

**Council** means Maitland City Council, ABN 11 596 310 805, 285-287 High Street Maitland NSW 2320

**Hirer** means the person/organisation named in the Hire Application Form

**Venue** means the Council facility specified in the Hire Application Form and includes the grounds surrounding the facility

Council and the Hirer have agreed that the Venue will be hired by the Hirer on the following terms and conditions:

## **BOOKINGS**

- Applications for hire are to be made by requesting from Council a Hire Application Form, then completing and submitting to Council the Hire Application Form.
- The Hirer must disclose the intended use of the Venue, including the nature of the function.
- Council may, at its discretion, decline any application for hire.
- A booking is not confirmed until the Hirer has received a booking confirmation from Council.
- All relevant documentation must be provided before the commencement of the booking date.

## **FEES AND CHARGES**

- A deposit is required to secure the booking and must be paid by the Hirer within two (2) weeks of receiving the link to Council's payment portal. The link will be provided via email along with the Booking Confirmation letter and any other required documentation. Failure to pay the deposit may result in cancellation of the booking.
- The Hirer must pay the balance of the hire fee and the bond no later than one (1) month prior to the booking. Should the booking occur within one month of receipt of booking confirmation, the payment will be due immediately.
- Hire charges will be in accordance with Council's current schedule of fees and charges, available on Council's website.

## **CANCELLATION**

### **HIRER:**

- The Hirer must provide Council no less than (fourteen) 14 days' notice for the cancellation of a booking. Cancellations with less than (fourteen) 14 days' notice will result in loss of the bond.

### **COUNCIL:**

- Council reserves the right to transfer or cancel a confirmed booking where deemed necessary due to circumstances including but not limited to:
  - Urgent Maintenance, Programmed Works and structural repairs.
  - Health or safety concerns to patrons.
  - Extraordinary incidents or unforeseen circumstances.
  - Council will deem any transfer or cancellation refunds on a case-by-case basis.
- In this instance, Council Officers, in consultation with the hirer, will seek alternative venues where possible, or provide a full refund to the Hirer. Council will be under no obligation to the Hirer to supply a venue if none are available. Council does not take any responsibility or accept any liability for other costs or losses incurred by the hirer, whether related or not, from the cancellation of the booking.

## COVID-19 CONDITIONS

For bookings taken during the COVID-19 pandemic:

- The Hirer must ensure that its occupancy of the Venue complies with all applicable laws and restrictions (including Public Health Orders) and government advice regarding the COVID-19 pandemic.
- The Hirer must, on request by Council, provide evidence regarding the Hirer's compliance with government restrictions and advice. If such evidence is not provided, Council may decline or cancel the booking.
- If Council considers the Hirer is non-compliant with government restrictions or advice, Council may cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.
- Council may cancel or transfer a confirmed booking where Council considers it necessary (in its absolute discretion) in light of government restrictions or advice. In these circumstances, Council will:
  - a) use reasonable endeavours to offer the Hirer an alternative venue, but is under no obligation to supply a venue if none is available,
  - b) refund or transfer any Council fees associated with the booking (at the Hirer's election) but will not be liable for any other expenses or losses incurred by the Hirer due to the cancellation or transfer of the booking.

## BOND

- The bond is payable in accordance with Council's current schedule of fees and charges, available on Council's website.
- If the intended use of the Venue is assessed by Council as having an increased risk, Council may, at its discretion, require the Hirer to pay a high-risk bond.
- Council reserves the right to retain all or part of the bond to cover any costs incurred by Council as a result of the hire of the Venue, including but not limited to, the cost of:
  1. replacement or repair of any damage, breakages or loss caused to the Venue, Venue surrounds, and Venue furniture, fittings or equipment.
  2. any loss or damage as a result of the Hirer's failure to secure the Venue.
  3. additional cleaning or waste services.
  4. any security patrol call-out to the Venue.
  5. any penalty issued under the *Protection of the Environment Operations Act 1997* (NSW), as a result of complaints of excessive noise.
- If the bond is insufficient to meet any costs incurred by Council as a result of the hire of the Venue, Council reserves the right to demand the balance of those costs from the Hirer.
- Subject to the above, Council will refund to the Hirer the bond or the balance of the bond, within fifteen (15) working days after the return of the keys.

## ACCESS TO VENUE

- Keys are to be collected from the Council Administration building two (2) days prior to the booking date (before 4.00pm) and returned to the same location no later than two (2) days after the booking date.
- The key register is to be signed when picking up and returning the keys.



