



**CITY OF
PARRAMATTA**

TERMS AND CONDITIONS

For the use of Phive Meeting Rooms, Public Halls,
Community Centres and Community Hubs
November 2022

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GENERAL CONDITIONS

1. The Hirer may only use the venue for the purposes agreed in the Confirmation Letter. Only the specific areas confirmed may be used and only for the day(s) and time(s) confirmed. The preparation of the use of the venue (set-up) by the Hirer and cleaning at the end of the event must be included in the period booked. The venue must be vacated by the time stated in the Confirmation Letter.
2. Bookings for all bookable rooms on weekdays (including evenings) are for a minimum of 1 hour. On weekends (all day Saturday and Sunday), bookings are for a minimum of 4 hours for main halls (including functions rooms) and 2 hours for meeting rooms including music rooms/studios with a minimum of 15 minutes increments thereafter (with the exception of Phive meeting rooms that have a minimum of 1 hour). 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. Bookings in general require 7 days' notice with exemption on some spaces and rooms in certain facilities that allows for one hour notice or immediate booking. This is outlined upon Hirer's online booking application.
4. The Hirer must be at least 18 years of age. The Hirer may be asked to provide proof of age documents as requested by Council.
5. Special conditions may be imposed for some types of functions and events, including, but not limited to, additional security, labour and equipment requirements. This will be based on a risk assessment carried out by Council Staff. All parties, particularly where alcohol is being served, must be registered with the NSW Police Force.
6. The stated maximum capacity of the venue must not be exceeded at any time.
7. 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.
8. Council reserves the right to refuse and/or immediately cancel a booking due to non-disclosure or supplying misleading information.
9. Council reserves the right to refuse applications for hire in its absolute discretion.
10. The Hirer must ensure that no games of chance, gambling or any other kind of illegal activities are conducted in the facility during the period of hire.
11. The Hirer acknowledges that legislation exists at State and Federal level, which makes acts of discrimination, vilification, incitement, offensive conduct and public disorder unlawful. The Hirer must ensure there is no discrimination, vilification or incitement of hatred or violence against any person or persons during hire of Council facilities. A Breach of this condition will result in the forfeit of the bond and the termination of current and future hire privileges.
12. The Hirer should familiarise themselves with emergency evacuation procedures which are displayed inside the venue and the location of first aid and defibrillators.
13. The Hirer must ensure that all Children are supervised at all times. The Hirer must comply with Child Protection Legislation – Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998.
14. No animals, except assistance animals, are permitted in the facility or surrounding grounds without prior approval.

COVID-19 RESPONSIBILITIES

15. It is the responsibility of the Hirer to adhere to the current Public Health Orders
16. It is the responsibility of the Hirer to keep a record, including the contact details, of any and all attendees to their event.
17. 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.
18. 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 and seek medical advice.

HIRE CHARGES

19. Hire charges are set annually and are in accordance with Council's adopted Schedule of Fees and Charges.
20. Where **Regular Hirers are permitted**, being organisations or individuals hiring a Council facility more than 6 times in any given financial year, hire charges will be calculated and invoiced every month. Regular hire of main halls and function rooms is only available during weekdays. Weekend hire (all day Saturday and Sunday) is available in Meeting Rooms only.
 - 20.1 Invoices have a 30 day payment period and if payment is not received by the due date, the booking may be cancelled and legal action may be taken to recover any outstanding amounts due. All payments for a previous month must be paid before any future bookings will be accepted. Unpaid amounts may attract interest and enforcement fees.
21. The hire fees for additional bookings are subject to change upon assessment of application.
22. For **Casual Hirers**, being organisations or individuals hiring a Council facility no more than 6 times in any given financial year, a payment of 50% of the hire fee is payable on confirmation. For Guest hirers, full payment is payable on confirmation. The remainder of the hire fee is payable within 2 weeks of the booking date. Re-occurring casual hire of main halls and function rooms is only available during weekdays and not available on weekends.
23. Access to the venue will not be allowed unless all hire charges are paid in full including bond and all booking conditions are met.

