

TERMS AND CONDITIONS OF HIRE FOR STRATHFIELD COUNCIL COMMUNITY FACILITIES

By completing and submitting the Application for Hire of Council's Community Facilities, you agree to the Terms and Conditions of Hire, expressed herein.

1. REQUEST TO HIRE

- 1.1 The Terms and Conditions of Hire of Council's Community Facilities should be read in combination with Council's Hire of Community Facilities Policy, which sets out the principles for hiring a facility and setting of hire fees and charges for casual hirers, regular hirers and community/not-for-profit organisations.
 - 1.2 While these terms and conditions prevail over each of Council's community facilities, each premise may have further or different conditions that are specific to that facility. For example, the hours for hiring Council's Community Facilities vary between facilities.
 - 1.3 Applications for the Hire of Council's Community Facilities shall be in writing on the form provided for that purpose and be signed by the person responsible for the payment of the hire fee and any other charges arising because of or from the hiring and for the observance of these terms and conditions.
 - 1.4 Certificates of Currency for Public Liability Insurance with a minimum limit of indemnity of \$10 million must be provided by the following hirers prior to occupation of the Community Facility:
 - Incorporated bodies, sporting clubs, profit making associations or registered businesses;
 - Hirers who use a Council's Community Facility, more than 10 days per year.
- NOTE:** Non-Insured Hirers are to pay a fee for each day of hire to a maximum of 10 bookings per year.
- 1.5 You must state the nature and the type of activity that is to take place.
 - 1.6 No tentative bookings will be accepted.
 - 1.7 Council's use of the Council's Community Facilities will have priority over other requests.

2. AVAILABILITY OF HIRE

2.1 Strathfield Town Hall and Supper Room

Monday to Friday	9.00am to 12.00midnight
Saturday	9.00am to 12.00midnight
Sunday	9.00am to 6.00pm

2.2 Strathfield Community Centre – Bates St

Monday to Friday	4.00pm to 10.30pm
Saturday	9.00am to 6.00pm
Sunday	Not available for hire

2.3 Strathfield Library

Hours of Operation - Ironbark, Acacia, Grevillea and Melaleuca Rooms

Monday to Thursday	9.30am to 8.00pm
Friday	9.30pm to 6.00pm
Saturday	9.00am to 4.00pm
Sunday	1.00pm to 5.00pm

Strathfield Library

Outside Hours of Operation – Ironbark Room

Monday to Saturday	9.00am to 10.00pm
Sunday	10.00am to 6.00pm

2.4 High Street Community Library

Hours of Operation – Meeting Room 1

Monday to Friday	9.30am to 5.00pm
Saturday	9.00am to 1.00pm
Sunday	9.00am to 1.00pm

Outside Hours of Operation – Meeting Room 1 and 2

Monday to Friday	5.00pm to 9.00pm
Saturday	1.00pm to 4.00pm
Sunday	1.00pm to 4.00pm

2.5 Dutton Centre – 40 Augusta Street

Monday to Saturday	8.30am to 10.00pm
Sunday	Not available for hire

2.6 53 Ismay Avenue Community Hall

Monday to Friday	9.00am to 4.00pm
Saturday	9.00am to 10.00pm
Sunday	9.00am to 10.00pm

You must refer to the Schedule of Fees and Charges for the cost per hour of Council's Community Facilities.

3. APPROVAL

3.1 Council has complete discretion whether to accept bookings sought within less than ten (10) working days of the activity.

3.2 Birthday parties for people aged between 16 and 25 years of age are not permitted in the Strathfield Town Hall.

Activities such as wedding receptions, birthday parties, christenings and similar gatherings are not permitted in Strathfield Community Centre (Bates Street) or the Dutton Centre

Activities in the Libraries must be compatible with in-library location and activities. Activities must not create excessive noise or disruption to regular library activities.

3.3 Council may require you to employ licensed security guards for a booking. You will need to provide Council the name and licence number of the security company at Council's request.

3.4 Council expressly reserves the right to refuse to accept any hire for Council's Community Facilities and to cancel any booking made for any reason it deems fit. In this instance Council will determine whether to refund any fees already paid. Council is not liable for any loss or damage suffered as a consequence of denying such a booking.

3.5 You must notify Council in writing if you wish to change a booked date or time. Any booking or change to a booking, if one is approved by Council, will not come into effect until you have received written approval from Council.

