

## Booking information for Council's Halls and Community Centres managed via 355 Management Committees

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### Halls:

- Canyonleigh Community Centre
- East Bowral Community Centre
- Exeter Village Hall
- Hill Top Community Centre
- Mittagong Memorial Hall
- Moss Vale Senior Citizens and Community Centre
- Penrose Hall
- Welby Community Centre
- Wingello Mechanics Institute Hall
- Yerrinbool Hall

### To apply to hire Halls managed Council's 355 Management Committee:

- Contact the Management Committee Booking Officer to check availability of your preferred dates.
- Complete a booking request via Council's website.
- Complete the risk assessment checklist.
- Depending on your registration you may need to verify to Council and provide supporting evidence of your business status i.e., commercial or not for profit.
- The person making the booking is the hirer and is the person responsible for the booking and payment of fees.
- Note: Applications for hire must be made by persons over 18 years of age. The person on-site to manage the event (if different to applicant) must also be over 18 years of age.

### Regular Hirers

Regular bookings are taken on an annual basis for the following calendar year.

In line with Council's booking process and current legislation, it is essential that all hirers of Council facilities provide all required information to Council prior to your first use of the facility at the beginning of each calendar year.

### Other Activities

Events such as fundraisers, presentation days, gala days require a separate booking.

## All hirers are required to:

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- Comply with the public liability insurance requirements as detailed during the application process.
- Complete booking details through Council's website.
- Each hirer is responsible for managing their own bookings.
- Council will only approve your booking when the following information and documents have been submitted.
  - a current Public Liability Certificate of Currency for a minimum of twenty million dollars (\$20,000,000) covering the Hirer for the proposed activity/event (the name of the organisation must also be listed on the Certificate of Currency).  
**NOTE:** If your insurance expires during the course of the year, it is your responsibility to provide to Council a copy of the
  - for a minimum of twenty million dollars (\$20,000,000).
  - details of any contractor's activities (paid or unpaid) engaged in your proposed activity/event; and
  - Community Events must include a site plan and may require evidence of approved legislative requirements i.e., development application, Section 68 or Section 138.

Access to a Council facility will only be granted once all current information and documentation has been provided to Council at a minimum of 28 days prior to the date for hire. For example, the date of your event may have been approved, but it is your responsibility to ensure you have provided Council with all current documents and information, e.g., current certificate of currency for all contractors engaged in your event.

# TABLE OF CONTENTS

---

1.	HIRER'S RESPONSIBILITIES.....	3
2.	EVENTS ON BUSH FIRE PRONE LAND .....	3
3.	PARTY REGISTRATION .....	3
4.	MUSIC.....	3
5.	INDUCTION.....	3
6.	EMERGENCY EVACUATIONS.....	3
7.	FIRST AID, FIRE EXTINGUISHERS AND SAFETY EQUIPMENT .....	4
8.	AMENDMENT TO BOOKINGS .....	4
9.	CANCELLATION OF BOOKING BY HIRER .....	4
10.	CANCELLATION OF HIRE BY COUNCIL .....	4
11.	CONFIRMATION OF HIRE.....	4
12.	NO TRANSFER OR SUBLETTING .....	4
13.	TIME LIMITATION .....	4
14.	BOND.....	4
15.	FEES AND CHARGES.....	4
16.	KEYS.....	5
17.	INSURANCE.....	5
18.	RISK MANAGEMENT AND RISK ASSESSMENT .....	6
19.	INSPECTIONS .....	6
20.	RIGHT OF ENTRY.....	6
21.	ALCOHOL .....	6
22.	HILL TOP COMMUNITY CENTRE - NETS .....	6
23.	PORTABLE STRUCTURES.....	6
24.	PORTABLE AMENITIES .....	7
25.	FOOD PREPARATION .....	7
26.	FOOD TRUCKS .....	7
27.	NOISE.....	7
28.	AMUSEMENT AND MECHANICAL DEVICES .....	7
29.	GAS BBQS .....	8
30.	SMOKING/E-CIGARETTES .....	8
31.	PROHIBITED SUBSTANCES.....	8
32.	PYROTECHNICS.....	8
33.	CHILD PROTECTION .....	8
34.	FUNDRAISING ACTIVITIES.....	9
35.	ADVERTISING AND SIGNAGE .....	9
36.	ANIMALS .....	9
37.	PARKING – VEHICLES.....	9
38.	HEATING, COOLING AND ELECTRICAL EQUIPMENT .....	9
39.	FIXTURES, FITTINGS AND DECORATIONS .....	9
40.	UNCOLLECTED ITEMS .....	9
41.	TABLES, CHAIRS AND EQUIPMENT .....	9
42.	CLEANING.....	9
43.	SECURING THE FACILITY .....	10
44.	RELEASE AND INDEMNITY .....	10
45.	BY AGREEING TO COUNCIL TERMS AND CONDITIONS, I ACKNOWLEDGE .....	10

