

GENERAL TERMS AND CONDITIONS OF USE

CONDITIONS OF HIRE – ALL HIRE TYPES

SETTING UP, PACKING UP AND CLEANING

1. Hirers shall leave the hired space including kitchens, toilets and other amenities in a condition suitable for immediate use at all times. The setting up and packing away of the hired space is the responsibility of the hirer. Hiring times shall include the time required for setting up, dismantling, and cleaning etc. The hirer does not have access to the hall/rooms outside the approved hire period. The space can only be hired until the hour specified on the booking form. A call out fee applies for security to attend if the hirer is onsite after the booked time. Fees shall be paid by the hirer.
2. Hirers shall store all tables, chairs and equipment in the allocated storage area in each room before leaving. Charges apply if not stored by the user.
3. Hirers must leave all the rooms, kitchenettes and foyer spaces clean and tidy on departure.
4. Should additional cleaning be required, a cleaning fee will be charged \$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.
5. The costs associated with additional cleaning cover the costs incurred by Council.

APPLICATIONS

6. Applications for hire are to be made on the Booking Form provided and must be signed by a person aged 18 years or over. All required dates will need to be advised in writing prior to booking. The hirer is responsible for centre security, safety of guests and ensuring compliant supervision of all activities during the hire period.

CANCELLATIONS

7. Any booking cancelled 8 days or more prior to the booking date will not incur a cancellation fee.
8. 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.
9. 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.
10. **Please note that Council reserves the right to:**
 - a. Amend the conditions of hire, or the fees and charges. Please confirm prices and conditions at the time of booking.
 - b. Deny access to any individual or organisation (its members and/or staff)
 - c. Terminate any agreement, with any individual or organisation, (its members and/or staff) at any time.
 - d. 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.
 - e. 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.
 - f. 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.
11. **If any booking is cancelled due to:**
 - a. a public health order under section 7 of the Public Health Act 2010 (NSW); or
 - b. a border closure, restricting access to or from NSW, clauses 8 and 9 will not apply. The hirer will be entitled to a full refund of amounts already paid towards the booking, or if the hirer prefers, the amount can be applied as a credit on the hirer's account, to be used for a booking in the same financial year.

ACTS LEGISLATIONS AND REGULATION

12. The hirer declares they have read understood and shall comply with all relevant provisions and any other Acts or regulations, such as but not limited to the *Food Act & the Public Health Regulation, Work Health and Safety Act, which* may govern use of the Centre.
13. 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 Ballina Shire Council venue, you declare that you have read, understand and shall comply with the NSW child protection legislation as prescribed by the NSW Office of Children's Guardian. Please refer to NSW Office of Children's Guardian website for details www.kidsguardian.nsw.gov.au

The hirer shall:

14. Be at least 18 years of age.
 15. 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).
 16. 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*.
 - a. Be responsible for the safety and conduct of every person in attendance at his or her event.
 17. Not be disorderly or display offensive behavior, as it will not be tolerated by Council.
 - a. When alcohol is SOLD or SUPPLIED at a ticketed event the Hirer is required to obtain a liquor licence from the licensing authority for the duration of the event. Responsible drinking of alcohol is permitted within each hired space and is limited to the internal hired space provided you comply with NSW legislation. NSW Department of Industry is the regulating body and further information can be obtained from their website at www.liquorandgaming.nsw.gov.au
 - b. Provide at minimum 1 x accredited security guard for every 100 people attending when selling or providing alcohol at a ticketed event. It is recommended that 1 additional guard per 100 patrons is in place; for all hours of service. Example: 300 patrons = 3 Security Guards.
 18. Not allow patrons to consume alcohol outside the building and not serve alcohol to minors; it is an offence to do so.
 19. **Using the electronic fobs and disarming/arming the alarm system, the hirer shall:**
 - a. 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.
 20. Carefully read the *Venue Access* information prior to your hire and contact Community Spaces during office hours if you have any questions or concerns.
 21. 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.
 22. **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.
 23. 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.
 24. Fobs and/or security keys should be deposited in the after-hours key return box (where applicable), or returned on the next working day.
 25. Minimise noise of patrons entering and leaving the building, to prevent disturbances to nearby residents.
 26. Any fobs and/or security keys lost, damaged or not promptly returned will be charged an additional \$25.00 - \$50.00 fee plus any rekeying fees when required, 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:**
- a. Take note of Fire Evacuation Plan displayed near the door in each room hired. Fire exit doors must be kept clear at all times.
 - b. 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 metre distance from doorways and other users, and ensuring use of the cigarette bins provided.
 - c. 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 tempering has occurred.
 - d. 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.
 - e. Report any safety issues to Community Spaces team before, or upon, return of the electronic fob.
27. Not use glitter, confetti or similar inside the rooms or surrounding areas.
 28. Not use thumbtacks, staples, sticky tape or similar to fasten display material on walls.
 29. Be responsible for all damage caused by the placement or removal of decorations.
 30. 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.

31. Adhere strictly to the hiring hours with all patrons leaving no later than 5 minutes after the booking expiration time.
32. 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.
33. 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:

34. 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, this includes but is not limited to fridges, freezers and store rooms.
35. 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 shall be wiped down, carpet is to be vacuumed and the room left in good order.
36. 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/freezer will be removed during staff inspections.
37. Wash, dry and put away all cutlery and crockery.
38. 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 additional terms and conditions also apply to regular bookings that hire facilities or equipment within Ballina Shire Council's Community Spaces. Recurring/regular bookings are only available subject to multi day large events.

The hirer shall:

39. **Abide by conditions 1 through 37 as outlined in the above General Terms and Conditions of Use.**
40. 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.
41. 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.
42. On the Booking Form you must indicate that you have read, understood and agreed to abide by the Terms and Conditions as outlined above.