
	<b>FRM-064 THE CANOPY COMMUNITY FACILITY HIRE TERMS &amp; CONDITIONS</b>		
	<b>Document number:</b>	FRM-064	<b>Version:</b> 1.2
	<b>Author:</b>	ADD&M	<b>Review Date:</b> 14/10/2027
	<b>Effective date:</b>	14/10/2024	<b>Responsible Officer:</b> CFC

## Community Facility Hire Terms & Conditions

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

### 1. General

- a. Hirers must be aged 18 years or older to hire a facility.
- b. Social bookings made by people under 25 years will not be accepted.
- c. Current and valid Photo ID must be provided at the time of booking for all private and social events, or where requested. Identification must be issued by an Australian Government Body.
- d. Venues within the Newcastle City Council Local Government Area are not available for hire for 18<sup>th</sup> birthday parties, 21<sup>st</sup> birthday parties or parties for other similar ages. *(NOTE: Our Venues at Cameron Park are available for 18<sup>th</sup> birthday parties, 21<sup>st</sup> birthday parties).*
- e. Bookings must include sufficient time for set up, pack up and any necessary cleaning. If the hirer is found to be at the facility outside of their booked times they are in breach of this agreement and will be charged for the additional use and any costs incurred to The Canopy. Access to the facility is not permitted outside of the booking time.
- f. The type and nature of the event and number of participants must be accurately stated. 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.
- g. The hirer is responsible for the behaviour of those attending their event and attendee compliance with these Terms & Conditions.
- h. All hirers and their guests attend the facility at their own risk.
- i. The Hirer accepts full responsibility for the cost of any loss or damage (accidental or otherwise) and/or injuries to third parties (outside the group) caused at the facility as a result of willful misconduct / negligence by the Hirer or their guests or third parties.
- j. 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 or third parties.
- k. 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.
- l. 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.
- m. Access instructions are confidential and are to be used by the Hirer only and not passed onto any third parties.
- n. The Hirer must ensure there is no smoking inside the facility, in playground areas, or within boundary fencing. Any persons smoking outside the building must be at least 10 metres from doors and windows of the building, preventing smoke entering the facility (Smoke-free Environment Act 2000 and the Smoke-free Environment Regulation 2016).
- o. Displays and decorations are not to be fixed to any surface of the facility. Fasteners of any kind such as blue-tac, sticky tape, adhesive hooks, pins, nails etc. are not permitted. No confetti allowed on the premises.
- p. The Canopy may request additional information on your event including, but not limited to, details of hired contractors or enlisted suppliers (e.g. Security, DJ's) before confirming your booking.
- q. No animals are permitted in the facility except for animals permitted under the Companion Animals Regulation 2018.
- r. Hirers will not facilitate or participate in activities that involve the sale of fur or exotic animal skin products
- s. The Canopy reserves the right to conduct checks of facilities to ensure compliance with these Terms & Conditions.

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## 2. Compliance with Laws

- Food Authority NSW (<http://www.foodauthority.nsw.gov.au/>) 'Guidelines for Food Handling' must be followed, if food is to be prepared or sold at the facility.
- Hirers must always comply with all laws including, statutes, rules, regulations, proclamations, ordinances, by-laws, instruments, orders, consents, approvals, permits and licences made or issued under any statute or by any federal, state or local government authority or body.
- Hirers must read, acknowledge and comply with any Facility Requirements, such as COVID-Safe Plan, in place at the time of their use of the facility.
- Bookings may be cancelled, and the facility closed at any time, following a Government directive or at the discretion of The Canopy and/or asset owner.

## 3. Quiet enjoyment


- 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 11:00pm.
- The security bond may be forfeited if complaints are received regarding excessive noise or non-adherence to these times.
- The hirer is not to interfere with the reasonable quiet enjoyment or privacy of other hirers in the facility or neighbouring properties. The booking or future bookings may be cancelled should complaints be received.

## 4. Insurance

- Incorporated associations, sporting clubs or regular constituted group Hirers hiring more than ten days per annum for facilities within Lake Macquarie City Council Local Government Area or twelve days per annum for facilities within City of Newcastle Local Government Area 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, City of Newcastle, and Lake Macquarie City Council (where applicable). A copy of Public Liability Insurance Certificate of Currency must be provided to The Canopy.
- Contractors who are engaged by The Hirer (e.g., 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.
- Insurance of the Hirer's equipment and goods is the responsibility of the Hirer.
- 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

- The Hirer must ensure the facility is left neat and tidy before vacating the facility at the end of hire. This may include; sweeping and mopping floors, wiping appliances and benchtops, emptying dishwasher (where provided), and removing all foodstuffs from the fridge and freezer.
- 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 restored to same position and stacking order from which they were originally found. Please refer to reference material where displayed.
- All areas of the facility are to be cleaned in accordance with any additional requirements (e.g. directives from Government and/or The Canopy) in place at the time of hire.
- Hirers must remove all rubbish from the facility at the end of the time and the hirer is responsible for legal disposal. This applies to all City of Newcastle and Lake Macquarie City Council facilities (*Note: Hirers of Cameron Park Community Centre and Pasterfield Community Centre have the option to hire bins. Any rubbish that does not fit in the bins it to be removed by the hirer and disposed of at their own cost*).
- 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.
- All personal equipment & belongings are to be removed from the facility. Items left at the facility may be disposed of without further notice.

