

## Community Facility Terms of Hire

For the purpose of these rules and conditions of hire, "Committee" refers to the Section 355 Hall Committee authorised to manage the Facility on behalf of Richmond Valley Council and/or its authorised representatives. "Facility" means the venue hired, be it community hall, sporting fields or showground, and the associated grounds and building(s). "Hirer" means the responsible person, or accredited representative of a family, group or organisation who has been authorised to act in this capacity.

### 1. Regular bookings

- Regular bookings may be made for a maximum period of 12 months at a time, with the understanding that bookings may be relocated or amended to accommodate one-off community events or projects.

### 2. Public liability insurance

- The Hirer is required to hold a current Certificate of Currency (Public Liability Insurance) for no less than twenty million dollars (\$20,000,000).
- The Committee may request the Hirer to provide a higher level of public liability cover subject to the level of risk associated with the event.
- Evidence of insurance coverage must be provided prior to the booking.
- Richmond Valley Council may provide public liability insurance coverage for casual hirers. A casual hirer is a person or group of persons which use the Facility less frequently than once a month or 12 times per calendar year. Please contact the Committee or phone Richmond Valley Council on 6660 0300 to determine if you are eligible for coverage.

### 3. Event bond

- The Hirer will be required to pay a bond based on the type of event and associated activities. Once all relevant documentation has been submitted, the Committee will determine if the event is a low or medium risk and apply the appropriate bond. Generally:
  - Low risk events - may include meetings, ceremonies, workshops
  - Medium risk events - events with the potential to damage the Facility; may include large gatherings, milestone birthdays or weddings
- The Committee will conduct pre and post event inspections noting the condition of the Facility. Any damage to the Facility identified at the post event inspection will be repaired at the cost of the Hirer and will be deducted from the bond. For greater amounts of cleaning and damage refer to item 14.
- If the Facility is left in a clean, secure, undamaged condition and all hire conditions are met, the Committee will generally arrange to refund the bond within 2 weeks of the event. The Hirer may choose to rollover the bond to the next event.

### 4. Access to the premises

- Access to the premises is strictly for the hours booked and must include time for set-up and pack-up.

## Community Facility Terms of Hire

- A restricted key may be issued to the Hirer for use of the Facility. It must be kept secure and must not be tagged with the name of the building. The key is for the Hirer's use only and must not be given to any other person.
- If the key is lost the Committee must be immediately notified. The cost of a replacement key will be deducted from the bond.
- For casual hire the key is to be returned to the Committee on the first working day following the hire. In the case of regular bookings, the key is to be returned as soon as the hire ceases.

### 5. Work, health & safety (WHS)

- It is the responsibility of the Hirer to ensure safe WHS practices are followed.
- It is the responsibility of the Hirer to undertake a safety inspection of the Facility immediately before use and to ensure the Facility remains safe throughout the event. Any safety concerns identified should be rectified by the Hirer where possible or escalated to the Committee or Council for action.
- All incidents and near misses must be reported to Council (phone 6660 0300) within 24 hours of the incident occurring.
- All electrical appliances brought in by the Hirer that are to be used in the Facility must be tagged in accordance with Australian Standard 3760.
- Electrical leads should be run overhead, or if run along the ground, must be within close proximity to power outlets and must be covered or clearly marked, so as not to create a trip hazard.
- The Hirer will ensure correct manual handling procedures are employed, especially in relation to moving furniture.

### 6. Evacuation procedure

- The Hirer is required to inform attendees on arrival of what to do in an emergency (i.e. exit points, assembly areas, etc).
- The Hirer is responsible for evacuating the Facility in the case of an emergency and shall:
  1. arrange for attendees to leave the Facility
  2. ensure that all attendees proceed to the nearest designated assembly area
  3. ensure that attendees do not return until advised safe to do so
- The Hirer is responsible for all costs incurred in the case of a false alarm due to negligence or misdemeanour by the Hirer or persons under their control.
- Under no circumstance shall there be any interference with the firefighting or other emergency equipment in the venue except in the event of fire.
- Access to firefighting equipment shall not be restricted e.g. furniture should not be placed/ stored in front of fire extinguishers or fire hoses.
- All exits, aisles and passageways must always be kept clear and useable to ensure public safety.

