

Venue Hire Terms & Conditions

1. General

The City of Parramatta (“Council”) agrees with the Hirer to the hire and use of the Facility referred to in Schedule Two for the purpose indicated on the date or dates and at the times shown and the conditions set out in this Agreement.

1.1. General

- a) All bookings are subject to availability. Bookings made less than the agreed notice period may not be able to be accommodated due to staffing related issues.
- b) All Hirers and guests must follow the [Conditions of Entry](#) for the Facility.
- c) Spa, steam, and sauna facilities are not available for events or bookable as part of Facility hire agreements.
- d) Council reserves the right to refuse applications for hire in its absolute discretion.
- e) Hirers must be 18 years or over to make a facility booking.

1.2. Facility Hire Agreement

Hirers must enter into a Facility Hire agreement with Council to secure their Facility booking.

1.3. Council Fees and Charges

- a) The Hirer will pay to the Council the amounts set out in the Fee Estimate (Schedule Three) for the hire of the Facility.
- b) The Hirer is aware of the amounts of all hiring fees and charges for other services and facilities associated with the use of the Facility.
- c) A full list of all applicable fees and charges can be found at <https://www.cityofparramatta.nsw.gov.au/the-pac>.
- d) Hire charges are set by Council each financial year. Bookings made for future financial years will have their fee estimate updated and additional invoices for outstanding balances as required.
- e) The **Fee Estimate (Schedule Three)** details the forecasted total fee and charges for the event. Where known in advance, these fees are detailed in this schedule, otherwise they will be invoiced post event or deducted from any Security Bond.
- f) The Fee Estimate (Schedule Three) details all the fees and charges associated with the booking and is based on the following items:

| Fee Type | Description |
|--------------------------|---|
| Facility Hire fee | is a fee that covers the provision, cleaning and equipment associated with the room or hire area for the agreed time. The venue hire time includes the set-up, pack up and cleaning time. |

| Fee Type | Description |
|---------------------------|--|
| Entry fee | <p>A per person fee and includes admission to the area of the facility that is booked for the event. The Fee Estimate will detail one of the following options for entry fees:</p> <p>Entry Fee included with Facility hire: Entry fees for each attendee/per person are itemised in the Fee estimate and are paid in advance by the hirer.</p> <p>Entry fees in addition to Facility hire: The applicable entry fees by each attendee/per person on arrival at the facility.</p> <p>All guests using the facilities on the event day that are not part of the invited or official guest group are required to pay the applicable entry fee i.e., Entry or spectator fees (including children). Any additional guests above the confirmed number will be paid for on the event day and entrance will be subject to capacity / availability.</p> |
| Additional Charges | <p>Additional items may be applied for in addition to the Facility Hire Fee. This can include:</p> <ul style="list-style-type: none"> • staffing costs • equipment hire • additional facility hire periods • additional spaces • Cleaning costs for excessive Cleansing & Waste requirements |
| Security Bond | <p>Some Hirers may be required to pay a “Security Bond.” It is Council’s absolute discretion to apply Security Bonds. Council is able to deduct from Security bonds any fees incurred during an event (e.g., additional hours or cleaning fees) or outstanding balances</p> |

1.4. Booking Confirmations for Facility Hire

| Confirmation Step | Requirement |
|--|---|
| To confirm facility, hire booking hirers must: | <ol style="list-style-type: none"> 1. Pay the confirmation deposit as specified in the Fee Estimate (Schedule Three) within 14 days of making your booking. 2. Return a signed copy of this agreement, indicating your acceptance of these Facility Hire Terms and Conditions and the Fee estimate to thepac@cityofparramatta.nsw.gov.au. |
| 14 days prior to your event hirers must: | <ol style="list-style-type: none"> 1. Pay the outstanding balance of the Fee Estimate, including payment for the Final number of attendees. |

| Confirmation Step | Requirement |
|-------------------|---|
| | 2. Submit copies of any insurance or documentation required as part of your hiring agreement as detailed in the Booking Summary (Schedule Two). |

Failure to comply with either of these confirmation requirements may result in your booking being Cancelled by Council and reallocated to another hirer.

