



DRILL HALL VENUE HIRE POLICY

Public Document

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TABLE OF CONTENTS

| | |
|-------------------------|---|
| Purpose..... | 1 |
| Scope..... | 1 |
| Definitions..... | 1 |
| Pricing..... | 2 |
| Booking Conditions..... | 2 |
| Conditions of Use..... | 4 |
| Review..... | 8 |
| Contact..... | 8 |
| Amendments..... | 8 |

Drill Hall Venue Hire Policy

Purpose

To set out guidelines for the hire of the Drill Hall to the public.

In implementing this Policy, Council:

- Recognises the value and benefits of services and activities organised by Hall hirers to the community
- Supports organisations in the delivery of services to the community
- Provides for equitable, transparent and accountable processes in determining and allocating use of the Hall
- Ensures the safe, orderly and sustainable use of the Hall
- Reduces the impact of activities on asset condition and maintenance
- Reduces risk by minimising public liability concerns

Scope

Covers the management of the Drill Hall located within Drill Hall Common as a shared non-competitive or low impact recreation and community hire venue. The Drill Hall is also used for Council-run uses and activities together with minor charitable community activities that are not subject to community hire arrangements.

The Drill Hall facilities include a meeting room however this space is not available for general hirer use as the space is subject to separate exclusive licencing arrangements. The adjacent kitchen remains available for general hirer use.

The Venue Coordinator (or nominees) manage the implementation of this Policy.

Definitions

Agreement means this document plus the completed Application form plus the confirmation issued by Council.

Casual hirer means the person, group or organisation authorised by Council to use the Hall under the terms of this agreement and who has ten or less bookings over any twelve month period (Public Liability Insurance Certificate not required for individuals or unincorporated bodies)

Hall / Facility / Venue means the Drill Hall, Drill Hall Common, Cross Street, Mosman

Community hirers means hirers that conduct activities that 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 Mosman non-profit organisation and will also include Mosman public and private schools.

Hirer means the person, group or organisation authorised by Council to use the Hall under the terms of this agreement.

Private hirers means hirers who wish to use the Hall for private functions – for example, the event would be usually by invitation only and may include company training, children's birthday parties and the like.

Public hirers means hirers who would usually receive payment of a fee to conduct the activity, for example a dance group or education class. It also includes all non-Mosman schools.

Drill Hall Venue Hire Policy

Regular hirer means the person, group or organisation authorised by Council to use the Hall under the terms of this agreement and who has more than ten bookings over any twelve month period. (Public liability insurance indemnification required)

Pricing

The pricing structure applied to the hire of the Hall is set down in the Pricing Policy and annual Schedule of Fees and Charges.

Hall hire fees are reviewed and approved annually by Mosman Council as part of the annual management plan and budget process. All fees and charges are publicly exhibited prior to implementation.

A minimum booking time of three hours applies to private hirers including set up and pack up.

The pricing structure provides for discounts for public and community groups and organisations from the full Private rate. Public rates are calculated at approximately 80% of the Private rate and Community rates are calculated at approximately 70% of the Private rate.

Council will charge for use of the facility with the exception of Council-run events including children's play groups together with minor charitable community activities.

Booking Conditions

1. Booking Priorities

Council's lease with the Sydney Harbour Federation Trust stipulates that sporting activities, recreation and community use will be given priority. Such use by local community sporting organisations and locally based schools are given further priority.

The suitability of the Hall for sporting activities is limited and priority usage will be for community activities and non-competitive or low impact recreation activities.

The Hall is also available for private and community functions including children's birthday parties (up to primary school aged or at the Venue Coordinator's discretion) and passive adult activities such as yoga, pilates, tai chi and meditation classes or meetings.

Priority will also be given to Australian Electoral Commission and NSW Electoral Commission requests to use the Hall as a polling centre for Federal, State and Local Government elections. In this regard, Council reserves the right to cancel confirmed bookings in order to accommodate the needs of the respective Commissions.

2. Access to the Drill Hall

Council will not permit the Hall to be used exclusively by any group or individual for the entire booking schedule, in order to facilitate accessibility of the Venue to all users.

Application for bookings will not be approved or confirmed for no more than 12 months in advance. Bookings will be reviewed every 12 months to ensure that the distribution of bookings is equitable noting however that priority will be given to local organisations and local schools. This does not preclude Council from approving repeated annual bookings for its core and long term users. Council will make every endeavor to facilitate access where there is availability.

The hirer may not assign or sub-let the premises or any part thereof.

Drill Hall Venue Hire Policy

Council reserves the right to cancel any booking if maintenance or building works are required or if required for a special Council event or emergency.

The hirer may only use the venue for the purposes shown on the "Drill Hall Application for Hire" form.

The hours of operation are 7am – 10pm, Monday – Sunday where bookings have been approved and confirmed at least five working days prior to the proposed booking date.

The Hall is not accessible to the public during hours of operation when there are no confirmed bookings. Accordingly, the Hall is not a walk-in facility available for casual use. The Hall is closed on public holidays and during the Christmas closedown period determined by Council annually.

Keys are not issued to hirers to access the Hall as it is staffed.