BONDS AND ADDITIONAL CHARGES

24. All bonds will be paid and refunded through the secure payment gateway within Council's Booking System unless otherwise requested. Bond refunds may (on request) be refunded by Direct Credit to a nominated Bank Account (bank account must be in the name of the customer on the Bond Receipt). The Direct Credit form must be completed in order for the Bond to be refunded via this method.

25. The fees for any additional time, equipment or facilities used will be deducted from the refund amount, as well as the cost of any repairs or additional cleaning required. If no bond was charged, the Hirer will be invoiced for any additional charges.
26. The venue may be inspected for any damage, including, marks or stains on carpet, damaged paintwork or equipment following your hire period. The facility is to be left in a clean and tidy condition, with floors swept, any spills and kitchen equipment cleaned, and all decorations and rubbish removed.
27. 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 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. If no bond was charged, the Hirer will be invoiced for any additional charges.
28. Bookings that Council considers to be high risk will be charged a bond amount based on a risk assessment to be carried out by Council.

CANCELLATIONS/TRANSFERS

29. Cancellation of a booking must be made in writing to the Council.
30. 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 booking date, 50% of the total hire fee will be charged.
 - Where a cancellation is received 7 days prior to the booking 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.
31. Council reserves the right to transfer any booking if a facility is required for a special function, public function, Council function or maintenance.
32. Where possible, the Hirer will be given at least 1 months' notice of any need to transfer a booking and 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.
33. Council will not be liable in any way for any loss incurred as a result of cancellation of hire.
34. Any alterations to a confirmed booking will be subject to a variation fee which will be included with the confirmed booking fee as per Council's current Schedule of Fees and Charges.

INSURANCE

35. All Hirers shall be responsible for insurance coverage (minimum \$20 million) pertaining to public liability for their use of Council's facilities.
36. 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.

37. 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.
38. Council is not responsible for property insurance covering all equipment and contents owned by the Hirer within the facility.

RISK ASSESSMENT

39. 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.
40. Council's permission to use the venue as agreed in the confirmation letter does not in any way, 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 their activity.
41. 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

42. 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.
43. The Hirer agrees to indemnify City of Parramatta, and its employees and agents against any loss or damage or any person, firm or corporation for liability as a consequence of the Hirer's use of the area hired except to the extent that such loss or damage was directly caused by Council's act or omission.

ALARMS/SURVEILLANCE/CALL OUTS

44. 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

45. The Hirer warrants to Council that he/she/they 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
46. 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

47. The Hirer must observe the provisions of the *Copyright Act 1968* (Cth) (Act) and will indemnify Council and release it from any obligations in respect of this Act and for any actions of the Hirer under the Agreement. (As permitted by law).

HIRER'S OTHER OBLIGATIONS

Prohibited Items: Barbecues, gas bottles, open flames, portable stoves or ovens, smoke machines, sparklers or any other smoke producing item, 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 and attendance due to Fire and false alarm as a result of use will be at the expense of, and invoiced to, the Hirer).

48. **Catering:** The Hirer can self-cater or hire caterers with the exception of PHIVE where On-site catering is available via the PHIVE café (preferred caterer). Third-party are permissible on-site by prior approval of the venue as part of the booking process. The Hirer and caterer must comply with the health guidelines for handling and serving food as outlined on Food Authority NSW: <https://www.foodauthority.nsw.gov.au/> or any other relevant laws.
49. **Decorations:** Drawing pins, nails, screws or adhesive tape must not be used to affix decorations to any surface. All decorations are to be completed removed after the event (including "blu-tack" or similar that has been used). If any items remain, the cost of removal and or repairs may be deducted from the bond. Council retains the right to request the Hirer to remove any material which is considered by Council to detract from the venues visual presentation.
50. **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, 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 (30) days of the date of the event. Unpaid amounts may attract interest and enforcement costs. Neither the Council, nor its employees, will be liable for any loss, theft or damage sustained or caused by the Hirer or any person associated with the Hirer or attending the event.
51. **Fire Brigade and Emergency Services Call Out:** In the instance where Fire and Rescue attends due to a False Alarm deemed to be fault of the Hirer, the Hirer shall pay the full attendance fee set by the Fire and Rescue Service.
- Attendance by any emergency services, as a result of the activity or event being undertaken by the Hirer, will be at the expense of, and invoiced to, the Hirer.
52. **End of Hire Period:** The Hirer must ensure that all lights, fans, heaters and cooking appliances are turned off, windows closed, and all doors and that all belongings are cleared from the venue and that the venue is returned to the state of the venue at the commencement of the hire period.
53. **Keys:** 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.
54. **No Smoking (inclusive of vaping):** 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.
55. **Noise:** The Hirer is responsible for the preservation of good order during and following the hire of the facility. Hirers must meet the requirements of the Noise Pollution Act; and all amplified music and noise levels must be kept at an acceptable level which will not disturb

