



COMMUNITY FACILITIES MANAGEMENT

COMMUNITY VENUES PERMANENT HIRE PROCEDURES (TERMS AND CONDITIONS)

TRIM 165344.2020



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Liverpool City Council is committed to delivering high quality services and Venues that are accessible to all and which meet the needs of the general community.

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| 1 Purpose/
Objectives | <p>1.1 This procedure sets out the terms and conditions of hiring Council's Community Venues on a permanent 2 year hire agreement.</p> <p>1.2 As part of Council's commitment to social justice, Council supports targeted programs and services that directly seek to improve the wellbeing and quality of life for all, including fair and equitable access to community facilities. This procedure ensures that there is an opportunity for all community members (individuals or groups) to access Venues and a mix of social and community functions are allowed at most Venues.</p> |
| 2 Scope | <p>2.1 This procedure covers the conditions of hire for Council's community facilities available for hire on a permanent hire agreement with Council. The granting of agreements on a casual basis does not form part of this procedure.</p> <p>2.2 Sporting ovals, parks and recreational areas adjacent to any Venue are not for hire under these terms and conditions. For further information on booking a park, Permanent Hirers should contact Liverpool City Council, Customer Service Centre on 1300 36 2170.</p> |

- 3 Definitions** For the purpose of identifying the hiring of Community Venues, the following definitions will be used:

Booking: a set date and time made for a Community Venue.

Casual Hirer: A hirer who books a Council Venue once or a few times throughout the year (maximum 10 bookings per calendar year).

Community Organisation: A not-for-profit (**NFP**) society, association or club established for community service purposes except political or lobbying purposes

Community Venue/ Venue: A Council-owned facility that can be booked by individuals and organisations for social functions, community programs and other activities.

Expression of Interest (EOI): A call to Community Organisations operating within the Liverpool LGA to register interest in hiring a Community Venue as a Permanent Hirer.

Licenced Tenant: A Community Organisation who has negotiated a (3) year agreement with Council.

Permanent Hirer: a person or organisation including a Community Organisation who has entered into a Permanent Hire Agreement with Council and who hires a Venue regularly throughout the year (more than 10 bookings per calendar year).

Permanent Hire Agreement: a 2 year agreement between Council and the Permanent Hirer to use a Community Venue or a Room within a Venue for its functions, programs and other activities following an EOI process.

Room: A specific area within a Community Venue with designated capacity – may refer to a function room, meeting room or a boardroom.

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4 Fee Structure Descriptions

4.1 Fees and charges for the use of Council's Community Venues.

Category A

- Social functions, i.e. birthday parties, christenings, weddings, communions, family gatherings, celebrations, wakes, etc;
- State and Federal government organisations, i.e. Electoral Office, RMS, etc;
- Commercial businesses; or
- Self-employed or small businesses operating for personal profit.

Category B

- Community business / self-employed persons who can provide evidence that they are providing social and community programs with aims linking to Council's Management Plan, Partnership Programs and Social Plans.

Category C

- Funded community programs;
- Local Government programs, Liverpool City Council;
- Schools (Primary, Secondary and Tertiary);
- Registered charities not for fundraising purposes;
- Religious: Defined as - Committee meetings, services, prayer meetings, programs, consultations/meeting, counselling and youth groups;
- Sunday Groups - block rates on Sundays only am and/or pm; or
- Mondays to Saturdays - Monday to Thursday till 11.00 pm, and Friday and Saturday till 3.00 pm (hourly rate applies)

Category D

- Political Parties;
- Self-funded Community Group - is funded through participant payments;
- Senior Groups self-funded through participant payments for programs specifically designed for Seniors; or
- Playgroups self-funded through participant payments for programs specifically designed for families with children 0-5yrs

Category E

- Shaping and Supporting New Programs Pilot Program - Disadvantaged, refugees, newly arrived groups, organisations or individuals in Liverpool LGA (for a period of 12 months to establish).

4.2 Community Organisations seeking the community rate are to provide documentation that proves the organisation's not for profit status. One of the following documents is required: Copy of Certificate of Incorporation (not-for-profit organisation only), evidence of registration as a charity or any other documentation to support the application.

