

## **CONDITIONS OF HIRE**

### **JUANITA NIELSEN COMMUNITY CENTRE**

## **Introduction**

Thank you for booking the Juanita Nielsen Community Centre.

We ask that you read and understand the following conditions of hire to ensure your use of our venue is smooth running, safe and compliant with the City's regulations.

### **1. Priority of Access**

The City of Sydney retains the right to cancel or re-locate bookings at any time if the facility is required for the purpose of the City of Sydney. In these instances, staff will endeavor to provide the affected parties with due notice and offer an alternative venue where possible. In the event that Council is unable to offer a suitable alternative all monies paid in respect of the cancelled function will be returned to the Hirer. The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

### **2. Fees and Charges**

- a. The Council reviews all fees and charges at the beginning of each financial year. If such review occurs during the term of this agreement, the Council may increase the fees and charges payable by the hirer to reflect the rate applicable at the time of the function.
- b. The schedule of fees includes reduced rates for self-help groups and not for profit organizations. Groups wishing to apply for further reductions must submit an application under the Reduced Rates Community Venues Program at the time of booking.
- c. Payment for all hire fees and charges must be received prior to the event date. Special Event bookings (i.e. weddings, birthday parties, etc.) require a 50% deposit 14 days prior to the event to secure the booking.
- d. Security/Cleaning charges -If the Council incur any expenses as a result of 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 promptly reimburse the Council for such expenses upon receipt of an invoice.
- e. Penalties - The hirer will be charged extra time in whole hourly lots in the following instances:
  - i) The hirer is late in vacating the premises
  - ii) The premises are accessed outside of the hired hours
  - iii) Unauthorized use of additional spaces within the venue.
- f. Changes to Requirements - Any changes to a booking made by the hirer within 7 days of the booking may incur an additional fee.
- g. Taxes & duties - The hirer must pay all taxes, duties and government charges imposed or levied in connection with this agreement
- h. GST is included in the hourly rates and is to be paid by the hirer. Costs plus GST will be taken into account in calculating any refund due to the hirer.
- i. Interest - Council reserves the right to charge interest, at a rate of 10% per annum, on all moneys outstanding to the Council for any period in excess of thirty (30) days of the payment due date.

### **3. Cancellations**

- a. In the event of a cancellation by the hirer, a fee may be forfeited by the hirer as follows;

i) More than 1 week prior to the booking = \$0 and all fees paid will by hirer will be refunded (refunds normally take 4-6 weeks).

ii) Less than 24 hours prior to event = Hirer is liable for full cost of security guard and/or additional staffing costs.

b. All cancellations are to be confirmed in writing by the hirer.

#### **4. Insurance**

a. Public Liability Insurance (PLI) - The Council shall be indemnified against any claims for injury to persons or damage to property arising out of this hiring and such indemnity shall be expressed in the form of a public risk insurance policy in the minimum amount of \$10,000,000 for any individual claim which may be made and be issued by an insurer licensed by the Australian Prudential Regulatory Authority to carry on insurance in Australia or with an investment grade rating from an industry recognized rating agency such as Moodies, Standard & Poors or Bests.

b. A Certificate of Currency be must submitted at the time the booking confirmation is made. Council reserves the right to cancel a booking if the hirer fails to comply with "4a" above.

c. Individuals and small community groups unable to secure liability cover may apply to Council for cover under the City's Hirer's Liability policy. A fee for this cover will apply if the application is accepted.

#### **5. Access to the Venue**

a. Access to the venue is strictly limited to the booked hours. Please present at reception on day of booking to sign in and confirm booking arrangements with JNC Centre staff.

b. Pre-event site visits can be arranged with staff during business hours by appointment.

c. Council reserves the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).

d. The Hirer, or his representative, must be in attendance before the advertised event starting time.

e. Lost Property -property found in the Centre will be retained by the staff for up to 2 weeks until claimed by the owner upon satisfactory proof of ownership.

#### **6. Use of the Venue**

a. City of Sydney Community venues are not available for dance parties or coming of age celebrations.

b. The venue is only available from the commencement time stated on the hiring agreement. Hirers must allow for set-up/bump-in, pack up/bump-out and cleaning in the hire period stated on the agreement. Use beyond the agreed period of hire will be charged at the standard rate.

c. The issue of all tickets of admission relating to a performance or use covered by this Agreement shall be sighted and approved by the Centre Manager.

d. Additions or Alterations - The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of Council Venues, unless approved by the Centre Manager in writing.

e. Nails, screws, dux tape or any fastenings (including Blue-Tac, sticky tape, etc.) must not be driven into or attached in any way to walls, floors, furniture or fittings.

