

# Community Facilities: Rules and Conditions of Hire



Thank you for expressing an interest in using a Community Facility. These are owned by Port Macquarie-Hastings Council and are managed by community based management committees or directly by Council. Community Facilities are a great community resource and we ask that you value and care for them.

## HOURS OF OPERATION

**7.00am – 12.00 midnight.**

No function/event shall start before 7.00am or continue past 12.00 midnight.

## FEES AND BONDS

Fees and charges for Community Facilities are set annually by Council, after consultation with management committees.

Only under special circumstances can hire fees be waived. Prior permission must be given by the Council's Community Facilities Officer.

A General Bond will be taken in all cases. The bond is refundable if, after inspection, the facility is deemed to be left clean and undamaged and noise restrictions have not been exceeded. This also includes the grounds of the facility.

The hirer further agrees to pay for any cleaning or rectification of damage, not covered by the amount of the bond(s).

Payment of fees and bonds are to be made one week prior to use of the facility, to the Booking Officer for each management committee, or at a Council office for Council operated halls.

All cheques must be made payable to Port Macquarie-Hastings Council.

## PUBLIC LIABILITY INSURANCE

All activities in the facility are required to be covered by Public Liability Insurance to the value of \$20 million.

The hirer must provide evidence of insurance coverage at the time of booking.

Council provides public liability insurance coverage to non-incorporated groups and individuals.

\$2000 excess applies to each and every claim, this is payable by the hirer. The policy only covers hirers of facilities that have been specified to our insurer. Council must be notified immediately in the event of any accident that may result in a claim against the policy.

## NOISE FROM ACTIVITY

The noise from the facility shall not be audible within any habitable room in any residential premises near the facility between the hours of 11.00 pm and 7.00 am.

## ACCESS TO THE FACILITY

The hirer needs to allow time for setting up before a function and cleaning up afterwards when making the booking, this time is charged at the same hire rate.

The premises must be vacated by all patrons within the booking time and the hirer shall remove all the hirers' goods, materials and equipment and leave the premises in a reasonably clean state at the expiration of the booking, otherwise additional charges, at the scheduled rates, shall apply.

## RESPONSIBILITY OF HIRERS

Hirers are responsible for;

- Setting up and restacking and/or removal of chairs and tables etc.
- Ensuring that chairs are not stacked too high, or in front of exits or fire extinguishers.
- Inspecting kitchens before the function/event to ensure that the facilities are adequate.
- Ensuring that all electrical leads and appliances that are to be used in the facility have been inspected and tagged in accordance with AS/NZS3760 (as they will be held responsible for damage caused by untagged electrical leads or appliances brought into the facility).
- Cleaning kitchens after use, including the removal of all unconsumed food and drink from the refrigerator.
- All rubbish is to be removed from the premises unless advised otherwise by the management committee or Council office.
- Turning off air conditioner and/or fans (if applicable) and lights.
- Double checking that all windows and doors are locked.
- Reporting any damage to the Booking Officer/Council office.
- Returning the key to the Booking Officer/Council office within 24 hours of the expiration of the booking.
- Making arrangements with the Booking Officer/Council office for an inspection of the facility to facilitate the return of the deposit(s).

## LOSS OR DAMAGE TO/OF PROPERTY

The Management Committee/Council shall not be responsible for any loss or damage to any property whatsoever belonging to the hirer or persons attending the function.

The hirer shall indemnify the Management Committee/Council against any claim for compensation arising out of any action by the hirer or persons acting on his/her behalf.



The hirer shall be liable for costs associated with making good any damage caused to buildings, fittings, furniture and other installations arising out of his/her use of the Facility.

#### CHILD PROTECTION

The Hirer shall meet the legislative provision of the State Government's Child Protection (Prohibited Employment) Act 1998. The hirer is responsible for ensuring that volunteers or employees, who have direct and unsupervised contact with children and young people, have undergone police checks on their background.

#### SALE OF GOODS

Retail activities are not permitted at any Community Facility. Selling goods to raise funds for community based projects can only be done with the prior written consent of the Community Facilities Officer.

#### SMOKING

In accordance with the Smoke-Free Environment Act 2000 smoking is not permitted inside the facility or within 10 metres of any Council building.

#### ALCOHOL

The serving and consumption of alcohol is prohibited within the Community Facility and associated grounds.

#### ACCEPTANCE OF CONDITIONS

The payment by any person of any amount of rental for the hire of the facility shall be deemed an acknowledgment and acceptance by such person of the conditions set out herein.

#### CONFLICT OF HIRE

In the event of any dispute or difference arising as to the interpretation of the conditions contained in this agreement, the decision of the General Manager of Port Macquarie-Hastings Council shall be final.