1.5. Number of Attendees

- a) The minimum number of attendees payable will be detailed in the Bookings Summary (Schedule Two) of this Agreement.
- b) Final guest numbers are required 7 days prior to your booking; Hirers are required to pay the additional applicable entry costs when confirming your group numbers.
- c) There are no refunds for “no-show” guests.
- d) If additional guests can be accommodated on the day of the event, they will be charged the applicable fee upon entry on the day.
- e) Bookings attendees must not exceed the maximum amount of people for the allocated space. This information is available on our [website](#).

1.6. Access to the Facility

Council retains the right to control the Facility including all means of ingress and egress, and over the timing of opening and closing of doors and the admission of the public (including the right to refuse admission to any person or persons).

1.7. Departure from the Facility

- a) The Hirer shall leave the Site, its facilities and equipment in a clean, safe and proper condition as at the commencement of the hiring, to the satisfaction of Council, and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the Council.
- b) Council shall not have any liability in respect of loss of or damage caused to goods left in the facility.

1.8. Changes to Requirements

Any changes requested by the Hirer within 72 hours before the hiring, may incur an additional fee as specified in the schedule of fees and charges. Council may require this fee be paid prior to event commencement.

1.9. Insurance and Risk Assessment

- a) All Major and Exclusive Facility Booking Hirers must submit a copy of their Risk Assessment to Council prior to event commencement.
- b) All Major and Exclusive Facility hirers must provide a Certificate of Currency for \$10 million public liability insurance with an insurer acceptable to Council and note Council as an interested party.

- c) The insured party name on the Certificate of Currency must be identical to the name on the booking contract.

1.10. Compliance with Legislation

- a) Any proposals to undertake raffles or charitable fundraising activities as part of a facility hire agreement must have the appropriate NSW Fair Trading permits in place.
- b) The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the playing or performance of any music.

1.11. Damages

The Hirer must not damage the Facility, or any equipment provided by Council. If damage is caused, then Council may deduct the cost of repairs, and any loss of income during the repair period, from the Security Bond. If the amounts involved are greater than the Security Bond, then Council may recover any shortfall from the Hirer as a debt due and owing.

1.12. Indemnity

The Hirer will indemnify and keep the Council indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon Council's premises except to the extent that such loss, injury or damage is caused by the negligence of the Council, its servants and agents

1.13. Waiver

The provisions of this Agreement can only be varied or waived in writing with the consent of Council.

1.14. Serving of Notices

Any notice will be given to the parties at the address set out in the Booking Summary (Schedule Two)

1.15. Prohibition of Assignment

This Agreement is personal. The Hirer cannot transfer, assign, sub-let or sub-hire his or her rights under this agreement.

2. Booking Cancellations and Transfers

2.1. Booking Cancellations by Hirer

- a) All request to cancel an Event or Hire Agreement must be received via PACs customer portal or email to thepac@cityofparramatta.nsw.gov.au.
- b) In the event of a cancellation by the hirer (all event types), the following fees will apply:

| Lead time for cancellation | Cancellation fee |
|---|---------------------------------------|
| More than 1 month prior to the original event date | 25% of the total fee estimate |
| Less than 1 month and greater than 14 days prior to the original event date | 50% of the total fee estimate |
| Less than 7 days prior to the original event date | 100% of the total fee estimate |

2.2. Booking Transfers / Change of Dates by Hirer

- a) All Booking Transfer for an Event or Hire Agreement must be received via PACs customer portal or email to thepac@cityofparramatta.nsw.gov.au.
- b) There is only one Booking transfer allowed per event. Any subsequent requests for transfer will be processed as a Booking Cancellation by Hirer.
- c) Booking Transfer Request dates must be within 3 months of the original event date.
- d) All Booking Transfer requests will be subject to availability.
- e) In the event of a Booking Transfer Request, the following Fees and Charges will apply:

| Lead time for transfer request | Transfer Fee |
|---|---|
| More than 1 month prior to the event date. | No transfer fee charged |
| less than 1 month and greater than 7 days prior to the event date | 25% of the Total Fee Estimate |
| less than 7 days prior to the event date | Will be treated as a cancellation - 100% of the Total Fee Estimate |

- f) Where the transfer is to a future financial year, the Fee estimates, and outstanding balances will be adjusted to include any applicable price changes.

