

Conditions of Hire - Community Venues (not staffed)

Use with template Booking Confirmation/Special Conditions: 2020/260545 (June 2020)

Introduction

Thank you for booking a City of Sydney (**City**) community venue. The City aims to provide the local community with a variety of venues that are well maintained and accessible.

We ask that you read and understand these Conditions of Hire to ensure your use of our community venues runs smoothly, is safe and complies with the City's regulations.

1. Booking confirmation and Conditions of Hire

- (a) These Conditions of Hire will be incorporated in the Agreement. The City may vary these Conditions of Hire from time to time. A copy of the Conditions of Hire is available at the City office or published on the Website. The City will give notice of any proposed changes when an applicant makes a booking.
- (b) The City will cancel any tentative booking 3 weeks from the date of the Hirer's initial enquiry or tentative booking, unless the Hirer provides a signed copy of these Conditions of Hire and proof of insurance under clause 5.
- (c) The Hirer acknowledges that the City may vary the Conditions of Hire signed by the Hirer under clause 1(b) as set out in the Booking Confirmation and any Special Conditions.

2. Priority of access

- (a) The City retains the right to cancel or relocate Bookings at any time if facilities are required for the purpose of the City. In these instances, venue staff will endeavour to provide the Hirer with reasonable notice and offer an alternative venue where possible. In the event that the City is unable to offer a suitable alternative, all monies paid in respect of the cancelled function will be returned to the Hirer.
- (b) The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

3. Fees and charges

- (a) **Annual Schedule of Fee review** - The Council reviews the Schedule of Fees at the beginning of each financial year. If such review occurs prior to the Hirer entering into the Agreement, the City will apply the then current Hire Fees and Charges payable by the Hirer to reflect the rate applicable at the time of the relevant Booking Period.
- (b) **Fee concessions** - The City's Schedule of Fees includes reduced rates for self-help groups and not-for-profit organisations. Groups wishing to apply for further reductions must apply for a Venue Hire Support Grant prior to the first Start Date. The Hirer should note that processing of Venue Hire Support grants can take approximately 8 weeks. No Fee waiver or additional discount will be applied to Fees incurred until the grant has been approved. Grant approvals cannot be applied retrospectively.
- (c) **Payment of Fees** – The Hirer must pay all Hire Fees (and any deposit for the Hire Fees requested by the City), and the Charge to access the City's Community Engagement Liability Policy under clause 5(c) if applicable, prior to the Start Date of each Event as set out in the Details and the tax invoice issued by the City. Payment methods and payment terms are contained in the tax invoice. The Hirer must pay in full before details of how to access the Venue, including details of key collection, will be provided. If these Fees are not paid, the City will cancel the Booking.
- (d) **Bond** – the City reserves the right to ask for and retain a Bond to cover any expenses arising from the Hirer's use of the Venue, for example, if the Venue is damaged as a result of the Hirer's use. The Hirer must pay this Bond before the first Booking Period and the City will refund the Bond after the last Booking Period unless the City has claimed the Bond under the terms of the Agreement.
- (e) **Charges** – The City may impose a Charge on the Hirer in the following instances:
 - (i) the Hirer is late in vacating the Venue;
 - (ii) the Venue is accessed outside of the Booking Period;
 - (iii) the Hirer uses additional spaces within the Venue without the City's approval.These Charges will be calculated at the hourly Hire Fee rate for the Venue for each hour (or part of an hour) as applicable and will be invoiced to the Hirer after the relevant Booking Period.

- (f) **Changes to requirements** – Any changes to a Booking made by the Hirer within 7 days before the Start Date may incur additional Fees.
- (g) **GST** – unless otherwise stated, GST is included in amounts payable under clause 3 and is to be paid by the Hirer at the same time as paying the Hire Fee. No GST is payable on any bond payable under clause 3(d), although GST may be included in amounts recovered against the bond. Costs plus GST will be taken into account in calculating any refund due to the Hirer.
- (h) **Interest** – the City reserves the right to charge the Hirer interest, at a rate of 10 per cent per annum, on all monies outstanding to the City for any period in excess of 30 days of the payment due date.