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- 5 Application and Expression of Interest**
- 5.1 The right to use the Venue is subject to Council receiving an Expression of Interest (**EOI**) application signed by the proposed Permanent Hirer undertaking to comply with these conditions. If the proposed Permanent Hirer is a “club” the application must include the personal undertaking by the president and secretary of the club.
 - 5.2 Existing Permanent Hirers must complete an EOI application each EOI period to renew their permanent hire agreement.
 - 5.3 All EOI applications are received and assessed against a set criteria by Council’s Community Facilities Management.
 - 5.4 All EOI applications are reviewed and where possible negotiations will take place to try to accommodate needs of each group, however it is not always possible to accommodate all groups.
 - 5.5 EOI periods are every 2 years or 1 year for Sunday program groups. If the application is received outside of the EOI period there is a 10 working day turnaround on the assessment process.
 - 5.6 All decisions of Council are final.
- 6 Insurance/ Public Liability Requirements and Indemnity**
- 6.1 The Permanent Hirer is required to have public liability insurance for no less than ten million dollars (\$10,000,000). The insurance policy must be endorsed noting the use of Liverpool City Council’s Community Venue and the purpose for which the Venue is to be used. The certificate of currency **MUST** be signed by or on behalf of the insurer. The insurer must be licensed in Australia in respect of such insurance. Where food or drink may be served it is recommended that the insurance policy carry a products liability extension.
 - 6.2 To determine the appropriate level of cover, it is recommended that each Permanent Hirer assess their potential liability as more than this amount may be required. A copy of this insurance and product liability if applicable must be provided to Council’s Community Facilities Management Officer upon application. A cover note is not sufficient.
 - 6.3 The Permanent Hirer or the person on whose behalf the booking is made has obligations to exercise reasonable care for the safety of people attending Council’s Community Venue during the use of the Venue.
 - 6.4 Council’s insurers will not insure the Permanent Hirer and/or the person on whose behalf the hire is made.
 - 6.5 The Permanent Hirer shall at all times ensure that any person or persons engaged or employed by the Permanent Hirer and conducting any activity within the Venue is fully covered by a Workers Compensation policy, and that the Permanent Hirer must be able to produce evidence of such cover to Council if requested.
 - 6.6 The Permanent Hirer agrees to indemnify Council and its contractors and agents from liability for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Permanent Hirer, that may arise at or through the use of the Venue.
 - 6.7 Neither Council nor its representatives shall be liable for any loss or damage sustained by the Permanent Hirer or any person, firm or

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corporation entrusting to or supplying any article or thing to the Permanent Hirer by reason of any such article or thing being lost, damaged or stolen. The Permanent Hirer hereby indemnifies Council against any claim by any such person, firm or corporation in respect of such article or thing.

- 7 Casual Inspections and Risk Assessment**
- 7.1 The Permanent Hirer must do a casual inspection of the Community Venue before making a booking. Casual inspections can be arranged by contacting Council's Customer Service Centre on 1300 36 2170.
- 7.2 Community Venues can be inspected on Mondays to Thursdays between 8.30 am and 3.30 pm, with the exception of Carnes Hill Community Centre, which can be inspected between 9.00 am and 3.00 pm. All keys/swipe tags must be collected and returned on the same day to Customer Service at Ground Floor, 33 Moore St, Liverpool.
- 7.3 The Permanent Hirer is responsible for inspecting and performing a risk assessment on the building, surrounds, car park and any associated amenities to determine that the Venue is suitable for program requirements prior to entering into a Permanent Hire Agreement.
- 8 New Permanent Hirers**
- 8.1 Following a successful EOI application, new Permanent Hirers will sign on to a 3 month Probationary Permanent Hire Agreement.
- 8.2 During the probationary period, the new Permanent Hirer's accounts and usage of the Community Venue will be closely monitored.
- 8.3 New Permanent Hirers will not be permitted to hire a Community Venue for more than 4 hours a week, or the standard block time for Sunday Permanent Hirers, for the duration of the probationary period.
- 8.4 At the end of the probationary period the Permanent Hirer's usage of the Community Venue and accounts will be evaluated by Council. Should results of the evaluation be unsatisfactory, the new Permanent Hire Agreement will be terminated. The new Permanent Hirer must return all keys/swipe tags issued and will be responsible for paying any outstanding fees in excess of the security bond.
- 8.5 At the end of the probationary period if the new Permanent Hirer is successful, a new Permanent Hire Agreement will be issued.
- 9 Security Bond and Payments**
- 9.1 A security bond shall be paid by the Permanent Hirer 28 days prior (or earlier if desired) to the Venue bookings as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained. Without limiting any remedies available to Council, if the Permanent Hirer commits a breach of the Permanent Hire Agreement, Council may call on / draw down on the security bond provided by the Permanent Hirer. The Permanent Hirer shall be liable on demand by the Coordinator Community Facilities Management or his/her administrative team to pay any further amount in excess of such security bond to meet the full cost of such damage to the Community Venue.
- 9.2 The security bond is retained by Council for the duration of the Permanent Hire Agreement.

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- 9.3 Upon expiration of the Permanent Hire Agreement, the Permanent Hirer shall have their security bond (or so much as is then held by Council) refunded within 21 business days, pending no unremedied breaches of the Permanent Hire Agreement, after keys have been returned to Council and once Venue inspection reports have been completed. There may be some delays around Council's scheduled end of year closure (i.e. 25 December to 1 January inclusive).
- 9.4 If the security bond was paid by credit card, the security bond will automatically be refunded into the credit card used. If the credit card used has expired, banking details will need to be provided (see clause 9.5).
- 9.5 If the security bond was paid by cash, debit card or by other means, the security bond will be refunded by electronic funds transfer. The Permanent Hirer will supply banking details at the time of key collection or booking of the Venue. Banking details should match the recipient name on the security bond payment receipt. All banking details will need to be provided in writing.
- 9.6 The Permanent Hirer shall provide a replacement security bond or top up security bond in an amount that, when added to any unused portion of any security bond then held by Council, does not exceed the amount of the security bond that Council is entitled at that time under the Permanent Hire Agreement.