## 1. HIRER'S RESPONSIBILITIES

### 1.1. The Hirer agrees to:

- a) choose a Facility that will be suitable for the activity/event described in the Booking Request, in particular, an event on Bushfire Prone Land.
- b) obtain any approvals required and comply with all statutory and legislative requirements.
- c) ensure that all persons participating in the activity conduct themselves in an appropriate and responsible manner in accordance with any rules, codes or guidelines governing the activities and do not create a health or safety risk to themselves or any other persons using the Facility.
- d) ensure that a Responsible Person remains in attendance during the entire hire period and is responsible for the security of the Facility, safety of attendees and the supervision of all activities during the hire period and has provided a mobile phone number to the Booking Officer.
- e) comply with any directions given by police and emergency services in relation to the activities or use of the Facility.
- f) be responsible for any costs relating to the engagement of Emergency Services caused by the Hirer during the hire period.
- g) be responsible for the cost of any damage to the Facility caused through the Hirer's use as determined by Council.
- h) maintain registration and adhere to guidelines of all governing bodies relating to the activities/event.
- i) ensure the activity/event does not cause nuisance to properties within the neighbourhood of the Facility.

## 2. EVENTS ON BUSH FIRE PRONE LAND

- 2.1. A public event on Bush Fire Prone Land may require a Development Application. Please contact Council's Duty Planner on 4868 0888 or email: [duty.planner@wsc.nsw.gov.au](mailto:duty.planner@wsc.nsw.gov.au) to check prior to submitting your Booking Request and attach written confirmation of the advice provided.

## 3. PARTY REGISTRATION

- 3.1. For an event/activity that has more than 20 participants and for every event where alcohol will be consumed, the hirer must register with the [NSW Police Force](#) and the party registration number must be listed in your booking.
- Exception:** All Hirers with the exception of Regular Hirers (who engage in activities such as dance groups, committee meetings, playgroups) must register their event/activity with the NSW Police Force (Party Registration site) when the expected audience exceeds twenty (20) people.
- 3.2. If you are required to engage security, a copy of the following must be provided:
- a) the security firm's licence
  - b) the licences of the guards contracted for the proposed activity/event; and
  - c) of the public liability insurance for a minimum of twenty million dollars (\$20,000,000) for all guards contracted.

## 4. MUSIC

- 4.1. If you are a commercial entity hiring a Council facility for dance or fitness classes, concerts or recitals and you are playing music you will need to ensure you have the appropriate APRA/AMCOS and PPCA licence. For more information and to obtain a licence contact APRA/AMCOS on 1300 852 388 or email: [licence@apra.com.au](mailto:licence@apra.com.au).

## 5. INDUCTION

- 5.1. All Hirers must conduct a pre and post-use inspection of the Facility, equipment and permanent structures.
- 5.2. The Hirer agrees to familiarise themselves, their employees, volunteers, contractors (paid or unpaid), and all those participating in the event of the following:
- a) Safe access and egress points.
  - b) Emergency exits, evacuation plans and external emergency assembly point.
  - c) Emergency contact numbers.
  - d) Fire extinguishers and fire protection equipment.

## 6. EMERGENCY EVACUATIONS

- 6.1. In the case of an emergency, the Hirer is responsible for the emergency evacuation of those attending the activity/event, ensuring that all participants go to the designated emergency assembly area as indicated in the facility's evacuation diagram.

