




THE CANOPY FACILITY HIRER INFORMATION MANUAL

MAN-013



	MAN-013 The Canopy Facility Hirer Information Manual		
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APPLICATIONS FOR HIRING

The hiring of the following facilities will be based on a standardised application process. The Terms and Conditions (T&Cs) are attached and are also provided on each Booking Application Form, and these T&Cs must be formally acknowledged and signed off by the hirer as being read and understood.

- Cameron Park Community Centre
- Maryland Neighbourhood Centre
- Fletcher Community Centre
- Elmore Vale Community Centre and Hall
- Wallsend Pioneers Memorial Hall
- Minmi Progress Hall

Under no circumstances will the hire of these Facilities be permitted without The Canopy's approval and acceptance of a formal application.

Booking applications can be made as under:

- Visit The Canopy website, register and complete the Booking Application Form (BAF) online,
- Visit one of The Canopy facilities and complete the BAF online, or with the assistance of The Canopy's personnel, or
- Phone or request paper copies of the BAF and information. These will be emailed or posted to you, for completion and return for processing.

TENTATIVE BOOKINGS

Tentative bookings will not be accepted.

CONFIRMED BOOKINGS

Booking Application Forms for the above Facilities are available online as below. Confirmation of the booking occurs when full payment of hire fees are received and acknowledged by The Canopy. If you require a permanent or regular booking, please ensure you note this on the Booking Application Form.

SUBLETTING

Subletting of these Facilities is prohibited and will not be approved under any circumstances.

FACILITY HIRE FEES

Hire Fees are as per Appendix 1, and payment is required 28 days prior to the date of the function. The hire rate is determined by Lake Macquarie City Council for Cameron Park Community Centre, and Newcastle City Council for all other facilities, taking into consideration the size of the space, inclusions, event or activity being undertaken. GST is applicable to all hire fees.

SECURITY BOND

A security bond is required as a guarantee of fulfilment of the terms and conditions and as security against damage to the building, fixtures, fittings and furniture contained therein, and for any cleaning which is required as a result of the hirer's use of the premises. The hirer will be liable on demand to pay any further amount in excess of such bond to meet the full cost of any damage caused. Where all conditions are met, a full refund of the bond payment will be made within 7 working days of keys being returned.

KEYS

Payment of a Key Bond is required and is non-refundable if the key is lost or not returned. This Bond covers the replacement cost of the key only. Where a key is lost or not returned, the Facility becomes vulnerable to illegal entry, damage, theft etc. In this instance, the Hirer will be invoiced for the cost of re-keying the entire Facility.

Any keys issued to the hirer are to remain in their control (or other responsible person nominated by the Hirer on FRM-039).

CANCELLATIONS

Cancellation Fees apply where bookings are cancelled within xx days of the hire event:

- Full hire fee within 48 hours of the event
- 50% of the hire fee between 48 hours to 1 week prior to the event.

REFUSAL OF HIRE

The Canopy reserves the right to refuse the hire of a facility at any time and at their discretion. Notwithstanding that the booking of the venue may have been entered into in accordance with the Terms and Conditions of Hire and that the hire fee may have been paid, it shall be in the power of The Canopy, or their delegate, to cancel the booking and refund the hire charge to the Hirer. In this instance, the Hirer will have no claim at law or in equity for loss or damage in consequence thereof.

REVOKING PERMISSION TO HIRE

Should any unforeseen emergency situation occur where any of the nominated Facilities are unsafe for use or are required, requisitioned etc for use by Emergency Services, local Government or similar, The Canopy may revoke permission to hire to both permanent and casual hirers. Applications for refund are to be made in writing to The Executive Officer, The Canopy, PO Box 4185, Edgeworth NSW 2285.

USE OF FACILITY

Hirers shall not assign the right of use to any other person or organisation. Hire of the facility shall not commence prior to the prearranged time as per the Booking Application Form. Set up for an event, and post-event cleaning shall all take place within the stated Hire times.

Our Facilities are located within residential areas and consideration must be given by people using and vacating the area to the residents who live nearby in regards to minimising noise and unruly behaviour. Music is required to cease at 10.30pm and the facility vacated no later than 12am. The hirer is responsible for the noise and all other activities of the hired function and a duty of care to the people attending.

No animals, other than assistance or sight animals are allowed within the facility.