10 Payments

- 10.1 Permanent Hirers are required to pay the correct hire fee as set out in Council's adopted fees and charges and Permanent Hire Agreement.
- 10.2 Council's fees and charges are subject to change as of 1 July each financial year.
- 10.3 Permanent Hirers will receive a monthly invoice payable within 28 days of the date of issue, and any fees are required to be paid one month in advance.
- 10.4 Invoices are sent by post or e-mail to the Permanent Hirer's nominated physical address or e-mail. Should these addresses change, it is the Permanent Hirer's responsibility to inform Council promptly in writing.
- 10.5 A late fee will be charged if payment is not received by the due date. To ensure that payments are allocated correctly, Council requests all Permanent Hirers to quote the debtor number and invoice number with their payment. Payments can be made as follows:
- By cash, cheque, EFTPOS or credit card at Council's Customer Service Centre, Ground Floor, 33 Moore Street Liverpool.
 - By credit card by telephone or through Council's online payment portal:
<https://www.bpoint.com.au/pay/liverpoolcitycouncil?BillerCode=1002383>
 - By cheque or money order through the mail. Permanent Hirers need to detach the remittance advice and attach to their payment.
 - Through BPay - Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. You will need to quote the Biller Code and Reference found on your invoice.
 - Through BPoint:

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- In Person – Visit any Commonwealth Bank branch or any retailer displaying the BPoint Logo, with your cash, credit or debit card payment. For retailer locations visit www.bpoint.com.au
 - Internet – Go to www.bpoint.com.au
 - By Phone – Call 1300 BPOINT. You will need to quote the Reference found on your invoice
- 10.6 All credit card transactions are subject to a surcharge of 0.5%.
- 10.7 Payments made through BPay, BPoint or credit card through Council's online payment portal are automatically allocated to the oldest outstanding amount on the Permanent Hirer's debtor account.
- 10.8 If payment of fees is not received after 90 days, the following action/s will occur:
- All bookings will be suspended effective immediately until payment is received.
 - If payment is not received within 10 working days after suspension of bookings, Council will cancel the Permanent Hire Agreement. The Permanent Hirer will forfeit their security bond. The overdue account is noted by the Debt Recovery Department and accordingly Council's Debt Recovery Officer will issue an Overdue Account notification.
 - Failure to respond within the required period will ensure a Notice of Demand being issued.
 - If the account remains unpaid, a Statement of Claim will be issued by Council's debt collectors. Legal costs and fees associated with debt recovery will be charged to the debtor and accordingly a notice to vacate will be issued.
 - Failure to respond to the Statement of Claim may result in a Court judgment obtained against the debtor and will not be overturned until all costs (including outstanding amount, associated legal and administrative) are paid. Credit rating will be affected by this judgment.
- 11 Changes/
Cancellation of
Booking**
- 11.1 Upon signing the Permanent Hire Agreement, Permanent Hirers are committed to utilise the Venue on the dates and times as specified in their Permanent Hire Agreement.
- 11.2 Only a maximum of 3 changes are permitted per Permanent Hire Agreement. Any further changes will incur an administration fee.
- 11.3 Council requires written notification of any proposed changes to the Permanent Hire Agreement that will occur on an ongoing basis, including but not limited to the following:
- an additional day of usage;
 - cancellation of day of usage (fees will apply);
 - changes to start and or finish times (reduction or extension of);
 - change of Venue.
- 11.4 This notification is required 28 working days prior to the commencement of the proposed change.
- 11.5 Council will assess each request and, subject to availability, will send confirmation in writing.

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- 11.6 If a Permanent Hirer does not access the Venue on the days and times as stated in their Permanent Hire Agreement all fees remain due and payable.
- 11.7 If less than 28 working days' written notice is received, the Permanent Hirer shall forfeit the hire fee for the cancellation of a date and/or dates.
- 11.8 The one-off extension to hours of use or an additional day of use will be classified as a casual booking and will be charged separately (no additional security bond will be required as Council already holds a security bond for the Permanent Hirer). All other casual terms and conditions will apply. This will not be considered a change to the Permanent Hire Agreement.
- 11.9 Any extension of hours or additional day of use must relate to the programs of the Permanent Hirer as stated in their Expression of Interest application. Any social events (birthdays, weddings, parties, etc.) do not fall under this category and must be booked as a separate, casual booking.

12 Acts and Regulations

- 12.1 The Permanent Hirer shall conform to the requirements of the following acts and regulations: Public Health Act 2010 (including any Public Health Order), Fire Brigade Act 1989, State Emergency and Rescue Management Act 1989, Work Health and Safety Act 2011, Local Government Act 1993, and local law or regulation made thereunder and shall be liable for any breach of such Acts, Law or regulation.
- 12.2 All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of New South Wales for the time being in force must be complied with by the Permanent Hirer and the notices given to the proper officers.
- 12.3 Council must also conform to the requirements of all Acts, Regulations, orders and directions from statutory authorities affecting its operations and functions including but not limited to Public Health Orders that may impact on the Permanent Hirer's use and occupation of the Venue (e.g. forced closures, social distancing measures, change in occupancy limits). The Permanent Hirer must not make any claim against Council for any loss or damage arising or incurred because of Council's compliance with such statutory laws and requirements, and must cooperate with the reasonable directions of Council.

