



HIRE OF COMMUNITY FACILITIES - INCLUDING TERMS AND CONDITIONS

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1. Purpose

Burwood Council owns and manages a number of venues, facilities and meeting rooms which are available for hire for commercial, community and private purposes.

This policy ensures:

- the equitable use of community facilities by Burwood Council residents and ratepayers
- there are opportunities for individuals or groups to access facilities
- each centre has a balance of social and community functions
- that approved bookings are available to the Hirer at the times approved by Council
- that there is a clear process and criteria in place for the consideration of applications for fee reduction for the hire of Council facilities.

2. Scope

This policy is applicable to Council Officers, government agencies, commercial and community members as individuals, groups and/or organisations, applying to hire Council venues and facilities.

3. Definitions

Casual Hirer - a person, group or organisation that hires a Council facility less than twelve times per calendar year.

Regular Hirer - a person, group or organisation that hires a Council facility more than twelve times per calendar year.

Community Centre/Venue/Facility – is a location available for hire by Burwood Council where people can gather for group activities, social support, public information and private functions.

Hirer/Applicant – is the person responsible for entering into an agreement where a payment is made for the temporary use of goods or property owned by Council.

4. Facilities for Hire

This policy applies to all Council owned community facilities currently available for periodic hire. It does not apply to properties that are leased from Council, and for which contractual lease agreements have been established. The Fitzroy Hall, Burwood Community Hub, Woodstock and Burwood Park Community Centres are reserved for casual bookings every Saturday between 12pm and 12am. Council determines which properties are suitable and the periods available for hire.

For more information on the venues available for hire refer to the venue information sheets.

The properties available for hire are:

Burwood Park Community Centre – 2B Comer Street Burwood

Permissible uses – Dance/Exercise/Fitness, Exhibitions/Events, Meetings/Seminars/Workshops, Art/Craft Activities and Private Functions.

Burwood Park Pavilion – Burwood Park

Permissible uses – Dance/Exercise/Fitness, Exhibitions/Events and Performances

Council Chambers and Meeting Rooms – Suite 1, Level 2, 1-17 Elsie Street Burwood

Permissible uses – Meetings/Seminars/Workshops

Woodstock Community Centre – 22 Church Street Burwood

Permissible uses – Meetings/Seminars/Workshops, Gentle Exercise (i.e. yoga, tai chi, etc), Educational Programs, Selected Art/Craft Activities, Exhibitions/Events, Performances and Private Functions.

Fitzroy Hall – 22 Church Street Burwood – Entry via Fitzroy Street

Permissible uses – Dance/Exercise/Fitness, Meetings/Seminars/Workshops, Exhibitions/Events, Performances, Art/Craft Activities and Private Functions.

George Street Centre – George Street Burwood

Permissible uses – Dance/Exercise/Fitness, Meetings/Seminars/Workshops, Art/Craft Activities, Worship Services, Performances and Private Functions.

Burwood Community Hub Meeting Rooms – 2 Conder Street Burwood

Permissible uses – Meetings/Seminars/Workshops, Selected Art/Craft Activities, Conventions, Performances, Exhibitions and Selected Private Functions.

5. Hirer Categories and Concessions

The Hirer categories have been established to ensure Council accommodates a diverse range of activities and users that meet the needs and interests of the community. The community facilities concession application provides a transparent and accountable process for determining the rate charged for each Hirer.

There are three Hirer categories:

- Category A Commercial, Business, Government Agencies and Private Hirers
- Category B Non Profit Organisations
- Category C Seniors Groups and Burwood Community Groups

To be eligible to receive a concession under Categories B and C, Hirers must complete and submit a Concession Application Form and supply supporting documentation including the organisations most recent audited financial statement.

Note: The submission of an application does not guarantee approval of a concession rate. Each application will be assessed on merit and the applicant informed accordingly.

Category A – Commercial, Business, Government Agencies and Private Hirers

Full standard fees are applied to this category.

Types of Use – Seminars, conventions, trade fairs, product launches, private functions, meetings and all activities generating income for profit.

Examples of Hirers in this category are:

- Groups not defined as not for profit or providing a local community benefit.
- Hirers for private functions including and not limited to wedding receptions, parties.
- State, Federal and Local Government (except where Burwood Council is the user or sponsor of an event).
- Commercial organisations for the purpose of conferences and seminars.

