

Rules and Conditions of Hire - Community Facilities

1. Introduction

Thank you for expressing an interest in hiring a Community Facility. These are owned by Port Macquarie-Hastings Council and are managed by community based management committees or directly by Council. Community Facilities are a great community resource and we ask that you value and care for them.

2. Hours of Operation

7.00am – 12.00 midnight.

No function/event shall start before 7.00am or continue past 12.00 midnight.

3. Fees and Bonds

Fees and charges for Community Facilities are set annually by Council, after consultation with management committees.

Only under special circumstances can hire fees be waived. Prior permission must be given by the Council's Community Facilities Officer.

A Bond or refundable cleaning deposit may be required, plus an additional Alcohol Bond (\$275) where alcohol is to be consumed. These bonds are refundable if, after inspection, the facility, grounds and equipment are deemed to have been left clean and undamaged and noise restrictions have not been exceeded.

The hirer further agrees to pay for any cleaning or rectification of damage, not covered by the amount of the bond(s).

Payment of fees and bonds to be made at least 1 week prior to use of the facility, to the Booking Officer.

See booking form for direct deposit payment details.

4. Public Liability Insurance

All activities in the facility are required to be covered by Public Liability Insurance to the value of \$10 million.

The hirer must provide evidence of insurance coverage at the time of booking.

Council provides public liability insurance coverage to non-incorporated groups and individuals.

\$2000 excess applies to each and every claim, this is payable by the hirer. The policy only covers hirers of facilities that have been specified to our insurer. Council must be notified immediately in the event of any accident that may result in a claim against the policy.

5. Noise From Activity

The noise from the facility shall not be audible within any habitable room in any residential premises near the facility between the hours of 11.00 pm and 7.00 am.

6. Functions Involving Alcohol

Alcohol shall NOT be brought into the premises without the prior written consent of the Management Committee.

The conditions set out in the appendix "Alcohol Policy for Community Facilities" must be accepted.

Where permission is granted for alcohol to be consumed in the facility an additional Alcohol Bond will be required at the time of booking (see current fees and charges). This Alcohol Bond is in addition to the General Bond and is refundable if the facility is vacated on time and left clean and undamaged and noise restrictions have not been exceeded. This also includes the grounds of the facility.

7. Access to the Facility

The hirer needs to allow time for setting up and cleaning up afterwards when making the booking.

This time is charged at the same hire rate. The premises must be vacated by all patrons within the booking time and the hirer shall remove all the hirer's goods, and leave the premises in a reasonably clean state at the expiration of the booking, otherwise additional charges, at the scheduled rates, shall apply.

8. Responsibilities of Hirers

Hirers are responsible for;

- Setting up and restacking and/or removal of chairs and tables etc.
- Ensuring that chairs are not stacked too high, or in front of exits or fire extinguishers.
- Inspecting kitchens before the function/event to ensure that the facilities are adequate.
- Ensuring that all electrical leads and appliances that are to be used in the facility have been inspected and tagged in accordance with AS/NZS3760 (as they will be held responsible for damage caused by untagged electrical leads or appliances brought into the facility).
- Cleaning kitchens after use, including the removal of all unconsumed food and drink from the refrigerator.
- All rubbish is to be removed from the premises unless advised otherwise by the management committee.
- Turning off air conditioner and/or fans (if applicable) and lights.
- Double checking that all windows and doors are locked.
- Reporting any damage to the Booking Officer/Council office.
- Returning the key to the Booking Officer within 24 hours of the expiration of the booking.
- Making arrangements with the Booking Officer for an inspection of the facility to facilitate the return of the deposit(s).

9. Loss or Damage to/of Property

The Management Committee/Council shall not be responsible for any loss or damage to any property whatsoever belonging to the hirer or persons attending the function.

The hirer shall indemnify the Management Committee/Council against any claim for compensation arising out of any action by the hirer or persons acting on his/her behalf.

The hirer shall be liable for costs associated with making good any damage caused to buildings, fittings, furniture and other installations arising out of his/her use of the Facility.

10. Child Protection

The Hirer shall meet the legislative provision of the State Government's Child Protection (Prohibited Employment) Act 1998. The hirer is responsible for ensuring that volunteers or employees, who have direct and unsupervised contact with children and young people, have undergone police checks on their background.

11. Sale of Goods

Retail activities are not permitted at any Community Facility. Selling goods to raise funds for community based projects can only be done with the prior written consent of the Community Facilities Officer.

12. Smoking

In accordance with the Smoke-Free Environment Act 2000 smoking is not permitted inside the facility or within 10 metres of any Council building.

13. Acceptance of Conditions

The payment by any person of any amount of rental for the hire of the facility shall be deemed an acknowledgment and acceptance by such person of the conditions set out herein.

14. Conflict over Hire

In the event of any dispute or difference arising as to the interpretation of the conditions contained in this agreement, the decision of the General Manager of Port Macquarie-Hastings Council shall be final.

Alcohol Licence Conditions:

1. If a community facility hirer is intending to sell alcohol at a function, they must obtain the relevant liquor licence. An application form can be accessed via the NSW Office of Liquor Gaming and Racing website: www.olgr.nsw.gov.au. A full copy of the application is required to be submitted to the Office of Liquor Gaming & Racing at least 28 days before the date of the function and a copy lodged with Council and Local Police.
2. Licensed Security attendants are required at all functions involving more than 50 people where alcohol is to be served. The Hirer shall provide at least two professional security attendants per 50 persons attending the function. (A copy of the quotation for security services is to be submitted with the signed Rules and Conditions of Hire Form.)
3. The Hirer will notify the Duty Officer of the Police Station nearest to where the facility is located, seven days prior to the function if alcohol will be present.
4. The function will cease at 12.00am in compliance with Council Policy. If this does not occur then the entire Alcohol Bond and General Bond will be forfeited.
5. The hirer is responsible for ensuring the responsible service and consumption of alcohol at the function, including ensuring persons under the age of 18 are prohibited from obtaining or consuming alcohol.
6. Food and water must be freely available for patrons whenever alcohol is consumed on the facility premises.
7. The hirer shall be responsible for the maintenance of good order during the function.
8. The noise from the facility shall not be audible within any habitable room in any residential premises near by the facility between the hours of 11.00 pm and 7.00 am.
9. The hirer will ensure that all guests leave in a quiet and orderly manner so as not to disrupt the good order of the neighbourhood, including the provision of adequate transport from the facility at the completion of the function, e.g. booking an appropriate number of taxis/maxi-taxis for completion of function.
10. The hirer will ensure liquor provided by the hirer is not carried away by guests or consumed by guests outside the facility.