4. Cancellations

- (i) The Hirer must advise the City in writing of any cancellation and the City may charge the Hirer a cancellation Fee as follows, which the Hirer must pay on demand by the City:

Notice of cancellation	Cancellation Fee
More than 4 weeks prior to Booking	\$0 – all Fees paid by Hirer are fully refunded
Less than 4 weeks prior to Booking	Hirer is liable for the full Hire Fee

5. Insurance

- (a) **Public liability insurance (PLI)** – The Hirer indemnifies the City against any claims for injury to persons or damage to property arising out of the Agreement and the Hirer must obtain and keep current during the Term a public risk insurance policy in the minimum amount of \$10,000,000 for any individual claim which may be made. If requested by the City, the policy must have a principal and cross liability clause and note the interest of the Council of the City of Sydney. The policy must be issued by an insurer acceptable to the City.
- (b) The Hirer must submit a certificate of currency to the City as required under clause 1(b) and prior to payment of the Hire Fees for the first Event. The City reserves the right to cancel a booking if the Hirer fails to comply with this clause 5.
- (c) Individuals and small community groups unable to secure public liability cover may be eligible to apply to the City for cover under the City's Community Engagement Liability Policy. A Fee for this cover will apply if the application is accepted. The Hirer must pay these Fees as set out in the Details before the City will confirm the first Booking and provide access to the Venue.

6. Access to the Venue

- (a) Access instructions, including details of alarm codes and key collection, will be sent to the Hirer the Tuesday prior to each Start Date, provided that all Fees associated with the Booking have been paid in full. It is the Hirer's responsibility to make arrangements for the safe pick-up and return of keys, where they are required.
- (b) Access to the Venue is strictly limited to the Booking Period. To enter the building outside of these hours may trip the Venue alarms. The City reserves the right to apply a Charge for costs incurred by any security call-out plus any additional Fees incurred under clause 3(e).
- (c) In the case of certain eligible bookings, a single pre-event site inspection can be arranged with the City's venue staff during business hours by appointment. Subsequent site inspections to the Venue will incur an additional Fee, and set out in the Details.
- (d) The City reserves the right to control the Venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).
- (e) The Hirer, or the Hirer's representative, must be in attendance before the advertised start of the Event Period and at the end of the Event Period.
- (f) **Lost property** – the Hirer or the Hirer's Employees must not enter the Venue after the Booking Period to collect any items left behind or "lost" property. The City of Sydney Security team will take any property found in the Venue to the Community Venues team. It will be retained for a period of up to 4 weeks or until claimed by the owner upon satisfactory proof of ownership. Any items remaining after a period of 4 weeks will be disposed of, or, if items of value, turned in to the Police.

7. Use of the Venue

(a) Permitted Use

- (i) The Hirer may use the Venue for the Permitted Use during each Booking Period and for no other purpose without the express prior written consent of the Area Manager Community Venues (or other authorised City delegate from time to time). The City does not warrant that the Venue is suitable for the Permitted Use.
- (ii) The Hirer is only permitted use of the exact area described and identified as the Venue in the Booking Confirmation.
- (iii) The Hirer is responsible at its cost for setting up and removing all equipment required at the Venue for the Permitted Use.
- (iv) City community venues are not available for dance parties under any circumstances.
- (v) Coming-of-age celebrations (parties for 12 – 25 year olds) are only permitted in Sydney Park Pavilion. Additional conditions for coming-of-age celebrations are set out in clause 12(b).

(b) **Facilities, equipment and services supplied by third parties** – The Hirer must seek the City's prior written approval for where any additional facilities, equipment and services are to be provided by third party suppliers for the Event. The Hirer must let the Community Venues team know when making a booking what facilities, equipment and services they wish to use during the time of their booking, and seek advice before confirming arrangements with the third party suppliers. Any additional conditions (and Fees) that may apply will be set out in the Details and the Special Conditions.

(c) **Additions or alterations** – The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of the Venue, unless approved by the Area Manager Community Venues in writing.

(d) Nails, screws, dux tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. The Hirer may use A-frames and temporarily fix signs inside the Venue with removal tape.