13 Copyright

- 13.1 The Permanent Hirer must not infringe, or allow others to infringe, any copyright, performing right or other protected right involved in any performance or use of the Venue.
- 13.2 The Permanent Hirer must obtain from the Australian Performing Rights Association (APRA) or any other appropriate person or organisation all licences or other approvals as required prior to the booking date(s), and provide written evidence of such if required by Council.
- 13.3 In the case of the showing of films, the Permanent Hirer must comply with the requirements under the Classification (Publications, Films and Computer Games) Act 1995. Details available at: http://www.austlii.edu.au/au/legis/cth/consol_act/cfacga1995489/

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- 14 Availability of Venues**
- 14.1 Council's Community Venues are closed from Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day inclusive. Special consideration will be made for Community Organisations whose programs are required to continue through this period (i.e. support groups and religious groups).
- 14.2 To allow for social functions, no permanent bookings from Community Organisations are accepted after 2.00 pm on Fridays and Saturdays evenings. On Sundays limited centres are available for permanent bookings.
- 15 Permission to Occupy**
- 15.1 The Permanent Hirer is only entitled to the use of the particular part or parts of the Community Venue hired on the dates and times set out in the Permanent Hire Agreement and Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time. The hire of a room does not grant exclusive use over shared spaces of the centre (e.g. foyers, outdoor areas, etc.)
- 15.2 The minimum booking duration for any Venue is 1.5 hours from Monday to Thursday, and Friday and Saturday mornings up to 3:00 pm. On Sundays block times are from 8:00 am to 3:00 pm or 4:00 pm to 11:00 pm (limited centres only).
- 15.3 The capacity of the Venue must not exceed the number of people attending the Venue. Council Venues are designed to accommodate a limited amount of people. For example: in its size, the Venue amenities, equipment etc and the Work Health and Safety and Fire Safety Regulations.
- 15.4 The right conferred on the Permanent Hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a Permanent Hirer the right to exclusive possession. Council may at its discretion allow other individuals and groups to have casual use of the Venue.
- 15.5 The Permanent Hirer shall not sub-let the Venue or transfer the hiring to another.
- 15.6 Where there is more than one room or hall within a Venue, Permanent Hirers need to be aware that Council may hire all rooms to various groups.
- 15.7 Where there is more than one group within a Venue, Permanent Hirers need to be understanding and co-operative with each other.
- 15.8 Areas locked or not available for hire are classified as prohibited areas and are not to be entered or used in any way by the Permanent Hirer or the Permanent Hirer's guests. Areas that have been designated as prohibited will be advised by the Coordinator Community Facilities Management prior to any application.
- 15.9 For the balcony at Carnes Hill Community Centre, Permanent Hirers are allowed to utilise the following outdoor spaces:
- Permanent Hirers who have the Function Rooms – the space where doors at the rear end of Function Room 1 open onto the balcony and around toward the kitchen and side gate.
 - Permanent Hirers who have the Boardroom – the space where doors at the rear end of the foyer open onto the balcony

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- 16 Refusal to Grant Hire**
- 16.1 It shall be at the discretion of the Coordinator Community Facilities Management to refuse to grant the hire of a Venue in any case and, notwithstanding that permission to hire the Venue may have been granted or that these conditions may have been accepted and signed and the fees and security deposit paid, the Coordinator Community Facilities Management or his/her administrative team shall have the power to cancel such permission and direct the return of the fees and security deposits so paid. The Permanent Hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim against Council at law or in equity for any loss or damage in consequence thereof.
- 17 Emergencies and Elections**
- 17.1 In case of an emergency, an election (such as State, Federal/Local), urgent maintenance, or specialised Council event/s, that requires use of a Community Venue, casual bookings may be cancelled by Council, and if possible an alternative Venue will be offered (subject to availability) or full refund of any fees paid. No other compensation will be given.
- 17.2 An emergency includes but is not limited to: Natural disasters (hurricanes, floods, hail, etc.), fire, civil unrest, riots, strikes and armed conflict.
- 17.3 Where possible, Council will endeavour to give adequate notice, but this may not always be feasible given the nature of the emergency/incident.
- 18 Scheduled Maintenance and Programmed Works**
- 18.1 Council undertakes scheduled maintenance and programmed works on the Community Venues periodically throughout the year. Council will give the Permanent Hirer adequate notice in the event this maintenance should affect any booking dates.
- 18.2 In the event that a Community Venue is closed for any works, Council may offer an alternative Venue (subject to availability) or full refund of any fees paid. No other compensation will be given.
- 18.3 In the interest of health and safety, access to a Community Venue is prohibited during the closure period.
- 19 Permanent Hirers Conduct and Responsibilities**
- 19.1 The Permanent Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Venue throughout the whole duration of the period of use.
- 19.2 The Permanent Hirer is responsible for the conduct of all patrons/guests during their booking and must ensure that no disorderly or unlawful behaviour is permitted in connection with the use of the Venue, in or around the Venue, parking bays and surrounding areas.
- 19.3 The Permanent Hirer, while on the Venue, shall abide by any directives given by Council, and its representatives.
- 19.4 No spitting, obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the Venue.
- 19.5 The Permanent Hirer must comply with all relevant legislation and/or direction from Council and Police regarding nearby residential properties, vehicle car parking and wandering of guests onto private

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land. The Permanent Hirer will be responsible for any damage or inconvenience caused to any residents during their booking and/or when vacating the Venue and will be charged accordingly.

