

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, Mortdale Community Centre, St George Community Centre, Kogarah School of Arts, PJ Ferry Reserve Community Hall, Carss Park Lifesaving Hall and Oatley Community Hall.

Georges River Council is committed to putting children first and championing child safety within our community.

We actively advocate for the rights of children and young people, upholding our commitment as a child safe organisation.

Subject to the following conditions, Georges River Council (Council) 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 to 21st parties.

1. BOOKINGS AND PAYMENT OF FEES

Georges River Council 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 Council. 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

The hirer will pay the venue hire fee within 7 days of making a tentative booking. Payment of the venue hire fee along 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 the issuing of keys and/or security details.

Please refer to the fees and charges on Georges River Council's website: www.georgesriver.nsw.gov.au

***Regular Hirers** (once per month for 10 months in the same financial year, or 26 bookings in a 3 month period) may be eligible for discounts. Please speak to Council 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 returned via direct deposit to a nominated account 2-3 weeks after event.

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

Should the Hirer fail to return all key/s or swipe card issued, the cost to replace the key/s will be deducted from the key deposit, in accordance with Council's fees and charges.

1.3 REVISION OF CHARGES

The hirer acknowledges that all charges have been calculated in accordance with 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 GRC to reflect the current fees and changes at the time of the event.

1.4 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 fewer than 2 weeks prior to the event date.

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 event that Council needs to cancel your booking you may be offered an alternative date or venue, or receive a full refund.

1.5 PUBLIC LIABILITY AND INDEMNITY INSURANCE

Council may require any hirer to produce proof of Public Liability Insurance (PLI) to the value of \$20 million. Council reserves the right to refuse any booking for non-supply of proof.

The nominated contact person listed in the PLI 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 venue/s during the permitted times of use arising from the acts or omissions of the hirer. The Hirer must indemnify Georges River Council against any claim, demand or action arising from their use of the venue/s and never admit Council's liability in relation to any incident.

Council accepts no liability for loss or damage of the Hirer's 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 Georges River Council's Sport and Recreation Officer on 02 9330 6400 (option 3).

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

The 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

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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
Kogarah School of Arts	St George Community Centre	Carss Park Straw Bale Shed
Monday to Sunday: 8am – 11pm	Monday to Sunday: 8am – 9.30pm	Mon, Tue, Thurs and Fri: 9am – 4pm

In compliance with the NSW Public Health Order (see attached floor plan for maximum capacity of venues)

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 Council's 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.

3.2 SUBLETTING

The hirer must not sublet the premises to a third party during the agreed hire period including any extension of hire period.

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. Council reserves the right to determine the cost of any repairs or cleaning required.

The 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 |

4.1 CHILDREN AND YOUNG PEOPLE

The hirer acknowledges that children and young people (being persons under the age of 18) attendant at Council venues and under the care of parents or carers, are not the responsibility of Council employees, contractors or representatives.

The hirer is responsible for ensuring that children and young persons are supervised by parents or carers at all times.

A child or young person left unattended at a Council venue may be suspected to be at risk of significant harm, in accordance with the Children and Young Persons (Care and Protection) Act 1998 (NSW). All Council employees, contractors and representatives have a duty to report child protection concerns pursuant to the Children and Young Persons (Care and Protection) Act 1998 (NSW).

Hirers that are engaged in child-related work as defined in the Child Protection (Working with Children) Act 2012 (NSW) (Child Protection Act) must comply with the Child Protection Act and the Child Protection (Working with Children Regulation 2013 (NSW), as amended from time to time.

The hirer bears responsibility for ensuring all persons engaged in child-related work, whether on a voluntary or paid basis, have a valid Working with Children Check (WWCC) in accordance with the requirements set out in the Child Protection Act. Council requires written confirmation at the time of booking any Council venue that all persons to be engaged in child-related work at the Council venue have a valid WWCC and Council reserves the right to refuse or cancel bookings should this information not be provided.

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 Georges River Council Entertainment on 9330 6400 (option 2) to obtain available site inspection times. Council 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 Council 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.

6.1 SERVING FOOD

Tables provided by Council are 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 a caterer. If the hirer chooses to self-cater or hire a caterer, the following guidelines must be followed:

- Hired caterers to provide their current Food Safety Supervisor's (FSS) Certificate and Public Liability Insurance to Council 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
- 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 alcohol of their own for private functions where alcohol is not being sold. There is no requirement for Responsible Service of Alcohol (RSA) Certification in this instance. Council 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. The 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:

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- 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 Council 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. Failure to do so will incur breach of hire fee and cleaning fee.

