

RULES AND CONDITIONS OF HIRE

Community Facilities

For the purpose of these rules and conditions of hire, "Council" refers to Richmond Valley Council and/or its authorised representatives. "Facility" means the venue hired, be it community hall, park, beach reserve, sporting field, aerodrome or Showground, and 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).
- Council may request the Hirer to provide a higher level of public liability cover subject to the level of risk associated with the event. For example, due to the increased risk most aerodrome events require public liability cover of at least fifty million dollars (\$50,000,000).
- Evidence of insurance coverage must be provided prior to the booking.
- Council may provide public liability insurance coverage to non-incorporated groups and individuals. Please phone 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, Council will determine if the event is a low, medium or high risk, and apply the appropriate bond. Generally:
 - Low risk events - may include meetings, ceremonies, sporting or low-traffic community events
 - Medium risk events - events with the potential to damage the Facility; may include large gatherings, milestone birthdays or high traffic events
 - High risk events - events likely to cause damage to the Facility; may include fireworks, amusement rides, animals, motor vehicles and machinery
- Council 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, Council 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.
- A restricted key or access card 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/card is for the Hirer's use only and must not be given to any other person.
- If the key/card is lost Council must be immediately notified on 6660 0300. The cost of replacement will be deducted from the bond.
- For casual hire the key/card is to be returned to Council on the first working day following the hire. In the case of regular bookings, the key/card is to be returned as soon as the hire ceases.

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5. Work, health & safety (WHS)

- It is the responsibility of the Hirer to ensure safe WHS practices are followed.
- Hirers may be required to submit a risk management plan and a site plan to Council for approval prior to the event.
- All incidents 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.

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 Council.
- No alcohol may be sold at the Facility without the appropriate approvals from the Office of Liquor & Gaming NSW, of which Council may request a copy.

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- At Council'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 (if available)

- Any kitchen/ canteen facilities must be cleaned after use, including the removal of all unconsumed food and drink from the refrigerators.
- Hire does not include any consumables such as tea, coffee, milk, etc.

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.
- Council 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 Council 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, fans/ air-conditioning (if applicable).
- Secure all doors, windows, toilet amenities and gates (if applicable).
- Ensure no unauthorised persons remain within the Facility. Charges for security call-out may apply.

16. Sporting Fields – Wet Weather

- Richmond Valley Council do not close sporting fields, it is the hirers responsibility to close the sporting field/s when there is a real possibility the field/s could be damaged.

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- The hirer is responsible for any cost associated with repairing the field/s if damage is due to the hirers use during wet conditions.
- If it rains in the lead up to your booking and the grounds are still damp, Council reserve the right to cancel your booking if the risk of damage is too high.

17. Casino Showground site specific additional conditions

- Access to the Facility is restricted before 9am due to racehorse training occurring during this time. If access is required prior to 9am, please contact Council (phone 6660 0300)
- Pavilion - as this is a shared facility, access is restricted to the Ray Mison Pavilion (Annexe).
- Training Complex and Grass Race Track – at no point during the event are any attendees permitted to enter the training complex area or the grass racing track.
- If access to the Centre Arena is required for the event, the sand crossing and sand track must be re-instated at the completion of the event.
- It is the Hirer's responsibility to ensure adequate direction is provided to manage parking for the event. No vehicles are permitted to park on the Summerland Way.
- At Council's discretion, the speed limit along the Summerland Way may be reduced to 60km for the duration of the event. Council will be responsible for implementing this variation at the hirer's expense, as per Council's Revenue Policy.
- Any star pickets used must be capped.
- If camping is part of the event, additional fees will be charged as per Council's Revenue Policy. All camping fees collected by the Hirer must be paid to Council within three (3) days of the completion of the event. Please ensure the Overnight Camping Payment Record is completed and returned with payment.
- All horse manure and rubbish in the hired area is to be removed prior to 12pm the next day following the event.
- **It is the Hirer's responsibility to ensure organised red lid wheelie bins are lined up along the gravel road near the Poultry Shed after the event ready to be collected. Please ensure the bins are spaced approximately one metre apart to enable ease of collection.**
- Riding on the back of a Ute is not permitted at the facility.
- Only licenced drivers can use Quad Bikes or ATV's.
- Helmets must be worn at all times when riding at the Casino Showgrounds. This includes individual casual bookings and events.
- Fires are not permitted at the facility.
- Dogs are not permitted at the facility. Exceptions include guide dogs, carer animals and official animals e.g., Police dogs.

