

Standard Terms and Conditions for Hire of Council Halls and Meeting Rooms

It is Agreed:

APPLICANT DETAILS

1. Age

The Applicant who is responsible for completing, signing and submitting the Application, and who is responsible for the payment of fees and any other charges arising from this Agreement warrants that:

- (i) they are over the age of eighteen (18) years; and
- (ii) all of the details provided in the Application are correct, and that evidence will be provided to the Council if requested by a Council Officer to verify the identity of the Evidence may include Passport, Driver's Licence, or another form of appropriate photo identification.

WHAT AM I HIRING, WHAT FOR and WHEN?

2. The Premises

The Council agrees to hire to You the Premises, in accordance with Our Agreement. By signing and submitting the Application Form, you have agreed to accept these Terms and Conditions of Hire and Our Agreement for the hire of the Premises.

3. Permitted Use

You may use the Premises only for the Permitted Use during the Term and Operating Hours. You must comply with all laws and requirements of any relevant authority regulating the Permitted Use of the Premises including obtaining (and where relevant maintaining) any required consent(s), approval(s) or license(s).

4. Term

The term of Our Agreement will be for the period referred to as the Term, commencing on the Commencement Date and terminating on the Terminating Date.

5. Operating Hours

You may use the Premises only during the Operating Hours, and the Premises are not available for hire beyond the hour of 11.00pm nor on Sunday evenings except with the express permission of Council.

WHAT DOES IT COST?

6. Fees & Charges

Hire Fee

You must pay to Council, without deduction or set-off, the Hire Fee (as adjusted) and the Security Deposit, in advance, in cleared funds by the Due Date. The Hire Fee is charged according to Council's adopted *'Current Fees and Charges'*.

GST

You must also pay to Council at the same time as the Hire Fee and any other payments that are payable under Our Agreement any GST payable or collectable by Council as a result of the imposition on you of the obligation to pay a Hire Fee or any other charge.

Other Charges

Where the hire of the Premises is a **Casual Booking**, Council takes responsibility for all building insurances and public liability insurance.

Where the hire of the Premises is a **Permanent Booking**, Council will pay for all building insurances and you must observe the requirements of **clause 16**.

Council is solely responsible for the cost of any repairs to the Premises unless such repairs are made necessary by Your use of the Premises or any act, neglect or default by you, in which case such repairs must be paid by you and if such repairs are paid for by Council such payment may be recovered from you as a liquidated sum payable on demand. You acknowledge that Council takes no responsibility for any items of equipment or chattels left at the Premises.

YOUR RIGHTS

7. Use of Premises for Permitted Use

You are entitled to use the Premises for the Permitted Use without undue interference subject to observing your obligations under Our Agreement.

8. Advertising

You may advertise for functions or activities to be held in the Premises provided you do so in accordance with all applicable laws and or Council policies.

9. Cancellations

Cancellations

You are entitled to cancel or alter any booking arrangements for the hire of the Premises provided your request is in writing and subject to the following conditions:

- (iii) Where (2) two weeks or more notice is given, there will be no charge.
- (iv) Where less than (2) two weeks' notice is given, the Hire Fee for the booking will be charged in full or You have the option of selecting an alternative day or Premises.

Council reserves the right to:

- (v) Cancel any booking with (2) two weeks' notice if the Premises are unfit for the purpose of the intended hire;
 - (vi) Substitute the Premises for other premises fit for the purpose of the intended hire on no less than seven (7) days' notice except in cases of emergency.
 - (vii) Effect immediate cancellation of any function if deemed necessary by the Council's General Manager.
 - (viii) Refuse bookings for functions it deems inappropriate.
- Council will not be liable for loss or damage or otherwise in consequence of the exercise of any right under this clause.

YOUR OBLIGATIONS

10. Keys

Council will provide a set of keys or access code to the Premises. The Keys or access code are to be collected/obtained from the Hunter's Hill Council, 22 Alexandra Street, Hunters Hill, between 8:30am and 4:30pm Monday to Friday the last business day before your hire of the Premises. You must surrender all keys to the Premises held by you to Council on the first working day following termination of Our Agreement or expiration of the Term. In the event of keys being lost or not returned to Council you agree to pay for the cost of replacement of the key(s) which may be deducted from the Security Deposit if one is held by Council or treated as a charge payable by you. You acknowledge that if you have a Permanent Booking that you are required to pay a Key Bond prior to receiving keys to the Premises. Keys must not be passed on to another organisation or individual without the prior written consent of the Council. Keys are not to be copied for any reason.

