



CUMBERLAND
CITY COUNCIL



Terms and Conditions of Hire

Community Facilities

DATE OF ISSUE: SEPTEMBER 2025

Introduction

Thank you for booking a Cumberland City Council community facility. Council is committed to providing well-maintained, well-resourced, and accessible facilities for the community.

Please read and understand the following terms and conditions of hire to ensure your use of Council's facilities is safe, considerate of others, operationally smooth, and compliant with Council policies, procedures, and relevant legislation.

Priority of Access

Council's use of its own Facilities

Cumberland City Council reserves the right to refuse, relocate, or cancel bookings at any time if the facility is required for Council business. In such cases, staff will endeavour to provide affected parties with reasonable notice and, where possible, offer an alternative facility. If no alternative facility can be provided, all fees paid for the cancelled booking will be refunded.

In cases where there is a difference in hire fees or charges, any refund or adjustment will be at Council's discretion. Council is not liable for any inconvenience, hardship, loss, or damage incurred as a result of such cancellations.

There is no minimum notice period or appeals process.

Cancellations and Refusal of Hire

Council reserves the right to refuse or cancel any booking at any point based on its own discretionary assessment of the booking. Council reserves the right to withhold specific details or reasoning of booking assessments. As part of this assessment, Council may impose specific caveats or requirements that the hirer must agree to not outlined here in these 'Terms and Conditions' or accept cancellation or refusal of their booking application.

Council's right to cancel or refuse a booking application supersedes any confirmation and accompanying financial transaction undertaken.

Council advises that a facility being available does not always result in a booking's automatic approval and it will be assessed and responded to at Council's discretion.

Council reserves the right to refuse or cancel any booking at any point due to non-disclosure of information or supply of misleading, incorrect, or inadequate information by the hirer.

Cancellations by Hirer

In the event of a cancellation by the hirer, the following cancellation fees will apply:

Notice of cancellation	Fee
Less than 2 weeks prior to booking	50% of total fees
Less than 1 week prior to booking	100% of total fees

All cancellations are to be managed online by the hirer. Cancellation fees may be deducted from the bond in the instance where a bond has been paid.

Booking Application Processing Timeframes

All bookings must be submitted online via [Bookable](#).

Responses will be provided within 10 working days of receiving a complete booking request.

Fees and Charges

1. Council reviews all fees and charges prior to 30 June each year to establish the Schedule of Fees and Charges for the following financial year.
2. If a booking for the next financial year is confirmed before the updated Schedule of Fees and Charges is published, Council will apply the revised fees, which were not available at the time of confirmation.
3. Casual hirers must pay all hire fees and any applicable bonds in full at the time of booking.
4. Regular hirers (more than 10 consecutive bookings) may choose to pay monthly in advance on the first day of each month or settle the invoice in full.
5. If fees are not paid within the specified timeframe, Council may cancel or refuse the hirer's bookings until payment is received.



Special Fees and Charges

1. **Bond** – Council reserves the right, at its discretion, to classify a booking as high-risk and request a bond to cover any expenses arising from the hirer's use of the facility. The bond will be returned within 7 working days following an assessment of the facility after use and the return of keys/access cards.
2. Where a bond is required, Council may impose additional administrative charges for time and resources spent responding to any incident or damage. In such cases, Council may retain the bond in full.
3. **Penalties** – The hirer may incur additional charges in the following instances:
 - a. Late vacating of the facility.
 - b. Accessing the facility outside the booked hours.
 - c. Unauthorised use of additional spaces within the facility.
4. **Taxes and Duties** – The hirer must pay all taxes, duties and government charges imposed or levied in connection with this booking.
5. **GST** – Is included in the hourly rates and must be paid by the hirer. GST is not applicable to bonds; however, any deductions or reparations from the bond are subject to GST. Costs plus GST will be considered when calculating any refund.
6. **Interest** – Council reserves the right to charge interest at a rate of 10% per annum on all outstanding monies more than 30 days past the payment due date.

