

# VENUE HIRE CONDITIONS

## 1. RESPECT OF OTHER USERS

- It is very important that groups finish on the allocated time as we have other activities taking place in the centre. It is extremely important that hall hirer and users understand that whilst Council is trying its best to accommodate all groups in a private capacity, some other groups may also be present on the premises
- Mosman Council employees will NOT be in the position to lead the group, run the event, or set the room in the Hall hirer's absence. The Hirer is responsible for running and coordinating their event.

## 2. ACCESS TO OTHER AREAS

Access to the Centre is restricted to the area indicated on the hiring application form. There is no access to the kitchen areas without prior approval from Council (to be discussed at the time of booking and depending on your needs) and no access AT ALL to the office areas or the Mosman Meals kitchen.

## 3. OUT OF HOURS

Access to the building out of office hours may only be available when a Council staff member is present. Please refer to the pricing policy for after hour bookings, there may be a cost attached to the staff member being in attendance.

## 4. KITCHEN

By default, the kitchen (adjacent to the main hall of the Seniors Centre) and its' equipment ARE NOT available to groups in accordance with Food Safety Regulations. It is extremely important for groups, hall hirers, group leaders and attendees to follow this procedure should they need anything from the kitchen:

- Refer in all cases to the staff member in attendance for access to the kitchen. They will go in the kitchen for the group and provide the items required. In specific cases the hall hirer are allowed to enter the kitchen
- Rubbish must be emptied and disposed in one of the several bins around the centre; staff are to assist should there be a problem with the bins or bulkier items
- In case of a delivery of foods, equipment, etc, prior to a function or event, the delivery is to be arranged with the Centre Staff by contacting 9978 4128 to avoid interference with other Centre activities and to ensure Safe Food Handling practices
- At no time will there be access to the Mosman Meals kitchen for food preparation or deliveries. All deliveries must be made to the Mosman Square entrance of the Seniors Centre.

## 5. CLEANING

The space provided is the responsibility of the group and of the hirer:

- All rubbish is put in plastic bags and disposed of by hirer in a proper manner
- All decorations are removed, including sticky tape/blue tac, etc
- All equipment is clean, in good order and stored in the correct manner.

## 6. LICENCING / ALCOHOL / NOISE / SMOKING

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 within 10 metres of the premises
- The hirer or hirers of the premises shall be responsible for the good conduct of those attending the function
- No alcohol or any beverages in aluminium cans are to be brought onto the premises, as aluminium cans damage wooden floors.

Music and Noise to be restricted to a reasonable level. The hirer must ensure that:

- All music and excessive noise to cease by 12.00 midnight. This condition also pertains to noise made whilst entering and departing from a facility.

The Centre has a non-smoking policy.

- Smoking is not permitted on the premises. Smoking is prohibited within 10 metres of the entrances of Council owned or managed buildings (including balconies or covered areas of these buildings).

## 7. 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 necessary, above and outside that which is normally expected following usage of the Centre. Council reserves the right to retain all or a part of the Administration Fee to meet such costs if necessary, or to bill the hirer for additional costs
- The hirer will be responsible for any expenses relating to the replacement of, or damage of any furnishings.

## 8. INSURANCE

- The hirer, if an incorporated body must have a public liability insurance policy noted, endorsing Council's interest in the function
- Hirers should have their own insurance for any items of value brought into the Centre.

## 9. PROPERTY

- Council shall not be responsible for any form of loss or damage 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 particularly in instances where charity/fundraising events are being conducted from the facilities.
- The hirer is not permitted to remove or relocate any property or items in the Centre not belonging to the hirer, without written consent from Council.
- The group will not assign a sub-let of the premises or any part thereof.

## 10. STORAGE

- Storage facilities are not available to Centre hirers.

## 11. DECORATIONS

- Decorations may only be put up with permission of, and under the supervision of Council staff.

