

GENERAL TERMS AND CONDITIONS OF USE

SETTING UP, PACKING UP AND CLEANING

- The setting up and packing away of the hired space is the responsibility of the hirer.
- All of the tables, chairs and equipment hired shall be stored by the user, in the allocated storage area in each room, before leaving. Charges apply if not stored by the user.
- All of the rooms, kitchenettes and the foyer shall be left clean and tidy, with cutlery and crockery cleaned, dried and stored.
- Should additional cleaning be required, a cleaning fee will be charged at \$110.00 per hour for cleaners to attend Monday to Friday, or \$260.00 per hour (minimum 3 hours) between Friday night and Monday morning. The Ballina Surf Club also has a minimum clean up fee of \$380.
- The costs associated with additional cleaning cover the costs incurred by Council.

CANCELLATIONS

- Any booking cancelled 8 days or more prior to the booking date will not incur a cancellation fee.
- Any booking cancelled 7 days or less prior to the booking date will incur a cancellation fee equal to 50% of the total booking cost.
- If notification *is not* 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.

Please note that Council reserves the right to:

- Change the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.

- Deny access to any individual or organisation (its members and/or staff)
- Terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.
- Direct the hirer to alter their booking to allow for 'one off' community events. Council would give suitable notice and assist to find an alternative time/space.

In the event of a natural disaster or other catastrophic event, where a space or building is no longer available for hire, Council is under no obligation to honour a booking or compensate for its loss.

In the event of a dispute or a difference arising as to the interpretation of conditions in this agreement, the decision of the General Manager of Ballina Shire Council shall be final.

CONDITIONS OF HIRE – SINGLE USE HIRE

The following is a summary of the normal terms and conditions of hiring facilities within Ballina Shire Council's Community Spaces:

The hirer shall:

1. Be at least 18 years of age.
2. 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 function).
3. Provide a copy of the Certificate of Currency of a current public liability insurance policy to a minimum value of \$20 million with the booking form, if required. Further detail is provided in this booklet under the section *Insurance Requirements*.
4. Be responsible for the safety and conduct of every person in attendance at their event.

5. Not be disorderly or display offensive behavior as it will not be tolerated by Council.
6. Provide evidence of a liquor licence if alcohol is SOLD or SUPPLIED at the function Responsible drinking of alcohol is permitted within each venue. If you plan to sell or supply alcohol as part of your event or booking you will be required to obtain a liquor licence from the licensing authority for the duration of your event.
- 7.
8. Not allow patrons to consume alcohol outside the building and not serve alcohol to minors; it is an offence to do so.
9. Have a security guard on site from 10pm to the departure of the last guest for all private functions, which involve alcohol, or finish after 10pm on Friday, Saturday and Sunday, and are larger in number than fifty guests.

Using the electronic fobs and disarming/arming the alarm system, the hirer shall:

10. Carefully read the *Venue Access* information prior to your hire and contact Community Spaces if you have any questions or concerns.
11. Upon arriving, follow the directions for your hired venue, as set out in *Venue Access* information, to open the building and disarm the security alarms.

Do not attempt to enter any room or area of the centre other than those you have hired. A fee will be charged if the alarm is set-off and security finds it necessary to attend the venue.

12. Upon leaving, lock the door of the hired room then, if after hours, check the building is vacated, closing all windows and turning off the lights before leaving the building. Information on how to arm the alarm in each centre is contained in the *Venue Access* information.
13. Fobs and/or security keys should be deposited in the after-hours key return box (where applicable), or returned on the next working day.
14. Minimise noise of patrons entering and leaving the building, to prevent disturbances to nearby residents.
15. Any fobs and/or security keys lost, damaged or not promptly returned will be charged an additional \$25.00 - \$50.00 fee, depending on the facility. Report any lost fobs **immediately** to Council or a member of the Community Spaces team.

Inside the building and room hired, the hirer shall:

16. Take note of Fire Evacuation Plan displayed near the door in each room hired. Fire exit doors must be kept clear at all times.
17. Respect other users and tenants within the building. Abide by the NO SMOKING policy inside all Ballina Shire Council buildings. Smoking is permitted outside the building, when keeping at least four metres in distance from doorways and other users, and ensuring use of the bins provided.
18. Not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels.
19. Advise the Community Spaces team if equipment is used in any way and the hirer will be charged the cost of inspection and repair and/or replenishing of equipment if used unnecessarily.
20. Report any safety issues or

Spaces team before, or upon, return of the electronic fob.

21. Not use glitter, confetti or similar inside the rooms or surrounding areas.
22. Not use thumbtacks, staples, sticky tape or similar to fasten display material on walls.
23. Be responsible for all damage caused by the placement or removal of decorations.
24. Not drag chairs and tables across the floor. Always lift furniture or use the chair trolleys provided. If you cannot locate a trolley please ask a staff member to assist you.
25. Adhere strictly to the hiring hours with all patrons leaving no later than 5 minutes after the booking expiration time.
26. Be responsible for the security of the building throughout the hire period and not attempt to enter any room other than the room and areas allocated. Doing so will trigger the alarm and the hirer will be liable for call out fees caused by unauthorised access.
27. Be responsible for the full replacement costs of any breakages or damages to the building, its fittings and contents (including equipment) and the surrounding grounds. Breakages must be reported before or upon return of keys.

