

## Terms and Conditions of Hire – Community Village and Cavanbah Centre

### 1. Application for Venue Hire

1.1 Application for hire of the Venue must be made through Council's online venue booking system and be signed by a person over the age of 18 years; that person (Hirer) being responsible for the payment of fees and other charges applicable arising from the Venue hire, and for the compliance with this agreement.

1.2 The agreement between Council and the Hirer for the hire of the Venue (Agreement) consists of these Terms and Conditions of Hire (Terms and Conditions) and the online application for hire (Application Form). Where there is a conflict between the Terms and Conditions and the Application Form, the Terms and Conditions will prevail to the extent of the inconsistency.

1.3 A contract of hire will not be deemed to have been made until:

- a. the Hirer has signed the Terms and Conditions; this occurs when the Hirer acknowledges they have read, understood and agreed to the Terms and Conditions on the online application form;
- b. the Hirer has paid the applicable Hire Fee and Bond;
- c. where required, the Hirer has provided Council with a Certificate of Currency for public liability risk insurance of not less than \$10,000,000; and
- d. Council has communicated acceptance of the hire application to the Hirer.

### 2. Payment

2.1 Regular hirers will be invoiced the Hire Fee monthly, in advance. Bookings may be cancelled where the account is in arrears.

2.2 All other Hirers must pay the Hire Fee and Bond at the time of booking.

2.3 The Bond will be refunded upon completion of inspection of the Venue after the Hire Period.

2.4 The Hirer accepts responsibility for and agrees to pay:

- a. The costs of cleaning the Venue when it is left in an unsatisfactory condition;
- b. The costs of repairing the Venue or its property when damage is caused by the Hirer or its guests;
- c. The cost of any call-out plus a 10% administration charge where a smoke or security alarm is activated by the Hirer or its guests.

### 3. Cancellation by Hirer

3.1 Where cancellation of a confirmed hire is received by the Community Village Venue Operations Coordinator, the following will apply:

Notice of cancellation	Fee
Less than 1 day prior to commencement of Hire Period	Hirer is liable for the full Hire Fee
Less than 14 days prior to commencement of Hire Period	Hirer is liable for 50% of the Hire Fee
More than 14 days prior commencement of Hire Period	Hirer will be refunded the full Hire Fee

### 4. Amendment/cancellation of booking by Council

4.1 Council reserves the right to cancel or change a confirmed hire in order to accommodate other groups; efforts will be made to provide the Hirer with adequate notice and an alternative Venue.

4.2 Council reserves the right to notify the Hirer at any time prior to or during the Hire Period that the hire must be cancelled or postponed because, in the reasonable opinion of Council:

- a. the Venue poses a risk to safety; or
- b. there is likely to be damage to the Venue; or
- c. the Venue is otherwise unsuitable for use.

4.3 In the event of a cancellation or postponement in accordance with this section, Council will use its best endeavours to find an alternative time or Venue to conduct the Hire Use. In the event an alternative time or Venue cannot be found, Council will refund the Hire Fee and Bond.

4.4 Council is not liable to the Hirer or its representatives for any loss or damage suffered as a result of such cancellations or postponements.

### 5. Permitted use

5.1 The Venue must only be used for the Hire Use during the Hire Period.

5.2 The Hirer acknowledges that this Agreement does not give the Hirer the right to occupy the Venue or any part of it, and no rights and obligations in relation to the occupation of the Venue, other than the limited rights and obligations set out in this Agreement.

5.3 The Hirer acknowledges that Council reserves the right to let any portion of the Venue not booked by the Hirer during the Hire Period.

5.4 The Hirer acknowledges that Council has unrestricted access to the Venue at all times.

## 6. Liability, Indemnity and Insurance

6.1 All Hirers of the Venue, with the exception of a Casual Hirer or Regular Hirer must hold a current insurance policy covering public risk for at least \$10,000,000.00 for each accident or event noting Council's interest under the policy.

6.2 Hirers falling within the definition of a Casual Hirer or Regular Hirer are covered under Council's Casual Hirer's Liability Policy (Policy).

6.3 In the event of a claim under the Policy the Hirer is responsible for meeting the cost of the excess payment, currently \$1,000.00.

6.4 Indemnity under the Policy only extends to the Hirer and does not include contractors, performers and guests of the Hirer. The Policy does not cover the property of the Hirer.