- 19.6 If the Venue is located in a residential area, it is expected for the Permanent Hirer to be aware of and respect the residents in surrounding houses. Noise must be kept to a minimum at all times in the immediate area. The level of noise must not inconvenience surrounding residents and Permanent Hirers are to keep facility doors closed during their booking.
- 19.7 Loud music and noises must cease during the following times:
- Midnight to 8am on Friday, Saturday or any day preceding a public holiday
 - 10pm to 8am on any other day
- 19.8 If the Venue shares an entrance with a Council Library and is fitted with sliding doors, these doors are programmed to open and close based on the Library times. Access to these doors outside of these times are done through keys/pin codes, and exit is allowed via a push button inside the centre. The Permanent Hirer must not tamper with or use an object to prop open the sliding doors as this will damage them.
- 19.9 The Permanent Hirer shall not use the address of the Venue as their mailing address.
- 19.10 No pets, animals, insects (including native and/or other) are allowed in or around the facility with the exception of assistance animals as defined by section 9 of the Disability Discrimination Act 1992.

20 Fire Safety Regulations/ Evacuation Plan

- 20.1 The Permanent Hirer is responsible for the safety of guests attending their hired event/function and implementing the below procedure. The Environmental Planning and Assessment Regulation 2000 must be enforced. The Permanent Hirer is responsible for/but not limited to, the following:
- Must read and abide by the Emergency Evacuation Plan located on the wall within the Venue hired.
 - Knowledge of the location of all fire exits of the Venue and be capable of directing guests to these fire exits as required.
 - Knowledge of the location of prescribed fire safety installations/equipment provided in the Venue: (instructions for use are detailed on all fire extinguishers)
 - Ensure doors to an evacuation route are not locked and can be opened; and to check that there are clear paths of evacuation from all occupied areas in the Venue at all times.
- 20.2 The Permanent Hirer must ensure occupants of the Community Venue can exit directly into open space or another place of safety; (Note: Fire safety exits must be left unimpeded at all times, vehicles must not be parked and boxes or other items must not be left outside the fire exit door).
- The Permanent Hirer must ensure:
- They are fully aware of any mobility restrictions and other characteristics of the persons attending;

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- That the number of persons in the Community Venue at any one time does not present an unreasonable risk to the safety of any person in the Venue (refer to capacity of Venue).
- They are aware of and suitably manage the flammability of any items, utensil or piece of equipment introduced into the Venue by the Permanent Hirer.
- That they undertake the following in relation to evacuation procedures for the Venue:
 - 1 Inform guests of the evacuation plan located on the wall;
 - 2 If required, alerting & communicating with all persons in the Venue as to any fire/emergency and sound an alarm (verbal) to evacuate. Contact Fire Services on "000" immediately or if unable, instruct another person to contact them by mobile phone;
 - 3 Direct the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area (depending on wind direction, assemble all persons a safe distance from the fire);
 - 4 Check whether all persons have been evacuated from the Venue and the number/identity of any persons not accounted for;
 - 5 Meet the fire officers attending the Venue in response to the fire/emergency.

Emergency Contact Numbers:

000 - Emergency Services (Police/Fire/Ambulance)

1300 36 2170 – Liverpool City Council (after hours number)

20.3 Fire equipment and hoses are provided in Community Venues as a requirement by law for safety measures. Unlawful use of the fire extinguisher or fire hoses is strictly prohibited. The Permanent Hirer must advise if the fire extinguishers and hoses have been used in any way. If fire equipment is used in an irresponsible manner, the cost of inspection and replenishing will be deducted from the security bond. Misuse of this equipment will result in a large fee and the discontinued use of Council Venues.

20.4 Prohibited Items – including but not limited to: Barbeques, gas bottles, open flames, pyrotechnics, portable stoves or ovens, smoke machines, kerosene or spirit type lamps, spit roasts or kegs, firearms and explosive substances must not be used within the facility or within the surrounding grounds. Failure to comply with the requirements will be regarded as a breach of the Permanent Hire Agreement. Candles may only be used if secured in a glass (or similar) e.g. tea lights that will contain the flame if knocked over and which will prevent wax from dripping on tables and floors. No fire of any type may be lit in the surrounding grounds of the Venue.

21 First Aid

21.1 It is the responsibility of the Permanent Hirer to provide adequate first aid requirements relative to the activity being undertaken.

21.2 Any accidents, injuries and incidents must be reported to Council within 1 working day of the event occurring. Any accidents, injuries and incidents that results in a person being taken to hospital must be reported immediately to Council.