Category B – Non Profit Organisations

Groups or organisations must be able to demonstrate that they meet one of the following criteria:"

- are an incorporated association under the *NSW Associations Incorporation Act 1984*
- registered under the *Charitable Fundraising Act 1991*

- all funds of the group are used to achieve the organisation's objectives and are not distributed to members

Council will also require the following documentation for regular hire applications:

- Annual audited report including financial statements
- Funding agreements, including funds received from the government to support the costs of the organisations operation

Examples of Hirers in this category are:

- Schools, registered charities, incorporated organisations, religious/spiritual groups, clubs/leisure/education/amateur sporting/lifestyles activities (run by volunteers).

Category C

Burwood Community Groups

Consideration of a community hire concession fee is based on the following:

- a. Evidence of community, charitable or non-profit status (provide as much supporting documentation to support the claim).
- b. The proposed use of the facility provides service to the local community of the Burwood Local Government Area (LGA) and a minimum of 50% of participants must be residents of Burwood LGA. Council requires a list of participants and addresses as supporting documentation.
- c. Applicants must specify the purpose of the hire and benefit to the community for a community concession.
- d. The number of participants must be at least 50% of the rooms maximum capacity.

Examples of Hirers in this category are non-funded, unincorporated community groups, self-help groups or similar types of groups that undertake fundraising.

Hirers in this category may only charge a maximum of \$10.00 per participant, per session.

Hirers in this category must submit their supporting evidence on an annual basis, to ascertain their eligibility for a discount.

Seniors Groups

Seniors groups are able to apply for a concession if a minimum of 50% of participants are over the age of 60 and must be residents of Burwood LGA. Either drivers' licences or seniors' cards are to be provided to Council as supporting documentation.

The number of participants must be at least 50% of the room capacity.

Hirers in this category may only charge a maximum of \$10.00 per participant, per session.

Hirers in this category must submit their supporting evidence on an annual basis, to ascertain their eligibility for a discount.

Hire costs are listed in the current Burwood Council Schedule of Fees and Charges and they are reviewed on annual basis (see online at www.burwood.nsw.gov.au).

6. General Conditions

Bookings and Payment of Fees

Booking dates are available by calendar year, all booking requests from July to December will be accepted as tentative until the annual Schedule of Fees and Charges are adopted by Council.

Venues are not available for hire during Council's Christmas to New Year shutdown period as scheduled maintenance is performed at each of the venues in accordance with Council's Property Maintenance Program.

Bookings will only be confirmed on receipt of a completed application, a copy of public liability insurance (where applicable), payment of hire fee and bonds.

Payments can be made in person at Council Chambers, by mail or on Council's website using the invoice number issued by Council as the reference. If paying by cheque, please mail at least 14 days prior to your booking date.

Council will generally not approve applications for use of multiple venues simultaneously on a regular basis.

Casual Hirer is required to pay the bond to confirm booking with the remaining amount owing to be paid one week prior to the booking date.

Regular Hirer is required to pay the hire fee for the first month of bookings in advance. Council will then provide the Hirer with monthly invoices.

Exemption of Fees All events where Burwood Council is the user or sponsor of the event are exempt from applicable fees.

Bonds

The following bonds will apply to the hiring of Community Centres and venues:

- **Security Bond** - the Council requires a security bond from all Hirers booking community facilities.
- **Swipe Card Bond** – a swipe card is required to gain access to the venues and a bond is required on collection
- **Alcohol Bond** – if alcohol is being served an alcohol bond is required in addition to the security bond.
- **Audio Visual Bond** – an audio visual (AV) bond is required when using the equipment in the Fitzroy Hall or Community Hub. Computer and cables not supplied by Council.
- **Kitchen Bond** – is required when using the commercial kitchen or when the Hirer is using catering services.

All of the bond types may be retained by Council if the Hirer breaches the terms and conditions depending on the nature of the breach, including but not limited to cleaning, damage, lost/stolen property, outstanding invoices; after hours call outs as a result of Hirer's negligence, venues not locked and exceeding the hiring time.

The Hirer is responsible for meeting the cost of any property damage caused as a result of activities of the applicant (Hirer) and/or the Hirer's contractors, guests and any other related party.

These costs will be deducted from the bond unless other arrangements are made. If the loss or repair costs for the damage incurred are greater than the bond, then the Hirer must pay the outstanding balance or any differences.

Regular Hirers can apply to have their security bond refunded by notifying Council in writing that they are terminating their use of the venue. Casual Hirers will have the bond refunded after inspection has been completed and pending any outstanding costs. Bonds will only be refunded to the person/organisation listed on the receipt/ bond form by cheque within 30 days.

