Community Facility

CONDITIONS OF HIRE

AFTER HOURS CONTACT NUMBER  02 9725 0222

In case of an emergency or any problem with Council’s Community Facilities, please ring the after-hours number to contact Council’s after hour’s staff.

The following Conditions of Casual Hire apply to all Community Centres / Halls. In making a booking you agree to abide by these conditions.

GENERAL INFORMATION

The Hirer must be a responsible person, twenty one (21) years or older who will be held liable to the Council for the cost of the repair of any damage or breakage to any part of the building, premises, fitting or furniture, appliances or apparatus during the term of the function.

The hirer must remain in attendance and is responsible for centre security, safety of guests and supervising all activities during the hire period.

Fundraising events may only be held by Community or Sporting Organisations.

Council reserves the right to refuse any booking or cancel a booking by giving of as much notice as is practicable, where emergency conditions such as urgent needed repairs, holding of Federal, State or Local Government Elections or other deemed acceptable by Council.

Neither Council, or any of its officers or stewards shall in no way be liable for any loss or damage suffered by the hirer, or any firm or corporation supplying any article or service to the hirer, or otherwise in consequence of the exercise of its right.

All engagements are accepted conditionally upon compliance by the hirer with the requirements of Places of Public Entertainment Regulations there under or any relevant act or regulation.

FUNCTIONS UNDER THE AGE OF 21 YEARS

If the function being held is for a person aged 21 years and under their parent(s) must book the function, must remain in attendance, is responsible for centre security, safety of guests and supervising all activities during the hire period.

REGISTERING YOUR EVENT

As the hirer, you have a duty-of-care for the safety and wellbeing of your guests. While you want them to have a good time you also want to minimise the potential for harm to persons and property as a result of excessive alcohol consumption or gatecrashers.

New laws came into effect from Saturday 15 December 2012 for anyone who organises a gathering that becomes out of control. The Criminal Law Amendment (Out-of-Control Gatherings) Act 2012 provides police with additional powers to manage an out-of-control gathering. The legislation also gives the courts the discretion to order a person to pay reasonable compensation costs to police for their response to the out-of-control gathering.

The hirer/promoter must register their event. You are required to register your event with NSW Police, registrations can be done online at www.police.nsw.gov.au (registrations online must be done at least 72 hrs prior to event) or complete the notification form in person at a police station nearest the party venue. The hirer/promoter MUST PROVIDE Council with a event registration number or a stamped copy of the form.

FUNCTIONS UNDER THE AGE OF 21 YEARS

USAGE OF FEES AND CHARGES

The hirer agrees to have usage of the areas as prescribed on the hiring agreement, and use only that part on the facility for which a fee has been paid. The hirer must state the nature of the function that is to take place and pay in accordance with Council’s Pricing Policy and Fees and Charges. Where a booking is made for the holding of a function, which in the opinion of the Council is not covered by Council’s Pricing Policy and Fees and Charges, Council reserves the right to impose special conditions and to fix a hire charge by Council to be reasonable, having regard to the nature of the function to be held. All hire fees will include GST. Council facilities may not be used for commercial purposes. However, groups that are providing a community focused activity to residents, such as aerobics, dance or martial arts classes are permitted to operate from this facility.

The hirer shall not assign or sublet the premises as hired as aforesaid or any part thereof.

The hirer undertakes that in the connection with use of the facility they will not permit or suffer anything to be done which is disorderly or offensive.

Prior to hiring the facility, the hirer shall inspect the facility to ensure that the facility is appropriate and safe for the use intended. The hirer shall report any breakages or problems to Council as soon as possible.

The hirer will pay the sum for the hire as set out in the Hire Agreement, a minimum of seven (7) days before the scheduled date of the function.

A security bond is required for all bookings. The hire period includes set up, dismantling, and clean up period. Bookings made prior to any increase in hire fee as from 1st July cannot be paid until after 1st July each year.

The bond is to be paid within ten (10) days of making the booking.

There is no GST payable on the security bond unless the bond is retained to cover costs. The bond will be refunded in the form of a cheque within four (4) weeks from date of hire provided the hirer has fully complied with all Conditions of Use.
CANCELLATION
The hirer may cancel any booking by contacting the Customer Service Centre either verbally or in writing at least four (4) weeks prior to the date of the function in which case Council may refund:

IF CANCELLED 4 WEEKS PRIOR TO FUNCTION:
• Paid BOND only = BOND REFUNDED less ADMINISTRATION FEE
• Paid BOND & HIRE FEE = BOND & HIRE FEE REFUNDED less ADMINISTRATION FEE

IF CANCELLED LESS THAN 4 WEEKS TO THE DATE OF FUNCTION:
• Paid BOND only = BOND WILL BE RETAINED
• Paid BOND & HIRE FEE = BOND REFUNDED & HIRE FEE RETAINED

Please Note: If booking is made within the same month of function and cancellation is required, refund will be based on the discretion of the Community Facilities Coordinator.

