



# TERMS AND CONDITIONS

For the use of Public Halls, Community and Recreation Centres and Meeting Rooms

Recreation Facilities and Programs  
Revised: September 2020

## GENERAL CONDITIONS

1. The Hirer may only use the venue for the purposes shown on the "Confirmation Letter". Only the specific areas confirmed may be used and only for the day(s) and time(s) confirmed to them. Any time required for setting up the venue or for cleaning up at the end of your event must be included in the period booked. The venue must be vacated by the time stated in the confirmation letter.
2. Bookings for main halls and meeting rooms on weekdays (including evenings) are for a minimum of 1 hour. On Saturdays (day and night) and on Sundays up to 6 pm, bookings are for a minimum of 4 hours for main halls and 2 hours for meeting rooms and in half hour periods thereafter. If the confirmed booking time is exceeded, the additional hire fees payable will be deducted from the refund of the bond or invoiced to the Hirer.
3. The Hirer must be at least 21 years of age – proof of age is required.
4. Special conditions may be imposed for some types of events, including additional security requirements. All parties must be registered on the NSW Police Force website.
5. The stated maximum capacity of the venue must not be exceeded at any time.
6. Hirers should be aware that the use of the facility may result in an action for damages against them due to an allegation of negligence.
7. Council reserves the right to refuse a booking due to non-disclosure or supplying misleading information.
8. Council reserves the right to refuse applications for hire based on its discretionary assessment.
9. The Hirer must ensure that no games of chance, gambling or any other kind of illegal activities are conducted in the facility during their period of hire
10. The Hirer must acknowledge that legislation exists at State and Federal level, which makes acts of discrimination,

vilification, incitement, offensive conduct and public disorder unlawful. The Hirer must commit to ensure there is no discrimination, vilification or incitement of hatred or violence against any person or persons by any speaker during hire of Council facilities. Breaching of this condition will result in the forfeit of the bond and the termination of current and future hire privileges. Further information is available at [www.humanrights.gov.au](http://www.humanrights.gov.au).

11. Inspecting the facility and surrounds prior to the hire period to ensure that the area is free from hazards.
12. Ensuring compliance with Child Protection Legislation – Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998.
13. No animals, except service animals, are permitted in the facility or surrounding grounds.

## COVID-19 Responsibilities

14. It is the responsibility of the hirer to adhere to the public health order and follow the latest advice of the NSW Government regarding COVID-19 restrictions, including, but not limited to, COVID-19 Safety Plan, physical distancing measures and maximum capacities for your activity and the facility.
15. It is the responsibility of the hirer to keep a record, including the contact details, of any and all attendees to their event.
16. Additional sanitizing and cleaning kits have been provided on site and it is the responsibility of the hirer to ensure that touchpoints have been cleaned before and after their event.
17. It is the responsibility of the hirer to practice good hygiene and any persons feeling unwell, or showing symptoms of cold or flu, should not enter the facility. Seek medical advice.

## HIRE CHARGES

18. Hire charges are set annually and are as per Council's current Schedule of Fees and Charges.



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19. For **Regular Hirers**, being organisations or Individuals hiring a Council facility more than 6 times in a calendar year, hire charges will be calculated and invoiced at the beginning of the financial year. Regular Hirer of main halls is only available during weekdays. Weekend (from Saturday until 6pm Sunday) hire is available in Meeting Rooms only.

Invoices have a 14 day payment period and if payment is not received by the due date, the booking may be cancelled and action may be taken to recover any outstanding amounts due. All payments for a previous financial year must be paid before any future bookings. Unpaid amounts may attract interest and enforcement fees.

The hire fees for additional bookings are subject to change upon assessment of application.

20. For **Casual Hirers** (those hiring a Council facility no more than 6 times in a calendar year), the hire fee must be paid within 14 days to confirm the booking. Hire charges must be paid no later than 1 month prior to the event.

For bookings made within 1 month of the event, the bond and hire charges must be paid immediately to confirm the booking. Access to the venue will not be allowed unless all charges are paid in full and all booking conditions are met.

## REFUND OF BOND

21. The bond may be refunded by:
- Direct Credit to a nominated Bank Account (bank account **must** be in the name of the customer on the Bond Receipt) – you must complete the attached Direct Credit form.

providing no additional charges/penalties have been charged.

22. The fees for any additional time or equipment or facilities used will be deducted from the refund amount, as well as the cost of any repairs or additional cleaning required. The venue may be inspected for any damage, including marks or stains on carpet, damaged paintwork or equipment, etc. following your hire period. The facility is to be left in a clean and tidy condition, with floors

swept, any spills cleaned up, kitchen equipment cleaned and all decorations and rubbish removed.