6.5 All Hirers of the Venue must ensure that any third parties they engage for the Hire Use have their own Public Liability insurance and must provide evidence of this if requested by Council.

6.6 The Hirer uses and has access to the Venue at its own risk. All property of the Hirer in the Venue is at the sole risk of the Hirer.

6.7 The Hirer cannot make a claim against Council and releases Council from and indemnifies it against all claims for damages, loss, injury or death which:

- a. occur in or around the Venue during the Hire Period in connection with the Hire Use;
  - b. arise from the use of the Venue by the Hirer or its representatives;
  - c. arise in connection with the Hire Use by any participant, attendee, invitee or any other person at the Venue;
  - d. arise from any activity undertaken at the Venue by the Hirer or its representatives; or
  - e. arise from the misuse of the services in the Venue,
- except to the extent that it is caused by the wilful act or omission or negligence of Council, its employees, agents or contractors.

## 7. Assignment of Rights

7.1 The Hirer shall not assign this Agreement or any rights under this Agreement.

## 8. Condition and Use of Premises

- 8.1 The Hire Period includes the set up and pack down times.
- 8.2 The Hirer must not enter the Venue prior to the Hire Period except with the permission of the Community Village Venue Operations Coordinator.
- 8.3 The Venue must be vacated at the end of the Hire Period.
- 8.4 All functions at the Venue must finish by 12.00am with pack down completed by 1.00am.
- 8.5 The Hirer is responsible for ensuring the building alarm has been correctly activated or deactivated before entering or leaving the Venue.
- 8.6 The Hirer must leave the Venue in a clean condition and all goods, properties or materials brought in by the Hirer or any other person on their behalf must be removed from the Venue at the end of the Hire Period.
- 8.7 At the conclusion of the Hire Period, the Hirer is responsible for ensuring all furniture is packed away, the floors cleaned, crockery washed and packed away and rubbish removed.
- 8.8 The Hirer must pay Council's costs where the Venue has been left in an unsatisfactory condition or where Council incurs costs removing the Hirer's goods, equipment or property.
- 8.9 The Hirer is responsible to pay for any damage caused to the Venue, furniture and fixtures arising out their Venue hire.
- 8.10 The Hirer acknowledges that the Venue is a smoke free zone and smoking is prohibited in and around the Venue.
- 8.11 Staple guns, pins, screws, nails, blu-tac, adhesive tape or any other fastening, candles, incense, smoke machines, pyrotechnics, hazers and other smoke emitting devices are prohibited within the Venue.
- 8.12 The Hirer must obtain the permission of the Community Village Venue Operations Coordinator to install any decorations within the Venue.
- 8.13 The Hirer is responsible for all participants, attendee, invitee or any other person at the Venue for the Hire Period.
- 8.14 The Hirer will ensure that no animals except assistance animals as defined in the Companion Animals Act 1998 (NSW) will be permitted within the Venue.
- 8.15 The Hirer will notify the Community Village Venue Operations Coordinator immediately of any injury to persons, damage to the Venue or Venue property loss that occurs during the Hire Period.

## 9. Keys

9.1 Keys to the Venue are to be collected before 4.00pm on a business day from the Community Village reception:

- a. on the Friday for a weekend booking;
- b. on the day of the booking for an evening booking.

9.2 Keys are to be returned to the Community Village reception on the next business day after the Hire Period or left in the key return box.

## 10. Service of Alcohol

10.1 The Hirer shall not bring alcoholic beverages into the Venue or permit other persons to bring such beverages into the Venue unless permission has been granted by the Council and all appropriate licencing approvals have been obtained by the Hirer prior to the Hire Period.

## 11. Dispute Resolution

11.1 In the event of any dispute or interpretation of the Terms and Conditions of Hire, or as to what services are to be provided, the decision of the Community Village Venue Operations Coordinator or their representative shall be final.

## 12. General

12.1 By signing these Terms and Conditions the Hirer declares they have read, understand and accepted them.

12.2 The Hirer declares that:

- a. It is duly authorised to enter into and be bound by the terms of the Agreement and;
- b. It holds all licences, approvals, permits required by law to perform its obligations under the Agreement.

12.3 The Hirer agrees that this Agreement constitutes the entire agreement relating to the hire of the Venue and supersedes all prior agreements, negotiation, understandings, written or oral, express or implied.