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- 22 Keys, Pin Codes and Alarms**
- 22.1 Permanent Hirers must pick up and return keys at times pre-arranged with the Community Facilities Management Officer.
 - 22.2 Keys cannot be copied or passed on to other Permanent Hirers/users of the Venue.
 - 22.3 If the keys are lost and unable to be found within a reasonable time the Permanent Hirer will be charged the cost of rekeying the locks for the entire building, as well as new keys for all existing Permanent Hirers of the Venue.
 - 22.4 Council will issue a maximum of 2 sets of keys per group/Permanent Hirer.
 - 22.5 Additional keys will be charged as per Council's annual fees and charges.
 - 22.6 For returning Permanent Hirers, all keys and alarms codes must be listed on the EOI application.
 - 22.7 The Permanent Hirer must not access the Venue outside their confirmed start dates and times. If the Permanent Hirer fails to abide by this, they will be in breach of the Permanent Hire Agreement and charges will apply.
 - 22.8 At the end of the Permanent Hirer's Permanent Hire Agreement, all keys must be returned to Council within 10 working days after the last booking date. If keys are not returned within this time they will be considered lost and clause 22.3 will apply.
 - 22.9 Carnes Hill Community Centre is equipped with keyless, pin code access. The Permanent Hirer will be provided with a unique pin code to access the Venue. The pin code will only be active for the duration of the Permanent Hirer's Permanent Hire Agreement.
 - 22.10 The Permanent Hirer should exercise caution in supplying the pin code to attendees and third parties. Should access to the Community Venue be breached, the Permanent Hirer will be solely responsible for any and all resulting damages.
- 23 Air Conditioning**
- 23.1 Air conditioners can only be used when all windows and doors are closed.
 - 23.2 Air conditioning systems must be turned off prior to locking the Venue.
 - 23.3 The system will cease operation automatically after 2 hours but to conserve energy the Permanent Hirer should turn it off when not required.
- 24 Furniture and Equipment**
- 24.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Permanent Hirer. For safety reasons, please refer to instructions in the Venue with regard to stacking chairs, which must be placed in front of cupboards or equipment which others may need to access later. Chairs and tables must be returned to the allocated storage space provided.
 - 24.2 Ample number of tables and chairs are provided to the capacity of each Community Venue. 8 chairs to a table is recommended. Furniture or equipment required, other than that already provided,

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must be supplied by the Permanent Hirer at the Permanent Hirer's expense and shall be the liability of the Permanent Hirer.

24.3 Any type of furniture or equipment should be moved by carrying and not by dragging. Trolleys should be used where provided.

24.4 Equipment such as chairs and tables must remain in the room hired and not transferred between each room within the Venue.

25 Decorations

25.1 No stage property, decorations, electric lighting, of any kind or articles of similar nature shall be brought into the building without prior consent of the Coordinator Community Facilities Management or his/her administrative team.

25.2 All such articles and property as well as any catering appliances or fittings shall be removed by the Permanent Hirer at the end of the booking.

25.3 Items included but not limited to drawing pins, nails, screws, hooks or adhesive tape must not be used to affix decorations to walls, operable walls, floors, acoustic panels, timber work or fittings. All decorations are to be removed after the booking (including any blue tack or similar that has been used). If any items remain, the cost of removal may be deducted from the bond.

25.4 Balloons must be tied down and not allowed to rise to ceilings otherwise removal costs may be incurred. No decorations must be attached to fans or other electrical fittings.

25.5 The operable walls at Carnes Hill Community Centre must not be tampered with or forced open.

25.6 Ladders are not supplied by Council. The Permanent Hirer will need to provide a ladder if required for decorating. Standing on tables and chairs is not permitted.

25.7 The use of party items including but not limited to confetti, glitters, sprays, poppers, streamers and rice is not permitted.

26 Signage and Marketing

26.1 No notice, sign or advertisement of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Coordinator Community Facilities Management or his/her administrative team.

26.2 No banners, or other marketing material advertising, are permitted without Council consent.

26.3 Signs may not be displayed by Permanent Hirers except on noticeboards where provided. Any non-complying signs or notices may be removed, with the cost of removal charged to the Permanent Hirer.

26.4 The Permanent Hirer must ensure that any marketing or promotional material that contains the name of the Venue and/or Council's name is printed and distributed in a responsible manner, and any information contained in said material is consistent with these conditions. The Permanent Hirer is to seek special approval before using the Council name and logos in any form of marketing.

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27 Electrical Equipment

- 27.1 All electrical equipment brought in for use at the hired Venue must be in good condition and must have a current Electrical Test Tag (AS 3760).
- 27.2 Power outlets are 10amp and any appliance or combination of appliances must not exceed the rating of the outlet.
- 27.3 Double adaptors, multi plug in power boards and heating appliances are not permitted.
- 27.4 The Permanent Hirer is responsible for turning off any electrical requirements in the Venue at the end of their booking, with the exception of the refrigerators.
- 27.5 Carnes Hill Community Centre and Bringelly Community Centre are fitted with projectors and screens that can be accessed using the keypads and AV ports. Laptops, microphones, HDMI or VGA cables used to connect to the projectors are not provided.
- 27.6 No connection of or interference with the electrical installation, lighting effects or other properties and for the use of any apparatus for broadcasting or otherwise is allowed without prior approval from Council.

28 Parking

- 28.1 It is the responsibility of the Permanent Hirer to ensure vehicles belonging to themselves or the attendees of their booking(s) do not obstruct access to driveways or restrict parking in the street. If the Community Venue has a car park available, this must be used.
- 28.2 Vehicles are not to be parked on footpaths or on the grassed area surrounding the Venue.
- 28.3 The Venue and car park must be cleared as soon as the booking is finished.