At its discretion, Council may retain part or all of a hirer's bond should the conditions of hire not be adhered to. This includes but is not limited to circumstances such as penalty charges for overstays, extra equipment/facilities used, repairs, damage to property or additional cleaning required as per Council's current Schedule of Fees and Charges.

## CANCELLATIONS/TRANSFERS

23. Cancellation of a booking must be made in writing to the Booking Officer.
24. Once the bond has been paid, the following cancellation charges will apply and may be deducted from the refund of any hire fees or the bond being held.
- Where a cancellation is received 14 days prior to the event date, 50% of the total hire fee will be charged.
  - Where a cancellation is received 7 days prior to the event date, 100% of the total hire fee will be charged.
  - Bookings made within a 7 day period that are cancelled will incur a cancellation fee of 100% of the hire charges.
  - Transferred bookings will incur the maximum cancellation fee if cancelled.
25. Council reserves the right to transfer any booking if a facility is required for a special function, public function, Council function or maintenance.
26. Where possible, the Hirer will be given at least a month's notice of any need to transfer a booking. All attempts will be made to relocate a booking. Council will be under no obligation to the Hirer to supply a venue if none are available. In these circumstances, Council may refund any portion of fees already paid if a refund is warranted.
27. Council will not be liable in any way for any loss incurred as a result of cancellation of hire.
28. Any alterations to a confirmed booking will be subject to a variation fee which will be included with booking fee as per Council's current Schedule of Fees and Charges.



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## INSURANCE

29. All Hirers shall be responsible for insurance covers (minimum \$20 million) pertaining to public liability for their use of Council's facilities
30. The Hirer must name Council as an interested party on the policy/certificate of currency
31. Insurance must remain current during all periods of hire. It is the Hirer's responsibility to ensure that Council is in possession of a copy of current insurance details at all times
32. Insurance may be provided by Council for Individuals and/or Social Groups making a casual booking for a private function. This cover will not be extended to Commercial or Incorporated Groups. An excess of \$2,500 will be payable by the Hirer for any public liability claims made under this policy.
33. Council is not responsible for property insurance covering all equipment and contents owned by the Hirer within the facility.

## RISK ASSESSMENT

34. The Hirer is responsible for **inspecting the building, surrounds, car park and associated amenities** at the commencement of each period of hire of the facility to ensure that they are free from obstacles or hazards. Council's permission to use the venue as agreed in the permission letter (Clause 1) does not in any warrant that the venue is fit for the proposed purpose. The Hirer is responsible to ensure that the venue remains fit for the proposed usage prior to conducting the activity.
35. The hirer must make themselves familiar with evacuation procedures and location of emergency equipment ensuring that all exit doors are free from obstruction. The hirer is responsible for making all attendees aware of emergency exits for the area.

## LIABILITY

36. *Neither Council nor its employees will be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusted to or supplying any article or thing to the Hirer by reason of any such article or thing being stolen, damaged or lost. The Hirer uses the venue at its own risk and is responsible for securing its personal property. Council is not responsible for any loss, damage or theft of any personal property left at the venue. The Hirer agrees to indemnify City of Parramatta, and its employees and agents against any loss or damage in any form sustained by the Hirer or any person, firm or corporation for liability as a consequence of the use of the area hired*

## ALARMS/SURVEILLANCE/CALL OUTS

37. Hirers must be aware that specific areas in Council's Community & Recreational facilities, including car park areas are under 24-hour video surveillance (CCTV). On application further information will be provided or is available from Council's Booking Office.

## LEGISLATION

38. The Hirer warrants to Council that he/she has, or will, at all times that are relevant to this agreement comply with all of its obligations under the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998 (both Acts hereinafter referred collectively as "the Child Protection Legislation") and, in particular, will comply with those obligations during the term of this agreement
39. The Hirer does hereby, and shall forever, indemnify Council from and against all claims, demands, actions and suits (and the cost thereof calculated upon an indemnity basis) arising out of any breach by the Hirer of any of its obligations under the Child Protection Legislation and/or any of the warranties herein contain
40. The Hirer is responsible for any claims legally payable for Copyright Fees or Performing Rights. If the Hirer wishes to transmit or reproduce television or sound broadcast, prior approval must be sought from Council. The Hirer must provide to



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Council a copy of the appropriate recording reproduction rights

