

TERMS AND CONDITIONS OF HIRE - COUNCIL FACILITIES

1. General Health and Wellbeing

Hirers of Council facilities are required to follow the current NSW Government Public Health Orders.

- If you are feeling unwell, for any reason, please think of other users and do not enter the premises.
- Follow the current rules about gatherings, [self-isolation and quarantine](#).
- Practice good hand hygiene and social distancing.

2. Application

Applications for the hire of council facilities are made via Council's online booking system - Bookable. The person making the booking is the hirer and is person responsible for the booking and the payment of fees. Booking requests need to be submitted at least 10 days prior to the booking date. The hirer must be **over 18 years of age** and they must be on the premises during the hire period.

3. Hire Period

Each booking needs to include any set up, pack up and cleaning times. Access to the venue before or after your hire period is not permitted unless prior arrangements have been made with Council.

4. Booking process

Regular hire – Individuals and organisations that require regular or ongoing bookings can create an account in Bookable where they can add to and manage their hire. Bookings are taken on an annual basis, for a 12-month block, for the upcoming calendar year. Regular hirers are required to comply with the public liability insurance requirements as noted during the application process.

Casual hire – individuals or organisations can make a one-off booking but will need to register an account.

5. Casual Hire - Payment of Hire Fee

Full payment is required at the time of booking. The hire fee will be charged in accordance with Council's annual Fees and Charges. Council may set out special conditions and hire fees for any activities or functions not covered in the current Fees and Charges.

Contactless payment is preferred, cheque or cash is accepted. (1% merchant fee will apply on credit cards).

6. Cancellations by Hirer

Cancellations made with less than 10 days' notice prior to a hire may incur a cancellation fee. Hire fees are not refundable within 48 hours of the booking date and if a cancellation is made after the hire period or date.

7. Cancellation by Council

Council reserves the right to refuse any booking or cancel any booking already made for whatever reason. Any monies paid will be fully refunded. Council will not be liable for any loss or other consequence of the exercise of any right stated within these terms and conditions.

8. Bond

Council may require a bond to be paid for the use of the venue at least one month prior to a function. Council will inspect the venue after the function. If the venue has been left in a satisfactory condition, Council will refund the bond to you within 3 weeks after the function. Any costs incurred for additional

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cleaning or repairs to be carried out as a result from your function, will be deducted from the bond.

9. No Smoking

Council has a no Smoking Policy which applies to all facilities and venues.

10. Damage

Each hirer is responsible for any damage caused to the venue or any fixtures, furniture or equipment excluding reasonable wear and tear. Any damage will be repaired by Council at your cost and any other expenses incurred will be deducted from the bond. We recommend you take photos of any damage you notice prior to your event and send to the booking office.

11. Cleaning

Hirers are to ensure the venue is left in a clean and tidy condition. Hirers are required to:

- Wash exposed surfaces with detergent and water and wipe down with disinfectant prior to and after your activities take place.
- Provide your own commodities such as sanitising and cleaning materials, garbage bags, coffee, tea, milk, etc.
- Return furniture and equipment to their storage location and away from entrances and cupboard doors.
- Place rubbish from internal bins into sealed bags and removed from the venue. Sweep, vacuum or/and mop floors.
- If the kitchen/kitchenette is used, any appliances must be cleaned. All crockery and cutlery must be washed and put away in cupboards. Benches and sink must be cleaned and left clear.

- Toilets are to be left clean & tidy.
- Supply your own cleaning products and equipment.

12. Decorations

The use of confetti or fireworks is prohibited. Do not affix any decorations to walls, floors, or ceiling of the venue with nails, screws or hooks. All decorations must be removed after the function. Helium balloons must not interfere with the ceiling fans and light fixtures. Smoke machines must not interfere with fire alarm detectors. Cleaning costs will be deducted from your bond if the terms and conditions are not adhered to.