Period of Hire

The minimum booking time for hire of a Council venue is two hours. A venue is available to a Hirer between the commencement and finish times of the booking. Hirers must include time for setting up, packing up and cleaning within the booked time. Where the venue is used beyond the period of hire (breaching terms and conditions), the Hirer will be charged for the additional use. The charge will be deducted from any bond at the standard additional hourly rate. Only those persons cleaning up after a function are permitted to remain in the venue after midnight but must notify Council in writing during business hours prior to the booking if this may occur. If Council is not notified prior and the alarm is activated, the Hirer will be responsible for any after hour's costs incurred by Council. All persons leaving the centres are to leave quietly and in an orderly manner.

Right to Refuse, Cancel or Add Conditions

Council reserves the right to refuse an application for hire, or to cancel any reservation already made and to refund hire and bond payments.

Council will endeavour to provide reasonable notice when a booking is cancelled. Council may cancel a booking if:

- Council becomes aware that any event, goods or service proposed by the Hirer is/are objectionable, dangerous, prohibited by law, pose a safety threat, or inappropriate impact on local residents
- The venue is required for Council functions or Local Government, State or Federal elections
- The hire fees and/or bond have not been paid
- Maintenance or repairs are being carried out on the venue
- Any other unforeseeable event or situation that may render the venue/facility unfit or unavailable for use
- If your activity is not consistent with Council values
- Council becomes aware that the venue is not being used for the agreed time and purpose specified on the application

Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

Council may request or apply any of the following conditions:

- Evacuation plan
- Security guards to monitor private functions/parties
- Additional security bonds based on the nature of the event
- A liquor licence and/or a person with a Responsible Service of Alcohol licence at the function
- Hirer to notify Burwood Local Police
- Cleaning fees
- Room set up fee

Public Liability Insurance

Council's Public Liability Insurance covers Casual Hirers of Council venues only. The Council Public Liability Insurance Policy does not cover Hirers who are Incorporated Bodies, Sporting Clubs or Associations or Hirers using Council venues for a total of 12 days or more over a 12 month period.

These groups should obtain their own Public Liability Insurance, which can be obtained from any insurance company.

The Hirers who are not qualified to be covered by Council's Casual Hirers Insurance Policy are required to obtain Public Liability Insurance in the amount of \$20,000,000 for the duration of the hiring and a copy is to be provided with the Application.

If public liability insurance has been cancelled or altered by the Hirer or their insurer prior to an event, Council must be notified immediately and any approved application may be deemed not valid. Alternatively if any documentation changes status from the time of application to the day of the event, Council reserves the right to terminate the event and not reimburse any fees paid for the hire.

Release and Indemnity

Release

The Hirer unconditionally releases Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of Hirer or any of Hirer's Agents. The Hirer agrees not to sue or make any claim or demand against Council in respect of matters covered by this release.

Indemnity

The Hirer hereby grants the Council an indemnity from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- Loss, loss of use, or damage to property of Council resulting from or by reason of anything done or omitted to be done by Hirer arising out of Hirer's activities undertaken at or near Council's facility during the hiring period.
- Personal injury (including death) or illness to any person or loss of use, or damage to any property resulting from or by reason of anything done or omitted to be done by Hirer arising out of Hirer's activities undertaken at or near Council's facility during the hiring period.

Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

The Hirer shall not wilfully alter, tamper, or render void any insurance policy or documentation submitted to Council.

Programs/Activities involving Children

Individuals, Groups and Organisations who hire or lease Council venues or facilities for activities that involve children under 18 years are reminded of the requirements of the *Child Protection (Working with Children) Act 2012*.

In NSW, The Office of the Children's Guardian was established by the *Children and Young Persons (Care and Protection) Act 1998*. The Guardian administers the *Child Protection (Working with Children) Act 2012* to ensure children's safety and that anyone working or volunteering with children must undertake a working with children clearance. All employers (including employers of volunteers and others) must comply with the mandatory guidelines available from the All employers (including employers of volunteers and others) must comply with the mandatory guidelines available from the Office of the Advocate for Children and Young People and also available on their website <http://www.acyp.nsw.gov.au>.

These guidelines contain forms including declarations and consent which must be made by prospective employees.

7. Terms and Conditions for Use of Council Facilities

Cancellations and Booking Transfers

All changes or cancellations to the hire of the venue must be in writing to Council. Hirer cancellation of less than seven days prior to the date of hire incurs a penalty of 50% of the cost. Hirer cancellation of less than 48 hours from the date of the event incurs a penalty of 100% of hire costs regardless as to whether payment has been received for the booking.