- 6.2. The Hirer is responsible for ensuring no person re-enters the Facility until clearance is given by Emergency Services or Council Officers.
  - 6.3. Evacuation plans must not be removed from the walls, obstructed or covered over.
- 7. FIRST AID, FIRE EXTINGUISHERS AND SAFETY EQUIPMENT**
- 7.1. It is the Hirer's responsibility to ensure they have the appropriate first aid, first aid officer if required and/or spill kits for the activity/event.
  - 7.2. The Hirer must ensure that there is no interference with the fire safety equipment or any other emergency equipment including smoke alarms in the Facility.
  - 7.3. The Hirer is responsible for all costs incurred if the firefighting equipment and/or smoke alarms are activated accidentally or through misconduct during the course of the activity/event.
- 8. AMENDMENT TO BOOKINGS**
- 8.1. A request to change the hire period must be made in writing to the Booking Officer.
  - 8.2. The Booking Officer may approve any available alternate dates and rebook the Facility.
  - 8.3. If the request is made less than fourteen (14) days prior to the commencement date with no available alternate, the booking shall be considered cancelled and subject to clauses in section 11.
  - 8.4. Amendments made to confirmed bookings may incur an administration fee.
  - 8.5. The Hirer agrees to inform the Booking Officer of any variations to the activities prior to the commencement date that are in addition to those specified. Council may request additional information and document in line with the proposed new activities.
- 9. CANCELLATION OF BOOKING BY HIRER**
- 9.1. All cancellations must be received by the Booking Officer in writing no less than fourteen (14) days prior to the commencement date.
  - 9.2. Cancellations made less than fourteen days (14) days prior the commencement date will result in a forfeiture of bond. Council reserves the right to recover all hire fees.  
**EXCEPTION:** Council, at its absolute discretion, may approve the refund of bond money in the instance of extraordinary conditions or events beyond the control of the Hirer.
- 10. CANCELLATION OF HIRE BY COUNCIL**
- 10.1. Council and any of its Officers or Management Committee may refuse any booking or cancel a booking without providing any reason to the Hirer and shall in no way be liable for any loss or damage suffered by the Hirer or any contractor supplying any article or service to the Hirer. This may include emergency or crisis situations e.g., bush fire or pandemic.
- 11. CONFIRMATION OF HIRE**
- 11.1. When a booking has been confirmed, Council grants the Hirer the right to use the areas of the Facility as specified in the Booking subject to the Terms and Conditions of the hire.
  - 11.2. The Hirer may only use the Facility for the purpose of conducting the activities specified.
- 12. NO TRANSFER OR SUBLETTING**
- 12.1. The Hirer must not assign or transfer any rights or obligations under this Agreement, to any person or party under any circumstance whatsoever.
- 13. TIME LIMITATION**
- 13.1. All Booking requests must include the time required for setting up, dismantling, and cleaning.
  - 13.2. The Hirer and contractors will not have access to the Facility outside these times.
  - 13.3. All activities must cease, and the Facility must be vacated by midnight.
- 14. BOND**
- 14.1. Your bond:
    - a) must be paid to secure your booking.
    - b) will be returned if the facility is left in a clean, tidy and sound condition ready for immediate use.
- 15. FEES AND CHARGES**
- 15.1. The Hirer must pay the Fees and Charges as set out in Council's Schedule of Fees.
  - 15.2. The Fees and Charges will not be waived or reduced unless approved by Council and confirmed in writing.

- 15.3. The Fees and Charges must be paid by the due date and for all casual hire a minimum of fourteen (14) days prior to your commencement date.
- 15.4. Fees and Charges may be subject to annual increases, Council will notify the Hirer in writing of its intention to increase the Fees and Charges.
- 15.5. Any such increase will be binding upon the Hirer.
- 15.6. If the Hirer fails to pay the Fees and Charges within ninety (90) days of the issued invoice, the bond will be forfeited. Council will recover all outstanding monies through its Debt Collection Process.
- 15.7. If the Hirer wishes to book the facility at Community Not for Profit rates, evidence of the company's business status must be provided.

## **16. KEYS**

- 16.1. The Hirer is responsible for all keys issued and:
  - a) any costs incurred for lost or damaged keys and any additional keys; and
  - b) could be responsible for costs incurred for the re-key of the Facility.
- 16.2. The Hirer must not:
  - a) Duplicate keys under any circumstance.
  - b) Label the keys with any reference to the facility.
  - c) Exchange keys with their co-tenants.
  - d) Add, change or remove locks without permission from Council.
- 16.3. The Hirer must collect and return keys to Council or the nominated booking officer at the end of the hire.
- 16.4. If there is a change in the nominated key holder, the Hirer must notify the Booking Officer.
- 16.5. If the Hirer places a lock on a cupboard, door, gate etc. they must first have the approval of Council and provide Council with a key to the lock in case of an emergency.

