



Community Venues

Casual Hire

(Terms and Conditions)



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1. Introduction

Thank you for booking a Bayside Council (council) community venue. Bayside aims to provide the local community with a variety of venues that are well maintained and accessible. We ask that you read and understand these Conditions of Hire to ensure your use of our community venues runs smoothly, is safe and complies with the Bayside's policies and regulations.

2. Definitions

2.1 For identifying the hiring of Community Venues, the following definitions will be used:

Bond: a refundable bond may be required for bookings and keys in accordance with Council's adopted fees and charges.

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).

Charges: Council may impose additional Charges on the Hirer in the following instances:

- the Hirer is late in vacating the Venue.
- the Venue is accessed outside of the Booking Period.
- the Hirer uses additional spaces within the Venue without the Council's approval.
- There is evidence of damage or additional cleaning required because of your booking.
- Additional support for the booking is required e.g. security, on site supervision by Council staff, additional equipment.

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 Bayside LGA to register interest in hiring a Community Venue as a Permanent Hirer.

Licensed Tenant: A Community Organisation who has negotiated a formal 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).

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

Special Conditions means the special conditions, if any, included in the Booking Confirmation

3. Booking System and Process

- 3.1 Council uses the **Bookable** booking system for all casual venue bookings. See link [Bookable](#)
- 3.2 Bookings, amendments, cancellations, invoices and cashless payments (Bpay and Credit Card) are processed through the booking system. Council does not accept cash payments for venue bookings.
- 3.3 All hirers must register when first using the booking system.
- 3.4 Instructions on how to use the booking system can be found on Council website and bookable landing page. [The Area | Bayside Council | NSW](#) or contacting Council's Sport and Recreation Bookings Team on 1300 581 299.
- 3.5 Bookings are reviewed, processed and managed by the Sport and Recreation Bookings Team

4. Booking Confirmation and Conditions of Hire

- 4.1 These Conditions of Hire will be incorporated in the Agreement.
- 4.2 Council may vary these Conditions of Hire from time to time.
- 4.3 A copy of the Conditions of Hire is available on the Council's Website and booking system.
- 4.4 Council will give notice of any proposed changes when an applicant makes a booking.
- 4.5 Council may cancel any tentative booking prior to the booking date if the Hirer does not provide the necessary documentation required for the booking. E.g. Insurance
- 4.6 Council has the right to decline or cancel current or future bookings if the hirer has outstanding debt with Council and/or does not comply with the terms and conditions of hire.

5. Priority of Access

- 5.1 Council retains the right to cancel, amend or relocate Bookings at any time if facilities are required for the purpose of the Council. In these instances, venue staff will endeavour to provide the Hirer with reasonable notice and offer an alternative venue where possible. If the Council is unable to offer a suitable alternative, all monies paid in respect of the cancelled booking will be returned to the Hirer.
- 5.2 The Council is not liable to the Hirer for any loss or damage suffered by the Hirer because of such cancellation.

6. Fee Structure Descriptions

6.1 Fee Categories

Category A

- Applies to commercial, political parties and other forms of hirer not outlined in Category B & C below
- 100% of the standard hire fee applies in accordance with Council's adopted fees and charges.

Category B

- Applies to Community groups and organisations that;
 - Are registered as a not-for-profit organisation.
 - Are registered and based in the Bayside LGA and/or can prove by way of evidence that they are delivering an activity where the benefactors are majority residents of the Bayside LGA
 - The Activity proposed aligns with and aids in the deliver of Council's Community Strategy Plan
- A 50% of the standard hire fee may apply (Fee waiver) in accordance with Council's adopted fees and charges.
- Supporting documentation will be required to be considered for the fee waiver.

Category C

- Groups that have received formal exemption of hires fees for use by Council;
 - a) The Rockdale Opera Company
 - b) The Rockdale Musical Society
 - c) The Regal Musical Society
 - d) Senior Groups when using Senior Citizens Centres or other facilities as defined by Council.

6.2 Standard Terms – Fees

- a) Council at its own and absolute discretion may request supporting documentation as evidence to demonstrate compliance with the Fee Waiver criteria throughout the booking process and life span of the booking.
- b) A discount / fee waiver will not apply to;
 - Standard administration fees and bonds
 - Fees other than the hire fee e.g. after hour access, on site supervision, additional cleaning and setup up
 - Community bus bookings
- c) Fees are per space / per facility as outlined in the adopted fees and charges.
- d) All bookings are a minimum of 3hrs per booking unless otherwise approved in writing by Council.
- e) Additional fees may apply including Administration Fee, Caretaking / on site Council support, Security / Key Bonds, security services, additional cleaning, access out of normal operating hours.