11. Conduct and Noise

You must:

- (i) Ensure that the number of persons attending any function shall not exceed the numbers specified by Council.
- (ii) ensure that there is no adverse environmental impact as a result of the Permitted Use of the Premises;
- (iii) comply with Council's Sustainable Event Guide by adopting sustainable practices such as the use of non-plastic serving materials and utensils (i.e., bamboo plates etc); and
- (iv) ensure that the Premises are secured against unlawful entry at the completion of Your use of the Premises
- (v) ensure that all exits shall be maintained clear and usable without hindrance.
- (vi) Ensure the maintenance and preservation of good order and by doing so, you undertake not to allow any disorderly conduct.
- (vii) Ensure that if it becomes necessary, during the occupation of the Premises for You, as the Hirer, to leave the Premises, You must nominate a responsible person to act on your behalf.
- (viii) Ensure that if You use any of Council's tables, you must provide and use suitable tablecloths or other approved means of covering such tables. Coverings are to be approved by a council Officer and the use of printed paper



is not permitted.

- (ix) Notify the Council of the hirer's authorised representative who is to be responsible for locking doors/gates and You must provide the Council with a contact number in case of emergencies.

You must not:

- (i) do anything in relation to the Premises which in the reasonable opinion of the Council is annoying, offensive or dangerous to other occupiers of the Land or to the owners or occupiers of land or buildings in the vicinity of the Premises; which is illegal; or causes damage to the Premises; or liable to void any insurance in respect of the Premises or increase any insurance premium;
- (ii) store equipment at Council facilities without a separate current licence agreement or seasonal facilities rental contract;
- (iii) store or otherwise utilise Hazardous Substances on the Premises;
- (iv) erect signs, notices, advertisements, decorations, streamers, bunting, flags, or structures within or upon the Premises without Council approval; and
- (v) play music or operate loudspeakers so as to cause a nuisance.
- (vi) use the entrance pathways for any purpose other than access by pedestrians
- (vii) Drive or attach in any way. nails, screws or any other fastenings to any walls, floors, furniture or fittings.
- (viii) Remove any furniture or other contents from their usual position without reference to the Council Officer.

12. Disorder

If, in the opinion of Council's Officer, any function has become disorderly, they shall have the authority to terminate the function immediately and, if necessary, to summon the Police.

13. Smoking

Smoking is prohibited on the Premises in accordance with Council's No Smoking Policy in Playgrounds & Public Spaces. Failure to comply with this policy may result in a heavy penalty.

14. Alcohol

The sale or consumption of alcohol is prohibited unless You are legally licensed to do so and have notified Council.

If you are licenced and you have obtained approval for the consumption of alcohol You must always display any liquor permit during the Term whenever alcohol is being consumed. You must complete a Notification to take and Consume Alcohol, to be obtained from the NSW Police or Council.

No glass containers may be used in the Premises.

Where drinks are served, the floor must be protected against spillage.

The opening of bottles or the consumption of alcoholic liquors in the foyer is prohibited, and You, as the Hirer, shall not under any circumstances allow or permit any person to take or use any form of liquid or other refreshment in the foyer.

15. Restricted Items

The bringing into the Premises or the use therein of confetti, chewing gum, fireworks or any other articles deemed by Council's Officer to be objectionable is prohibited, and the placing or throwing of matches, cigarettes, cigars and the like on furniture, fittings, floors or elsewhere than in the receptacles provided is expressly prohibited.

Where lighted candles are to be used for illumination or table decoration, no aerial decoration shall be permitted.

16. Selling/Service of Food

If You are hiring the Premises for the purpose of a function or event that involves the sale of food, all food businesses including not-for-profit and charity fundraisers) are required to sell safe and suitable food in compliance with the [Food Standards Code](#). For more information about how food businesses can comply with the Food Standards Code please refer to the NSW Food Authority's publication [Guidelines for food businesses at temporary events](#).

Food businesses may have to appoint a Food Safety Supervisor (FSS). To determine if You require a Food Safety Supervisor

refer to the [NSW Food Authority's website](#) for more information.

You must submit to Council the below information about each food business in attendance. In the case of a Permanent Booking involving the sale of food from multiple food businesses such as a market, You are responsible for updating the below food business information every time there is a change of food business attendance:

- Business name & Contact Details
- ABN (Australian Business Number)
- Type of food e.g. ice cream, coffee, hot dogs etc.
- Food Safety Supervisor Certificate (if applicable)
- Council Food Inspection Report (Any NSW Council issued report from the last 12 months)
- Public Liability Insurance (minimum \$20 million cover)

Prior to the use You must ensure that each business notifies their food business details to Council.

17. Notice

You must promptly give to Council notice in writing of any of the following:

- (i) the death of or injury to any person or damage to any property involving or in any way connected with the use of the Premises; and
- (ii) any damage to, defect in, or deterioration of the Premises or Equipment.

18. COVID-19 Safety Plan

If your use of the Premises involves enclosed Council Premises You must submit to Council a plan setting out how you will create and maintain a safe environment for you, your volunteers and visitors to the Premises prior to the use of the Premises for approval by Council. A sample COVID-19 Safety Plan is available at [this link](#).

