



**Marie Bashir Mosman
Sports Centre,
Drill Hall Common**

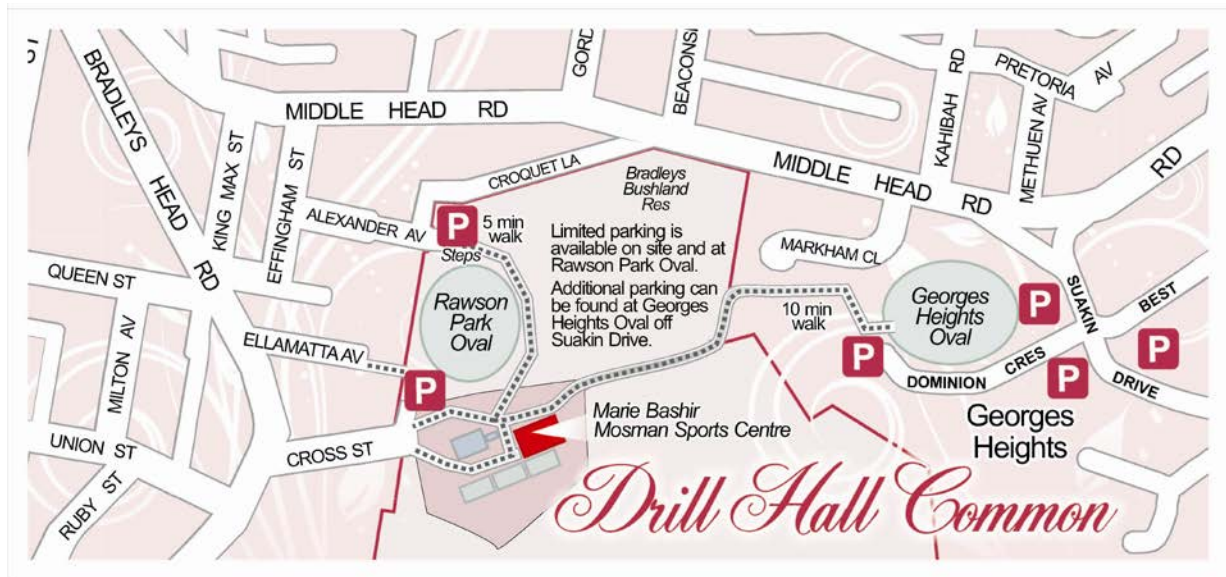
Amendments

Date	Amendment	Reference
7 December 2010	Adopted	CS/80
6 March 2012	Review and update	CS/11

Venue Hire Policy & Procedures

Introduction

Located at the end of Cross Street, the Marie Bashir Mosman Sport Centre, Drill Hall Common has been built to become Mosman's new recreation and community venue. It is available for use, between the hours of 7am – 10pm, Monday – Sunday. Closed on Public Holidays.



Rental Pricing Policy

FEE CLASSIFICATIONS

- **Private**

Hirers who wish to use the hall for private functions are classified as Private clients. For example the event would be usually by invitation only and may include company training, team building events, corporate and casual sporting use.

- **Public**

The public fee structure is defined on the basis that the hirer would usually receive payment of a fee to conduct the activity, for example a professional coaching clinic. It also includes all non-Mosman schools.

- **Community**

Community hirer's activities would generally serve a demonstrated community benefit, such as active recreation which supports community health and wellbeing. They would generally be a Mosman non-profit organisation and will also include Mosman public and private schools.

HIRE COSTS

- **Booking Fee**

All court hire fees for casual bookings must be paid in full prior to use and as stated in the conditions detailed in the confirmation documentation.

Court hire fees for season bookings will be invoiced at the end of the season/term with payment due within 28 days.

- **Security Deposit**

A Security Deposit of \$200 must be paid upon confirmation of booking. Subject to no damage to Council property and additional cleaning not being required the deposit is refundable.

Fee Structure

Community rates are calculated at 70% and Public at 80% of the Private rate. The rates specified are hourly and include GST.

Hire fees are detailed on the Application Form. Minimum booking time 1 hour.

Please note the facility will not be provided Free of Charge.

