

WAVERLEY COUNCIL

VENUE HIRE, REGULAR VENUE HIRE AGREEMENT (RVHA) 2022

General Terms and Conditions of Hire for Waverley Council Venues

The following general conditions apply to all Waverley Council venues. Failure to meet these conditions in full may result in the cancellation of the hirer agreement and loss of the security bond.

NB: Where the hirer appoints a representative to run an activity on their behalf, the hirer named in the agreement is responsible for ensuring that their appointed representative is aware of and adheres to all conditions during the agreed period of hire.

Access and use of the venue

- Access instructions, including details of and key/card collection, will be sent to the hirer the prior to the start date, provided that all fees associated with the booking have been paid in full. It is the hirer's responsibility to make arrangements for the safe pick-up and return of keys/cards, where they are required.
- Hirers can only access the venue during the dates and times specified in their Regular Venue Hire Agreement (RVHA).
- Hire times must include set up and pack down time.
- Council reserves the right to control the venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).
- The hirer or the hirer's representative must be present both prior to and following the booking's advertised start and finish times.
- All hirers are required to exercise reasonable care for the safety of all people attending Council's community venues during the times of their hire.
- The hirer is responsible for the conduct of all patrons to ensure that no disorderly or unlawful behaviour is permitted in connection with the use of the facility, in/or around the facility, parking bays and surrounding areas.
- The consumption of alcohol is prohibited in all community venues.
- The hirer, while on the premises, shall abide by any directives given by Council, and its representatives.
- The hirer shall not use the address of the venue as their mailing address.
- No pets or animals are allowed on the premises with exceptions as per Disabilities Act, (Environmental Protection Act).
- The hirer must reimburse Council as a debt due and payable on demand for all costs incurred by Council as a result of the hirer failing to do something required by the RVHA.

Equipment

- The hirer is required to ensure that all venue equipment and/or furniture is cleaned and neatly returned to the correct default position or storage location.
- All equipment brought in by the hirer must be removed from the premises no later than the finishing time specified on the regular hire agreement.
- Nails, screws, duct tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. The hirer may use A-frames and temporarily fix signs inside the Venue with removal tape.

Safety

- Fire Equipment including fire hoses, extinguishers and fire blankets are provided in Council venue as a requirement by law. The hirer must advise if any fire equipment is used in any way. Misuse of this equipment will result in the forfeiting of the hirers bond and the discontinued use of Council venues.

- Regular hirers will be provided with a copy of the emergency evacuation procedure for the venue hired by the responsible Venue Officer.
- Community venues are not equipped with emergency first aid kits. It is the responsibility of the hirer to have first aid always supplies available during each booking.
- The hirer must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.
- Use of dangerous goods – The hirer must not bring or permit any smoke machine, flame, candle, incense burners, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in a community venue

Cleaning

- The hirer must leave all hired areas of the venue secured as instructed by Council, in a clean and tidy condition, removing all personal property, all decorations and refuse of any kind, disposing of refuse in the rubbish bins provided, wiping down all chairs and tables, and sweeping floors if required to return the venue to a clean condition.
- If extra bins are required, then the hirer should request these from the Venue Officer of the facility being hired.
- If a hirer finds a facility in an unfit state, they must report this to the Venue Officer as soon as possible. Photographic evidence should be provided.

Smoking

- Smoking is not permitted in any of Waverley Council's community venues in accordance with Smoke-free Environmental Act 2000.

Damages

- All hirers must report all incidents of damage plus details of any accidents occurring during their hire to the Venue Officer.
- Council facilities are multi-use with differing flooring surfaces that may include concrete, wood, linoleum and others. The hirer must ensure that the activities carried out during the period of hire will not damage the floor surface of the facility being hired e.g. tables and chairs must not be dragged across wooden floors.
- The hirer is responsible for the full replacement cost of any damages, lost keys or breakages to the facility fittings and contents, and the surrounding grounds or any additional cleaning that is required.
- Waverley Council accepts no liability for the loss or damage of any equipment or personal effects lost by the hirer or people attending their activity.

Noise controls

- Music sound levels must not cause annoyance to other occupants of the venue/building or centre of which the venue forms part. Any breach of noise regulations may result in Council taking action under the Protection of the Environment Operations Act 1997 (NSW).
- The hirer must immediately comply with any request from the Council officers to reduce sound levels.
- All hirers must ensure that their activities do not impact on residents living in close proximity to the venue, or other hirers using other areas of the same venue.