19. Insurance

If you have a Permanent Booking or You are not a Casual Hirer or if you engage volunteers, You must affect and maintain public liability insurance for an amount of \$20,000,000, volunteers' insurance and any other insurance reasonably required by Council and You must provide Council with a copy of the certificate of currency of such insurances prior to the use of the Premises.

20. Power

Unless express permission is given otherwise, the electric light, air conditioning power and all other apparatus may only be operated by the Council Officer in charge. In any case, the installation and operation of any auxiliary apparatus must be to the satisfaction of Council officers.

No connection to or interference with the electrical installations, lighting effects, sound system or stage fittings or other properties, nor the use of any apparatus for broadcasting or otherwise, will be allowed without the permission of a Council Officer.

An orchestra comprising electronic equipment of any kind shall be restricted to not more than three amplified instruments.

21. Films

The screening of films larger in size than 16mm is expressly prohibited.

No cinematograph projector or any other exhibition or entertainment of the like kind shall be permitted to take place in the hall or any section or part thereof, without the approval of the Council Officer being first had and obtained, and the Hirer shall, at his/her own expense, provide such protective apparatus and appliances as may be directed by the General Manager.

The Hirer or promoter shall undertake to properly observe all of the provisions of the Commonwealth Copyright Act and to pay any royalties due under that or any other Act in respect of the hiring. The Council reserves the right to cancel the booking and the use of the hall where it appears that these provisions will not be observed.

The Hirer undertakes to indemnify Council and to free it of any obligation in respect of the Commonwealth copyright Act.

22. Entertainment

It is a condition of letting for the purpose of concert or band performances that, in the event of the responsible Department or Authority declining to sanction the same or any item on the programme, no liability or responsibility of any kind shall devolve



upon the Council or any of its officers in respect of such letting, and the Hirer shall not perform or give or permit to be performed or give any concert, band performance or items aforesaid which has not received the previous sanction of the Department or Authority, and shall indemnify the Council and its officers against all actions, claims, demands, costs, charges, expenses, fines, penalties and forfeitures arising out of any breach of this condition by the Hirer or his servant or agent.

23. Cleaning

You are solely responsible for ensuring that the Premises are left in a clean and tidy state following your use of the Premises and that all rubbish is removed from the Premises. If Council is required to clean the Premises or remove rubbish left at the Premises it will do so at your cost and recover from you the reasonable cost of any required cleaning and which may otherwise be recoverable from you as a Liquidated sum.

24. No Assignment

You must not assign, sub-licence or sub-contract any of the rights or obligations under Our Agreement.

25. Indemnity and Release

You are solely responsible for ensuring Your safety and the safety of others when using the Premises and You agree to indemnify Council in respect of:

- (i) Any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breaching any term or condition of Our Agreement by You;
- (ii) In the case of a Permanent Booking, any claim, demand or liability for any injury to or death of any person occurring on or near the Premises in connection with the use of the Premises, unless caused by the negligence or a wilful act or omission of Council;

In the case of a Permanent Booking You further agree to release, to the extent permitted by law the Council, the Council's employees and agents from any liability or obligation to yourself (or any person claiming through you) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or outside, the Premises arising by reason or out of or in connection with Your possession or use of the Premises unless caused by the negligence or wilful act or omission of the Council.

The provisions of this **clause 19** will continue to apply notwithstanding the expiry or earlier termination of Our Agreement.

COUNCILS' RIGHTS

26. Council Access to Premises

The Council will at all times during the continuance of Our Agreement retain possession of and full control over the Premises and will at all times by itself, its servants and agents have full and free access thereto for such purposes as it may see fit.

27. Imposition of Additional Charges

Council has the right to impose additional charges where the Premises and their surrounds are not left in a clean and tidy condition, chairs and tables have not been put into the correct storage areas (unless previous arrangements have been made), where lights or heaters are left on, where garbage is not correctly disposed of, and where You access the Premises prior to the Commencement Date, or fail to vacate after the Terminating Date or use the Premises outside of the Operating Hours and where such costs or charges shall be recoverable as a Liquidated sum.

28. Recover Costs for Damages

Council may recover from You any loss or damages in respect of any damage to the Premises where the damage was caused by Your negligence or wilful act or omission and where such costs or charges shall be recoverable as a Liquidated sum.

29. Booking Priority

You acknowledge that where the Premises are subject to a Lease, Licence and permanent hire agreements or required for use in an emergency that these are always given priority over any Casual Bookings.

30. Outstanding Fees & Charges

Any fees and charges that are outstanding at any time may be recovered from You by Council as a Liquidated sum and payable on demand together with the cost of any required legal action seeking demand for payment where payment is not made within the time required.