Sporting ovals and recreational areas adjacent to the Facilities are not for hire under these terms and conditions.

If the facility is not vacated by the nominated time, the Hirer may be liable for forfeiture of their Bond.

INSURANCE

Regular hirers shall take out and keep current during the period of hire a Public Liability policy, insuring for a sum of not less than \$20 million.

Casual hirers are not required to provide Public Liability Insurance unless they hire the facility 8 times or more per year or their activities are assessed as being High Risk by The Canopy.

Proof of this policy must be provided by way of a Certificate of Currency.

EMERGENCIES

The Emergency Evacuation plan located in the facility is to be read and understood by the hirer at the time of the induction and must be followed in the event of an evacuation.

FIRST AID

The location of first aid supplies is as per the induction for each Facility. It is the responsibility of the hirer to provide initial first aid when required, and to notify The Canopy of the need to restock any products used for first aid.

SUPERVISION

The hirer is responsible for ensuring that all minors have suitable adult supervision present at all times during the hire period.

CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state (including returning all furniture neatly stacked and correctly stored) and the removal of all rubbish and waste matter.

Any costs incurred by The Canopy in cleaning the internal or external premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer and deducted from their refundable bond held in trust.

DECORATIONS/SIGNAGE

All decorations and signage used during the hire period must be removed by the hirer at the end of the function.

No notice, sign, decoration of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building without prior consent.

ELECTRICAL EQUIPMENT

All electrical equipment brought to a function must be in good condition and must have a current Electrical Test Tag (AS3760). Double adaptors/multi plug in power boards, smoke machines and heating appliances are not to be used.

SECURITY

Hirers are required to check that all doors and windows are locked and secure prior to vacating the premises. Any damage or theft which occurs due to the Facility not being secured may result in costs being applied. Hirers will be shown the correct use of security systems during the induction.

VEHICLES

Vehicles must be parked in designated parking areas only. Any vehicle driven or parked in the confines of the facility is entirely at the owner's risk.

ALCOHOL

Sale of alcohol is not permitted without a Liquor Licence issued by the Office of Liquor, Gaming and Facing. Seeking such a licence is only permitted with prior consent from The Canopy.

Alcohol may be consumed at the facility and the hirer is responsible for ensuring that consumption or service of alcohol will not be in breach of the Liquor Act 2007 or any other licence issued thereunder. The Canopy must be notified of the intended consumption of alcohol at the event and the party registered with NSW Police. Police notification can be completed online:

https://www.police.nsw.gov.au/services/party_safety

SMOKING

Smoking is banned in all enclosed public places and certain outdoor public areas, under the Smoke-free Environment Act 2000 and the Smoke-free Environment Regulation 2016. These bans protect people from harmful second-hand tobacco smoke. There is no safe level of exposure to second-hand smoke.

The Act bans smoking within 10 metres of children's play equipment in outdoor public places, and within 4 metres of a pedestrian access point to a public building.

RISK MANAGEMENT

It is mandatory to undertake a site inspection with the Venue Operations Coordinator, or their delegate, prior to the event. Hirers will be given an induction for that Facility including Workplace Health and Safety and Security.

All accidents, injuries and incidents must be reported to the Venue Operations Coordinator when keys are returned.

FACILITY EMERGENCY CONTACTS

In the case of an emergency, it is the hirers responsibility to firstly notify the appropriate emergency personnel followed by The Canopy, except where The Canopy's staff are present within the venue. If an emergency occurs when The Canopy's staff are present they must be notified and Emergency Wardens will take charge of the situation.

An after hours contact for The Canopy is provided to hirers during the venue induction process prior to hire.

REVISION INFORMATION

Document Title	Details of Revision	Version	Date	Originator	Checked	Approved
MAN-013	New document	Original				

