



# Terms and Conditions of Hire

## *Community Facilities*

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## Introduction

Thank you for booking a Cumberland City Council community facility. Council aims to provide the community with a variety of facilities that are well maintained, resourced and accessible.

We ask that you read and understand the following terms and conditions of hire to ensure your use of Council's community facilities is operationally sound, safe, considerate to others and complies with both Council's policies, procedures and overarching legislation.

## Priority of Access

### Council's use of its own Facilities

Cumberland City Council retains the right to refuse, relocate, or cancel bookings at any time if facilities are required for the purpose of Council business. In these instances, staff will endeavour to provide impacted parties with due notice and where possible offer an alternative facility. In the event that Council is unable to offer an alternative facility, all monies paid in respect to the cancelled booking will be returned to the Hirer.

In instances where there is a difference in hire fees and charges, any pursuit of or return of monies will be at Council's own discretion.

Council is not liable to the Hirer for any inconvenience, hardship, loss, or damage suffered as a result of such cancellation.

There is no minimum notice period or appeals process.

## Cancellations and Refusal of Hire

### Cancellations and Refusal of Hire by Council

Council reserves the right to refuse or cancel any booking at any point based on its own discretionary assessment of the booking application. 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 result in a booking application's automatic approval and at all times, a booking application is effectively an application process that 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, a fee will be forfeited by the Hirer as per the following schedule:

Notice of cancellation	Fee
Less than 2 weeks prior to booking	50% of fees paid by Hirer will be retained
Less than 1 week prior to booking	100% of fees paid by Hirer will be retained

All cancellations are to be submitted to Council in writing by the Hirer. In the event hire fees cannot be retained from the Hirer, they may be deducted from the bond in the instance where a bond has been paid.

## Booking Application Processing Timeframes

All bookings must be submitted by a completed [Application for Facility Hire](#).

Responses will be provided within 10 working days from receipt of all booking requests.



## Fees and Charges

### Fees and Charges

1. Council reviews all fees and charges prior to 30 June each year in order to set the Schedule of Fees and Charges for the following financial year.
2. Should a booking for the following financial year be confirmed before this review and before subsequent communication of an updated Schedule of Fees and Charges occurs, Council may increase the fees and charges payable by the Hirer to reflect an updated hire rate, which was not available at the time of confirmation.
3. Casual hires must pay all hire fees and applicable bonds in full at the time of making their booking.
4. Payment plans can be negotiated for regular Hirers (more than 10 bookings).
5. Regular Hirers (more than 10 bookings) must pay all hire fees and applicable bonds in full, 28 days from the receipt of an invoice. If fees are not paid within the stipulated timeframe or within the terms of their payment plan with Council, Council may cancel or refuse the Hirer's bookings until such time payment is made.

### Special Fees and Charges

1. **Bond** - At its own discretion, Council reserves the right to classify a booking as high-risk and request and retain a bond to cover any expenses arising from the Hirer's use of the facility. *The bond will be returned within 7 working days from the assessment of the facility post use and return of keys/access cards.* In instances where a bond is to be retained, Council may impose additional administration charges for time and resources spent in responding to the incident or cause. This may include Council retaining the bond in full.
2. **Penalties** - The Hirer may be charged additionally in the following instances:
  - a. The Hirer is late in vacating the premises
  - b. The premises are accessed outside of the booked hours
  - c. Unauthorised use of additional spaces within the facility
3. **Taxes and Duties** - The Hirer must pay all taxes, duties and government charges imposed or levied in connection with this booking.
4. **GST** - Is included in the hourly rates and is to be paid by the Hirer. No GST is payable on bonds, although, reparations against the bond will be liable to GST. Costs plus GST will be taken into account in calculating any refund.

5. **Interest** - Council reserves the right to charge interest, at a rate of 10 per cent per annum, on all monies outstanding to Council for any period in excess of 30 days after the payment due date.
6. **Call Out Fee** - Council will charge an open and close fee for all private functions, casual hire, high-risk bookings and some regular hire. *Note: Please see 'access' for more details*

## 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 at all times 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.

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.

Public liability will be required at all times when the Hirer acquires a profit from the hire of Council's facilities.