Booking Conditions Policy

Definition of terms

Definitions of terms used in this document

VENUE/FACILITY:	Marie Bashir Mosman Sports Centre - Drill Hall Common, Cross Street, Mosman.
HIRER:	The person, group or organisation authorised by the Provider to use the VENUE under the terms of this agreement.
CASUAL HIRER:	Has ten or less bookings over any twelve month period. (Public Liability Insurance Certificate not required for individuals or unincorporated bodies)
REGULAR HIRER:	Has more than ten bookings over any twelve month period. (Public Liability Insurance Certificate for a minimum of \$20 million required)
AGREEMENT:	This document plus the completed Application Form.

1. Booking Priorities

- Council's lease with the Sydney Harbour Federation Trust stipulates that sporting activities, recreation and community use will be given priority. Other priority usage will be to address the gender imbalance of sporting facilities for women and for the disabled.
- The greater the number of people per booking using the facility for sport or active recreation, particularly young people, the higher the priority of the booking.

2. Access to the Marie Bashir Mosman Sports Centre

- Council will not permit the Sports Centre to be used exclusively by any group or individual, in order to facilitate accessibility of the Venue to all users.
- Use of the Venue will be approved for no more than twelve months. Bookings will be reviewed every twelve months to ensure that the distribution of bookings is equitable.
- The hirer may not assign or sub-let the premises or any part thereof.
- Council reserves the right to cancel any booking if maintenance or building works are required or if required for a special Council event.
- The hirer may only use the venue for the purposes shown on the "Application for Hire of Venue" form.
- The hours of operation are 7am – 10pm, Monday – Sunday. Closed on Public Holidays.

3. Emergency Evacuation

The hirer must be aware of and observe the Emergency Evacuation Management Plan for the premises.

4. Application for Hire

- Application for the hire of the Venue must be lodged in writing using the appropriate application form by a person over the age of eighteen.
- The minimum booking period is one hour. Priority will be given to bookings accepted for whole hours.

5. Booking Fees/Security Deposit

- All applications are subject to an approval process. Successful applications will be confirmed in writing. On receipt of confirmation of the booking, the applicant will be required to make full payment as outlined in confirmation correspondence.
- A \$200 Security Deposit is required. Should the Venue not be in an acceptable condition at the completion of the hire period, Council will deduct the necessary amount from the Security Deposit for the cost of making good any damage to Council property or additional cleaning. The hirer shall reimburse Council for the cost of repair of any damage caused to public property or extra cleaning as a result of actions by the hirer or their invitees.
- The Security Deposit will be refunded by direct deposit usually within 28 days of the last date of hire to which the bond applies, except in cases of damages or extra cleaning required.

6. Confirmation of Booking

No booking will be confirmed until a completed application form is returned to Council and all conditions of hire including payment are complied with.

7. Cancellation

- All booking cancellations must be received in writing with attention to the Venue Coordinator. No verbal cancellations will be accepted.
- Regular hirers must give 28 days notice to cancel; otherwise they will be required to pay 100% of hire charges.
- For casual hirers, a percentage of the full booking charges may be forfeited by the hirer as follows:

• 24 hours prior to the function:	The whole fee
• Between 1 – 7 days prior to the booking:	75% of the fee
• Between 7 – 14 days prior to the booking:	50% of the fee
• More than fourteen days prior to the booking:	The 30% deposit.

8. Mosman Councillors and Staff Use of the Sports Centre

- The venue is available to the Councillors and Staff of Mosman Municipal Council on the same basis as to regular private hirers.
- Councillors should advise the General Manager at the time of making a Venue Hire booking.
- Staff should advise the Director Corporate Services at the time of making a Venue Hire booking.

Conditions of Use Policy

1. Use of the Venue

- The hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the Venue.
- The hirer shall, while on the premises, abide by the directives of Council staff.
- The hirer is responsible for the behaviour of those in attendance during the hire period.
- The hirer is to ensure full supervision and responsibility for the premises during use so unapproved visitors cannot gain access to the Venue.
- Council reserves the right to ban and/or have any person/group removed from the premises where that person/group has, or is likely to cause injury/damage to other persons or property.
- The Venue is to be vacated by 10.00pm.
- All users are to be mindful of neighbours and be considerate especially in relation to noise and traffic management which will be carefully monitored.

2. Observance of Venue Hire Period

- Observation of the allocated booking times is important to avoid clashes between the various hirers who use the Venue.
- The Venue must be vacated on or before the agreed time.
- The hirer is only allowed to enter the Venue during the agreed time. Failure to do this may result in the cancellation of all future bookings.
- Any time required for setting up the Venue or for cleaning up at the end of your event must be included in the period booked.