APPENDIX 1 – FACILITY FACT SHEETS

Please check the website or phone 49081140 for current rates



Cameron Park Community Centre		Address: 107 Northlakes Drive Cameron Park					
		Standard		Corporate		Discount	
		Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
Room 1 – Main Hall <i>Capacity: 150 seated rows: 120 at tables Adjoins commercial kitchen, has audio system and data projector available.</i>		\$45/hr	\$68/hr	\$68/hr	\$100/hr	\$23/hr	\$34/hr
Room 2 – Front Room <i>Capacity: 75 Audio system, smart screen, data projector and built in screen. Opens onto BBQ area and public park</i>		\$33/hr	\$50/hr	\$50/hr	\$75/hr	\$17/hr	\$25/hr
Room 3 – Soundproof Room <i>Capacity: 25 Fully soundproofed and carpeted, fixed data projector and smart board</i>		\$28/hr	\$42/hr	\$42/hr	\$63/hr	\$14/hr	\$21/hr
Room 4 – Kids Room <i>Capacity: 75 seated rows; 50 at tables. Features child sized tables and chairs, TV with built in DVD player and secure outdoor area.</i>		\$33/hr	\$50/hr	\$50/hr	\$75/hr	\$17/hr	\$25/hr
Interview Room <i>Capacity: 4 at table; 2 in armchairs</i>		\$18/hr	\$27/hr	\$27/hr	\$40/hr	\$9/hr	\$14/hr
Commercial Kitchen <i>Commercial gas oven, dishwasher, microwave, urns, glass front fridges.</i>		Half day \$52.50 (up to 5 hours); Full day \$105 (over 5 hours).					
Security Bond (low risk)		\$400 out of business hours bookings					
Security Bond (high risk)		\$600 out of business hours bookings					
Cleaning Charge		Hire rates assume the hirer will set up, clean and pack up. Hirers requiring cleaning services must arrange this at the time of booking.					
Key Deposit (non-refundable if key lost)		\$120					
Disability Access		Yes					
Other:	Data projector and screen \$10/hr, Smart Board \$5/hr						
	Wheelie bins available at \$15 for half; or \$25 for full wheelie bin						
	Additional chairs: \$10/stack of 10; tables \$10 each; whiteboard & markers \$10.						



Floor Plan



Elmore Vale Community Centre	Address: 129 Croudace Road, Elmore Vale	
	Charity/Not for Profit	Commercial/Private
Room 1 – Main Hall Capacity: 80 <i>The Hall is L shaped, tables and chairs are provided, and there is storage space available for regular hirers. The kitchen is located in the middle of the Hall and is open with a serving bench separating it from the Hall.</i>	\$20/hr	\$26/hr
Room 2 – Small Meeting Room Capacity: 15 <i>This is a pleasant space suitable for meetings, small training groups, or small group activities such as dance and special interest groups.</i>	\$10/hr	\$15/hr
Kitchen Commercial fridge, oven, microwave, urn		
Office Space Occupancy Agreement	\$255/week	
Security Bond (low risk)	\$200	
Security Bond (high risk)	\$400	
Cleaning Charge	\$82 (either function cleaning or breach of hire agreement terms)	
Key Deposit (non-refundable if key lost)	\$110	
Late Administration Fee – less than 10 working days notice	\$53	
Storage Fee – locked cupboard	\$10 per cupboard per month	
Disability access	Yes	



Elmore Vale Community Hall	Address: Cardiff Road, Elmore Vale	
	Charity/Not for Profit	Commercial/Private
Room 1 – Main Hall Capacity: 70 <i>This is an older style community hall, with a small raised stage area. It contains tables and chairs. The toilet facilities are located at the rear of the hall.</i>	\$10/hr	\$15/hr
Kitchenette	Contains fridge, oven and urn. Included in Main Hall Hire	
Security Bond (low risk)	\$200	
Security Bond (high risk)	\$400	
Cleaning Charge	\$82 (either function cleaning or breach of hire agreement terms)	
Key Deposit (non-refundable if key lost)	\$110	
Late Administration Fee – less than 10 working days notice	\$53	
Storage Fee – locked cupboard	\$10 per cupboard per month	
Disability access	No	