7. Cancellation

- a) Cancellations for a single booking outside of 7 days of booking date will receive full refund.
- b) Booking inside 7 days of booking date but greater than 48hrs receive 50% refund.
- c) Cancellations within 48hrs of booking date receive no refund.
- d) Cancellations by Council prior the booking date receive full refund.
- e) Cancellations on or after the booking date will receive no refund.
- f) Any credits received due to cancellations must be used within the current financial year.

8. Insurance

- 8.1** All hirers using Council's venues must provide evidence to Council of Public Liability
- 8.2** Public liability insurance (PLI) – The Hirer indemnifies the Council against any claims for injury to persons or damage to property arising out of the Agreement and the Hirer must obtain and keep current during the Term a public risk insurance policy in the minimum amount of \$20,000,000 for any individual claim which may be made.
- 8.3** Bayside Council must be noted as an interested party on the policy.
- 8.4** The Hirer must submit a certificate of currency to the Council for their booking as required under clause 7.2 and prior to payment of the Hire Fees for the first booking. The City reserves the right to cancel a booking if the Hirer fails to comply with clause 7.2.
- 8.5** Insurance with cover to a minimum of \$20 million. Failure to provide evidence of adequate coverage may result in the cancellation of the booking.
- 8.6** Individuals and small community groups unable to secure public liability cover may be eligible to apply to the Council for cover under Council's insurance policy.

9. Availability of Venues

9.1 Block out periods.

- 9.1.1 Council's Community Venues that are staffed are closed from Christmas Eve, Christmas Day, Boxing Day, New Year's Eve to New Year's Day inclusive.
- 9.1.2 Special consideration will be made for Community Organisations whose programs are required to continue through this period (i.e. support groups and religious groups).

9.2 Emergencies and Elections

- 9.2.1 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.
- 9.2.2 An emergency includes but is not limited to: Natural disasters (hurricanes, floods, hail, heatwave etc.) and fire
- 9.2.3 Where possible, Council will endeavour to give adequate notice, but this may not always be feasible given the nature of the emergency/incident.

9.3 Scheduled Maintenance and Programmed Works

- 9.3.1 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.
- 9.3.2 If 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.
- 9.3.3 In the interest of health and safety, access to a Community Venue is prohibited during the closure period.

9.4 Political Parties

- 9.4.1 Hire of Council venues by political parties is subject to:
 - a) Use being confined to member only meeting / events.
 - b) No public facing /external events e.g. fundraisers.
 - c) Costs will be charged in accordance with the Council published fees and charges for commercial hire.
 - d) All hiring requirements, including public liability insurance will apply.
 - e) All requests subject to availability

10. Access to the Venue

- 10.1 Hirers must access and use the facilities within the approved booking period only.
- 10.2 Hirers are not permitted under any circumstances to allocate or sublet facilities that they have been allocated to other groups and users whether for financial gain or not without written consent from Council.
- 10.3 Some facilities including Botany and Rockdale Town Hall have an assigned caretaker that will provide access to the venue.
- 10.4 For unmanned venues, access instructions, including details of alarm codes and key collection, will be organised with the hirer prior to the booking date, provided that all Fees associated with the Booking have been paid.
- 10.5 It is the Hirer's responsibility to make arrangements for the safe pick-up and return of keys, where they are required.
- 10.6 Access to the Venue is strictly limited to the Booking Period. To enter the building outside of these hours may trip the Venue alarms. Bayside Council reserves the right to apply a Charge for costs incurred by any security call-out plus any additional Fees incurred as a result of unapproved access outside of booking period.
- 10.7 In the case of certain eligible bookings, a single pre-event site inspection can be arranged with the Council's venue staff during business hours by appointment.
- 10.8 The Hirer, or the Hirer's representative, must be in attendance before the advertised start of the booking period and at the end of the booking period.
- 10.9 Lost property – the Hirer or the Hirer's representatives must not enter the Venue after the Booking Period to collect any items left behind or "lost" property. Council staff will take any property found in the Venue to the Community Venues team. It will be retained for a period of up to 4 weeks or until claimed by the owner upon satisfactory proof of ownership. Any items remaining after a period of 4 weeks will be disposed of, or, if items of value, turned into the Police.

10.10 For the benefit of all user groups, the venues must be left in the same condition in which it was found. All user groups are responsible to leave venues clean. Additional charges for cleaning and/or repairs damage may be charged.

10.11 Storage is not available in venues. All resources and equipment must be removed at the conclusion of each booking.

11. Standard Terms and Condition of Hire

11.1 Permitted Use

11.1.1 The Hirer may use the Venue for the Permitted Use during each Booking Period and for no other purpose without the express prior written consent Council's Coordinator Sport and Recreation. (or other authorised Council delegate from time to time).

11.1.2 The Hirer is only permitted use of the exact space and/or area described and identified as the Venue in the Booking Confirmation.

