costs incurred should emergency services be called out to a false alarm.
- 6.3 All fire extinguishers and emergency equipment are to be used only in the case of an emergency. If they are damaged or tampered with and there is no emergency, the cost of their replacement will be the responsibility of the Hirer.
- 6.4 All exits, aisles and passageways will be kept clear and free to ensure attendee safety.
- 6.5 Unless otherwise notified in writing by the Principal, Bookings for coming-of-age celebrations (16ths to 21sts inclusive) are not permitted. Any authority granted is at

the sole discretion of the Principal and may be subject to additional terms and conditions.

- 6.6 At the Principal's discretion, the Principal may require Licenced Security Guards to be present at the Facility for functions considered by the Principal to be of "High Risk". Security must be used at a ratio one (1) guard per fifty (50) guests. It is the responsibility of the Hirer to organise and pay for the security for such functions prior to the function. Security Guard/s are required to close the function if the Hirer and attendees are not complying with the Hall Hire Terms and Conditions.

## 7 GENERAL

- 7.1 The Principal reserves the right for its officers or agents to access any Facility at any time for the purposes of inspection or maintenance.
- 7.2 The Principal has the right to refuse any Bookings for any Facility at their absolute discretion with no reason required to be given.
- 7.3 Any Booking that is refused or incomplete will not be processed.
- 7.4 Notification of refused or incomplete notifications must be in writing and sent to the proposed Hirer as soon as practicable.
- 7.5 The general administration and control of the Facility is vested in the Principal and any decisions made are final.
- 7.6 It is the responsibility of the Hirer to adhere to all laws and statutes which apply in the State of New South Wales.
- 7.7 The Hirer indemnifies the Principal, and will keep the Principal indemnified from all claims whatsoever arising from or in connection with the Hirer's use of the Facility.
- 7.8 Use of glitter, confetti, bubble machines and any starch-like product which may increase the slipperiness of the floors is strictly prohibited. Please note if it is found that any starch-like product has been used for this purpose, the Hirer may be liable for any liability for the function booked and any subsequent function following their own.
- 7.9 Any Hirer Checklist provided is non-exhaustive and provided for the Hirer's convenience only.
- 7.10 Any damage sustained is to be reported to the Principal at the time keys or access cards are returned.
- 7.11 No animals are to be taken onto the grounds unless prior permission is obtained from the Principal and it is not in contravention of any Council or other Authority signage.
- 7.12 Sub-Rental/Leasing by Hirers which have been allocated the use of a particular Facility is prohibited.
- 7.13 In the event that a Hirer be unable to proceed with their Facility booking due to faulty utilities on the day, a written request for a refund of hire charges may be submitted to the Principal for consideration however the Principal is not responsible for and is released from any other claim that may be made by the Hirer in connection with such matter.
- 7.14 The Principal may impose additional conditions of use when assessing the Hirer's Booking. If so, details will be included in the Hirer's confirmation notice or otherwise notified in writing by the Principal.
- 7.15 The Principal may, from time to time, require the Hirer to move to an alternate location that that which is booked. If this is to occur, the Principal will notify the Hirer in writing as soon as possible and refund any difference of booking fee/s applicable.
- 7.16 If the Hirer obtained authority for use by fraud or deception, any damages incurred will be at the sole cost of the Hirer and any costs incurred by the Principal will be on-charged to the Hirer as a debt owed to the Principal.