northern beaches council

NORTHERN BEACHES COUNCIL COMMUNITY CENTRES TERMS & CONDITIONS

1 General Conditions of Use

1.1 The Community Centres Policy provides a framework for the management and use of community centres.

1.2 It is the hirer's responsibility to ensure that the centre is safe and secure. For after-hours emergencies such as power failure, blocked plumbing etc, hirers are to phone Northern Beaches Council's 24 hour number **1300 434 434**. An emergency call out fee may be applicable if the call out is due to the hirer's actions.

1.3 Final confirmation of booking(s) is subject to Council review of application, required documentation and payment.

1.4 The hirer undertakes that in connection with the use or occupation of the premises the hirer will not permit or suffer anything to be done which is disorderly, offensive or illegal.

1.5 The hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the hirer's booking.

1.6 It is the hirer's responsibility during the hire period to restrict access to the general public to the venue's facilities where applicable, including community centre internal toilets and enclosed playgrounds. Community centre facilities are only for those who are attending an activity at the centre, with the exception of the public toilets at Forest Community Arts Centre and Avalon Recreation Centre during business/Library opening hours.

1.7 The hirer must be at least 18 years of age. Proof of age may be required. The hiring is personal and not transferable.

1.8 The premises cannot be assigned or sub-let. The online portal is not be used to make bookings on behalf of another person or group that is not the direct hirer.

1.9 A casual hirer is required to be present at the premises for the duration of the period of hire.

1.10 No animals are permitted in Council buildings, other than assistance animals or official animals of the NSW Police.

1.11 Council's Community Centres are multipurpose, and Council cannot guarantee a certain noise level. Noise may be generated from hirer's activities and tradespeople occasionally.

1.12 Wi-Fi is provided at some venues at no extra cost. Council cannot guarantee the speed or reliability of the service/signal and it is intended for community use only such as for meetings and presentations. A back up option is recommended for commercial/business use.

2 Hirer's Obligations

2.1 The hirer must advise Northern Beaches Council in writing the type of activity that is to take place in connection with the hirer's booking. The premises should only be used for the purpose shown on the completed application for hire and as agreed by Council. Usage of the venue will be permitted only for the part of the premises which is booked and where the fee has been paid.

2.2 The hirer must not make any changes, additions, building works to structure or grounds of the centres without prior written Council consent.

2.3 Hirers conducting activities for children are bound by NSW Child Protection Legislation and are required to undertake 'Working with Children Checks' for all persons working directly with children. It is the responsibility of the hirer to ensure this process is followed.

2.4 Council's Child Safeguarding Policy requires regular hirer's conducting activities for children and young people aged under 18 years of age to complete and adopt their own 'Child Safe Policy'.

2.5 The hirer is responsible for ensuring that children are always in the company of a responsible adult, and that access is monitored in an appropriate manner, including drop off and pick up of children to activities at the centres.

2.6 Unless otherwise specified, all consumables, crockery and event-related items required for the booking are to be supplied by the hirer. The availability of tables, chairs, kitchen equipment, cleaning equipment, audio-visual equipment and other facilities varies across venues and rooms. The hirer is responsible for verifying the facilities provided at their selected venue prior to the booking.

3 Bookings

3.1 The hirer is responsible for checking and confirming their approved bookings are correct. Regular bookings can be checked online 24/7.

3.2 The hirer must only enter/use the space(s) listed in their approved booking. Please note that community centre bookings do not include adjacent car parks or reserves. Enclosed grounds within the community centre may be included.

3.3 Community centre hire will be cancelled if the space is not being used appropriately e.g. reserving space in case of wet weather or not using the space as approved.

3.4 All hirers and attendees must not exceed the advised capacity of the venue booked.

4 Period of Hire

4.1 The booking period must include time for attendee arrival, set up, pack up and cleaning within the times stated on the hire application form. Any exception to this is to be approved by Council. Council may request to extend hire time if hirers are found breaching their approved booking.

4.2 Early entry or failure to vacate the facility at the end of the hire period will incur the penalty fee plus a minimum of 1 hour hire. Future bookings may be cancelled if hirers are found in a building outside the approved application.

4.3 Bookings, other than functions, are a minimum of 1½ hours unless written approval is given.

4.4 All functions are a minimum of 4 hours unless written approval is given.

4.5 Casual hire past 7pm on a Friday and Saturday night may be charged the function rate. Any exception to this must be approved by Council.

