



## Woollahra Council Venues - Conditions of Hire & Declaration

<b>Fees</b>	<ul style="list-style-type: none"><li>▪ Council requires that hirers pay the applicable fees, in full within 14 days of making a booking.</li><li>▪ The booking will not be confirmed until full payment and acceptance of our Conditions of Hire is received.</li><li>▪ A bond (refundable key deposit) is required to hire the venue. Should the venue not be in an acceptable condition at the completion of the hire period, Council will deduct the necessary amount from the bond for the cost of making good any damage to Council property. The applicant shall reimburse Council for the cost of repair of any damage caused to public property during, or as a result of their hire.</li><li>▪ The bond will be refunded approximately 7 - 14 working days after the keys are returned, except in cases of damages, heating left on, extra cleaning required and any complaints received.</li></ul>
<b>Cancellation Policy</b>	<ul style="list-style-type: none"><li>▪ All cancellations will incur a fee to cover administrative costs.</li><li>▪ All casual hirers must give 28 days notice to cancel otherwise they are required to pay the hire fees.</li><li>▪ Regular hirers must give 3 months notice to cancel; otherwise they are required to pay the hire fees.</li><li>▪ Council will give regular hirers 3 months notice of any changes to their booking times with the exceptions of maintenance and emergency repairs.</li></ul>
<b>Emergency &amp; Evacuation Procedure</b>	<ul style="list-style-type: none"><li>▪ Hirers are responsible for familiarising themselves with the emergency and evacuation procedures in the facility.</li><li>▪ Hirers are responsible for ensuring all guests attending a function as part of their venue hire are evacuated as per the evacuation procedures for the venue. Appropriate signage is provided with all application forms and is displayed in the venue for the hirer's reference.</li><li>▪ Hirers shall notify Council of any incidents which may arise during their hire period and assist in the completion of incident reporting.</li></ul>
<b>Use of the Venue</b>	<ul style="list-style-type: none"><li>▪ By using the venue you are agreeing with the Terms and Conditions listed herein or as provided through the online booking system.</li><li>▪ The hirer is to ensure that nothing occurs which is disorderly or unlawful in connection with the use of the venue.</li><li>▪ The hirer is responsible for the behaviour of those in attendance during the hire period.</li><li>▪ The venue has a no smoking policy.</li><li>▪ No pets or animals are allowed in the venue. Guide dogs are exempt.</li><li>▪ All items of property owned by the hirer must be removed from the venue on/or before the agreed occupancy time.</li><li>▪ Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Council, without compensation to the owner or person responsible.</li><li>▪ All tables and chairs must be stacked neatly against the wall or inside trolleys where provided.</li><li>▪ The hirer is not permitted to take into, or use, within the venue and grounds: any type of firework or flammable substances, any chemical substance deemed toxic or dangerous or candles or naked flame of any kind with the exception of birthday candles.</li><li>▪ In conjunction with Council's Single Use Plastics policy, balloons are not permitted in any of our venues. Helium balloons are also not permitted due to ceiling heights and location of fans.</li><li>▪ No amusement device/structure (eg. Jumping castle) may be erected inside the venues.</li><li>▪ No items shall be placed in front of, or obstruct access to the fire exits.</li><li>▪ The hirer should report any broken or damaged equipment, fittings or furniture to Council.</li><li>▪ Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the property.</li><li>▪ The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the building premises.</li><li>▪ Council must grant written permission for alterations made to fixtures, walls, ceilings or floors.</li><li>▪ All heaters/fans that are available in a venue must be turned off at the end of each event. Failure to do so will result in Council deducting the extra costs from your bond or billing you for the extra costs.</li><li>▪ It is the hirer's responsibility to obtain any licence, permission, certification or approval from any authority, private person or corporation who, by law, requires such approval.</li><li>▪ All hirers must adhere to the Child Protection (Working with Children) Act 2012 No 51. Working with children clearances should be sought where applicable for child related work.</li><li>▪ The hirer shall abide by all additional conditions of hire relating to each individual venue as outlined below.</li></ul>
<b>Cleaning and Waste Management</b>	<ul style="list-style-type: none"><li>▪ The venue and facilities must be left in a clean and tidy condition by the hirer, prior to vacating the premises.</li><li>▪ <b>All bins must be emptied and rubbish taken away by the hirer.</b></li><li>▪ All furniture must be stacked by the walls of the hall, ensuring no exit or emergency equipment is obstructed. Tables are to be stacked in trolleys where provided.</li><li>▪ When an additional cleaning fee is charged, it includes cleaning of the toilets and floor and does not include the removal of rubbish or stacking of furniture. Ensure any areas/appliances used are cleaned or your bond may be retained.</li><li>▪ Council reserves the right to determine the cost of any extra cleaning, above and outside that which is normally expected following normal usage of the venue and pass this on to the hirer.</li></ul>