### 7. Medical emergency/ first aid

- The Hirer is responsible for providing a first aid kit/ station and ensuring appropriate medical procedures are followed in an emergency, including contacting an ambulance if required.

## Community Facility Terms of Hire

### 8. Noise

- Offensive noise can occur at any time even within the times permitted by noise regulations. Amplified and loud noise must not commence before 7am (8am Sunday) and must cease by 10pm  
- <https://www.environment.nsw.gov.au/questions/times-residential-noise-restrictions>
- If a noise complaint is received, the offending noise must be rectified or ceased as soon as possible.

### 9. Smoking

- No smoking is permitted within the Facility

### 10. Functions involving alcohol

- Alcohol shall not be brought onto the Facility without the prior consent, in writing, of the Committee.
- No alcohol may be sold at the Facility without the appropriate approvals from the Office of Liquor & Gaming NSW, of which the Committee may request a copy.
- At the Committee's discretion, licensed security services may be required at functions where alcohol is to be served.
- The Hirer is responsible for ensuring the responsible service and consumption of alcohol at the function, including ensuring persons under the age of 18 are prohibited from obtaining or consuming alcohol.
- Food and water must be available for attendees whenever alcohol is consumed at the Facility.
- The Hirer will ensure that all attendees leave in a quiet and orderly manner so as not to disrupt the good order of the neighbourhood.
- The Hirer will ensure liquor is not consumed by attendees outside the designated area of the Facility.

### 11. Child protection

- The Hirer shall meet the legislative provision of the State Government's Child Protection (Prohibited Employment) Act 1998. It is the Hirer's responsibility to have a background check carried out on any volunteers or employees who whilst in the Hirer's employ (including volunteers), have direct and unsupervised contact with children and young people, and to ensure that all workers in child related positions hold a current WWCC number.
- The Hirer shall ensure adequate adult supervision is provided for any children attending the event.

### 12. Kitchen/ canteen facilities

- Kitchen/ canteen facilities must be cleaned after use, including the removal of all unconsumed food and drink from the refrigerators.

## Community Facility Terms of Hire

### 13. Garbage

- All rubbish is to be placed in the bins provided and excess rubbish taken away by the Hirer.

### 14. Loss or damage to property

- All breakages and incidents must be reported to Council (phone 6660 0300) within 24 hours of the incident occurring.
- The Hirer shall be liable for costs associated with making good any damage caused to grounds, buildings, fittings, furniture, equipment and other installations arising out of their use of the Facility.
- The Committee shall not be responsible for any loss or damage to any property whatsoever belonging to the Hirer or persons attending the function.
- The Hirer shall indemnify the Committee against any claim for compensation arising out of any action by the Hirer or persons acting on their behalf.

### 15. Before leaving the Facility

- The Facility is to be left in a clean, tidy and undamaged condition.
- Turn off any lights and fans.
- Secure all doors, windows, toilet amenities and gates.
- Ensure no unauthorised persons remain within the Facility. Charges for security call-out may apply.

### 16. Cancellation of bookings

- All requests for cancellations or changes to booking times, dates or venues must be made in writing.
- Any booking that is cancelled less than seven (7) days prior to the booking date is not eligible for a refund. However, these bookings may be refunded, rebooked or credited at the Committee's discretion.

### 17. Additional requirements

- Prior to the event, the Committee reserves the right to introduce additional conditions, or request further documentation dependent on the activities associated with the event.

### 18. Conflict over hire

- In the event of any dispute or difference arising as to the interpretation of these Rules and Conditions of Hire, the decision of the General Manager of Richmond Valley Council shall be final.