5 Cancellations and Booking Changes

5.1 Council reserves the right to refuse any confirmed booking or request, to cancel or relocate any hirer to another suitable centre if such action is considered necessary. Regular or casual hirers may be asked to relinquish their booking because of an emergency, multi-day event, exhibition, election, maintenance etc., or to allow better use of all rooms within a community centre. If the alternate facilities cannot be found or are not suitable, the booking fee will be refunded. Where possible, a minimum of 4 weeks' notice will be provided to the hirer.

5.2 New regular hirers must pay upfront the equivalent of four weeks rental. If the booking does not go ahead, the full amount is forfeited.

5.3

Cancellation of Bookings	**Outcome**
If the Booked date is outside 14 days.	This will incur a Cancellation Fee. **Per instance, not for each cancelled date.*
If the Booked date is within 14 days.	This will incur a 100% forfeit of the booking date total. **Cancellation Fee not applicable.*

Changes to Bookings	**Outcome**
If requested changes have been made to a confirmed Casual booking.	This will incur an Administration Fee per instance.
If requested changes are within first 7 days of the month (for the next month) for a confirmed Regular Booking.	Changes can be made without penalty. *For e.g. A hirer emails on 4 October to make changes to November booking, admin fee is not applicable.*
If requested changes are made after first 7 days of the month (for the next month) for a confirmed Regular Booking.	This will incur an Administration Fee per instance (not per date). *For e.g. A hirer emails on 11 October to make changes to November booking.*

**The Administration Fee is not charged for new bookings or adding additional time. Refer to Council's adopted Fees & Charges for more information.*

5.4 All new and additional bookings or changes must be approved in writing prior to entry to any of Council's Community Centres.

5.5 If a regular hirer does not use the space for more than two consecutive bookings, Council has the right to review the allocation of the facility.

5.6 Cancellations due to serious extenuating circumstances (including illness of the hirer) may be credited (valid for 12 months) or rescheduled within the same month without penalty. Proof may be required. Bookings unable to be credited or rescheduled will be forfeited.

6 Parties and Functions

6.1 If booking the premises for a larger social function, it is recommended the hirer register the party with local police. It is not necessary to advise the police of a children's (under 13 years) birthday party. Youth Functions (14-24 years) must be registered with police and on party registration (http://www.police.nsw.gov.au/online_services/party_safety/party_registration)

6.2 Function hirers may need to contract a licensed security company at the ratio of one guard per 50 people. Proof of payment is to be provided to Council before the event can be approved.

6.3 Youth functions are assessed on a case by case basis and are subject to strict additional conditions of hire.

7 Fees and Payments

7.1 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.

7.2 All casual hire fees, including bonds, are to be paid at the time of booking.

7.3 Refunds must go back to the original hirer. The refund must go back to the same account and person who paid for the booking. Council is not responsible if the refund goes to the incorrect account based on the account details provided. Council may require proof of payment for the booking from the account nominated for payment of the refund.

7.4 Regular hirers must pay in advance. Invoices are sent mid-month and are payable within 14 days.

7.5 Failure to make payment by the invoice due date will incur a late fee per instance which is determined by Council and documented in the fees and charges. Ongoing late payments and debts may result in hire being cancelled. Invoice due dates can be checked online 24/7.

7.6 No discounts are given to set up and pack up time. All set up and pack up is charged at the approved hire rate. Overnight bookings such as exhibitions may not be charged from 10pm to 8am. This is reviewed by management on a case by case basis.

7.7 Where regular hirers have exclusive use of premises they may be required to pay for cleaning, electricity, telephone and other utilities.

7.8 To apply for a concession or not-for-profit rate, an application will need to be completed and assessed by Community Centre Management.

7.9 Cheques will not be accepted within 14 business days of a booking.

7.10 No credit card information will be accepted by any Council employee by email or fax.

8 Emergency Procedures

8.1 The hirer must familiarise themselves with the Emergency Evacuation Management Plan for the premises. Hirers are responsible for evacuating the premises in the case of an emergency.

8.2 The hirer must take direction from Council Officers in the case of an emergency, when such officer is present.

8.3 The hirer must ensure that all exit doors and access to fire equipment are kept clear.

8.4 The hirer is responsible for ensuring that firefighting equipment is not discharged, used or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.

9 Safety

9.1 Hirers are to consider safe practices at all times during their hire period.

9.2 Any accidents/near accidents should be reported to Council in writing, providing full particulars of the incident including the contact names, numbers and addresses of witnesses and the injured person.