(e) If the Hirer moves venue furniture and fittings they must be returned to their original storage place. For safety reasons the Hirer is required to stack all furniture as per instructions displayed in storage areas.

(f) The Hirer is responsible for the whole area of the Venue as described and specified in the Booking Confirmation. The Hirer is liable for any damage to the Venue, its facilities and furnishings and equipment during each Booking Period. This includes the behaviour of all people (invited or not) accessing the Venue during each Booking Period.

(g) Children must be supervised at all times.

(h) No animals, except assistance animals, are permitted at the Venue or surrounding grounds.

(i) **Presentation standards** – the City retains the right to request the Hirer to remove any material which is considered by the City to be detrimental to its Venue presentation standards.

(j) The Hirer must reimburse the City as a debt due and payable on demand for all costs incurred by the City as a result of the Hirer not doing something under the Agreement that the Hirer is required to do.

8. Cleaning

(a) The Hirer must leave all hired areas of the Venue secured as instructed by the City, in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind, disposing of refuse in the rubbish bins provided, wiping down all benches and sinks, and sweeping floors if required to return the venue to a clean condition.

(b) If the Hirer does not comply with clause 8(a), the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the Venue.

9. Noise Controls

(a) Music sound levels must not cause annoyance to other occupants of the Venue or building or centre of which the Venue forms part. Any breach of noise regulations may result in the City taking action under the Protection of the Environment Operations Act 1997 (NSW).

(b) The Hirer must immediately comply with any request from the Area Manager Community Venues or nominated City officer to reduce sound levels.

(c) All music is to cease at least 30 minutes prior to the end of the Event Period.

(d) Hirers are reminded that most venues are in residential areas and consideration should be taken to keep noise to a minimum.

- (e) The Hirer will be advised of additional conditions relating to noise at the time of making the Booking, and must adhere to these requirements during each Booking Period, as set out in the Special Conditions.

10. Smoking

Smoking is not permitted at the Venue or any City of Sydney premises.

11. Liquor licence

- (a) If liquor is to be sold, supplied or consumed at the Venue the Hirer must obtain the City's prior written consent to confirm the Booking.
- (b) The Hirer may only sell or supply liquor at the Venue if the Hirer complies with and, if necessary, obtains the relevant approvals and liquor licence (**Licence**) required under the Liquor Act 2007 (**Liquor Act**). Copies of relevant approvals and the Licence must be provided to the City at least 14 days prior to the Event. No kegs or similar bulk containers are permitted and liquor sales must cease 30 minutes prior to the end of the Event Period.
- (c) A copy of the Licence must be prominently displayed at the Venue for the duration of the Event.
- (d) No alcohol is to be consumed outside the Venue.
- (e) The Hirer may display the compulsory signage required under the Liquor Act but must not promote alcohol or tobacco products at the Venue.
- (f) The sale or supply to and or consumption of alcohol by minors at the Venue is prohibited and will result in Police action.

12. Security

- (a) The City reserves the right to request that the Hirer provides security personnel for the Event. This will be based on a risk assessment carried out by the Community Venues team to determine whether security is required for the Event. The Hirer will be advised in writing if security is deemed necessary.
- (b) All coming-of-age celebrations (parties for 12 – 25 year olds) will be required to:
 - (i) provide their own security personnel. This will usually be 2 security guards per 100 guests;
 - (ii) contact the local police to register their party and complete a police registration form (refer https://www.police.nsw.gov.au/online_services/party_safety/party_registration for further information).
- (c) In exceptional circumstances, a request can be made to the Area Manager Community Venues, who will consult with City of Sydney Security, for certain functions to be excluded from the requirement to provide security. These requests should be made in writing, and a response will be provided within 10 working days.
- (d) The employment of security personnel is the responsibility of the Hirer and is at the Hirer's expense. The Hirer will be required to show evidence that they have hired security personnel before their Booking will be confirmed.
- (e) The Hirer must ensure that a responsible person remains after the completion of the Event whilst patrons vacate the Venue.
- (f) The Special Conditions will include any requirements for the Hirer under this clause 12.