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 Hall must be lodged in writing or online by a person over the age of 18 using the appropriate application form available on Council's website or upon request. Availability must be confirmed with Council prior to lodgment of an application. Completed and signed application forms together with other documentation if required as specified in the application form may be lodged with Council by email, online or in person at the Civic Centre, Mosman Square. Forms lodged by email must be in PDF format.

Credit card payments are not accepted by email due to privacy and security reasons. Preferred payment is by direct deposit into Council's bank account.

All applications must be submitted at least five working days prior to the proposed booking date otherwise approval may not be given.

The Venue Coordinator (or nominees) assess and determine all applications under delegated authority of the General Manager. Staff apply a meritorious approach to the assessment and determination of applications and the priority of bookings in accordance with this policy and their determination is final.

5. Booking Fees and Security Deposit

All applications are subject to an approval process. Successful applications will be confirmed in writing. Fees payable and conditions are detailed in the confirmation documentation. On receipt of confirmation of the booking, the applicant will be required to make full payment of fees and deposit.

Annual and seasonal bookings will be confirmed and invoiced appropriately as outlined in confirmation correspondence. All hire fees for season bookings will be invoiced on a quarterly basis or at the end of a season booking dependent upon the nature of the booking.

All hire fees for casual bookings must be paid in full prior to use. Fees payable and conditions are detailed in the confirmation documentation.

Drill Hall Venue Hire Policy

Should the Hall 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.

A Security Deposit as determined in the annual Schedule of Fees and Charges must be paid upon confirmation of booking. Subject to no damage to Council property and additional cleaning not being required the deposit is refundable. 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. Deposits for regular users may be retained to cover future bookings.

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. This includes completion and return of a Council generated indemnity form and / or a public liability insurance certificate of currency where required.

7. Cancellation

All booking cancellations must be lodged in writing with the Venue Coordinator. No verbal cancellations will be accepted.

Regular hirers must give 28 days' notice to cancel a series of regular bookings otherwise they will be required to pay 100% of hire charges. Regular hirers must give 5 working days' notice to cancel an individual booking within a series of regular bookings otherwise they will be required to pay 100% of hire charges.

Casual hirers must give 5 working days' notice to cancel a booking otherwise they will be required to pay 100% of hire charges. Where notice to cancel is provided 5 or more working days before the booking date, Council will retain 20% of the original booking charges as an administration fee.

The Venue Coordinator will retain the discretion to approve a full refund under extenuating circumstances.

Conditions of Use

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
- No person not associated with the hirer's use of the venue is permitted on the premises during the hire period
- 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
- The use of roller skates, skateboards, hover boards, scooters, bicycles and similar devices within the premises is prohibited
- The wearing of shoes within the premises that may damage the wooden floor surface, particularly high-heeled footwear including stilettos, is prohibited

4. Sport

- The Venue is available for training and low-impact recreation (non-competition) sport. 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:

Drill Hall Venue Hire Policy

- 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 unless prior written consent has been given by Council for a special event that incorporates outdoor use
- The hirer or hirers of the premises shall be responsible for the good conduct of those attending the function

8. Damages and Repairs

- The hirer will be responsible for any expense in connection with repairs, security, and improper use of all facility equipment including sporting, safety and kitchen 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, damaged or missing equipment, fittings or furniture to Council

9. Insurance

- Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities must have a minimum \$10 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
- The Venue Coordinator may use discretion to require larger commercial private hirer organisations to submit a \$20 million public liability insurance policy
- 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
- Hirers are required to lodge 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.
- Any perishable items left on the premises after the conclusion of the booking will be disposed of immediately by staff.
- 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. Any items left on the premises outside of the hire period is at the hirer's own risk.

12. Parking

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

13. Decorations

- Decorations may only be put up with approval of Council and compliance of associated conditions
- The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the building premises
- Balloons must be tied down and not allowed to rise to ceilings otherwise removal costs may be incurred. The use of balloons is subject to any ban imposed on single-use plastics under the *Plastic Reduction and Circular Economy Act 2021*
- The use of glitter, confetti, paper cut-outs and the like is prohibited

14. Safety

- No items shall be placed in front of or obstruct clear access to the fire exits
- All hazards should be promptly reported to staff

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.

There are no change room facilities in the Venue however public toilet and private shower facilities are available for use adjacent the premises by hirers

17. Animals

No pets or animals are allowed within the Drill Hall Common precinct. Assistance 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
- Single-use plastics banned under the *Plastic Reduction and Circular Economy Act 2021*. Go to the plastics ban website at <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw> for details
- The installation and use of amusement devices including inflatable devices within the premises is prohibited. (Outdoor use of inflatable devices associated with the Hall hire, is permitted with approval and payment of a fee.)

Drill Hall Venue Hire Policy

- Smoke machines

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

Review

This policy will be reviewed every four years unless otherwise directed by the Executive team.

Contact

Enquiries should be directed to the Manager Governance on 9978 4010.

Amendments

| Date | Amendment | Reference |
|-----------------|-------------------|------------------|
| 7 December 2010 | Adopted | CS/80 |
| 6 March 2012 | Review and update | CS/11 |
| 6 December 2022 | Review and update | CS/48 |