<b>Cooper Park Community Hall</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity 70 people.</li> <li>▪ Available for hire: 5pm – 9pm Friday, 9am – 9pm Saturday &amp; Sunday.</li> <li>▪ External use of a temporary amusement device/structure (eg. Jumping castle, petting zoo) in Cooper Park in conjunction with hall hire requires additional application fee. The Venue Coordinator must be advised of all use of amusement devices/structures in Cooper Park and will provide the relevant fees and condition information upon application.</li> </ul>
<b>Rose Bay Cottage</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity 35 people.</li> <li>▪ Available for hire: 9am – 8pm.</li> </ul>
<b>The Gunyah</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity 70 people.</li> <li>▪ Available for hire: 8am to 11pm.</li> <li>▪ All music and entertainment must conclude at 10pm.</li> </ul>
<b>Vaucluse Bowling Club</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity 100 people.</li> <li>▪ Available for hire: 8am to midnight.</li> <li>▪ Hirers of Vaucluse Bowling Club are not permitted on the bowling green at anytime. Any damage to the bowling green or complaints received may result in loss of your bond.</li> <li>▪ Hirers are not permitted to use the bar at any time.</li> <li>▪ All music and entertainment must conclude at 11pm.</li> </ul>
<b>Canonbury Cottage</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity 20 people.</li> <li>▪ Available for hire: Sunrise to Sunset.</li> <li>▪ All functions are to cease and all people must have vacated the premises by sunset as main gates will be locked and there will be no access to McKell Park.</li> <li>▪ Opening of McKell Park gates in Daylight Saving times are 7am to 8pm, outside Daylight Saving times are 7am to 7pm.</li> <li>▪ Closing of McKell Park gates is by Challenger Security 0418 222 382.</li> <li>▪ The Cottage may be hired in conjunction with the Park for weddings and social gatherings. It may not be hired at times when the Park is already booked for Wedding Parties, as parking restrictions prohibit simultaneous events.</li> <li>▪ Music and noise are to be restricted to a reasonable level. All music and noise must cease by sunset or the key deposit will be forfeited. Failure to comply will compromise the refund of the key deposit.</li> </ul>
<b>Sherbrooke Hall</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity:100 people,</li> <li>▪ Available for hire: 8am to 9pm.</li> <li>▪ Access to audio visual equipment is by booking only and must be locked up after use. Costs relating to any damage to equipment will be deducted from bond or billed to hirer.</li> </ul> <p><b>USE OF FOSTER PARK PLAYGROUND</b></p> <ul style="list-style-type: none"> <li>▪ This is a public area and hire of the hall does not give exclusive use of the playground.</li> <li>▪ The Playground is used exclusively by Woollahra Preschool as an education and care service on weekdays. Hirers must respect this use by taking care around plants and on equipment. It is designed for use by Preschool age children, and is not suitable for large groups of older children.</li> <li>▪ In an effort to preserve the established gardens, ball games are prohibited.</li> <li>▪ In the interest of providing a risk free environment for all children in our community, including those with Anaphylaxis, no food with nuts or seeds are allowed in the Playground.</li> <li>▪ Smoking and dogs are also prohibited.</li> <li>▪ Ensure no rubbish is left inside the playground.</li> </ul>
<b>The Drill Hall &amp; Studio</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity: The Drill Hall = 100 people The Studio = 42 people.</li> <li>▪ The venue is available for hire between the following times:</li> <li>▪ For rehearsals: 9.00am to 9.00pm on any day</li> <li>▪ For performance showings or performance related functions: 6.00pm to 11.00pm and no more than two performances shall be made in any 30 consecutive days.</li> <li>▪ Noise from music or equipment shall not exceed 5dB above the background noise level during the daytime (7.00am – 6.00pm) and no more than the background noise level in each octave between 63Hz and 8KHz during the evening and night time (6.00pm -11.00pm) when assessed at the most affected residential boundary.</li> <li>▪ No stiletto shoes are to be permitted on the dance floor.</li> <li>▪ The hirer must inform Council of any intended sound equipment use during the hire period upon application of use.</li> </ul>
<b>Cross Street Studio 1</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity: 30 people.</li> <li>▪ Available for hire 9am to 9pm</li> </ul>
<b>The Bay Room</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity: 60 people.</li> <li>▪ Available for hire 9am to 10pm on any day</li> <li>▪ All tables and chairs to be stacked and put away in the locked storeroom.</li> <li>▪ Air-conditioning unit must be turned off after functions bond may be retained if left on.</li> <li>▪ Glass doors to Bay St entrance must be turned to off/locked position before leaving.</li> </ul>
<b>EJ Ward Paddington Community Centre</b>	<ul style="list-style-type: none"> <li>▪ Maximum capacity: Dining room = 20, Upstairs room = 40, Lounge = 20</li> <li>▪ The lounge room, courtyard and kitchen are shared areas. Please be respectful of other users.</li> <li>▪ The venue is available for hire from 7am to 9pm seven days a week.</li> <li>▪ The venue may be available for supervised children’s parties.</li> </ul>