## **17. INSURANCE**

- 17.1. The Hirer must always at its own cost and during the Hire Period (and any extension thereof) maintain a policy of:
  - a) For all bookings associated with a sporting body, club, association, or corporation the organisation must hold Public Liability insurance for a minimum of twenty million dollars (\$20,000,000) noting Wingecarribee Shire Council as an interested party.
  - b) In respect of any private/family function, you may request to use Council's Casual Public Liability Policy. Council will provide cover for casual hirers of any facility owned by Council for non-commercial or non-profit making purposes. Cover does not extend to sporting bodies, club, associations, corporations, or incorporated bodies. Casual means less than 12 hires in a year.
  - c) The hirer agrees to, at all times, indemnify Council from and against all liability whatsoever that is caused by unlawful or negligent acts or omissions or a breach to these terms and conditions by their guests or contractors.
  - d) The hirer must ensure that any contractors engaged by them maintain a policy of Public Liability for a minimum of twenty million dollars (\$20,000,000) and that it covers the activities they are engaged to provide.
  - e) The hirer acknowledges that Council's Insurance policies do not cover any property or equipment brought into the facility.
- 17.2. The Hirer must at all times:
  - a) Ensure that the activities conducted in the Facility are listed as approved activities in all the insurance policy or policies.
  - b) Inform Council without undue delay of any alterations or changes to any insurance policy, including the cancellation or discontinuance of the policy.
- 17.3. The Hirer acknowledges that:
  - a) Council's Building and Contents Insurance does not cover any property or equipment brought in or stored in the Facility which is owned or hired by the Hirer.
  - b) It is the Hirer's responsibility to maintain insurance coverage in respect of any property or equipment brought in or stored in the Facility; and
  - c) Council reserves the right to question the validity of the insurer and contents of the policy.
- 17.4. If any activity that is outside of the insurance policy is going to be conducted, the hirer must submit a new certificate of currency with this activity noted.

## **18. RISK MANAGEMENT AND RISK ASSESSMENT**

- 18.1. All Hirer are required to complete the Risk Assessment checklist. This will identify if your activities are considered low, medium or high risk.
- 18.2. You may be required to complete an event risk assessment plan and an emergency evacuation plan, and any contractors engaged for your event may be required to submit a Risk Assessment or Safe Work Methods statement.
- 18.3. Council reserves the right to refuse hire of the Facility and surrounding areas for activities deemed by Council to be high risk.

## **19. INSPECTIONS**

- 19.1. It is the hirer's responsibility to complete before and after inspections of the facility each time it is used. A copy of each inspection must be kept for auditing purposes.
- 19.2. It is the Hirer's responsibility:
  - a) To identify, and only if safe to do so, isolate or control hazards.
  - b) Notify any persons that may come into contact with the hazard or potential hazard.
  - c) Notify Council of any faulty equipment, hazard, or potential hazard on Council's 24-hour customer service line (02) 4868 0888, email: mail@wsc.nsw.gov.au or Request a Service via Council's website .

## **20. RIGHT OF ENTRY**

- 20.1. Council and any of its Officers may enter and inspect the Facility at any time.
- 20.2. Council and any of its Officers must not disrupt any activity/event by the Hirer unless in the instance of emergency or unauthorised activity.

## **21. ALCOHOL**

- 21.1. The Hirer is not permitted to supply alcohol to any person under the age of 18.
- 21.2. The Hirer is not permitted to sell alcohol within or at the Facility without holding and providing a copy:
  - a) either of:
    - i) a current Function Licence from the NSW Office of Liquor, Gaming and Racing for the sale of alcohol (this includes a free drink with any entry fee or fee for a meal that includes alcohol); or
    - ii) a copy of your organisation's Exemption for Fundraising Functions held by a Non-Profit Organisation application form for the sale of alcohol; and
  - b) AND receipt of Party registration with the NSW Police Force.
- 21.3. The Hirer is not permitted to consume any alcohol within or at the facility without providing receipt of Party registration with the NSW Police Force.
- 21.4. The Hirer is not permitted to bring into the Facility any tapped or kegged alcohol. Only bottles and cans are permitted.