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- g. All lights and appliances (except fridges and freezers) are to be switched off prior to departure unless otherwise marked.
- h. The facility must be secured, ensuring all doors and windows are locked and alarms (where applicable) are armed. 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.
- i. The Hirer is to return the keys for the facility to the lockbox 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.

## 6. Regular Hirers

- a. Regular Hirers bookings are allocated for a maximum period of 12 months in a Calendar year. Renewal of bookings is undertaken in accordance with our annual booking procedures.
- b. Storage cupboards are available at selected facilities for a monthly fee. Storage is to be booked separately and is subject to availability and further Terms & Conditions.
- c. Hirer will be invoiced monthly in arrears. Non-payment of fees will result in cancellation of future bookings
- d. Hirers must leave the venue clean and tidy, as it was at the commencement of hire.

## 7. Casual Hire

- a. Hire Fees and Charges must be paid in full to secure the booking.
- b. A cleaning fee is applicable to all casual bookings to cover the post event cleaner. Hirers must ensure that the facility is left neat and tidy as it was at the commencement of hire.

## 8. Fees & Charges


- a. 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, to secure the booking.
- b. Cancellation Fees – the full usage fee will be charged for bookings cancelled with less than 48 hours' notice. 50% of the usage fee will be charged for bookings cancelled with 48 hours to one week's notice.
- c. Late administration fee (for bookings made with less than 7 days' notice) in accordance with prescribed fees and charges.
- d. The Canopy pricing guide of prescribed Fees and Charges is reviewed annually.
- e. Cancellation Fees will apply as follows in accordance with the Fees and Charges
  - Less than 48 hours' notice – The full hire fee and cleaning fee will be charged.
  - One week to 48 hours' notice – 50% of the hire fee will be charged.

## 9. Security Bond

- a. The Hirer is to pay the fee and/or security 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, to secure the booking.
- b. Bank account details to be supplied when booking, to allow for the refund of the bond.
- c. The security bond will be returned up to 28 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 found being left in the same condition as at the commencement of hire.
- d. 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. Hirers are required to take photographic evidence of the facility pre and post hire to confirm the condition of the premises.

## 10. Candles, Smoke Machines, Naked flames

- a. Use of smoke machines and naked flames (such as candles, BBQs, camping stoves etc.) is not permissible within the facility.

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- b. 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.

## 11. Specific Event Activities

- a. Events/activities where wardrobe dress/clothing changes are required, must only use the cubicles located in the amenities for changing of clothes.
- b. Activities involving potentially messy or damaging items (e.g., paint, glitter, glue, and sensory play material) must be disclosed and a statement submitted on how potential issues will be minimised.
- c. No modifications can be made to the facilities in any shape or form.

## 12. Alcohol

- a. The sale of alcohol is not permitted at City of Newcastle facilities. Sale of alcohol is only permitted at Cameron Park Community Centre and Pasterfield Community Centre when the Hirer has obtained a Liquor License from the Office of Liquor, Gaming and Racing. *(Note: Any such license must not be sought without prior written consent from The Canopy).*
- 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 The Canopy 15 days prior to your event hire. Access to the facility is subject to a copy being provided to The Canopy. Keys to the venue will be denied if the application has not been provided. A 'Safe Party Information Pack, can be obtained at your local Police Station or online at [www.police.nsw.gov.au/hot\\_topics/safe\\_party](http://www.police.nsw.gov.au/hot_topics/safe_party) or at [www.mynite.com.au](http://www.mynite.com.au).

## 13. Security

- a. The Hirer must provide licensed security at the facility and/or incur an 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.

## 14. Animals

- a. 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.

## 15. Furnishings and fixtures


- a. No permanent furniture items (e.g. displays, lounges, tables, or outdoor garden beds) in foyer or common areas, are to be moved.

## 16. Emergency Exits

- a. All emergency exits and common areas (e.g.; foyers, hallways) are to remain clear at all times.
- b. No furniture, equipment or other items are to be positioned causing obstruction to accessing fire safety equipment
- c. No fire emergency equipment is to be tampered with. Any damage to equipment or emergency service attendance fees caused as a result of the Hirer or their guests or third parties interfering / tampering will be fully borne by the Hirer.

## 17. Risk assessments and inductions

- a. All hazards and/or incidents must be promptly reported to The Canopy by emailing [bookings@thecanopy.org.au](mailto:bookings@thecanopy.org.au)
- b. In accordance with the Work Health & Safety Regulation 2017, any electrical appliances that belong to the hirer and are used at the facility must be tested and tagged by a qualified person.
- c. Hirers are to meet their own First Aid requirements. First Aid Kits are not provided at the facility.
- d. All hazards and/or incidents must be promptly reported to The Canopy by calling 0438 683 581.
- e. Site Inductions and evacuation diagrams must be read and acknowledged.

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## 18. Emergency Assistance

- a. In the event of an emergency, please call 000.
- b. For other after-hours help 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 call fee deducted from The Hirer's bond.

## Breach of Conditions

- 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 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.

Hirer Details and acknowledgement of the above conditions	
<ul style="list-style-type: none"> <li>I agree that I have read the Hiring Conditions and agree to abide by them.</li> <li>I hereby certify that the information supplied in this application is correct to the best of my knowledge.</li> <li>I acknowledge that current and future bookings will be cancelled for breach of these Terms &amp; Conditions.</li> <li>I further acknowledge The Canopy reserves the right to cancel or refuse bookings at their discretion.</li> </ul>	
Print Name:	
Signed	Date:

Email: [bookings@thecanopy.org.au](mailto:bookings@thecanopy.org.au)

Ph.: (02) 4908 1140