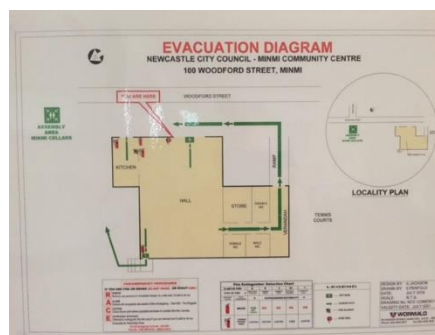
Fletcher Community Centre	Address: Kurraka Drive, Fletcher	
	Charity/Not for Profit	Commercial/Private
Room 1 – Main Hall Capacity: 100 <i>Standard bookings not requiring use of kitchen, AV equipment, crockery and cutlery</i>	\$20/hr	\$31/hr
Room 1 – Main Hall – Function Package <i>Function package includes hire of main hall, use of tables and seating, crockery, cutlery and use of AV system (including projector and multi-speaker sound system). The kitchen includes a commercial fridge, large oven with 5 burner cooktop, microwave, urn and commercial dishwasher.</i>	\$122/4hr	\$163/4hr
Room 2 – Large Meeting Room Capacity: 15	\$15/hr	\$20/hr
Room 3 – Small Meeting Room Capacity: 15	\$10/hr	\$15/hr
Kitchenette	<i>Close to Rooms 2 and 3, tea and coffee making facilities – included in Meeting Room hire.</i>	
Security Bond (low risk)	\$200	
Security Bond (high risk)	\$400	
Cleaning Charge	\$82 (either function cleaning or breach of hire agreement terms)	
Key Deposit (non-refundable if key lost)	\$110	
Late Administration Fee – less than 10 working days notice	\$53	
Storage Fee – locked cupboard	\$10 per cupboard per month	
Disability access	Yes	



Maryland Neighbourhood Centre	Address: 207 Maryland Drive, Maryland	
	Charity/ Not for Profit	Commercial/ Private
Main Hall (functions)	\$20/hr	\$31/hr
Main Hall (meetings, workshops etc)	\$15/hr	\$31/hr
Activities Room (functions)	\$20/hr	\$31/hr
Activities Room (meetings, workshops etc)	\$15/hr	\$31/hr
Social Room	\$15/hr	\$20/hr
Meeting Room	\$15/hr	\$20/hr
Office Space		\$153/wk
Security Bond (low risk)	\$200	
Security Bond (high risk)	\$400	
Cleaning Charge	\$82 (either function cleaning or breach of hire agreement terms)	
Key Deposit (non-refundable if key lost)	\$110	
Late Administration Fee – less than 10 working days notice	\$53	
Storage Fee – locked cupboard	\$10 per cupboard per month	
Disability Access	Yes	



Floor Plan




Minmi Progress Hall	Address: Woodford Street, Minmi	
	Charity/Not for Profit	Commercial/Private
Room 1 – Main Hall Capacity: 70 <i>Minmi Progress Hall is suitable for events of up to 70 guests, and is a great little venue for regular users such as dance classes, fitness classes or social groups.</i> Full Day Hire = 12 hours	\$10/hr	\$13/hr
Kitchen – semi commercial <i>The kitchen contains a fridge, oven, pie oven and microwave, as well as an urn for tea and coffee making – included with hire of the Hall.</i>		
Security Bond (low risk)	\$200	
Security Bond (high risk)	\$400	
Cleaning Charge	\$82 (either function cleaning or breach of hire agreement terms)	
Key Deposit (non-refundable if key lost)	\$110	
Late Administration Fee – less than 10 working days notice	\$53	
Storage Fee – locked cupboard	\$10 per cupboard per month	
Disability access	Yes	



Wallsend Pioneers Memorial Hall	Address: 54 Cowper Street Wallsend	
	Charity/Not for Profit	Commercial/Private
Room 1 – Main Hall Capacity: 200 <i>Hall is air conditioned and has polished floors, a raised stage with backstage area including wings, crossover and change rooms.</i> Full Day Hire = 12 hours	\$26/hr	\$36/hr
Kitchen – semi commercial <i>Large oven, 5 burner stove, stainless steel benchtops, microwave, large fridge, urn – included with hire of Main Hall</i>		
Security Bond (low risk)	\$200	
Security Bond (high risk)	\$400	
Key Deposit (non-refundable if key lost)	\$110	
Late Administration Fee – less than 10 working days notice	\$53	
Storage Fee – locked cupboard	\$10 per cupboard per month	
Cleaning Charge	\$82 (either function cleaning or breach of hire agreement terms)	
Disability access	Yes	

APPENDIX 2 – HIRE FORMS


	FRM-039 The Canopy Key Authority by Hirer			
	Document number:	FRM-039	Version:	Original
	Author:		Review Date:	
	Effective date:		Responsible Officer:	