Hirer's Insurance

1. In instances where a hirer has their own insurances, even in situations where it is not specifically requested by Council, liability and accountability will always be held to the hirer's insurance cover over Council.
2. **Public liability insurance (PLI)** – If the facility is hired on behalf of any incorporated bodies, sporting clubs, educational or religious institutions or organisations and/or commercial enterprises, the hirer must provide Council with Public liability insurance with a minimum cover of \$20,000,000.
3. Such a policy must have a principal and cross liability clause and name Cumberland City Council as principal. In cases of unincorporated volunteer groups who are not part of or acting on behalf of an organisation, their low-risk bookings will be incorporated by Council's community support liability policy. Council will not absorb liability for high risk-bookings made by these groups. Council will, at its own discretion, assess bookings and determine their risk level accordingly.
4. Public liability will always be required when the hirer acquires a profit from the hire of Council's facilities.
5. **Certificate of Currency** – A certificate of currency must be submitted to Council at the time when the booking is made. Council reserves the right to cancel or refuse a booking application if the hirer fails to comply with the public liability insurance clause above. The certificate of currency must be valid for the date/s of the facility hire. It always remains the responsibility of the hirer to supply Council with an up-to-date certificate of currency.
6. **Indemnity** – The hirer hereby grants Council an indemnity from and against all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensations and the like. This is applicable to items which Council may be liable in conjunction with injury, damage or accidental death through the hirer's neglect or default and/or the neglect or default of any other person in connection with the hirer's use of the facility.
7. **Fees** – If an insurance claim is made, the hirer will be responsible for excess fees.



Access

Access to the Facility

1. Access to Council's facilities for private functions, casual hire, high-risk bookings and some regular hire will be facilitated by Council's third-party security contractors or Council employees. Keys and/or access cards will not be issued to hirers for casual bookings.
2. Any time required for set up and pack up of a booking including cleaning at the end of the booking must be included and paid for in the period booked.
3. Pre-booking site visits can be arranged with staff during business hours based on the availability of staff/facilities.
4. Dropping off and storage of equipment to a facility before a booking or the erection of structures and/or infrastructure will not be permitted. Storage of equipment post booking for later collection will not be permitted.
5. Council reserves the right to control the facility including all means of entry and exit, the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons based on its own discretionary assessment).
6. At its own discretion, Council may request the hirer or the hirer's representative to attend an onsite induction of the facility before the booking.
7. The hirer, or the hirer's representative, must attend the start and end of the booking to ensure the facility is returned to Council as it was provided.
8. Access to the facility is strictly limited to the booked hours, any access outside of booked times is a breach of these 'Terms and Conditions of Hire'. Access to the facility outside of booked times may trip facility alarms. Council reserves the right to charge the hirer for costs incurred by Council for any call-out response, as per Council's Fees and Charges.

Terms of Use

Purpose of Use

Council will not make its facilities available for hire if the intended use may harm Council's reputation, cause significant nuisance or offence, negatively impact the community, or place the community or any individual at risk of harm.

Council's community facilities are not available for New Year's Eve functions. At its discretion, Council also reserves the right to refuse bookings for 18th and 21st birthday parties.

Hirer's Use of the Facility

1. The hirer must report any damage or break-ins to Council as soon as they are aware.
2. The hirer must ensure no games of chance, gambling or any other kind of illegal activity are conducted in the facility during their booking.
3. The hirer is permitted to use only the exact space booked, as identified in the confirmation letter. Penalties may apply for unauthorised use of Council facilities.
4. The hirer is responsible for the entire facility during their booking and is liable for any damage to the facility, including its amenities, fixtures, and furnishings.
5. The hirer is responsible for the behaviour of all persons (invited or otherwise) accessing the facility during the booking.
6. Council accepts no responsibility for damage, wear and tear, loss, or theft of the hirer's equipment used at its facilities. Any damage, costs, or insurance claims arising from the hirer's equipment remain the sole responsibility of the hirer.
7. Dividers/partitions must be returned to an open position at the end of your booking.
8. Children must be supervised by an adult at all times.
9. No animals, except service animals, are permitted in the facility or surrounding grounds.
10. The facility may only be used for the purposes described in the confirmation letter issued by Council.
11. The Merrylands Oval Hall includes the canteen servicing the sports field. Hirers of the hall on Fridays, Saturdays, and Sundays up to 7pm must allow the canteen operator access to provide service to sports clubs. This does not include use of the kitchen appliances. Where there is a concurrent venue booking, all hirers of the Merrylands Oval must use the canteen respectfully and share access with the operator.



12. Petting zoos, jumping castles, inflatables, and any amusement device requiring anchoring or clearance zones are not permitted for use inside or on the grounds of Council's facilities.
13. Smoke machines, mist machines, infrared devices, or any similar equipment are prohibited.