3. **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 remains the responsibility of the Hirer at all times to supply Council with an up to date certificate of currency.

#### 4. 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.

#### 5. 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 all 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 available any of its facilities for hire if the intended use will harm Council's reputation, cause significant nuisance, offence, or impact to the community and/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 own discretion, Council reserves the right to refuse bookings for the purpose of 18th and/or 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 only permitted use of the exact space booked and identified on the confirmation letter; penalties for unauthorised use of Council's facilities may apply.
4. The Hirer is responsible for the entirety of the facility and is liable for any damage to the facility as a whole, including its amenities, fixtures, and furnishings etc. during the booking.
5. The Hirer is responsible for the behaviour of all people (invited or not) accessing the facility during the booking.
6. Council assumes no responsibility for damage to, wear and tear, loss or theft of the Hirer's equipment used at its facilities. This includes damage, costs or insurance claims as a result of the Hirer's equipment, which would remain the responsibility and accountability of the Hirer.
7. Dividers/partitions must be returned to an open position at the end of your booking.
8. Children must be supervised at all times by an adult.
9. No animals, except service animals, are permitted in the facility or surrounding grounds.
10. The facility is only to be used for the purposes described in the confirmation letter issued by Council.

11. 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.
12. Smoke machines or any device that produces mist or infrared are prohibited.

#### Presentation Standards

1. Council retains the right to request the Hirer to remove any material, which is considered by Council to be detrimental to its facility presentation standards.
2. The Hirer must return the facility to exactly the same standard of presentation as it was provided.
3. The Hirer will not make any addition or alterations to the structure, facades, goods, equipment or decoration of Council facilities, unless approved by Council in writing.
4. The use of nails, screws, tape or any permanent or semi-permanent fastening affixed into or attached in any way to walls, floors, furniture, fittings or the general structure of the facility is strictly prohibited.
5. If the Hirer moves facility furniture, equipment, and fittings, they must be returned to their original position or storage place. Any damage to furniture, equipment and fittings as a result of 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 will be permitted on any section or part of the facility (internal or external) or on the grounds of said facility, unless authorised by Council. This includes the display of any signage or marketing material promoting a business, individual, or organisation.

#### Storage

Minimal storage is available at cost to regular hirers only. It is the responsibility of the Hirer to maintain the presentation standards of storage spaces used and remain respectful of other Hirers when using shared storage spaces.

#### Cleaning

1. It is the Hirer's responsibility to leave the facility in a clean and tidy condition, removing all personal property, decorations and rubbish of any kind.
2. The Hirer shall dispose of rubbish in bins provided, wipe down all surfaces, benches and sinks, and sweep floors if 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. The Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the facility as a result of the facility being left in an unclean and/or untidy condition.
5. Council will not supply equipment for the purpose of cleaning the facility. Hirers are therefore responsible for the supply of all equipment necessary to clean the facility after use.
6. The use of rice, glitter, confetti, 'silly string' or other finite materials is strictly prohibited.

#### Lost Property

Hirers are not to enter the facility to collect any property after the hire period. Any property found in Council's facilities will be retained by Council until claimed by the owner upon satisfactory proof of ownership. If lost property is not collected within 3 months, the property may be disposed of or donated at the discretion of Council with no notification required from Council.

#### 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 taking action under the Protection of the Environment Operations Act 1997.
3. Any request from the Council or police to reduce noise levels shall be complied with immediately.
4. Hirers are reminded that most facilities are in residential areas and consideration should be taken to keep noise to a minimum at all times.
5. Hirers are responsible for noise generated by all attendees of their booking, this includes their arrival to, duration of the booking and their departure from the facility.

#### Smoking

Smoking is not permitted in all Council facilities under the Smoke-free Environment Act 2000 and the Smoke-free Environment Regulation 2016. Fines for breaching these regulations may apply.



## Alcohol

1. If alcohol is to be consumed at the booking the Hirer will be required to notify the local police and log the booking via the online "[My Party](#)" notification no later than 72 hours before the booking system.
2. The sale of alcohol in all Council facilities is prohibited unless approved by Council as an exemption. This exception application requires a [multi-function license provided by the NSW Liquor & Gaming](#). This license must be submitted to your nearest police station after Council approves your proposed exception booking application.

