

TERMS AND CONDITIONS

1. CONDITIONS OF HIRE

The hire of all Facilities and Spaces is subject to these Terms and Conditions. By making a booking, you agree that you have read, understood and agree to abide by these Terms and Conditions.

2. BOOKINGS

To apply for a booking, fill out the online Booking Form via www.communityspaces.com.au, under the “Make a Booking” tab. You, as the Hirer, must be 18 years or over and sign the completed online Booking Form.

Where a booking is for an event that:

- is high profile or attracts media attention; and/or
- requires extra infrastructure or the provision of additional services, such as meeting rooms and catering,

(Events), Council may contact you and require you to complete a Venue Booking Form as part of your application.. The Venue Booking Form requests more detailed information about your proposed activities at the Event. Events are generally held in the Auditorium at the Lennox Head Cultural Centre, Ballina Indoor Sports Centre or Ballina Surf Club.

All booking applications are processed Monday to Friday between 8.30am and 4.30pm, excluding public holidays.

2.1 When is a booking confirmed?

All bookings for a Space or Facility are tentative until you have paid for your booking in full.

Event bookings are tentative until you have completed and signed the Venue Booking Form, you have paid the deposit and any other amounts notified to you by Council, which may include a Bond. If your Event booking is made less than 14 days before the hire period is due to commence, full payment of the hire fees and charges is due at the time of booking.

For an Event, if a second booking for the same Facility is received by Council before you have paid your deposit, Council will notify you seeking payment of your deposit. If you do not pay the deposit within the timeframe notified by Council, your tentative booking is at an end, and the Facility may be allocated to another hirer. You will have no claim against Council in relation to your tentative booking ending.

2.2 Booking changes by Council

There may be times when Council needs to cancel or change bookings. Council reserves the right to:

- cancel bookings at any time;
- move a booking to another Space or Facility if the original booked Space or Facility becomes unavailable; and/or
- change the date or time of a booking.

If Council cancels your booking, you will receive a refund of your deposit or any other amounts you have already paid to Council for the booking, unless you elect for Council to retain the amount and apply it to a new booking within the same financial year.

If Council changes your booking, Council will notify you and give you a timeframe within which you may notify Council that you wish to cancel your booking. If you:

- **confirm that you accept the changed booking or do not notify Council within the timeframe:** your changed booking is confirmed and you must comply with these Terms and Conditions in relation to your changed booking; or
- **elect to cancel your booking due to Council's change:** you will receive a refund of your deposit or any other amounts you have already paid to Council for your booking, unless you elect for Council to retain that amount to apply to a new booking within the same financial year.

Council is not liable to you for any loss or damage suffered as a result of Council's cancellation or change to your booking.

3. HIRE CHARGES

3.1 When do you need to pay?

You are required to pay your hire fees and charges within the following timeframes:

For bookings *other than Events*:

Full payment of hire fees and charges	Within 14 days of the date the booking is made. If your booking is made less than 14 days before the hire period is due to commence, full payment is due at the time of booking
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For Events:

Deposit	Within 14 days of the date the booking is made. The deposit is 25% of the total hire fees and charges listed in the tax invoice from Council. If your Event booking is made less than 14 days before the hire period is due to commence, full payment of the hire fees and charges is due at the time of booking.
Balance of hire fees and charges	By the due date listed in the tax invoice from Council. If you do not pay the balance of hire fees and charges when due, Council may cancel your booking. A cancellation fee under clause 4 may also apply.
Bond (if applicable)	By the due date listed in the tax invoice from Council

3.2 Hire fees and charges

Hire fees and charges are determined annually and published in Council's Fees and Charges document on Council's website at www.ballina.nsw.gov.au/fees-and-charges

Hire fees and charges may include, but are not limited to:

- Hire fees
- Equipment hire charges
- Key replacement fee
- Bonds
- Cleaning charges
- Cancellations / Refund Administration charges
- Cancellation Fees if you cancel your booking
- Staffing and Additional Costs
- Advertising within Facilities, such as on LED or similar displays

3.3 Discounts

Council's Fees and Charges document may provide for discounts to the hire fees and charges in certain circumstances. You must provide Council with sufficient evidence that you meet any eligibility requirements in the Fees and Charges document before a discount will be applied.