3. Care of Premises

- The premises and facilities must be left in a tidy condition by the hirer prior to vacating the premises.
- The hirer is responsible for proper cleaning of the kitchen area, and for loss or damage to any equipment and facilities, which are used by themselves or other persons contracted by the hirer.
- All hired areas are to be left as they are found.
- Any equipment used is to be returned to its correct storage area, unless otherwise advised.
- All rubbish is to be collected and placed in the appropriate waste and recycling bins.
- Food and drink are not to be taken onto the playing surface of the court.

4. Footwear

- Only white sole flat sport shoes are permitted on the playing surface of the court. The use of any other shoes will damage the court.

5. Noise

- Noise is to be restricted to a reasonable level. All noise must cease by 9.45pm and the premises must be vacated by 10.00pm.
- The level of noise emissions from any activity emanating from the premises shall not exceed normal background noise level when measured at the nearest boundary of any residential property.

6. Smoking

- The Drill Hall Common area including the outdoor open spaces are a non-smoking area. Smoking is not permitted at any of Council's recreational areas.

7. Licencing

- Alcohol cannot be consumed on the premises.
- Alcohol cannot be sold within the Drill Hall Common precinct.
- The hirer must ensure that no alcohol is consumed outside the premises unless prior written consent has been given by Council in the event of a special event.

8. Damages and Repairs

- The hirer will be responsible for any expense in connection with repairs, security, and improper use of safety equipment and/or extra cleaning which may become necessary as a consequence of the booking.
- Council reserves the right to determine the cost of any damages and/or extra cleaning which may be necessary, above and outside that which is normally expected following usage of the Venue. Council reserves the right to retain all or a part of the Security Deposit to meet such costs if necessary, or to bill the hirer for additional costs.
- The hirer should report any broken or damaged equipment, fittings or furniture to Council staff.

9. Insurance

- Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities must have a \$20 million public liability insurance policy underwritten by an Australian Prudential Regulation Authority (APRA) approved insurer noted, endorsing Council's interest in the use of the facility.
- A copy of their *Certificate of Currency* will be held on Council files.
- The hirer should have their own insurance for any items of value brought into the Venue.
- All user groups are required to submit a completed Council indemnity form (this is sent once Council has received a completed application form and a booking is made).
- All groups booking more than 10 bookings per year must provide a current Public Liability Certificate of Insurance.

10. Property

- Council shall not be responsible for any loss or damage to personal property arising from the hiring of Council's facilities and from events being held in Council's facilities. Council recommends appropriate security and indemnity measures, be taken by the hirer or any person in the facility at the invitation of the hirer, in respect to any loss..
- The hirer is not permitted to remove or relocate any property or items in the Venue not belonging to the hirer, without written consent from Council.

11. Storage

- Limited Storage facilities may be made available to regular Venue hirers upon application and payment of a fee.

12. Parking

- Limited parking is available on site and adjacent to Rawson Oval. Parking must be in marked spaces only. Failure to do this will result in infringements being issued.

13. Safety

- No items shall be placed in front of or obstruct clear access to the fire exits.

14. Bikes/Scooters/Skateboards

- The riding of bikes, scooters and skateboards is not permitted on the premises. These items are to be left outside the centre.

15. Children

- 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 venue or grounds.

16. Activities for Children and the Responsibilities of Hirers

- Hirers of Mosman Community and Recreation Facilities and Sporting Ovals for the purposes of conducting activities for children are bound by NSW Child Protection Legislation. Clubs and service providers are required to undertake Working With Children Checks and implement Prohibited Employment Declarations for all persons working directly with children. Further information regarding your obligations can be found on the following web sites:

<http://www.kids.nsw.gov.au/director/check.cfm>

<http://www.dsr.nsw.gov.au/children/>

http://www.community.nsw.gov.au/DOCS/STANDARD/PC_100966.htm

17. Animals

- No pets or animals are allowed on Drill Hall Common. Guide dogs are exempt.

18. Equipment

- The hirer is required to ensure that all facility equipment provided at the centre is cleaned and undamaged. Any damaged equipment must be reported immediately.

19. Prohibited Substances / Articles

The hirer is not permitted to take into or use the following substances within the Venue and grounds:

- Any type of firework or flammable substances;
- Any chemical substance deemed toxic or dangerous;
- Any beverages in aluminium cans or glass.

20. Uncollected Goods

- All items of property owned by the hirer must be removed from the Venue and grounds on or before the agreed vacation time.
- 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.

21. 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 all or any such future booking.