Presentation Standards

1. Council reserves the right to request the removal of any material considered detrimental to the facility's presentation standards.
2. The hirer must return the facility in the same condition and presentation as it was provided.
3. The hirer must not make any additions or alterations to the structure, facades, goods, equipment, or decorations of Council facilities unless approved in writing by Council.
4. The use of nails, screws, tape, or any permanent or semi-permanent fastenings affixed to walls, floors, furniture, fittings, or the general structure of the facility is strictly prohibited.
5. If the hirer moves facility furniture, equipment, or fittings, these must be returned to their original position or storage place. Any damage caused to furniture, equipment, or fittings during use will be charged to the hirer. No furniture, equipment, or fittings are to be removed from the foyer.

Advertising

No advertising of any kind is permitted on any part of the facility (internal or external) or its grounds, unless authorised by Council. This includes the display of signage, promotional, or marketing material for any business, individual, or organisation.

Storage

Limited storage is available, at cost, to regular hirers only. Hirers are responsible for maintaining the presentation standards of storage spaces and must remain respectful of other hirers when using shared storage areas.

Cleaning

1. The hirer is responsible for leaving the facility in a clean and tidy condition, ensuring all personal property, decorations, and rubbish are removed. Failure to comply may result in additional cleaning fees, which may be deducted from the bond where applicable, or invoiced directly to the hirer if no bond has been paid.
2. The hirer shall dispose of rubbish in the bins provided, wipe down all surfaces, benches, and sinks, and sweep floors as required to return the premises to a clean condition.
3. Any rubbish that will not fit in bins provided must be taken and disposed of appropriately by the hirer.
4. Council does not supply cleaning equipment. The hirer shall provide all equipment necessary to clean the facility after use.
5. The use of rice, glitter, confetti, 'silly string' or other similar materials is strictly prohibited.

Lost Property

Hirers shall not enter the facility to collect any property after the hire period. Any property found on Council premises will be retained until claimed by the owner upon providing satisfactory proof of ownership. Property not collected within 7 days may be disposed of or donated at Council's discretion, with no further notification required.

Noise Controls

1. Noise levels must not cause annoyance to occupants of neighbouring properties.
2. Any breach of noise regulations may result in the Council or police acting under the *Protection of the Environment Operations Act 1997*.
3. Hirers must comply immediately with any request from Council or the police to reduce noise levels.
4. Hirers are reminded that most facilities are located in residential areas and shall take care to keep noise to a minimum at all times.
5. Hirers are responsible for all noise generated by attendees, including during arrival, throughout the booking, and upon departure from the facility.

Smoking

Smoking is strictly prohibited in all Council facilities under the *Smoke-free Environment Act 2000* and the *Smoke-free Environment Regulation 2016*. Fines may apply for any breach of these regulations.



Alcohol

The sale of alcohol in all Council facilities is prohibited unless specifically approved by Council through an exemption. Applications for this exemption require a [Liquor & Gaming NSW licence](#), which must be submitted to the nearest police station once Council has approved the proposed booking.

Security

1. The applicant must register their hire via the online [Register My Party](#) portal (regardless of alcohol service) and upload a copy to Bookable before confirmation.
2. If Council identifies your booking as high-risk, security personnel (at the hirer's cost) may be required for the duration of the event. At a minimum, one (1) security guard is required for every fifty (50) guests. Council also requires a copy of the security licence and a letter from the security company confirming their attendance and the number of guards provided.
3. The hirer is responsible for arranging and covering the cost of any security personnel required for their booking.

Photography, Filming and Social Media

1. Any filming or photography intended for broadcast, television, reproduction, or public distribution must be approved through a formal [Filming and Photography Application Form](#).
2. The hirer must not use social media to represent Council or its facilities in a defamatory or misleading manner.
3. **Drone use** – Use of drones is subject to Council approval and must comply with all CASA regulations, local bylaws, and privacy legislation. Proof of a valid CASA licence and insurance covering drone operations must be provided to Council for approval. The operator assumes full responsibility for any damage, injury, or breach of privacy resulting from drone operations.
4. **Responsibility for damages** – The hirer/filming crew shall be solely responsible for any loss, damage, or injury arising from the filming or photography activity, including to Council property, equipment, or third parties. Council accepts no liability for any such loss, damage, or injury. Evidence of appropriate insurance must be provided to Council prior to commencement.
5. **Small-scale photography** – These terms, including responsibilities for insurance, damage, and compliance with Council and legislative requirements, also apply to smaller-scale photography such as weddings or private events on Council land.

Catering

1. For the safety and health of attendees it is recommended that:
 - a. Self-caterers are aware of health and safety guidelines for the safe preparation, handling, and serving of food during their booking.
 - b. The hirer ensures their caterer is properly registered and complies with NSW Food Authority health and safety guidelines, as well as any applicable manufacturing and wholesaling requirements.
 - c. Further information on caterers and the regulatory requirements under which they must operate is available on the [NSW Food Authority website](#).
2. Hirers need to organise catering equipment, this includes their own tablecloths, crockery, pans, pots, and cutlery.
3. The kitchen must be left in a clean and tidy manner at the conclusion of the booking, or the hirer may be held responsible for the costs of cleaning. This extends to the use by the hirer and their caterers.