3.4 Bonds

Depending on the nature of your booking, Council may require a Bond to be paid to Council. The Bond is security for your performance of all of your obligations under the Terms and Conditions.

If a Bond is required for your booking, the Bond will be refunded within 30 days of the end of the hire period, less:

- any outstanding amounts payable by you to Council; and
- any amount claimed by Council against the Bond because of your failure to comply with any of these Terms and Conditions. For example, additional cleaning charges due to your failure to remove rubbish or wipe down surfaces, costs to rectify damage to the Facility, costs to rectify damage to hired equipment etc.

3.5 Cleaning charges

Cleaning charges may apply to your booking, for example:

- bookings over consecutive days;
- weekend bookings (midnight Thursday – midnight Sunday);
- public/ticketed Events; or
- or where food and drink are served.

Cleaning charges will be listed in the quote or tax invoice provided by Council.

4. WHAT DO YOU PAY IF YOU CANCEL YOUR BOOKING?

If you elect to cancel your booking, you will be charged a cancellation fee. The cancellation fee is a proportion of your total hire fees and charges for your booking, with the proportion determined by how many days' prior notice of cancellation you provide to Council. Your cancellation fee will be calculated as set out in the below table:

Refund Schedule for Booking Cancellations (for all Facilities other than Lennox Head Cultural Centre Auditorium):

Cancellation Fee 15+ days of scheduled booking date	Full Refund or Credit* of amounts already paid to Council
Cancellation Fee within 8-14 days of scheduled booking date	25% Fee Charged
Cancellation Fee within 1-7 days of scheduled booking date	50% Fee Charged
No show: where no notification is received and the booking is not utilised, or notification is received on the day of the booking, no refund will be given and the full amount is payable.	Nil Refund. 100% Fee Charged

Refund Schedule for Booking Cancellations for Lennox Head Cultural Centre Auditorium:

Cancellation fee 61+ days prior to scheduled booking date.	Full Refund or Credit* of amounts already paid to Council
Cancellation fee within 31-60 days of scheduled booking date.	25% Fee Charged
Cancellation fee within 15-30 days of scheduled booking date.	50% Fee Charged
Cancellation fee within 8-14 days of scheduled booking date.	75% Fee Charged
Cancellation fee within 1-7 days of scheduled booking date.	Nil Refund. 100% Fee Charged

For Events booked closer to the proposed hire period, you may be liable for a cancellation fee if you fail to pay your balance of hire fees and charges by the due date and Council cancels your booking due to your non-payment. This will only apply if the due date for payment of your balance of hire fees and charges falls within the above periods for which a cancellation fee is payable.

If the amount you have already paid to Council for your booking (as at the date you cancel the booking) is less than the cancellation fee calculated in accordance with the above table, you owe the balance to Council. Any balance must be paid within 14 days of demand by Council. For example:

- if your total hire fees and charges for your booking are \$600; and
- as at the date you cancel your booking, you have only paid to Council a deposit of \$150; and
- based on the above table, your cancellation fee is \$300,

you will owe to Council a balance of \$150. You must pay the balance to Council within 14 days of demand by Council. The balance will be a debt due and owing by you to Council. Council may take any debt recovery action against you to pursue the debt.

*Any credit not used within the same financial year will be refunded to you.

5. HOURS OF USE

Facilities are available for hire between 6am to midnight, except for:

- Kentwell Community Centre, which is available for hire between 6 am to 10pm;
- Lennox Head Cultural Centre, which is available for hire between 6am to 11pm; and
- Ballina Indoor Sports Centre, which is available for hire within the Centre's usual opening hours.

Hire periods must be adhered to. All music and noise making activities must cease by the earlier of the end of the hire period and the closure time of the Facility. The Facility is to be cleaned and vacated by the end of the hire period.

Additional fees are payable if your use continues outside of the booked hire period.