29 Storage

- 29.1 Storage availability for Permanent Hirers is not automatically included in the Permanent Hire Agreement and must be discussed with the Coordinator Community Facilities Management or his/her administrative team.
- 29.2 Council reserves the right to review the allocation of storage at any time.
- 29.3 Fees and charges for storage apply.
- 29.4 Storage of goods and equipment in Venue storage cupboards/areas is undertaken at the owner's own risk.
- 29.5 Council does not accept responsibility or liability for theft or damage to items stored in or at the Venue. It is recommended that users seek their own insurance cover for such items.
- 29.6 In the event that permanent hire of the Venue is ceased, the Permanent Hirer is required to collect all goods and/or equipment stored at the Venue.
- 29.7 The Permanent Hirer is required to return the storage keys as per clause 22.8. Upon return of the key and the removal of the Permanent Hirer's goods and/or equipment the Permanent Hirer's security bond will be returned.

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- 29.8 In the event that the Permanent Hirer fails to meet these conditions, Council will:
- Provide a written notice to the Permanent Hirer requesting the removal of the goods and/or equipment by a set date (30 days from the date of the written notice);
 - If the Permanent Hirer again defaults on the collection of the goods and/or equipment, Council will dispose of the goods and/or equipment by either general waste disposal or by giving the items to a local charity.
 - The Permanent Hirer will forfeit the security bond which will be used to recover the costs of removing and disposing of the Permanent Hirer's goods and/or equipment.
- 29.9 During maintenance/programmed works, Council has the right to request the removal of goods whilst works are being undertaken.
- 30 Cleaning and Leaving the Venue**
- 30.1 The Permanent Hirer is responsible for leaving the Venue in a clean and tidy state, this includes the following:
- Sweep floors and damp mop any spillage. The entire floor must not be mopped as this will damage the floorboards
 - Sweep and mop kitchen and toilets
 - Remove all food and drinks, especially from the refrigerator
 - Wipe down tables, chairs, kitchen benches, ovens and fridges with a damp cloth
 - Neatly stack and return tables and chairs to allotted storage area; where there is no store room or insufficient space in the store room they must be placed neatly against the wall of the room. Furniture must not be dragged across the floor; use trolleys if provided
- 30.2 The Permanent Hirer is required to report to Council if the Venue is not found in a clean and tidy state. Photographic evidence is required for proof of unsatisfactory condition of the Venue prior to hire.
- 30.3 Cleaning equipment such as mop, bucket, and broom are provided, with the exception of vacuum cleaners. Where there is carpet in the Venue or its foyer, Permanent Hirers are to clean up the best they can. Council's Facilities Cleaners will vacuum any carpeted areas.
- 30.4 The Permanent Hirer is responsible for leaving the external areas in a clean and tidy state e.g. gardens, lawn areas, car park, driveway etc. must be left in the same condition as prior to the hire of the Venue. The Permanent Hirer is responsible for removal and disposal of any rubbish, smoke butts, glass or broken glass left outside.
- 30.5 Any cost incurred by Council in cleaning the internal or external areas of the Venue resulting from the condition in which the Permanent Hirer has left the Venue shall be recoverable from the Permanent Hirer and charges applied as per Council's Revenue Policy (fees and charges).
- 30.6 The Permanent Hirer is responsible for all their garbage, which must be placed in plastic bags in the large bins provided outside the Venue. If rubbish exceeds the bin capacity then it must be taken with the Permanent Hirer. Where no bins are provided and/or bins are full or locked prior to usage, all garbage must be removed by the

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- Permanent Hirer. Waste must not be placed on the ground adjacent to the bin.
- 30.7 Permanent Hirers will incur a removal fee if they fail to remove their waste as per Liverpool City Council's Revenue Statement (fees and charges).
- 30.8 The Permanent Hirer must ensure that all lights, fans, air-conditioners and cooking appliances are turned off, windows closed and all doors locked and alarm armed prior to leaving the Venue.
- 31 Obstructions**
- 31.1 The Permanent Hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.
- 32 Smoking**
- 32.1 No smoking is permitted within any Venue as specified under the Smoke-free Environment Act 2000. It is the responsibility of the Permanent Hirer to ensure this condition is strictly enforced. Any cigarette butts in the surrounds of the Venue are to be collected and placed in the garbage bins provided.
- 33 Liquor/ Alcohol**
- 33.1 If alcohol will be consumed during a booking, a Consumption of Alcohol in Liverpool City Council Venues Application Form must be completed. This can be obtained by contacting Community Facilities on managementf@liverpool.nsw.gov.au.
- 33.2 The application form must be signed and stamped at the police station nearest to the Venue no later than 15 days prior to the function. A copy must be provided to Council no later than 5 working days prior to the function. If this form is not completed/provided, Council reserves the right to cancel the booking, at which point cancellation fees will apply.
- 33.3 In accordance with the Liquor Act 2007, alcohol must be consumed in a responsible manner at all times. Alcohol must not be sold on the Venue at any time.
- 34 Fundraising and Trade**
- 34.1 The Charitable Fundraising Act 1991 requires that an organisation intending to fundraise for charitable purposes must hold a license to fundraise. This is obtainable from NSW Fair Trading - phone 9895 0011 or visit <http://www.fairtrading.nsw.gov.au>. One of the following documents is required: copy of the Certificate of Incorporation from the Department of Fair Trading or an Authority to Fundraise from the organisation.
- 34.2 Selling of merchandise may be permitted for charitable and fundraising purposes – prior permission must be obtained from Council. Selling of merchandise for profit-making purposes is not permitted.
- 35 Gambling**
- 35.1 No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the Venue, with the exception that this clause shall not prevent the Permanent Hirer using the Venue for games (where monetary exchanges) Bingo or

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equivalent, providing relevant permits have been obtained in accordance with Unlawful Gambling Act 1998 No 113.

