# **Community Facility CONDITIONS OF HIRE** Casual/Social 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

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

Council does not permit the exchange of money in the Community Facilities/Halls

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.

NSW public health orders and restrictions that are in place at the time of your event must be followed

# **FUNCTIONS UNDER THE AGE OF 21 YEARS**

If the function being held is for a person aged 21 years and under their parent/legal guardian 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 you 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.

# **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 and Community Facilities Casual Hiring Operational Policy 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, within 10 Working days from the date of booking request.

A security bond is required for all bookings. The hire period includes set up, dismantling, and clean up period. Please note that Councils fees and charges are reviewed each year and may change from 1 July each year. Any outstanding fees due from 1 July each year will require to pay the new fees adopted by Council.

The bond is to be paid prior to release of keys

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.

Council accepts cash, EFTPOS, credit cards (service fee of 0.75%) and personal cheques (four (4) weeks prior to function), bank cheques and money orders made payable to Fairfield City Council. Payments are to be paid at Council's Administration Building, 86 Avoca Road, Wakeley.

# Forfeit of all or part of the bond if the Conditions of Hire are not complied with.

The hirer will be responsible for any cost that may be incurred as a consequence of the hirer's use of the Centre.

Additional costs will be deducted from the bond, additional costs will include but are not limited to:

- · Cleaning fee
- · Replacement of keys
- · Unauthorised use of fire equipment
- · Any security related matters (for e.g. call out or not alarming the building)
- · Any extra hours outside hire times as per hire agreement

If the total costs, including GST, exceed this amount, an account for the outstanding costs will be sent to the hirer.

#### **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 HIRE FEE only = HIRE FEE REFUNDED less ADMINISTRATION FEE
- Paid HIRE FEE & BOND = BOND & HIRE FEE REFUNDED less ADMINISTRATION FEE

### IF CANCELLED LESS THAN 4 WEEKS TO THE DATE OF FUNCTION:

- Paid HIRE FEE only = HIRE FEE WILL BE RETAINED
- Paid HIRE FEE & BOND = 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.

All hirers are to notify the Customer Service Team if there is any changes to the hire agreement form. NO CHANGES to event will be accepted after 4.30pm the Wednesday prior.

# **SECURITY - ALARMS AND KEYS**

It is the responsibility of the hirer to disarm the alarm system upon entering the building unless previous arrangements have been made with the Customer Service Centre. When leaving the building the hirer must ensure windows are shut, doors secured and the alarm is set.

During the period of hire, if the building/centre is left unattended, it must be locked and alarmed.

The hirer must ensure that all doors, windows and lights are turned off when leaving the centre. Any breach of security e.g. Building left unlocked or alarm not re-set will result in a fee payable to Fairfield City Council. The Customer Service Centre will provide all information on the alarm system.

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 the 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 Conditions of Hire are breached or if the key(s) are not collected during business hours.

The building must be vacated no later than agreed hire time (Max 1:00am). Hirers must leave the hall in a quiet and orderly manner. If the building is not vacated by agreed hire time a further fee may be levied.

- A refund within four (4) weeks after cessation of use with the keys & alarm code being returned on the next business day to the Administration Building.
- · A forfeit if keys are lost.
- A fee will be charged for the late return of keys, loss of alarm code or air con remote.

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

# SETTING UP

Setting up times are included as part of 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, you must contact Customer Service Team by 4.30pm the Wednesday prior to event.

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 charged.

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## **ALCOHOL**

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

On completion of the Hire Agreement and payment of the bond, those hirers wishing to consume alcohol on the premises will be issued with a Police Notification Regarding Alcohol on Premises (Alcohol Permit). This is to be completed and taken to the Licensing Sergeant at the nominated Police Station. Permit is issued free of charge.

A copy of the Police Notification Regarding Alcohol on Premises (Alcohol Permit) must be provided to Council prior to the date of the function. The hirer must have a copy of the permit at the event. Liquor IS NOT to be supplied to persons under the age of eighteen (18) years. No Liquor is to be sold on the premises. Local Police may attend your function to ensure compliance with the Liquor Act 2007.