6. REFUSAL OF ENTRY

Council is responsible for the management of its Facilities. Council reserves the right to refuse entry to any individual or organisation (including you and any of your Invitees) at any time.

Council may inspect the Space or Facility at any time before, during or after the hire period to ensure the Terms and Conditions are being complied with.

If at any time:

- you are not complying with these Terms and Conditions; or
- there is likelihood that damage may be caused to any part of the Facility or any equipment or other items within the Facility, or damage has been caused; or
- the manner in which any performance or use is being conducted, or is proposed to be conducted, is in a scandalous, defamatory or obscene manner; or
- the Facility (or any part of it) is required by Council or another government or public authority for any public use or emergency use; or
- in the event of a natural disaster or other catastrophic event, where a Space or Facility is no longer available for hire,

Council is under no obligation to honour a booking. Council may discontinue a booking during a hire period and if this occurs, you and your Invitees must immediately vacate the Facility and remove any items you have brought into the Facility. You and your Invitees are not entitled to receive any compensation for any loss or damage if this occurs.

7. DAMAGE AND LIABILITY

You and your Invitees enter and use the Facility at your own risk.

You are liable for any damage caused to the Facility, the hired equipment or any other items owned or controlled by Council relating to or arising out of your hire or use of the Facility. This includes, but is not limited to, damage caused by you or your Invitees.

You indemnify and shall keep indemnified the Council from and against all damages, loss, action, suits, claims, costs and demands which may be made or recovered against Council:

- relating to your access to or use of the Facility (including the access to or use of the Facility by your Invitees);
- arising out of your booking; or
- relating to any personal injury (including death) arising out of your access to or use of the Facility (including the access to or use of the Facility by your Invitees).

You release Council in respect of:

- personal injury (including death) arising out of your access to or use of the Facility (including the access to or use of the Facility by your Invitees), to the extent permitted by law; and
- loss, damage or theft of any personal items of yours or of your Invitees.

8. GENERAL CONDITIONS OF USE OF THE FACILITY AND COUNCIL EQUIPMENT

8.1 Adjoining Hirers, Residents and Noise

You are responsible for compliance with all laws and legislative requirements relating to your use of the Facility, including ensuring no nuisance is caused to hirers of other areas within the Facility or to neighbours of the Facility.

You are required to:

- ensure amplified sound complies with Council's Noise Management Plan (www.communityspaces.com.au)
- ensure noise levels comply with the Facility's licensing to ensure maximum levels are not exceeded
- minimise noise of your Invitees entering and leaving the Facility to minimise disturbance to neighbours
- respect other users and hirers within the same Facility.

Failure to comply with any Council request or police request with respect to noise or amplified sound will result in immediate cancellation of your hire, and you must vacate the Facility immediately and remove any items you have brought into the Facility.

8.2 Setting Up and Packing Down

You are responsible for setting up and packing down the hired Space or Facility. Time required for this must be allowed for in your hire period.

Deliveries relating to your booking must not be made to the Facility prior to your hire period, unless it has been agreed to in advance by Council in writing. If Council agrees in writing to any deliveries arriving at the Facility prior to your hire period, you may be charged for Staffing and Additional Costs in relation to the delivery, and Council will not be responsible in relation to any loss, damage or theft of any items in the delivery.

You must return all tables, chairs and equipment to the allocated storage area by the end of the hire period.

All hired equipment must be left in good working order and condition. If during your formal induction or at the start of your hire period you become aware that any hired equipment is damaged or not in good working order, please notify Council staff at that time.

If Council staff are required to assist with setting up and/or packing down, you may be charged a fee.