9.3 Hirers are responsible for supplying the Material Safety Data Sheet/s (MSDS) for all hazardous substances and dangerous goods brought on to the premises. There is to be no use of hazardous chemicals without prior permission from Council and SDS presented.

9.4 All reasonable steps must be taken by the hirer to satisfy themselves that there is no reasonable risk of injury to any person participating in the hirer's activities.

10 First Aid and Defibrillators

10.1 Council does not provide defibrillators or first aid kits in multiuse unstaffed centres. All hirers must supply their own first aid kits and ensure they have adequate training to perform first aid if required. Groups are also to provide their own defibrillators if necessary. First aid kits and defibrillators must not be left on the premises unless locked away.

11 Equipment and Fittings

11.1 Hirers are responsible for setting up and packing away any furniture and equipment used during their hire period. All tables, chairs and other equipment are to be wiped clean by the hirer before being put away as per directed and/or instructed in the information pack. All furniture should be returned to the store room or left where originally found ensuring that all fire exits are left clear at all times. Items must be stored in a safe way allowing easy access or as instructed by Council.

11.2 The hirer must not remove or permit the removal of any furniture, equipment or contents from the Centre without the written permission of Council.

11.3 All equipment belonging to the hirer shall be contained neatly within the agreed storage area and must not obstruct or hinder other users of the premises.

11.4 All electrical equipment brought in by hirers must display a current tag that the item has been tested and tagged by a qualified electrician. Any untagged items left in the Centre will be removed.

11.5 Furniture and equipment in community centres are approximate only and numbers may vary. Council reserves the right to remove/replace at each centre as it deems necessary. If the hirer requires additional furniture and equipment to those available then it is the hirer's responsibility to organise.

11.6 It is the hirer's responsibility to ensure that all furniture and equipment brought in is delivered and removed within the approved hire period. Failure to remove furniture and equipment may result in Council removing it at cost to the hirer.

12 Damage/Loss of Property

12.1 It is the responsibility of the hirer at the commencement of the hire period to inspect the premises to ensure the condition is safe and fit for the purpose of the hire. Noticeable damage to the premises is to be reported to Council immediately, otherwise it will be assumed that this damage occurred during the course of the booking. Any untidiness or issues with the premises prior to the booking must also be reported to Council.

12.2 The hirer must not place or use any substance on the floors, walls or other surfaces that would damage or alter the surface.

12.3 The hirer is responsible for the full cost of any damage caused to the premises, grounds, furniture or fittings during the course of the hirer's use of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.

12.4 Council does not take any responsibility for the loss or damage to the hirer's equipment, furniture or personal possessions in any of the centres. Council has the right to dispose of any incorrectly stored items.

12.5 The hirer is not permitted to use any adhesive materials, including but not limited to tape, on any internal or external wall or floor surfaces.

13 Alcohol

13.1 Alcohol is permitted to be consumed in a community centre for approved bookings.

13.2 Hirers selling alcohol at their function must request a temporary liquor licence from the NSW Office of Liquor, Gaming and Racing. It is the responsibility of the hirer to obtain a liquor permit.

northern beaches council

14 Cleaning

14.1 Hirers are responsible for ensuring that the hired space is left clean and is ready for the next user. This includes wiping down benches, tables, stoves and sinks; removing all items from the kitchen, including in the fridge, decorations; mopping up spills and sweeping/mopping the floor. Any spillage on the floor should be cleaned immediately by the hirer to avoid the likelihood of injury, possible liability and damage to the floor surface. Mop the floors with room temperature water only; no detergent.

14.2 Rubbish is to be placed in bins provided. Bin liners are to be tied and full rubbish bags are to be placed in external bins. Should the exterior waste bins be full, the hirer is responsible for removing their waste or any overflow from the centre. An extra charge for litter bins/rubbish collection per bin may apply if additional bins are required.

14.3 Hirers are required to bring their own cleaning materials, cleaning sponges, tea towels, and garbage bags for extra rubbish.

14.4 If additional cleaning is required after the hire period the cleaning charge per hour will be charged.

15 Storage

15.1 Council reserves the right to review the allocation of storage at any time.

15.2 Regular hirers are charged storage fees annually and are not pro-rated.

15.3 Storage facilities are for storage of equipment that is used inside, not for equipment that is used for activities not related to community centre hire.

15.4 If the hirer who has been assigned storage decides to share the area then it is at the hirer's risk. Council is not responsible for any loss or damage.