31. Approval Request

Council reserves the right to refuse to grant you approval or consent for any matter or thing where acting reasonably and where your proposed use of the Premises is considered to represent a high risk.

32. Recourse to Security

Council reserves the right to have recourse to any Security Deposit held, if held, if at any time any fees and charges owing to Council remain outstanding.

33. Restrict Access to Premises

Council reserves the right for the General Manager or Council representative, at their discretion, cause the entrance doors to the Premises to be closed and refuse admission to any person or persons.

34. Restrict Access to Premises due to COVID-19

Council reserves the right to cancel any booking made in relation to the use of the Premises if required as a result of the COVID-19 Pandemic and if so cancelled, Council will give you a credit equivalent to the amount of the Hire Fee for the future use of the Premises or may at its discretion refund the Hire Fee.

35. Termination

Council may terminate Our Agreement by written notice to you:

- (i) if you breach a term of Our Agreement and fail to remedy that breach within 14 days of the receipt by You of a notice from Council specifying the breach and requiring you to remedy it;
- (ii) if Council is of the reasonable opinion that the You are unable or unwilling to comply with Your obligations under Our Agreement.

Termination of Our Agreement pursuant to this clause shall be without prejudice to the rights of either party accruing before termination.

You will be liable to Council for any loss suffered by Council and arising out of or in connection with such termination or prior breach. Council will not be liable to you for any loss suffered by you and arising out of or in connection with termination of Our Agreement.

36. DISPUTE RESOLUTION

Notice of Dispute

Either party may, at any time, notify the other party in writing that there is a dispute or difference concerning any matter in this Licence, where the notice must identify subject matter, relevant provisions of Our Agreement, relevant correspondence and background material.

Parties to Confer

The parties must within 21 days of the service of the Notice, meet to discuss and reach a mutually acceptable decision.

Dispute over Conditions

In the event of any dispute or difference arising as to the interpretation of these conditions or as to any matter or thing herein contained, or as to the meaning of any of these terms and conditions, or as to what service or staff or concomitants of letting are to be provided by Council free of charge, the decision of the General Manager thereon shall be final and conclusive.

If No Resolution

If the parties are unable to reach a mutually acceptable resolution to their dispute, then the parties are at liberty to take such further action as permitted at law.

37. DEFINITIONS

In these Terms and Conditions, unless the contrary intention appears capitalised words have the following meanings:



Agreement means Our Agreement for the hire of the Premises comprising the Application Form and these Terms and Conditions.

Application Form means the on-line application form completed by you when applying to use the Premises for the Permitted Use.

Booking Administration Fee means the fee specified in the Application Form.

Bump in/out period means the period allowed for the set up and pack up time required for the hire.

Casual Booking means a one-time only booking for the hire of the Premises.

Casual Hirer means an individual only and excludes a sporting body, club, association, corporation or incorporated entity and which is carrying out activities that are not of a commercial nature.

Commencement date means the date specified in **Item 2**.

Council means Hunter's Hill Council ABN 75 570 316 011 and includes its servants and agents.

Due Date means the due date for payment of the Hire Fee as specified in **Item 6**.

Equipment means any other equipment that has been hired to you as specified in **Item 10**.

Event means the event for which the Premises are to be used as specified in the Permitted Use.

GST has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

Hire Fee means the base cost for the Hirer, of hiring the Premises for the Term, as specified in **Item 5**.

Hirer / You means the legal entity specified in **Item 1** and includes Your servants and agents.

Item refers to the item in the Application Form, being the item number identified in the relevant clause of these Terms and

Conditions.

Key Bond means a bond to cover the cost of replacing keys in the amount specified at **Item 12**.

Liquidated sum means an amount treated as liquidated damages recoverable on demand as compensation.

Major External Event means an event held on Council land or Premises usually involving more than 200 people and involving community participation.

Minor External Event means an event held on Council land or Premises usually involving less than 200 people and involving community participation. Examples include:

- Small, private gatherings
- Wedding receptions
- Non-commercial filming groups
- Birthday parties

Operating Hours means the time specified in **Item 8** which includes the "bump in/our period".

Permanent Booking means a booking of the Premises for hire for 20 hours or more in any calendar year.

Permitted Use means the permitted use of the Premises specified at **Item 9**.

Premises means the facility or premises hired by you in accordance with this Agreement identified as the property or part thereof, as specified in **Item 11**, including the Council's property, fixtures, goods, plant and Equipment in, on or affixed thereto.

Security Deposit means security provided by you as security for performance of your obligations under Our Agreement for the amount specified at **Item 7**.

Term means the length for which Our Agreement is in force as specified in **Item 4**.

Terms and Conditions means the terms and conditions of hire as set out in this document.

Terminating Date means the date specified in **Item 3**, being the time that this Agreement terminates/expires.