13. Copyright

The Hirer must observe the provisions of the Copyright Act 1968 (Cth) and will indemnify the City and free it of any obligation in respect to this Act for any actions of the Hirer under the Agreement.

14. Indemnity

The Hirer will indemnify and keep the City indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the City by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or at the Venue except to the extent that such loss, injury or damage is caused by the negligence of the City, its servants and agents.

15. Use of Electronic and Multi Media

- (a) The Hirer must inform the Community Venues team of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Venue. In such cases, the Hirer may be required to complete a City of Sydney Location Agreement before the booking will be confirmed.

- (b) The Hirer must pay all costs resulting from such activities as determined by the Chief Executive Officer, and must include in any television, video, film, broadcast or sound recording such material and information as may be required by the Chief Executive Officer.

16. Catering

- (a) The Hirer can either self-cater or hire their own caterers. The Hirer must provide a copy of a current Certificate of Currency for their caterer and measures for compliance with the requirements under clause 11, including a copy of the caterer's liquor licence, if the Hirer uses a caterer.
- (b) For the safety and health of people attending the Event it is recommended:
 - (i) where the Hirer is self-catering, the Hirer must be aware of and comply with the health guidelines for safe preparation, handling and serving of food at functions, as outlined in the City's information sheets located at <https://www.cityofsydney.nsw.gov.au/business/doing-business-with-us/regulations/food-and-drink-businesses/safety-and-hygiene>.
 - (ii) The Hirer must ensure any third party caterer is registered and follows NSW Health and NSW Food Authority requirements.
- (c) The Hirer must organise all of their own catering equipment, including their own tablecloths, crockery and cutlery.
- (d) The kitchen must be left in a clean and tidy condition at the conclusion of the hiring, or the Hirer will be held responsible for the costs of cleaning. (See clause 8).

17. Advertising

- (a) The Hirer must not place advertisements of any description or kind on any section or part of the Venue or the grounds, unless authorised by the venue manager (or authorised under the Agreement).
- (b) If the Hirer advertises the Event, it must be in accordance with the Event and Permitted Use stated on the Booking Confirmation.

18. Safety

- (a) The Hirer should familiarise themselves with emergency evacuation procedures, which are clearly displayed inside all Community Venues for Hire, prior to accessing the Venue for each Booking Period.
- (b) Community venues are not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times during each Booking Period.
- (c) In the case of an emergency or fire, the Venue must be evacuated according to the evacuation chart clearly visible on the walls of the Venue.
- (d) The Hirer must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.
- (e) Use of dangerous goods – The Hirer must not bring or permit any smoke machine, flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in a community venue. In exceptional circumstances, permission can be sought, in writing, from the Area Manager Community Venues, to use smoke or similar as part of a booking, for cultural purposes. In all cases, the Area Manager Community Venues will consult with City's Security, Properties and Facilities management teams before informing the Hirer if the use of smoke or other dangerous goods is permitted for the Event, on the terms set out in the Special Conditions.

19. Parking

- (a) City's venues do not have on-site parking for Hirers or their guests. Please advise guests that parking restrictions apply in the surrounding streets and where possible encourage the use of public transport.
- (b) The Hirer is not permitted to park any vehicle on driveways or footpaths near or around the Venue.

20. Regulations

- (a) The Hirer must comply with all legal requirements relating to the Permitted Use at the Venue, including obtaining any necessary approvals, working with children checks or licences required in relation to the Permitted Use. The Hirer must immediately report any incidents at the Venue during a Booking Period where reporting obligations to a government authority are required in relation to such approvals, checks or licences.

- (b) The Hirer's Employees must comply with the provisions of the Agreement, and the Hirer agrees to accept responsibility for any failure on the part of the Hirer's agents, employees, contractors, guests and invitees to observe and comply with these provisions.
- (c) The Hirer must (and must ensure the Hirer's Employees) while at the Venue and the City's premises comply with the City's Work Health and Safety Policy. A copy of this Policy is available on the Website. A copy can also be provided by the Community Venues team upon request. The Hirer acknowledges that during each Booking Period the Hirer has the control and management of the Venue and the activities conducted at the Venue. The Hirer must comply with any particular requirements in the pre-hire checklist provided to the Hirer by the City.