- If keys are lost or damaged, the Hirer will be responsible for the cost of replacement, which will be deducted from the bond paid by the Hirer.

## **PROHIBITED USE OF THE VENUE**

- The Hirer must not sub-let the Venue.
- The Hirer must not use or bring into the Venue any of the following items: confetti, paints, chewing gum, pyrotechnics (fireworks), illegal or hazardous substances, fog machine/fog generator/smoke machine (or similar), firearms, barbeques or spit roasts lit anywhere inside the Venue.
- The Hirer must not leave any flammable liquids at the Venue.
- The Hirer must not use or attach any nails, screws, or any other fastenings (including adhesive tape) to the walls, floors, timberwork, furniture, fittings, appliances or apparatus.
- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other e.g. by the use of a power board).
- Smoking is prohibited:
  - a) inside the Venue.
  - b) within 10 metres of any children's playground equipment.
  - c) within 4 metres of any pedestrian entrance to or exit from the Venue.
- It is the Hirer's responsibility to ensure that no animals are brought into the Venue (except assistance animals or where Council has otherwise granted special consent).

## **ALCOHOL AND FOOD CONDITIONS**

- A licence from the Liquor & Gaming NSW is required for all Hirers who intend to sell alcohol. Alcohol must not be sold at the Venue without a liquor licence. Refer to [licence.nsw.gov.au](http://licence.nsw.gov.au) for further information regarding regulations and fees. A copy of the Hirer's liquor licence must be provided to Council prior to the hire. A Responsible Service of Alcohol (RSA) Certificate is required for any staff member serving alcohol and will need to be provided to Council.
- Council may request a copy of an RSA from the hirer if alcohol will be on the premises at the venue.
- The Hirer agrees not to permit the consumption or service of alcohol in breach of the Liquor Act 2007 or any licence issued thereunder.
- Where it is proposed to sell or provide alcohol at a Venue, the Hirer is required to register the function on the Police NSW website ([police.nsw.gov.au/online\\_services/party\\_safety](http://police.nsw.gov.au/online_services/party_safety)) and supply the registration number to Council prior to the hire.
- Where it is proposed to sell or provide alcohol at a Venue, Council may require the Hirer to engage (at the Hirer's expense) a minimum of two (2) registered security personnel. Council is not liable for the actions or conduct of any security personnel engaged by the Hirer.
- The Hirer must follow Food Safety Standards if food is to be prepared or supplied at the Venue. Refer to [foodstandards.gov.au](http://foodstandards.gov.au) for details of the Food Standards Code's Food Safety Practices and General Requirements.

## **NOISE**

- The Hirer is responsible for ensuring that noise is kept at acceptable levels and for complying with the noise requirements of the Protection of the Environment Operations Act 1997 (NSW).



- The Hirer must ensure that any music/sound amplification equipment is turned off:
  - a. from 12 midnight on Friday, Saturday, Sunday or any day preceding a public holiday, and
  - b. from 10pm on any other day.
  - c. Refer to [epa.nsw.gov.au](http://epa.nsw.gov.au) for details.
- The use of any sound amplification equipment outside the Venue is strictly prohibited.
- The Hirer must comply with any instructions provided by Police with respect to noise. The Hirer is liable for any penalty issued under the Protection of the Environment Operations Act 1997 (NSW), as a result of complaints of excessive noise.

## **SAFETY**

- The Hirer is responsible for the supervision and safety of attendees at the Venue at all times.
- The Hirer must ensure that the number of attendees at the Venue does not exceed the Venue capacity.
- The Hirer must familiarise themselves with the following Venue information:
  - a. safe access, egress points and first aid kit location.
  - b. emergency exits, evacuation plan and external assembly point.
  - c. location of fire extinguishers and fire protection equipment (hose reels, blankets etc.)
- The Hirer is to advise attendees at the Venue of the above information.
- The Hirer must seek the consent of Council to use candles at the Venue.
- The Hirer must seek the consent of Council for the following:
  - a. working at heights, including on ladders, elevated platforms, scaffolding or rigging.
  - b. working in designated confined spaces, below the stage area or in the roof cavity.
  - c. using strobe or UV lights or working with overhead lighting of stage area.
- The Hirer must seek Council's consent at least fourteen (14) days prior to the booking, and provide relevant tickets and safe work method statements.
- The Hirer must ensure that spillages are cleaned up immediately to protect the floors and for safety reasons. Use paper towel, a dry cloth or a dry mop only.