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| 36 Programs Involving Children | 36.1 | Where groups operate programs that involve children and young people, the Permanent Hirer must comply with all obligations under Children and Young Persons (Care and Protection) Act 1998 and the Child Protection (Working with Children) Act 2012 and ensure that these legislations guide their operations. |
| 37 Camping | 37.1 | Camping is prohibited at all Community Venues. The Venue amenities (e.g. shower) where available, are for use as change rooms for Permanent Hirers. |
| 38 Theft and Lost Items | 38.1 | All personal property, goods and equipment brought in by the Permanent Hirer must be removed from the Venue no later than the time specified on the Permanent Hire Agreement. No items are permitted to be left set up overnight. |
| | 38.2 | The Permanent Hirer is responsible for the care and control of their own property or personal effects and loss or damage to such items is not covered by Councils insurance policy. Council is not liable for lost, stolen or damaged items (refer to clause 6.7). |
| 39 Damages/ Breakages | 39.1 | The floors, walls, curtains or any other part of the Venue or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. |
| | 39.2 | The Permanent Hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear. |
| | 39.3 | If a building fault occurs during the hire period (e.g. water, sewerage or electricity), the Permanent Hirer should contact Council immediately on 1300 36 2170 (after hours service). |
| | 39.4 | All breakages and any damage must be reported to Council's Customer Service Centre on 1300 36 2170 as soon as possible. The Permanent Hirer is responsible for the full replacement cost of any damages or breakages to the Venue, its fittings and contents, and the surrounding grounds or any additional cleaning that is required. |
| 40 Breach of Hire Terms and Conditions | 40.1 | Failure to comply with the requirements set out in these terms and conditions of hire will be regarded as a breach of the Permanent Hire Agreement. Council has the right to recover any amount due in respect of such breach and/or to cancel all or any future bookings or agreement. |
| | 40.2 | The Permanent Hirer is responsible to pay for any of the costs incurred as a consequence of their use of the Venue. These charges are Goods & Services Tax (GST) inclusive. |
| | 40.3 | Payment of an invoice relating to a breach is required 14 days from the date of issue. Failure to make payment within this period may result in Council referring the matter to Council's Debt Recovery Officer |

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- 41 Disputes**
- 41.1 In the event of any dispute or difference arising during the hire period, or as to the interpretation of these conditions, or of any matter or thing contained therein, the decisions regarding disputes will be made by the Internal Ombudsman (or delegate) and are final and conclusive.
- 41.2 Disputes must be referred to Council in writing to: Liverpool City Council, Locked Bag 7064, Liverpool BC NSW 1871 or to emailed to managementf@liverpool.nsw.gov.au.
- 42 After Hours Contact Numbers**
- 42.1 Council's after-hours number is 1300 36 2170. This should be used in the event of an emergency only.
- 42.2 If the after-hours number is called for any reason other than an emergency all costs associated with the call will be charged to the Permanent Hirer regardless of whether someone is required to attend the Venue.
- 42.3 If the Venue is not clean or there is any minor damage to the Venue, or there is any other problem, please report this to Council's Customer Service Centre on 1300 36 2170 during business hours.
- 43 Variations**
- 43.1 Council may vary these conditions at any time in its absolute discretion, with or without notice to current or prospective Permanent Hirers
- 44 Force Majeure**
- 44.1 Neither Council nor the Permanent Hirer shall be liable for any failure to carry out an obligation under these conditions or Permanent Hire Agreement if the failure was caused by circumstances beyond its reasonable control including but not limited to acts of God, inclement weather, fire, tempest, flood, tsunami, accident, interruptions to energy supplied, strike, riot, civil commotion or war, whether declared or not, viral events such as outbreaks, epidemics and pandemics (e.g. COVID-19) and the effects thereof (including but not limited to supply chain disruption, government sanctioned shutdown and restrictions, government imposed or recommended lockdowns or social distancing measures, disruption to working days and hours and disruption to or shortages of labour resources) (**Force Majeure Event**).
- 44.2 Each party shall do all things reasonably necessary to mitigate the effect of the Force Majeure Event on the performance of its obligations under these conditions or the Permanent Hire Agreement.
- 44.3 Notwithstanding any other provision in these conditions or the Permanent Hire Agreement, the obligations of Council or the Permanent Hirer are suspended so long as the Force Majeure Event continues to affect such obligation or obligations. For the avoidance of doubt, unless otherwise agreed by Council, all other obligations continue in full force and effect.
- 44.4 If a Force Majeure Event affecting a party is likely to or does continue for a period of 90 days or more, Council may terminate the Permanent Hire Agreement with immediate or later effect by giving notice to the Permanent Hirer.

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**45 Governing Law
and Jurisdiction**

45.1 These terms are governed by and is to be construed in accordance with the laws in force in the State of New South Wales.

AUTHORISED BY

Chief Executive Office

EFFECTIVE FROM

1 July 2020

DEPARTMENT RESPONSIBLE

Community Facilities Management

REVIEW DATE

1 July 2022

THIS PROCEDURE HAS BEEN DEVELOPED IN CONSULTATION WITH

City Community and Culture business units