<b>Keys and Access</b>	<ul style="list-style-type: none"> <li>Keys, where required, may be picked up from reception, at <b>Woollahra Council Chambers, 536 New South Head Road, Double Bay</b> the working day before the hire. For weekend bookings, the keys may be picked up the Friday before the event.</li> <li>All keys are to be returned the day after the event, or in the case of weekend bookings, the Monday afterwards.</li> <li>If you have problems accessing the venue on the day of your event, please contact Challenger Security on 0418 222 382. Please note that a call-out fee of \$80 cash is payable to the security company if called out for any reason that is directly related to your booking.</li> <li>Council reserves the right to pass on any charges to the hirer if our security company is called out to the venue for any reason that is directly related to the booking.</li> </ul>
<b>Observance of Venue Hire Period</b>	<ul style="list-style-type: none"> <li>Observation of the allocated booking time is important, to avoid clashes between the various hirers who use the premises.</li> <li>Set up and pack up must be included in the hire time specified in the event sheet.</li> <li>The venue must be vacated on or before the agreed finish time.</li> <li>The hirer is only allowed to enter the venue during the agreed time.</li> <li>Council reserves the right to pass on any charges directly relating to the booking (e.g. security call out for early/late attendance).</li> </ul>
<b>Single Use Plastics</b>	<ul style="list-style-type: none"> <li>Woollahra Municipal Council is committed to eliminating the use of single use plastics. It is our policy that events that Council runs or that are held at Council venues be free of single use plastics, except where there is no viable alternative or where there is the need for an exemption due to health or safety.</li> <li>Full details of the policy, and a Quick Guide – Alternatives to Single Use Plastics, can be found on our website at: <a href="https://www.woollahra.nsw.gov.au/services/rubbish_and_recycling/initiatives_and_events">https://www.woollahra.nsw.gov.au/services/rubbish_and_recycling/initiatives_and_events</a></li> </ul>
<b>Liquor license &amp; Serving of Liquor</b>	<ul style="list-style-type: none"> <li>Liquor can be consumed on the premises. The hirer must supply their own liquor and ensure that: <ul style="list-style-type: none"> <li>No person under the age of 18 years shall be served with alcoholic substances or allowed to consume alcoholic substances.</li> </ul> </li> </ul>
<b>Liquor license &amp; Serving of Liquor</b>	<ul style="list-style-type: none"> <li>No liquor is to be consumed outside the premises.</li> <li>The hirer or hirers of the premises shall be responsible for the good conduct of those attending the function.</li> <li>The sale of liquor is not permitted on the premises unless the hirer is a non-profit organisation granted a temporary function license by the Licensing Court. A license can be granted for the sale of liquor at a dinner, ball, convention, seminar, sporting event, race meeting, exhibition, performance, trade fair, or other fair, fete or carnival, or any similar event or activity that is conducted for public amusement or entertainment, or to raise funds for any charitable or other purpose. Liquor can only be sold at a function of the association holding the license.</li> <li>Council must receive a copy of any such license if the sale of liquor is to occur on the premises prior to the event and they must abide by all conditions of such license.</li> </ul>
<b>Youth Events / Parties</b>	<ul style="list-style-type: none"> <li>Youth events / parties apply to 13 - 25 year olds.</li> <li>A parent / guardian must complete, sign the application form and take responsibility for the event if the hirer is under 18 years old. Proof of identity may be required.</li> <li>A minimum of two (2) professional security guards are required to ensure the safety of both guests and the security of the building and surrounding area. A Security Details form must be completed and returned to Council before a booking for a youth event can be confirmed.</li> <li>All youth parties must be registered with the NSW Police Force at <a href="http://www.police.nsw.gov.au/online_services/party_safety/party_registration">www.police.nsw.gov.au/online_services/party_safety/party_registration</a> and organisers should read the 'party safe tips'.</li> </ul>
<b>Noise Management</b>	<ul style="list-style-type: none"> <li>The Event must not give rise to offensive noise under the Protection of the Environment Operations Act 1997.</li> <li>Any equipment that is to be used must conform to the Department of Environment and Climate Change Guidelines and not create a nuisance to the amenity of the neighbours.</li> </ul>
<b>Vehicle management</b>	<ul style="list-style-type: none"> <li>Participant and spectator vehicles must not be parked on Council's parks or reserves or upon grass verges or footpaths.</li> <li>A minimum of 1.8 metres clear width on the footpath must be available for pedestrians. No obstruction can be placed on footpaths less than 1.8 metres wide.</li> <li>Do not block private or public driveways.</li> <li>All parking of equipment trucks must comply with the signage existing in the street.</li> </ul>
<b>Damages and Repairs</b>	<ul style="list-style-type: none"> <li>The hirer will be responsible for any expense in connection with repairs, security, and improper use of safety equipment, damage to grassed areas and/ or extra cleaning which may become necessary as a consequence of the booking.</li> <li>Council reserves the right to determine the cost of any damages above and outside that which is normally expected following normal usage of the hall and grounds.</li> <li>Council reserves the right to retain all or part of the key / cleaning deposit to meet such costs if necessary, or to bill the hirer for additional costs.</li> </ul>
<b>Insurance</b>	<ul style="list-style-type: none"> <li>Incorporated bodies, sporting clubs, associations of any kind, profit making/commercial activities or hirers conducting more than twelve (12) sessions per year must have a \$10 million public liability insurance policy noted. The insurance must cover the hirer at the venue being hired.</li> <li>A copy of their <i>Certificate of Currency</i> will be held on Council files.</li> </ul>