Safety

1. Council at its own discretion may require the hirer to complete a risk assessment for their booking.
2. The hirer must familiarise themselves with emergency evacuation procedures including the positioning of fire extinguishers and fire exits, as detailed in the evacuation procedures displayed throughout the facility.
3. In the case of an emergency or fire, the facility must be evacuated according to the evacuation procedures on display throughout the facility.
4. All exits and fire exits must always be kept clear. Blocking a fire exit is a breach of the law and fines may apply under the [Environment Planning and Assessment Regulation 2000](#).
5. Council encourages that all equipment used in its facilities meet the [Australian Product Safety Rules and Standards](#).
6. Community facilities are not equipped with first aid kits or defibrillators. It is the hirer's responsibility to ensure these are available on-site for their booking, including having personnel trained in first aid and the use of a defibrillator.

7. The hirer must not bring to or use in the facility any flames, candles, explosives, fuel, pyrotechnics, flammable liquids, or other hazardous substances.
8. The hirer must not bring or use any firearms, ammunition or other dangerous weapons.
9. The hirer must notify Council in writing of any incident resulting in injury or damage occurring during their use of Council's facilities, within 48 hours of the incident.
10. The hirer must inspect the facility and its surrounds prior to the booking to ensure it is safe and free from hazards before the commencement of their event.
11. The hirer must inspect the facility and surrounds prior to the booking to ensure the facility is safe and free from hazards before the commencement of their booking.
12. Hirers that provide activities which involve children less than 18 years of age must comply with the Child Protection (Working with Children Act 2012 No 51). Working with children's clearances must be sought where applicable for child related work. Hirers are required to provide, on request, all workers WWCC numbers, names and dates of birth. This information must also be available to potential customers. Failure to do so may result in Council cancelling the booking. Hirers must disclose to potential customers/ stakeholders that they 'the hirer' are an independent body from Council. More information about child safe practices can be found at the [Office of the Children's Guardian](#).

COVID-19 Protocols

Hirers shall ensure they follow all protocols designed to protect the health and safety of themselves and their guests. It is the hirer's responsibility to comply with any additional requirements or restrictions as specified by NSW Public Health Orders and Cumberland City Council.

Parking

1. Most of the Council's facilities have on-site parking for hirers or public street parking is available.
2. Hirers must inform their guests of parking restrictions in surrounding streets and where possible, encourage the use of public transport.
3. All street signs and parking guidelines displayed must be obeyed by the hirer and their guests.

4. Public parking areas must not be reserved or commandeered for the purpose of a booking.
5. Hirers must not park vehicles on or across driveways or footpaths near the facility, even temporarily for loading purposes.
6. Hirers must not park on the grounds of the facility, including grassed areas, lawns, courtyards, or forecourts.

Regulations

1. The hirer, employees and agents engaged or employed by the hirer or participants of the booking must comply with all legal and regulatory requirements related to the use of the facility, the content of the booking, and Council's Terms and Conditions of Hire.
2. Use of the facility must comply with all applicable state and federal legislation, particularly laws governing discrimination, vilification, incitement, public disorder, and other offensive or unlawful conduct.
3. The hirer accepts responsibility for any failure to comply with these requirements by themselves, their employees, agents, contractors, or guests.

Prohibition of assignment

The hirer must not transfer, assign, or sub-let any rights or obligations associated with the booking. Any breach of this clause will result in the cancellation of the booking and the forfeiture of all fees paid.

Postal and delivery address

The hirer must not use the facility's address as a postal or business address for any purpose.

Serving of Notices

Any notice will be given via email or post to the address provided in the confirmation letter and is deemed served at the time of transmission or, in the case of post, at the time it would normally be delivered.

Dispute

Any dispute between the hirer and any Council employee must be referred to the General Manager, whose decision will be final and conclusive.

Age of Hirer and Representatives

The hirer and any representatives must be 21 years of age or older.

Emergency contacts

In an emergency, dial 000 for police, ambulance, or fire services.

For security and maintenance issues, contact Council on 02 8757 9000.



CUMBERLAND
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Cumberland City Council

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160

T 8757 9000 **W** www.cumberland.nsw.gov.au **E** council@cumberland.nsw.gov.au

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