



# **Mosman Drill Hall**

## **Venue Hire**

## **Policy & Procedures**

Public Document

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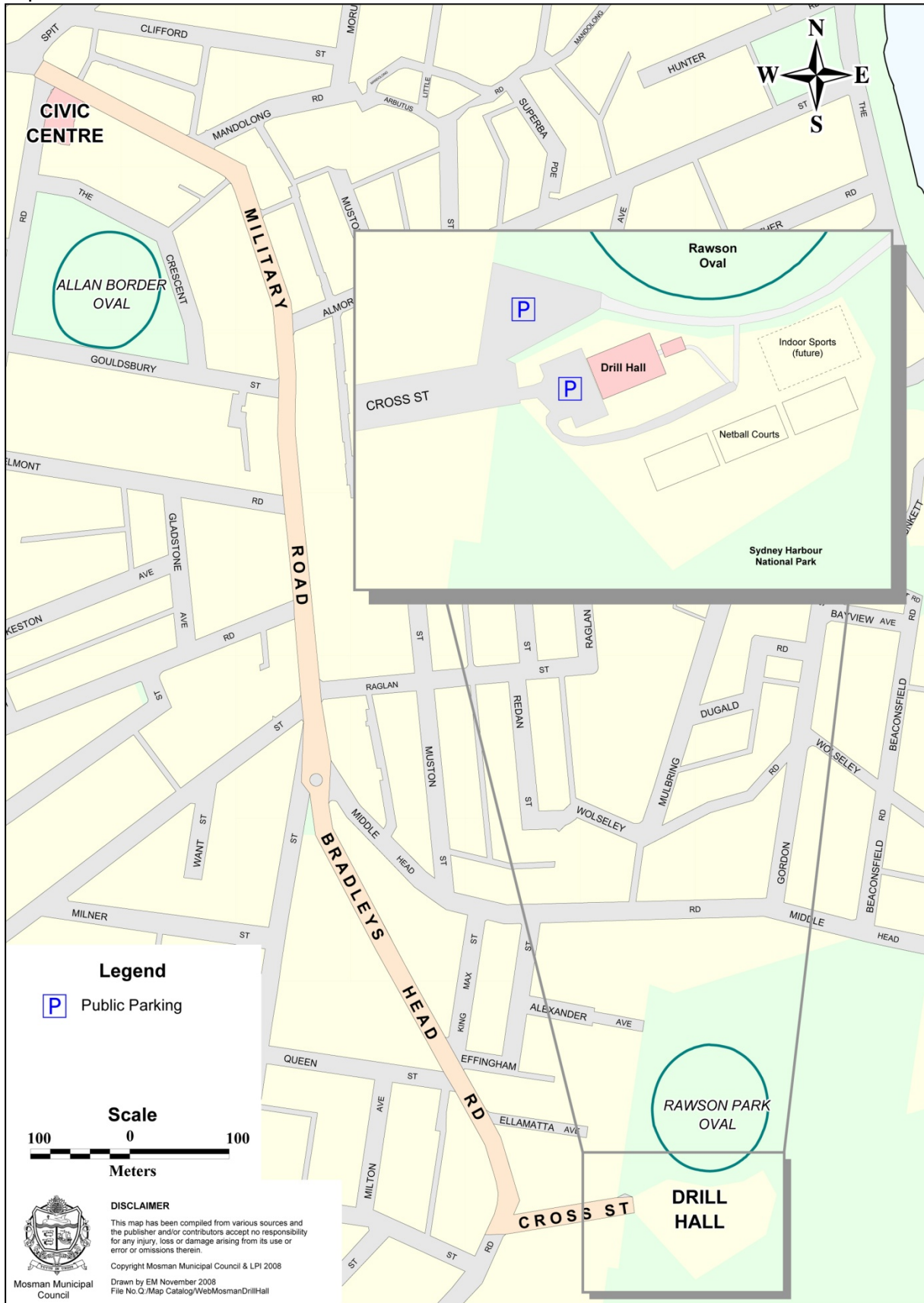
Ownership: Corporate Services

## Amendments

<b>Date</b>	<b>Amendment</b>	<b>Reference</b>
1 July 2008	Adopted	CD/12
6 March 2012	Review and Update	CS/11

# Introduction

Located at the end of Cross Street, the Drill Hall has been extensively refurbished to become Mosman's new recreation and community venue. It is available for use, between the hours of 7am – 10pm.



# 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, children's birthday parties and the like.

***NB: Bookings for all private events (including children's parties) must be booked for a minimum of 3 hours including set up /pack up.***

- **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 dance group or education class.

- **Community**

Community hirer's activities would normally be at a nominal fee or free to the participant and generally serve a demonstrated community benefit, such as active recreation which supports community health and wellbeing. They would generally be a non-profit organisation with the exception of Private Schools.

## DEPOSITS

- **Booking Deposit**

A booking deposit of 30% of the full hiring charge will be applied to all bookings on confirmation and not less than 21 days before the booking period.