Registered Hirer Name:			
Activity:			
Date From:		Finish Date:	
Postal Address:			
Phone Contact:			
Email Contact:			

Key Access Authority						
I authorise the following person/s to have access to keys made available to me for room hire at :						
Cameron Park	Elmore Vale CC	Elmore Vale Hall	Fletcher	Maryland	Minmi	Wallsend
Name:						
Date From:		Finish Date:				
Postal Address:						
Phone Contact:						
Email Contact:						

Name:			
Date From:		Finish Date:	
Postal Address:			
Phone Contact:			
Email Contact:			

Registered Hirer Declaration:	
<p>I understand that this authority comes into effect from the date shown above, up to and including the finish date as above.</p> <p>I understand that I remain responsible for the safety of these keys, and the condition of the venue hired, whether they are in my possession or the possession of the person/s authorised.</p> <p>I understand that cancellation of this authority must be made in writing and forwarded to the Venue Operations Coordinator (bookings@thecanopy.org.au)</p>	
Signature:	
Print Name:	
Date:	

	FRM-067 THE CANOPY HIRER BOND REFUND CHECKLIST			
	Document number:	FRM-067	Version:	
	Author:		Review Date:	
	Effective date:		Responsible Officer:	

HIRER BOND REFUND CHECKLIST

Element	Date	Initial
All tables and chairs have been cleaned and returned to the correct storage area		
Toilet areas to be cleaned including hand basins and mirrors		
Kitchen to be cleaned including refrigerator/stove and floor swept and mopped		
Hall floor to be swept and mopped		
All decorations and fastenings (blutac, ribbons, balloons, etc) have been removed		
All room items, features and infrastructure checked and undamaged		
All supplied equipment such as electrical cords, remote controls etc returned undamaged		
All garbage removed from the facility and bins left clean (spills washed out)		
All party rubbish removed from the facility surrounds and carpark area		
All facility, toilet, storerooms and kitchen windows and doors check and locked		
Documents returned – Bond refund checklist, feedback sheet, enter/leave procedure		
Key returned to CPCC		
Comments:		


Please return this completed form to CPCC for Bond Refund

I certify that I have carried out all the above and the facility has been left in a clean and tidy condition and all required items including keys have been returned.


Hirer's Name:		Signature:		Date:	
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Booking Officer will check and confirm all the above before returning Bond. Bond refunds will be processed within 5 business days following the function.

Booking Officer		Signature:		Date:	
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	FRM-066 THE CANOPY HIRER EMERGENCY PROCEDURES		
	Cameron Park Community Centre		
	Document number:	FRM-066	Version: Original
	Author:		Review Date:
	Effective date:		Responsible Officer:

HIRER EMERGENCY PROCEDURES				
Task	Explain	Element	Date	Initial
Hirer Responsibilities		<ul style="list-style-type: none"> Know where all safe exits are located and the designated safe external assembly area, Keep all exits and exit paths clear during use of the Community Centre, Know where emergency equipment is located, Ensure activities to be undertaken by the Hirer and the Hirer's guests are not dangerous, Not interfere with any emergency equipment or notices, Meet the cost of replacement or repair of such emergency equipment caused by any improper use, SAFETY of the Hirer of the Community Centre and the Hirer's guests is the Hirer's responsibility whilst under the Hirer's care and control. 		
Emergency Equipment Usage		<p>The Hirer must:</p> <ul style="list-style-type: none"> Call the fire brigade (000) before attempting to fight any fire, Only attempt to fight a fire with the equipment provided if it is safe to do so, Only use the firefighting equipment if you have read and understood the instructions or are familiar with the equipment and its application, Advise CPCC staff if emergency equipment is used, Not continue to fight a fire beyond the first 30 seconds. If the fire is not extinguished within that time, the Hirer must commence evacuation procedures. A handy guide is that if the fire cannot be extinguished by use of a single extinguisher, then evacuation is necessary. 		
Emergency Evacuation		<p>The Hirer must:</p> <ul style="list-style-type: none"> Identify exact nature and location of the emergency, Remain calm and leave in an orderly manner, Remember to search all areas of the Community Centre for stragglers (eg toilets) only if safe to do so, Report to the emergency authority (eg Fire Brigade) the status of all persons under their care, Only re-enter the Community Centre when authorised to do so by the emergency authority. 		
EMERGENCY CONTACT				
CPCC Rep:		Signature:	Date:	
Hirer's Name:		Signature:	Date:	