# 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.

#### **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.

# FIRE REGULATIONS AND OBJECTIONAL MATERIALS

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 smoking or naked flames is permitted within facility.

Fireworks in the grounds are NOT permitted. No smoke machines or sparklers are allowed in the 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 barbeques, confetti, chewing gum or any other articles deemed by Council to be objectionable or the placing or throwing of inflammable items is prohibited.

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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 charged for this call out.

# **CLEANING AND REMOVAL OF GARBAGE**

Hirers are required to bring cleaning equipment including garbage bags, as limited equipment is provided.

Hirers must leave the areas as hired clean and tidy including:

- Hall (floors only to be swept, only mop liquid spillage 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 additional cleaning fees.

Quality Management System Version: 08 Date Effective: Oct 2022 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

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 invoice additional fees to hirer.

#### **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.

Casual Hire of Halls Application Template

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Fairfield City Community Centres & Halls	
After Hours Contact Number 02 9725 0222	Edensor Park Community Centre (M) 61 Allambie Road, Edensor Park NSW 2176 Air Conditioned
Bonnyrigg Community Centre (L)  Bonnyrigg Shopping Centre  100 Bonnyrigg Avenue, Bonnyrigg NSW 2177  No food trucks permitted	Fairfield Community Centre & Hall (L) 25 Barbara Street, Fairfield NSW 2165
Bonnyrigg Heights Hall (M)  46 Simpson Road, Bonnyrigg Heights NSW 2177 Entry off Chopin Close	Fairfield School of Arts 19 Harris Street, Fairfield NSW 2165 Note: No social functions
Bonnyrigg South Community Centre (M) 9-15 Gemalla Road, Bonnyrigg NSW 2177 Air Conditioned	Greenfield Park Community Centre (M)  17 Greenfield Road, Greenfield Park NSW 2176 Air Conditioned
Bonnyrigg Youth Centre 28 Bonnyrigg Avenue, Bonnyrigg NSW 2177 Note: No social functions	Horsley Park Hall (S) 1803 The Horsley Drive, Horsley Park NSW 2164
Bossley Park Community Centre (M)  28 Belfield Road, Bossley Park NSW 2176  Air Conditioned	Lansvale Community Hall (S) 20 Day Street, Lansvale NSW 2166
Brenan Park Community Centre (S) Bourke Street, Smithfield NSW 2164	Mt Pritchard Hall (S) 476 Cabramatta Road West, Mt Pritchard NSW 2170 Entry via Pritchard Street
Brian Wunsch Centre  126 Avoca Road, Wakeley NSW 2176  Air Conditioned  Note: No social functions	Prairiewood Youth Centre (L) 194- 222 Restwell Road, Prairiewood NSW 2176 Air Conditioned
Cabramatta Community Centre & Hall (M)  165 Railway Pde, Cabramatta NSW 2166  Cnr Railway Pde & McBurney Rd	Villawood Senior Citizens Centre (L) 11-15 Villawood Road, Villawood NSW 2163 Air Conditioned
Cabravale Senior Citizens Centre (S)  195 Railway Pde, Cabramatta NSW 2166 Entry via McBurney Rd Air Conditioned	Wetherill Park Community Centre & Hall (L) Stockland Shopping Centre, 561-583 Polding St, Wetherill Park NSW 2164 Paid parking applicable Air Conditioned - No food trucks permitted
Canley Heights Community Centre (M)  41 Peel Street, Canley Heights NSW 2166 Air Conditioned  Note: 10pm cut off time	Customer Service Centre Hours: 8:30am to 4:30pm 86 Avoca Road, WAKELEY NSW 2176 Call Centre Hours: 8:30am to 5:00pm Mailing Address: PO Box 21 FAIRFIELD NSW 1860 Website: fairfieldcity@nsw.gov.au Email Address: mail@fairfieldcity.nsw.gov.au Phone: 02 9725 0222 Fax: 02 9725 4249

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