- **Security Deposit**

A Security Deposit (refundable) of \$200 is required to cover activities. 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. The hirer shall reimburse Council for the cost or repair of any damage caused to public property during, or as a result of, activities.

## FEE STRUCTURE

The rates specified in the application form are per hour and include GST.

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:** The Hall and Meeting Room of the Drill Hall, 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 not required for individuals and unincorporated bodies.)

**REGULAR HIRER:** Has more than ten bookings over any twelve month period.

**AGREEMENT:** This document plus the completed Application Form.



## 1. Booking Priorities

In accordance with Council's lease with the Sydney Harbour Federation Trust which stipulates sport, recreation and community use, sporting activities will be given priority. Other priority usage will be for children's activities and activities for the over 55s.

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 Drill Hall

- Council will not permit the Drill Hall 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.

## 3. 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. Bookings will be accepted for whole hours only.

## 4. 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 Security Deposit of \$200 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 required as a result of actions by the hirer or their invitees..

- The Security Deposit will be refunded by direct deposit within 28 days of the last date of hire to which the bond applies, except in cases of damages or extra cleaning required.

#### **5. 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.

#### **6. Cancellation**

- All booking cancellations must be received in writing with attention to the Venue Manager. 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 function	75% of the fee
– Between 7 – 14 days prior to the function	50% of the fee
– More than fourteen days prior to the function	The 30% deposit.

#### **7. Function Coordination**

- Hire of the Venue does not include the management and / or co-ordination of any activities. Hirers are responsible for the organisation and co-ordination of all details regarding their usage of the Venue, *other than in exceptional circumstances, which would need to be negotiated with the relevant staff.*
- In the exception where Council staff are required to provide any organisation and coordination of the activity, an hourly administration fee will be charged to the hirer based on staff time and any other relevant costs.

#### **8. Mosman Councillors and Staff Use of the Drill Hall**

- The Drill Hall 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 Venue Hire booking.
- Staff should advise the Director of Community Development at the time of Venue Hire booking.

#### **9. Youth Events**

In some circumstances special security arrangements may be required to ensure the safety of both guests and the security of the building and surrounding area. This must be provided in the form of either extra staffing and / or professional security persons.

**All such arrangements will be at the hirer's expense.**

# 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 that all doors into the Venue are locked or supervised 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.

## 4. Sport

- The Drill Hall is available for training and recreation (non-competition) sport, particularly in reference to Netball and Basketball. This is due to the fact that the run off area (safety zone) is not in line with competition guidelines.
- The "Recreation and Sport Planning and Design" (RSPD) lists that Netball requires 1 metre safety zones on the sides and 1.2 metres on the ends. The Drill Hall allows for 1.5 metres on the sides and 1 metre on the ends.
- As per the RSPD guideline, the minimum safety zone for Basketball is 2 metres around the complete court. The Drill Hall Allows approximately 1.5 metres run off on the sides and 1 metre on the ends. These dimensions being less than the RSPD guideline, limit play to persons aged 12 years and under.

## 5. Music and Noise

- Music and noise are to be restricted to a reasonable level. All music and noise must cease by 9.45pm.
- 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 Venue has a non-smoking policy. Smoking is not permitted within the Drill Hall Common precinct, including all indoor and outdoor areas, at all at any time.

## **7. Licensing**

- Alcohol can be consumed but not sold on the premises. The hirer must ensure that:
  - No person under the age of 18 years shall be served with alcoholic liquor or allowed to consume alcoholic liquor.
  - No alcohol is to be consumed outside the premises.
  - The hirer or hirers of the premises shall be responsible for the good conduct of those attending the function.
  - No beverages of any kind in aluminium cans are to be brought onto the premises. Aluminium cans damage wooden floors.

## **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.

## **9. Insurance**

- Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities must have a \$10million 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.
- Schools are required to furnish a completed Council indemnity form (this is sent once council has received a completed application form and a booking is made).

## **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**

Storage facilities are not available to Venue hirers.

## **12. Parking**

Limited parking is available on site and adjacent to Rawson oval.

## **13. Decorations**

- Decorations may only be put up with permission of, and under the supervision of Council staff.
- The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the building premises.
- Council must grant written permission for any alteration made to fixtures, walls, ceilings, or floors.
- Balloons must be tied down and not allowed to rise to ceilings otherwise removal costs may be incurred.

## **14. Safety**

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



## **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 Drill Hall 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>

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

NSW [http://www.community.nsw.gov.au/DOCS/STANDARD/PC\\_100966.htm](http://www.community.nsw.gov.au/DOCS/STANDARD/PC_100966.htm)

## **17. Animals**

No pets or animals are allowed within the Drill Hall Common precinct. Guide dogs are exempt.

## **18. Equipment**

The hirer is required to ensure that all facility equipment and / or furniture is cleaned and undamaged. Any damaged furniture and equipment must be reported immediately. Hirers not reporting damage or faults will be held responsible for the repair of the goods.

## **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;
- Drinks of any kind in aluminium cans.

## **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.