## **22. HILL TOP COMMUNITY CENTRE - NETS**

- 22.1. The Hirer understands that the nets are not owned by Council and accepts responsibility for the cost of any damage or repairs to the nets.
- 22.2. If the Hirer wishes to use the nets in the Stadium, they must sign an addendum with the owner of the nets. This may incur separate fees.
- 22.3. The owner of the Stadium netting is responsible for all costs incurred with the raising or removal of the nets for facility maintenance.
- 22.4. The owner of the Stadium nets does not have exclusive rights to the Stadium and must raise or remove the nets upon request by Council.
- 22.5. The owner of the nets agrees to restore or pay for the restoration of the Stadium floor if the nets are permanently removed.

## **23. PORTABLE STRUCTURES**

- 23.1. The Hirer is not permitted, unless with prior written approval by Council, to install any sporting equipment or movable goals within the Facility.
- 23.2. Council will only consent to the installation of sporting equipment and movable goals if:
  - a) the goals are designed, anchored, and maintained in strict accordance with the manufacturer's instructions and the Australian Standard AS 4866.1.-2007 General Requirements.

- b) the goals are stored and secured in strict accordance with Australian Standard AS 4866.1 -2007 Safety Instructions; and
  - c) the equipment is clearly labelled in accordance with Australian Standard AS 4866.1 -2007 Marking.
- 23.3. The Hirer must provide the trademark of the manufacturer, retailer, or importer of the frames as evidence that the playing equipment including movable goals meet the Australian Standard – AS 4866.1 – 2007.
- 23.4. The Hirer must provide a Comprehensive Risk Assessment identifying the risks and control measures for storing, securing, and using the playing equipment and movable goals.
- 23.5. Portable structures must be erected by appropriately ticketed scaffolders and be certified structurally stable by a practicing structural engineer. This certificate must be submitted to Council one (1) working day prior to the commencement date.
- 23.6. Council may install fencing, bollards, and gates in any designated areas of the Facility. Fencing, bollards, and gates must not be removed by Hirers except for emergency vehicle access.
- 23.7. Temporary fencing for special events will be the responsibility of the Hirer. The Hirer must apply to Council for approval to erect any temporary fencing.
- 23.8. Council reserves the right to remove any unauthorised or unsafe fencing.

#### **24. PORTABLE AMENITIES**

- 24.1. The cost of supplying portable amenities is the responsibility of the Hirer.
- 24.2. Portable toilets are not to be located within 20 meters of a stormwater drain, watercourse or food outlet.
- 24.3. Portable amenities must be located on level ground and secured.
- 24.4. In the event of spillage, the Hirer must contact the contractor immediately to rectify the problem.
- 24.5. Hosing of waste and rubbish down storm water drains is strictly forbidden and may result in prosecution.

#### **25. FOOD PREPARATION**

- 25.1. The Hirer must ensure that:
- a) all food is prepared in strict accordance with the Food Act 2003 (NSW); and
  - b) all food preparation is confined to the Facility’s kitchens, canteens and BBQ areas.

#### **26. FOOD TRUCKS**

- 26.1. Mobile food trading on Council land outside of approved special events requires both an approval under Section 68 of the Local Government Act 1993 and consent of Council as the land owner.
- 26.2. Taking into account that Council’s policy does not endorse commercial activities in public parks and reserves, it is unlikely that such consent/approval will be granted. Also, in the interests of public safety Council will not approve mobile food vending in publicly owned car parks or on the roadside of any public road.
- 26.3. Mobile food and drink outlets operating on public land in conjunction with an approved event must be included into the application for such an event and be incorporated into the corresponding approval. An approval under section 68 of the Local Government Act 1993 may also be required.
- 26.4. Refer to Council’s website for more information regarding Food Trucks/Coffee Vans.

#### **27. NOISE**

- 27.1. Noise levels are to meet Environment Protection authority requirements.
- 27.2. Council, at its absolute discretion, maintains the right to refuse the use of sound amplification equipment based on the individual Facility and impact on the surrounding environment under the
- 27.3. Environmental Operations Act 1997 and associated regulations.