	FRM-065 THE CANOPY HIRER INDUCTION FORM			
	Document number:	FRM-065	Version:	
	Author:		Review Date:	
	Effective date:		Responsible Officer:	

HIRER INDUCTION CHECKLIST

Task	Explain	Element	Date	Initial
Issue and discuss Hall Hire Pack		Use of Alcohol – Notify Police – Event Number Required		
		Received Enter/Leave Procedure		
		Received Bond Return Checklist		

Task	Explain	Element	Date	Initial
Photos Pre/Post Event		I have taken photos pre and/or post event which show the condition of the facility.		

Task	Explain	Element	Date	Initial
Site Tour		Test Keys		
		Test Codes		
		Emergency Procedures and Plans		
		Storage, Cleaning and PPE		
		First Aid		
		Room Features discussed and training material displayed		
		Amenities		
		Where keysafe contains key and swipe – please return the swipe to the keysafe (may be required by other users, plus provides safety in case swipe is inadvertently locked in room).		

Comments:

Induction conducted by:		Signature:		Date:	
Hirer's Name:		Signature:		Date:	

Hall Hire Terms & Conditions

1. The Hirer is to pay the fee and/or bond shown on the quote and make payment within 28 days of booking the facility, with a minimum of 7 days in advance of the booking, in order to secure the booking.
2. The security bond will be returned up to 7 working days after the event, provided the Terms and Conditions are adhered to, the key has been returned and no damage to the facility is reported.
3. **Proof of identity in the form of a Driver's License or an alternative form of photographic ID must be provided at the time of booking. Hirers must be aged 18 years or older in order to hire a Facility and bookings by people aged under 25 for the purpose of social gatherings will not be accepted.**
4. The Hirer must ensure all music and noise levels are kept at an acceptable level (including entering and leaving the premises), music must cease at 10:30pm and the facility vacated by midnight. The security bond may be forfeited if complaints are received regarding excessive noise or non-adherence to these times.
5. Use of the hired area/s, including set-up, pack-up and clean-up is only provided during the booked hours and sufficient time must be allocated within the booking for these. If The Hirer is found to be at the facility outside of their booked times the will found to be in breach of this agreement and charged for the additional use.
6. The Hirer must ensure there is no smoking inside the Facility or in playground areas. Any persons smoking outside the building must be at least 10 metres from doors and windows of the building, preventing smoke entering the facility.
7. Use of smoke machines and naked flames (such as candles, camping stoves etc) is not permissible within the facility. If the smoke alarm system is activated as a result of the hire and NSW Fire Brigade attend the Hirer will be responsible for any resultant costs.
8. No animals shall be permitted in the Facility except animals trained to assist people with a disability in accordance with the Companion Animals Regulation 2008. The Hirer may be granted approval to permit animals in the Facility grounds subsequent to additional conditions of hire.
9. The Hirer must ensure the facility is clean and left in a tidy condition before vacating the facility at the end of the time of hire. This includes sweeping and mopping floors, wiping down furniture and, where the facility includes a kitchen, wiping the bench tops, wiping the stove and other equipment, emptying and cleaning the dishwasher and removing all foodstuffs from the fridge and freezer.
10. Hirers must remove all rubbish and bottles from the facility at the end of the time of hire unless a waste levy is paid (where required) sufficient to dispose of all rubbish in the allocated bin space. Any rubbish that does not fit in the bins it to be removed by the hirer and disposed of at their own cost.
11. The Hirer is responsible for setting up, clearing down and packing away all tables and chairs. All tables and chairs must be returned to the areas that they are retrieved from.
12. **The Hirer must obtain a Liquor License from the Office of Liquor, Gaming and Racing when alcohol is to be sold at the facility. Any such license must not be sought without prior written consent.**
13. **The Hirer must advise Police of the time, date and location of the event at a Community Facility when alcohol is not sold but provided by The Hirer or participants and agrees that consumption or service of alcohol will not be in breach of the Liquor Act 20017 or any other license issued thereunder.**
14. The Hirer must provide licensed security at the facility and/or increased bond if the event for which The Hirer is using the facility is assessed as having an increased risk to the facility or its surrounding environment.
15. Venues within the Newcastle City Council LGA are not available for hire for the purpose of conducting 18th birthday parties, 21st birthday parties or parties for other similar ages.
16. Hirers who are found to be falsely stating the nature of their event may be subject to booking cancellation and forfeiture of the security bond.
17. The Hirer must follow legal guidelines for Food Handling, if food is to be prepared or sold at the facility.
18. Hirers are responsible for turning off facility lighting, securing all windows and doors and arming the alarm (where provided) before vacating the Facility at the end of the time of hire. The Canopy reserves the right to recover costs from The Hirer if any damage or loss occurs as a result of failure to secure the facility.
19. The Hirer must pay any costs incurred for cleaning, repairing or replacing any part of the premises, its fixtures, fittings

