

# TERMS AND CONDITIONS

## COMMUNITY CENTRE VENUES

Event Number: \_\_\_\_\_

*This document supersedes all previous documents related to the terms, conditions and hire fees for hire of Georges River Council's venues at Hurstville Senior Citizens Centre, Kingsgrove Community Centre and Mortdale Community Centre, Jubilee Community Centre, St George Community Centre, School of Arts Hall, PJ Ferry Reserve Community Hall, Carss Park Lifesaving Hall and Oatley Community Hall.*

Subject to the following conditions, Georges River Council (GRC) grants the hirer the right to hire and use the venue for the purpose indicated on the booked date(s) and times.

Bookings will not be accepted for teenage or 21st birthday parties.

### 1. BOOKINGS AND PAYMENT OF FEES

Georges River Council (GRC) reserves the right to cancel any booking that does not meet the below requirements.

No booking is confirmed until the venue hire fees and the signed terms and conditions are received by GRC. If the signed terms and conditions and deposit are not received by the due date the booking will be automatically cancelled.

#### 1.1 VENUE HIRE FEE

Hirer will pay the venue hire fee within 7 days of making a tentative booking. Payment of the hire fee with signed terms and conditions confirms your booking.

The Hirer must pay the venue hire fees and bond in accordance with Council's Fees and Charges before it will issue keys and/or security details.

The bond will be held throughout the term of the agreement.

The bond will be refunded when keys have been returned to the Customer Service Centre and Council has assessed hall has been left in a satisfactory condition. A refund will be posted to the address on the issued Schedule or (if nominated on the Hire Agreement) returned via direct deposit to a nominated account.

Where the total amount of damages caused by the Hirer exceeds the bond the hirer will reimburse Council the difference. If the Hirer fails to return all key/s issued, the cost (as per Council's fees and charges) to replace the key/s will be deducted from the bond.

\* Regular Hirers (once per month for 10 months in the same financial year, or 26 bookings in a 3 month period) may be eligible to discounts. Please speak to the GRC staff for further information.

#### 1.2 SECURITY BOND

The bond will be held throughout the term of the agreement.

The bond will be refunded when keys have been returned to the Customer Service Centre and Council has assessed that the venue has been left in a satisfactory condition. A refund will be posted to the address on the issued schedule or (if nominated on the Hire Agreement) returned via direct deposit to a nominated bank account.

Where the total amount of any damages caused by the Hirer exceeds the bond, the Hirer will reimburse Council the difference.

Of the Hire fails to return all key/s or swipes issued, the cost (as per Council's fees and Charges) to replace the key/s will be deducted from the key deposit.

#### 1.3 VENUE HIRE FEES AND CHARGES

Please refer to the fees and charges on Georges River Council's website: [www.georgesriver.nsw.gov.au](http://www.georgesriver.nsw.gov.au)

Hirer's initials: \_\_\_\_\_ Date: \_\_\_\_\_

### 1.4 REVISION OF CHARGES

The hirer acknowledges that all charges have been calculated in accordance with Georges River Council's schedule of fees and charges for the financial year. If the venue is booked for an event after July of any year the amount payable for that function may be increased by Council to reflect the current fees and changes at the time of the event.

### 1.5 CANCELLATION FEES

Cancellation fees are as follows:

Less than 4 weeks – 2 weeks	50% of total venue hire fee
Less than 2 weeks prior to event date	100% of total venue hire fee

Cancellation fees will be deducted from venue payments already made. There are no refunds for bookings cancelled less than 2 weeks prior to the event date.

Georges River Council reserves the right to cancel any booking that does not meet the following requirements: receipt of signed terms and conditions or payment of venue hire fee. In the unlikely event that GRC needs to cancel your booking you may be offered an alternative date or venue, or receive a full refund.

### 1.6 PUBLIC LIABILITY AND INDEMNITY INSURANCE

Georges River Council may require any hirer to produce proof of public liability insurance to the value of \$20 million. GRC reserves the right to refuse any booking for non-supply of proof.

The nominated contact person listed in the Schedule is deemed the primary contact and the person responsible for managing the use of the facility on behalf of the Hirer, ensuring payments and all other obligations under this agreement are met. A second contact person can be nominated who will be held jointly and severally responsible for all obligations under this agreement.