18. Casino Community and Cultural Centre site specific additional conditions

- Keys are to be collected prior to your booking time from Richmond Valley Council's administration building.
- Setting up and restacking of chairs, tables and other equipment is the responsibility of the Hirer.

19. Casino Aerodrome site specific additional conditions

- Access onto the site is only permitted through the East Street gate. There shall be NO access from any property or lot along Neville Bienke Memorial Drive.
- The Hirer is to maintain/monitor CTAF communications for the duration of the event.
- VHF radio operator must have a current Certificate of Competency to operate a VHF radio on the aviation bandwidth as per CASA regulations.
- Amplified and loud noise must not commence before 7am (8am Sunday) and must cease by 5pm
- Aerodrome markers, including gables and cones must not be moved, unpegged or interfered with.
- No concrete barriers are to be placed on the bitumen without prior approval from Council.

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- Absolutely no permanent markings are to be placed on the runway including the section within the area delineated by the gables.
- As Tapp's Aviation operates its business from Casino Aerodrome, it is the responsibility of the Hirer to liaise and co-operate with Tapp's Aviation during the event preparation and post-event clean-up.
- The Hirer shall ensure, to the best of its ability, that all foreign debris is removed from the runway surface. Council recommends the use of a sweeper (bobcat with broom attachment) to ensure there is nothing left behind that may present a hazard for aircraft.
- In the case of a pending fire emergency, the Hirer will be contacted directly by Council's Local Emergency Management Officer (LEMO), who will provide information on the current situation (eg. Timeframe, aircraft ETA etc). This may result in a cancellation.
- In the case of an aircraft emergency, the Hirer must vacate the runway immediately.
- The hirer will be responsible for the repair of any damage to the aerodrome caused during the hire period' including but not limited to sealed runways, taxiways, grassed areas and runway markers.
- If it rains in the lead up to your booking and the grounds are still damp, Council reserve the right to cancel your booking if the risk of damage is too high.

20. Casino Indoor Sports Stadium (CISS) site specific additional conditions

- The hirer will behave in a manner that is safe and respects the enjoyment and safety of all other people using the venue.
- The hirer will not attempt to enter any other area they have not hired.
- The hirer agrees to adhere to all other conditions of entry, rules and regulations as displayed.
- Chairs, tables, or any equipment is not to be dragged over floor – if damage occurs RVC may retain your bond or invoice for the cost of repair.
- General and normal cleaning is included in the hire charges. The client may incur additional charges where an event has created cleaning requirements above and beyond normal cleaning, as deemed appropriate by CISS management. The hirer is required to leave the facility in a clean state (as per start of booking) before they vacate.
- Animals are not permitted in the CISS. Exceptions include guide dogs, carer animals and official animals e.g., Police dogs.
- User groups and/or hirers are responsible for crowd control and direct supervision of all participants at all times whilst at the CISS.
- Any damage that will leave the facility unsecured (i.e., broken window or door locks etc) must be reported to RVC after-hours service on 6660 0300 before vacating premises.
- The hirer must advise if the fire equipment has been used in any way. If fire equipment is used in an irresponsible manner, the cost of inspection and replenishing will incur additional charges or be deducted from the bond.
- All goods brought in by the hirer must be removed from the premises no later than the time specified on the hiring agreement and there are no storage facilities available.
- The floors, walls or any other part of the facility must not be broken or pierced by nails or screws, nor any thumb tacks or staples. No adhesive tape is to be used on any surfaces.
- Prior to your hire period, a formal inspection and induction must be undertaken to make you aware of your obligations.

21. 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 Council's discretion.

22. Additional requirements

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

23. 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.