21. Conditions of contract

- (a) **Prohibition of assignment** – The Hirer must not transfer, assign, sub-let or sub-hire its rights under the Agreement. To do so will render the Booking cancelled and full cancellation Fees will apply.
- (b) **Serving of notices** – Any notice required by a party under the Agreement may be sent to the email address set out on the Booking Confirmation (or other email address notified during the Term). A notice sent by email is deemed to be given at the date and time the sender's email server confirms the successful delivery of the email to the other party (and the sender must retain evidence of that successful delivery to the other party).
- (c) **Dispute** – Any dispute arising between the Hirer and the City will first be referred to the City's representative noted on the Booking Confirmation. If the dispute is not resolved within 10 business days then the dispute will be referred to the Chief Executive Officer whose decision on the matter will be final and conclusive.
- (d) The Hirer, if a person, must be 18 years or older.
- (e) **Variation of Agreement** - The Agreement may only be varied by the parties by agreement in writing.
- (f) **GIPA Act** – the Hirer acknowledges that details of the Agreement may be required under the *Government Information (Public Access) Act 2009 (NSW)* and the Hirer agrees to provide any necessary information where required.
- (g) **General**
 - (i) The Agreement will be governed by and construed in accordance with the laws of New South Wales.
 - (ii) The Agreement constitutes the entire agreement between the parties in respect of the subject matter and supersedes all prior agreements or representations.
 - (iii) The Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.
 - (iv) No term of the Agreement is to be construed, or to operate, so as to fetter, restrict or otherwise interfere with the exercise of the City's powers under the *Local Government Act 1993* or other Act.

22. Emergency contacts

- (a) In an emergency call 000 for the police or fire brigade.
- (b) Community Venues for hire are unstaffed venues, therefore there is no on site contact, and no caretaker to assist during each Booking Period. For access and maintenance issues, contact the City's after hours emergency number 02 9265 9333.

23. Definitions

In the Agreement unless otherwise stated:

Agreement means the venue hire agreement between the Hirer and the City for hire of the Venue for the Permitted Use, being the Booking Confirmation, Special Conditions, these Conditions of Hire and any attached schedules or annexures.

Bond means the amount stated as the bond in the Details, if any.

Booking means the acceptance of the Hirer's request for booking the Venue, subject to the parties entering into the Agreement.

Booking Confirmation means that part of the Agreement containing the Booking Confirmation.

Booking Period means each booking period stated in the Details for each Event including the Event Period.

Charges means the amounts, if any, stated in the Details.

City means the party named as the City in the Details and includes, where applicable, its employees, contractors, agents, volunteers and invitees.

Conditions of Hire means the terms and conditions set out in this document, as amended from time to time and attached to the Booking Confirmation.

Details means the details section of the Booking Confirmation

End Time means the time stated in the Details that each Booking Period ends, unless terminated earlier under the Agreement.

Event means each event held by the Hirer at the Venue for the Permitted Use.

Event Period means the period of each Event held during each Booking Period stated in the Details.

Fee means, as the context permits, the Hire Fee, the Charges and any other amount payable under the Schedule of Fees or the Agreement.

Hirer means the person named as the hirer in the Details and includes, where applicable, its employees, volunteers, contractors, agents and invitees.

Hirer's Employees means the Hirer's employees, contractors and agents and all persons engaged or employed by the Hirer in connection with the Event at the Venue, including volunteers and invitees.

Hire Fee means the fee stated in the Details.

Permitted Use means the permitted use of the Venue stated in the Details.

Schedule of Fees means the fees and charges set out in the City's Fees and Charges Revenue Policy as amended from time to time and available on the Website.

Special Conditions means the special conditions, if any, included in the Booking Confirmation.

Start Time means the time stated in the Details that each Booking Period starts.

Term means the term of the Agreement, starting on the date of the Agreement and ending at the end of the last Booking Period, unless terminated earlier under the Agreement.

Venue means the venue stated in the Details.

Website means www.cityofsydney.nsw.gov.au

24. Special Conditions

The Hirer must comply with the Special Conditions, if any, set out in Annexure A of the Booking Confirmation.
