

# Conditions of Regular Hire: Council Venues

**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 regular hire are to be made by completing and submitting to Council a 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.
- Regular bookings may be made over a maximum period of twelve (12) months.
- A booking is not confirmed until the Hirer has received a booking confirmation from Council.
- Council endeavours to have the venue maintained to an acceptable standard prior to the booking

## FEES AND CHARGES

- For regular hirers, a link to Council's payment portal will be provided via email, along with the Booking Confirmation letter, any other required documentation, and the total amount payable. Regular Hirers are required to pay 50% of the Season Booking Fees to Council upon receipt of the Booking Confirmation letter and/or before the booking commences.
- 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. For bookings cancelled less than (fourteen) 14 days the hirer will still be responsible for payment of the hire fees.

### 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.

## ACCESS TO VENUE

- The Hirer will be issued keys to the facility after a key deposit is paid.
- 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.

- If there is a security system within the venue, the Hirer will be provided with instructions on the use of the system including the code to arm and disarm.

## 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, rose petals, paints, chewing gum, pyrotechnics (fireworks), illegal or hazardous substances, fog machine/fog generator/smoke machine (or similar), firearms, barbecues or spit roasts lit anywhere inside 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).
- 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)
- Smoking is prohibited:
  - a) inside the Venue.
  - b) within 10 metres of any children's playground equipment.
  - c) within four (4) metres of any pedestrian entrance to or exit from the Venue.
- The Hirer must comply with the current NSW restrictions on certain Single-use plastics, as advised by the Department of Planning and Environment. <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw/banneditems>

## ALCOHOL AND FOOD CONDITIONS

### ALCOHOL

- 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.

### FOOD

- 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 12.00am (midnight) on Friday, Saturday, Sunday or any day preceding a public holiday, and
  - b. from 10.00pm 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 store any chemical or flammable liquid as per the Safety Data Sheet which must be GHS compliant and accompany the chemical or liquid. Storage must also comply with the Dangerous Goods Legislation.
- The Hirer must familiarise themselves with the following Venue information
  - safe access, egress points and first aid kit location.
  - emergency exits, evacuation plan and external assembly point.
  - 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:
  - working at heights, including on ladders, elevated platforms, scaffolding or rigging.
  - working in designated confined spaces, below the stage area or in the roof cavity.
  - 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.
- 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). Any electrical equipment bought in by the hirer will require prior approval by Council and will need to be tested and tagged by a licenced electrician.

## GENERAL CONDITIONS OF USE

- The Hirer is responsible for setting up and putting away tables and chairs.
- The Hirer accepts full responsibility for:
  - a. any loss or damage to the Venue, Venue surrounds or any Venue equipment/fittings/furniture during the hire of the Venue.
  - b. any loss or damage to equipment or property brought into the Venue (whether by the Hirer or attendees) during the hire of the Venue.
  - c. 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 amendment to this clause is to be sought with Council by the hirer 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 AND CHILD PROTECTION

- All Hirer's should be incorporated and hold a current Public Liability Insurance policy for a minimum of \$20 million which indemnifies Council from and against all claims arising from The Hirer/organisation's legal liability as a result of its occupancy. A copy of your current Public Liability premium should be supplied to Council.
- 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 accepts full and complete responsibility for any loss of or damage to any personal property (including money, jewellery and credit cards), property on hire or loan or any contents stored in the facility. The Hirer group must obtain their own insurance.
- NSW Child Protection Legislation - Hirer's who provide services for children and wish to use or hire Council's facilities must have appropriate Child Protection policies or procedures in place. For further information on the Child Protection Checklist please contact NSW Sport and Recreation on 13 13 02.

## 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 \$4,000 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

## **PANDEMIC SPECIAL CONSIDERATIONS**

For bookings taken during a 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 a 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.

## **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.