## **GENERAL CONDITIONS OF USE**

- The Hirer is responsible for:
  - Setting up and putting away tables and chairs.
  - The Hirer will advise Council of the floor plan for the Venue at the time of booking.
  - If the Hirer requires the use of Council's audio equipment or stage lighting, the Hirer must engage a contractor specified by Council. Further information regarding technical specifications and contractor details is available from Council on request.
- The Hirer accepts full responsibility for:



- any loss or damage to the Venue, Venue surrounds or any Venue equipment/fittings/furniture during the hire of the Venue.
- any loss or damage to equipment or property brought into the Venue (whether by the Hirer or attendees) during the hire of the Venue.
- the behaviour of all attendees, including any damage or injuries sustained as a result of wilful misconduct by the Hirer or attendees.
- Where the Hirer provides services to children, the Hirer will comply with NSW Child Protection legislation and will, on request, provide Council with a copy of relevant policies or procedures.

## **LEAVING THE VENUE**

- The Hirer must ensure that all events are closed down by 12:00am and all persons have vacated the premises by 1.00am.
- The Hirer agrees to leave the Venue in a clean and tidy condition, including:
  1. All tables and chairs put away.
  2. All floors swept (note: wooden floors must not be mopped or cleaned with water as this may damage the floor. The Hirer will be responsible for the costs of repairing any damage to the floor).
  3. All benches, tables and sinks wiped.
  4. Oven cleaned (if applicable).
  5. All toilets cleaned.
  6. All decorations, equipment and supplies are to be removed at the completion of hire. Any hirer seeking an amendment to this clause is to be sought with Council prior to the booking.
  7. All garbage bins emptied, and all rubbish removed from the Venue and the Venue surrounds, including broken glass and cigarette butts.
  8. Turn off all lights, air-conditioners and fans.
  9. Secure the Venue, including closing and locking all windows and external doors and (if applicable) activating the security system. An alarm will activate if the security system is not set correctly.
- Failure to clean the Venue adequately will result in Council incurring cleaning costs, which will be deducted from the bond paid by the Hirer.
- Council reserves the right to recover costs from the Hirer if any damage or loss occurs as a result of the Hirer's failure to secure the Venue. If the Hirer fails to activate the security system and Security is required to attend the Venue, the Hirer will be responsible for any call-out fee, which will be deducted from the bond paid by the Hirer.

## **INSURANCE**

- A Casual Hirer is a hirer (other than an incorporated body, sporting club, association of any kind or profit making/commercial activities) who hires the Venue no more than a total of twelve (12) days over a twelve (12) month period. Casual Hirers are covered by Council's Casual Hirers – Public Liability Insurance. Casual Hirers are responsible for the first \$1,000 (excess) of any claim.
- Any Hirer who is not a Casual Hirer must provide Council with evidence of the Hirer's current Public and Products Liability Insurance (minimum \$20 million).



- If the Hirer engages any contractor, it is the Hirer's responsibility to sight the contractor's current public liability insurance to cover works/catering/entertainment or security to be provided at the Venue.
- The Hirer must promptly report all incidents to Council on 4934 9700.

## **USE OF MUSIC**

- If the Hirer intends to use music at the Council facility at any time during the booking and any of the below statements are applicable; the booking will NOT be covered by Council's music copyright licence and the Hirer will require an OneMusic licence. Visit [onemusic.com.au](http://onemusic.com.au) to obtain an event licence.
  - The booking has an entry fee of \$41 or more and music will be played at the event.
  - The booking features a musical performer with a fee of \$50,000 or more.
  - The booking has an entry fee of any amount AND features a musical performer with a fee of \$4000 or more.
  - The booking has an entry fee of any amount AND involves a film screening.
  - The booking is a dance party.
  - The booking involves a dance class, a concert or a recital run by a dance school/dance instructor.
  - The booking involves a dramatic production, opera or ballet.
  - The booking involves a fitness/lifestyle class.

## **INDEMNITY**

- The Hirer agrees to indemnify Council from liability for any loss, damage or injury arising from the Hirer's occupancy of the Venue.

## **BREACH OF CONDITIONS**

- Any breach of these Conditions of Hire entitles Council to cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.
- Council will be entitled to apply the whole or part of the bond to remedy any breach of these Conditions of Hire (including administration, legal and court costs), and demand from the Hirer any balance owing to it if the bond is insufficient to meet the cost of remedy.