## HIRER'S OTHER OBLIGATIONS

41. **Prohibited Items:** Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, spit roasts or kegs must not be used within the premises. Prior authorisation must be obtained from Council for the use of any candles and strict conditions will be imposed and must be observed (monitoring costs may apply at some venues).
42. **Decorations:** Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completed removed after the event (including any "blu tack" or similar that has been used). If any items remain, the cost of removal may be deducted from the bond.
43. **Breakages, theft or damage:** The Hirer is responsible for any breakages, theft or damage caused to the venue or supplied equipment. Should such an incident occur, the Council must be advised immediately. Where such loss exceeds the amount of the bond paid, the additional costs will be invoiced and must be paid within thirty (30) days of the date of the event. Unpaid amounts may attract interest and enforcement costs. Neither the Council nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the hirer or attending the event.
44. **End of Hire Period:** The Hirer must ensure that all lights, fans, heaters and cooking appliances are turned off, windows closed, and all doors locked prior to leaving the facility.
45. **Keys (if necessary):** Must be returned within 2 working days of the end of the hire period – failure to return keys may result in charges being incurred for replacing locks and all keys.
46. **No Smoking:** Smoking is NOT permitted within any Council facility. It is the responsibility of the hirer to ensure this condition is strictly enforced. Any cigarette butts in the surrounds of the

building are to be collected and placed in the garbage bins provided.

47. **Noise:** Amplified music and general noise levels must be kept at a reasonable level which will not disturb people living near the venue.
48. **Cleaning:** If the venue is left in an unsatisfactory condition that requires additional cleaning, hirers will be charged for this service even if the amount exceeds the total of the bond. If such costs exceed the amount of the bond paid, the additional amount must be paid within thirty (30) days of the date of the event. Unpaid amounts may attract interest and enforcement fees.
49. **Children:** are not to enter kitchen or kitchenette areas.
50. **Rubbish:** All rubbish must be removed from the facility at the completion of the hire to the Council bins provided outside. The Hirer must take with them any rubbish that will not fit in the exterior bins provided
51. **Alcohol:** The consumption of alcohol or sale of alcohol at the facility is prohibited unless prior written approval is provided by Council and the appropriate licence(s) is obtained.
52. **Incident notification:** Any injuries or attendance of emergency services (Police, Fire and / or Ambulance) that occur during a hire period that require medical treatment must be reported to Council no later than 4.30pm on the next working day.

## HIGH RISK FUNCTIONS

53. High risk bookings require at least 30 days' notice.
54. Council has several designated facilities suitable for high risk events. High risk functions are considered to be, but not limited to 16<sup>th</sup>, 18<sup>th</sup> and 21<sup>st</sup> year old birthday parties, youth events, large crowd events and live music events.
55. Hirers are required to register their function/event on the NSW Police Force website: All parties must be registered the NSW Police Force [www.police.nsw.gov.au](http://www.police.nsw.gov.au) > Online Services > Party Safety.



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Upon completion of the registration the hirer will be issued a registration number, this number is to be provided to Council not less than two weeks prior to the booking.

56. Liquor must not be sold or offered for sale at any time at a Council facility. This includes disguising the cost of the liquor in the price of a meal, admission or any other type of ticket or function cost.
57. Persons under the age of 18 years must not be served, supplied, to do so is an offence under the *Liquor Act 2007* and subject to a penalty/fine.
58. Licensed security guards must be employed at High Risk Functions for the duration of the function and evidence of security guard employment is to be provided to Council not less than two weeks prior to the booking. A minimum of one licensed security guard for up to 100 guests and thereafter, a ratio of one licensed security guard for every additional 100 guests.
59. Functions are to be contained within the facility, guests are not permitted to congregate in outside areas including car parks or streets.
60. To minimise opportunities for uninvited guests, only one door of the facility should be used for exit and entry and appropriate supervision must be provided at all times.
61. The event must not be openly advertised without prior written consent from Council.

This includes advertising via the internet including social media and forums.

## PRIVACY NOTIFICATION – COUNCIL FACILITIES

The personal information that Council has collected or is collecting from you is personal information for the purposes of the Privacy and Personal Information Protection Act 1998. The intended recipients of the personal information are officers within the Council. Data service providers are engaged by the Council from time to time, any other agent/contractor of the Council and other Statutory Authorities in accordance with Council's Access to Information Policy.

**The supply of the information by you is not voluntary.** If you cannot provide or do not wish to provide the information sought, the Council may be limited in dealing with your request. Council has collected this personal information from you in order to process your hire application. You may make application for access or amendment to information held by Council. You may also make a request that Council suppresses your personal information from a public register. Council will consider any such application in accordance with the PPIPA.

The City of Parramatta is the organisation that holds the information. Enquiries concerning this matter can be addressed to the Privacy Officer on 9806 5050.