

TERMS AND CONDITIONS OF HIRE - COUNCIL FACILITIES

1. Hirers Health and Wellbeing

Individuals and organisations that hire Council facilities are required to follow the current NSW Government Public Health Orders. There are no current NSW Public Health Orders in place, however, please think of others.

- If you are feeling unwell, for any reason, do not enter the premises.
- Practice good hand hygiene and social distancing.

2. Hire applications

Applications for the hire of Council facilities are made via Council's online booking system. The person making the booking is the hirer and is the person responsible for the activities associated with 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 time for set up, pack-up and cleaning. Access to the venue before or after your hire period is not permitted unless prior arrangements have been made with Council. Most venues have an hour rate and a day rate.

4. Hire fees

Hire fees are charged in accordance with Council's annual Fees and Charges which are published on our webpage. Council may apply special conditions and hire fees for any activity that is not covered in the current fees and charges.

Each confirmed booking generates an invoice for payment. Payment of fees is processed through the online system using a credit card or B Pay. Council can also accept cash payments at any Council service centre on receipt of an invoice.

5. Regular hire

A regular hirer is an individual or organisation that regularly books a Council venue over time. Regular hirers pay monthly in arrears. Council confirms the status of regular hirers on application.

A discount on hire is applied where a venue is booked more than 10 occasions in a single booking.

6. Casual Hire

Casual hire is applicable to individuals and organisations that make one-off or casual bookings. Casual hire requires full payment at the time of booking.

7. 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.

8. Cancellation by Council

Council reserves the right to refuse any booking or cancel any booking already made. 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.

9. Bond

Council may require a bond to be paid for the use of the venue at least one month prior to a hire. Council will inspect the venue after the hire event. If the venue has been left in a satisfactory condition, Council will refund the bond to you within 3 weeks. If the venue has not been left in a satisfactory condition, Council will arrange for cleaning and charges will be deducted from the bond.

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 the hirers expense and any other expenses incurred will be deducted from the bond. We recommend you take before and after photos of the venue and any damage or uncleanliness before and send them to the booking office to support your bond claim.

11. No Smoking

Under NSW Health guidelines smoking, including vaping are not permitted in any Council venue.

12. Cleaning

It is a condition of hire to ensure the venue is left clean and tidy. Whilst each facility has basic cleaning

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equipment on site, it is the responsibility of each hirer to ensure they have the equipment on hand to adequately clean the space/s they have used. On completion of your hire, all hirers are required to:

- Wash all surfaces with detergent and water and wipe down with disinfectant prior to and after your hire.
- Return furniture and equipment to their storage location and away from entrances and cupboard doors.
- Place rubbish from internal bins into sealed bags and remove them from the venue. Sweep, vacuum or/and mop floors.
- Clean any kitchen appliances that have been used. All crockery and cutlery must be washed and put away in cupboards. Benches and sink must be cleaned and left clear. Dishwashers need to be emptied.
- Toilets are to left clean & tidy.

13. Decorations

The use of confetti or fireworks is prohibited. Do not fix 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 are not allowed. Cleaning costs will be deducted from your bond if the terms and conditions to remove items are not followed.

14. Liability

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

15. Insurance and Indemnity

Council's Casual or Regular Hire Public Liability Policy covers all casual or regular hire events for all hirers other than sporting bodies/ clubs/

associations/corporations, or incorporated bodies, who hire a Council venue for non-commercial or non-profit making purposes.

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.

For hire not covered under Council's Casual or Regular Hire Public Liability Policy, ***the hirer 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 account.

16. Alcohol

The consumption of alcohol at a Council venue is permitted 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 events and activities 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.

17. Keys

Collection of keys, security codes and instructions will be advised by the Booking Office. Keys will not be issued unless full payment has been received, unless the hire is regular. Access to the 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 council key.

Lost or unreturned keys are replaced at the expense of the hirer.

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18. Sale of Goods

The sale of goods is not permitted within Council's venues 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 venues.

19. Use of Commercial Music

Council venues 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.

20. 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 surrounding residents. Activities and events must end by midnight. A deduction will be made to the bond if a breach is reported to Council.

21. 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.

22. Security

If Council determine that your activity or event is high-risk, it is compulsory for you to register your events 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 sent to Council at least 14 days prior to your function.

23. 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.

24. Charitable activities

Community groups and not-for-profit organisations receive a 20 % discount on hire on proof of the organisation's charitable or not for profit status. One of the following documents is required:

- registration with the Australian Charities and Not-for-profits Commission, or
- copy of a Certificate of Incorporation from the Department of Fair Trading, that proves tax status, 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 activity or event will benefit the community of Eurobodalla may be requested at the time of application.

Council reserves the right to update these terms and conditions at any time. These terms and conditions of hire are applicable for all hire events from 1 July 2023.