8.3 Your cleaning obligations

You are required to:

- leave the Space and the Facility in a clean and tidy condition at the conclusion of your hire period;
- remove all personal items prior to returning the key and fob. There are no storage facilities available in any of the Facilities so all items you bring must be removed at the end of your hire period. If any items remain after the hire period and you do not collect them within two weeks of the end of the hire period, they will be treated as abandoned and Council may dispose of them in any manner. Council will not be held liable for the disposal, loss, theft or damage of any your items or any items of your Invitees that are left in the Facility at the end of the hire period;
- place all food, drinks and rubbish in the bins provided. If bins are not provided in the Space or Facility, you must take these items with you and dispose of them;
- wipe down all tables;
- vacuum the carpet;
- clean the kitchenette so that it is left in a clean and tidy condition, with all rubbish removed. You must not leave tea, coffee, sugar or milk behind. No food is to be left in the kitchenettes (including in any fridges).

If your waste exceeds two 240 litre wheelie bins, this is classified as a commercial waste quantity and you are required to remove this waste at your cost. Bins at the Facility should not be used for commercial waste quantities.

If you fail to comply with your cleaning obligations under these Terms and Conditions, you will be charged additional costs for these items to be attended to. Additional costs will be charged to you and you must pay them within 14 days of receiving a tax invoice from Council. If you have provided a Bond and the Bond amount is higher than the amount of the additional costs, the additional costs may be deducted from the Bond. If the Bond is less than the amount of the additional costs, you must pay the balance of the additional costs to Council within 14 days of Council issuing a tax invoice to you for the balance of the additional costs. All additional costs will be a debt due and owing by you to Council. Council may take any debt recovery action against you to pursue the debt.

8.4 Temporary Fixtures and Decorations

The floors, walls or any other parts of the Facility must not be broken or pierced by nails or screws, nor any thumb tacks or staples (or similar). No sticky take is to be applied to walls or other surfaces that may be damaged by its removal. No writing, printing, painting or other decorations are to be applied on walls.

You are not permitted to use balloons, glitter, confetti or similar inside Facilities or surrounding areas.

You are responsible for all damage caused by placement or removal of decorations.

8.5 Floor Surfaces

Furniture and equipment must be carried and not dragged across the floor. Always lift furniture or use the chair trolleys provided. If you cannot locate a trolley please ask Council staff.

8.6 Security, Safety and Supervision

You must ensure that a responsible supervising adult is present during any underage function (the number of supervising adults will be determined by the size and/or type of the activity).

You are responsible for the security of the Space and Facility throughout the hire period and the safety and conduct of each of your Invitees.

You must provide at least 1 accredited security guard *for every 100 people* attending when selling or providing alcohol at an Event. It is recommended that 1 additional accredited security guard be provided per 100 patrons. Example: 300 patrons = minimum 3 accredited security guards. The accredited security guards should be present for the full duration. If you are operating under a liquor licence and the liquor licence requires more accredited security guards to be present, you must have the higher number of accredited security guards required by the liquor licence. You are required to engage and pay for all security guards.

Upon leaving, you are required to secure and lock the Space and Facility. If leaving after hours, check all persons have left the Facility, close all windows and turn off the lights and air conditioning before leaving. Information on how to arm the alarm in each Facility is contained in the Venue Access information.

Fobs and/or security keys should be deposited in the after hours key return box (where applicable) or returned the next working day. You must report any safety issues immediately to Council.

8.7 Smoking

You and your Invitees must abide by the **no smoking** policy inside all Council buildings. Smoking is permitted outside the building, when keeping at least a four metre distance from doorways.

8.8 Permitted Use

You must only use the Space and Facility for the purposes/activity you identified in your Booking Form or Venue Booking Form. You may not change the nature or scale of your activity without providing prior written notice to Council and Council having confirmed in writing that the variation is approved.

9. COMPLIANCE WITH LAW

You declare that you have read, understood and will comply with all legislation relevant to your hire and use of the Facility, including, but not limited to, the Food Act/Regulation, Public Health Act/Regulation, Work Health and Safety Act/Regulation. You must comply with all laws relevant to your hire and use of the Facility.

When operating a commercial activity and/or delivering services to persons under the age of 18 years, you are legally required to comply with NSW child protection legislation. By hiring a Facility, you declare that you have read, understood and will comply with the NSW child protection legislation as prescribed by the NSW Office of the Children's Guardian. Please refer to NSW Office of the Children's Guardian website for details www.ocg.nsw.gov.au.