## 12. SAFETY

- No items to be placed in front of fire exits, in front of the main doors, on the ramp outside the Seniors Centre, in front of the toilets or anywhere on the stairs.

## 13. 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 Centre building or grounds.

## 14. ACTIVITIES FOR CHILDREN & 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. Persons working directly with children, including volunteers, may be required to undertake Working With Children Checks or provide Prohibited Employment Declarations prior to commencing their work. Clubs and Service providers are encouraged to visit the NSW Office of the Children's Guardian website for more information about the Working with Children Check, including who is required to hold one. Free training and information about becoming a child safe organisation is also available.

Further information regarding your obligations can be found on the following web sites:

- [Working with Children Check Compliance](#)
- [Becoming Child Safe](#)
- [Free Training and Resources](#)
- Refer to our [Child Safety Policy](#) for further information

## 15. ANIMALS

- No pets or animals are allowed on the premises. Allowances for Service Dogs only.

## 16. EQUIPMENT

- The Mosman Square Seniors Centre will arrange the set-up of Centre chairs and tables for bookings as requested. The hirer is responsible for any further set up requirements of facilities for unique functions such as weddings or parties.
- 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.

## 17. ACCESS / SET-UP / PACK-UP

- The hirer may have access to the Centre prior to the booked period or after on consultation with Council. Fees may apply.

## 18. WALLS / ALTERATIONS AND PAINTING

- 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.

## 19. PROHIBITED SUBSTANCES / ARTICLES

The hirer is not permitted to take into or use the following substance within the Centre 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 Centre on or before the agreed vacation time, unless special arrangements have been made otherwise
- 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 conditions of use.
- Failure to comply with the requirements set out in the conditions of use 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.

## 22. RIGHT TO TERMINATE BOOKINGS

- Council reserves the right to terminate bookings if full payment is not received fourteen (14) days in advance of the date of the proposed function.

## 23. CANCELLATION FEE

In the event of a cancellation by the hirer, a percentage of the full booking charges may be forfeited by the hirer as follows:

<b>Cancellation period</b>	<b>Booking charges forfeited</b>
• 24 hours or less	The whole fee
• 1-7 days prior	75% of the whole fee
• 7-14 days prior	50% of the whole fee
• 14 days or more	25% of the whole fee

## 23. SECURITY BOND

A credit card form is to be filled out and \$250 will be held as a security bond for casual users.

## VENUE HIRE PRICING – FEE CLASSIFICATIONS

**Please note** that fees for a booking are subject to change. An **estimate only** of venue hire fees and charges may be given at the time of application. The final fees due will be payable in accordance with Council's schedule of Fees & Charges Policy enforced at the time of the event.

### COMMERCIAL/PRIVATE

Commercial Private Hirers are defined as those where the income from the hirer's activities are dispersed to an individual, individuals or a commercial company. Individuals who wish to hire the Centre for a private function are classified as Commercial/Private clients.

For example:

- Commercial hire of the Centre for a product launch, commercial event or business meeting.
- Private hire of the Centre for a wedding reception, wedding ceremony, celebration or similar function.

### COMMUNITY EDUCATION & LEISURE

Community Education hirers are those where the income from the hirer's activities are dispersed to an individual, individuals or a group. Customers pay fees directly to the hirer or entity for activities or education classes. The activity of the Community Education Program has a clear community benefit, E.g. Community education classes/activities such as aerobics, dancing, language, activities.

### COMMUNITY

Community hirers are those where the income from the hirer's activities are retained by a community group or are dispersed to another organisation which does not in turn dispense them to individuals. The activity of the group has a clear and demonstrated community benefit. Community members pay membership fees which cover such items as rent of the Centre.

For example:

- A community arts organisation who hires the Centre for meetings. The Group's activities are essentially non-profit and can be accessed by a wide cross section of the community. E.g. meditation groups
- Activities run by incorporated non-profit organisations such as art societies, rotary clubs etc.
- Some cultural events.

# VENUE MAP