2.3. Booking Cancellations by Council

- a) Bookings that are impacted by inclement weather (e.g., electrical storm) contamination, or mechanical breakdown may be cancelled by Council without notice for the safety of patrons and staff.
- a) Council may at any time before the function, cancel the hire of the Facility by giving written notice of such cancellation to the Hirer.
- b) If Council cancels the hire pursuant to this clause, all monies paid will be returned to the Hirer. Council is not liable to the Hirer for any loss or damage suffered by the Hirer because of such cancellation.

2.4. Termination for Breach

- a) If, at any time, the Hirer is in breach of a material term of this Agreement, or the non-disclosure or supplying misleading information. Council may, in its absolute discretion cancel the hire of the Facility by giving written notice of such cancellation to the Hirer.
- b) Should the hire of the facility be cancelled pursuant to this clause, the full Fee Estimate amount specified in Schedule Three shall be payable by the Hirer.

2.5. Force Majeure

- a) If the Hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.
- b) The term “force majeure” means an act of God, a strike, lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

3. Booking Requirements

3.1. Cleaning & Waste

Hirers must leave the facility in a clean and tidy condition. Additional cleaning fees may apply if the hirer does not leave the area clean and tidy.

3.2. Equipment Hire

Equipment included in facility hire fees is detailed in Schedule Three, Fees and Charges for additional equipment is found on Council’s website www.cityofparramatta.nsw.gov.au Equipment Requirements should be confirmed 14 days prior to booking commencement.

3.3. Food and Beverage

- a) All proposals for External Catering provision must be detailed in the original booking request and require approval from Council, inclusive of any proposals for BBQ’s during your event and the retail of food by the Hirer during the booking.
- b) Alcohol is not permitted in the Facility without prior approval of Council. Attempting to bring or consume alcohol in the Facility will result the booking being cancelled immediately.
- c) Externally catered events are responsible for the cleaning and removal of rubbish from their designated hire area at the conclusion of the event. Additional cleaning fees will apply if excessive cleaning and rubbish removal is required.
- d) Hirers must make their own arrangements for storage for food and drink.

3.4. Third Party contractors

- a) Details of any proposed third-party contractors (e.g. entertainment or catering) must be included as part of the original booking request and is subject to approval by Council.
- b) All persons engaged or employed by the Hirer in connection with the hiring of the Facility must comply with the provisions of this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his or her agents, employees, and contractors to observe and comply with these provisions.
- c) Hirers engaging the services of contractor to conduct activities you must provide all necessary clearances, certificates, insurances and permits pertaining to the services provided, such as food safety certificates, public liability insurance, working with children checks, police event notifications, and all other relevant qualifications or certificates.
- d) Where requested by Council, third party contractors are required to supply a copy of their Public Liability Insurance and a full Risk Assessment of the activities they will be conducting as part of the facility booking.
- e) The Hirer must ensure that all agents, employees, and contractors are familiar with the requirements of any applicable occupational health and safety legislation. All Hirers and their agents, employees and contractors must comply with Council’s Work Health & Safety policy while

on Council's premises. A copy of Council's WHS policy can be obtained from Council's website: www.cityofparramatta.nsw.gov.au.

3.5. Emergency Response & Management

- a) In the event of an emergency, Hirers must follow the direction of Council staff.
- b) The Hirer should familiarise themselves with emergency evacuation procedures which are displayed inside the Facility and the location of first aid and defibrillators.
- c) If the fire alarm is activated unnecessarily for any reason, Hirers will be liable for any fine issued by the New South Wales Fire Brigade and/or the Police.

3.6. Prohibited Activities and the Use of Dangerous Goods

- a) The Hirer must not bring or permit others to bring any dangerous goods or weapons into the Facility without the express written consent of Council.
- b) Naked / Open flames, Fire pits or similar are prohibited in the Facility.
- c) Smoke machines, pyrotechnics, or use of any smoke generating machines is prohibited without prior approval from Council. Additional Charges may be applied to supervise their use on the Facility.
- d) Glitter, crepe paper, helium balloons is prohibited without prior approval from Council.
- e) Smoking including e-cigarettes is not permitted within the Facility. The Hirer must not bring into or use in, or permit to be brought into or used in, the Facility or any other part of the building any flame (including candles), explosive, fuel, flammable liquid or substance or helium balloons.