4. PAYMENT

- 4.1 All fees in relation to the hiring of Council's Community Facilities, including bonds, will be charged in accordance with Council's Schedule of Fees and Charges, as adopted.
- 4.2 Fees and charges may be paid by cash, cheque, EFTPOS or credit card. Payment by credit card attracts a 1% processing fee.
- 4.3 Access to Council's Community Facilities will only be given once Council has received payment of the required fees, as outlined herein.
- 4.4 A Casual Hirer is required to pay fifty percent (50%) of the hire fee at the time of booking. The remaining amount must be paid seven (7) days prior to the date of use of the Community Facility.
- Any portion of the bonds you are entitled to after Council has inspected the facility will be refunded by cheque within 21 working days following your booking. Any proportion of the received bonds may be withheld at Council's sole discretion.
 - The facility will be inspected the first working day following the function and should a bond deduction be necessary Council will notify you of the details. The bond deduction will be made, if applicable, and the balance will be refunded. The maximum bond deduction will be limited to the amount stated in the Application Form and your receipt. Should Council incur costs greater than the bond, an invoice will be issued to you for the balance of funds owing..
- 4.5 A Regular Hirer is required to pay the hire fee for the first month of bookings in advance. Following this, a monthly invoice will be issued which must be paid within 14 days of receipt of the invoice.
- The bonds will be held for the duration of your bookings. In the event that the facility is left unsecure, unclean, or damaged. Council may issue you an invoice with accompanying details. You must pay this invoice within 14 days of its receipt and your bond will be retained for the remainder of your bookings. Any proportion of the received bonds may be withheld at Council's sole discretion upon your vacation of the facility.
 - If you default on the monthly payment, future bookings will be cancelled and access to the venue denied.
- 4.6 Where the use of a community facility extends beyond the time of hire, overtime charges will accrue at the fixed hourly rate, and be invoiced to you or deducted from the bonds held by Council. It is Council's sole discretion whether to deduct the amount from the bond or invoice you.
- 4.7 Keys will be issued by Council to Regular Hirers and Casual Hirers who use a venue out of normal operating hours, except for the Strathfield Town Hall and Supper Room where a Council officer will grant you access. If a key needs to be replaced, the cost of the replacement key will be deducted from the Casual Hirer's bonds. If a key needs to be replaced for a Regular Hirer, Council will invoice the Hirer for the cost of a replacement key.
- 4.8 Council provides Community Rates for the hire of some of Council's Community Facilities for activities providing community benefit and service to the Strathfield Local Government Area, which can be qualified and supported by documentation, in accordance with Council's Hire of Community Facilities Policy.
- 4.9 If a community facility is left unsecure and Council's Security Service are called to a facility, the regular hirers will be invoiced the Security Call Out Charge whereas the charge will be deducted from a casual hirers bond.
- 4.10 Cancellation of a booking must be provided to Council in writing. Council will send confirmation of the cancellation of a booking and cancellation fee by post or email.

- 4.11 Cancellation of Booking – Should a booking be cancelled the following charges will apply to the hire fee only:
- (a) If over one months notice 10% cancellation fee shall apply
 - (b) If less than 1 months notice 20% cancellation fee shall apply
 - (c) If less than 1 weeks notice 50% cancellation fee shall apply
- 4.12 Change to a regular booking will incur a fee. This fee will be added to the regular hirer's next monthly invoice
- 4.13 Cleaning fee – should council incur a cost for additional cleaning of a community facility an invoice will be issued to the hirer to cover this cost if it exceeds the amount of the hirers bond

5. YOUR RESPONSIBILITIES

- 5.1 You must leave the facility in the same condition as it was when you accessed it. Preparation, or setup, of the facility is your responsibility.

Note: Access to the Strathfield Town Hall and Supper Room for Casual Hirers only is provided 30 minutes prior to the commencement of the booking for setting up, and for 30 minutes after the use for cleaning. Regular hirers will need to include setup and cleanup as additional time in your hire time for your activity.

For all other venues, you will need to include setup and cleanup as additional time in your hire time for your activity.

- 5.2 You shall not sub-let the facility, or any part thereof.
- 5.3 You must ensure access is freely available to all stairways, exits, fire escapes and doors at all times. All fire exits must be kept free from any obstruction and NOT used as a thoroughfare.
- 5.4 You are responsible for the safety of any person attending the facility during the activity. Council is not responsible for any damage, loss or injury (including death) suffered by any person whilst attending the facility.
- 5.5 You, as the contact person, are responsible for the conduct of people and activities in the facility and for maintenance and preservation of good order during the period of hire.
- 5.6 You must ensure that the number of people attending the activity does not exceed the capacity of the facility as this could result in a loss of bond or refusal of future bookings. Council's Rangers and/or authorised officers may conduct spot inspections of attendance levels to ensure compliance.
- 5.7 All persons attending your activity must observe parking rules and regulations. Any vehicles found to be parked illegally during the event, including vehicles obstructing driveways or parked on the footpath, will receive an infringement notice. *You are to announce this condition at the commencement of the activity.*
- 5.8 You must comply with the provisions of the *Child Protection (Working with Children) Act (2012)* and the *Children and Young Persons (Care and Protection) Act 1998* and all other laws in force. Children are to be supervised at all times by a responsible adult.
- 5.9 You occupy and use Council facilities at your own risk and hereby release Council and Council's agents, servants, contractors, and employees to the full extent permitted by law from all claims, actions, losses, costs, expenses and demands of every kind. You agree that Council does not have responsibility or liability for any loss of or damage to persons, fixtures or personal property.
- 5.10 You will and do hereby indemnify the Council from and against all actions, claims, demands, losses, damages, costs and expenses for which Council shall or may be or become liable in respect of or arising from your occupation of the facility.