#### **28. AMUSEMENT AND MECHANICAL DEVICES**

- 28.1. The Hirer is not permitted, unless with prior written approval by Council, to use any amusement device including jumping castles at the Facility or surrounding area.
- From 1 December 2022 there are new requirements for persons who manage or control amusement devices under work, Health & Safety Regulation 2017.**
- 28.2. If a hirer wishes to bring an amusement/mechanical device onto a council facility, they must ensure that the device has been certified as safe and that the person who will be operating the device has been trained and has the knowledge and skills to operate the device.
- 28.3. The device must meet all safety checks and be certified by a competent person.

- 28.4. Approval for an Amusement Device may require a Section 68. Queries are best directed to the Duty Accredited Certifier on 4868 0888 and attach written confirmation of the advice provided.
- 28.5. If a Section 68 is required, the Hirer must apply to Council via the NSW Planning Portal a minimum of six (6) weeks prior to the activity/event and a copy of your approval must be uploaded to your booking.
- 28.6. The owner/operator must submit to Council:
- a) A current Public Liability Insurance Certificate of Currency for a minimum of twenty million dollars (\$20,000,000).
  - b) Copy of relevant license, qualifications, and certifications.
  - c) Safe Systems of Work (SSOW) documentation eg: Safe Work Method Statement (SWMS), Standard Operating Procedures (SOP), etc. relevant to amusement device.
  - d) Site specific Risk Assessment identifying the level of risk before and after controls.

## **29. GAS BBQS**

- 29.1. The use of portable gas barbecues indoors is strictly prohibited.
- 29.2. All gas bottles used outdoors must be in date.

## **30. SMOKING/E-CIGARETTES**

- 30.1. Outdoor public places must remain smoke free (under the NSW Smoke-free Environment Act 2000) include:
- a) Ten (10) metres of children's play equipment and entrance /exits to all Council facilities.
  - b) A swimming pool complex.
  - c) All covered and uncovered spectator areas at sports grounds or other recreational areas when being used for an organised sporting activity/event for the entire duration of that activity/event.
- 30.2. It is the Hirer's responsibility to ensure that Council's Smoke Free Outdoor Areas Policy is always maintained.

## **31. PROHIBITED SUBSTANCES**

- 31.1. The Hirer is not permitted to take into, manufacture, assemble or use the following at the Facility:
- a) Any type of flammable items including candles.
  - b) Any chemical, toxic or dangerous substance.
  - c) Any prohibited drugs.
  - d) Any weapons or dangerous goods.
- 31.2. The Hirer shall not engage in any illegal activity at the Facility.

## **32. PYROTECHNICS**

- 32.1. The Hirer is not permitted, unless written approval is given by Council, to use pyrotechnics within or on the facility without holding and providing proof of:
- a) A current Pyro- technicians Licence or Fireworks (single use) Licence.
  - b) Notification of Pyrotechnics/fireworks display to Work Cover NSW.
  - c) Notification of intended use to NSW Police.
  - d) Notification of intended use to NSW Rural Fire Service.
  - e) Fireworks displays are not permitted during a period of total fire ban.
  - f) Comprehensive risk assessment.
  - g) Contractor's public liability.
  - h) Detailed site plan; and
  - i) Contractors Hazard Identification, Risk Assessment and Control (HIRAC) or Safe Work Method Statement (SWMS).

## **33. CHILD PROTECTION**

- 33.1. It is the Hirer's responsibility to ensure that all children in connection with the activities are under the strict control of a Responsible Officer aged eighteen (18) years or over and who is present for the duration of the activities.
- 33.2. It is the Hirer's responsibility to ensure that all children have appropriate and reasonable levels of supervision in connection with the activities.
- 33.3. It is the Hirer's responsibility to ensure that all persons engaged or employed by the Hirer and in connection with the activities comply with the terms of the Child Protection (Working with Children) Act 2012 No 51.



#### **34. FUNDRAISING ACTIVITIES**

34.1. It is the Hirer's responsibility to ensure that any fundraising activities are carried out in accordance with the Charitable Fundraising Act 1991.