11.1.3 The Hirer is responsible at its cost for setting up and removing all equipment required at the Venue for the Permitted Use.

11.1.4 Council's community venues are not available for Coming-of-age celebrations (parties for 12 – 25-year-olds).

11.2 Facilities, equipment and services supplied by Third Parties

11.2.1 The Hirer must seek the Councils prior written approval for where any additional facilities, equipment and services are to be provided by third party suppliers for the Event.

11.2.2 The Hirer must let the Sport and Recreation Booking Officers know when making a booking what facilities, equipment and services they wish to use during the time of their booking and seek advice before confirming arrangements with the third-party suppliers.

11.2.3 Any additional conditions (and Fees) that may apply will be set out in the Details and the Special Conditions.

11.3 Additions or alterations

11.3.1 The Hirer will not make any addition or alterations to the structure, facilities, goods, equipment or decoration of the Venue, unless approved by Sport and Recreation Booking Officer in writing.

11.3.2 Nails, screws, dux tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings.

11.3.3 The Hirer may use A-frames and temporarily banner style signs inside the Venue with removal tape.

11.3.4 If the Hirer moves venue furniture and fittings they must be returned to their original storage place. For safety reasons the Hirer is required to stack all furniture as per instructions displayed in storage areas.

- 11.3.5 All lights and heaters must be switched off at the end of use.
- 11.3.6 All doors and windows are to be secured and locked at the end of use.
- 11.3.7 The Hirer is responsible for the whole area of the Venue as described and specified in the Booking Confirmation.
- 11.3.8 The Hirer is liable for any damage to the Venue, its facilities and furnishings and equipment during each Booking Period. This includes the behaviour of all people (invited or not) accessing the Venue during each Booking Period.
- 11.3.9 Children must be always supervised.
- 11.3.10 No animals, except assistance animals, are permitted at the Venue or surrounding grounds.

11.4 Presentation standards

- 11.4.1 Council retains the right to request the Hirer to remove any material which is considered by Bayside Council to be detrimental to its Venue presentation standards.
- 11.4.2 The Hirer must reimburse the Council as a debt due and payable on demand for all costs incurred by Bayside Council as a result of the Hirer not doing something under the Agreement that the Hirer is required to do.

11.5 Cleaning

- 11.5.1 The Hirer must leave all hired areas of the Venue secured as instructed by the Council, in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind, disposing of refuse in the rubbish bins provided, wiping down all benches and sinks, and sweeping floors if required to return the venue to a clean condition.
- 11.5.2 If the Hirer does not comply with clause 10.5.1, the Hirer will accept responsibility for, and pay the cost of, any additional cleaning of the Venue.

11.6 Noise Controls

- 11.6.1 Music sound levels must not cause annoyance to other occupants of the Venue or building or centre of which the Venue forms part.
- 11.6.2 Any breach of noise regulations may result in the Council taking action under the Protection of the Environment Operations Act 1997 (NSW).
- 11.6.3 The Hirer must immediately comply with any request from Sport and Recreation Booking Team or nominated Bayside Council officer to reduce sound levels.
- 11.6.4 All music is to cease at least 30 minutes prior to the end of the Event Period.
- 11.6.5 Hirers are reminded that most venues are in or near residential areas and consideration should be taken to keep noise to a minimum.
- 11.6.6 The Hirer will be advised of additional conditions relating to noise at the time of making the Booking and must adhere to these requirements during each Booking Period, as set out in the Special Conditions.

11.7 Smoking / Vaping

11.7.1 Smoking / Vaping is not permitted at the Venue or any Bayside Council premises.

11.8 Liquor License

- 11.8.1 If liquor is to be sold, supplied or consumed at the Venue the Hirer must obtain the Council's prior written consent to confirm the Booking.
- 11.8.2 The Hirer may only sell or supply liquor at the Venue if the Hirer complies with and, if necessary, obtains the relevant approvals and liquor licence (Licence) required under the Liquor Act 2007 (Liquor Act). Copies of relevant approvals and the Licence must be provided to the Council at least 14 days prior to the Event.
- 11.8.3 A copy of the Licence must be prominently displayed at the Venue for the duration of the Event.
- 11.8.4 No alcohol is to be consumed outside the Venue.
- 11.8.5 The Hirer may display the compulsory signage required under the Liquor Act but must not promote alcohol or tobacco products at the Venue.
- 11.8.6 The sale or supply to and or consumption of alcohol by minors at the Venue is prohibited and will result in Police action.

11.9 Gambling

11.9.1 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.

11.10 Security

- 11.10.1 Council reserves the right to request that the Hirer provides security personnel for the Event at their own cost. This will be based on a risk assessment carried out by the Sport and Recreation team to determine whether security is required for the Event.
- 11.10.2 The Hirer will be advised in writing if security is deemed necessary.
- 11.10.3 The employment of security personnel is the responsibility of the Hirer and is at the Hirer's expense.