or equipment damaged or destroyed during the hire period. These costs will be automatically deducted from the security bond and an invoice raised for any costs above and beyond this figure. We encourage all hirers to take photographic evidence of the facility pre and post hire to assist in determining the condition of the premises.

20. Access instructions are to be used by The Hirer only and not passed on to any third parties. The Hirer is to return the keys for the facility (if issued) to The Canopy at the earliest opportunity on the next business day following the hire period. In the event the keys are lost, The Canopy will invoice The Hirer as per the pricing policy to recover the costs of replacing keys and change of locks if required.
21. The Hirer accepts full responsibility for any loss or damage to any personal property (including money, jewellery and credit cards); and property on hire or loan, which is in the facility in connection with or because of its hire.
22. The Hirer accepts responsibility for the facility grounds and surrounding environment, as the bond also covers these areas when hiring the facility. All rubbish from the function must be removed from the surrounding grounds and gardens.
23. The Hirer accepts full responsibility for damage or injuries to third parties (outside the group) as a result of willful misconduct by the Hirer or a member of the group.
24. The Hirer accepts responsibility for ensuring that members of the hire group not engage in illegal activities whilst at the Facility and agrees to cover any remedial costs that result from such activities should they occur.
25. Incorporated associations, sporting clubs or regular constituted group Hirers hiring more than ten days per annum for facilities within Lake Macquarie City Council LGA or twelve days per annum for facilities within Newcastle City Council LGA must provide public liability insurance for a minimum sum insured of \$20,000,000 as well as a policy for loss or damage to any property brought to or left at the facility. The public liability insurance policy must indemnify The Canopy Incorporated, Newcastle City Council and Lake Macquarie City Council (where applicable).
26. Contractors who are engaged by The Hirer (ie decorators, entertainers, security etc) are required to hold public liability insurance for a minimum sum insured of \$20,000,000 as well as a policy for loss or damage to any property that they bring to the facility.
27. Cancellation Fees – the full usage fee will be charged for bookings cancelled with less than 48 hours' notice. Fifty percent of the usage fee will be charged for bookings cancelled with 48 hours to one week's notice.
28. A casual Hirer must ensure any private electrical appliance used at the Community Facility is tested and tagged.
29. Regular Hirers who purchase electrical appliances with their own funds for use at the Community Facility must ensure a licensed electrician inspects and tags those electrical appliances annually.
30. All hazards and/or incidents must be promptly reported to The Canopy by emailing bookings@thecanopy.org.au
31. For emergency after hours assistance please contact The Canopy's after hours bookings contact on 0438 683 581. Please note that this service is for help with alarm codes or hall entry and genuine emergencies only. Calls for purposes other than these will result in a \$50 call fee deducted from The Hirer's bond.

Breach of Terms

- Any breach of the above terms entitles The Canopy to terminate the agreement and to require the immediate vacating of the Facility.
- The Canopy shall be entitled to apply the whole or any part of the bond to remedy any breach of this agreement and demand from The Hirer any balance owing to it on behalf of the The Canopy, if the bond is insufficient to meet the cost of remedy.
- The Canopy shall be entitled to recover from The Hirer the cost of remedying or rectifying any breach of the agreement including legal and court costs of such recovery.

**I, the abovementioned Hirer, agree that I have read the Hiring Conditions and agree to abide by them.
I hereby certify that the information supplied in this application is correct to the best of my knowledge.**

Print Name:

Signed:

Date:

Email: bookings@thecanopy.org.au

Ph.: (02) 4908 1140

Fax: (02) 4908 1134

APPENDIX 3 – PRICING BROCHURES