13. Liability

For the duration of the hire period, the facility will be under your physical and legal control. It is the responsibility of the hirer to inspect and approve the booked facility as being safe to use for your activity. If you consider it unsafe, do not use it and notify council of the problem straight away. If you use the facility it will be deemed to be an acknowledgment that the facility is fit and proper for your use and you accept that all liability associated with the use shall rest with you including all costs associated with loss or damage because of the hire.

14. Insurance and Indemnity

Unless you are covered under Council's Casual or Regular Hire Public Liability Policy, ***you must obtain and maintain Public Liability Insurance cover of \$20 million. This Policy MUST name Council as an interested party and be submitted with your application for hire.*** You can upload your Certificate of currency when you register for your bookable

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account. People who are eligible to be covered under Council's Casual or Regular Hire Public Liability Policy are as follows.

- A Casual Hirer is any person or group of persons (not being a sporting body, club, association, corporation, or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or twelve times per calendar year.
- A Regular Hirer (for insurance purposes only) means any person or group of persons (not being a sporting body, club, association, corporation, or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, more than 26 occasions in any given calendar year.

The cover is subject to the terms, conditions, limits, deductibles, and exclusions of the policy.

If a claim is made under Councils Casual and Regular Hirers Policy, the hirer will be required to pay the policy excess of \$2,000.

15. Alcohol

Alcohol may be consumed on the premises without a liquor licence provided it is not sold. If you intend to sell alcohol, including the purchase of pre-paid tickets to a function, a liquor licence permit must be obtained from the [Liquor & Gaming NSW](#). A copy of the permit is to be forwarded to Council at least 10 days prior to your hire. Council supports a no glass policy for functions at sporting venues.

The hirer is responsible for:

- meeting all requirements of responsible serving of alcohol.
- the conduct of any visitors either invited or uninvited whilst under their hire.

16. Keys

Collection of keys, security codes and instructions will be advised by the Bookings Officer. Keys will not be issued unless full payment has been made. Access to the hire venue is limited to the hire period unless prior arrangements have been made with Council. It is against the law to make copies of any keys that Council issue to the hirer.

Lost keys are to be replaced at the expense of the hirer.

17. Sale of Goods

The sale of goods is not permitted at Council's halls, centers or function rooms except if they are being sold at charitable events, fairs, markets or at a pre-approved event. No gambling, game of chance or illegal activities are to be carried out in Council facilities.

18. Use of Commercial Music

Council facilities are not licensed to play commercial music for functions or activities. Each hirer is required to review the [licensing options](#) and/or seek to play non-licensed music.

19. Amplified sound and offensive noise

Approval from Council is required prior to using a PA or amplified system at certain venues. Activities must always meet the requirements of the POEO (Noise Control) Regulations. Attendees are to leave the premises quietly without disturbing the

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surrounding residents. Functions must end by midnight. A deduction will be made to the bond if a breach is reported to council.

20. Safety

Hirers are responsible for the safety of people attending their activity or event. Be aware of all fire exits and fire extinguishers and keep them clear. Follow the evacuation procedures for the venue. Have a first aid kit available for the duration of the hire. Any incident or accident at the venue must be reported to Council.

21. Security

If Council determines your function as high-risk, it is compulsory for you to register your function online [Register My Party – NSW Police](#) and hire a licensed security firm at your own cost. Proof of your online registration and security arrangements must be presented to council at least 14 days prior to your function.

22. Sub Letting

The subletting of the venue or assigning of your rights as a hirer to any other organisation or person without Council's prior consent is prohibited.

23. Charitable activities

Community groups seeking the community rate are to provide documentation that proves the organisation's not for profit status. One of the following documents is required:

- copy of the Certificate of Incorporation from the Department of Fair Trading, or
- An authority to fundraise from the Department of Fair Gaming and Racing or

- Income Tax Exempt charity statement from the Australian Tax Office.

Additionally, a letter explaining how your function/event will benefit the community of Eurobodalla must accompany your application.

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24. Regular Hirers

A regular hirer is any person or group of persons who hires a council facility for non-commercial or non-profit making purpose for more than 26 occasions in any given calendar year. Regular hirers must renew their application and provide evidence of current public liability insurance on an annual basis or on request of the Booking Office.