11.11 Use of Electronic and Mult-Media

- 11.11.1 . The Hirer must inform the Sport and Recreation Bookings Team of any intention to use film projection equipment, to photograph, broadcast, televise or record any activity within the Venue.
- 11.11.2 Council has the right to place additional conditions and charge additional costs for these activities.

11.12 Food Handling and Safety

11.12.1 For the safety and health of people attending the booking it is recommended:

- a) Where the Hirer is self-catering, the Hirer must be aware of and comply with the health guidelines for safe preparation, handling and serving of food at functions,
- b) The Hirer must ensure any third-party caterer is registered and follows NSW Health and NSW Food Authority requirements.
- c) The Hirer must organise all their own catering equipment, including their own tablecloths, crockery and cutlery.
- d) The kitchen must be left in a clean and tidy condition at the conclusion of the hiring, or the Hirer will be held responsible for the costs of cleaning.

11.13 Advertising

11.13.1 The Hirer must not place advertisements of any description or kind on any section or part of the Venue or the grounds, unless authorised by Sport and Recreation Team

11.13.2 If the Hirer advertises the booking, it must be in accordance with the booking and Permitted Use stated on the Booking Confirmation.

11.14 Safety

11.14.1 The Hirer should familiarise themselves with emergency evacuation procedures, which are clearly displayed inside all Community Venues for Hire, prior to accessing the Venue for each Booking Period.

11.14.2 Community venues are not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times during each Booking Period.

11.14.3 In the case of an emergency or fire, the Venue must be evacuated according to the evacuation chart clearly visible on the walls of the Venue.

11.14.4 The Hirer must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.

11.14.5 Use of dangerous goods – The Hirer must not bring or permit any smoke machine, flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in a community venue.

11.14.6 In exceptional circumstances, permission can be sought, in writing, from Coordinator Sport and Recreation, to use smoke or similar as part of a booking, for cultural purposes.

11.14.7 In all cases, the Coordinator Sport and Recreation will consult with relevant specialists and stakeholders before informing the Hirer if the use of smoke or other dangerous goods is permitted for the booking, on the terms set out in the Special Conditions.

11.15 Child Safety

11.15.1 Bayside Council is committed to being a child safe organisation, by embedding the NSW Child Safe Standards into our leadership, governance and organisational culture.

11.15.2 Hirers must supervise children and young people at all times.

- 11.15.3 Hirers must comply with NSW Office of the Children’s Guardian’s Child Safe Framework and Standards see [Child Safe Scheme | Office of the Children's Guardian \(nsw.gov.au\)](https://www.nsw.gov.au/child-safe) for more information.
- 11.15.4 Where groups operate programs that directly engage with and involve children and young people, the 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.

11.16 Parking

- 11.16.1 Most of Council’s community venues do not have on-site parking for Hirers or their guests.
- 11.16.2 Please advise guests that parking restrictions apply in the surrounding streets and where possible encourage the use of public transport.
- 11.16.3 The Hirer is not permitted to park any vehicle on driveways or footpaths near or around the Venue unless approved in writing by Coordinator Sport and Recreation

11.17 Maintenance and Repairs

- 11.17.1 It is the hirer’s responsibility to advise Council if you notice problems requiring repair or maintenance, particularly anything which may impact on the safe use of the building. This can be done by ringing the Council’s Customer Service Centre on 1300 581 299
- 11.17.2 All breakages/ damages to property must be reported immediately to Council.

11.18 Copyright

- 11.18.1 Hirers 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.
- 11.18.2 Hirers 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.
- 11.18.3 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/

12. Special Conditions

- 12.1** Council at its absolute discretion may include special condition in the Hire agreement relevant to the booking and/or specific to the site.
- 12.2** The Hirer must comply with the Special Conditions, if any, set out in the Booking Confirmation

13. Breach of Hire Terms and Conditions

- 13.1** Failure to comply with the requirements set out in these terms and conditions of hire will be regarded as a breach the Venue Hire Agreement.
- 13.2** Council has the right to recover any fees and charges due in respect of such breach and/or to cancel all or any future bookings or agreement.

14. Contact Numbers and Resources

- 14.1** Information about venues is available on Council's website see [The Area | Bayside Council | NSW](#)
- 14.2** To enquire or make a booking click Bayside's booking system here [Bookable](#)
- 14.3** To speak with one of our booking's officers about venue enquiries or bookings please contact the Sport and Recreation Team on 1300 581 299. or sport.recreation@bayside.nsw.gov.au between 8:30am-5pm, Monday to Friday.
- 14.4** For after hour emergencies including venue access issues, urgent maintenance or safety issues please contact Council's after-hours service on 1300 581 299.