Where relevant, keys are issued to the hirer or nominated person and are to be picked up on the Thursday or Friday prior to the function, between 8:30am – 4:00pm from 86 Avoca Road Wakeley, and returned the first working day after the function. It is the responsibility of the hirer to ensure that Centre keys are collected and returned in accordance with the arrangements made with the Customer Service Centre.

The signatory is fully responsible for the keys and must ensure they are not given to any other group or person.

Fees and charges will apply if Terms and Conditions of Hire are breached or if the key(s) are not collected during business hours. The building must be vacated no later than 1:00am. Hirers must leave the hall in a quiet and orderly manner. If the building is not vacated by this time a further fee may be levied.

• A refund within four (4) weeks after cessation of use with the keys & alarm code being returned promptly to the Customer Service Centre.
• A forfeit if keys are lost.
• A fee will be charged for the late return of keys or loss of alarm code.

Please notify the Customer Service Centre if keys are going to be returned late.

SETTING UP
Setting up times must be pre-arranged with the Customer Service Centre and are subject to the same fees and charges as set out in Council’s Pricing Policy and Fees and Charges. The hire times as prescribed on the Hire Agreement must be strictly adhered to (these times include setting up and cleaning up). If the hirer wishes to extend the prescribed hire times, the Customer Service Centre must be advised and an extra fee paid prior to the function.

Nails, screws or any other fasteners MUST NOT be driven into or attached in any way to the walls, floors, timber work, furniture or fittings. Adhesive tape/Blu-Tac may be used with care, but must be removed at end of function.

ALL DECORATIONS MUST BE REMOVED FROM THE BUILDING
The setting up of tables and chairs is the responsibility of the hirer as is putting them back into the allocated storage area in a clean, safe and neat fashion. Tables and chairs must not be dragged on the floor surfaces. Furniture and fittings must not be removed from the facility without permission from Council. Failure to do so will result in a fee being deducted from your Indemnity Deposit.
CHILD PROTECTION LAWS
If your activity involves children under the age of up to 18 years of age you are legally required to comply with Child Protection Acts including conducting employment screening in line with this legislation.

All exit doors are to be kept clear and unobstructed at all times.

Exit lights are to be switched on at all times when the facility is in use.

Fire extinguishers, hose and blankets are provided within the facility.

This equipment is not to be used inappropriately or removed from Council's premises.

No naked flame is permitted within facility.

Fireworks in the grounds are NOT permitted. No smoke machines or sparklers are allowed in the centre unless permission is obtained from the Customer Service Centre.

All hirers are to familiarize themselves with the Fire Evacuation Plan located in the building.

In case of fire or similar emergency evacuate the building and contact the emergency services.

The bringing into the facility or use of therein of fireworks, any type of barbecues, confetti, chewing gum or any other articles deemed by Council to be objectionable or the placing or throwing of inflammable items is prohibited.

CLEANING AND REMOVAL OF GARBAGE
Cleaning equipment is provided either in cleaner's cupboard or kitchen.

Hirers must leave the areas as hired clean and tidy including:
• Hall (floors only to be swept, only mop and spillage areas as mopping can damage the floor)
• Kitchen floors (sweep or mopping)
• Kitchen (including stove, oven and fridge)
• Wipe clean chairs and tables
• Toilets (male, female and disabled)
• Foyer
• Corridors
• Car park and surrounding outside areas

Failure to do so will result in part or all of the Indemnity Deposit being retained.

A cleaning fee will apply for any extra cleaning required.

NOISE LEVELS AND DISORDERLY CONDUCT AND SUPERVISION
The hirer is responsible for ensuring that sound levels are monitored regularly and at all times maintained at a level which will avoid disturbance to neighbouring properties.

All music must cease at 12am (midnight). Any music played must be kept to a reasonable level to avoid disruption to adjoining residential areas. The hirer shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 1997 (Part 8.6, Section 276), that covers noise control.

The hirer shall take all reasonable steps to prevent disorderly conduct in the Centre and grounds throughout the period of the hire and when leaving the Centre. The hirer is responsible for all consequences relating to all drunken behaviour.