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.

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. POLE POSTERS

The client is not permitted to distribute any "Pole Posters" to market their event anywhere within Georges River Council local government area.

Failure to comply may result in cancellation of the event and/or fines payable by the client.

11. 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.

Failure to comply may result in cancellation of the event and/or fines payable by the client.

12. 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.

13. 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 Council on 9330 6400 or 0411 743 258. Costs for damages, theft or breakages will be charged to the hirer.

14. CLEANING THE VENUE

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

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15. 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 Council 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 Council, without compensation to the owner of the items or hirer.

16. EMERGENCY INFORMATION

16.1 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.

16.2 EMERGENCY CONTACTS AND REPORTING

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

Mortdale Community Centre	Kingsgrove Community Centre	Hurstville Senior Citizens Centre
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	
PJ Ferry Reserve Community Hall	Carss Park Lifesaving Hall	Oatley Community Hall
Cnr Bellevue Parade & Blakesley Rd, Allawah	End of Carwar Ave, Carss Park	Cnr Oatley Ave & Neville St, Oatley
	Nearest cross street is Allawah Ave,	
Kogarah School of Arts	St George Community Centre	Carss Park Lifesaving Hall
Cnr Bowns Rd & Queens Ave	St George Bank Building, Premier St, Kogarah	Carwar Avenue
Kogarah	cross street is Kensington St, Kogarah	Carss Park

16.3 NOTIFICATION OF ACCIDENT, INJURY OR OTHER ISSUES

If an accident or injury takes place during the period of hire, the hirer must notify the Council immediately by phoning 9330 6400 (24hr service) or our **Front of House Officer on 0411 743 258**. Please also notify staff of any other issues relating to your event.

ADDENDUM TO TERMS AND CONDITIONS COMMUNITY CENTRE VENUES

SPECIAL CONDITIONS UNDER COVID-19

17.1 CONTRACT TRACING REGISTER

It is the responsibility of the Hirer to ensure that all attendees sign in at any event held within a council community centre venue, via the provided NSW COVID-19 QR code Contract Tracing Register.

NSW COVID-19 QR Codes are located at the entrance of the venue.

17.2 PUBLIC HEALTH ORDER

Hirer must adhere to the current NSW Public Health (Covid-19 Restrictions on Gathering and Movement) Order.

To review the current COVID-19 order please visit www.legislation.nsw.gov.au and refer to the amended Public Health Order link. This order is updated on a regular basis and it is the responsibility of the hirer to monitor updates to the order prior to each event.

In accordance with the COVID-19 Safety Plan, as directed by the Public Health Order, hand sanitiser is to be made available for all events held within a community centre. It is the Hirer's responsibility to ensure that adequate hand sanitiser is available for all of their attendees at each booked event. It is the Hirers responsibility to ensure that all attendees are double vaccinated.

17.3 MAXIMUM OCCUPANCY AND SOCIAL DISTANCING

Bookings cannot exceed the maximum capacity for each venue, as outlined in the attached floor plan. Please note that venue capacities may change as Public Health Orders are updated. The Hirer must comply with any updated venue capacity, including maximum capacities for individual rooms within each venue, as outlined in the floor plan and as sign-posted within each venue.

It is the Hirer's responsibility to ensure that all attendees at any event within a Council community centre adhere to social distancing requirements and protocols.

17.4 DUTY OF CARE

Breach of hire fee will be charged to the hirer if the terms and conditions of hire are breached in relation to:

- a. Exceeding maximum capacity of venue as outlined in attached floor plan
- b. Failure to provide hand sanitiser at entry of venue for attendees.
- c. Failure to provide hand sanitiser at entry of venue for attendees.
- d. Failure to wipe down and disinfect all used surfaces at completion of event

Hirer's initials: _____ Date: _____

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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 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

Bank Name _____

Account Name: _____

BSB: _____ Account Number: _____

IF YOU HAVE PAID THE BOND AND IT IS TO BE REFUNDED INTO AN ACCOUNT WITH A DIFFERENT ACCOUNT NAME, 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: _____