Council will not be liable for all damage to property and injury to persons using the Facility during the Permitted Times of Use arising from the acts or omissions of the hirer. The Hirer must indemnify Council against any claim, demand or action arising from their use of the facility and never admit Council's liability in relation to any incident.

Council accepts no liability for loss or damage of the Hirers items or equipment.

No responsibility or liability will be accepted by Council for any unforeseen circumstances or force majeure.

## 2. VENUE

Hire period is for the venue only. Surrounding public areas and parks are not included in the venue hire.

For permission to have other forms of activities within parkland areas or to book a sporting field please contact Council's Sport and Recreation Officer on 02 9330 6400.

Council Property must not be removed from the venue at any time.

Hirer is responsible for the setting up, dismantling and stacking of tables, chairs and other equipment. Any furniture or equipment required other than those provided must be supplied by the hirer at their own expense and liability.

Venue must be returned to its initial state of hire, including returning furniture to default setting.

## 3. HIRE PERIOD

Minimum hire period is 1 hour. The hire period must take place between the following hours:

Kingsgrove Community Centre	Mortdale Community Centre	Hurstville Senior Citizens Centre
Monday to Friday: 8.30am - 9.30pm	Monday to Friday: 8.30am - midnight	Monday to Friday: 7.00am - midnight
Saturday: 8.30am - 10.30pm	Saturday: 9.00am - midnight	Saturday: 7.00am – 10:30pm
Sunday: 8.30am - 7.30pm	Sunday: 9.00am -10.00pm	Sunday: 7.00am – 10:30pm
Capacity: 120	Capacity: 150	Capacity: 150

Hirer's initials: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITIONS

## COMMUNITY CENTRE VENUES

PJ Ferry Reserve Community Hall	Carss Park Lifesaving Hall	Oatley Community Hall
Monday to Sunday: 8am – 11pm	Monday to Sunday: 8am – 11pm	Monday to Sunday: 8am - 10.30pm
Capacity: 50	Capacity: 60	Capacity: 50

Kogarah School of Arts	St George Community Centre
Monday to Sunday: 8am – 11pm	Monday to Sunday: 8am – 9.30pm
Capacity: 90	Capacity: 90

The hire period includes load in and load out time. Any deliveries to be made to the venue for the hirer must take place during this time. Events exceeding the contracted time will be charged the cost of additional hire fee plus a breach of contract fee (as per Councils fees and charges) per breach

### 3.1 EXTENSION OF HIRE PERIOD

Please note that any extension to the agreed hire period is to be made no later than 1 business day prior to the booked date and is subject to availability.

### 4. DUTY OF CARE

Hirers have a duty of care to keep the venue, its furniture and fittings in good condition and to abide by these terms and conditions. GRC reserves the right to determine the cost of any repairs or cleaning required.

Hirer agrees to pay on demand any additional costs incurred for the cost of repairs or cleaning. A breach of hire fee will be charged to the hirer if the condition of hire is breached in relation to:

- |   |   |
|---|---|
| a. Noise levels   | d. Damage to Council property                         |
| b. Period of hire   | e. Rubbish removal                                    |
| c. Safety and security of all persons attending the event | f. Legal requirements met as set out in this document |

Children on the premises are to be supervised at all times by a responsible adult. The hirer must ensure that children are not placed at risk on entering or leaving the property. Council will not be responsible or liable for any damage or injury suffered in relation to children.

The Hirer is responsible for the behaviour of patrons invited or uninvited.

In the event that Council's contracted Security company is required, any fees for their attendance will be payable by the Hirer.

The Hire Agreement or part thereof, is not transferable to a third party.

### 5. ACCESS

Access to the venue is strictly limited to the booked hours. Please contact GRC to obtain available site inspection times on 02 9330 6400. GRC reserves the right to control access to the venue including the right to refuse admission to any person(s).

#### 5.1 RIGHT OF ENTRY

Authorised staff may enter and inspect the venue at any time. The hirer cannot obstruct the ambulance service, fire brigade, police or any authorised GRC staff from entering the venue.

### 6. KITCHEN FACILITIES

BBQs are not permitted in the venue or its surrounds, with the exception of Carss Park Lifesaving Hall. Use of the kitchen on site is included in the venue hire.