3.7. Photography, Broadcasting and Recording

- a) The Hirer must inform the Council in writing prior to booking commencement of any intention to photograph, broadcast, televise or record any activity within the Facility.
- b) The Hirer must pay all fees and costs resulting from such activities, and must include in any photography, television or broadcast such material and information that may be required by the Council.
- c) Council may take photographs, recordings, and footage of the event or exhibition for the Council purposes (including promotional, marketing, archival purposes, and annual reports).

3.8. Copyright

- a) The Hirer must not infringe or allow others to infringe any copyright, performing right or other protected right involved in any performance or use of the Facility.
- b) The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the performance of any works.

3.9. Event Advertising and Signage

The Hirer must comply with Council's standards of Signage and Promotion. Details of these standards are outlined under the [PAC Operational Specifications – Signage and Promotion](#).

3.10. Presentation Standards

Council may require the Hirer to remove any material (including cartons, boxes, and handwritten signs and display materials) which is detrimental to the Facility's presentation standards or is deemed unacceptable by Council. The Hirer must comply immediately with any such request.

3.11. Carparking Inclusions

For the duration of the event, carparking inclusion for the Hirers is detailed in the Booking Summary (Schedule Two). Standard hourly rates apply for all other carparking requirements.

4. Lane, Pool Space Hire and Room Hire

- 4.1. Bookings for Lane, Pool space and room hire can only be made within the Facility's normal hours of operation.
- 4.2. All bookings must be for a minimum of two hours (subject to availability), inclusive of set up, pack up & cleaning time.
- 4.3. Room, Pool Space and Lane Hire includes use of the allocated space outlined in the Booking Summary (Schedule Two).
- 4.4. Additional charges apply for the use of other areas within the facility.
- 4.5. All lane or water space hirer agreements require qualified Council lifeguard staff member to supervise your group for water activities (1 lifeguard:100 people) in accordance with Royal Life Saving guidelines.

5. Hosted Birthday Parties

- 5.1. Event participants must be aged 12 years and under.
- 5.2. Event participants aged 5 years and under must be always supervised by a responsible adult within arm's reach. Package will include access for event participants and two adults. Any additional participants must pay standard entry fees to access the Facility.
- 5.3. Final guest numbers, catering requirements and additional payment if required must be confirmed 7 days in advance.
- 5.4. All Hosted Birthday Party inclusions are listed on the booking summary in schedule two.

6. School Swimming Carnivals

- 6.1. School Swimming Carnival bookings are available Monday to Friday from 9:00am – 3:00pm only. Carnivals outside these timeframes will attract additional fees.
- 6.2. School Carnival bookings that go over the confirmed time will be subject to additional charges including hired space and staffing costs.
- 6.3. School Swimming carnivals will be charged a minimum 100 student entries per occasion.

- 6.4. School Carnival Hire includes use of the 50m pool (maximum 8 lanes), the 50m bleacher seating, outdoor lawn area, club room and the outdoor change rooms only. Additional charges apply for the use of other areas within the Facility.
- 6.5. All School Carnival bookings require qualified Council lifeguards to supervise your group for water activities (1 lifeguard:100 people) in accordance with according to Royal Life Saving guidelines.
- 6.6. Teachers from the School are required to supervise students in all areas of the Facility including but not limited to change rooms, seating and grassed areas, café, and all other areas of the Facility in accordance with NSW Department of Education student to teacher ratios.

7. Events, Meetings & Conferences

- 7.1. Room and other Space hire must be for a minimum of two-hour period.
- 7.2. Bookings can only be made within the Facility's normal hours of operation; additional Charges apply for access out of normal operating times.
- 7.3. Bookings that go over the agreed booking time will be subject to additional charges including space and staffing.
- 7.4. All hire agreements for Events, Meetings and conferences are unstaffed. Applicable staffing costs are detailed in the Fee Estimate (Schedule Three).

8. Exclusive Facility Hire

- 8.1. The facility may be hired out exclusively for events such as filming and other major events.
- 8.2. A detailed Event Proposal, including references, copies of Public Liability Insurance and a comprehensive Event Risk Assessment will be required to be provided by the Hirer before the Council will consider any exclusive facility hire request and provide a Fee estimate or Facility Hire Agreement.
- 8.3. Additional Terms or Charges in addition to Council's standard Facility Hire Agreement may be applied to the Facility Hire agreement, depending on the Event proposal.
- 8.4. All hire agreements for Exclusive Facility Hire are unstaffed. Applicable staffing costs are detailed in the Fee Estimate (Schedule Three).