## Security

1. The employment of security personnel for any booking will be at the Hirer's expense and will be arranged by the Hirer.
2. If Council identifies your proposed booking as high-risk, Council may require security personnel (at the Hirer's cost), to be present throughout the duration of the booking. At a minimum, Council require 1 security personnel for every 50 guests. Council requires a copy of the security licence and a letter from the security company confirming their attendance and number of guards committed.
3. In addition and upon Council's request, the Hirer may be required to notify the local police and log the booking via the online "[My Party](#)" notification system (regardless if alcohol is being served) or agree to meet with local police and Council for a security briefing.

## Photography, Filming and Social Media

1. All filming and photography with intention to be broadcasted, televised, reproduced and/or recorded for public distribution must be approved by [Council's Filming and Photography Application Form](#).
2. Council and or its facilities should not be represented in a defamatory or unjust way via the Hirers personal use of social media.

## Catering

1. For the safety and health of people attending the booking it is recommended that:
  - a. Self-caterers be aware of the health and safety guidelines for the safe preparation, handling and serving of food at their booking
  - b. The Hirer ensures their caterer is appropriately registered and follows NSW

Food Health and Safety guidelines and/or where applicable manufacturing and wholesaling guidelines

- c. More information on caterers and the requirements under which they must operate can be located via 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 condition at the conclusion of the booking, or the Hirer may be held responsible for the costs of cleaning. This extends to the use of 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 shall be kept clear for exit at all times. Blocking a fire exit is a breach of the law and fines may apply under the [Environmental Planning and Assessment Regulation 2000](#).
5. Council encourages that all equipment used in its facilities meet the [Australian products safety rules and standards](#).
6. Community facilities are not equipped with first aid kits or defibrillators. It is the responsibility of the Hirer to have these available onsite for their booking including having people on site trained in first aid and defibrillator use.
7. The Hirer will not allow any flame, candle, explosive, fuel, pyrotechnic, flammable liquid or substance to be brought to or used in the facility.
8. The Hirer will not allow any firearm, ammunition or any dangerous weapon to be brought to or used in the facility.
9. The Hirer must inform Council of any incident resulting in injury or damage throughout their use of Council's facilities, this must be done in writing and within 48 hours of the incident.
10. 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.

11. 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 clearances must be sought where applicable for child related work. Hirers are required to be able 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](#).

## Parking

1. Most of the Council's facilities have on-site parking for Hirers or street parking is publically available.
2. Hirers must advise guests that parking restrictions apply in the 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 participants of their booking.
4. Public parking cannot be commandeered for the purpose of their booking.
5. The Hirer is not permitted to park any vehicle on or across driveways or footpaths near or around the facility even for the purpose of loading.
6. The Hirer is not permitted to park on the grounds of the facility (e.g. grass, lawns, courtyards and 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 relating to the use of the facility and/or the content of the booking and Council's Terms and Conditions of Hire
2. The use of the facility must comply with all applicable state and federal legislation, particularly legislation governing acts of discrimination, vilification, incitement, public disorder, offensive and unlawful conduct.
3. The Hirer agrees to accept responsibility for any failure to comply on their part or part of their employees, agents, contractors and participants

## Prohibition of assignment

The Hirer shall not transfer, assign, or sub-let their rights associated to the booking. To do so will render the booking cancelled and fees will be forfeited by the Hirer.

## Postal and delivery address

The Hirer shall not use the address of the facility as a postal address for the conduct of their business or delivery.

## Serving of Notices

Any notice will be given to the parties at the address set out on the confirmation letter. A notice sent by post will be deemed to be given or served at the time when it ought to have been delivered in the ordinary course of post.

## Dispute

Any dispute arising between the Hirer and any employee of the Council shall be referred to the General Manager whose decision on the matter shall be final and conclusive.

## Age of Hirer and Representatives

The Hirer and their representatives must be 21 years or older.

## Emergency contacts

In an emergency, call 000 for the police, ambulance, or fire brigade.  
For security and maintenance issues, contact Council on 02 8757 9000.

## Cumberland City Council

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160.

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