Hirer's initials: \_\_\_\_\_ Date: \_\_\_\_\_

### 6.1 SERVING FOOD

Tables provided by Georges River Council for the purpose of serving or handling of food or refreshments must be covered by the hirer and cleaned on completion of the hire. The cost of extra cleaning as a result of fat splatters and food waste after an event will be charged to the hirer.

All persons serving food must abide by Work Health & Safety food safety guidelines.

The hirer can either self-cater or hire their own caterer. If the hirer chooses to self-cater or hire their own caterer, the following guidelines must be followed:

- Hired caterers to provide their current Food Safety Supervisor's (FSS) Certificate and Public Liability insurance to GRC staff.  
Please note: The Food Safety Supervisor must be present for the duration of the food preparation and food service period. Not-for-profit community and charitable entities are currently exempt from this requirement. Conditions apply. Please refer to the following link for more information: [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au)
- The hirer ensures that person(s) preparing and serving the food has appropriate footwear, clothing and equipment for the tasks they are performing.

### 6.2 SERVING ALCOHOL

The Hirer may provide their own alcohol for private functions where alcohol is not being sold. There is no requirement for RSA (Responsible Service of Alcohol) Certification in this instance. GRC staff reserve the right to request further information regarding alcohol being brought into the venue if they consider it appropriate.

Under no circumstances may alcohol be brought into the venue in kegs or similar bulk containers.

No alcohol is to be consumed outside the venue. The supply and/or consumption of alcohol to minors is prohibited and may result in police action.

### 7. NOISE RESTRICTIONS

No amplified or live music is permitted in the venue or its surrounds without prior consent. Hirer is to ensure that all doors to the venue are closed for the duration of the hire. No persons are permitted to make noise on the street outside the hall before, during or after the hire period.

Noise emanating from the premises is to be kept to a level that will not cause any disturbance or give cause for complaint from residents of the area and must conform to the requirements of the Noise Control Act.

Please Note: Offensive noise is defined as 'that, by reason of its level, nature character or quality, or the time at which it is made, or any other circumstances:

- a. Is harmful to (or is likely to be harmful to) a person who is outside the premises from which it is emitted, or
- b. Interferes unreasonably with (or is likely to interfere unreasonably with) the comfort or repose of a person who is outside the premises from which it is emitted.'

### 8. DECORATIONS AND SIGNAGE

The hirer must gain prior approval from GRC staff to affix decorations, signage, bunting or draping in the premises. All decorations are to be completely removed after the event and venue returned to its original condition.

The hirer shall not affix nails, screws, decorations, bunting or draping which in any way defaces the building premises. Sticky tape, double-sided tape and other adhesives must not be used in the venue. Use of Blu-Tack on glass or brick surfaces may be permitted, but must be applied and removed with care.

Balloons may be permitted but must not be attached to any walls or fixtures including ceiling fans. The cost of removal and/or disposal of any left items may be charged to the hirer.

Hirer's initials: \_\_\_\_\_ Date: \_\_\_\_\_

### 9. PROHIBITED ITEMS

Candles, gas cylinders, explosive devices, fireworks, firearms or any items with a naked flame are strictly prohibited. The use of confetti, glitter, rice and metallic sprinkles is not permitted within the venue or surrounding grounds. Sticky tape, double-sided tape and other adhesives may not be used to affix items to walls, doors or ceilings. Animals will not be permitted in the venue with the exception of guide and hearing assistance dogs. Chewing gum is not permitted in the venue at any time. Amusement devices and/or jumping castles are not permitted on Council grounds.

### 10. SMOKING

Smoking is not permitted inside the venue or within 4 metres of any pedestrian access point of the venue. It is the responsibility of the hirer to ensure this is strictly enforced. Any cigarette butts in the surrounds of the building are to be collected and removed from the venue with all other rubbish from the event.

### 11. SMOKE ALARMS/EMERGENCY CALL-OUTS

The hirer will be held liable for any alarm activation resulting in a call out from emergency services due to any breach of hire. The cost of the emergency callout to attend to fire alarms will be charged to the hirer.

### 12. DAMAGES

The hirer is responsible for any breakages, theft or damage caused to the venue, equipment, fixtures or furniture. In the event that this occurs, the matter must be reported to the GRC on 9330 6400. Costs for damages, theft or breakages will be charged to the hirer.