5.11 Some Council Facilities have timber floors. It is the hirer's responsibility to ensure the following: "Splinters are an inherent risk associated with timber floors and eliminating the risk is almost impossible. In order to mitigate this risk the following activities are prohibited:

- sliding or pulling across timber floors,
- walking barefoot, and
- sitting/ kneeling on bare timber floors."

6. USE OF COMMUNITY FACILITIES

6.1 For use of the Strathfield Community Centre and use of the Libraries 'Out of Hours of Operation', the key and alarm code must be obtained and signed for at Council's Customer Service located in the Administration Building at 65 Homebush Road, Strathfield.

- Casual Hirers - the key must be returned on the next business day; and
- Regular Hirers – the key must be returned at the end of the hire period.

6.2 Access is permitted only to the room or rooms hired.

6.3 No person shall bring into the facility, any helium balloons, confetti, chewing gum, fireworks, a naked flame (including candles) of any sort or any other articles deemed by Council to be objectionable.

6.4 Alcohol shall not be brought into the Strathfield Town Hall and/or Supper Room or Strathfield Community Centre unless permission has first been obtained from the General Manager and even then only in approved quantities.

In all cases, you must complete and return the NSW Police Party Pack to Council seven(7) days prior to the function. This pack will then be forward to Local Police Command for their records.

Alcohol is not permitted in either the Strathfield Main Library or High Street Community Library.

The sale of alcohol is not permitted at any time in any Council facility.

6.5 The selling of products, from all Council Community Facilities is prohibited unless prior written permission from Council is granted.

6.6 Expressed permission of the General Manager must be obtained for live music to perform in the Strathfield Town Hall and/or Supper Room.

6.7 Smoking is not permitted in any Council facility.

6.8 You are not to insert any nail, tack, screw or other thing into any part of the facility. You may only hang items on existing hooks. You must not remove or interfere with any chattel from the facility. Decorations may only be displayed by the use of 'blu-tac'. Under no circumstances shall adhesive tape be used.

6.9 Ladders are not supplied for use by Council. Should you intend to display decorations (using 'blu-tac' only) you are responsible for providing your own ladder. The use of tables and chairs to affix decorations is strictly prohibited.

6.10 The attachment of posters or advertising material of any description to any surface of the building is prohibited.

6.11 The use of confetti, glitters, sprays, poppers, streamers, powders and rice etc. is not permitted in any Council facility.

6.12 Your use of Council facilities must not cause inconvenience to residents. Noise emanating from the activity must not exceed 5 dba above background noise level. Council may issue an enforcement notice and/or withhold bond money if noise exceeds 5dba.

- 6.13 Tables and chairs must not be dragged over the polished timber floor of Council's facilities. You are responsible for ensuring that tables and chairs, when required to be moved, are lifted and carried. Chairs are to be packed away in stacks of 10 and returned to their original location after use.
- 6.14 The facilities are hired in accordance with these Terms and Conditions, and the payment of any sum by way of hire fee, and the issue of any receipt for such sum by or on behalf of the Council, is deemed acknowledgement and acceptance of these terms, conditions and related policy.
- 6.15 All persons are required to leave the premises in a quiet and orderly manner so as not to disturb residents.
- 6.16 Animals are not generally permitted in Council buildings with the exception of assistance animals as defined by the *Anti Discrimination Act 1977* or where written consent is given by Council.
- 6.17 Community Facilities are not permitted for hire on public holidays

7 SECURITY, CLEANING AND DAMAGE

- 7.1 You are responsible for, and shall make good, any loss or damage occasioned to the facility, chattels and other property during your occupation of the facility.
- 7.2 All lights and air-conditioning at Council's facilities (where applicable) must be turned off and the alarm system activated (if there is one) before the building is vacated (separate instructions concerning alarm systems will be provided). You must also ensure that all exterior doors, internal doors and server hatch are closed.
- 7.3 If a community facility is left unsecure and Council's Security Service are called to a venue, the regular hirers will be invoiced the Security Call Out Charge while the charge will be deducted from the casual hirers bond
- 7.4 Council is not responsible for the loss of or damage to any property whatsoever belonging to any person attending the activity.
- 7.5 Kitchens in Council's facilities, including all surfaces and appliances, must be thoroughly cleaned and restored to the condition they were in prior to your occupation of the facility. Council will engage cleaners where required and any and all costs incurred shall be forward to you or deducted from the bonds prior to approval for the refund of any balance remaining. Should Council incur costs in excess of the bond, an invoice will be issued for the balance of funds owing.
- 7.6 Council's facilities must be left in a clean condition and all goods, decorations, materials or property you bring, or allow to be brought, into the facility must be removed from the facility immediately following the activity, otherwise they will be removed by Council and the cost of so doing shall be charged to you.
- 7.7 No appliances, fittings or fixtures shall be interfered with in any way.
- 7.8 Cleaning fee – should council incur a cost for additional cleaning of a community facility an invoice will be issued to the hirer to cover this cost if it exceeds the amount of the hirers bond