15.5 Any storage provided is available solely for the duration of the approved hire period. The hirer is responsible for ensuring that all items are removed by the conclusion of the booking. Council does not accept responsibility for items left beyond this time and reserves the right to remove or dispose of such items.

16 Noise Control

16.1 Noise generated by music and/or human activities (shouting, vehicles etc.) must be kept to an acceptable level and not cause an annoyance to neighbouring premises. Any music played must be kept to a reasonable level to avoid disruption to any other hirers at the premises. Failure to reduce noise levels at the request of either a Council official or the police will result in the activity being stopped and any future bookings cancelled.

16.2 All music or amplified sound must cease at 12 midnight on Friday and Saturday nights, and 10pm on weeknights, unless advised of an earlier time for specific centres or for any reason. All hirers must follow the Protection of the Environment Operations (Noise Control) Regulation 2017.

17 Keys/Swipe cards

17.1 If keys/swipe cards are lost the key replacement fee is charged.

17.2 It is the hirer's responsibility to arrange a time within business hours to collect the key. If the key is not collected hirers will not be permitted access and no refund will be given.

17.3 Following the completion of hire, keys must be returned within 3 days.

17.4 For regular hirers, two keys per organisation are issued free of charge. If additional keys are required, the hirer will be charged a key issue fee for each additional key.

18 Advertising

18.1 It is the responsibility of the hirer to promote and advertise their own activities and services. All promotion of activities provided by Council is subject to continuous review and is not guaranteed.

18.2 Temporary banners, signage or A-frames can only be erected by the hirer during the hire period or with the prior approval of Council. Hirers are not to erect or display any sign or notice on the premises without the prior written consent of Council. Permanent individual signs on community centres advertising user groups are not permitted. Any illegal signage found will be disposed of.

19 Decorations

19.1 The hirer is not permitted to use any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces. Nails, screws or any other fastenings must not be driven into or attached in any way to the walls, floors, timberwork, furniture or fittings. Confetti, glitter or similar products are not permitted in or on the grounds of the community centre. The hirer is liable to Council for full restoration, cleaning and repair costs in connection with any damage resulting from this action.

19.2 The hirer is not to attach decorations or any other material to any fans, heaters or electrical fittings.

19.3 In accordance with Council's Single Use Plastic Policy and Waste Minimisation for Functions and Events Approved by Council Policy, please refrain from using balloons. Northern Beaches Council requests people use other environmentally sustainable decorations. Hirers may also be supplied a 'Swap this for that' brochure to assist in avoiding single use plastics. The release of gas-filled balloons is strictly prohibited.

20 BBQ/Naked Flames

20.1 Anything requiring a naked flame, including but not limited to candles and incense, are prohibited. Candles on cakes are permitted under the direct supervision of the hirer.

20.2 Barbeques and Spits (subject to approval) must be used outside the community centre only and placed on a BBQ mat fit for purpose.

20.3 Hirers are responsible for the full cost of any fire brigade callouts, including false alarms. This includes but is not limited to callouts for smoke machines, cigarettes, burning food, aerosols etc.

20.4 The use of smoke machines must be approved by Council. Smoke machines can set smoke alarms off, prompting a fire brigade callout.

21 Prohibited Items

21.1 Open flames, fireworks, flammable or combustible liquids, toxic or corrosive chemicals of any kind, kerosene or spirit-type lamps are not permitted.

21.2 Smoking and vaping is not permitted on the premises, including enclosed grounds.

22 Miscellaneous

22.1 The hirer must comply with all relevant legislation, regulation and controls. Including but not limited to public health, workers compensation, sale and supply of liquor and copyright (including music). The hirer must comply with the Public Health Regulation 2012 for bookings such as funerals etc.

22.2 Council may request hirers to supply protective material on/under equipment to prevent floor damage.

22.3 These conditions are subject to change at any time.

22.4 Hirers who use the centres for sporting activities accept the rooms/courts in their current configuration and condition.

22.5 To prevent floor damage, appropriate shoes must be worn for all sport activities in Council's halls.

23 Public Liability and Indemnity

23.1 Council recommends Public Liability Insurance of at least $20M for all hirers. Public Liability Insurance is required for contractors, high risk activities (e.g. contact sports, martial arts, gymnastics etc), events that charge a fee, sporting bodies, clubs, associations, organisations, corporations and incorporated bodies, commercial and profit making events and organisations. Council may request a copy of the Certificate of Currency at any time.