The hirer/promoter of the event is required to provide at least one adult attendant per fifteen (15) persons under the age of 18 attending.

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FIRE REGULATIONS AND OBJECTIONAL MATERIALS
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ELECTRICAL - TESTING AND TAGGING
All Council electrical equipment in the centre is tested and tagged every 12 months for safety purposes.

Any electrical equipment brought in to the centre must be tested and tagged by qualified electrician.

Any electrical equipment brought in to the centre found to be faulty and trips the power and results in a "Call Out" to Council, the hirer will be c

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• Kitchen (including stove, oven and fridge)
• Wipe clean chairs and tables
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• Foyer
• Corridors
• Car park and surrounding outside areas

Failure to do so will result in part or all of the Indemnity Deposit being retained.

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The preparation of food and beverages shall be confined to the kitchen area. Grease and food scraps are NOT to be washed down the sink.

The hirer is responsible for the caterers or users of the kitchen to leave it clean as found.

The hirer is responsible for all the rubbish to be placed in garbage bags and placed in the bins provided outside the building. No loose rubbish is to be left behind. No rubbish is to be burnt.

**UNDER NO CIRCUMSTANCES IS FOOD OR DRINK TO BE LEFT IN THE REFRIGERATOR**

**PARKING**

The hirer shall ensure that all vehicles are correctly parked in the marked parking bays and not parked on footpaths, or on the grassed area surrounding the facility. Bikes and skateboards are not permitted within the facility. These may be left in the area outside the facility only.

**LOSS OR DAMAGE**

Fairfield City Council will not accept any responsibility for articles left on the premises.

The hirer shall be held responsible for the cost of making good, any loss or damage to the building, floor, furniture, appliances or fittings arising out of, and in the course of the function. Council retains the right to determine the cost of any damage or cleaning and to withhold this from the Indemnity Deposit.

**ADVERTISING**

The hirer must obtain Council’s approval for the erection of any signs outside the facility. Advertising is permitted only on boards provided for this purpose.
<table>
<thead>
<tr>
<th>Fairfield City Community Centres &amp; Halls</th>
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<tbody>
<tr>
<td><strong>After Hours Contact Number</strong></td>
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<tr>
<td>02 9725 0222</td>
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<tr>
<td><strong>Bonnyrigg Community Centre (L)</strong></td>
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<tr>
<td>Bonnyrigg Avenue, Bonnyrigg NSW 2177</td>
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<tr>
<td>Hall Capacity: 150 seated</td>
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<tr>
<td><strong>Bonnyrigg Heights Hall (M)</strong></td>
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<tr>
<td>Simpson Road, Bonnyrigg Heights NSW 2177</td>
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<tr>
<td>Hall Capacity: 100 seated Air conditioned</td>
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<tr>
<td><strong>Bonnyrigg South Community Centre (M)</strong></td>
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<tr>
<td>Gemalla Road, Bonnyrigg NSW 2177</td>
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<tr>
<td>Hall Capacity: 80 seated Air Conditioned</td>
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<tr>
<td><strong>Bonnyrigg Youth Centre</strong></td>
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<tr>
<td>Bonnyrigg Avenue, Bonnyrigg Hall</td>
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<tr>
<td>Capacity: 200 seated</td>
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<td><strong>Note: NO social functions</strong></td>
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<td><strong>Brenan Park Community Centre (S)</strong></td>
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<td>Bourke Street, Smithfield NSW 2164</td>
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<tr>
<td>Hall Capacity: 100 seated</td>
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<tr>
<td><strong>Brian Wunsch Centre</strong></td>
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<tr>
<td>126 Avoca Road, Wakeley NSW 2176</td>
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<tr>
<td>Hall Capacity: 80 seated Air Conditioned</td>
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<tr>
<td><strong>Cabramatta Community Centre &amp; Hall (M)</strong></td>
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<tr>
<td>Cnr Railway Pde &amp; McBurney Rd, Cabramatta NSW 2166</td>
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<tr>
<td>Hall Capacity: 100 seated</td>
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<td><strong>Note: NO social functions</strong></td>
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<tr>
<td><strong>Canley Heights Community Centre (M)</strong></td>
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<tr>
<td>41 Peel Street, Canley Heights NSW 2166</td>
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<tr>
<td>Hall Capacity: 80 seated Air Conditioned</td>
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<td><strong>Note: 10pm cut off time</strong></td>
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*Casual Hire of Halls Application Template*  
QMF-PCF-016  
Page: 12 of 12  
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