people living near the venue. Music sound levels must not cause annoyance to other occupants of the Venue or building or centre of which the Venue forms part of. Any breach of noise regulations may result in Council taking action under the *Protection of the Environment Operations Act 1997* (NSW). The Hirer must immediately comply with any request from staff to reduce sound levels. All music is to cease at least 30 minutes prior to the end of the Event Period. The Hirer will be advised of additional conditions relating to noise at the time of making the Booking, and must adhere to these requirements during each Booking Period.

- 56. **Cleaning:** If the venue is left in an unsatisfactory condition that requires additional cleaning, the Hirer will be charged for this service in line with Council's endorsed Fees and Charges Schedule. If such costs exceed the amount of the bond paid, the additional amount must be paid within 30 days of the date of the event. Unpaid amounts may attract interest and enforcement fees.
- 57. **Children:** Must not enter kitchen or kitchenette areas.
- 58. **Rubbish:** All rubbish must be removed from the facility at the completion of the hire to the Council bins provided. The Hirer must take with them any rubbish that will not fit in the exterior bins provided.
- 59. **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.
- 60. **Incident notification:** Any injuries, or attendance of emergency services (Police, Fire 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

- 61. High-risk bookings may require 30 days' notice.
- 62. Council has several designated facilities suitable for high-risk events. High-risk functions are considered to be, but not limited to, 16th, 18th and 21st year old birthday parties, youth events, large crowd events and live music events.
- 63. 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 > Online Services > Party Safety. 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. The Hirer may also be required to attend the Local Police Station nearest the facility to register their function/event.
- 64. Liquor must not be sold or offered for sale at any time at a Council facility, unless prior written approval is provided by Council and the appropriate licence(s) is obtained. This includes, disguising the cost of the liquor in the price of a meal, admission or any other type of ticket or function cost.
- 65. Persons under the age of 18 years must not be served or supplied liquor. To do so is an offence under the *Liquor Act 2007* and subject to a penalty/fine.
- 66. 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. The number of security guards will be determined utilising a risk-based approach, in conjunction with compliance to liquor licence conditions. Functions and Events at PHIVE where a licensed security guard is required,

will be organised by Council and charged to the Hirer in line with Council's Fees and Charges schedule.

67. Functions are to be contained within the facility, and guests are not permitted to congregate in outside areas, including car parks or streets.
68. 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.
69. The event must not be openly advertised without prior written consent from Council. This includes advertising via digital media, including, websites and all social media platforms

PRIVACY NOTIFICATION – COUNCIL FACILITIES

70. The collection and use of all person information is in accordance with **The Privacy and Personal Information Protection Act 1998 (PPbIP Act)**

Purpose of Collection: Council is collecting your personal information in order for you to use Council Facilities.

Intended recipients: City of Parramatta Council and other agent/contractor engaged by the Council.

Supply: While the supply of personal information is voluntary, incomplete details may prevent Council from processing your hire application to use Council facilities.

Access / Correction: The personal information may be accessed by you and may also be available to third parties in accordance with City of Parramatta's Access to Information Policy and Privacy Management Plan. You may make an application for access or amendment to personal information held by Council. Council will consider any such application in accordance with the Privacy and Personal Information Protection Act.

Storage: Council is the agency that holds the personal information. Council may be contacted on (02) 9806 5050 or at 126 Church Street, Parramatta NSW 2150.