23.2 If engaging an external service, (catering, jumping castle, entertainer etc.) to attend the centre, the hirer must hold a copy of their Public Liability Insurance. It is the hirer's responsibility to make sure the external service has Public Liability Insurance.

23.3 It is the hirers obligation to determine if Public Liability Insurance is required, and make sure it is current, appropriate, and valid. Council recommends asking Community Centre staff if uncertain. The hirer is not to void the insurance at any time during the hire period. It is the hirer's responsibility to ensure that they renew their public liability insurance on time with no lapsed time.

23.4 The hirer is not to void the insurance at any time during the hire period. It is the hirer's responsibility to ensure that they renew their public liability insurance on time with no lapsed time and forward the Certificate of Currency to Council.

23.5 The hirer must immediately notify Council of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Council informed of developments concerning the claim.

23.6 Casual and regular hirers indemnify Council from and against all actions, suits, claims, demands and costs, charges, damages and expenses for which the Council may become liable for or in respect of the death or personal injury or damage to or loss of property, which may arise from the use of the premises. The hirer will occupy and/or use the community centre at his/her own risk, including for but not limited to sporting activities.

23.7 The Parties to this Agreement expressly agree this Agreement is not to be construed or interpreted as either a lease or a licence.

24 Sale of Merchandise in a Community Centre

24.1 Art and creative exhibitions/shows may be permitted to sell items if the proceeds benefit a not-for profit group, or have a wider community benefit. All hire is subject to approval.

24.2 Commercial sales may only be permitted at centres zoned accordingly, where space is available. Regular hirers will not be cancelled to accommodate commercial events.

25 Pottery Rooms

25.1 Pottery Rooms are subject to additional terms and conditions upon hire.

25.2 Kilns are not available for hire outside of group activities and classes.

26 Termination of Agreement

26.1 Failure to comply with any of these conditions will result in your booking being cancelled by Council. Any breach of the terms and conditions including providing misleading or incorrect information on an application may result in immediate termination and forfeiture of the casual bond.

Regular Hirers Process

Council reviews regular hire arrangements on an annual basis and regular hirers must reapply yearly. Past history of hirers will be considered.

Council cannot guarantee that existing arrangements will be approved in future years. Allocations are reviewed each year to allow new and existing hirers equitable access to community centres.

Council will notify regular hirers in writing during the last quarter of each year to confirm allocation for the following year.

Bookings will be allocated on a priority basis to activities with the greatest benefit to the Northern Beaches community in accordance with Council's social, recreational and cultural objectives and programs.

Facilities will be accessible by multiple users and not dominated by individual groups to the detriment of others.

Bookings are not confirmed until an application has been submitted and approved by Council and payment has been received. The hirer needs to make sure they have relevant documents including Public Liability Insurance, if applicable.

GLOSSARY

Community Centre Fees & Charges Definitions

Council's Community Centre fees & charges are designed to be affordable and flexible for a wide range of community use.

Fee	Definition
Hire Fee / Standard Hire	For private hire or where a fee is charged by an individual or business for the purposes of holding the proceeds for gain.
Not-for-profit organisations	Not-for-profit incorporated organisations and unincorporated not-for-profit associations and interest groups who do not charge a fee and provide a community benefit from the activity. This fee is not for individuals who are charging for an activity or program (refer to Hire Fee for private hire).
Concession	Not-for-profit groups who have no or limited capacity to raise funds to pay for hire fees and are operating for the benefit of the wider community in terms of health and welfare. This category could also include a hirer who is conducting an activity for a health/welfare benefit, limited class numbers and charging minimal fees to those attendees who may have limited capacity to pay, e.g. frail aged seniors, people with debilitating health conditions. Application and approval process by management.
Function	A one off social event/gathering, usually food served this includes children, adult's parties and family gatherings. The function rate is established to cover some of the impact on the community centre, services and waste.
Art Exhibition/Workshop Daily Rate	Applicable to casual art related activities. Charged per day.

Definitions of Hire

Term	Definition
Regular Hirer	Regular pattern of hire, reviewed annually on a calendar year basis.
Casual Hirer	One off hire or infrequent pattern of hire.
Community centre	Includes a hired building and immediate surrounding areas i.e. enclosed playgrounds.
Youth Functions (Booking - Event / Party / Function / Social Gathering (14-24 years)	For community centre purposes a youth function is considered a function for individuals from 14 to 24 years old, subject to discretion of management. Please refer to the Youth Function Additional Terms and Conditions.