

Community Centres & Halls

Terms & Conditions of Hire

As of 1 January 2023



Hirers acknowledge and agree to comply with the following terms and conditions:

1. General

- a) Hirers must be minimum of 18 years of age. Photographic ID may be required.
- b) 18ths, 21sts or similar age celebrations are not permitted. Social gatherings (when permitted) cannot be booked by any person under the age of 25 years.
- c) The type and nature of the event and number of participants must be accurately stated.
- d) City of Newcastle (CN) has the right to conduct checks of facilities to ensure compliance with these Terms & Conditions.
- e) CN may request additional information on your event including, but not limited to, details of any security arranged for specific events before confirming your booking.
- f) All hirers and their guests attend the facility at their own risk.
- g) The hirer is responsible for the behavior of those attending their event, and attendee compliance with these Terms & Conditions.
- h) Hirers will be responsible for the cost of any damage, accidental or otherwise, caused at the facility, by any act, omission or negligence of the hirer or their guests.
- i) Access instructions are confidential and for the use of the hirer only, and only for the approved event. Access to the facility is not permitted outside of the booking time.
- j) Booking time is to include set up, wiping down and packing away all furniture & any cleaning of the venue, as required by hire type (Casual or Regular).
- k) Displays and decorations are not to be fixed to any surface of the facility. Fasteners of any kind such as staples, nails, pins, bluetac etc. are not permitted. Confetti is not permitted on any CN premises.
- l) The sale of alcohol is not permitted.
- m) Smoking is not permitted within 10 metres of the facility or within any boundary fencing.
- n) Hirers will not facilitate or participate in activities that involve the sale of fur or exotic animal skin products.
- o) No animals are permitted in the facility except for animals permitted under the Companion Animals Regulation 2018.

2. Compliance with Laws

- a) Hirers must always comply with all laws including, statutes, rules, regulations, proclamations, ordinances, by-laws, instruments, orders, consents, approvals, permits and licenses made or issued under any statute or by any federal, state or local government authority or body.
- b) Hirers must read, acknowledge and comply with any Facility Requirements, such as a COVID-Safe Plan, in place at the time of their use of the facility.
- c) Bookings may be cancelled, and the facility closed at any time, following a Government directive or at the discretion of CN.

3. Quiet enjoyment

- a) The hirer is not to interfere with the reasonable quiet enjoyment or privacy of other hirers in the facility or neighboring properties. The booking or future bookings may be cancelled should complaints be received.
- b) All noise is to be kept within reasonable limits (including entering and departing the facility) with all noise to cease by 9:00 pm with vacate by 10:00 pm.

4. Insurance

- a) All Incorporated Bodies, Sporting bodies, Clubs and Associations of any kind OR Not For Profit / Commercial activities must provide a copy of their valid Public Liability Insurance (minimum \$20 million). Public Liability Insurance must list CN as an Interested Party.
- b) Insurance of the hirer's equipment and goods is the responsibility of the hirer.
- c) It is the hirer's responsibility to sight all contractor's current public liability insurance (minimum \$20 million) to cover catering, entertainment, security or any other service to be provided at the facility.

5. End of hire/vacate responsibilities

- a) All tables, chairs and equipment are to be cleaned and neatly stored as it was at the commencement of hire.
- b) All personal equipment & belongings are to be removed from the facility. Items left at the facility may be disposed of without further notice.
- c) Hirers are to remove all rubbish from the facility and the hirer is responsible for legal disposal.
- d) All areas of the facility are to be cleaned as per any additional requirements (e.g. COVID Safe Plan) in place at the time of hire.
- e) All lights and appliances are to be switched off prior to departure.
- f) The facility must be secured, ensuring all doors and windows are locked and alarms (where applicable) are armed.
- g) Keys are to be returned to the lock box.
- h) If any of the above conditions are not met, CN has the right to retain part or all of the security bond.