Security Access Swipe Card

The Hirer will require a security swipe card to access the venue; therefore, a refundable swipe card bond is required. The swipe card must be collected the week of the booking, from Burwood Council's Customer Service Centre located at Suite 1, Level 2, 1-17 Elsie Street Burwood between 8.30am – 4.30pm Monday to Friday. If a swipe card is not collected during the above mention times, entry into the venue will not be available. Hirers are responsible for locking up the venue after the event.

All swipe cards provided to casual Hirers must be returned the next working day after the hire. Regular Hirers are required to return the swipe card if they do not have a booking within a two month period. If the card is not returned within this timeframe the card will be deactivated.

Failure to return the key or swipe card will result in the bond being forfeited.

Smoking

Smoking is not permitted in any Council building under the *Smoke Free Environment Act 2000*. Additionally on the 24 November 2009, Council introduced a smoke free policy and it is no longer acceptable to smoke within 10 metres of Council owned building and facilities.

Alcohol

Hirers intending to sell alcohol are responsible for obtaining the necessary liquor permit/license from the NSW Office of Liquor, Gaming and Racing. Hirers should note that the application period to OLGR is 28 days prior to an event. A copy of the licence must be supplied to Council and displayed at the venue during the function.

If no alcohol will be served or sold, a Statutory Declaration must be signed stating that no alcohol will be consumed at the function and submitted with the Application.

Burwood Council has established Woodstock Park and Burwood Park as Alcohol Prohibited Areas from 6pm – 8am seven days a week. Please refer to Burwood Council's Prohibition of Alcohol in Public Spaces Policy for further information which is available on Council's website www.burwood.nsw.gov.au.

Noise Restrictions

Hirers must ensure that all amplified sound, including but not limiting to music and PA systems cease by venue closing time. Noise levels must be kept to an acceptable level in respect of neighbouring residents. Any breach of the above conditions may disqualify a group/organisation from future use of Council's community facilities.

In addition, Hirers must be aware at all times of the impact that their activities may have on other users of the community centre/facility/park. Further, all Hirers must ensure that their patrons leave the community centre/facility/park as soon as practicable after the completion of their use to minimise the disruption to other patrons and the public.

Hirer's responsibilities

The Hirer must be a responsible adult over the age of 21. Proof of age may be requested at the time of submission of the application. The Hirer must obey all laws, rules, regulation and ordinances. It is the Hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the function and comply with these provisions.

When using one of Council's venues the user must:

- Ensure they understand access procedures into the building prior to the hire. It is the Hirer's responsibility to organise keys and security passes at least one working day ahead of the booking time.
- Report any problems, maintenance issues or changes to booking details prior to each use to Council's Customer Service Centre on 9911 9911.
- The venue must be left in a clean and tidy condition and locked on the Hirer's departure as listed in the cleaning and securing terms and conditions.
- As most of Council's properties are multifunctional, Hirers may only use the area of the premises for which they have paid for or additional fees will be charged.
- Ensure the venue is promptly and wholly vacated at the expiry of the booked time. Where use of the venue exceeds the time paid for, the Hirer will be responsible for the payment of additional fees in hourly blocks as set out in Council's Schedule of Fees and Charges together with any additional overtime or other incidental costs incurred by Council.
- Ensure that noise levels are kept to an acceptable level in respect to neighbouring residence.
- Additional charges will be incurred if furniture is not stored correctly after use.
- Venue space capacities must not be exceeded. Hirers must familiarise themselves with the facility evacuation procedures in case of an emergency and ensure all corridors and exits are kept clear and without hindrance. Council may undertake audits to ensure compliance.
- Should there be an accident or injury arising through the Hirer's use, the Hirer must inform Council, in writing, on the first working day after the incident.
- Do not sublet the venue, with the exception of Catering Companies approved by Council. Council venues may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been provided by Council.
- Bring their own whiteboard markers, computer and cables to connect to the AV projector, crockery, cutlery, glasses, jugs, table clothes, serving dishes, tea towels, sponges, washing up liquid, spray and wipe, extra garbage bags and anything else they may require.

Hirer Management Responsibilities during a Function

The Hirer is required to be present for the duration of the function and is responsible for the maintenance of order during the approved booking time. This includes public safety, prevention of damage to the venue, emergency evacuation, noise levels and returning the venue to its permanent layout.

The Hirer is responsible for:

- the conduct of all guest/patrons at their function/event
- for the maintenance and preservation of good and proper order during the period of hire
- any damage caused by people or guests attending the function
- ensuring that noise levels are kept to an acceptable level in respect to neighbouring residents, as indicated by Council staff or by visual indication from a calibrated sound meter.