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- The hirer must have personal insurance for any items brought into the venue.
  - Council shall not be responsible for any loss or damage to any property belonging to either the hirer or any person in the facility at the invitation of the hirer.
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**Breach Of Agreement**

- Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure.
  - Failure to comply with the requirements set out in this policy will be regarded as a breach of agreement, giving Council the right to sue for the recovery of any amount due and / or to cancel of all or any such future booking.
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## **Additional COVID Conditions of Hire for Community Venues As at 1<sup>st</sup> July 2022**

Following are Council and Hirers shared responsibilities when it comes to cleaning venues in response to COVID-19:

**Council will:**

- Ensure venues are stocked with hand soap and paper towels.
- Provide visual aids to support effective hand washing.
- When required provide signage displaying the maximum number of people allowed in the venue and in each room, calculated on the government recommendations.
- When required provide QR code to record attendance by casual hirers and visitors at the venue.

**The Hirer:**

- Will exclude guests, staff, volunteers, participants and visitors if unwell.
- Should reduce crowding wherever possible and promote physical distancing requirements.
- Will adopt good hand hygiene practices.
- Will where practical open doors to maximise fresh air flow.
- Will ensure that any signage provided at the venue is not removed or changed in any way.
- Will, when required, ensure the maximum number of people displayed for the venue and in each room at the premises is not exceeded.
- Will cooperate with NSW Health if contacted in relation to a positive case of COVID-19 at the venue.
- Will advise NSW Health and Council of any positive case of COVID-19 in an attendee of your event.



# Venue Hire Declaration

This declaration confirms that you, the applicant:

- have read and understand the conditions of hire and additional Covid-19 conditions of hire
- have read and understand the emergency procedures, including your responsibilities in the event of an emergency evacuation at this venue
- accept that all these conditions must be complied with on the day(s) of the activities.

You indemnify Council 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 of, loss of use of, or damage to property of Council; or
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by You arising out of your activities undertaken at or near Council's facility.

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.