- f. If hirer moves venue furniture and fittings in the spaces booked, 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. No furniture is to be moved from common areas.
- g. The hirer is responsible for the whole area as booked and specified on the hire agreement. The hirer is liable for any damage to the venue space being booked, its facilities and furnishings etc. during booked hours. This includes the behavior of all people invited, accessing the venue during the hire period.
- h. Children must be supervised at all times.
- i. No animals, except Service Animals, are permitted on the premises or surrounding grounds.
- j. The premises are only to be used for the purposes described in the Hiring agreement issued by Council in respect of the booking made.
- k. Presentation Standards - Council retains the right to request the hirer to remove any material which is considered by Council to be detrimental to City of Sydney venues presentation standards.

#### **7. Cleaning**

- a. It is the hirer's responsibility to leave all hired areas included in this agreement in a clean and tidy condition, removing all personal items and sweeping floors if required to return the premises to a clean condition. Otherwise the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the premises as a result of the premises being left in an untidy condition.
- b. Should exterior waste bins be full the hirer is responsible for removing their waste or any overflow from the centre, or could be invoiced further costs after the event.

#### **8. Noise Controls**

- a. Music sound levels must not cause annoyance to occupants of neighboring properties. Any breach of noise regulations may result in Council taking action under the Protection of the Environment Operations Act 1997 (NSW).
- b. Any request from the Centre Manager or nominated Council Officer to reduce sound levels shall be complied with immediately.
- c. Hirers are reminded that most venues are in residential areas and consideration should be taken to keep noise to a minimum.

#### **9. Smoking**

Smoking is not permitted on any Council premises and within 4 metres of a public entrance.

#### **10. Alcohol**

- a. The serving and consumption of alcohol **is not** permitted anywhere in the centre.

#### **11. Security**

- a. A risk assessment will be carried out by Centre management to determine whether security is required for the event and advised in writing if deemed necessary.
- b. The employment of security personnel is at the Hirers' expense and will be arranged by the City.

- c. In addition the hirer may be required to contact the local police for a "No Regrets Safe Party Pak" which includes a police registration form.
- d. The Hirer shall ensure that a responsible person, remains after the completion of the function whilst patrons vacate the premises.

#### **12. Copyright**

- a. Hirers are to observe the provisions of the Copyright Act and to indemnify Council and free it of any obligation in respect to this Act.

#### **13. Indemnity**

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

#### **14. Use of Electronic and Multi Media**

- a. The Hirer shall inform the Centre Manager of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Centre.

#### **15. Catering**

- a. Hirers can either self-cater or can hire a catering service.
- b. For the safety and health of people attending the event it is recommended:
  - i) Self caterers be aware of the health guidelines for safe preparation, handling and serving of food at functions as per the temporary food license guidelines set by the City. (Centre manager can help with this information)
  - ii) The hirer ensure their caterer is registered and follows the NSW Health guidelines.
- c. Hirers need to organize all of their own catering equipment, this includes their own tablecloths, crockery and cutlery, unless otherwise agreement is made by Centre Manager.
- d. The kitchen must be left in a clean and tidy condition at the conclusion of the hiring, or the hirer shall be held responsible for the costs of cleaning (see 6).

#### **16. Advertising**

- a. No advertising of any description or kind will be permitted on any section or part of the Centre or the grounds, unless authorized by the Centre Manager.
- b. If the function is advertised, it must be in accordance with the type of function stated on the hire agreement.

#### **17. Safety**

- a. The Centre Manager and staff will ensure you are familiar with emergency evacuation procedures.
- b. The Centre is equipped with emergency first aid kits and auto defibrillation device.
- 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. The evacuation assembly area is up the street, opposite the Tilbury Hotel.

- d. All exits shall be maintained clear and open for egress or ingress without hindrance at all times. Blocking a fire exit is unlawful.
- e. Use of Dangerous Goods - The Hirer will not bring or permit any 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 except with the express written consent of the Director of City Life.

#### **18. Parking**

- a. Most of the City's venues do not have on-site parking for hirers. 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.

#### **19. Regulations**

- a. The hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.
- b. Hirer's Employees and Agents -all persons engaged or employed by the Hirer in connection with the Venue shall comply with the provisions of this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his agents, employees, contractors, guests and invitees to observe and comply with these provisions.
- c. All hirers, their agents, employees and contractors must comply with the Council's Work, Health & Safety policy while on Council's premises. A copy of the Work, Health & Safety policy can be obtained from Council's website: [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au) a copy can also be provided by Centre management.

#### **20. Conditions of Contract**

- a. Prohibition of Assignment - The Hirer shall not transfer, assign, sub-let or sub-hire his rights under this agreement. To do so will render the booking cancelled and full cancellation fees will apply.
- b. Serving of Notices - Any notice will be given to the parties at the address set out at the front of this contract. A notice sent by post will be deemed to be given or served at the time when it ought to have been delivered in the ordinary course of post.
- c. Dispute - Any dispute arising between the Hirer and any employee of Council shall be referred to the Chief Executive Officer whose decision on the matter shall be final and conclusive.
- d. The hirer must be 18 years or older.

#### **21. Emergency Contacts**

**In an emergency call 000 (triple zero) for the police or fire brigade.**