Advertising

- The hirer must not place advertisements of any description or kind on any section or part of the venue or the grounds, unless authorised by the Coordinator Community Venues.
- Some venues offer noticeboards where hirers can advertise their bookings. Flyers should be provided to Venue Officer to be installed.

Parking

- Parking is not available to hirers as part of the venue hire of any of Waverley Council's venues. Hirers are advised that parking restrictions apply in the surrounding streets of most venues.
- The hirer is not permitted to park any vehicle on driveways or footpaths near or around the venue.

- Hirers are asked to encourage the use of public transport by people attending their activities.

Storage

- No guarantee of availability of storage is given. Hirer's should request the availability of storage with the Venue Officer.
- Where storage is available, fees apply which can vary between \$10-\$50 per week.
- Waverley Council reserves the right to request the hirer to vacate storage at any time.

Security bonds

- A security bond is required to be paid by all regular hirers prior to the commencement of their agreement. The amount of bond will be between \$100 and \$500.
- The security bond will be held until the cessation of the venue hire agreement.
- If all the conditions of hire have been met and all fee payments have been made in full then the bond will be refunded by EFT, within 28 days of the cessation of the agreement.

Insurance

- All Regular Hirers are required to have Public Liability Insurance for no less than twenty million dollars (\$20,000,000), in which Waverley Council must be named. Council's Insurers do not ensure the hirer and/or the person on whose behalf the hire is made.
- The hirer by signing the hire agreement agrees to indemnify Council against all costs and any claim that may arise from the hirer's use of the facility.

Lock down procedure

- Where a hirer is responsible for locking down a facility, they must ensure all windows and doors are locked. All lights, fans, heaters etc. are to be turned off.
- The loss of any keys or swipe cards issued to hirers must be reported immediately to the Venue Officer of the hired facility. The cost of replacing items will be charged.
- Council reserves the right to apply a charge for costs incurred by any security call-out plus any additional fees incurred.

Cancellations by Council

- Some of Waverley Council's venues occasionally play host to large annual events e.g. annual community festivals, Government elections etc. which may result in the need to cancel a regular hirer's booking.
- Wherever possible a minimum of 14 days' notice of cancellations will be given and an alternative venue will be offered. Where this is not possible or not taken up by the hirer, a full refund of any fees paid will be made. No other compensation will be given.
- Council reserves the right to postpone or cancel bookings at short notice, should the NSW Govt. reintroduce Public Health Order restrictions that would affect the event.

Cancellations by hirers

- Should the hirer wish to cancel or change their regular booking/s, they may do so by notifying the Venue Officer in writing, with 14 day's notice. If less than 14 day's notice is received 50% of the fee is non-refundable and will be invoiced.
- Breaks within bookings must be no longer than two weeks within a 10-week booking period.

Hire fees

- Waverley Council Pricing Policy, Fees and Charges will apply.
- Fees and Charges are reviewed annually, and any increases are applied from 1 July.
- Community Not for Profit groups will continue to be supported by Waverley Council with a 50% subsidy being applied.

Payment of fees

- A pay advice for hire fees will be emailed to the hirer periodically to the email address provided on this agreement.
- Hire fees are due 28 days prior to the commencement of your activity.
- Full payment must be made as Council do not accept part-payments.
- Phone and in person payments must be made through the Waverley Council Customer Service Centre, 55 Spring St, Bondi Junction, NSW 2022.

Payment methods

- Online payments may be made by BPOINT at [Venue Hire Online Payments](#).
- For Credit/Debit Card payments, call the Customer Service Centre on 9083 8000 and an officer will take details of the payment.
- Other options include cash / cheque / money order.
- Cheques are to be made payable to Waverley Council and should be posted to PO Box 9, Bondi Junction, NSW, 1355.
- Have your Pay Advice Number to hand when making payment. This is the number starting with 400 on the Pay Advice.
- Customers are advised that a 0.8% fee applies to all Credit Card transactions.

Reporting requirements

Regular hirers are required to complete a short survey at the end of the hire agreement period. This survey will collect data of participation rates and measure customer service satisfaction. The results of the survey will be used to improve our service levels.

Contact us

If you have any questions about the terms of this agreement or relating to your use of the venue, please contact the Venue Hire Team directly at venuehire@waverley.nsw.gov.au or by phone **9083 8300**.

Emergency or security related issues should contact 0404 199 352.