#### **35. ADVERTISING AND SIGNAGE**

35.1. Any temporary, permanent, or portable advertising material must have prior written consent from Council and comply with Council's Advertising and Sponsorship Policies.

#### **36. ANIMALS**

36.1. No pets or animals are allowed within Council Facilities without the prior written approval of Council, except for service animals.

#### **37. PARKING – VEHICLES**

37.1. It is the Hirer's responsibility to ensure that all vehicles are parked in the designated areas.

37.2. The Hirer must comply with all traffic management controls.

37.3. Council takes no responsibility for any vehicles or items within those vehicles parked at Council's Facilities.

37.4. Council may permit event parking at some sporting grounds. Any requests must be submitted in writing with a site plan and comprehensive risk assessment to [bookings@wsc.nsw.gov.au](mailto:bookings@wsc.nsw.gov.au) at a minimum of six (6) weeks prior to the event. Depending on the size of your event you may be required to submit a Traffic Management Plan (TMP) from a qualified traffic management planner and apply for a Section 138. Approval will depend on availability and the ground condition.

#### **38. HEATING, COOLING AND ELECTRICAL EQUIPMENT**

38.1. The Hirer is responsible for turning off all cooling and heating appliances. Failure to turn off any appliance may result in a fee for the running costs or replacement of the appliance.

38.2. Unless otherwise specified, refrigerators are to be left on.

38.3. All electrical equipment used in connection with the activities must be tagged by a certified person to comply with work health and safety requirements and Australian Standards.

38.4. Any additional electrical equipment must not exceed the Facility's wattage allowance.

38.5. Address ventilation as per NSW Public Health Orders.

#### **39. FIXTURES, FITTINGS AND DECORATIONS**

39.1. The Hirer must ensure that nails, screws or fastening devices are not driven into or attached to the walls, floors, ceilings, furniture, or fittings.

39.2. No internal changes, renovation or additions are to be made to Council Facilities without prior written consent from Council. Please apply under Council's Approval to Carry out Works.

#### **40. UNCOLLECTED ITEMS**

40.1. All goods brought into the facility must be removed at the end of the hire period unless prior arrangements have been made with Council.

40.2. The Hirer will be responsible for all costs involved in the removal of any unapproved items being left at the Facility.

40.3. The Hirer is not permitted to remove or relocate any items not belonging to the Hirer.

#### **41. TABLES, CHAIRS AND EQUIPMENT**

41.1. The Hirer must ensure that all tables, chairs, and equipment are left clean, undamaged, and stacked safely in the correct storage area.

41.2. Tables, chairs, and heavy equipment must not be dragged across floor surfaces.

#### **42. CLEANING**

42.1. It is the Hirer's responsibility to ensure that the Facility (including external toilets) is left in a clean and safe condition, suitable for immediate use.

42.2. It is the Hirer's responsibility to:

- a) Ensure that all rubbish is removed from the facility.
- b) Supply their own cleaning products and equipment.
- c) Ensure all leftover food and spillages are cleaned up.
- d) Comply with all hygiene requirements as per the NSW Public Health Orders.

42.3. Failure to leave the Facility in a clean and safe condition will result in a forfeiture of bond (either in part or in total) and/or Council recovering the costs from the Hirer for the cleaning and restoration of the Facility.

**43. SECURING THE FACILITY**

43.1. The Hirer will be responsible for securing the Facility. The Hirer must ensure upon departure that the facility is:

- a) Secure and all gates, doors and windows are locked.
- b) Any alarm systems are engaged.
- c) No additional locks are placed on any doors or equipment at the Facility.

43.2. Failure to secure the Facility or activate the alarm may result in the Hirer being liable for security call out fees.

**44. RELEASE AND INDEMNITY**

44.1. The Hirer unconditionally releases and indemnifies Council from all claims, but not limited to:

- a) Loss of or damage to property of Council at the Facility.
- b) Personal injury (including death) or illness to any person participating in the activities or using the Facility, resulting from or by reason of anything done or omitted to be done by the Hirer, arising out of the activities undertaken at or near the Facility.
- c) A breach by the Hirer's obligations under this Agreement.

**45. BY AGREEING TO COUNCIL TERMS AND CONDITIONS, I ACKNOWLEDGE**

That I will comply with Council's Terms and Condition and all government requirements and legislation in relation to the hire of a Council facility.