### 13. DEPARTURE FROM VENUE

The hirer must ensure that guests leave the venue in an orderly manner with consideration for nearby residents. Any complaints from nearby residents or GRC staff in attendance may jeopardise future applications and result in charges to the hirer. The hirer must ensure that the venue is left in the same condition as at the commencement of the hire period. All items of property owned by the hirer must be removed from the venue on or before the agreed departure time.

Any goods left on the premises after occupancy will be removed and disposed of at the discretion of GRC, without compensation to the owner of the items or hirer.

#### 13.1 CLEANING AND LOCKING THE VENUE

Cleaning equipment (mop, bucket & broom) are located at the venue. The hirer must supply their own cleaning agents and carry out a cleanup immediately after each event, including sweeping and mopping of floors and removal of any litter. The hirer is to provide their own rubbish bags.

- The venue must be returned to the default layout
- Table coverings must be removed and tables wiped down
- Tables and chairs must be returned to the designated storage areas after the event
- All rubbish must be removed from premises
- No rubbish is to be left outside the bins or venue
- Kitchen must be left in a thoroughly clean condition (i.e. spotless)
- All lights, electrical and cooking appliances must be turned off before leaving the venue

If the venue is left in an unsatisfactory condition and requires additional cleaning, a further fee will be charged to the hirer.

### 14. EMERGENCY INFORMATION

#### 14.1 EMERGENCY EXITS AND EQUIPMENT

No items shall be placed in front of, or obstruct access to emergency exits, fire doors, or other fire safety equipment.

The hirer is responsible for ensuring that their guests are made aware of emergency exits and fire safety equipment within the venue. Tampering with fire equipment is prohibited in the venue: fines apply.

Hirer's initials: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITIONS

## COMMUNITY CENTRE VENUES

### 14.2 EMERGENCY CONTACTS AND REPORTING

For Fire brigade / Police / Ambulance please phone 000 and give the address as:

<b>Mortdale Community Centre</b>	<b>Kingsgrove Community Centre</b>	<b>Hurstville Senior Citizens Centre</b>
2B-2C Boundary Rd, Mortdale	30 Morgan St, Kingsgrove	91 Queens Rd, Hurstville
Located in Jubilee Park, Mortdale	Located in Smith Park, Kingsgrove	Nearest cross street is Patrick St
Nearest cross street is George St	Nearest cross street is Turon Ave	

<b>PJ Ferry Reserve Community Hall</b>	<b>Carss Park Lifesaving Hall</b>	<b>Oatley Community Hall</b>
Cnr Bellevue Parade & Blakesley Rd, Allawah	End of Carwar Ave, Carss Park	Cnr Oatley Ave & Neville St, Oatley
	Allawah Ave, Carss Park	

<b>Kogarah School of Arts</b>	<b>St George Community Centre</b>
Cnr Bowns Rd & Queens Ave	St George Bank Building, Premier St, Kogarah
	Kensington St, Kogarah

### 14.3 NOTIFICATION OF ACCIDENT, INJURY OR OTHER ISSUES

If an accident or injury takes place during the period of hire, the hirer must notify the GRC immediately by phoning 930 6400 (24hr service). Please also notify HEC staff of any other issues relating to your event.

# TERMS AND CONDITIONS

## COMMUNITY CENTRE VENUES

### ACCEPTANCE OF TERMS AND CONDITIONS

I have read and understood the above terms and conditions for the hire of Georges River Council community centre venues and I understand that I must comply with the requirements in this document as the hirer.

Hirer's signature: .....

Hirer's name: ..... Date: .....

Event Number: .....

### PLEASE PROVIDE THE FOLLOWING DETAILS FOR YOUR SECURITY BOND REFUND:

Direct Deposit

Account Name: \_\_\_\_\_

BSB: \_\_\_\_\_ Account Number: \_\_\_\_\_.

If you have paid the bond but wish for the bond to be refunded into another account, please fill out the declaration below:

I, \_\_\_\_\_, give permission for the bond refund amount of \$\_\_\_\_\_ to be refunded to \_\_\_\_\_'s account with their details listed below:

Account Name: \_\_\_\_\_

BSB: \_\_\_\_\_ Account: \_\_\_\_\_

Name of Hirer: \_\_\_\_\_ Hirer's Signature: \_\_\_\_\_

Hirer's initials: \_\_\_\_\_ Date: \_\_\_\_\_