Before Leaving Rooms and Kitchenette the hirer shall:

28. Remove all personal possessions from the rooms prior to returning the key and fob. There are no permanent storage facilities available in any of the venues and Council holds no responsibility for possessions left or damaged at the centre.
29. Leave the room in clean and tidy condition. All food, drink and rubbish are to be placed in bins provided, or removed from the room if bins are not provided. Used tables should be wiped down, carpet is to

30. be vacuumed where possible and the room left in good order.
31. Leave the kitchenette clean and tidy. Do not leave tea, coffee, sugar or milk behind. No food is to be left in the kitchenettes. Food left in the fridge will be removed during staff inspections.
32. Wash, dry and put away all cutlery and crockery.
33. Pay any additional cleaning fees if room, foyer and kitchenette are not left in order and a cleaner is required.

**CONDITIONS OF HIRE –
MULTIPLE USE / REGULAR
HIRE**

The following terms and conditions will apply to regular bookings that hire facilities or equipment within Ballina Shire Council's Community Spaces. Recurring/regular bookings are only available Sunday to Thursday, where available, and will only be confirmed on approval of the Community Spaces team.

The hirer shall:

34. **Abide by conditions 1 through 32 as outlined in the above General Terms and Conditions of Use.**
35. Be provided the privilege of securing a regular booking on the understanding that from time to time, the user may be asked to alter the date, time or space provided to accommodate large events of significance to the community or to local community groups.
36. Be provided with reasonable notice should the regular user be required to alter their booking for a large event. The Community Spaces team will work with the regular user to ensure the best possible alternative arrangements for their hire.

On the Booking Form you will be asked to indicate that you have read, understood and agree to the Terms and Conditions as outlined above.

LARGE EVENTS

Hirers who plan to hold a large-scale or special event will be required to liaise with the Community Spaces Officer and/or the Events Officer of Ballina Shire Council to ensure that all aspects of event management are considered and planned for.

Large events can include a wide range of activities and events, however for the purpose of this policy, the guideline for recognition as a special event will be any of the following:

- Community Events
- Conferences, Expos or Trade Shows
- Musical, Theatrical or other ticketed Entertainment Events
- Private Events

Hirers may be required to show proof of planning for a range of considerations such as, but not limited to:

- Additional and/or Temporary Structures on Council/Public Land
- Staging production and venue management
- Alcohol (Liquor Licensing)
- Animals
- First Aid
- Food
- Hours of Operation and/or Noise Restrictions
- Parking and Traffic Management
- Pollution
- Power
- Public Liability and Risk Management
- Security
- Waste Management
- AV Technician and equipment

Should your hire be assessed as a large event, the Community Spaces team will discuss Council's requirements and liaise with you to ensure the relevant considerations are met prior to the approval of your event. The cost of any and all requirements placed on a large event will be the sole responsibility of the hirer.

Further information on the management of noise emissions for large events is available upon request. If planning events at the Lennox Community Centre, please ask for a copy of the [LCC Factsheet #5: Noise Provisions](#).

JINGI WAHLA ROOMS: BALLINA SURF CLUB TERMS AND CONDITIONS OF USE

These conditions are in addition to the general terms and conditions outlined on pages 6 and 7 of this guide.

Catering

Hirers are free to choose their own caterers for their events. The onsite Café is available for catering but is not the sole caterer for the Jingi Wahla Rooms. There is a kitchenette, consisting of bench space, sink, urn and fridge, accessible via Function Room 1. All other equipment is to be provided by the hirer.

As such, all self-catered events must observe the following strict guidelines:

- The use of any on site bathroom amenities for any catering related cleaning activities is strictly prohibited.
- Caterers must supply all equipment, crockery, cutlery, etc and ensure complete protection of the carpeted floor coverings in any food serving area within the function rooms.
- Any user causing staining or damage to the flooring will be held responsible for the costs of cleaning and/or repair.
- All waste must be bagged and removed from the rooms to the waste bins provided on site.

Cancellations

Any booking cancelled 8 days or more prior to the booking date will not incur a cancellation fee.

Any booking cancelled 24 hours - 7 days prior to the booking date you will incur a cancellation fee equal to 50% of the total booking cost.

If notification *is not* 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.

PLEASE NOTE: Council reserves the right to:

- Change the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.
- Deny access to any individual or organisation (its members and/ or staff)
- Terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.

In the event of a dispute or a difference arising as to the interpretation of conditions in this agreement, the decision of the General Manager of Ballina Shire Council shall be final.

Public notice:

Council's Community Spaces are available for hire by various individuals, community groups and businesses for a wide range of events. Council's position is to provide fair and equitable access to all. Council shall hire space to all clients who meet the terms and conditions of hire contained within our guidebook as long the hirer is not conducting illegal activities.

The content and programming of these events is neither endorsed nor criticised by Council. We provide promotion of public events through our website, Facebook page, What's On Newsletter and e-news for all public events using our spaces that wish to utilise this service.

The content of the marketing is supplied by the organisers and is their responsibility to ensure that it is a true and accurate reflect of the content and programming.



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