Should a Council representative be called to an event:

- The Hirer shall obey all reasonable directions of the responsible Council representative during the period of hire
- The responsible Council representative shall have complete control over all means of entry and exit and may close the entrance doors and/or refuse permission to any person or persons
- A Council representative may request to produce 'on the spot' proof of booking and payment.
- The responsible Council representative may instruct the Hirer to limit noise, music and/or voice amplification to an acceptable level if noise is excessive
- In the event that the activity or conduct contravenes this Policy, the Council representative may direct the Hirer to cease the activity and terminate the hire. All such terminations will result in no re-imbursement of fees and charges. Council accepts no liability or responsibility associated with the cancellation.

Cleaning and Securing Venue

- Hirers must switch off all lights, audio visual equipment, close windows, ensure all facility doors are locked and the alarm activated before leaving the premises. The security bond will be forfeited if Council has to secure the facility.
- All furniture must be returned to its original position at the completion of the booking as indicated on the floor plan/signage in each room. Return any items that may have used from other rooms.
- Leave the venue in a clean condition – wipe the tables, bench tops in the kitchen, sweep and mop the floor, leave the toilets clean. Food waste, fat splatters and spills left on the kitchen equipment must be cleaned thoroughly and the dishwasher emptied.
- Rubbish is to be placed in the bins provided; if the rubbish exceeds the bin capacity then the Hirer must remove the additional rubbish from the premises.

Where the venue is determined to have been left in an unsatisfactory condition, a cleaning fee will be deducted from the bond. Where no proper and reasonable attempt has been made to clean the venue the bond will be forfeited.

Parking

Street parking is available near all venues, however there are limited spaces and there is no guarantee of Hirers and their guests obtaining a street parking space at the time of the booking. It is important that all Hirers inform their guests of these limitations.

Restricted Items

Barbeques, spits, smoke machines, confetti, chewing gum, fireworks, incense and candles for decorative purposes are prohibited and will trigger the fire alarms if used. The cost of the emergency callout to attend to fire alarms will be charged to the Hirer. Disposing of rubbish, cigarette and cigar butts on the ground outside the venue is not allowed.

Floors, walls or any part of the building shall not be broken or pierced by nails, screws nor shall any appliance, fitting or fixture be interfered with in any way. Adhesives are not be used on any surface (reusable putty adhesive, such as Blu-tac may be used only if adequately removed by Hirer).

Storage

Limited storage space is available for hire at the Woodstock and Burwood Park Community Centres on a monthly or yearly basis. No additional items or storage units are to be installed at any of the Council venues without prior permission from Council. No flammable or illegal materials are to be stored at the venue. No liability will be accepted by Council for the loss or damage to any materials stored at the premises.

Repairs and Maintenance

Repair and maintenance requirements are to be reported to a Council Customer Service Officer as soon as practicable after they are noticed. Council will endeavour to undertake repairs and maintenance as soon as practicable and within its budget constraints.

Shared Venue/Disputes

Some venues have multiple rooms available for hire. If any dispute regarding usage arises, in the first instance, the disputing parties are to attempt to resolve it between themselves. If the matter is not resolved after the discussion between the parties, the issue should be brought to the attention of the Manager, Customer Service and Records the next working day.

Electrical Equipment

It is a safety requirement that all electrical cords, power boards, appliances and special equipment brought by the Hirer to the venue must be tagged and tested. Failure to comply with this standard may blow the power fuses. Emergency callout costs for a technician to repair power circuits will be deducted from the Hirer's bond. Heating equipment is not allowed as due to the risk to the venue and users.

Internet Access

Burwood Council provides free, public internet access at some venues via an unsecured wireless network. It is strongly recommended that you do not use this network to transmit any personal, financial or legal data. It is not possible for Burwood Council to protect you against malicious theft or the interception of any data transmitted over this network. Burwood Council is not responsible for the quality of transmissions, interruptions in connectivity or loss of data/information as a result of using this wireless service.

This wireless network is intended for lawful purposes only. This public wireless service may not be used to violate any standards, laws or regulations of local, state or federal governments/agencies, or International treaty.

Users release Burwood Council from all liability arising from any content accessed via the wireless network. Burwood Council shall not be held liable for any damages to user equipment (laptop, handheld, etc.) or for modifications made to hardware necessary to access this network. Burwood Council staff does not provide any technical support with this access. Burwood Council shall be held harmless as a direct or indirect result of the wireless user's use of this public network. Burwood Council makes no guarantees for access and reserves the right to limit bandwidth per connection.

8. Review

To be reviewed every four years.

9. Contact

Group Manager - Customer Service and Records
02 9911 9911