6. Regular Hirers

- a) Storage cupboards are available at selected facilities for a monthly [fee](#). Storage is to be booked separately and may be subject to further Terms & Conditions.
- b) Hire will be invoiced monthly in arrears, with invoices due 14 days later. Non-payment of fees will result in cancellation of future bookings.
- c) Hirers must leave the venue clean and tidy, as it was at the commencement of hire. All areas of the facility are to be cleaned in accordance with any facility COVID-Safe Plan, or similar document, in place at the time of their use of the facility.

7. Casual Hirers

- a) Hire [Fees and Charges](#) must be paid in full to secure the booking.
- b) A cleaning fee is applicable to all casual bookings. Hirers must leave the venue clean and tidy, as it was at the commencement of hire

8. Fees & Charges

- a) CN Schedule of [Fees and Charges](#) is reviewed annually. Changes will not be notified to hirers, however, Fees and Charges will be updated on the website each financial year.
- b) Cancellation Fees will apply as follows in accordance with the Fees and Charges
 - less than 2 business days' notice –The full hire fee and cleaning fee will be charged.
 - Less than 5 but more than 2 business days' notice –50% of the hire fee will be charged.

9. Security Bond

- a) All bookings are subject to a security bond to be paid in advance of the booking. The level of Bond will depend upon the perceived risk of the Hire.
- b) Bank account details are to be supplied when booking, to allow for the refund of the bond.
- c) Bond refunds can take up to 28 days after the event.
- d) CN shall be entitled to apply the whole or any part of the security bond to remedy any breach of this Agreement or damage caused by the hirer or their guests at the facility and demand from the Hirer any balance owing if the security bond is insufficient to meet the cost of remedy.

10. Alcohol

- a) The sale of alcohol is not permitted at the facility.
- b) If alcohol is to be consumed during the hire, a NSW Police Force Safe Party/ Function notification form must be completed and provided to CN prior to the granting of hire approval.

11. Emergency Assistance

- a) In the event of an emergency, please call 000.
- b) Contact CN After Hours Emergency line on 4974 2000 for all other issues. A callout fee will be payable if the hirer is at fault, or the callout is a result of their misuse of the facility.

12. Risk Assessments & Inductions

- a) In accordance with the Work Health & Safety Regulation 2017, any electrical appliances that belongs to the hirer and is used at the facility must be tested and tagged by a qualified person.
- b) Hirers are to provide their own First Aid requirements as First Aid Kits are not available at the facility.
- c) All hazards and/or incidents must be promptly reported to CN by calling 4974 2000.
- d) Site Inductions and evacuation diagrams must be read and acknowledged.

Acknowledgement

I agree to abide by these Terms & Conditions of hire and acknowledge that current and future bookings will be cancelled for breach of these Terms & Conditions.

I further acknowledge CN reserves the right to cancel or refuse bookings at their discretion.

Breach of Conditions

Any breach of the above Conditions entitles CN to terminate the agreement and the facility is to be immediately vacated.

CN is entitled to recover from the hirer the cost of remedying or rectifying any breach of the hire agreement or these Terms & Conditions of Hire including, but not limited to, legal and court costs of such recovery.

I agree that the premises are hired for the purpose as requested and for such purposes only. I have read the Conditions of Hire for Community Facilities and agree to abide by them.

Privacy statement

CN is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council's Privacy Management Plan.

Purpose of collection: Personal information, including photo ID is collected to confirm the identity and address of the responsible hirer.

Intended recipients: CN staff will have access to the information for the purpose of administering the hire agreement and comply with any statutory obligations.

Supply: Voluntary.

Consequence of non-provision: Condition of Hire not met so person unable to hire venue.

Storage and security: CN's electronic record keeping system(s) accessible only by CN staff for no longer than is required by the General Retention and Disposal Authority of NSW and CN's statutory obligations, and be disposed appropriately.

Access: Individuals can check the accuracy of their personal information held by CN by written request, addressed to CN Privacy Contact Officer.

Hirer Details and Acknowledgement of the above Conditions

Event Organiser / Group Name:	
I / We acknowledge and fully understand the above Conditions of Hire: YES <input type="checkbox"/> NO <input type="checkbox"/>	
Signature:	Date: