



COMMUNITY FACILITIES MANAGEMENT

COMMUNITY VENUES PERMANENT HIRE PROCEDURES (TERMS AND CONDITIONS)

TRIM 040995.2018



Contents

1	Purpose/ Objectives.....	1
2	Scope.....	1
3	Definitions.....	1
4	Availability of Venues.....	1
5	Fee Structure Descriptions.....	1
6	Application and Expression of Interest.....	2
7	Payments.....	2
8	Security Bond.....	3
9	Changes/ Cancellation of Booking.....	3
10	Insurance/ Public Liability Requirements.....	4
11	Acts and Regulations.....	4
12	Fire Safety Regulations/ Evacuation Plan.....	4
13	Safety/ First Aid.....	5
14	Obstructions.....	5
15	Permission to Occupy.....	5
16	General Conditions of Hire.....	6
17	Refusal to Grant Hire.....	6
18	Camping.....	6
19	Keys and Alarms.....	7
20	Theft.....	7
21	Damages/ Breakages.....	7
22	Electrical Equipment.....	7
23	Smoking.....	8
24	Liquor/ Alcohol.....	8
25	Fundraising and Trade.....	8
26	Gambling.....	8
27	Storage.....	8
28	Good Order.....	9
29	Cleanliness.....	9
30	Signage.....	10
31	Decorations/ Stage Fittings.....	10
32	Seating.....	10
33	Air Conditioning.....	10
34	Disputes.....	11
35	Breach of Permanent Hire Terms and Conditions.....	11
36	Programs Involving Children.....	11
37	After Hours Contact Numbers.....	11

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 1 Purpose/ Objectives**
- 1.1 This procedure sets out the terms and conditions of hiring Council's community facilities on a permanent two year hire agreement.
- 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.
- 2 Scope**
- 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.
- 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, hirers should contact Liverpool City Council, Customer Service on 1300 36 2170.
- 3 Definitions**
- For the purpose of identifying the hiring of community facilities, the following definitions will be used:
- Casual Hirer:** A hirer who books a Council venue once or a few times throughout the year (maximum 10 bookings per calendar year).
- Permanent Hirer-2 Year:** The Expression of Interest process will be used for hirers who sign on for a period of (2) years as described in this procedure.
- Licence Tenant:** A community organisation who has negotiated a (3) year agreement with Council.
- Expression of Interest:** A call to community organisations operating within Liverpool to register interest in hiring a council facility as a permanent hirer.
- 4 Availability of Venues**
- 4.1 Council's community facilities are closed from Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day inclusive.
- 4.2 To allow for social functions, no permanent bookings from community groups are accepted after 2.00 pm on Fridays and Saturdays evenings or on Sundays.
- 5 Fee Structure Descriptions**
- 5.1 Fees and charges for the use of Council's community facilities.
- 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
 - 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

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 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
- 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
- Playgroups self-funded through participant payments for programs specifically designed for families with children 0-5yrs

5.2 Community organisations seeking the community rate are to provide documentation that proves the organisations 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 your application.

5.3 In case of an emergency, an election (such as State, Federal/Local), or a specialized Council event/s, to allow for cleaning or maintenance permanent bookings may be cancelled by Council, and if possible an alternative venue offered or full refund of any fees paid. No other compensation will be given. Where possible, Council will endeavour to give hirers 10 working days' notice.

6 Application and Expression of Interest

6.1 The right to use the venue is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a "club" the application must include the personal undertaking by the president and secretary of the club.

6.2 All applications are received and assessed against set criteria by Council's Community Facilities Management with one of the following outcomes.

6.3 All 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.

6.4 All decisions of Council are final.

7 Payments

7.1 Permanent hirers are to pay the correct hire fee as set out in Council's adopted fees and charges (which are subject to change 1 July each year) and permanent hiring agreement.

7.2 Hirers will receive a monthly invoice, and any fees are required to be paid one month in advance.

7.3 A late fee will be charged if payment is not received by the due date. To ensure that payments are allocated correctly, Council staff requests all 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, Level 2, 33 Moore Street Liverpool.
- By credit card by telephone
- By cheque or money order through the mail. Hirers need to detach the remittance advice and attach to their payment.

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 7.4 All credit card transactions are subject to surcharge of 0.8%
- 7.5 If payment of fees is not received, the following action/s will occur:
- The hirer will forfeit their damage deposit 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 Liquidation Claims (Summons) 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 Claims will 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.
- 8 Security Bond**
- 8.1 A security bond shall be paid by the 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. The 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 bond to meet the full cost of such damage to the community facility.
- 8.2 The deposit is kept for the duration of the two (2) year agreement.
- 9 Changes/ Cancellation of Booking**
- 9.1 Upon signing the Permanent Hire Agreement, hirers are committed to utilise the venue on the dates and times as specified in their agreement. **Note: A maximum of three changes are permitted per hire agreement.**
- 9.2 Council requires written notification of any proposed changes to the permanent hiring 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.
- 9.3 This notification is required 28 working days prior to the commencement of the proposed change.
- 9.4 Council will assess each request and subject to availability will send confirmation in writing.
- 9.5 If a hirer does not access the venue on the days and times as stated in their agreement all fees still are payable.
- 9.6 The hirer shall forfeit the hire fee for the cancellation of a date and/or dates. – if less than 28 working days' notice.
- 9.7 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 bond will be required as Council already holds a bond for the hirer). All other casual terms and conditions will apply.

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 10 Insurance/ Public Liability Requirements**
- 10.1 All Permanent Hirers are 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 facilities and the purpose for which the venue is to be used.
- 10.2 To determine the appropriate level of cover, it is recommended that each hirer assess their potential liability as you may require more than this amount. 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.
- 10.3 The 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.
- 10.4 Council's insurers will not insure the hirer and/or the person on whose behalf the hire is made.
- 10.5 The hirer, by signing the hire agreement, agrees to indemnify Council against all costs and any claim that may arise from the hirer's use of the venue. This 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.
- 11 Acts and Regulations**
- 11.1 The hirer shall conform to the requirements of the following acts and regulations: Public Health Act 2010, 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.
- 11.2 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 user and the notices given to the proper officers.
- 12 Fire Safety Regulations/ Evacuation Plan**
- 12.1 The hirer is responsible for the safety of guests attending their hired event/function and implementation of the below procedure. The Environmental Planning and Assessment Amendment (Fire Safety and Building Certificate Regulation 2017) must be enforced. The 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 in 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.
- 12.2 The hirer must ensure occupants of the building can exit directly into open space or another place of safety; (N.B. 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).
- 12.3 The hirer must ensure:
- They are fully aware of any mobility restrictions and other characteristics of the persons attending;

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- That the number of persons in the building 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 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)

- 12.4 Fire equipment and hoses are provided in Council venues as a requirement by law for safety measures. Unlawful use of the fire extinguisher or fire hoses is strictly prohibited. The hirer must advise if the fire extinguishers and hoses have been used in anyway. If fire equipment is used in an irresponsible manner, the cost of inspection and replenishing will be deducted from the bond. Misuse of this equipment will result in a large fee and the discontinued use of Council venues.
- 12.5 The hirer is not permitted to take into the venue or use within the venue any type of fireworks, barbeques, other articles deemed to be objectionable, and the placing or throwing of flammable or other items is expressly prohibited. No naked flames are permitted within the venue e.g. candles - with the exception of candles on cakes, sparklers, incense, insect burners or coils.
- 13 Safety/ First Aid** 13.1 It is the responsibility of **the hirer to provide adequate first aid** requirements relative to the activity being undertaken.
- 14 Obstructions** 14.1 The 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.
- 15 Permission to Occupy** 15.1 The hirer shall only be entitled to the use of the particular part or parts of the building hired on the dates and times set out in the permanent hiring agreement and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
- 15.2 The minimum booking duration for any venue is two hours from Monday to Thursday, and Friday and Saturday mornings up to 3:00 pm. On Sundays block hire times are from 8:00 am to 3:00 pm or 4:00 pm to 11:00 pm (limited centres only).

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 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 Fire Safety Regulations.
- 15.4 The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession. Council may at its discretion allow other individuals and groups to have casual use of the premises.
- 15.5 The 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 building, 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 building, 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 not to be entered or used in any way by the hirer or the hirer's guests. Areas that have been designated as prohibited will be advised by the Coordinator Community Facilities Management prior to any application.
- 16 General Conditions of Hire**
- 16.1 The hirer is responsible for the conduct of all patrons to 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.
- 16.2 The hirer, while on the premises, shall abide by any directives given by Council, and its representatives.
- 16.3 The hirer will be responsible for any damage or inconvenience caused to any residents during their booking and/or when vacating the premises and will be charged accordingly.
- 16.4 The hirer shall not use the address of the venue as their mailing address.
- 16.5 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.
- 16.6 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, will be allowed, without prior approval from Council.
- 17 Refusal to Grant Hire**
- 17.1 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 premises may have been granted or that these conditions may have been accepted and signed and the fees and 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 deposits so paid. The 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 at law or in equity for any loss or damage in consequence thereof.
- 18 Camping**
- 18.1 Camping is prohibited at all Council's community venues. The venue amenities (e.g. shower) where available, are for use as change rooms for hirers.

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 19 Keys and Alarms**
- 19.1 Hirers must pick up and return keys at times pre-arranged with the Community Facilities Management officer.
 - 19.2 Keys cannot be copied or passed onto other hirers/users of the venue.
 - 19.3 If the keys are lost and unable to be found within a reasonable time the Hirer will be charged the cost of rekeying the locks for the entire building.
 - 19.4 Council will issue a maximum of two (2) sets of keys per group/hirer.
 - 19.5 Additional keys will be charged as per Council's annual fees and charges
 - 19.6 All keys and alarms codes must be listed on your application.
 - 19.7 Permanent hirers must not access the venue outside their confirmed start dates and times. Failure to abide by the confirmed start dates will be in breach of the hire agreement and charges will apply.
- 20 Theft**
- 20.1 Neither the Council nor its representatives shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies Council against any claim by any such person, firm or corporation in respect of such article or thing.
 - 20.2 All personal property, goods and equipment brought in by the hirer must be removed from the premises no later than the time specified on the hire agreement.
 - 20.3 Please note all hirers are responsible for the care and control of their own property or personal effects and loss or damage to such items is not covered by Council's insurance policy.
- 21 Damages/ Breakages**
- 21.1 The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
 - 21.2 The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.
 - 21.3 Furniture etc should be moved by carrying and NOT by dragging. Where provided, chair and table trolleys should be used. Chairs and tables should be neatly stacked away from walls.
 - 21.4 Reporting of Maintenance / Breakdown Issues: If a building fault occurs during the hire period (e.g. water, sewerage or electricity), the hirer should contact Council immediately on 1300 36 2170 (after hours service).
 - 21.5 All breakages and any damage must be reported to Council's Call Centre on 1300 36 2170 as soon as possible. The 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.
- 22 Electrical Equipment**
- 22.1 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).
 - 22.2 Power outlets are 10amp and appliances/or combination of appliances must not exceed the rating of the outlet.

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 22.3 Double adaptors/multi plug in power boards and heating appliances are not permitted.
- 22.4 The hirer is responsible to turn on any electrical requirements at the beginning of the meeting/function and to turn them off at the end of the meeting/function with the exception of the refrigerators, which are to remain switched on
- 23 Smoking** 23.1 Smoking is not permitted in the venue as specified under the Smoke-free Environment Act 2000.
- 24 Liquor/ Alcohol** 24.1 The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the Department of Liquor and Gaming. Any alcohol sold must be in accordance with the Liquor Act 2007 and the Gaming and Liquor Administration Act.
- 25 Fundraising and Trade** 25.1 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 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. No selling of items is permitted.
- 26 Gambling** 26.1 No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games (where monetary exchanges) Bingo or equivalent, providing relevant permits have been obtained in accordance with Unlawful Gambling Act 1998 No 113.
- 27 Storage** 27.1 Storage availability for permanent venue users is not automatically included in the hire agreement and must be discussed with the Coordinator – Community Facilities Management or his/her administrative team.
- 27.2 Storage of goods and equipment in venue storage cupboards/areas is undertaken at the owner’s own risk.
- 27.3 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.
- 27.4 In the event that a hirer ceases hire of the venue on a permanent basis, the hirer is required to collect all goods and/or equipment stored at the venue.
- 27.5 The hirer is required to arrange a suitable time to meet the Coordinator – Community Facilities Management on site to remove the goods and/or equipment and to return the key. Upon return of the key and the removal of the hirer’s goods and/or equipment the hirer’s bond will be returned
- 27.6 In the event that the hirer fails to meet these conditions, Council will:
- Provide a written notice to the 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 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 hirer will default on the return of the bond which will be used to recover the costs of removing and disposing of the hirer’s goods and/or equipment.

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 27.7 All goods and equipment brought into the venue by the hirer must be removed from the premises no later than the time specified on the permanent hire agreement.
- 27.8 Fees and charges for storage apply.
- 27.9 During maintenance / upgrade works, Council has the right to request the removal of goods whilst works are being undertaken.
- 28 Good Order**
- 28.1 The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.
- 28.2 No spitting, obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the building.
- 28.3 The hirer must comply with all relevant legislation and/or direction from Council and Police regarding any nuisances. These include and are not limited to, noise that unduly disturbs, distresses, causes annoyance to residences in the near vicinity, waste/rubbish entering near-by residential properties, vehicle car parking and wandering of guests onto private land.
- 28.4 If the venue is located in a residential area, it is expected that the surrounding residents be respected. You must keep noise to a minimum at all times in the immediate area.
- 28.5 Vehicles should not obstruct access to driveways or restrict parking in the street. Please use the car park provided, if available.
- 28.6 Vehicles are not to be parked on footpaths or on the grassed area surrounding the venue.
- 28.7 Payment for damage will be the hirer's responsibility.
- 28.8 The venue and car park must be cleared as soon as the booking is finished.
- 29 Cleanliness**
- 29.1 The hirer is responsible for leaving the premises in a clean and tidy state, (including returning all furniture neatly stacked and correctly away) and shall immediately remove all rubbish, refuse and waste matter.
- 29.2 The 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 hirer is responsible for removal & disposal of any rubbish, smoke butts, glass or broken glass left outside.
- 29.3 The hirer must clean and vacate the venue by the approved time, as the venue may be hired the following morning.
- 29.4 Council requires one hour between each permanent booking for inspection and cleaning.
- 29.5 The hirer is responsible for all their garbage, which should 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 hirer. Where no bins are provided and/or bins are full or locked prior to usage, all garbage must be removed by the hirer.
- 29.6 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, hirers are to clean up the best they can. Council's Facilities Cleaners will

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

vacuum any carpeted areas. Please sweep floors, damp mop any spillage, clean and tidy kitchen and toilets after use.

- 29.7 Hirers are required to report to Council if the venue was not found in a clean and tidy state. Photographic evidence is required for proof of unsatisfactory condition of the venue prior to hire.
- 29.8 Hirers must ensure they only use the bin allocated to them for the hired function. Any waste not able to fit into this bin must be removed by the hirer.
- 29.9 Hirers cannot use any other wheelie bins on site as they have been allotted to other hired functions/events for the remainder of the week.
- 29.10 Hirers are not to place waste on the ground adjacent to the bin.
- 29.11 Hirers will incur a removal fee as per Liverpool City Councils Revenue Policy (fees and charges) if they fail to remove waste from the venue.
- 29.12 Any cost incurred by Council in cleaning the internal or external premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer and charges applied as per Council's Revenue Policy (fees and charges).

30 Signage

- 30.1 No notice, sign, advertisement, scenery, fittings or decorations 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.
- 30.2 Hirers who wish to promote their program may request Council to display signage under the Council signage situated at the venue. This will be at cost to the hirer.
- 30.3 No banners, or other marketing material advertising, are permitted without Council consent.

31 Decorations/ Stage Fittings

- 31.1 No stage property, decorations, electric lighting, naked lights, candles, sparklers 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.
- 31.2 All such articles and property as well as any catering appliances or fittings shall be removed by the hirer at the end of the function.
- 31.3 No blue tack, sticky tape or masking tape is to be used in any community venue as this may damage paintwork.
- 31.4 The use of glitter or spray streamers is not permitted.

32 Seating

- 32.1 Seating removed from a storage area must be restacked in the storage area in a tidy and clean condition and not obstruct access to the area or impede usage of fittings.
- 32.2 Equipment such as chairs and tables must remain in the room hired and not transferred between each room and hall within the venue.

33 Air Conditioning

- 33.1 Air conditioners can only be used when all windows and doors are closed.
- 33.2 Air conditioning systems must be turned off prior to locking the venue.

COMMUNITY FACILITIES MANAGEMENT

Community Venues Permanent Hire Terms and Conditions

- 33.3 The system will cease operation automatically after two hours but to conserve energy hirers should turn it off when not required.
- 34 Disputes**
- 34.1 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 Director – City Community and Culture (or delegate) and are final and conclusive.
- 34.2 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.
- 35 Breach of Permanent Hire Terms and Conditions**
- 35.1 Non-compliance with the requirements set out in this procedure 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.
- 35.2 The hirer is responsible to pay for any of the costs incurred as a consequence of their use of the venue. Please note that these charges are Goods & Services Tax (GST) inclusive. The following situations will incur additional charges:
- Cancellation fee greater than 28 days' notice (whichever the lesser);
 - Cancellation fee less than 28 days' notice (whichever the lesser);
 - Extra cleaning per hour (or part thereof);
 - Failure to store equipment;
 - Improper use of fire/safety equipment (per item);
 - Failure to secure venue or cause a security/ alarm response;
 - Leaving lights/fans on;
 - Failure to collect keys (causing an after-hours response);
 - Loss of keys (including replacement/extra keys);
 - Additional keys to those issued;
 - Key deposit on additional keys issued on a casual basis;
 - Breach of neighbourly goodwill, noise pollution, resident complaints;
 - Entry to premises outside Permanent Hiring Agreement hours; and/or
 - Damage to venue, equipment and/or grounds.
- 35.3 Liverpool City Council's fees and charges are subject to change as of 1 July each financial year.
- 36 Programs Involving Children**
- 36.1 Where groups operate programs that involve children, hirers should be aware of the Children and Young Persons (Care and Protection) Act 1998 and ensure that this legislation guides their operations.
- 37 After Hours Contact Numbers**
- 37.1 Council has an afterhours number 1300 36 2170 to be used in the event of an **emergency only**.
- 37.2 If the afterhours number is called for any reason other than an emergency **all costs associated with the call will be charged to the hirer** regardless of whether someone is required to attend the venue.
- 37.3 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.

AUTHORISED BY
Chief Executive Office

EFFECTIVE FROM
April 2018

COMMUNITY FACILITIES MANAGEMENT
Community Venues Permanent Hire Terms and Conditions

DEPARTMENT RESPONSIBLE

Community Facilities Management

REVIEW DATE

April 2020

THIS PROCEDURE HAS BEEN DEVELOPED IN CONSULTATION WITH

City Community and Culture business units