10. RISK MANAGEMENT

10.1 Insurance

For Events, you must provide a copy of your Certificate of Currency for current public liability insurance to a minimum value of \$20 million with the booking form, if required.

10.2 Alcohol

When alcohol is **sold** or **supplied** at an Event, you are required to obtain a liquor licence from the licensing authority for the duration of the hire period or engage a liquor licence holder for the hire period. You are responsible for having appropriately trained and accredited security guards to meet any requirements of the relevant liquor licence.

Responsible drinking of alcohol is permitted within each Space or Facility and is limited to the internal area, provided you comply with NSW legislation. No alcohol is to be consumed in external areas. Liquor & Gaming NSW is the regulating body and further information can be obtained from their website at www.liquorandgaming.nsw.gov.au

10.2 Evacuation Plans

You are responsible for taking note of Fire Evacuation Plans displayed near the door in each Space and Facility and making your Invitees aware of the Plans.

Fire exit doors must be kept clear at all times.

You or your Invitees must not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels. Fees apply if any tampering or damage occurs.

10.3 Alarms

You must use the electronic fobs to disarm/arm the alarm system. You and your Invitees must not attempt to enter any Space, Facility or area other than the area you have hired. You will be required to pay a fee if the alarm is set-off and security or Council after hours staff attend the Facility.

You must carefully read the **Venue Access Information** provided to you prior to the hire period and contact Council's Community Spaces team during office hours if there are any questions or concerns.

If any electronic fobs and/or security keys are lost, damaged or not promptly returned, you will be charged an additional fee plus any rekeying fees. Report any lost fobs immediately to Council or a member of the Community Spaces team.

10.4 Facility Induction

Prior to your hire period, a formal induction must be scheduled to make you aware of your obligations for the particular Facility.

After completing a formal induction, you are then required to (and are responsible for) communicating all relevant emergency information to your Invitees.

11. WIFI

11.1 WiFi Service

By using our WiFi service, hereafter referred to as the 'Service', you hereby expressly acknowledge and agree that:

- there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.
- the Service is completely open to the internet and is not protected by any form of firewall, content filtering or anti-virus services. Users of the Service are strongly advised to ensure that they have anti-virus software installed, and firewall enabled, on any device they connect to this WiFi network.

11.2 WiFi Service restrictions and conditions

Use of the Service is subject to the general restrictions outlined below:

- if abnormal, illegal, or unauthorized behaviour is detected, including heavy consumption of bandwidth, Council reserves the right to permanently disconnect the offending device from the Service.
- **Service provided "as is"**: This Service provides access to the Internet on an "as is" basis with all risks inherent in such access. The providers of the Service make no warranty that the Service or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses or other harmful components. By connecting,

the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network. No technical support will be provided to users of the Service.

- **Service provided "as available":** The Service is provided on an "as available" basis without warranties of any kind, either expressed or implied, that the Service will be unrestricted full internet access, uninterrupted or error-free, including but not limited to vagaries of weather, disruption of service, acts of God, warranties of title, non-infringement, nor implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the providers, affiliates, or contractors of the service or their respective employees shall create such a warranty.
- **Indemnity.** Under no circumstances shall Council be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from user's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. Further, you agree that Council is not liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the Service provided.

11.3 WiFi Service Acknowledgment

By agreeing to these Term and Conditions, you acknowledge and agree that your use of this Service is solely at your own risk, and that you agree to abide by the WiFi terms and conditions in clause 11 and provide the indemnity to Council in clause 11.

12. DEFINITIONS

In these Terms and Conditions, the following words have the following meaning:

'Council' means Ballina Shire Council.

'Facility' means a venue managed by Ballina Shire Council's Community Spaces team.

'Invitees' means you, your employees, your volunteers, your contractors, your customers/clients and any others that you invite into or allow into the Facility.

'Space' means a room within a Facility.

'You' or 'Hirer' means the person, company or other legal entity identified in the Booking Form or Venue Booking Form as being responsible for the booking.